AWARD/CONTRACT

1. Solicitation Number	Page of Pages	
	1	95 + Attachments

2. Contract Number	3. Effective Date	4. Requisition/Purchase Request/Project No.
CFOPD-25-C-001A	See Box 20C	

5. Issued By Code

Office of the Chief Financial Officer
Office of Contracts
1100 4th Street, SW., Suite E620
Washington, DC 20024

6. Administered By (If other than line 5)

7. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)

IGT Global Solutions Corporation
10 Memorial Boulevard
Providence, RI 02903
Attn: Matthew Benoit
Matthew.Benoit@igt.com 401-392-1000 (o)

Code Facility

8. Delivery

[X] FOB Destination [ ] Other (See Schedule Section F)

9. Discount for prompt payment

10. Submit Invoices to the Address shown in Line 12 Item
(2 copies unless otherwise specified)

11. Ship to/Mark For Code

Office of the Chief Financial Officer
Office of Lottery and Gaming
2235 Shannon Place SE
Washington, DC 20020
Attn: Stephen Cooke - COTR
Email: Stephen.Cooke@dc.gov

12. Payment will be made by Code

Office of the Chief Financial Officer
Office of Lottery and Gaming
2235 Shannon Place SE
Washington, DC 20020

13. Contract Type Requirements with NTE Ceiling

14. Accounting and Appropriation Data

15A. Item	15B. Supplies/Services	15C. Qty	15D. Unit	15E. Unit Price	15F. Amount
1	Instant Ticket and Manufacturing Services	1	Lot	NTE $980,000	NTE $980,000
			Total Amount of Contract		NTE $980,000.00

16. Table of Contents

(X)	Section	Description	Pages	(X)	Section	Description	Pages
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
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	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
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Contracting Officer will Complete Item 17 or 18 as Applicable

17 [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 pdf copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18 [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. Name and Title of Signer (Type or print)
Joseph S. Gendron COO, Global Lottery

20A. Name of Contracting Officer
Drakus Wiggins, CPPB, CPPO

19B. Name of Contractor	19C. Date Signed	20B. District of Columbia	20C. Date Signed
Joseph S. Gendron (Signature of person authorized to sign)	11/27/2024	Drakus Wiggins (Signature of Contracting Officer)	12/18/2024

SECTION B

CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE

B.1 GENERAL INFORMATION

The District of Columbia Office of the Chief Financial Officer, Office of Contracts, on behalf of Office of Lottery & Gaming (OLG) (the "District") awards a Contractor to manufacture instant ticket and digital games for the DC Lottery.

B.2 CONTRACT TYPE

The District shall award a Requirements contract with Firm Fixed unit pricing and option pricing based on a Fixed Percentage Fee structure.

B.3 ALL-INCLUSIVE PRICING

The stated Price Per Unit for each Contract Line-Item Number (CLIN) shall be fixed, inclusive of all of the Contractor's direct cost, indirect cost, and profit; including travel, material, and delivery costs. The price shall include all cost associated with the services described in and required by the Contract. The Total Estimated Price shall represent the price ceiling, fixed fee, or not to exceed amount of the Contract.

B.3.1 NONPROFIT FAIR COMPENSATION ACT OF 2020, D.C. Code § 2-222.01 *et seq.*
Nonprofit organizations, as defined in the Act, shall include in their rates the indirect costs incurred in provision of goods or performance of services under this contract pursuant to the nonprofit organization's unexpired Negotiated Indirect Cost Rate Agreement (NICRA). If a nonprofit organization does not have an unexpired NICRA, the nonprofit organization may elect to instead include in its rates its indirect costs:

(1) As calculated using a *de minimis* rate of 10% of all direct costs under this contract;
(2) By negotiating a new percentage indirect cost rate with the awarding agency;
(3) As calculated with the same percentage indirect cost rate as the nonprofit organization negotiated with any District agency within the past two years; however, a nonprofit organization may request to renegotiate indirect costs rates in accordance with B.3.2; or
(4) As calculated with a percentage rate and base amount, determined by a certified public accountant using the nonprofit organization's audited financial statements from the immediately preceding fiscal year, pursuant to the OMB Uniform Guidance and certified in writing by the certified public accountant.

B.3.2 If this contract is funded by a federal agency, indirect costs shall be consistent with the requirements for pass-through entities in 2 C.F.R. § 200.331, or any successor regulations.

B.3.3 The Contractor shall pay its subcontractors which are nonprofit organizations the same indirect cost rates as the nonprofit organization subcontractors would have received as a prime contractor.

B.4 PRICING SCHEDULE

1. The District will purchase its requirements of the services included herein from the Contractor. The estimated quantities stated in the Pricing Schedule reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be required from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

   (1) The Total Estimated Price, not to exceed amount of the Contract for the Base Period, and for any Option Period, if exercised, is $980,000.00.

   (2) The DC Lottery provides as context the worksheet below entitled "Estimated Annual Ticket Volume" as guidance for its anticipated number of individual games launched per year as well as total tickets printed by price point per year. All ticket quantities listed on this worksheet are estimates and shall not represent a guarantee of ticket quantities to be printed.

Estimated Annual Ticket Volume							
Price Point	$1	$2	$3	$5	$10	$20	$30
Estimated # of Games Launched per Year	6	7	3	10	5	2	2
Avg. # of Tickets (Print Run) per Game	600,000	360,000	360,000	360,000	240,000	450,000	450,000
Estimated Annual Volume of Tickets Printed	3,600,000	2,520,000	1,080,000	3,600,000	1,200,000	900,000	450,000

2. Prices in the Base Year and Option Year tables are inclusive of the following:

   (1) Artwork development and customer proof;
   (2) Internal game audit;
   (3) Game software development;
   (4) Game Working Papers;
   (5) Game name federal trademark searches;
   (6) 10pt card stock coated one side;
   (7) Four (4) colors plus black and white on the ticket front;
   (8) Up to two (2) base graphic colors on the ticket back;
   (9) Black imaging;
   (10) Protective Spot varnish coating in the play area under the rub-off material;
   (11) Three (3) colors plus black and white for the overprints;

(12) Perforated and fan-folded books, folded with ticket backs facing out;
(13) Cartoned in industry standard cartons;
(14) Plus/minus 2% delivery tolerance;
(15) Single delivery per game to DC Lottery's designated warehouse located in Washington, DC; and
(16) 20 regular sample books delivered with the live game.

3. Prices are per 1,000 tickets USD and are based on the indicated rung quantity. For game quantities that fall between the rungs, the lower quantity rung will be used to establish the price per 1,000.

B.4.2 BASE YEAR

Price Point→	$1	$2	$3	$5	$10	$20	$20	$30	$30	$50	$50
Ticket Size→	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack→	200	100	100	40	30	15	15	10	20	15	20
Ticket Volume (Print Run) per Game Ordered↓											
0 - 99,999	$281.30	$296.75	$309.35	$327.92	$332.82	$333.28	$356.49	$358.28	$394.11	$438.97	$429.94
100,000 - 199,999	$249.61	$258.74	$260.67	$284.74	$289.81	$290.26	$310.47	$312.03	$343.23	$378.74	$374.44
200,000 - 399,999	$106.92	$112.88	$114.77	$124.45	$129.74	$130.09	$139.15	$139.85	$153.83	$169.92	$167.82
400,000 - 599,999	$55.92	$61.71	$70.60	$78.77	$84.79	$85.15	$91.07	$91.53	$100.68	$110.86	$109.84
600,000 - 799,999	$41.07	$49.62	$58.98	$63.54	$69.81	$70.16	$81.27	$81.68	$89.84	$98.68	$98.01
800,000 - 999,999	$33.83	$41.86	$49.59	$59.04	$65.70	$69.64	$74.48	$74.86	$82.34	$90.31	$89.83
1,000,000 - 1,199,999	$28.26	$37.20	$46.55	$47.32	$50.21	$57.07	$61.04	$61.35	$67.49	$74.00	$73.62
2,000,000 - 2,399,999	$19.86	$26.42	$29.56	$34.89	$39.82	$40.22	$43.02	$43.23	$47.56	$52.07	$51.88

B.4.3 OPTION YEAR ONE

Price Point→	**$1**	**$2**	**$3**	**$5**	**$10**	**$20**	**$20**	**$30**	**$30**	**$50**	**$50**
Ticket Size→	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack→	200	100	100	40	30	15	15	10	20	15	20
Ticket Volume (Print Run) per Game Ordered↓											
0 - 99,999	$281.30	$296.75	$309.35	$327.92	$332.82	$333.28	$356.49	$358.28	$394.11	$438.97	$429.94
100,000 - 199,999	$249.61	$258.74	$260.67	$284.74	$289.81	$290.26	$310.47	$312.03	$343.23	$378.74	$374.44
200,000 - 399,999	$106.92	$112.88	$114.77	$124.45	$129.74	$130.09	$139.15	$139.85	$153.83	$169.92	$167.82
400,000 - 599,999	$55.92	$61.71	$70.60	$78.77	$84.79	$85.15	$91.07	$91.53	$100.68	$110.86	$109.84
600,000 - 799,999	$41.07	$49.62	$58.98	$63.54	$69.81	$70.16	$81.27	$81.68	$89.84	$98.68	$98.01
800,000 - 999,999	$33.83	$41.86	$49.59	$59.04	$65.70	$69.64	$74.48	$74.86	$82.34	$90.31	$89.83
1,000,000 - 1,199,999	$28.26	$37.20	$46.55	$47.32	$50.21	$57.07	$61.04	$61.35	$67.49	$74.00	$73.62
2,000,000 - 2,399,999	$19.86	$26.42	$29.56	$34.89	$39.82	$40.22	$43.02	$43.23	$47.56	$52.07	$51.88

B.4.4 OPTION YEAR TWO

Price Point→	**$1**	**$2**	**$3**	**$5**	**$10**	**$20**	**$20**	**$30**	**$30**	**$50**	**$50**
Ticket Size→	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack→	200	100	100	40	30	15	15	10	20	15	20
Ticket Volume (Print Run) per Game Ordered↓											
0 - 99,999	$281.30	$296.75	$309.35	$327.92	$332.82	$333.28	$356.49	$358.28	$394.11	$438.97	$429.94
100,000 - 199,999	$249.61	$258.74	$260.67	$284.74	$289.81	$290.26	$310.47	$312.03	$343.23	$378.74	$374.44
200,000 - 399,999	$106.92	$112.88	$114.77	$124.45	$129.74	$130.09	$139.15	$139.85	$153.83	$169.92	$167.82
400,000 - 599,999	$55.92	$61.71	$70.60	$78.77	$84.79	$85.15	$91.07	$91.53	$100.68	$110.86	$109.84
600,000 - 799,999	$41.07	$49.62	$58.98	$63.54	$69.81	$70.16	$81.27	$81.68	$89.84	$98.68	$98.01
800,000 - 999,999	$33.83	$41.86	$49.59	$59.04	$65.70	$69.64	$74.48	$74.86	$82.34	$90.31	$89.83
1,000,000 - 1,199,999	$28.26	$37.20	$46.55	$47.32	$50.21	$57.07	$61.04	$61.35	$67.49	$74.00	$73.62
2,000,000 - 2,399,999	$19.86	$26.42	$29.56	$34.89	$39.82	$40.22	$43.02	$43.23	$47.56	$52.07	$51.88

B.4.5 OPTION YEAR THREE

Price Point→	**$1**	**$2**	**$3**	**$5**	**$10**	**$20**	**$20**	**$30**	**$30**	**$50**	**$50**
Ticket Size→	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack→	200	100	100	40	30	15	15	10	20	15	20
Ticket Volume (Print Run) per Game Ordered↓											
0 - 99,999	$281.30	$296.75	$309.35	$327.92	$332.82	$333.28	$356.49	$358.28	$394.11	$438.97	$429.94
100,000 - 199,999	$249.61	$258.74	$260.67	$284.74	$289.81	$290.26	$310.47	$312.03	$343.23	$378.74	$374.44
200,000 - 399,999	$106.92	$112.88	$114.77	$124.45	$129.74	$130.09	$139.15	$139.85	$153.83	$169.92	$167.82
400,000 - 599,999	$55.92	$61.71	$70.60	$78.77	$84.79	$85.15	$91.07	$91.53	$100.68	$110.86	$109.84
600,000 - 799,999	$41.07	$49.62	$58.98	$63.54	$69.81	$70.16	$81.27	$81.68	$89.84	$98.68	$98.01
800,000 - 999,999	$33.83	$41.86	$49.59	$59.04	$65.70	$69.64	$74.48	$74.86	$82.34	$90.31	$89.83
1,000,000 - 1,199,999	$28.26	$37.20	$46.55	$47.32	$50.21	$57.07	$61.04	$61.35	$67.49	$74.00	$73.62
2,000,000 - 2,399,999	$19.86	$26.42	$29.56	$34.89	$39.82	$40.22	$43.02	$43.23	$47.56	$52.07	$51.88

