

GEORGIA LOTTERY CORPORATION

PROPOSAL

We propose to furnish and deliver any and all of the deliverables and services named in the Request for Proposal (“RFP”) for **Banking 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. 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: _____

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

REQUEST FOR PROPOSAL FOR BANKING SERVICES

A. PURPOSE

The Georgia Lottery Corporation (“GLC”) is requesting proposals from banks for Banking 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.

B. GENERAL INFORMATION AND SCHEDULE

This RFP has been issued on September 9, 2009. Questions and requests for clarifications relating to this RFP must be directed to the GLC’s Legal Coordinator. All questions and requests for clarification must be submitted in writing via fax or email by Friday, September 18, 2009 at 5:00 P.M. The GLC will respond to all submitted written questions and requests via fax or email by close of business on Monday, September 28, 2009, to all banks that received a copy of this RFP and by placing its responses on the GLC’s web site, www.galottery.com. The Legal Coordinator is to be the **sole** point of contact at the GLC for banks, effective with the date of release of this RFP and until a bank is selected to provide banking services. Contact with any representative of the GLC, other than the Legal Coordinator, will result in disqualification. The GLC’s Legal Coordinator is:

Sherri Thompson
Georgia Lottery Corporation
250 Williams Street, Suite 3000
Atlanta, GA 30303-1071
Telephone: 404-215-5000
Facsimile: 404-215-5105
E-mail:sthompson@galottery.org

Delivery of eight (8) copies of the proposal, with original signatures, to the GLC Legal Coordinator at the above address is due no later than 5:00 P.M. on TUESDAY, OCTOBER 13, 2009. Proposals received by the GLC Legal Coordinator after this date and time will be rejected, without exception. No provisions are made for extenuating circumstances in this RFP.

A contract will be awarded to the bank 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. In accordance with the Lottery for Education Act, O.C.G.A. § 50-27-15, the bank selected will be required to pass a security and financial responsibility background check. 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 bank 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 which 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 bank 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. EVALUATION OF BIDS

The GLC has established an Evaluation Committee that will be responsible for evaluating the bids received from responding firms. With the release of this bid, the Evaluation Committee has

established uniform criteria by which all proposals will be “scored”. The criteria to be used by the Evaluation Committee will be: (1) the pricing quoted for required banking services; (2) ability to provide required/desired services; (3) geographic representation; (4) financial position and experience in comparable banking services; (5) the quantity and quality of references provided. These criteria are presented for informational purposes and do not necessarily represent the order of importance or weight that each factor will have in the final scoring of proposals.

H. CONTRACT ELEMENTS

1. **“BANKING SERVICES AGREEMENT.”** The bank, which submits the proposal chosen by the GLC, will be required to execute a contract (the “Banking Services Agreement”). The Banking Services Agreement will follow the general format specified by the GLC. The GLC reserves the right to negotiate contract provisions in addition to those stipulated in this RFP. The terms of this RFP, as may be amended by the GLC from time to time, and the proposal of the selected bank (or banks) will be incorporated into the Banking Services Agreement. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the Banking Services Agreement, this RFP, and the proposal of the selected bank (or banks). The fees set forth in the Banking Services Agreement will remain fixed throughout the term of the Banking Services Agreement, and throughout any renewal term, unless and until both the GLC and the selected bank (or banks) mutually agree in writing to an adjustment in fees or services.

2. **TERM.** The initial term of the GLC’s Banking Services Agreement executed pursuant to this RFP will be for a period of three (3) years, and the Banking Services Agreement shall be renewable for three (3) successive one-year renewal terms each year thereafter, at the sole discretion of the GLC. The GLC may cancel the Banking Services Agreement at any time after the initial term upon sixty (60) days prior written notice to the selected bank. It is contemplated that the GLC, prior to the cancellation or non-renewal of the Banking Services Agreement, will solicit bids for, and award, a replacement banking services agreement. In order to facilitate the bidding for, and the transition to, a new provider of Banking Services, the selected bank (or banks) under this RFP shall cooperate fully with this process by continuing to provide Banking Services under the same prices and terms for a period not to exceed six (6) months after notice of cancellation or non-renewal.

