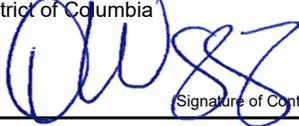


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Solicitation Number CFOPD-21-R-026		Page of Pages 1 Attachment	
		2. Amendment/Modification Number Amendment No. 1	3. Effective Date See Box 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption Lottery Advertising Services
6. Issued by: Office of the Chief Financial Officer Office of Contracts 1100 4 th Street SW Suite E610 Washington, DC 20024		Code	7. Administered by (If other than line 6)		
8. Name and Address of Contractor (No. street, city, county, state and zip code) ALL POTENTIAL OFFERORS Code Facility		X	9A. Amendment of Solicitation No. CFOPD-21-R-026		
			9B. Dated (See Item 11) April 1, 2021		
			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.) The above referenced solicitation to provide a Lottery Advertising Services is hereby amended to respond to inquiries received (Attachment A). ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED					
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 04/14/2021
			(Signature of Contracting Officer)		

Attachment A

The following are responses to inquiries received.

Question 1. Will agency partners be acceptable with separate niche expertise?

Response 1. In accordance with Section B.3, the solicitation is designated for the CBE market only. In compliance with Section H.3.4 and H.3.16(a-1), an Offeror may respond to Section L.3.2 with its subcontractor information.

Question 2. Is there an expected range for retained services?

Response 2. The historical data on the Monthly Retainer Fee is in the current contract CFOPD-16-C-016.

Question 3. What is the set-aside component? Is that part of the CBE?

Response 3. Pursuant to Section B.3, this solicitation is designated only for certified business enterprise (CBE) offerors under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", effective October 20, 2005 (D.C. Law 16-33; D.C. Official Code § 2-218.01 et seq.), as amended. Offerors must be certified at the time of submittal to eligible for an award as a result of this solicitation.

Question 4. Is there a proposed start date for the contract?

Response 4. The District anticipates contract award June 2021 per Section L.1.8.

Question 5. Under Digital Media Analysis, (p.19, C.3.6.8 no. 7) the RFP calls for user level support and dedicated staff to aid in maintenance and analysis. Is this a tech support function?

Response 5. This is not a technical support function. The contractor must be able to provide real time reporting and analytics for a digital marketing program.

Question 6. Page 10, Section C.3.3.1 Alternative Solutions: The Contractor is directed to provide three versions of TV story boards, radio scripts, and ads, however page 16, Section C.3.6.5 calls for four creative alternatives. Can you specify the actual requirement?

Response 6. The RFP is accurate. Three versions are required for traditional media. Four creatives are required for digital media.

Question 7. Page 11, Section C.3.3.5, Production: The Contractor shall make good faith efforts toward having production work done within the District of Columbia. For the purpose of this contract, what specifically

constitutes "production work" (i.e., is this pertaining to video production, art production, etc. or production of material such as signage)?

Response 7. Production work is all inclusive and refers to any work created for the Lottery. This includes video, art, and printing.

Question 8. Page 19, C.3.6.8 No. 6 Reporting Capabilities shall be built within a business intelligence tool framework such a Tableau or Microsoft Power BI to allow for user friendly analysis. Can the contractor provide a different tool, so long as it supports required visualization and analysis?

Response 8. The contractor can use another technology solution. However, the solution should have the same capabilities and functionalities as the solutions referenced, integrate with Lottery's technology platform and must not be a proprietary system to mitigate risk for the District.

Question 9. Page 24, C.3.15.3 cites three required key positions: Account Executive, Creative Director and Media Director. However, page 84 Technical Expertise, Section II.b, states that key staff must include the Key Personnel (listed above), the Offeror's key staff to support Billing Oversight, and any other staff that will be dedicated or otherwise made available to perform work in conjunction with the resultant contract. Can you clarify whether these specified "key staff" are subject to the same conditions as laid forth for the "Key Personnel"?

Response 9. The Offeror shall propose its key personnel to meet the conditions of the solicitation. The Account Executive, Creative Director and Media Director are the minimum required Key Personnel.

Question 10. How much of this RFP and approach are a continuation of what you are currently doing vs. a completely new campaign concept?

Response 10. The marketing approach that is outlined in the RFP is in use by the Lottery. However, the gaming industry is always evolving and enhancements are needed.

Question 11. What are the gaming initiatives and how do you see those playing out?

Response 11. See Section C.1 of the solicitation or visit www.dclottrey.com for more information.

Question 12. Are there other organizations that you sponsor vs. the Nationals?

Response 12. The DC Lottery has various sponsorships with organizations in the District of Columbia. This including media organizations and all local sports teams.

Question 13. Are there page limits and/or expectations for the two volumes?

Response 13. No, refer to Section L.3 of the solicitation for submission requirements.

Question 14. C.3.3.4 Creative Services Page 10:

Regarding the following contract provision: The District shall own all exclusive, perpetual rights to anything created under this Contract.

C.3.6.5, #12, 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 co

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

H.10.3 Pre-Existing And Third Party Rights

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 14. The Lottery will accept licensed work as stated in Section H.10.3, provided the contractor makes all attempts to provide the Lottery with exclusive and perpetual rights.

Question 15. Regarding the following contract provision: H.10.5 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.

QUESTION: Please define "all appropriate IP searches and "full" copyright trademark or service mark or patent searches. Industry standards typically provide for agency provided first level USPTO searches for topline conflicts, followed by client in-house counsel and/or or outside counsel (with associated costs)

Response 15. The Lottery requires that the Works provided by the contractor to the Lottery not infringe upon the intellectual property rights of third parties. Accordingly, the contractor must conduct all necessary intellectual property searches to comply with this requirement.

Question 16. Will the CBE Subcontracting Plans required in Section H.3 be submitted with each Proposal be forwarded to the Department of Small and Local Business Development (DSLBD) for approval prior to being accepted and evaluated?

Response 16. The CBE subcontracting plans will not be forwarded to DSLBD for approval prior to being accepted and evaluated.

Question 17. Pg. 20 – C.3.7.3.1 Contractor shall monitor all social media platforms twenty-four hours a day, seven days a week and shall respond to inquiries using approved messaging and/or forward to the Lottery.

Social Media Response Management: What is the desired window of time to respond, or notify the DC Lottery staff, to social messages that are received? Will the expectation be to respond or notify DC Lottery staff within 24 hours of receipt?

Industry standards vary: 40% of consumers expect brands to respond within the first hour of reaching out on social media, while 79% expect a response in the first 24 hours. - Sprout Social

Response 17. The Lottery is highly responsive to customers and respond within 24 hours. The Lottery will provide the contractor with approved messaging for use in market. The Lottery will also develop escalation procedures. The contractor should contact Lottery according to procedures outlined. For emergencies, the Lottery would be contacted immediately.