B.4.6 OPTION YEAR FOUR

Price Point→	**$1**	**$2**	**$3**	**$5**	**$10**	**$20**	**$20**	**$30**	**$30**	**$50**	**$50**
Ticket Size→	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack→	200	100	100	40	30	15	15	10	20	15	20
Ticket Volume (Print Run) per Game Ordered↓											
0 - 99,999	$281.30	$296.75	$309.35	$327.92	$332.82	$333.28	$356.49	$358.28	$394.11	$438.97	$429.94
100,000 - 199,999	$249.61	$258.74	$260.67	$284.74	$289.81	$290.26	$310.47	$312.03	$343.23	$378.74	$374.44
200,000 - 399,999	$106.92	$112.88	$114.77	$124.45	$129.74	$130.09	$139.15	$139.85	$153.83	$169.92	$167.82
400,000 - 599,999	$55.92	$61.71	$70.60	$78.77	$84.79	$85.15	$91.07	$91.53	$100.68	$110.86	$109.84
600,000 - 799,999	$41.07	$49.62	$58.98	$63.54	$69.81	$70.16	$81.27	$81.68	$89.84	$98.68	$98.01
800,000 - 999,999	$33.83	$41.86	$49.59	$59.04	$65.70	$69.64	$74.48	$74.86	$82.34	$90.31	$89.83
1,000,000 - 1,199,999	$28.26	$37.20	$46.55	$47.32	$50.21	$57.07	$61.04	$61.35	$67.49	$74.00	$73.62
2,000,000 - 2,399,999	$19.86	$26.42	$29.56	$34.89	$39.82	$40.22	$43.02	$43.23	$47.56	$52.07	$51.88

B.4.7 OPTIONAL TICKET FEATURES PRICING

1. At the District's request, the Contractor shall add to the standard ticket orders the additional ticket features that are from the Optional Ticket Features listed in the Options Price List. The price indicated is an incremental price to be added to the price for the ticket order with the option. No Cost ("N/C") in the price column shall be for any option offered at no additional cost. Not Applicable ("N/A") in the price column shall be for a ticket feature the Contractor does not have the capability to provide.

2. The District reserves the right to add any of the Optional Ticket Features listed in the Options Price List. The District will notify the Contractor of its request to add an Optional Ticket Feature to a ticket order. Once the feature is selected, the quantity, price point, and ticket size will affect the cost of the ticket order. The percentage (%) of the Optional Ticket Features reflects the base cost, ticket size, and price point. For example:

Description	Order Quantity		Unit Price		Extend Calculation	Per 1,000	Total Price
Base Ticket Price (based on the matrix-$5, 7.5"x4" ticket size)	240,000.00	x	$124.45	=	$29,868,000.00	/1,000 =	$29,868.00
Feature: Fluorescent Ink (% of base price based on the matrix-$5, 7.5"x4" ticket size)	240,000.00	x	$3.93	=	$943,200.00	/1,000 =	$943.20
					Total Ticket Order Price		**$30,811.20**

B.4.8 OPTION PRICE LIST

1. Color Change (Pulsing)													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	10.51%	8.56%	7.48%	7.49%	10.04%	7.65%	7.65%	6.14%	6.14%	6.77%	6.21%	6.21%	6.09%

2. Color Change on Re-Orders													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	7.56%	6.16%	5.39%	5.39%	7.23%	5.51%	5.51%	4.42%	4.42%	4.88%	4.47%	4.47%	4.38%

3. Four Color Process Ticket Back													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	9.71%	7.91%	6.91%	6.92%	9.27%	7.07%	7.07%	5.67%	5.67%	7.00%	5.74%	5.74%	5.62%

4. Dual Pass Imaging													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

5. Dual Color Imaging													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	32.03%	26.08%	22.80%	22.84%	30.59%	23.31%	23.31%	18.71%	18.71%	22.12%	18.92%	18.92%	18.55%

6. Multi-Color Imaging													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	51.71%	42.11%	36.82%	36.87%	49.40%	37.63%	37.63%	30.21%	30.21%	36.05%	30.55%	30.55%	29.95%

7. Synchronized Imaging and Graphics													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	22.05%	17.96%	15.70%	15.72%	21.06%	16.05%	16.05%	12.88%	12.88%	15.20%	13.03%	13.03%	12.77%

8. Photo Realistic Printing													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	6.30%	5.13%	4.49%	4.50%	6.02%	4.59%	4.59%	3.68%	3.68%	4.06%	3.72%	3.72%	3.65%

9. Additional Ink Color													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	5.67%	4.62%	4.04%	4.04%	5.42%	4.13%	4.13%	3.31%	3.31%	4.42%	3.78%	3.78%	3.71%

10. Fluorescent Ink													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	5.51%	4.48%	3.92%	3.93%	5.26%	4.01%	4.01%	3.22%	3.22%	4.58%	3.47%	3.47%	3.40%

11. Metallic Ink													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	5.14%	4.19%	3.66%	3.67%	4.91%	3.74%	3.74%	3.00%	3.00%	4.00%	3.04%	3.04%	2.98%

12. Scented Ink													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	32.03%	26.08%	22.80%	22.84%	30.59%	23.31%	23.31%	18.71%	18.71%	22.12%	18.92%	18.92%	18.55%

13. Pearlescent Inks													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	19.69%	16.03%	14.02%	14.04%	18.80%	14.33%	14.33%	11.50%	11.50%	13.92%	11.63%	11.63%	11.40%

14. Glittering Inks													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	23.36%	19.02%	16.63%	16.65%	22.31%	17.00%	17.00%	13.65%	13.65%	16.78%	13.80%	13.80%	13.53%

15. Multiple Scenes, Continuous													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	6.30%	5.13%	4.49%	4.50%	6.02%	4.59%	4.59%	3.68%	3.68%	4.06%	3.72%	3.72%	3.65%

16. Multiple Scenes, Individual													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	6.30%	5.13%	4.49%	4.50%	6.02%	4.59%	4.59%	3.68%	3.68%	4.06%	3.72%	3.72%	3.65%

17. 10-Point Foil Stock													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	11.81%	9.76%	18.30%	30.33%	24.28%	24.28%	24.28%	25.03%	25.03%	20.02%	20.02%	20.02%	19.63%

18. Holographic Paper													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	46.38%	38.35%	71.89%	119.16%	95.38%	95.38%	95.38%	98.32%	98.32%	78.66%	78.66%	78.66%	77.11%

19. Die-Cuts													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	32.03%	26.08%	22.80%	22.84%	30.59%	23.31%	23.31%	18.71%	18.71%	22.12%	18.92%	18.92%	18.55%

20. Pack Inserts (Not Matching Book Number)													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	1.26%	1.28%	1.63%	5.42%	4.82%	14.68%	14.68%	22.35%	22.35%	8.94%	7.45%	7.45%	9.93%

21. Pack Activation Cards (Matching Book Number)													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	2.10%	2.14%	2.72%	9.03%	8.03%	24.47%	24.47%	31.28%	31.28%	12.51%	10.43%	10.43%	13.63%

22. Break Opens													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

23. Perforated Stubs w/Variable Imaging Information													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	23.36%	19.02%	16.63%	16.65%	22.31%	17.00%	17.00%	13.65%	13.65%	16.78%	13.80%	13.80%	13.53%

24. Perforated Stubs w/out Variable Imaging Information													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	9.18%	7.47%	6.54%	6.54%	8.77%	6.68%	6.68%	5.36%	5.36%	7.15%	5.42%	5.42%	5.32%

25. Accelerated Delivery													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	10.51%	8.56%	7.48%	7.49%	10.04%	7.65%	7.65%	6.14%	6.14%	6.77%	6.21%	6.21%	6.09%

26. Secure Disposal of Tickets (per Pallet)													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	6.30%	5.13%	4.49%	4.50%	6.02%	4.59%	4.59%	3.68%	3.68%	4.06%	3.72%	3.72%	3.65%

27. Retailer/Promotional Games													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	84.05%	68.44%	59.84%	59.93%	80.29%	61.17%	61.17%	49.11%	49.11%	67.71%	62.07%	62.07%	60.85%

28. Skyline and Pop Up Games													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

29. Additional Ticket Sizes, Per Square Inch													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	7.34%	5.98%	5.23%	5.24%	7.01%	5.34%	5.34%	4.29%	4.29%	4.73%	4.00%	4.00%	4.00%

30. Two-sided Play Area													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	26.77%	34.88%	45.75%	57.27%	92.06%	70.14%	70.14%	56.31%	56.31%	50.05%	50.05%	50.05%	49.07%

31. Embossed Tickets													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	5.51%	4.48%	3.92%	3.93%	5.26%	4.01%	4.01%	3.22%	3.22%	5.15%	3.90%	3.90%	3.83%

32. Scored Tickets													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	10.71%	8.72%	7.63%	7.64%	10.23%	7.79%	7.79%	6.26%	6.26%	7.50%	6.33%	6.33%	6.20%

33. Folded Tickets													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

34. IGT Players Mark Marking System													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

35. Transparent Layer Marking System													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	4.41%	3.59%	3.14%	3.14%	4.21%	3.21%	3.21%	2.57%	2.57%	3.43%	2.60%	2.60%	2.55%

36. Multi-Game Production Run Discount													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	-6.30%	-5.13%	-4.49%	-4.50%	-6.02%	-4.59%	-4.59%	-3.68%	-3.68%	-4.06%	-3.72%	-3.72%	-3.65%

37. Game Reprint Discount													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	-6.30%	-5.13%	-4.49%	-4.50%	-6.02%	-4.59%	-4.59%	-3.68%	-3.68%	-4.06%	-3.72%	-3.72%	-3.65%

38. Connected and Perforated Pouches													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

39. Separated Pouches													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

40. Connected, Perforated Tickets in Pouch (State Maximum Strip Length or Number of Tickets)													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

41. Individual Tickets in Pouch (State Maximum Number)													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

42. Multiple Inserts in Pouch (State Maximum Number and Size)													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

43. Varied Pouch Sizes, Per Square Inch													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

44. Ticket Stock White Coated Two (2) Sides													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

45. Ticket Stock White Coated on Front and .5 Coated on Back													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C

46. Color Processing Front of Ticket													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C

47. Integrated Overprint													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C

48. One Instant Ticket Vending Machine Game Cards per Pack of Tickets													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	1.68%	1.71%	2.18%	7.22%	6.42%	19.57%	19.57%	17.88%	17.88%	8.94%	5.96%	5.96%	7.79%

49. 600 Instant Ticket Vending Machine Game Cards per Game													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	1.05%	0.86%	0.75%	0.75%	1.00%	0.76%	0.76%	0.61%	0.61%	0.68%	0.67%	0.67%	0.66%

50. Color Reveal Marking System													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	4.26%	2.48%	3.66%	4.22%	4.86%	4.84%	4.84%	5.01%	5.01%	4.00%	4.00%	4.00%	3.93%

51. Gleam™ - Foil Gleam													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	68%	40%	55%	61%	73%	73%	73%	74%	74%	78%	58%	58%	56%

52. Gleam™ - Holographic Gleam													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	94%	55%	74%	82%	98%	98%	98%	99%	99%	78%	77%	77%	75%

53. CHROMA Gleam™													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	102%	60%	81%	89%	107%	107%	107%	108%	108%	85%	84%	84%	82%

54. DYNAMIC Gleam™													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	128%	76%	98%	107%	131%	130%	130%	131%	131%	102%	100%	100%	98%

55. Infinity Instants – Ticket Front Graphics & Symbols													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	79%	46%	61%	67%	81%	81%	81%	81%	81%	64%	62%	62%	61%

56. Infinity Instants – Ticket Front Symbols													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	63%	38%	48%	52%	63%	63%	63%	63%	63%	49%	48%	48%	47%

57. Infinity Instants – Ticket Back Graphics													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	48%	29%	35%	37%	46%	46%	46%	45%	45%	35%	34%	34%	33%

58. Infinity Instants – Additional Scenes													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	36%	22%	21%	20%	28%	28%	28%	26%	26%	19%	17%	17%	17%

59. Metallic/Fluorescent Pack Inserts (Not Matching Book Number)													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	1.46%	2.77%	2.72%	6.28%	8.03%	14.09%	14.09%	13.18%	17.88%	7.15%	6.55%	6.55%	8.57%

60. Foil Pack Inserts (Not Matching Book Number)													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	2.05%	3.88%	3.81%	8.79%	11.24%	21.14%	21.14%	19.76%	26.82%	10.73%	9.83%	9.83%	12.85%

61. Holographic Pack Inserts (Not Matching Book Number)													
Price Point	$1	$2	$3	$5	$10	$20	$20	$20	$30	$30	$30	$50	$50
Ticket Size	2.5" x 4"	4" x 4"	6" x 4"	7.5" x 4"	9" x 4"	9" x 4"	9" x 4"	10" x 4"	10" x 4"	11" x 4"	12" x 4"	12" x 4"	12" x 4"
# of Tickets per Pack	200	100	100	40	30	15	15	15	10	20	20	20	15
Firm-Fixed Percentage	2.81%	5.32%	5.23%	12.05%	15.42%	28.83%	28.83%	26.95%	37.54%	14.63%	13.41%	13.41%	17.53%

B.4.9 ROYALTIES FOR GAME THEME TRADEMARKS, COPYRIGHTS, LICENSED PROPERTIES, ETC.

