



**TELEVISED DRAWINGS AND AFFILIATE STATION PRODUCTION SERVICES**

REQUEST FOR PROPOSAL

RFP # 090116

**GEORGIA LOTTERY CORPORATION**

**REQUEST FOR PROPOSAL (“RFP”)  
FOR  
TELEVISED DRAWINGS AND AFFILIATE STATION PRODUCTION SERVICES**

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**GEORGIA LOTTERY CORPORATION**  
**REQUEST FOR PROPOSAL (“RFP”)**  
**FOR**  
**TELEVISED DRAWINGS AND AFFILIATE STATION PRODUCTION SERVICES**

**1.0 PURPOSE AND INTENT**

The Georgia Lottery Corporation (“GLC”) is requesting proposals for **Televised Drawings and Affiliate Station Production Services**, 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.

Specifically, the GLC is issuing this RFP for a full range of integrated production, broadcast and promotion services pertaining to existing and any forthcoming new Lottery Draw games to generate revenue for Georgia education. The GLC currently broadcasts its Draw Games at no cost to the GLC and strongly desires to continue broadcasting at no cost

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 interest 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).

**1.1 GOALS OF THE CONTRACT**

The Lottery desires to develop a business partnership with a major television network affiliate station to provide effective and efficient broadcast and production services and related commodities and services to Georgia markets.

In producing and broadcasting Draw Games winning numbers drawings, the Proposer must be committed to the contract objectives as defined by the Lottery:

- Co-creation and production of multiple GLC Draw game drawings
- Airing all “live” daily GLC Draw game drawings on the broadcast television network
- Produce daily Draw game promos, including: winning numbers recaps, “watch the drawing” promos, new game teaser ads, and game drawings for new lottery games as introduced by the GLC
- Broadcast daily Draw game promos, including winning numbers recaps, “watch the drawing” promos, new game teaser ads, and game drawings for new lottery games as introduced by the GLC
- Dedicated creative and production staff focused specifically on the production of the GLC Draw game drawings, properly resourced to provide expedient turnaround on GLC production

**1.2 MINIMUM QUALIFICATIONS FOR PROPOSERS**

Minimum Qualifications will be evaluated on a Pass/Fail basis. Any Proposer who demonstrates that they meet or exceed all the Minimum Qualifications will receive a

“Pass.” Those who do not meet the Minimum Qualification will receive a “Fail” and will be disqualified from the bidding process.

The following requirements for Bidders are considered to be “pass/fail” standards. Bidders must affirm they can or cannot meet each of the following requirements:

1. Must be able to clear airtime on the station to accommodate the following program lengths and broadcasts of the Draw Games winning numbers:
  - 56 seconds for the Cash 3, Cash 4, Georgia Five drawings airs on Monday – Sunday at 12:29 p.m. ET daily
  - 56 seconds for the Cash 3, Georgia Five and 5 Card Cash drawings airs on Monday through Sunday at 6:59 p.m. ET daily
  - 60 seconds for the Cash 4 and Fantasy Five drawings airs on Monday - Sunday at 11:34 p.m. ET
  - 45 seconds for the Jumbo Bucks Lotto drawing airs on Monday & Thursday at 11 p.m. ET
  - 45 seconds for the Mega Millions drawing airs on Tuesday and Friday at 11:00 p.m. ET
  - 45 seconds for the Powerball drawing airs on Wednesday and Saturday at 11:00 p.m. ET
2. Must be able to produce “live” television Draw Games productions for broadcast throughout Georgia for the following current GLC games and future new games to be contemplated by the GLC:
  - Cash 3, Cash 4, Georgia Five – total of 56 seconds drawings production conducted on Monday – Sunday at 12:29 p.m. ET daily
  - Cash 3, Georgia Five and 5 Card Cash – total of 56 seconds drawings production conducted Monday through Sunday at 6:59 p.m. ET daily
  - Cash 4 and Fantasy Five – total of 60 seconds drawings production conducted on Monday - Sunday at 11:34 p.m. ET
  - Jumbo Bucks Lotto – total of 45 seconds drawing production conducted on Monday & Thursday at 11 p.m. ET
  - Mega Millions – total of 45 seconds drawing production conducted on Tuesday and Friday at 11:00 p.m. ET
3. Must have a dedicated production staff to produce “live” Draw Games broadcast
4. Must be able to enter into a legally binding agreement with the Lottery at a minimum period of 10 years
5. Must have a dedicated studio for the “live” GLC drawings, and a secured dedicated space to store drawing machines
6. Must be a major television network affiliate (ABC, CBS, FOX, NBC) in the Atlanta market
7. Produce daily Draw game promotional announcements, including: winning numbers recaps, “watch the drawing” promos and new game teaser ads

8. Broadcast daily Draw game promotional announcements, including: winning numbers recaps, “watch the drawing” promos and new game teaser ads

The contract qualification process will enable the GLC to determine whether the Proposer has the capability to fully perform the Television Drawings and Affiliate Station Production Services contract requirements listed throughout this RFP. The Proposer must demonstrate integrity and reliability that will assure good faith performances, and obtain compliance with the other requirements of the RFP that are not directly related to the specifications portion(s) of the RFP.

### **1.3 SERVICES AND ACTIVITIES EXPECTED FROM THE PROPOSER**

The Georgia Lottery's very existence and mission is predicated on the public's trust, confidence, and transparency in our operations and activities. All drawings are conducted under strict security guidelines and procedures. Proposers should demonstrate a history of integrity, high business standards and ethical corporate responsibility.