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.

K. PROPOSAL SIGNATURES AND PACKAGING

A corporate representative who is authorized to contractually bind the firm must manually sign all copies of the proposal. The firm 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 firm contractually.

**ALL PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE AND PROPERLY
ADDRESSED TO THE LEGAL COORDINATOR AT THE GLC.
PRICING MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE.**

L. NON-EXCLUSIVE RIGHTS

By this RFP, the GLC does not intend to grant any firm the exclusive rights to provide all equipment, materials, and services required by the GLC during the period covered by any contract resulting from this RFP. If the GLC determines that 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.

M. PROPOSAL DELIVERY

It is the firm'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 firm. **Proposals transmitted by telegram, telephone, or fax will not be accepted.** A proposal may not be altered after delivery, unless requested by the GLC.

N. 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 firm(s) in any manner necessary to serve the Corporation's best interests.**

O. 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 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 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.

P. 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.

Q. 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.

R. INTERPRETATIONS AND DISPUTES

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

S. NONASSIGNABILITY

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

T. SPECIFICATIONS FOR REQUIRED BANKING SERVICES

The Georgia Lottery Corporation requires the following specifications for banking services:

1) Bank Accounts and Services

a) Master Operating Account

A master operating account must be established to fund the activity of several designated accounts. The master account will receive weekly deposits from a network of over 8,200 retailers using ACH transactions. On a scheduled weekly basis, the GLC will produce and deliver electronic ACH files to the bank. The GLC requires the bank to provide ACH initiation software that will enable the GLC to transmit ACH files to the bank via personal computer ("PC"). The bank will process the ACH transactions on the date the files are received. **Immediate credit and use of all funds deposited is required, effective as of the files' entry date.** The bank is required to provide to the GLC electronic media of all failed ACH transactions in a format acceptable to the GLC. The bank must provide to the GLC the ability to obtain return item information via PC transmission as soon as items are returned to the originating bank, but no less often than twice a day during normal business hours.

b) Controlled Disbursements Accounts

The GLC requires two Controlled Disbursements Accounts (for prize payments and accounts payable) that will be funded daily by the Master Operating Account.

c) Zero Balance Account (ZBA)

The GLC requires a ZBA that will fund activity generated by failed ACH transactions. The ZBA will be funded daily by the Master Operating Account.

d) GLC Office Accounts

Seven (7) GLC District Offices are required to maintain a checking account located in its respective city. The seven (7) GLC District Offices are located in the following cities: Dalton, Duluth, Columbus, Macon, Augusta, Tifton, and Savannah. The GLC also maintains separate checking accounts for the Atlanta Headquarters kiosk, for promotional events, and two airport kiosk locations. The average monthly balance in seven (7) District Office Accounts, promotions account and Atlanta Headquarters kiosk is approximately \$38,000.00. The average monthly balance in each of the two airport kiosk locations is approximately \$50,000.

e) **Incoming Wire Account**

An account is required for commercial deposit activity for retailers and vendors. This account will have the capability for receiving wire payments and over-the counter transactions. No ACH debits will be drafted from this account. This account will also need to be structured to allow confirmation notification, via facsimile, of any deposits received. Funds received into this account must be transferred daily to the Master Operating Account.

f) **Payroll Account**

An account is required for payroll transactions. A payroll vendor will transmit required files no less frequently than twice a month on behalf of the GLC. These files will contain direct deposit transactions and related tax liability transactions. The GLC maintains an imprest balance of \$15,000.00 in the Payroll Account.

g) **Escrow Account**

An account is required for the GLC's retailers who are required to provide a financial security deposit for a specified period of time for their lottery operations. This account will be structured to allow deposits of the financial security documents, which accrue interest, and the issuance of checks to refund retailers when their bonding period is completed. This account should be set up as a Master account with sub accounts for each retailer. This service should be included in the online banking service provided by your institution.