1. The Contractor's pricing shall not include royalties to be paid for the use of intellectual property rights for game themes or designs not required to print standard instant tickets. In the event the Contractor or the Contractor's affiliates are an authorized licensing representative for such rights and the District desires to use them, such rights shall be provided in a separate licensing agreement. In all other cases, where such rights are requested for a given game, the District shall be responsible for acquiring the right to use them. The Contractor's costs for such license agreements shall be covered under the license agreement provision of the Contract.

B.4.10 STANDARD ITEMS

1. The Contractor's standard inks, materials, and procedures, which meet all specified requirements of the Contract, shall be used in producing the instant tickets under this Contract. If any special items or steps are desired beyond these standard items, the Contractor shall endeavor to provide them, and shall quote the additional charge for them, if any, beforehand, for the District's consideration. Any such special items or steps shall only be provided upon issuance of an executed bilateral contract modification.

B.4.11 INTER-RELATIONSHIP OF INSTANT TICKET OPTIONS

1. Most of the option pricings shall be selectable independently of one another. However, some of the Optional Ticket Features may be inter-related because of equipment limitations or technical reasons. Such dependent optional features shall be notified to the District for consideration.

B.4.12 TAXES

1. The Contractor's price shall be based on no sales or use tax, no gambling-related tax, or no customs, duties, or importation taxes will be levied on the goods and services involved herein. If such taxes are levied on the goods and services involved here, the Contractor and the District shall negotiate an equitable adjustment to the pricing no higher than to the extent of such taxes.

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

1. The Office of the Chief Financial Officer ("OCFO") for the District of Columbia ("District") and the Office of Contracts on behalf the Office of Lottery and Charitable Gaming ("DC Lottery") hereby enters into a contract with a qualified Contractor to manufacture instant ticket games.

2. The Contractor shall have one or more current North American clients to whom it supplies lottery instant tickets comparable to those specified in this contract.

C.2 RESERVED

C.3 BACKGROUND

C.3.1 DCL HISTORY AND CURRENT BUSINESS ENVIRONMENT

1. The DC Lottery's mission is to provide revenue-generating entertainment through the sale of innovative lottery products and promotions that directly benefit the residents and the economic vitality of the District of Columbia. Since its inception in 1982, DC Lottery has awarded more than $4.6 billion in prizes to players and transferred more than $2.3 billion to the District's General Fund, which supports essential city services, including education, recreation and parks, and public safety. In addition, DC Lottery has helped local nonprofits raise more than $137.3 million for social causes benefiting the residents of the District of Columbia through the licensing of Bingo, Monte Carlo Night, Raffle, and other charitable gaming activities.

2. In fiscal year 2023, DC Lottery sales totaled $256.1 million, with $39.13 million of those sales were from Instant ticket products or scratch games. The DC Lottery forecasts instant ticket sales of $41.4 million in the fiscal year that ends September 30, 2024. All revenue generated by the DC Lottery through the sale of lottery tickets, less prizes, operating expenses and reserves, is transferred to the Government's General Fund.

3. The DC Lottery currently has instant ticket price points at $1, $2, $3, $5, $10 $20 and $30. Historically, Thirty-four (34) games launched in FY21, twenty-eight (28) games launched in FY22, forty-one (41) in fiscal year 2023. The reason for the increase in the number of games printed is based on sales trends and space in retail locations (facings). DC Lottery has standardized its instant ticket portfolio and print runs. The normal print run for games are between 240,000 to 500,000 tickets per game.

4. The DC Lottery is working to aggressively expand its revenue generation capabilities in all phases of its enterprise, with a particular interest in expanding its footprint in the instant ticket portion of its business. Instant tickets continue to present the greatest growth opportunity within the DC Lottery's existing game portfolio. While we strive each year to recapture market

share lost after not having any new instant tickets printed/released for 1.5 years (2013 – 2015), the DC Lottery is experiencing incremental growth in this category. As of March 1st, 2024, instant sales represent 15.4% of all DC Lottery sales. In FY 2023, the share was 14.05% and in FY 2022 it was 15.8%.

5. The DC Lottery Sales

DC LOTTERY 2023 Data, Ranked Against 44 U.S. Lotteries In Descending Order (highest to lowest)

Population	Sales	Profit %	Per Capita Sales
42th	42th	42	37th

Source: NASPL 2023 Lottery Data

6. The DC Lottery employs approximately 93 people and has one (1) headquarters office building and one (1) claim center office. The DC Lottery currently utilizes the LOTOS™ Back Office System (BOS) software system by Intralot, Inc. (Intralot) for receiving, picking, packing, and returning instant tickets. The DC Lottery accesses the BOS system through a web browser connected to Intralot's network.

7. DC Lottery's retailer base is approximately 350. The DC Lottery is currently recruiting to expand retail locations by diversifying its base to include more grocery stores, social settings and restaurants.

8. The DC Lottery currently utilizes 183 WinStation instant ticket vending machines (ITVMs). The DC Lottery also provides stackable instant ticket dispensers to all of its retailers.

9. The online gaming vendor, Intralot, operates and maintains the central gaming system which includes the instant gaming processing. Online is a term of art used in the lottery industry, which does not mean internet sales, but rather tickets that are sold through a lottery terminal (i.e. Powerball, Mega Millions, DC3, etc.). The Internal Control System (ICS) supports the instant games by managing, monitoring and validating all the set parameters for each individual instant game.

10. Intralot, provides the telemarketing system ("Pick and Pack") currently being used to take instant ticket orders from agents. On a normal business day, orders are taken by terminal orders and the telemarketing ("Tel-Sell") representative. Retailers can also purchase instant tickets at the distribution center. All instant ticket activity, whether initiated at the DC Lottery's warehouse or at the distribution center, is shared between the DC Lottery's ICS system and the Intralot LOTOS™ system through near real-time interfaces.

11. Orders placed by the Tel-Sell staff are entered in the Pick and Pack system and filled by warehouse staff when invoices are printed, with each pack listed in numerical order. There is integration with Intralot's LOTOS™ inventory control, retailer accounting, and prize validation

back office systems. This integration ensures accurate instant ticket ordering, delivery, returns, validation, and billing. Instant ticket validation is performed by Intralot Photon and WinStation terminals at full-service retail locations and can be performed by self-service 2D barcode ticket checkers.

12. DC Lottery typically closes games when they reach the end of their sales cycle, when all top prizes are won, or at other times at the sole discretion of the Executive Director of the DC Lottery or a designee. Retailers can continue to sell a game 180 days after the announced end of game date and prizes can be claimed up to 180 days after the announced end of game date.

13. A Contractor is not guaranteed any minimum amount of work. Historical data stated in herein regarding quantities of instant tickets printed, amount of sales, and number of deliveries to retailers is for informational purposes only and is not a guarantee of any minimum or maximum quantities under this Contract.

C.3.2 INSTANT PRODUCT DESCRIPTION

1. Instant tickets, often referred to as "scratch games" are designed as short-term games that provide instant gratification for the player, i.e., the player knows immediately whether he/she has a winning ticket and how much has been won. Specifically, a player purchases an instant ticket, reads the instructions, and removes the rub off material covered "play area" to determine if he/she has won and the amount of the prize.

2. Instant tickets are available at most DC Lottery retail locations. Prize structures and amounts vary with each game, but typically range from $1 to $1,000,000. A player may cash a winning ticket up to $600 at DC Lottery retailer locations. Prizes greater than $601 and less than $5,001 can be redeemed at DC Lottery Retailer Plus locations or at the DC Lottery Prize Center. Prizes greater than $5001 must be claimed at the DC Lottery Prize Center.

3. Some instant tickets may offer the holder of non-winning tickets a second opportunity to win. By submitting a specified number of non-winning tickets, the player may enter a "second chance drawing" to win a wide variety of prizes.

C.4 GENERAL REQUIREMENTS

1. The Contractor shall be a manufacturer/supplier of instant ticket games and provide printing of those tickets to the DC Lottery.

2. The Contractor shall provide instant ticket games for selected game releases as determined by the DC Lottery on an as-needed basis.

3. The following overall objectives shall be met by the Contractor:

   a) provide the design and development of instant ticket games.

   b) make prize structure recommendations that both maximize player excitement and net profit to the DC Lottery; and

c) provide instant ticket production/printing/security.

4. Tickets shall be delivered FOB destination to the DC Lottery's warehouse located in Washington, DC.

C.5 STAFFING REQUIREMENTS

1. The Contractor shall provide staff in the positions outlined below for this Contract:

(1) Account Executive – The Account Executive shall be responsible for managing the Contractor's relationship with the DC Lottery. The Account Executive shall coordinate, direct and implement the Contractor's instant ticket game development processes and confers with DC Lottery to assess needs, determine goals and establish plans while ensuring the accuracy of each phase of the production process. The Account Executive shall be responsible for the accuracy of all content in the development of the working papers, proficient with and knowledgeable about the printing processes and continuous quality inspection of the final product. The Account Executive shall be available consult with DC Lottery on games their performance, and sales objectives, through regular conference calls, the frequency of which will be established by DC Lottery. At least once every quarter, the Account Executive shall provide the DC Lottery with an instant ticket/game analysis, which shall include variables including game design, price points, prize structures, play styles, themes and recommendations. Quarterly strategy meetings shall be held with the DC Lottery for formulating the slate of games, game changes, and promotions to be introduced in the coming twelve (12) months and monitoring and analyzing progress toward goals. The Account Executive shall present to DC Lottery staff:

a. An industry analysis of trends, game designs, production, distribution, new technologies and products, marketing strategies and comparative sales information;
b. an analysis of past year performance of the DC Lottery instant ticket portfolio, focusing on lessons learned and needed improvements;
c. recommendations for new or modified strategies that can be used by the DC Lottery to increase sales and net revenues; and
d. any security or other issues that threaten the integrity of the DC Lottery and the products it offers.

In general, the Account Executive shall be DC Lottery's primary point of contact. This position shall also be responsible for managing all aspects of the DC Lottery's licensed product development process as it pertains to those licensed products owned by the Contractor or any partner or subsidiary of the Contractor.

(2) Account Services Representative - The Account Services Representative shall be responsible for serving as the day-to-day liaison with the DC Lottery, ensure the

successful and timely completion of working papers, and supporting administrative needs.

(3) Quality Control - The individual or team whose responsibilities shall include the accuracy of all content in the working papers, printing processes and continuous quality inspection of final product.

(4) Information Technology (IT) - The individual or team whose responsibilities shall include the accuracy of all game data in each instant ticket game as specified in the working papers and security requirements.

(5) Graphic Artists - The individual or team responsible for creative design and final instant ticket graphic output.