Specific services the Proposer awarded this contract (“Contractor”) will be expected to provide are:

1. Clear airtime on the station to accommodate the following program lengths and broadcasts of the Draw Games winning numbers:
  - Approx. 56 seconds for the Cash 3, Cash 4, Georgia Five drawings airs on Monday – Sunday at 12:29 p.m. ET daily
  - Approx. 56 seconds for the Cash 3, Georgia Five and 5 Card Cash drawings airs on Monday through Sunday at 6:59 p.m. ET daily
  - Approx. 60 seconds for the Cash 4 and Fantasy Five drawings airs on Monday - Sunday at 11:34 p.m. ET
  - Approx. 45 seconds for the Jumbo Bucks Lotto drawing airs on Monday & Thursday at 11 p.m. ET
  - Approx. 45 seconds for the Mega Millions drawing airs on Tuesday and Friday at 11:00 p.m. ET
  - Approx. 45 seconds for the Powerball drawing airs on Wednesday and Saturday at 11:00 p.m. ET
2. Produce television Draw Games productions for broadcast throughout Georgia for the following current GLC games and future new games to be contemplated by the GLC:
  - Cash 3, Cash 4, Georgia Five – total of 56 seconds drawings production conducted on Monday – Sunday at 12:29 p.m. ET daily
  - Cash 3, Georgia Five and 5 Card Cash – total of 56 seconds drawings production conducted Monday through Sunday at 6:59 p.m. ET daily
  - Cash 4 and Fantasy Five – total of 60 seconds drawings production conducted on Monday - Sunday at 11:34 p.m. ET
  - Jumbo Bucks Lotto – total of 45 seconds drawing production conducted on Monday & Thursday at 11 p.m. ET

- Mega Millions – total of 45 seconds drawing production conducted on Tuesday and Friday at 11:00 p.m. ET
3. Manage all on-air Draw Game host talent, including: on-air scheduling, compensation, hiring new talent as needed, talent rehearsals and recording talent for all promotional announcements.
  4. Produce daily Draw game promotional announcements, including: winning numbers recaps, “watch the drawing” promos and new game teaser ads
  5. Broadcast daily Draw game promotional announcements, including: winning numbers recaps, “watch the drawing” promos and new game teaser ads
  6. Provide a dedicated studio to record all GLC drawings
  7. Provide GLC Drawing team 24 hour access to the studio
  8. Provide a dedicated production staff focused specifically on the Lottery “live” Draw Games productions
  9. Transmit the live Mega Millions drawing by satellite to all Mega Millions affiliate stations across the US
  10. Transmit the “live” GLC drawings to all GLC affiliate stations
  11. Downlink the Powerball feed from satellite and air the broadcast on Wednesdays and Saturdays at 11:00 p.m.
  12. Book a dedicated satellite time for all GLC drawings and Mega Millions drawings. Mega Millions drawing is transmitted on High Definition (HD) and Standard Definition (SD) paths
  13. At GLC’s request, conduct Draw Games drawings at remote locations within the state of Georgia
  14. Development of specific reports at the request of the lottery
  15. Provide a 450 square foot lockable storage area inside the studio for all GLC drawing machines and ball sets to be stored
  16. Post official Draw game results on the Proposers website

### **DRAWING SET-UP**

The GLC Draw staff and an independent auditor will conduct all Draw Games drawings. Approximately two (2) hours prior to each drawings, GLC staff and independent auditors will enter studio to stage and test draw equipment. Each machine used for the drawings will be tested to ensure operational efficiency. Machines will remain staged throughout the drawing. Following the drawings, machines are removed from the set and returned to the storage area. The drawing process may vary based on the draw schedule, approximate timeline is three (3) hours.

### **AUDITORS**

An independent auditing firm contracted by the GLC will participate in all Draw Game drawings to ensure the integrity and fairness of the drawing process. The current auditing firm Stopp & Van Hoy provides one staff member at all live drawings. The live broadcast of the winning numbers results are not considered official until confirmed by the GLC Draw staff and the independent auditor. Auditors will require daily access to the studio from 8:00 a.m.-3:00 p.m. and 4:00 p.m.-12:30 a.m.

### **1.4 ESTIMATED SCHEDULE**

Listed below are the estimated critical dates for proposal submission, evaluation and procedures:

- September 30, 2016 RFP issue date
- October 14, 2016 Mandatory Proposers Conference
- October 21, 2016 Deadline for RFP-related questions from interested Candidates
- October 28, 2016 GLC responds to all written questions
- November 14, 2016 4:00 PM Deadline for proposal submissions
- December 2016 On-site Visits/Finalists Oral Presentations
- January 2017 Recommendation of winning Proposer to GLC President and Board
- July 1, 2017 New Contract Start Date

### **1.5 COMMUNICATIONS WITH GEORGIA LOTTERY CORPORATION**

Questions and requests for clarifications relating to this RFP must be directed to the RFP Administrator. All questions and requests for clarification must be submitted in writing via fax or e-mail by Friday, October 21, 2016 at 12:00 noon. The GLC will respond to all written questions and requests via fax or e-mail by Friday, October 28, 2016. All answers to such written questions will be shared with all competing stations. The GLC is not responsible for illegible, lost or misdirected faxes or emails.

The RFP Administrator is to be the sole point of contact regarding this RFP at the GLC for stations, effective with the date of release of this RFP and until a station is selected. Except for ordinary course communication to facilitate performance of the current contract, contact with any representative of the GLC, other than the RFP Administrator, regarding this RFP may result in disqualification. The GLC's RFP Administrator is:

Sherri Padgett  
 RFP Administrator  
 Georgia Lottery Corporation  
 American Cancer Society, Suite 3000  
 250 Williams Street  
 Atlanta, GA 30303-1071  
 Telephone: 404-215-8949  
 Facsimile: 404-215-5105  
 E-mail: [spadgett@galottery.org](mailto:spadgett@galottery.org)

## **2.0 PROPOSAL PREPARATION**

Each station is to follow the instructions contained in this document for preparing and submitting a proposal.

### **2.1 WRITTEN PROPOSALS DUE DATE AND DELIVERY**

Written Proposals signed by a person authorized to represent the proposer must be received at the Georgia Lottery Corporation in Atlanta, GA by 4:00 p.m. on October 5, 2016.

The station must also provide the GLC with the name, business 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 station contractually.

