

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Solicitation Number CFOPD-23-R-023		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 Security 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 Code Facility		X	9A. Amendment of Solicitation No. CFOPD-23-R-023		
			9B. Dated (See Item 11) April 5, 2023		
			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 Lottery Security Services is hereby amended to reflect the following changes (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, CPPO		
15B. Name of Contractor (Signature of person authorized to sign)		15C. Date Signed	16B. District of Columbia <i>Drakus Wiggins</i> (Signature of Contracting Officer)		16C. Date Signed 04/13/2023

Attachment A

The following changes are hereby incorporated into the solicitation.

1. Section C.5.2.20 is deleted in its entirety and replaced as follows to clarify overtime:

The COTR shall pre-approve all overtime hours and those hours will be paid at time and a half the standard hourly rate, in accordance with Section B. OLG will pay for example, the overtime rate of Shift Supervisor/Lieutenant should be one and a half-time the standard rate for Shift Supervisor/Lieutenant. The Contractor shall be responsible any overtime not requested or pre-approved by the COTR.

2. Section C.5.4.2 is deleted in its entirety and replaced as follows to exempt incumbent security personnel from the provision:

Except for incumbent SPOs and Shift Supervisors/Lieutenants, the Contractor shall require Contractor personnel to submit a physician's certificate in compliance with DCMR 6A, Section 1111, "ELIGIBILITY REQUIREMENTS - HEALTH".

3. Section C.5.16.1 is deleted in its entirety and replaced as follows:

The OLG requires that a total of three (3) SPOs be available as substitutes to step in and take shifts either temporarily or permanently, as needed. The OLG requires those three (3) SPOs be vetted by the OLG and trained on site prior to being considered available as substitutes. The Contractor shall be responsible for all costs of onsite training any new or substitute Contractor personnel.

4. Section H.7 BACKGROUND INVESTIGATIONS AND OTHER INTEGRITY REQUIREMENTS is deleted in its entirety and replaced as follows:

H.7 OLG BACKGROUND INVESTIGATIONS

H.7.1 OLG may initiate investigations into the backgrounds of any of the Contractor's officers, principals, investors, owners, employees, subcontractors, or subcontractors' officers, principals, owners or employees, or any other associates of the Contractor(s) it deems appropriate. Such background investigations may include fingerprint identification by the Metropolitan Police Department and the Federal Bureau of Investigation.

H.7.2 In order to facilitate the background investigations, the Contractor, including the parent or subsidiary of the Contractor, shall complete OLG's Security Background

Packet. OLG reserves the right to require additional background information from the Contractor.

H.7.3 The Contractor agrees that, during the term of the Contract and any renewal thereof, it shall be obligated to provide such information about its officers, directors, employees and owners, as well as all information about its subcontractors' officers, directors, employees and owners, as OLG may prescribe. The Contractor also agrees that the OLG may conduct background investigations of such persons.

H.7.4 The Contractor shall (1) fully cooperate with official inquiries by responding to questions truthfully and under oath when required, whether orally or in writing, (2) provide documents and other information of official interest, and (3) attend integrity training.

5. Section H.11, NO PURCHASE OF LOTTERY TICKETS OR WAGERING ON DISTRICT OPERATED SPORTS WAGERING is hereby added as follows:

H.11 NO PURCHASE OF LOTTERY TICKETS OR WAGERING ON DISTRICT OPERATED SPORTS WAGERING

During the term of the Contract and any extensions thereof, the Contractor's personnel (including, but not limited to, partners, temporary employees, subcontractors and consultants) who are performing services directly under or related to the awarded contract, including members of their households, are prohibited from purchasing a lottery ticket in the District engaging in sports wagering operated by the District and claiming winnings from any lottery operated by the District of sports wagering operated by the District. The Contractor shall ensure that this requirement is made known to all personnel involved with the performance of this Contract.

6. Section H.12, OLG NON-DISCLOSURE AGREEMENT is hereby added as follows:

H.12 OLG NON-DISCLOSURE AGREEMENT

The Contractor shall maintain as confidential and shall not disclose to third parties without OLG's prior written consent, any OLG information including, but not limited to, OLG's business activities, practices, systems, conditions, products, services, public information and education plans and related materials, and game

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and marketing plans. The Contractor's nondisclosure requirements under this subsection shall not apply to any OLG materials that are (through no fault of the Contractor) already in the public domain at the time of the Contractor's receipt of such materials and/or where such disclosure is required by applicable law or regulation.