2. The Contractor's staff shall have knowledge and experience as it applies to the following job functions:

(1) Prize structure design;

(2) game design elements including names, themes, play formats, and color selection;

(3) graphic design;

(4) secure computer game tape/production file generation;

(5) production scheduling;

(6) secure instant ticket manufacturing processes;

(7) quality control and assurance;

(8) product management;

(9) information technology;

(10) license product procurement and management;

(11) accounting; and

(12) security.

3. Within ten (10) business days of the Contract Effective date, the Contractor shall provide the COTR a describe or resumes that demonstrate the qualifications of the Contractor's staff (Contractor employee or any subcontractors) required in Section C.5.1. The qualifications shall identify the roles and responsibilities and the level of experience and proficiency of the Contractor's staff in the specific requirements stated in Section C.5.2.

4. If any staff (Contractor employee or any subcontractors) working in the positions referenced in C.5.1 change during the term of the Contract, the Contractor shall replace such staff with staff comparable in qualifications as the original staff. The replacement shall be made subject to the DC Lottery's approval.

C.6 TICKET SUPPORT

1. The Contractor shall provide ongoing assistance in the support of instant ticket products and shall provide the following:

   (1) Game Art Designs – The Contractor shall provide the DC Lottery with ticket artwork at least thirty (30) days prior to working papers development, prize structures and play styles for each instant game.

   (2) Trademark and Service Mark Search and Registration – The Contractor shall conduct trademark and service mark searches for all game names used during the term of the Contract and provide the DC Lottery with a written legal opinion as to the permissible use of each game name based upon a search of registrations and applications for registration filed with the United States Patent and Trademark office, applicable state agencies and other appropriate sources. Any trademarks and service marks owned by the DC Lottery need not be searched. The Contractor shall not be responsible for providing an Intellectual Property legal opinion relating to licensed materials that are not provided by the Contractor.

   (3) Licensed properties - A full range of licensed properties shall be made available to DC Lottery for the production of tickets. The Contractor shall indicate those properties that are offered at an additional cost and the fees.

C.7 TICKET ARTWORK AND APPROVAL

1. The Contractor shall provide DC Lottery with initial rough art and final art for all instant ticket games in a mutually agreed upon format, consistent with the printing requirements and specifications approved by DC Lottery. DC Lottery's approval of colors and final art shall be in writing, including email. If the color of the ticket produced is inconsistent with the artwork or color provided in the working papers or contract proof, DC Lottery will require measures to be taken to correct the color, without incurring any additional cost. It is understood that such changes may affect dates in the delivery schedule of a game.

2. Back artwork is required in the working papers. If there is an additional play area on the back of the ticket, the Contractor shall provide to the DC Lottery for approval a conceptual art design for the front and back of tickets a minimum of thirty (30) days before working paper development begins.

C.8 PRIZE STRUCTURE(S)

1. The Contractor shall develop a recommended prize structure for each game based on input received from DC Lottery. The Contractor shall recommend the best possible prize structures to maximize instant ticket game sales and net revenue. The Contractor shall guarantee that each book of tickets is produced based on randomization of all prizes. The Contractor shall propose the various levels of prizes and the combination of wins available in the game, the probability of winning prizes, the numbers of winners, and the cost of such prizes. The prize structure shall include, but not be limited to, the following:

   (1) Game name, number, date and version;

   (2) ticket price point;

   (3) production quantity;

   (4) revenue generated;

   (5) percent of prize payout;

   (6) each tier level for prizes and play action indicting how each tier is won;

   (7) overall probability of winning any prize in the game and consolidated probability if there is more than one way to win a prize;

   (8) number of winners per book;

   (9) prize cost and percent of prize fund dedicated to each prize level, subtotaled by low, mid, and high tiers as indicated in the working papers;

   (10) book size;

   (11) total number of books; and

   (12) ticket size.

2. The prize structure shall be submitted to the DC Lottery electronically in Excel format which will be able to be changed or revised by the DC Lottery. DC Lottery may order changes at its option and the Contractor will develop new proposed prize structures based on DC Lottery's instruction or changes. This process shall continue until DC Lottery's Executive Director or designee gives final approval by signing and dating the approval and price confirmation page in the executed Working Papers. The Contractor shall then produce the game in accordance with this final approved prize structure.

3. The Contractor shall assure prize structure integrity. The Contractor shall use confidential methods to assure that the delivered tickets meet all prize structure requirements as approved in the executed working papers. After production of an instant ticket is completed, the Contractor

shall generate and forward to DC Lottery an "End-of-Production Prize Liability Report" for that game in a format approved by DC Lottery.

C.9 INSTANT TICKET REQUIREMENTS FOR ALL GAMES

1. The DC Lottery, as a District agency dealing with independent retailers and the consuming public, requires a product of exceptionally high quality. Tickets may be inspected by the DC Lottery upon delivery. The DC Lottery has the right to inspect up to one hundred percent (100%) of the instant tickets for compliance with the specifications herein. However, inspection by the DC Lottery does not relieve the Contractor of its responsibility to meet all Contract requirements.

2. Instant Tickets construction must be such that persons who have access to the tickets prior to sale cannot, without changing the appearance of the ticket, identify winning numbers by a technique(s). Instant ticket production must meet the following minimum quality standards:

   (1) No scratches across the rub off material covering of the tickets;

   (2) no uneven, rough rub off material coverings;

   (3) no holes in the rub off material coverings exposing portions of the hidden symbols;

   (4) no rub off material coverings "dripping" on the design printing;

   (5) rub off material coverings that smear or fail to come off when rubbed;

   (6) no overprint and display designs that is unclear or not crisply printed;

   (7) no tickets out of order within a book;

   (8) no lottery symbols that is chopped or incomplete;

   (9) no foil coating that rips away when the ticket is rubbed, if applicable;

   (10) no miscounted number of tickets in a book;

   (11) no perforations that allow tickets to fall out of books without pre-fold;

   (12) no tears in foil, if applicable;

   (13) no delamination of foil from paper stock, if applicable;

   (14) no inks offset on rub off material coverings from one ticket to another;

   (15) no off-register rub off material coverings or overprint designs;

   (16) no symbols not totally covered by the rub off material covering;

(17) no symbols that smear under normal handling or with slight moisture;

(18) no unevenly trimmed tickets;

(19) no foil shaving within books, if applicable; and

(20) any additional commonly accepted industry practices that may apply.

3. Stock. Tickets shall be printed on ten (10) point or heavier virgin card stock white coated on one (1) side, which shall be fully recyclable. The DC Lottery shall have the right to utilize other ticket stock types offered by the Contractor in the Option Price List. In addition, printed Instant Tickets must be able to be de-inked and processed/shredded such that they will be disposed of by recycling.

4. Inks. Inks shall not smear, run, or stain under normal handling or use by consumers, nor shall they be chemically or dermatologic ally irritating under normal handling and use by consumers. Inks shall be resistant to water and other common solvents except in the rub off material and overprinting of the rub off material. Inks shall be of such a nature that there is no "offsetting" from the front of tickets to the back of tickets on an adjacent page and vice versa.

5. Front Display Printing. The front of the ticket shall be printed in up to four (4) graphic colors (not including black and white) which at the option of the DC Lottery may include full bleed from border to border.

6. Ticket Patterns and Pick-Out. No winning or losing game tickets shall be recognizable from any characteristics of the game tickets or ticket patterns other than the lottery symbols concealed by the rub-off material. It shall not be possible to ascertain whether a ticket is a winning or losing ticket, using any practical or economical technique, unless the application of the technique renders the ticket unsalable to the public or easily recognizable as having been tampered with.

7. Back of Ticket Bar Codes. Each ticket must contain a bar code imaged on the back of the ticket. The bar code shall consist of a game identification, the pack number, validation number and the individual ticket number. The Contractor shall place the bar code in a location suitable for reading by the validation equipment used by the DC Lottery. The bar code shall have a quiet zone at each end. The format of the bar code shall be detailed in the Working Papers. The bar code must meet American National Standards Institute (ANSI) specifications, achieve a first-time read rate of 95%, achieve a third-time read rate of 99% and be printed to DC Lottery's specifications. The Contractor shall be able to support standard bar codes. The DC Lottery's specifications are based on Intralot's terminal requirements and the specific terminals employed.

8. PDF417 (or Similar) Bar codes. The Contractor shall be required to print PDF417 or other bar codes in the play area for all CDC Lottery instant tickets. The addition of this bar code to the ticket design shall be at no additional cost to the DC Lottery. The bar codes shall comply with

the standards set by DC Lottery. The Contractor shall not be obligated to provide a solution that infringes on a third parties' intellectual property.

9. Universal Product Code. A Universal Product Code (UPC) shall be printed on the back of all instant tickets. The DC Lottery reserves the right to change the placement of the UPC. The UPC shall not be too close to the ticket Bar Code and shall not interfere with Bar Code scanning.

10. Game Play Symbols. The game play symbols shall be legible and uniformly positioned and aligned on the tickets. Symbols shall be easily readable by the public and meet industry standards for height, depending on the particular game design and ticket layout chosen by the DC Lottery. The Contractor shall be able to supply a variety of type styles, sizes, and colors. Application of the game play symbols shall be performed in a random manner.

11. Captions. To provide redundancy for security reasons and to prevent consumer disputes, each game play symbol shall be accompanied by a caption that spells out the game play symbol in type smaller than the symbol itself.

12. Bendays. For added security, tickets must feature a benday pattern in both magenta (screened) and cyan (screened) altering from ticket to ticket. The benday pattern to be used shall be Fingerprint Pattern .008" thick.

13. Protective Coating. The lottery symbols under the rub-off shall be covered with a transparent protective coating so that the play symbols are protected when the consumer rubs off the opaque covering.

14. Rub-Off Material. The rub-off coating material shall be opaque and of such quality as to maintain the security of each of the game ticket's game play symbols. The rub-off material shall appear and feel "smooth and regular to the touch" and shall fragment when so removed without causing dusting. The rub-off material shall not be chemically or dermatologic ally irritating or cause harm to clothing when removed. Instant tickets shall remain readable and able to be rubbed easily, but not so easily as to be affected by heat, cold or friction between tickets, for a minimum of two (2) year from delivery date to the DC Lottery. The rub-off material shall be completely removable by scraping with a coin or other object. There shall be no visible removal of rub-off material upon one (1) rub using the edge of a penny at twenty-five (25) grams pressure. The rub-off material shall break at no more than seventy-five (75) grams pressure unless otherwise specified by the DC Lottery.

15. Overprint. Up to three (3) overprint colors, not including black or white shall be used. An overprint shall be a regular artistic design in the case of the spots covering game play symbols. The overprint covering game play symbols shall be clear, a color other than black, unblurred and sharp in order to facilitate detection of tampering.

16. Back Display Printing. The back of the ticket shall be printed in up to two (2) colors. Each ticket shall contain reference to the applicability of the DC Lottery's regulations and District law and shall contain wording approved by the DC Lottery. Additionally, for all games with a

ticket size greater than 2" x 4", the ticket price point shall be shaded and highly visible on the back of the ticket.

17. Validation Number (VIRN Number). The DC Lottery requires a secure traceable ticket. Every ticket shall contain a VIRN number beneath the overprint. The VIRN number shall be a maximum of five (5) digits and shall be unique and non-repeating in the game as a whole. There shall not be a method to go from the validation number on the Contractor's validation tape directly to a book number. The VIRN number, along with the book/ticket number shall algorithmically determine whether a ticket is or is not a low tier winner and, if so, the amount of the prize won. This requirement is in addition to the high tier validation disk/tape described in this Contract.

18. Void Tickets. There shall not be any "void" or "dead" tickets in a book.

19. Perforations. The perforations between tickets shall allow tickets to be separated from each other, after one (1) pre-fold, but should not break apart in normal transit and handling.

20. Book Size. The consistency of the correctness of the count of tickets in a book is of extreme importance to the DC Lottery. Accordingly, the DC Lottery shall have the right to determine book sizes by game and/or price point.

21. Ticket Numbers. Each ticket shall bear an individual consecutive number starting with 001 within each book. The DC Lottery requires that a check digit be with the ticket number. Each ticket shall bear a book number. Book numbers shall be consecutive (except for omissions) and non-duplicating in the game. The Contractor shall have procedures to assure that the same book number is on all tickets in the book and that book numbers are not duplicated. Each ticket shall also bear a game identifier. All ticket identification numbers and letters shall, at the discretion of the DC Lottery, be Bar Coded and OCR-A readable.