Delivery of six (6) copies of the proposal to the RFP ADMINISTRATOR at the above address in Section 1.5 is due no later than **4:00 p.m. on Monday, November 14, 2016**. Proposals received by the GLC RFP ADMINISTRATOR after this date and time will be rejected, **without exception**. **No provisions** are made for extenuating circumstances in this RFP.

**ALL PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE AND PROPERLY ADDRESSED TO THE RFP ADMINISTRATOR AT THE GLC.**

It is the station's responsibility to assure that its proposal is delivered at the proper time and place, as specified in this RFP. Proposals which, for any reason, are not so delivered will not be considered by the GLC. Late proposals will not be accepted; they will be returned unopened to the responding station. **Proposals transmitted by telegram, telephone, fax, or any electronic service such as email will not be accepted.** A proposal may not be altered after delivery, unless requested by the GLC.

It is recommended that certified mail, return receipt requested, or a courier service that provides a signed receipt with time and date of delivery be used.

### **2.2 FORMAT OF PROPOSALS, JOINT PROPOSALS AND SIGNATURES**

Proposals should be submitted in sufficient detail to provide the GLC Evaluation Committee with a concise description of Proposer capabilities and methods designed to satisfy the requirements of the RFP assignment.

The proposals should be in two separate volumes as follows:

- **Volume I** – Written Services Proposal which consists of:
  - Proposal signature and certification letter (**Attachment A: Reply Certification Letter**)
  - Business organization
  - Disclosure of litigation
  - Change of financial condition
  - Response to specifications of the RFP
  
- **Volume II** – Written Cost Proposal
  - The GLC currently does not incur any cost for production, airtime, or promotion of Draw Game drawings (with the exception of Jumbo Bucks Lotto)

- airtime which was added after the current term of the contract was put in place)
- The GLC strongly desires to continue to maintain a “NO COST” production and broadcast structure for all Draw Games in the future (including Jumbo Bucks Lotto) and proposals offering a “NO COST” production and broadcast structure will receive points accordingly (see Section 5.0).
  - If there are any costs associated with providing the services outlined in this proposal, include a detailed description itemizing the services and associated cost

### **2.2.1 Business Organization/Stations under Common Ownership**

The Proposer must list the names and addresses of any companies that operate under common ownership which may be used to provide some of the services required in this RFP or which offer specific capabilities in areas which may be advantageous to the GLC integrated marketing communication needs.

### **2.2.2 Litigation and Investigations**

Each Proposer must include in its proposal a complete disclosure of any material civil or criminal litigation or investigation pending involving the station. This is a continuing disclosure requirement: any material litigation or investigation commencing after submission of a proposal must be disclosed in a written statement to the GLC.

### **2.2.3 Changes of Financial Condition**

If a Proposer who has submitted a proposal in response to this RFP experiences a substantial change in financial condition prior to the award of the Contract pursuant to this RFP, or if a successful Proposer experiences a substantial change in financial condition during the term of the Contract with the GLC, the GLC must be notified in writing at the time the change occurs or is identified. Failure to notify the GLC of such a change may result in rejection of the Proposer’s proposal or termination of the Contract.

### **2.2.4 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 station 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.

### **2.2.5 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. By submitting a response to this RFP, the Proposer is committing to implement business operations that encourage vendor diversity.

### **2.3 NON-MATERIAL AND MATERIAL DEVIATIONS**

Failure to furnish all required information or to follow the RFP format specified may disqualify a proposal. The GLC may waive any minor irregularities or non-material deviations in a proposal. The GLC's waiver shall in no way excuse the Proposer from full compliance with the Contract requirements if the Proposer is awarded the Contract.

### **2.4 INFORMATION FROM OTHER SOURCES**

The GLC reserves the right to obtain from sources other than the Proposer information concerning a Proposer which the GLC deems pertinent to this RFP and to consider such information in evaluating the Proposer's proposal.

### **2.5 INTERVIEWS, QUESTIONS AND NEGOTIATIONS**

The GLC reserves the right to ask any or all stations to clarify any portion of their proposals after submission. Clarification response shall be in writing and shall address only the information requested. Responses shall be submitted to GLC within the time required.

Furthermore, the GLC also reserves the right to negotiate with any or all station(s) in any manner deemed necessary or appropriate by the GLC to serve its best interests of the GLC.

### **2.6 RFP AND PROPOSAL CONTENTS DISCLOSURE PROHIBITION**

Disclosure by a Proposer of any of the RFP and proposal contents prior to award of a Contract under this RFP may result in disqualification.

### **2.7 ADVERTISING AND NEWS RELEASES**

In submitting a proposal, the station agrees not to use the results thereof, including the Lottery's name, logos, images, or any data arising from the RFP process of Contract, 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 there under. Under no circumstances shall any station issue or broadcast any such news releases without the express prior written consent of the GLC in each instance.

### **2.8 COST LIABILITY OF PROPOSALS**

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

### **2.9 ACCEPTANCE OF PROPOSAL BY THE GLC**

The GLC reserves the right to accept or reject any and all proposals and to award a Contract pursuant to this RFP in the best interests of the GLC and the State of Georgia. The GLC also reserves the right to negotiate with any or all station(s) in any manner necessary to serve the Corporation's best interests.

### **2.10 NON-EXCLUSIVE RIGHTS**

While the GLC intends to have only one official draw station, the GLC does not intend to grant any station 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 incidental creation and production of materials and services by various stations 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.

### **2.11 PROPOSAL TENURE**

All proposals will be an irrevocable offer for one-hundred twenty (120) calendar days from the proposal due date.

### **2.12 OWNERSHIP OF PROPOSALS**

All proposals will become the property of the GLC and will not be returned to the Proposers. The GLC reserves the right to use any and all information contained in a proposal to the extent permitted by law.

If the Proposer asserts that any portion of the proposal contains copyrighted material, trade secrets or any other information in which the Proposer asserts a proprietary interest, each individual page containing proprietary material must clearly mark those portions of that page which are proprietary and failure to do so shall be deemed a waiver of such rights.

