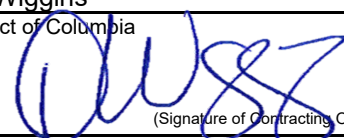


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Solicitation Number CFOPD-21-R-007		Page of Pages 1 Attachments	
2. Amendment/Modification Number Amendment No. 1	3. Effective Date See Box 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption Lottery Advertising Services		
6. Issued by: Code		7. Administered by (If other than line 6)			
Office of the Chief Financial Officer Office of Contracts 1100 4 th Street SW Suite E610 Washington, DC 20024					
8. Name and Address of Contractor (No. street, city, county, state and zip code) ALL POTENTIAL OFFERORS		X	9A. Amendment of Solicitation No. CFOPD-21-R-007		
Code			9B. Dated (See Item 11) November 30, 2020		
Facility			10A. Modification of Contract/Order No.		
			10B. Dated (See Item 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning a <u>1</u> written copy of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS , IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to (Specify Authority):					
B. The above numbered contract/order is modified to reflect the administrative changes.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority) Administrative					
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return 1 copy to the issuing office.					
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
<p>The above referenced solicitation to provide a Lottery Advertising Services is hereby amended to reflect the following changes (Attachment A) and response to inquiries received (Attachment B).</p> <p style="text-align: center;">ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</p>					
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer		
			Drakus Wiggins		
15B. Name of Contractor (Signature of person authorized to sign)		15C. Date Signed	16B. District of Columbia 		16C. Date Signed 12/10/2020
			(Signature of Contracting Officer)		

Attachment A

The following changes are hereby incorporated into the solicitation.

1. Section C.3.9.2.3 is replaced as following for clarification:
 3. Provision of support for publicity, special events, and public relations for programs in the Advertising and Marketing Plan and the Communication Plan. The Contractor shall assist the Lottery's communications team with public relations activities and communication for key program and products. This can include but is not limited to the creation collateral materials (i.e. handouts, FAQs, talking points, brochures), development of press releases, media relations, social media and other efforts to increase visibility of the program and/or product.
2. Section G.1(b)iii.d is amended as follows for clarification:
 - d. Authorize the expenditure of funds by the Contractor beyond the dollar limits of the contract;
3. Section I.30, Insurance is amended to change the per occurrence and aggregate amounts for Cyber Liability Insurance, Professional Liability Insurance (Errors & Omissions), and Commercial Umbrella or Excess Liability from \$10,000,000 to \$5,000,000.
4. Section L.3.2.3.III.a is amended for the sole purpose of replacing the definition of "similar in size and scope" as follows:

"Similar in size and scope" refers to a diverse range of advertising and marketing services that includes digital campaigns, traditional campaigns, public relations and communications and purchasing media placements on traditional and non-traditional platforms as the required services described in Section C.
5. Section M.3.1 is deleted in its entirety and replaced as follows for the purpose of elaborating on the factor evaluations; maximum points remain unchanged:

M.3.1 Technical Evaluation Factors (80 Points Maximum)

The technical evaluation will be subjective. The technical proposal will be scored up to the maximum possible points based on the rating guidelines. The technical proposal will be evaluated based on the following subfactors:

1. Technical Approach and Methodology (15 Points Maximum)

This factor evaluates how complete and well defined is the Offeror’s approach and methodology to demonstrate that the Offeror has standard, agile processes and technologies in place to effectively develop products, communicate with customers, and to provide the requirements of Section C based on Offeror’s information in response to Section L.3.2.3.I.

2. Technical Expertise (15 Points Maximum)

This factor evaluates the Offeror’s level of technical expertise and capacity and the qualifications of the Offeror’s key staff and key subcontractors in understanding the DC Lottery products and brands, achievements in the advertising and marketing industry, and forward-looking proficiency to provide outstanding performance of the required services in Section C based on Offeror’s information in response to Section L.3.2.3.II.

3. Past Performance (25 Points Maximum)

This factor evaluates the Offeror’s relevant experience in services “similar in size and scope” that indicates a prospect for similar performance on the resulting contract based on Offeror’s information in response to Section L.3.2.3.III.

4. Case Studies and Samples (25 Points Maximum)

This factor evaluates how the Offeror’s case studies and samples provide relevant supporting details of particular work performance and examples of work product to indicate a high prospect for satisfactory performance of the required services in Section C based on Offeror’s information in response to Section L.3.2.3.IV.

Attachment B

The following are responses to inquiries received.

Question 1. Given that C.3.2.5: #5 Page 8 states that The Contractor shall not make any commitments on behalf of the Lottery without the Lottery's written approval and, as stated on G.1 (a) and (b) Page 31: The CO for this Contract is: Mr. Drakus Wiggins; the COTR for this contract is: Ms. Nicole Jordan.

and, as stated on Page 32 iii: The COTR (Nicole Jordan) does NOT have the authority to:

- a. Award, agree to, or sign any contract, delivery order or task order. Only the Contracting Officer (CO) (Drakus Williams) shall make contractual agreements, commitments or modifications; AND
- d. Authorize the expenditure of funds by the Contractor.
- iv. The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer (Mr. Drakus Wiggins).