h) **Health Insurance Account**

An account is required for the GLC's health insurance. This account will be structured to fund our medical benefits by our health insurance provider. This account will allow both ACH debits and credits and have online banking capability to allow funds to be transferred between accounts. The GLC maintains an imprest balance of \$60,000 in the Health Insurance Account.

i) **Flexible Spending Account**

An account is required for the GLC's flexible spending account. This account will be structured to allow ACH debits and credits by our vendor on a daily basis and should have online banking capability to allow funds to be transferred between accounts.

j) **Dollar General Account**

An account is required for one of the GLC's retailers, Dollar General. This account will be structured to allow ACH debits and credits on a weekly basis. This account will also need to be set up to be debited weekly via an online banking application.

k) **Retailer Application Checks Account**

An account is required where each of the GLC's district offices and Atlanta Headquarters office will make deposits of checks received from our retailer base on a

daily basis. This account will be structured as “deposit only” and all funds deposited will flow into the Master Account at the end of each day.

l) Safekeeping Account

An account is required for safekeeping of securities purchased under the GLC’s investment policy. The GLC’s current portfolio contains U.S. treasury securities held in book entry form.

m) Balance and Activity Reporting

The GLC must have the capability of retrieving and viewing daily account information via an internal PC connection or similar electronic method acceptable to the GLC. This service will allow the GLC access to previous day and current day account information. Balance reporting is required for all accounts. Detail reporting is required, at a minimum, for the Master (Item a above), Controlled Disbursements (Item b above), Zero Balance (Item c above), and Incoming Wire (Item e above) accounts.

n) Tax Deposit Service

The GLC must have the capability to make automated tax deposits from the Master Operating Account using internet access or similar method acceptable to the GLC.

o) Electronic File Transfer

The GLC must have the capability to transmit banking files electronically via PC connection (internet transmission) daily (including weekends) for time periods as late as 6:00pm. Positive pay files must be made available to bank tellers no later than 9:00am the next banking day. Files sent next day before 9:00am must be made available to bank tellers by 11:00am the same day. A confirmation of file receipt will need to be provided via PC connection, preferably internet transmission.

p) Positive Pay Services

The GLC must have the capability to provide positive pay files to the banking institution via a secured electronic transmission method (email, internet, etc.) for the two Controlled Disbursements Accounts and the Payroll Account.

The GLC must have the capability to be notified, on a daily basis, via an internal PC connection of any exception items posting to the above accounts, and the ability to make payment decisions on these items.

q) Cash Vault (Lockbox) Services

The GLC must have the capability to process bank deposits through a cash vault (lockbox). Deposits are made twice a week to the Headquarters kiosk and the Master Operating Account. Deposits are made five times a week at the airport kiosk locations. Deposits are delivered to the cash vault through an armored service

provided by the GLC. Once deposits are received at the cash vault, confirmation of receipt is available via an internal PC connection under the electronic reporting process.

r) **Online Banking Services**

The GLC must have access to online banking services, via the internet and an electronic transmission site on a daily basis. The online banking service should allow multiple GLC users to access the site simultaneously. GLC users will need to access the online banking service on an “as needed basis”. Some of the functions performed via online banking are as follows:

- Retrieval of reports (Previous Day Summary & Detail Reports)
- Exception Item Reporting (Positive Pay – Prize, Accounts Payable, Payroll accounts)
- File/Data Transmission (Prize and Accounts Payable accounts)
- Return Item Retrieval – via electronic transmission
- Online Bank Statements & Reports
- Paid Item Inquiry
- Check Image Retrieval
- Stop Payment Requests
- Inter-Account Transfers
- ACH Transactions (Processing / File Import)
 - EFT Sweep Report
 - Resweeps
 - Quarterly Prize Payments
 - District Office Sweeps
 - Employee Expense Reimbursements
 - Employees Retirement System
 - Child Support Services
- Escrow Account – Check Printing/Reporting
- Account Reconciliation – (Several bank accounts)

s) **Account Reconciliation Service**

The GLC must have the capability to perform account reconciliation functions for several of our bank accounts, where information is uploaded from the bank and transferred via electronic file transmission to the GLC’s financial software package, Microsoft Dynamics version 10.0.