Any proposal that is marked proprietary in its entirety or substantially in its entirety may be rejected by the GLC. The GLC will make an independent determination whether purported proprietary information is exempt from the public disclosure under the Open Records Act and the GLC is not bound by any proprietary marking alone.

### **2.13 INTERPRETATIONS AND DISPUTES**

Any questions concerning conditions and specifications in this RFP shall be directed in writing to the GLC RFP Administrator. Inquiries must reference this RFP and the date that delivery of the proposal is due to the GLC RFP Administer. No interpretation shall be considered binding unless provided in writing by the GLC through the RFP Administrator.

Any actual or prospective station which 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 protest in accordance with the following procedures

#### **Types of Protest**

- *Protest of the RFP*: No later than ten (10) calendar days before the proposal due date, any vendor interested in and capable of responding to the RFP may file a protest of the specifications, evaluation criteria or any other facts known or that should have been known prior to proposal due date. Any such protest must be accompanied by a \$20,000 deposit that will be forfeited if the GLC determines that the protest is frivolous or filed for the purpose of delay. A protest of the RFP must be filed with the GLC President & CEO and will be decided upon by the GLC President & CEO.
- *Challenge to Results of RFP*. No later than 10 (ten) calendar days from the date the GLC publicly announces a proposed winner, any vendor who submitted a timely proposal may file a protest with respect to the results of the evaluation of proposals submitted in response to the RFP. Any such protest must be accompanied by a \$50,000 deposit or a deposit equal to 1% of the amount of the proposed winning contract, whichever is greater, that will be forfeited if the GLC determines that the protest is frivolous or filed for the purpose of delay. A protest

of the results of the RFP must be filed with the GLC Board c/o the GLC President & CEO and will be decided upon by the GLC Board.

### **Form of Protest**

At a minimum, the protest must be submitted in writing and must include the following:

- The name and address of the protestor;
- A statement of reasons for the protest and supporting exhibits, evidence or documents. A protesting vendor must identify all grounds for protest during the protest filing period. GLC may deem issues not raised in the protest filing period as voluntarily relinquished by the protesting vendor. After the protest filing period expires, any grounds for protest voluntarily relinquished by the protesting vendor may not be introduced by the protesting vendor at any time during the protest process or any subsequent litigation; and
- The desired remedy.

### **Filing Protests**

A protest is considered to be properly filed when it is in writing, signed by a company officer authorized to sign contracts on behalf of the vendor, and is received by GLC within the filing period.

### **Stay of Procurement During Protest Review**

When a protest objecting to the RFP has been timely filed at least ten (10) calendar days prior to the proposal due date, the proposal due date will be delayed until a final decision by the GLC President & CEO resolving the protest has been issued, unless the GLC President & CEO makes a written determination that the proposal due date must proceed without delay in order to protect the interests of the state or that the protest is frivolous or was filed for the purpose of delay.

When a protest objecting to the proposed contract award has been timely filed within 10 (ten) calendar days from the date the GLC publicly announces a proposed winner, the GLC will not proceed to actual contract award unless the GLC Board makes a written determination that performance without delay is necessary to protect the interests of the state or that the protest was filed for the purpose of delay. If it is determined that it is necessary to proceed with performance without delay, the vendor with this contingent contract may proceed with performance and receive payment for work performed in strict accordance with the terms of the contract; however, such vendor will not be entitled to reimbursement for any capital outlay costs, or other up front expenditures incurred in performing if the protest is ultimately sustained.

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.

## **2.14 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 station if such station properly identifies the particular data or other materials which 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 station

should also state the reasons such confidentiality is necessary. However, under no circumstance will the GLC be liable to any station 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 station to constitute trade secrets or confidential information.

### **3.0 SCOPE OF SERVICES**

The Proposer will provide HD and SD broadcast-quality production and related services for the Lottery's live and recorded game drawings. Production and related services shall include but are not limited to the provision of production staffing, on-air talent, studio space, state of the art camera equipment, and an archive recorded copy of the drawing. The Proposer will be required to provide all required equipment to record, produce and broadcast the drawings. The signal path to uplink, secure drawing equipment, secure production location and a back-up power source will be required.

The Proposer will provide airtime for the broadcast of all live and recorded drawings as listed under section 3.1 Drawing Schedule.

The Lottery reserves the right during the term of the Contract to require additional production or production related services at events such as remote live draws and promotional event activities. Such additional services will be negotiated and executed under a Promotional Agreement, in which the specific services, prices, terms and conditions are negotiated prior between the Lottery and the Proposer.

#### **3.0.1 Location**

Production services will be conducted at the Contractor's station location. Remote live draws and special events may occur throughout the state.

#### **3.0.2 Talent**

The Contractor will be solely responsible for the employment of all on-camera Talent to provide on-camera and voice-over services. The Lottery reserves the right to interview and approve/disapprove talent throughout the term of the Contract, including any renewals. In the event new or additional Talent is required, the Contractor will host auditions and provide the GLC with final casting review and approval prior to Contractor offering a contractual agreement to any on-air talent. Talent auditions will require an on-set simulation of Draw Game drawings. GLC preserves the rights to maintain certain current on-air Draw Host Talent to ensure brand consistency and drawing integrity. Lottery will maintain the right to make Talent changes at any time during the course of this agreement.

The Contractor will be responsible for maintaining the on-camera Talent appearance schedules and establishing an on-call Talent schedule in the event the assigned Talent is unable to appear. A current monthly schedule of on-call assignments shall be maintained by the Contractor and provided to the GLC. The Contractor will ensure that the wardrobe of all on-air talent is professional in appearance. The Talent is responsible for their own wardrobe.

The Contractor, or a subcontractor acting as agent for the on-camera Talent, will be required to consent to the use, recording and transmission of each Talent's voice and image by the Lottery and GLC's affiliate stations, for any and all purposes, at any and all times and places, without any additional compensation or other remuneration to Talent or to the Contractor. Neither the Contractor nor Talent shall acquire any rights in or to the drawing telecasts or any recording or other reproduction of said programs.