22. Omissions. No more than two percent (2%) of the books or tickets are to be omitted. If a greater number of books are omitted, they must be made up with the appropriate prize structure within the two percent (2%) maximum. However, all top prizes shall be exact in accordance with the game's prize structure.

23. Book Packaging. Each book shall be shrink wrapped so that the book number is visible. The DC Lottery shall have the right to use pouch game packaging or other special packaging.

24. Transportation. Tickets shall be delivered Freight on Board ("FOB") destination, freight prepaid, to the DC Lottery's warehouse, or other locations designated by the DC Lottery which are specified in the executed working papers. Exclusive-use combination lock, cable seal and tamper seal truck(s) will be utilized from the successful Contractor's printing facility to the DC Lottery's warehouse. A numbered cargo tamper seal will be placed across the hinge side of each cargo door. Skids will be arranged on the truck so that the lowest numbered skid is in the "nose" of the truck and the highest numbered skid is in the rear. The Contractor's shipping department shall email key DC Lottery Security and Warehouse staff when the shipment departs. The email shall include a copy of the driver's government issued driver's license, driver's contact information (telephone number), cable seal number, combination lock code,

tamper seal number and estimated time of arrival. When the truck/trailer arrives at the DC Lottery warehouse, the seal shall be broken in the presence of a DC Lottery representative. Deliveries are expected to arrive as early as 5:00 am and no later than 6:00 am on the designated delivery date.

(1) The Contractor, at its sole cost and expense, shall pay for all delivery, freight, insurance and other expenses in connection with delivery. If the DC Lottery requests delivery in any manner other than FOB destination, freight prepaid, or on a schedule other than that stated in the executed Working Papers, and such method costs more than the methods stated in the executed Working Papers, the DC Lottery will pay at cost for such documented changes (including necessary security and insurance). The DC Lottery's instant tickets shall not be comingled in transit with the products or goods of another entity.

(2) The Contractor shall perform the above-stated security measures at a minimum but are encouraged to provide any additional security measures that will aid in the successful and safe delivery of games.

(3) Tickets shall be delivered within a maximum of twenty-eight (28) working days from the date that the DC Lottery "signs-off" on the working papers, by signing and sending the approval page to the Contractor.

25. Shipping Manifest and Omissions List.

1. At the time of the delivery, the Contractor shall provide the DC Lottery with a list of books delivered and omitted from being delivered. Omitted books shall be listed by the DC Lottery as ineligible to win any prize and shall not be considered as valid tickets in the game. The DC Lottery shall not be billed for such omitted books of tickets, but only for the books of tickets actually delivered.

26. Instant Ticket/Book Reconstruction.

1. Upon request by the DC Lottery, the Contractor shall reconstruct individual instant tickets or entire books of instant tickets. The Executive Director of the DC Lottery will provide the Contractor a written list of employees authorized to request reconstructions. The Contractor shall reconstruct tickets only upon written request by an authorized DC Lottery employee and shall provide to the DC Lottery monthly a list of all instant tickets/books reconstructed during the prior month. This list shall include, at a minimum, the date of the request for reconstruction, the name of the individual requesting the reconstruction, and the book number and tickets reconstructed.

2. Reconstruction records shall be retained by the Contractor for three (3) years following the announced end of each game.

27. Accountants Review. The Contractor shall engage an independent Certified Public Accountant experienced in lottery operations and acceptable to the DC Lottery to review the procedures and controls employed by the Contractor during the production of each instant game. The Certified Public Accountant shall provide a report directly to the DC Lottery which shall state the tests performed on the Contractor's production procedures and the related findings. These tests shall include, but are not limited to, a review of the controls on the computer tapes or other methods of seeding used in producing high tier, low-end winners and losers in accordance with the final approved prize structure.

28. Validation Algorithm and Other Computer Information. The Contractor shall submit via secure file transfer protocol (FTP) a computer file containing all prizes for the game, including grand prize entry tickets and annuity type prizes, if any. Low-tier prizes shall be separate from mid-tier and high-tier prizes or as specified in the Working Papers. The information shall include validation number, play spots and prize code (prize amount) for the tickets actually produced and delivered.

29. Over/Under Allowance. The DC Lottery will not accept over/under amounts in excess of plus/minus two (2%) percent of tickets from the amount specified in the working papers.

30. Ticket Compatibility. All instant tickets produced shall be compatible with DC Lottery's current Photon and Winstation terminals, as well as any other online gaming system vendor's terminal that DC Lottery may utilize in the course of this contract including any extensions. All instant tickets shall be compatible with all current ticket dispensing systems (e.g. Counter units, Intralot WinStations) and future ticket dispensing systems utilized by the DC Lottery during the term of the Contract.

31. Required Standard Ticket Features. The Contractor shall provide the following Standard Ticket Features for all instant tickets, which shall be included in the Contract price:

    (1) Ten (10) point or heavier virgin card stock white coated on one (1) side, fully recyclable;

    (2) Non-flood coat varnish with an option for a UV High Gloss Coat;

    (3) 4-Color Process not including black & white;

    (4) 2-color ticket back;

    (5) Multiple Scratch-Off areas, when required by design;

    (6) Multiple Full Bleed, when required by design;

    (7) Unusual Shaped scratch-off areas, when required by design;

    (8) Custom imaging symbols, when required by design; and

    (9) Different pack sizes (ticket quantities) for each price point.

32. Optional Ticket Features. The DC Lottery may request customized instant ticket games that include optional ticket features specified in Section B of the Contract. The Contractor shall provide, only upon written authorization from the DC Lottery, the optional ticket features for instant ticket games.

33. Second Chance Drawing Validation File. If required, Second Chance entry Validation Files shall be configured using a single standard text formatted file. Entry numbers listed on the file shall be hashed using the MD5 one-way hashing algorithm. Each entry number shall consist of a ten (10 digit) digital front validation number (located under the secure coating within the play area) unique to each ticket delivered.

C.10 INVENTORY CONTROL

1. The Contractor shall maintain logs of game ticket stock inventory between all points of production and the delivery to the DC Lottery. Logs of all destroyed game ticket stock and game tickets shall also be maintained. The Contractor shall collect the above data in a timely manner.

C.11 QUALITY CONTROL

1. The Contractor shall employ quality control procedures to ensure that all game tickets delivered meet all specifications and requirements of the Contract.

2. The DC Lottery may randomly select up to ten (10) games to be tested annually and the Contractor shall be responsible for reimbursing the DC Lottery for all costs associated with testing of the games. The Contractor's internal ticket testing facility shall be acceptable for the tests if the Contractor provides the test reports to the DC Lottery.

3. The purpose of the testing and physical observation of selected tickets production will be to determine if the ticket meets the following three (3) primary quality and security criteria:

   (1) Durability. Is construction of the ticket secure enough for the ticket to endure reasonable environmental rigors and still be readily marketable.

   (2) Ability to be compromised. Is construction of the ticket secure enough for the ticket to withstand attempts to determine if the ticket is a winning or a non-winning ticket without removing a readily noticeable amount of the coatings on the play area of the ticket within a reasonable time frame, by methods and materials available to the lottery retailers.

   (3) Alterability. Is construction of the ticket secure enough for the ticket to withstand attempts to alter the play data, prize amounts, or bar code and produce a redeemable winning ticket from a non-winning ticket, and/or increase the prize amount on the ticket by methods and materials available to the public?

4. Failure of any ticket to pass any of the tests shall be cause for additional testing. The objective of the additional testing shall be to:

   (1) Determine the repeatability and practicality of the method and;

   (2) Determine the range of ticket production pools in which the problem is repeated.

5. The DC Lottery reserves the right to cancel an order with the Contractor at any time if the DC Lottery's tests show any representative sample of production tickets to be practically compromised or vulnerable to compromise. Tickets shall not bear any words, symbols, numbers or marks of any kind that in any way would permit a person to determine the location of a winning ticket.

6. The Contractor shall be responsible for payment of the prize amount of any apparent winning ticket from misprints, omit packs or quality control packs presented to the DC Lottery by a player, except in the event of theft, fraud or wrongdoing.

C.12 END OF PRODUCTION PRIZE STRUCTURE

1. After all tickets have been produced, the Contractor shall promptly provide the DC Lottery with an "end of production" prize structure which accurately states the total number of tickets delivered and the actual number of winners. Additionally, multiple tiers of the same prize value shall be consolidated on a separate report.

C.13 ATTAINMENT OF PRIZE STRUCTURE

1. The only variance between the "end of production" prize structure and the final approved prize structure to be tolerated shall be that which occurs in the omitted books. If the number of voided books alters higher tier prizes, the DC Lottery may require the reprint of all voided books at no additional cost to the DC Lottery. All prizes of $1000 or more shall be exact to the approved prize structure. Prizes of $999 or less shall be within a 2.0% variation.

C.14 VALIDATION ASSISTANCE

1. The Contractor shall assist the DC Lottery in the analysis and validation of questionable tickets in a timely manner.

C.15 COMPUTER SYSTEMS SOFTWARE AND ACCOUNTING

1. The Contractor's accounting methods shall be kept in accordance with Generally Accepted Auditing Standards (GAAS) and in accordance with Generally Accepted Accounting Principles (GAAP).

C.16 SECURITY

1. Plant Security. The printing plant or other facility where tickets are manufactured shall be equipped with a plant security system to be reviewed and approved by the DC Lottery annually. The system shall ensure that game tickets and materials are protected from theft, alteration and destruction, not only during manufacturing process, but also while in storage on the Contractor premises. Stringent security measures must be in place to prevent unauthorized entry at the production site, as well as meeting all applicable federal, state and local fire and safety regulations. The DC Lottery may conduct an annual on-site certification audit of the security plan to determine its effectiveness. The Contractor shall reimburse the DC Lottery and the Department for the cost of each annual security certification audit during the Contract. At a minimum, a physical security plan must:

   (1) Prevent unauthorized persons from accessing production facilities;
   (2) Upon demand, make available a record of all entries and exits from production facilities as well any/all third-party audits;
   (3) Include access control, surveillance system, and intrusion detection system that will sound an alarm at a manned location on and off premises at each site;
   (4) Operate a closed-circuit television system to monitor and record all activities at entrance/exits, computer rooms, and other high security/sensitive areas;
   (5) Provide a secured area within the facility for storage of completed or voided tickets prior to their final disposition; and
   (6) Provide a security plan for the shipping of tickets from production facility to the DC Lottery's warehouse or other location specified in the executed Working Papers.

2. All costs incurred as a result of implementing security measures shall be the Contractor's sole responsibility. The DC Lottery reserves the right to require additional security measures it deems necessary.

3. Attendance at Printing Plant During Game Production. In addition to all security measures, the DC Lottery, in its sole discretion, may send a maximum of two (2) representatives to the Contractor's printing plant. The Contractor shall cooperate with the DC Lottery to allow and coordinate previously agreed upon access to the printing plant. The DC Lottery shall determine the length of such visit(s). The cost for such visits shall be paid for by DC Lottery.

4. Security Breach. The Contractor must immediately (no longer than one (1) hour), report verbally to the DC Lottery's Executive Director any breach of its security, especially regarding theft or disappearance of paper stock, tickets, waste, printing plates, game play and Validation tapes, software files, etc., with written details to follow promptly but in no event longer than three (3) Business Days. The DC Lottery will provide appropriate instructions for expediting communication in such occurrences. The DC Lottery shall be the sole judge of the adequacy of the steps taken and shall have the right to specify other steps to be taken.

(1) The DC Lottery reserves the right to require at any time such further and additional security measures as it deems necessary and/or appropriate to ensure the integrity of the operation of the DC Lottery.

(2) The DC Lottery reserves the right, at any time and without prior notice, to expand its background investigation, to inspect and otherwise evaluate all phases of performance specified in the Contract and the premises in which such work is performed.

C.17 BUSINESS RECOVERY PLAN

1. The Contractor shall have an up to date Business Recovery Plan which shall be documented, maintained and periodically tested to ensure minimal interruption to service provided to the DC Lottery in case of an emergency or disaster at the Contractor's facility. This plan shall be reviewed and approved by the DC Lottery.

C.18 PROBLEM TRACING

1. The Contractor shall build into its system of game construction a means to be able to trace the extent of any problems, including but not limited to printing problems, which may be discovered while a game is in operation.