2) Other Requirements

The following banking services are also required by the GLC:

- a) **All GLC bank accounts must be interest bearing.** All proposals responding to this RFP must provide the formula for calculation of the basic interest rate at which the accounts shall accrue interest, with the stipulation that the GLC, at the GLC's discretion, may direct that certain account balances may be invested in accordance with other available interest rate bearing options.
- b) Proper collateralization of at least 110% for GLC accounts at all times or as required by Georgia Law.
- c) Electronic linkage enabling the issuance of stop payments and reconciliation adjustments via PC.
- d) Full maintenance reconciliation for controlled disbursement accounts.
- e) Non-repetitive and repetitive wire transfer capability.
- f) A monthly analysis statement of service charges for all accounts.
- g) Monthly bank statements of activity for all accounts.
- h) Capability to provide cancelled and returned checks to the GLC via CD-ROM.
- i) Capability to provide wire transfer services to the GLC via online banking.
- j) Upon request of GLC, provide current market pricing information (for non-bid solicitation purposes only) of U.S. treasury securities and provide costing information for a specific annuitized prize amount paid over a specified number of years funded by U.S. treasury securities.
- k) Capability to provide corporate credit cards for travel and purchasing purposes.

3) Future Endeavors

The following items are endeavors that the GLC may be interested in pursuing:

- a) Implementing a credit/debit card program to allow players to purchase lottery tickets at lottery kiosk locations.
- b) This same program would be structured to allow the GLC to issue credit and/or debit cards for the player's winnings received from the GLC in lieu of prize checks.

4) Additional Banking Services and/or Benefits

Please provide the GLC with any additional banking services and/or benefits your company deems potentially beneficial to enhance the GLC's current or future business operations. Please include current pricing for these services.

EXHIBIT A

ALL PRICING INFORMATION MUST BE SUBMITTED IN A SEPARATELY SEALED ENVELOPE ALONG WITH THE PROPOSAL.

I. PRICING OF REQUIRED BANKING SERVICES

Banks are required to submit a schedule of all fees associated with the accounts, services and transactions specified in this RFP. In addition, banks are required to include the pricing of all services not described below or specifically described in the RFP, which the bank deems as required in order for the bank to meet all requirements of this RFP. The schedule presented below must be completed, as presented, and included in the responding bank's proposals.

The volumes shown below are the monthly average for the most recent six months ended June 2009, as computed by the GLC. The average daily collected (Master Account) balance is approximately \$7-8 Million. Actual services and volumes may vary over the life of the Banking Services Agreement.

ACCOUNT/ FUNCTION	SPECIFIC SERVICE	AVERAGE MONTHLY VOLUME	THREE YEAR CONTRACT PRICE (PER ITEM PER MONTH)
<i>MASTER ACCOUNT</i>			
Depository Services	Deposited Items	300	
	Return Deposits	5	
	Credits	100	
	Debits	150	
	ACH Debits	300	
	ACH Credits	55	
Standard Services (ZBA)	Per Master Account	1	
	Account Maintenance	2	
Cash Vault Services	Deposits to Banking Centers	35	
General ACH Services	Next Day Posting (Credit/Debit)	20-22,000	
	PC Input	35	
	Maintenance	3	
Additional ACH Services	Return Items	220	
	ACH Support	1	
Wire Transfer	Outgoing, Repetitive	40	
	Outgoing, Non-Repetitive	40	
	Incoming	25	
	Book Transfer, Non-Repetitive	8	