In the Contractor's Talent agreement, Contractor will include language requiring Talent to conduct themselves at all times with due regard to public morals and conventions.

**3.1 DRAWING SCHEDULE**

The Lottery conducts all drawings from the affiliate station location seven (7) days a week. All televised drawings occur live between mid-day and late news dayparts. All drawing results are posted on the GLC's website at galottery.com. Strict adherence to the draw schedule is required and non-negotiable. The drawing schedule is subject to change in accordance with new or terminated Lottery games. Neither the Contractor nor Talent shall acquire any rights in or to the drawing telecasts or any recording or other reproduction of the drawing telecast, under the authority and direction of the Lottery. The current Georgia Lottery drawing schedule is as follows:

Monday	12:29 p.m. ET drawing - Live	Cash 3 mid-day
	12:29 p.m. ET drawing - Live	Cash 4 mid-day
	12:29 p.m. ET drawing – Live	Georgia Five
	6:59 p.m. ET results broadcast	5 Card Cash –
	6:59 p.m. ET 5 evening drawing – Live	Cash 3/Georgia
	11:00 p.m. ET Lotto – Live	Jumbo Bucks
	11:34 p.m. ET drawing - Live	Cash 4 evening
	11:34 p.m. ET drawing – Live	Fantasy 5
	11:34 p.m. ET results broadcast	Cash 4 Life –
Tuesday	12:29 p.m. ET drawing - Live	Cash 3 mid-day
	12:29 p.m. ET drawing - Live	Cash 4 mid-day
	12:29 p.m. ET drawing – Live	Georgia Five

	6:59 p.m. ET results broadcast	5 Card Cash –
	6:59 p.m. ET 5 evening drawing - Live	Cash 3/Georgia
	11:00 p.m. ET Live	Mega Millions -
	11:34 p.m. ET drawing - Live	Cash 4 evening
	11:34 p.m. ET drawing - Live	Fantasy 5 (:30)
Wednesday	12:29 p.m. ET drawing - Live	Cash 3 mid-day
	12:29 p.m. ET drawing - Live	Cash 4 mid-day
	12:29 p.m. ET drawing – Live	Georgia Five
	6:59 p.m. ET results broadcast	5 Card Cash –
	6:59 p.m. ET 5 evening drawing - Live	Cash 3/Georgia
	11:00 p.m. ET	Powerball - Live
	11:34 p.m. ET drawing –	Cash 4 evening
	11:34 p.m. ET drawing - Live	Fantasy 5 (:30)
Thursday	12:29 p.m. ET drawing - Live	Cash 3 mid-day
	12:29 p.m. ET drawing - Live	Cash 4 mid-day
	12:29 p.m. ET drawing – Live	Georgia Five
	6:59 p.m. ET results broadcast	5 Card Cash –

	6:59 p.m. ET 5 evening drawing – Live	Cash 3/Georgia
	11:34 p.m. ET drawing - Live	Cash 4 evening
	11:34 p.m. ET drawing – Live	Fantasy 5 (:30)
	11:34 p.m. ET results broadcast	Cash 4 Life –
	11:00 p.m. ET Lotto - Live	Jumbo Bucks
Friday	12:29 p.m. ET drawing - Live	Cash 3 mid-day
	12:29 p.m. ET drawing - Live	Cash 4 mid-day
	12:29 p.m. ET drawing – Live	Georgia Five
	6:59 p.m. ET results broadcasted	5 Card Cash –
	6:59 p.m. ET 5 evening drawing - Live	Cash 3/Georgia
	11:00 p.m. ET Live	Mega Millions –
	11:34 p.m. ET drawing - Live	Cash 4 evening
	11:34 p.m. ET drawing - Live	Fantasy 5 (:30)
Saturday	12:29 p.m. ET drawing - Live	Cash 3 mid-day
	12:29 p.m. ET drawing - Live	Cash 4 mid-day
	12:29 p.m. ET drawing – Live	Georgia Five

	6:59 p.m. ET results broadcast	5 Card Cash –
	6:59 p.m. ET 5 evening drawing - Live	Cash 3/Georgia
	11:00 p.m. ET	Powerball - Live
	11:34 p.m. ET drawing - Live	Cash 4 evening
	11:34 p.m. ET drawing - Live	Fantasy 5 (:30)
Sunday	12:29 p.m. ET drawing - Live	Cash 3 mid-day
	12:29 p.m. ET drawing - Live	Cash 4 mid-day
	12:29 p.m. ET drawing – Live	Georgia Five
	6:59 p.m. ET results broadcast	5 Card Cash –
	6:59 p.m. ET 5 evening drawing - Live	Cash 3/Georgia
	11:34 p.m. ET drawing - Live	Cash 4 evening
	11:34 p.m. ET drawing - Live	Fantasy 5 (:30)

The daily drawings for the GLC game All or Nothing is performed at the studio by the GLC draw staff and an independent auditor. These drawings do not require any production or broadcast support from the affiliate station.

The All or Nothing drawings will occur at the following times each day: 10:00 a.m., 2:00 p.m., 6:00 p.m. and 10:00 p.m.

### **3.2 BROADCAST TIMELINES REQUIREMENTS**

Contractor will broadcast all game drawings and promotional messages at the times listed below. All drawings produced by the Contractor are broadcast live. Powerball drawing is conducted by the Florida Lottery in Tallahassee, FL and is aired live via satellite throughout Georgia. Cash4Life drawing is conducted by the Maryland Lottery in Baltimore, MD and is not broadcast in Georgia. Cash4Life winning numbers are placed on screen as a snipe during the Cash 4 and Fantasy 5 drawings at 11:34 p.m. on Mondays and Thursdays. The Contractor will air various daily messages to promote upcoming drawings and provide winning numbers updates.