C.19 NONCONFORMING TICKETS

1. Nonconforming tickets (any ticket which deviates from any specifications) may be rejected by the DC Lottery. If the number of such tickets rejected is more than one percent (1%) of the ordered quantity of tickets, the Contractor shall replace such tickets at no additional costs to the DC Lottery, as soon as is reasonably possible, given the availability of material and production times. If the quantity of tickets rejected is less than the above percent for such game, the Contractor need not replace nonconforming tickets. This remedy shall be in addition to any other remedy provided for in this Contract or any other remedy provided by law.

C.20 SAMPLE TICKETS

C.20.1 The Contractor shall provide twenty (20) books of actual-sized sample tickets to the DC Lottery for each game. These samples shall be non-winning tickets and shall bear the words "SAMPLE" on the back. There shall be no additional compensation to the Contractor for these sample tickets. The specified samples shall be delivered along with the initial ticket shipment for each game.

C.21 ITVM CARDS

C.21.1 The Contractor shall produce and deliver ITVM cards for each Instant ticket game ordered. The ITVM cards shall be printed on 10pt C2S Cover stock and trimmed to a final size of 4" x 4". ITVM cards are four color process on the front; blank on the back. Final ITVM artwork shall be approved by the DC Lottery and shall be incorporated into the Working Papers for the instant game.

C.21.2 At the request of the DC Lottery, the Contractor shall provide 1,400 ITVM game cards per game ordered, packaged separately from the packs of tickets.

C.22 WORKING PAPERS

1. The Contractor shall prepare game working papers that include the details regarding each game's specifications. The working papers must be presented to DC Lottery no more than ten (10) working days from the Lottery's approval of the prize structure and final game design, including artwork. Revisions to any working papers (including drafts) shall be made within five (5) working days of the date the changes were submitted to the Contractor by DC Lottery. DC Lottery may grant an extension for exceptional circumstances.

2. The Contractor shall provide one (1) electronic version and one (1) hard copy to be overnighted of the working papers. Working papers, at a minimum, shall include the following:

   (1) Detailed ticket description and artwork, including black/white and color version of ticket covered and uncovered (100%) with indication of "press side", and ticket back (100%) including placement of Bar Code and UPC code on ticket;

   (2) Detailed game specifications including prize structure and programming parameters;

   (3) Complete set of game rules once the game is executed;

   (4) Production, packaging and shipping information;

   (5) Production timeline to include:

      (a) Working papers signed date;

      (b) approximate printing date;

      (c) approximate delivery date to distribution warehouse; and

      (d) game launch date.

   (6) Deliverables schedule including:

      (a) 100% black and white stats and disk containing symbols;

      (b) disk color draw downs and color composites that are provided for color approvals during the pre-manufacturing phase;

      (c) validation tapes; and

      (d) book tapes.

3. All Working papers shall be approved by DC Lottery prior to ticket production.

C.23 CUSTOMER SPECIFICATIONS

1. The Contractor shall prepare and provide a complete set of customer specifications that will govern all tickets produced for the DC Lottery. The customer specifications shall be updated and approved annually.

C.24 MATERIAL, SUPPLIES AND EQUIPMENT

1. All material, supplies and equipment offered and furnished shall be new or certified as new, except as otherwise agreed to in writing by the DC Lottery.

SECTION D

PACKAGING AND MARKING

D.1 PACKAGING

All reports and deliverables that are in "hard copy" and physically transported through the U.S. mail or private courier services are to be securely packaged using the Contractor's best practices.

D.2 MARKING

D.2.1 Unless otherwise specified herein, all reports and deliverables delivered under this contract must be plainly marked, stating the Contractor's name, contract number and addressed to the recipient, including the name of the office or floor, and the recipient's office telephone number as noted in the contract.

D.2.2 In case of carload lots, the Contractor shall tag the car, stating Contractor's name and contract number. Any failure to comply with these instructions will place the material at the Contractor's risk.

D.2.3 Deliveries by rail, water, truck or otherwise, must be within the working hours and in ample time to allow for unloading and if necessary, the storing of the materials or supplies before closing time. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the contact person identified in the contract at the delivery point.

SECTION E

INSPECTION, ACCEPTANCE AND WARRANTY OF SERVICES

E.1 INSPECTION

E.1.1 All supplies and services provided by the Contractor under this contract shall be subject to inspection by the Contracting Officer's Technical Representative ("COTR") identified in Section G.1 (b).

E.1.2 Inspection of Supplies

(a) Definition. "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor' s risk and expense.

(c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

(d) The District has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District will perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.

(e) If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District will bear the expense of District inspections or tests made at other than Contractor' s or subcontractor' s premises; provided, that in case of rejection, the District will not be liable for any reduction in the value of inspection or test samples.

(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest.

(f) The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.

(h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the District may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) If this contract provides for the performance of District quality assurance at source, and if requested by the District, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for District inspection.

(j) The District request shall specify the period and method of the advance notification and the District representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the District representative is in residence in the Contractor' s plant, nor more than 7 business days in other instances.

(k) The District will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the District, for non-conforming supplies.

(l) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor' s plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting

Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor' s plant and return to the original point when that point is not the Contractor' s plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor' s risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

E.1.3 Inspection of Services

(a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.

(c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.

(d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.

(e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed. If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.

E.2 ACCEPTANCE

Acceptance of all products and services provided under this contract shall be performed by the COTR. Acceptance means approval by the COTR of specific services as partial or complete performance of the contract.

E.3 WARRANTY OF SERVICES

E.3.1 The time period for this warranty provision is the life of the contract plus all active options and extensions.

E.3.2 Warranty Provision:

(a) Notwithstanding inspection and acceptance by the District or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor *within 30 days from the date of* discovery. This notice shall state either:

(1) That the Contractor shall correct or re-perform any defective or nonconforming services; or

(2) That the District does not require correction or reperformance.

(b) If the Contractor is required to correct or reperform, it shall be at no cost to the District, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the District thereby, or make an equitable adjustment in the contract price.

(c) If the District does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

SECTION F

PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The base period term of the contract shall be from the Contract Effective Date through November 30, 2025.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4), one (1) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the Section B of the contract.

F.3 DELIVERABLES

F.3.1 The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the COTR identified in Section G in accordance with Section C.

F.3.2 The Contractor shall submit to the District, as a deliverable, the report described in Section I.31 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to Section G.6.

SECTION G

CONTRACT ADMINISTRATION

G.1 CONTRACT ADMINISTRATORS

(a) Contracting Officer

i. The Contracting Officer (or "CO") for this contract is:

Drakus Wiggins
Contracting Officer
Office of the Chief Financial Officer
1100 4th St. SW Suite E620
Washington, DC 20024
Telephone: (202) 442-7121
Fax: 202-442-6454
E-mail address: drakus.wiggins@dc.gov

ii. The Contracting Officer is the only official authorized to legally bind the District and make changes to the requirements, terms and conditions of this contract. Only the Contracting Officer can increase, decrease, extend or terminate this contract. All other changes are unauthorized.

iii. The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

iv. In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

(b) Contracting Officer Technical Representative (COTR)

i. The COTR for this contract is:

Stephen Cooke
Lottery Product Manager
Office of Lottery & Gaming (OLG)
2235 Shannon Place SE Washington, DC 20020
Telephone: (202) 645-8983
E-mail address: stephen.cooke@dc.gov

ii. The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the

requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

a. Keeping the Contracting Officer fully informed of any technical or contractual difficulties encountered during the performance period and advising the Contracting Officer of any potential problem areas under the contract;

b. Coordinating site entry for Contractor personnel, if applicable;

c. Reviewing invoices for completed work and approving invoices if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

d. Reviewing and approving invoices for deliverables to ensure receipt of goods and services.

e. Timely processing of invoices and vouchers in accordance with the District's payment provisions; and

f. Maintaining a file that includes all contract correspondence, modifications, records of inspections and invoice or vouchers.

iii. The COTR does NOT have the authority to:

a. Award, agree to, or sign any contract, delivery order or task order. Only the Contracting Officer shall make contractual agreements, commitments or modifications;
b. Grant deviations from or waive any of the terms and conditions of the contract;
c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
d. Authorize the expenditure of funds by the Contractor;
e. Change the period of performance; or
f. Authorize the use of District property, except as specified under the contract.

iv. The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.2 INVOICE PAYMENT

G.2.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.2.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor. The District reserves the right to conduct post payment reviews or audits.

G.2.3 Unless otherwise specified in this contract, and with presentation of a properly executed invoice:

a) Payment will be made on completion and acceptance of each item for which the price is stated in the Pricing Schedule in Section B,
b) Payment will be made on completion and acceptance of each percentage or milestone of work in accordance with the prices stated in the Pricing Schedule in Section B, or
c) Payment may be made on partial deliveries of goods and services accepted by the District if the Contractor requests it and the amount due on the deliveries warrants it as determined by the District.

G.3 INVOICE SUBMITTAL

G.3.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, https://vendorportal.dc.gov

G.3.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.

G.3.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

G.4 THE QUICK PAYMENT ACT

G.4.1 Interest Penalties to Contractors

G.4.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq*., as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

G.4.1.1.1 The date on which payment is due under the terms of this contract;

G.4.1.1.2 Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

G.4.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

G.4.1.1.4 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

G.4.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before:

G.4.1.2.1 3rd day after the required payment date for meat or a meat product;

G.4.1.2.2 5th day after the required payment date for an agricultural commodity; or

G.4.1.2.3 15th day after any other required payment date.

G.4.1.3 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.4.2 Payments to Subcontractors

G.4.2.1 The Contractor shall take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:

G.4.2.1.1 Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or

G.4.2.1.2 Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.4.2.2 The Contractor shall pay subcontractors or suppliers interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

G.4.2.2.1 3rd day after the required payment date for meat or a meat product;

G.4.2.2.2 5th day after the required payment date for an agricultural commodity; or

G.4.2.2.3 15th day after any other required payment date.

G.4.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.4.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.4.3 Subcontract requirements

G.4.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

G.4.3.2 The Contractor shall include in each subcontract under this contract a provision that obligates the Contractor, at the election of the subcontractor, to participate in negotiation or mediation as an alternative to administrative or judicial resolution of a dispute between them.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G. 5.1 The Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

"Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee)."

G.6 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.6.1 For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final requests for payment shall be accompanied by the report or a waiver of compliance pursuant to Section I.31.

G.6.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirement and First Source Employment Agreement requirements.

G.7 ORDERING CLAUSE

G.7.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders, task orders, or purchase orders by the CO. Such orders may be issued during the term of this contract.

G.7.2 All orders are subject to the terms and conditions of this contract. In the event of a conflict between an order and this contract, the contract shall control.

G.7.3 If mailed, an order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 OLG APPROVAL OF STAFFING

H.1.1 Contractor shall not employ or permit the employment of any unfit or unqualified person or persons not skilled in the tasks assigned to them by Contractor. OLG shall review and approve all perspective employees, contractors, consultants or other persons assigned to provide services under this Contract. Contractor shall at all times employ sufficient labor to carry out functions and services in the manner and time prescribed by the Contract. Contractor shall be responsible to OLG for all acts and omissions of Contractor's employees, agents (including, but not limited to, lobbyists) and subcontractors and Contractor shall enforce strict discipline among Contractor's employees, agents (including, but not limited to, lobbyists) and subcontractors performing the services under the Contract. Any person employed by Contractor shall, at the written request of OLG, and within OLG's sole discretion, be removed immediately by Contractor from work relating to the Contract.

H.2 SUBCONTRACTS

H.2.1 Contractor shall not subcontract any of Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer in consultation with the COTR. Any such subcontract shall specify that Contractor and the subcontractor shall be subject to every provision of this Contract. Notwithstanding any such subcontract approved by the District, Contractor shall remain liable to the District for all Contractor's work and services required hereunder, including any work conducted by a subcontractor.

H.3 CERTIFIED BUSINESS ENTERPRISE SUBCONTRACTING REQUIREMENTS

H.3.1 Beneficiaries of all non-construction contracts for government-assisted projects in excess of $250,000, unless a waiver has been approved by the Director of the Department of Small and Local Business Development in accordance with D.C. Code §2-218.51, are required to:

(a) Subcontract at least 35% of the dollar volume to small business enterprises, as defined in D.C. Code §2-218.32; or

(b) If there are insufficient qualified small business enterprises to completely fulfill the requirement set forth in H.3.1(a), then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises, as defined in D.C. Code §§2-218.31-39a; provided, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

(c) For each government-assisted project for which a certified business enterprise is utilized to meet the subcontracting requirements set forth above in H.3.1(a) or H.3.1(b), the certified business enterprise shall perform at least 35% of the contracting effort with its own organization and resources.