ACCOUNT/ FUNCTION	SPECIFIC SERVICE	AVERAGE MONTHLY VOLUME	THREE YEAR CONTRACT PRICE (PER ITEM PER MONTH)
<i>CONTROLLED DISBURSEMENTS ACCOUNTS</i>			
(Payment of Prizes and Accounts Payable – volumes are combined for both accounts)	Funding Credits	45	
	Items Paid	7,500	
	Maintenance	2	
Account Reconciliation	Full Reconciliation & Associated Services	7,800	
<i>ZERO BALANCE ACCOUNT</i>			
Depository Services	ACH Credits	25	
Standard Services (ZBA)	Account Maintenance	1	
<i>DISTRICT OFFICE & KIOSK ACCOUNTS</i>			
	Account Analysis	10	
<i>INCOMING WIRE ACCOUNT</i>			
	Account Analysis	1	
	Deposited Items	85	
<i>PAYROLL ACCOUNT</i>			
Depository Services	Debits	30	
	ACH Debits	4	
	ACH Credits	2	
	Account Maintenance	1	
General ACH Services (Corporate to Consumer)	Next Day Posting (Credit/Debit)	1,000	
Additional ACH Services	Deletes and/or Reversals	2	

ACCOUNT/ FUNCTION	SPECIFIC SERVICE	AVERAGE MONTHLY VOLUME	THREE YEAR CONTRACT PRICE (PER ITEM PER MONTH)
SAFEKEEPING ACCOUNT	Maintenance/Account Analysis	1	
FLEXIBLE BENEFITS ACCOUNT	Account Analysis	1	
ESCROW ACCOUNT	Account Analysis	1	
HEALTH INSURANCE ACCOUNT	Account Analysis	1	
DOLLAR GENERAL ACCOUNT	Account Analysis	1	
RETAILER APPLICATION CHECKS ACCOUNT	Account Analysis	1	
OTHER SERVICES REQUIRED TO MEET THE SPECIFICATIONS OF THIS RFP			
Please itemize in detail the specific services and indicate the contract price for each service			

EXHIBIT A (cont'd)

II. INTEREST BEARING RATES

Each responding bank must indicate in their bid response the monthly interest rate that will be applied to the following accounts:

<u>Account</u>	<u>Average Collected Monthly Balance</u>	<u>Interest Rate/Yield</u>
Master Operating Account	\$8,400,000.00	_____
District Office & Kiosk Accounts	\$38,000.00	_____
Airport Kiosks Accounts (each)	\$50,000.00	_____
Payroll Account	\$15,000.00	_____

III. DESIRED SERVICES

A. Geographic Representation

Each of the eight GLC Offices is required to maintain a checking account located in its respective city. The eight (8) GLC District Offices are located in the following cities:

Dalton –
Dalton Shopping Center
1345 West Walnut Avenue, Suite 1
Dalton, Georgia 30720

Augusta –
Washington Crossing Center
2907 Washington Road
Suites A, B, and C
Augusta, Georgia 30909

Duluth –
1680 Executive Drive South
Suite 800
Duluth, Georgia 30096

Tifton –
2406 N. Tift Avenue
Suite 101
Tifton, Georgia 31794

Columbus –
The Landings at Airport Thruway
2517 Airport Thruway
Columbus, Georgia 31904

Savannah –
101 Little Neck Road
Building 8, Suite E
Savannah, Georgia 31419

Macon –
Bloomfield Village Shopping Center
3740 Eisenhower Parkway
Macon, Georgia 31206

Airport North & South -
Hartsfield Jackson Carousel 4N/4S
6000 North Terminal Parkway
Atlanta, Georgia 30320

The GLC Headquarters Office and Airport Kiosks are located in Atlanta. Each responding bank must provide, in their responses, details on which of the above cities the bank has a full-service branch location, and its proximity to the GLC office.

B. Financial Position and Experience in Comparable Banking Services

The GLC is interested in forming a relationship with a bank that has resources and experience in providing banking services. Each responding bank must detail, in its response, its financial position, the depth and breadth of its experience, and its other resources in providing banking services. Each bank is required to submit one (1) copy of its most recently issued annual report. Each bank is required to provide at least three references of current customer accounts with products and services similar to those specified in this RFP. For these references, include customer business name, contact name, address, telephone number, services provided and length of time such services have been provided.