## Broadcast/Airing Times

- 56 seconds for the Cash 3, Cash 4, Georgia Five drawings airs on Monday – Sunday at 12:29 p.m. ET daily
- 56 seconds for the Cash 3, Georgia Five and 5 Card Cash drawings airs on Monday through Sunday at 6:59p p.m. ET daily
- 60 seconds for the Cash 4 and Fantasy Five drawings airs on Monday - Sunday at 11:34 p.m. ET
- 45 seconds for the Jumbo Bucks Lotto drawing airs on Monday & Thursday at 11 p.m. ET
- 45 seconds for the Mega Millions drawing airs on Tuesday and Friday at 11:00 p.m. ET
- 45 seconds for the Powerball drawing airs on Wednesday and Saturday at 11:00 p.m. ET
- Daily promotional mentions

### **3.3 STUDIO TIME**

All drawings are one minute or less in length and will be uplinked to satellite within a 15 minute window at the time of the drawing. The Contractor is responsible for compression and transmission of all drawings.

A pre-production, production and post-production time of approximately three (3) hours is typical for each segment to accommodate set-up, rehearsals, production, compression and transmission of each drawing.

### **3.4 FIBER OPTIC DIGITAL FEED AND SERVICE**

The signal path to uplink will be provided by the GLC. The Contractor's equipment shall be compatible with the signal path uplink provided by the Lottery or licensed partner.

### **3.5 UPLINK**

The Contractor's crew will receive and record return air check from uplink for each drawing conducted.

### **3.6 SATELLITE AIRTIME**

The GLC currently maintains affiliate draw station relationships with five (5) additional stations in Georgia:

- WALB – Albany
- WJBF – Augusta
- WRBL – Columbus
- WMAZ - Macon
- WSAV – Savannah

Each of these stations broadcast the Draw game drawings in their respective markets. The Contractor will be responsible for acquiring satellite airtime to uplink the television broadcast of Cash 3, Cash 4, Georgia Five, Fantasy 5, Jumbo Bucks Lotto, and the multi-state game Mega Millions. Affiliate draw stations will downlink these drawings for broadcast in their market.

Each station will be responsible for downlinking the multi-state game Powerball drawing since that drawing is produced in Tallahassee, Florida.

### **3.7 DRAW STUDIO FACILITY**

The Contractor will provide a draw studio facility for live and recorded draws at its location. The draw studio facility will be provided to the Lottery at no cost for Lottery related activities conducted at the direction of the Lottery. The Lottery's draw studio must meet the following minimum requirements:

- Minimum set dimensions of 484 square feet (22' x 22' configuration)
- Minimum of two work stations (12'X15' each)
- Dedicated phone lines (minimum 3)
- Dedicated fax line
- Separate Internet access for GLC operations
- Four (4) Security cameras
- Staging and Make-up area for talent
- 450 square feet (15' x 30' preferred configuration) lockable storage area for Drawing equipment
- Restroom facility
- Uninterruptible Power Supply (UPS) and back-up power.

The Contractor's camera's, studio monitors, control console (s), audio and lighting systems, should all meet a High Definition (HD) production standard for both live on-air broadcasts and studio recordings. A location visit to the Contractor's facility is required to evaluate the proposed production studio and production equipment.

GLC will provide the Draw set for the television broadcast. Lights and other production equipment will be provided by the Contractor.

### **3.8 DRAW PRODUCTION STAFFING**

The Contractor will have up to sixty (60) calendar days after contract execution to conduct production staff selections and coordinate background investigations through the Lottery. The Lottery reserves the right to interview and approve/disapprove production staff and on-camera Talent throughout the terms of the Contract, including any renewals.

If, during the term of the Contract, including any renewals thereof, the Lottery reasonably determines that a member of the Contractor's draw production staff, including on-camera Talent, is unable or fails to perform his/her duties to the Lottery's satisfaction, the Lottery shall notify the Contractor in writing of its determination. The Contractor shall promptly assign replacement personnel acceptable to the Lottery. Lottery will maintain the right to make Talent changes at any time during the course of this agreement.

### **3.9 PRODUCTION MEETINGS**

The Contractor will be required to meet with Lottery representatives to evaluate production and operations.

### **3.10 EQUIPMENT REQUIREMENTS**

Proposer will provide a fully functional Hi-definition studio, with a minimum of: 3 cameras, 1 back-up camera ready for air, switchers, 2 wireless microphones IFB, teleprompter, green screen capability and complete production control room.

The Proposer will provide all modern HD equipment for production of the Georgia Lottery's live and recorded drawings as described herein and miscellaneous video

production services as needed. The Contractor will be responsible for maintenance, repair, replacement or upgrade of equipment as warranted throughout the contract term, including any renewals.

The Proposer shall develop a plan to ensure back-up equipment will be available in the event of equipment failure. The plan will facilitate the timely performance of the services required in the Contract. The plan is subject to GLC approval.

The Proposer's installed equipment shall not exceed the mechanical and electrical heat load design of City of Atlanta code requirements.

#### **4.0 COMPONENTS OF PROPOSAL**

The components of the proposal shall include separate written Services and Cost Proposals and if the GLC deems necessary, an Oral Presentation during a site evaluation of Proposer.

#### **4.1 WRITTEN SERVICES PROPOSAL**

Each Proposer shall submit to GLC a written proposal with appropriate exhibits for:

- Proposer's Business Credentials and Financial Condition including Proposer's latest certified financial statement for the most recent fiscal year within the past 24 months
- A GLC Draw Production Staffing Plan, including dedicated and shared staff members
- A Viewership Report supported by Nielsen data for a 25+ demo during the required Draw game airtimes
- A Drawings Airtime Availability Report that displays a complete week (Monday – Sunday) program schedule beginning February 1, 2017, including all GLC Draw games airtimes
- A Media Evaluation Report simulating a one-week (Monday – Sunday) September 2016 schedule which displays all required Draw game times and their related media value
- A Promotion Schedule Plan simulating the weekly (Monday – Sunday) on-air schedule promoting Draw game drawings
- A Draw Studio Facility Plan
- Proposer's Experience demonstrating the ability to create the production, broadcast, management and all minimum criteria required in this RFP should be presented.
- Seven (7) samples of television productions produced by the Proposer, five (5) of which are studio productions, and two (2) on-location productions. No more than two (2) samples should represent one client. A sample should not exceed five (5) minutes in length and should have been produced within the last five (5) years. Samples should be marked with the date of production. Samples will be reviewed for overall quality of the finished product and editing quality. Samples should be provided on a flash drive.