(d) Beneficiaries certified as a small business enterprise, local business enterprise, or disadvantaged business enterprise shall not have to comply with Sections H.3.1(a) or H.3.1(b). Nonetheless, Beneficiaries certified as a small business enterprise, local business enterprise, or disadvantaged business enterprise that does subcontract any portion of the contract work must submit a subcontracting plan to show the Beneficiary is retaining the minimum required amount of work with its own organization and resources and to show the Beneficiary subcontracts with certified business enterprises pursuant to D.C. Code § 2–218.46.

H.3.2

(a) For each government-assisted project for which a certified business enterprise is selected as a Beneficiary and is granted points or a price reduction pursuant to D.C. Code §2-218.43 or is selected through a set-aside program, the certified business enterprise shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracted effort shall be with certified business enterprises. A certified business enterprise prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

(b) For each government-assisted project for which a certified joint venture is selected as a Beneficiary and is granted points or a price reduction pursuant to D.C. Code §2-218.43 or is selected through a set-aside program, the certified business enterprise shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracted effort shall be with certified business enterprises. If the certified business enterprise member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

(c) For each government-assisted project of $1 million or less for which a certified business enterprise is selected as a Beneficiary and is granted points or a price reduction pursuant to D.C. Code §2-218.43 or is selected through a set-aside program, the certified business enterprise shall perform at least 50% of the on-site work with its own workforce.

H.3.3 Bids or proposals responding to a solicitation, including an open market solicitation, shall be deemed nonresponsive and shall be rejected if a subcontracting plan is required by law and the Beneficiary fails to submit a subcontracting plan as part of its bid or proposal and the Beneficiary fails to submit a plan that meets the criteria set forth in H.3.4. The subcontracting plan required shall be provided before the District accepts the submission of the bid or proposal.

H.3.4 A Beneficiary's subcontracting plan shall specify all of the following:

(a) The name and address of the subcontractor;
(b) A certification number of the small or certified business enterprise, current as of the solicitation closing date;
(c) The scope of work to be performed by the subcontractor; and
(d) The price to be paid by the Beneficiary to the subcontractor.

H.3.5 No Beneficiary shall be allowed to amend the subcontracting plan filed as part of its bid or proposal except with the consent of the Director of the Department of Small and Local Business Development. Any reduction in the dollar volume of the subcontracted portion resulting from such amendment of the plan shall inure to the benefit of the District.

H.3.6 No multiyear contracts or extended contracts, which are not in compliance with D.C. Code §2-218.46 or this Section H.3 at the time of the contemplated exercise of the option or extension, shall be renewed or extended, and any such option or extension shall be void.

H.3.7 A Beneficiary shall submit to the Contracting Officer, project manager, and the Director of the Department of Small and Local Business Development (at compliance.enforcement@dc.gov) copies of the executed contracts with the subcontracts identified in the subcontracting plan. Failure to submit copies of the executed contracts shall render the underlying contract voidable by the District.

H.3.8 The Beneficiary shall provide written notice to the Department of Small and Local Business Development upon the initiation and completion of a project.

H.3.9 Within 30 days after the end of each quarter, the Beneficiary shall provide a quarterly report to the Department of Small and Local Business Development (at compliance.enforcement@dc.gov), the Contracting Officer, and the project manager which shall include a list of each subcontractor identified in the subcontracting plan and for each subcontract:

(a) The price to be paid by the contractor to the subcontractor;
(b) A description of the goods procured or the services contracted for;
(c) The amount paid by the contractor to the subcontractor under the subcontract; and
(d) A copy of the fully executed subcontract, if it was not provided in a prior quarterly report. If not included, the Beneficiary shall not receive credit toward the subcontracting requirements of this section for that subcontract.

The Beneficiary shall access the DSLBD forms to complete the reporting requirements. The Beneficiary shall contact DSLBD at (202) 727-3900 or at compliance.enforcement@dc.gov for instructions on SBE Forms.

H.3.10 Beneficiary shall meet on an annual basis with the Department of Small and Local Business Development, the Contracting Officer, and the project manager to provide an update of the subcontracting plan for utilization of small business enterprises and certified business enterprises. The Department of Small and Local Business development shall provide the Beneficiary with a 30-day written notice of the meeting.

H.3.11 A Beneficiary and/or certified business enterprise subject to this section, that fails to meet the requirements of this section shall be subject to penalties set forth in D.C. Code §2-218.63.

H.3.12 **Waiver of Subcontracting Requirements**

(a) The Director of the Department of Small and Local Business Development may waive the subcontracting requirements only if there is insufficient market capacity for the goods and services that comprise the project and such lack of capacity leaves the contractor commercially incapable of achieving the subcontracting requirements.

(b) The Beneficiary may request a waiver of the subcontracting requirements by timely filing a written request to the attention of the Contracting Officer detailing the reasons justifying a waiver, including the Beneficiary's efforts to secure involvement by Certified Business Enterprises. The Contracting Officer will, in turn, use the Beneficiary's information to submit a waiver request to the Director of the Department of Small and Local Business Development.

(c) The Contracting Officer will provide written notice of the waiver determination to the Beneficiary prior to the acceptance of bids or proposals and upon a decision of the waiver by the Director of the Department of Small and Local Business Development.

(d) The Beneficiary should provide the following information in its waiver request to the Contracting Officer to demonstrate the Beneficiary's good faith efforts to secure involvement by a Certified Business Enterprise:

i. Whether the Beneficiary advertised in general circulation, trade association, or other media outlets concerning the subcontracting opportunity;
ii. Whether the Beneficiary provided written notice to a reasonable number of certified business enterprises that their interest in the subcontracting opportunity was being solicited;
iii. Whether the Beneficiary conducted any pre-solicitation or pre-bid conferences to inform certified business enterprises of the subcontracting opportunity;
iv. Whether the Beneficiary provided sufficient time to allow certified business enterprises to participate effectively in its efforts to secure involvement by a certified business enterprise;
v. Whether the Beneficiary followed up responses of interest by conducting negotiations with certified business enterprises;
vi. Whether rejections by the Beneficiary of certified business enterprises as being unqualified were based on sound reasoning and thorough investigation of their capabilities;
vii. Whether the Beneficiary made efforts to assist interested certified business enterprises in obtaining bonding, lines of credit, or insurance required by the Beneficiary;
viii. Whether the Beneficiary effectively used the services of the Department of Small and Local Business Development, (202) 727-3900 and http://dslbd.dc.gov, in recruiting qualified certified business enterprises; and
ix. Whether bids submitted by certified business enterprises were excessive or noncompetitive based upon a review of prevailing market conditions.

(e) While the information described in (d) above will assist the Director of the Department of Small and Local Business Development in reviewing the waiver request, it does not

guarantee that a waiver will, in fact, be approved. Additional factors may be considered and additional information may be requested from the Beneficiary to support the waiver request.

H.3.13 In additional to the information provided by the Beneficiary, the Contracting Officer will include the following information in its written request for a waiver:

(a) The number of certified business enterprises, if any, qualified to perform the elements of the work that comprise the project;
(b) A summary of the market research or outreach conducted to analyze the relevant market; and
(c) The consideration given to alternate methods for acquiring the work to be subcontracted in order to make the work more amenable to being performed by certified business enterprises.

H.3.14 For purposes of this Section H.3, the term:

(a) "Beneficiary" means a business enterprise that is the prime contractor or developer on a government-assisted project.

(b) "Government-assisted project" means:

i. A contract executed by an agency on behalf of the District or pursuant to statutory authority that involves District funds or, to the extent not prohibited by federal law, funds that the District administers in accordance with a federal grant or otherwise;

ii. A project funded in whole or in part by District funds;

iii. A project that receives a loan or grant from a District agency;

iv. A project that receives bonds or notes or the proceeds thereof issued by a District agency, including tax increment financing or payment in lieu of tax bonds and notes, or industrial revenue bonds;

v. A project that receives District tax exemptions or abatements that are specific to the project and not to the nature of the entity undertaking the project, such as a religious institution or nonprofit corporation; or

vi. A development project conducted pursuant to a disposition under section 1 of An Act Authorizing the sale of certain real estate in the District of Columbia no longer required for public purposes, approved August 5, 1939 (53 Stat. 1211; D.C. Official Code § 10-801).

H.3.15 Notwithstanding the requirements set forth in this Section H.3, a Beneficiary, and any other certified business enterprise subject to this section, shall fully comply with the requirements set forth in D.C. Code §§ 2-218.46, 2-218.51. If there is a conflict between the requirements set forth in this Section H.3 and D.C. Code §§ 2-218.46, 2-218.51, the requirements set forth in D.C. Code §§ 2-218.46, 2-218.51 shall govern.

H.3.16 Notice of Approved Waiver

A waiver has been approved by the Director of the Department of Small and Local Business Development for the base period of the resultant contract. Therefore, Section H.3.3, requirement to submit a subcontracting plan as part of a Beneficiary's bid or proposal, **IS NOT** applicable. However, the certified business enterprise subcontracting requirements of Section H.3 **IS** applicable to option periods, if exercised, for Beneficiaries of all non-construction contracts for government-assisted projects in excess of $250,000, unless a waiver for said option period has been approved in advance by the Director of the Department of Small and Local Business Development.

H.4 WARRANTIES

H.4.1 The Contractor warrants and agrees that it is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.

H.4.2 The Contractor warrants and agrees that it is of legal authority and capacity to enter into and perform under the Contract, and that it has the financial ability to perform its obligations under such Contract

H.4.3 The Contractor warrants and agrees that it has been duly authorized to operate and do business in all places where it will be required to do business under the Contract that it has obtained or will obtain all necessary licenses and permits required in connection with such Contract; and that it will fully comply with all laws, decrees, labor standards and regulations of its domicile and wherever performance occurs during the term of such Contract.

H.4.4 The Contractor warrants and agrees that it has no present interest and shall not acquire any interest which would conflict in any manner with its duties and obligations under the Contract.

H.4.5 The Contractor warrants and agrees that all systems analysis, systems design and programming pursuant to the Contract or for use in its performance there under has been and shall be prepared or done in a high quality, professional and competent manner using only qualified personnel.

H.4.6 The Contractor further represents and warrants that all programs implemented in its performance under the contract shall meet the performance standards required there under and shall correctly and accurately perform their intended functions on the equipment supplied by the District or Contractor.

H.4.7 The Contractor warrants and agrees that all services provided by it under the Contract shall be performed in a prompt, high quality, professional and competent manner using only qualified personnel.

H.4.8 The Contractor warrants and agrees that it will not take any action inconsistent with any of the terms, conditions, agreements, or covenants set forth in this Contract without the express written consent of the District.

H.4.9 The Contractor warrants and agrees that it shall keep all equipment in good condition and repair, and shall not permit anything to be done that may materially impair the value thereof. The Contractor shall use such equipment only in the ordinary course of its performance under the Contract and shall not permit such equipment to be used in violation of any applicable law, regulation or policy of insurance. The Contractor agrees to develop a maintenance and replacement schedule subject to approval by the District and agrees to comply with that schedule.

H.4.10 The Contractor warrants and agrees that it will not take any action inconsistent with any of the terms, conditions, agreements, or covenants set forth in this Contract without the express written consent of OLG.

H.5 DISCLOSURE OF LITIGATION

H.5.1 Contractor shall provide OLG with a complete disclosure of any material civil or criminal litigation or indictment either threatened or pending involving Contractor. Contractor shall also disclose any material litigation threatened or pending for subcontractors, consultants, and/or lobbyists. For purposes of this section, material refers to any action or pending action that a reasonable person knowledgeable in the gaming industry would consider relevant to any gaming operation or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the gaming industry and its operations. On a twice-yearly basis, Contractor shall notify OLG about all threatened or pending litigation involving Contractor's District of Columbia operations and all threatened or pending litigation that may be considered material to the overall operations of Contractor.