Please confirm that all approvals, media authorizations, media plans, production estimates and sponsorship agreements, will be signed by Mr. Drakus Wiggins, to authorize the expenditure of funds.

Response 1. All approvals, media authorizations, media plans, production estimates and sponsorship agreements, will be signed by the COTR, Nicole Jordan, to authorize the expenditure of funds within the dollar limits of the contract. The contracting officer, Mr. Drakus Wiggins, would authorize any changes to the contract and/or contract terms. See Attachment A, Item 2.

Question 2. C.3.3.4 Creative Services Page 10: Regarding the following contract provision: The Lottery shall own all exclusive, perpetual rights to anything created under this Contract.

C.3.6.5 Page 17 Creative Development, #12: Photos and stock artwork will be available for infinite use throughout the contract term, there shall be no expiration or end date on the Lottery's rights to use the content. All stock asset pricing will be included in project estimates.

Please clarify that the Lottery will accept licensed work as stated below

H.10.3 Pre-Existing and Third Party Rights

1. To the extent that any pre-existing rights and/or third party rights or limitations are embodied, contained, reserved or reflected in the Works, the Contractor shall either (a) grant to the District the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing rights and any derivative works thereof in connection with the sale, offering for sale, marketing, advertising, and promotion of the District's goods and services, and in all forms of media, media channels and/or publicity that may now exist or hereafter be created or developed, including but not limited to television, radio, print, Internet, and social media (e.g., Facebook, Twitter, YouTube, etc.) and (ii) authorize others to do any or all of the foregoing, or (b) where the obtaining of the aforementioned rights is not reasonably practical or feasible, provide written notice to the District of such pre-existing or third party rights or limitations, request the District's approval of such pre-existing or third party rights, obtain a limited right and license to use such pre-existing or third party rights on such terms as may be reasonably negotiated, and obtain the District's written approval of such pre-existing or third party rights and the limited use of same. The Contractor shall provide the District with documentation indicating a third party's written approval for the Contractor to use any pre-existing or third party rights that may be embodied, contained, reserved or reflected in the Works. The Contractor shall indemnify, defend and hold the District harmless from and against any and all claims, demands, regulatory proceedings and/or causes of action, and all losses, damages, and costs (including attorneys' fees and settlement costs) arising from or relating to, directly or indirectly, any claim or assertion by any third party that the Works infringe any third party rights. The foregoing indemnity obligation shall not apply to instances in which the District either (y) exceeded the scope of the limited license that was previously obtained by the Contractor and agreed to by the District, or (z) obtained information or materials, independent of the Contractor's involvement or creation, and provided such information or materials to the Contractor for inclusion in the Works, and such information or materials were included by the Contractor, in an unaltered and unmodified fashion, in the Works.

Response 2. The Lottery will accept licensed work as stated in Section H.10.3. The Lottery expects the contractor to purchase all rights to licensed work in the initially and renew licenses as needed to comply with the contract requirements.

Question 3. C.3.9 Communications Regarding 2, #3: Please elaborate on your expectations for the contractor to provide: “Provision of support for publicity. Special events, and public relations for programs

Response 3. The Contractor may assist the Lottery’s communications team with public relations activities and communication for key program and products. This can include but is not limited to the creation collateral materials (i.e. handouts, FAQs, talking points, brochures), development of press releases, media relations, social media and other efforts to increase visibility of the program and/or product. See Attachment A, Item 1.

Question 4. Regarding the following contract provision: Intellectual Property Search

1. The Contractor, at its expense, shall conduct all appropriate intellectual property searches (e.g., full copyright, trademark or service mark or patent searches) for all proposed Works, to ensure that the proposed Works are protectable by the District and do not infringe the Intellectual Property Rights of any third person or entity. The Contractor holds the District harmless from the infringement of such Works, as set forth above. The District retains the right and option to obtain or secure registration of the Works in its own name, and on its own behalf, without the substantive involvement of the Contractor. The District will withhold indemnified losses from payments to the Contractor, or, if no payments are made, the District will make demand of payment within thirty (30) Days of the District’s demand.

Please define “all appropriate IP searches and “full” copyright trademark or service mark or patent searches. Industry standards typically provide for first level USPTO searches for topline conflicts, followed by client in-house counsel or significant outside counsel costs.

Response 4. The OLG requires that the Works provided by the Contractor to the OLG not infringe upon the intellectual property rights of third parties. Accordingly, the OLG expects the contractor to use its expertise and professional judgement to apply the necessary approach and methodology to comply with the intellectual property searches requirement.