##### **4.1.1 Proposer Credentials and Financial Condition Requirements**

Each proposal must contain a copy of the Proposer's latest certified financial statement for the most recent fiscal year within the past 24 months, together with such documentation demonstrating the Proposer's financial ability to carry out the proposed Contract.

Proposers should provide any information about their business and its organization that will demonstrate its capabilities to fulfill the scope of services required by the RFP and as additionally provided for in its proposal. Examples of capabilities are: Nielsen ratings reports, annual billings history; production client list and tenure with clients, production services, promotional projects, audience research, staff size; any other information regarding business and staff

accomplishments or affiliations with other businesses that have application to GLC's needs.

#### **4.1.2 Staffing Plan Assignment**

Proposers are required to submit a dedicated GLC production staffing plan showing percentage of time for each assigned individual and a staff organization chart with resumes for the proposed staff members.

The GLC is a continuously active, labor intensive lottery organization with multiple draw games and supporting operating procedures. A description of the LOTTERY GAME PROCEDURES for GLC Draw games is provided in **Attachment B**

Consideration should be given to the following production roles and responsibilities, not including equipment, facility support, clerical and indirect labor staff, to service the GLC production needs:

##### **Producer**

Coordinate all elements of the live draw productions in Atlanta and various remote broadcasts; Supervise Show Directors; Coordinate production and post-production with GLC of all live draw elements for broadcast; Serves as regularly-scheduled director of the drawings; On- call status 24 hours daily for any production needs

##### **Assistant Producer**

Responsible for providing back-up to Producer; Serves as regularly-scheduled director of the drawings; On-call status 24 hours daily for any production needs and serves as a working Director and a back-up Director; Provide technical consultation for any updates to the live drawings; Supervision of lighting and graphics for all live draw remotes

##### **Director**

Supervise and approve all elements (tape, graphics, announcer, audio, satellite feed, talent, etc.) for the drawings; Supervise all rehearsals prior to draw; Coordinate all elements into live draw at assigned production times; Resolve any production problems that may occur prior to and during the draws and notify Producer and GLC; Confirm assigned monthly schedule and schedule changes to Producer and GLC. Compresses nightly drawing to be sent to FTP site for insertion onto the web-site.

##### **Studio Supervisor**

Supervises set-up for studio – camera placement; microphone checks and set-up; appropriate lighting; teleprompter readiness; provides countdowns to talent for draws; records numbers for draw game results for talent recap backup; checks time clocks for accuracy; operates wide camera for late Draws (under current set-up – will not be necessary with remote cameras).

##### **Production Support**

Checks for crew, director and talent attendance; confirms script arrival and accuracy; confirms correct tape assignments; records numbers for each draw and makes corrections to graphics if necessary; confirms accuracy of graphic

information; answers phones; responds to calls from stations; confirms written reports of discrepancies; confirms uplink status;

#### **Graphics/Tape/Drive Support**

Prepares appropriate tape rolls (4) for each draw and rolls tape playbacks and records (4); prepares slates and appropriate date information for each draw; records numbers for graphic insert;

#### **Audio Support**

Sets audio board for each draw with appropriate levels, compression, etc.; conducts mic checks prior to each draw; runs audio slate info prior to draw; monitors mic and tape audio levels during draw;

#### **Camera Operations**

Checks setup of cameras prior to draw; makes any adjustments as necessary; operates cameras during draw;

#### **Teleprompter Operator**

Prepares and loads scripts into computer for teleprompter operation for each draw; confirms scripts with Production Assistant; confirms script information just prior to draw. Operates teleprompter during

### **4.2 COST PROPOSAL - Proposers are required to submit this section of the proposal under separate cover.**

The GLC has a favorable “NO COST” production and broadcast structure.

- The GLC currently does not incur any cost for production, airtime, or promotion of Draw Game drawings (with the exception of Jumbo Bucks Lotto airtime which was added after the current contract was put in place)
- The GLC strongly desires to continue to maintain a “NO COST” production and broadcast structure for all Draw Games in the future (including Jumbo Bucks Lotto) and proposals offering a “NO COST” production and broadcast structure will receive points accordingly (see Section 5.0).
- If there are any costs associated with providing the services outlined in this proposal, include a detailed description itemizing the services and associated cost

### **4.3 SITE VISIT**

A mandatory site visit will be held at the Proposer’s proposed production location at the time and location indicated in the Schedule of Events. Proposers must notify the RFP Administrator with a start time at least 3 days prior to the scheduled visit by GLC staff.

## 5.0 EVALUATION OF PROPOSALS

This part describes the weighting that will be used to determine which submission provides the greatest overall benefits to the GLC. The ability of the Lottery to evaluate a Proposer's submission is dependent upon the Proposer meeting the Minimum Qualifications and the completeness of the submission. The failure of a Proposer to provide information requested by this RFP may result in rejection of the Proposer's submission or reduction in scoring during the evaluation.

<u>Rank</u>	<u>Section Reference</u>	<u>Summary Description</u>	<u>Weight Factor</u>
1		Viewership	25
2		Drawings Airtime availability	15
3		Media Evaluations (Airtime drawings/promos)	15
4		Associated Cost	20
5		Staffing (How many? Staff experience)	10
5		Draw Studio Facility (accommodations/equipment)	10
6		Productions Sample	5
		Total	100

Any proposal that offers a "NO COST" production and broadcast structure for all Draw Games in the future will receive 20 bonus points in addition to receiving the maximum 20 points for Associated Cost as set forth above. The 20 bonus points for a "NO COST" proposal will be a part of the 100 point scale above so the effect of the 20 bonus points for a "NO COST" proposal is that a "NO COST" proposal may materially make up for deficiencies elsewhere in the Services Proposal or may cause a proposal to receive more than 100 points.