EXHIBIT B

CONTRACT COMPLIANCE AND FINANCIAL DISCLOSURE FORM
(ONLY INDICATE NEW INFORMATION OR CHANGES FROM YOUR PREVIOUS REPORT)

1. Name of Business:

2. Attach verification of authorization to conduct business in the State of Georgia.

3. List the name, address, area code and telephone number, and social security number of the contractor's principal officers, directors, partners, owners with a controlling interest and shareholders (or their families) with at least five percent (5%) of contractor's stock; if a trust, the trustee and all persons entitled to receive income or benefits from the trust; if an association, the members, officers and directors; if a partnership or joint venture, all general partners or joint venturers:
 - a. Name:
Relationship to contractor:
Address:

Telephone number, including area code:
Social Security number:

 - b. Name:
Relationship to contractor:
Address:

Telephone number, including area code:
Social Security number:

 - c. Name:
Relationship to contractor:
Address:

Telephone number, including area code:
Social Security number:

4. List the details of any bankruptcy, insolvency, or reorganization of business or individual purchase or takeover of another business, including bonded indebtedness, or any pending litigation, by any member of the Contractor team:
 - a. Filing or action:
Date of filing or action:
Court of filing or action:
Date of discharge if bankruptcy:
Pending litigation:
 - b. Filing or action:
Date of filing or action:
Court of filing or action:
Date of discharge if bankruptcy:
Pending litigation
5. List the business entities that are a part of the Contractor Team, and list the Fiscal Years for each team member. Complete a consent form for each. (See Attachment A.)
6. List all the individuals constituting the Contractor team and who are working on the GLC contract. Complete a Consent Form for each. (See Attachment B.)
7. List all states and jurisdictions in which any member of the Contractor team has applied for, sought renewal of, has received, has been denied, has pending, or has had revoked a lottery or gaming license or lottery contract of any kind. Include any fines or penalties assessed and all facts or circumstances underlying the revocation or suspension of a license if denial of such license has been pending for more than six months:
 - a. State:
Type of license:
Status of license:
Fines or penalties:
Circumstances:

b. State:

Type of license:

Status of license:

Fines or penalties:

Circumstances:

c. State:

Type of license:

Status of license:

Fines or penalties:

Circumstances:

Certification of information:

I, _____, hereby certify that all members of the Contractor team have filed appropriate tax returns as provided by the laws of the state of Georgia. I further warrant that the information contained in this Contract Compliance and Financial Disclosure Form is true and complete, and acknowledge that a finding that it is not true or complete may result in a cancellation of the contract.

I further certify that each member of the Contractor team recognizes and acknowledges that there are certain limitations on their activities, now and in the future, including, but not limited to, limitation on certain political contributions, limitation of the ability to submit proposals in response to subsequent request for proposals issued by the GLC, limitation on the ability to enter into or perform contracts or other arrangements with certain third parties, and limitation on the ability to purchase Lottery tickets. The restrictions on the ability to purchase lottery tickets and entering into contracts or other arrangements apply to the employees of the members of the Contractor team and the members of such employees' households, and each member of the Contractor Team will enforce such restrictions upon its employees and subcontractors. (Attach Contractor's restrictions acknowledgment form. If not using a form, please explain.)

Date: _____

Printed Name: _____

Signature: _____

Title: _____

EXHIBIT C

AUTHORIZATION FOR INVESTIGATION

I, _____, hereby authorize the Georgia Lottery Corporation or its designee to conduct a background investigation to determine the criminal and financial credit history of_____. I hereby release all organizations, individuals, agencies, and other employees and agents from any liability that may result from their furnishing such information and authorize all organizations, individuals, agencies, and their employees and agents contacted by the Georgia Lottery Corporation or its designee to provide such information.

Business Address:_____

City/State/Zip Code:_____

Date:_____

Printed Name:_____

Signature:_____

Title:_____

EXHIBIT D

CONSENT FORM

I hereby authorize the Georgia Lottery Corporation to receive any criminal history record information pertaining to me that may be in the files of any state or local criminal justice agency in Georgia.

Full Name Printed

Street Address

City State Zip Code

Sex

Race

_____/_____/_____
D O B

SSN

Signature

Date: _____

Notary