### 5.1 CONTRACT NEGOTIATIONS

Contract negotiations shall begin with the highest ranked Proposer in descending rank order. The Lottery reserves the right, but is not obligated, to negotiate with all Proposers. Should the Lottery be unable to negotiate a satisfactory contract with any of the ranked Proposers, negotiations may be reinstated following the original order of ranking. Negotiations shall continue until an agreement is reached or all responses are rejected. Successful negotiations do not guarantee award of a contract.

### 5.2 INTENDED DECISION

At the conclusion of submission evaluations and contract negotiations, the GLC will award the contract to the successful station. All intended decisions are subject to GLC Board approval. The GLC reserves the right to reject, in its sole discretion, any and all Submissions at any time during the procurement process.

## **6.0 CONTRACT AWARD**

Subject to approval by the GLC President and Board, a contract will be negotiated and awarded to the station 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 highest quality televised drawing and affiliate station production services.

## **6.1 CONTRACTOR BACKGROUND INVESTIGATIONS**

In accordance with the Lottery for Education Act, O.C.G.A. § 50-27-15, the station selected will be required to pass a security and financial responsibility background check as well as criminal background investigation.

## **6.2 CONTRACT TERM AND RENEWAL OPTIONS**

The Contract to be awarded as a result of this RFP will be for an initial term of five (5) years.

At the end of the initial term each subsequent renewal term shall be automatically renewed and extended for a period of one (1) year unless the GLC delivers a written termination notice to the other party at least thirty (30) days prior to the end of the initial term or the then current renewal term.

## **6.3 PRIME CONTRACTOR RESPONSIBILITIES**

The Contractor will assume the sole responsibility for all goods and services offered in the proposal whether or not it is the ultimate supplier of the same. GLC will consider the Contractor to be the sole point of contact with regards to contractual matters. For certain areas, the proposal may include additional organizations which will be expected to work with the Contractor in providing these services.

### **6.3.1 Non-Assignment of Rights**

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

### **6.3.2 Subcontract Approval**

Any proposed subcontracts shall be subject to the prior approval of the GLC and shall include such contracting and purchasing requirements as shall be binding on the Contractor.

### **6.3.3 Performance Bond or Letter of Credit**

The successful Contractor must post a performance bond or irrevocable letter of credit in the amount of \$2,000,000 with the GLC for this Contract unless such bond or letter of credit is replaced by an alternative security in the same amount as authorized under O.C.G.A. 50-27-16. The performance bond or letter of credit or alternative security shall be posted at the execution of the contract.

### **6.3.4 Financial Commitments on behalf of the GLC**

The Contractor will make no financial commitment on behalf of the GLC without having prior written approval from an authorized representative of the GLC.

### **6.3.5 Work and Changes in Work Authorizations**

By written or oral requests by an authorized representative of the GLC to any member of the Contractor, the GLC will authorize work and, from time to time, make changes in the work or services to be provided by the Contractor or the place of delivery or performance of such services or any requested deliverables. The Contractor shall promptly comply with such requests and take all the necessary or appropriate actions to effect such change.

#### **6.4 INDEMNIFICATION**

The 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, attorney's fees, and other damages), losses, liabilities and claims of any kind, caused by or resulting from any breach of the Contract or any other act or omission of the Contractor, subcontractors, or any of the Contractor's or subcontractor's respective agents or employees, whether the same may be the result of negligence, responsibility under strict liability standards, any other substandard conduct or otherwise.

#### **6.5 ACCESS TO RECORDS**

The GLC shall have the right, at any time and from time to time, to audit all of the Contractor's procedures, using the GLC employees, its designees or state agencies, as provided by law.

The Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to the services to be performed under the Contract in accordance with any applicable procedures established by the GLC from time to time. The Contractor shall make all such materials available, at its offices at all reasonable times during the Term of the Contract and for five (5) years after the date of final payment under the Contract, for inspection by the GLC, or any authorized representative of the GLC, and copies thereof shall be furnished to the GLC by the Contractor, at no cost to the GLC, if requested by the GLC.

The Contractor, upon the GLC's request, shall make available to the GLC authenticated requisitions for payment, including, without limitation, invoices from suppliers, and proof of payment to third parties for all work and services on behalf of the GLC's account.

All documents, papers, letters or other materials relating to the Contract that are made or received by the Contractor and required to be maintained, must be available for public access and for audit purposes pursuant to the Georgia Open Records Act (O.C.G.A. 50-18-70 et seq.).

#### **6.6 FORCE MAJEURE**

In the event that either party is unable to perform any of its obligations under the Contract, or to enjoy any of its benefits because of natural disaster, actions or decrees of governmental bodies or communication line failure, or other events of force majeure not the fault of the affected party, the affected party shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, each party's obligations under the Contract shall be suspended immediately. In addition to the rights of GLC or the Contractor to terminate the Contract as set forth therein, if the period of non-performance exceeds thirty (30) days from receipt of notice of an event described in this section, the party whose ability to perform

has not been so affected may terminate the Contract by giving written notice thereof to the other party.

#### **6.7 TERMINATION**

Any Contract awarded as a result of this RFP may be terminated by either party, in whole or in part, for any reason or no reason, upon delivery to the other party of a notice of termination specifying the extent to which performance under the Contract is terminated at least ninety (90) days prior to the effective date of the termination.

Reply Certification Letter

**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.**

**GEORGIA LOTTERY CORPORATION (The" GLC")**

**PROPOSAL**

We propose to furnish and deliver any and all of the deliverables and services named in the Request for Proposal ("RFP") for **Televised Drawings Services**. 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, Official Code of Georgia Annotated, Sections 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 ("GLC's") specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. 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 specifications, including but not limited to quality of products, fair and competitive value and timeliness of execution. We further agree, if awarded a contract, to deliver goods and services that meet or exceed the specifications.

**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 the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been and will not be violated in any respect.

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

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

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

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

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

**THE GLC DRAW GAME PROCEDURES**