H.6 CONTINUITY OF SERVICES

The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another Contractor, at the District's option, may continue to provide these services. If another Contractor is awarded a future contract for performance of the required services, the original Contractor shall cooperate fully with the District and the new Contractor in any transition activities that the Contracting Officer deems necessary during the term of the contract. To that end, the Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

H.7 BACKGROUND INVESTIGATIONS AND OTHER INTEGRITY REQUIREMENTS

H.7.1 OLG may initiate investigations into the backgrounds of any of Contractor's officers, principals, investors, owners, employees, subcontractors, or subcontractors' officers, principals, owners or employees, or any other associates of 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, Contractor, including the parent or subsidiary of Contractor, shall complete OLG's Security Background Packet. OLG reserves the right to require additional background information from any Contractor.

H.7.3 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. Contractor also agrees that the OLG may conduct background investigations of such persons.

H.7.4 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.

H.8 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

H.8.1 Key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, Contractor shall notify the Contracting Officer at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. Contractor shall obtain written approval of the Contracting Officer for any proposed substitution of key personnel.

H.9 ADVISORY AND ASSISTANCE SERVICES

H.9.1 This contract is a "non-personal services contract". The Contractor and the Contractor's employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives. (4) shall provide OLG with an annual state of the industry research at no cost, conducted in person unless otherwise agreed upon by both parties.

H.10 OCFO/OCIO CYBERSECURITY AWARENESS TRAINING

H.10.1 In the OCFO's ongoing effort to protect OCFO data, networks and computers against cyber attackers all Contractor personnel, including direct or indirect employees and any employed by a subcontractor, assigned to the Contract shall take and must pass the OCFO/OCIO Cybersecurity Awareness Training at the District's direction. The training is web-based, designed to heighten cybersecurity awareness so that the OCFO is less likely to become a victim of cybercrimes. The training is typically completed in one to two hours. The training

shall be taken and must be passed annually by all Contractor personnel, during the term of the Contract.

H.11 NON-DISCLOSURE AGREEMENT

H.11.1 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 and marketing plans. Contractor's nondisclosure requirements under this subsection shall not apply to any OLG materials that are (through no fault of Contractor) already in the public domain at the time of Contractor's receipt of such materials and/or where such disclosure is required by applicable law or regulation.

H.12 NO PURCHASE OF LOTTERY TICKETS OR WAGERING ON DISTRICT OPERATED SPORTS WAGERING

H.12.1 During the term of the Contract and any extensions thereof, 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. Contractor shall ensure that this requirement is made known to all personnel involved with the performance of this Contract.

SECTION I

CONTRACT CLAUSES

I.1 LAWS AND REGULATIONS INCORPORATED BY REFERENCE

To the extent applicable, the provisions of the following acts, together with the provisions of applicable regulations made pursuant to said acts are hereby incorporated by reference into this contract; together with the laws and regulations of the District of Columbia:

A. Contract Work Standards Act of August 13, 1962, also known as the Contract Work Hours and Safety Standards Act of 1962, 76 Stat. 357-360.

B. Buy American Act, Act of March 3, 1983, c.212, Title III, 47 Stat. 1520, as amended.

C. Walsh-Healy Public Contracts Act, Act of June 30, 1936, c.881, 49 Stat. 2036, as amended. (Applies only when contract is $10,000 or more).

D. Mayor's Order 85-85, dated June 10, 1985, as amended, entitled: "Compliance with Equal Opportunity Obligations in Contracts."

E. Public Law 93-112, Rehabilitation Act of 1973, Section 504, as amended.

F. Mayor's Order 83-265, dated November 9, 1983 entitled: Employment Agreement Goals and Objectives for all District of Columbia Projects."

G. D.C. Law 5-93, dated May 9, 1984, the First Source Employment Agreement Act of 1984.

H. Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 et seq. (PPWF Act)

I. Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 et seq.

J. Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152)

K. Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.), as amended, ("Living Wage Act of 2006") which applies to all contracts for services in the amount $100,000 or more in a 12-month period. The current living wage rate, the Living Wage Act Fact Sheet which includes exemption information, and the Living Wage Act Poster may be found at https://does.dc.gov/service/office-wage-hour-compliance-0 or contact the Department of Employment Services at (202) 724-7000.

I.2 WAIVER

The waiver of any breach of the contract will not constitute a waiver of any subsequent breach thereof, or a waiver of the contract.

I.3 INDEMNIFICATION

I.3.1 The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder.

I.3.2 The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

I.4 TRANSFER

No contract or any interest therein shall be transferred by the parties to whom the award is made; such transfer will be null and void and will be cause to annul the contract.

I.5 TAXES

(a) The Government of the District of Columbia is exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use Taxes.

(b) Tax exemption certificates are no longer issued by the District for Federal Excise Tax. The following statement may be used by the supplier when claiming tax deductions for Federal Excise Tax exempt items sold to the District.

"The District of Columbia Government is Exempt from Federal Excise Tax – Registration No. 52-73-0206-K, Internal Revenue Service, Baltimore, Maryland."

Exempt from Maryland Sales Tax, Registered with The Comptroller of The Treasury – Exemption No. 09339

"The District of Columbia Government is Exempt from Sales and Use Tax – Registration No. 53-600, The District of Columbia Office of Tax and Revenue."

I.6 OFFICIALS NOT TO BENEFIT

I.6.1 Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District's needs cannot reasonably otherwise be met. (Procurement Practices Reform Act of 2010, D.C. Law 18-0371, D.C. Official Code, section 2-359.10, and Chapter 18 of the DC Personnel Regulations)

I.6.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

I.7 DISPUTES

All disputes arising under or relating to this contract shall be resolved as provided herein.

(a) **Claims by a Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The Contractor's claim shall contain at least the following:

(i) A description of the claim and the amount in dispute;
(ii) Data or other information in support of the claim;
(iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and

(iv) The Contractor's request for relief or other action by the Contracting Officer.

(2) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.

(3) The Contracting Officer shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

(4) The Contracting Officer's written decision shall do the following:

(i) Provide a description of the claim or dispute;
(ii) Refer to the pertinent contract terms;
(iii) State the factual areas of agreement and disagreement;
(iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
(v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
(vi) Indicate that the written document is the contracting officer's final decision; and
(vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(5) Failure by the Contracting Officer to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-360.04.

(6) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(7) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

(b) **Claims by the District against a Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or

other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(1) The Contracting Officer shall decide all claims by the District against a Contractor arising under or relating to a contract.

(2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:

(i) Provide a description of the claim or dispute;
(ii) Refer to the pertinent contract terms;
(iii) State the factual areas of agreement and disagreement;
(iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
(v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
(vi) Indicate that the written document is the Contracting Officer's final decision; and
(vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(3) The Contracting Officer shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

(4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.

(5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.

(6) This paragraph shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.

(c) Decisions of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D.C. Official Code §2-360.04.

(d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

I.8 CHANGES

(a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **Section I.7 Disputes**.

(b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of the contract, unless the CO:

(1) Agrees with the Contractor, and if applicable the subcontractor, on a price for the additional work;
(2) Obtains a certification of funding to pay for the additional work;
(3) Makes a written, binding commitment with the Contractor to pay for the additional work within thirty (30) days after the Contractor submits a proper invoice; and
(4) Provides the Contractor with written notice of the funding certification.

(c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:

(1) Within five (5) business days of its receipt of notice of the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
(2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within ten (10) days of receipt of payment from the District; and
(3) Notify the subcontractor and CO in writing of the reason(s) the Contractor withholds any payment from a subcontractor for the additional work.

(d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays until the parties agree on a price for the additional work.

I.9 TERMINATION FOR DEFAULT

A. The District may, subject to the provisions of paragraph C., below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances: (i) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified within the project work plan or any extension

thereof; or (ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

B. In the event the District terminates this contract in whole or part as provided in paragraph A. above, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated; and the Contractor shall be liable to the District for any excess costs for similar supplies or services. Provided, that the Contractor shall continue the performance of this contract to the extent not terminated under provisions of this clause. The Contractor shall work with any subsequent contractor to ensure a smooth transfer of information for a period of sixty (60) days.

C. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or of public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

D. If this contract is terminated as provided in paragraph A., above, the District in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, (ii) such partially completed supplies and materials, information, and contract rights (herein after called “manufacturing materials”) as the Contractor has specifically produced or specifically produced or specifically acquired for the performance being terminated; and the Contractor, shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest. Payment for completed supplies delivered to and accepted by the District shall be at the contract price. Payment for manufacturing materials delivered to and agreed upon by the Contractor and Contacting Officer; failure to agree to such amount shall be a dispute concerning a question of fact. The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sums as the Contracting Office determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

E. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provision of this clause, or that the default was excusable under the provisions of this clause, the rights and

obligations of the parties shall, if the contract contains a clause providing for a termination for convenience be the same as if the notice of termination had been issued pursuant to such clause. Section I.10 "Termination for Convenience."

F. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any rights and remedies provided by law or under this contract.

G. As used in paragraph C., above, the terms "subcontractor" and "subcontractors" means subcontractor(s) at any tier.

I.10 TERMINATION FOR CONVENIENCE

(a) The District may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the District's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all contracts to the extent they relate to the work terminated.

(4) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District will have the right to settle or pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been
completed, would be required to be furnished to the District.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty-five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.

(d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after one year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.

(e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:

(1) The contract price for completed supplies or services accepted by the District (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of :

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(1) above; and

(iii) A sum, as profit on subparagraph f(1) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable cost of settlement of the work terminated, including-

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontractors (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(g) Except for normal spoilage, and except to the extent that the District expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the District or to a buyer.

(h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f) or (j), the District will pay the Contractor (1) the amount determined by the Contracting Officer if there

is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

(i) In arriving at the amount due the Contractor under this clause, there shall be deducted:

(1) All unliquidated advances or other payments to the Contractor under the termination portion of the contract;

(2) Any claim which the District has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.

(j) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the Contracting Officer.

(k) (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(l) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the District, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, micrographs, or other authentic reproductions may be maintained instead of original records and documents.

I.11 TERMINATION OF CONTRACTS FOR CERTAIN CRIMES AND VIOLATIONS

A. The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage,

gift, or consideration paid in violation of this title if:

(1) the Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment made under this contract.

(2) There has been any breach or violation of:

(A) Any provision of the District of Columbia Procurement Practices Reform Act of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, et seq., or

(B) The contract provision against contingent fees.

B. If a contract is terminated pursuant to this section, the Contractor: (i) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and (ii) shall refund all profits or fixed fees realized under the contract.

C. The rights and remedies contained in this Clause are in addition to any other rights or remedies provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

I.12 EXAMINATION OF THE BOOKS

I.12.1 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation. The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract. The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

I.12.2 The Contracting Officer, the DC Inspector General, OCFO, and the District of Columbia Auditor, and/or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to the contract.

I.13 NON-DISCRIMINATION CLAUSE

(a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code §2-1402.11) (2001 Ed.) ("Act" as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial

supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

(b) Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D.C. Register, Mayor's Order 2002-175 (10/23/02), 49 DCR 9883 and Mayor's Order 2006-151 (11/17/06), 52 DCR 9351, the following clauses apply to this contract:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

(2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business.

The affirmative action shall include, but not be limited to the following:

(a) employment, upgrading or transfer;

(b) recruitment or recruitment advertising;

(c) demotion, layoff, or termination;

(d) rates of pay, or other forms of compensation; and

(e) selection for training and apprenticeship.

(3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections (b)(1) and (b)(2) concerning non-discrimination and affirmative action.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection (b)(2).

(5) The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under the terms of any subcontractor agreement each subcontractor to permit access of such subcontractor's books, records, and accounts for such purposes.

(7) The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.

(8) The Contractor shall include in every subcontract the equal opportunity clauses, subsections (b)(1) through (b)(9) of this section, so that such provisions shall be binding upon each subcontractor or vendor.

(9) The Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the Contracting Officer, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14 SERVICE CONTRACT ACT OF 1965

Definitions:

"Act", as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351- 358). "Contractor" as used in this clause, means the prime Contractor or any subcontractor at any tier. "Service employee" as used in this clause, means any person (other than a person employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR 541) engaged in performing a Government contract nor exempted under 41 U.S.C. 356, the principal purpose of which is to furnish services in the United States as defined in section 22.1001 of the Federal Acquisition Regulation. It includes all such persons regardless of the actual or alleged contractual relationship between them and a contractor.

A. **Applicability.** To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29CFR 4). All interpretations of the Act in Subpart C of 29 CFR 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C, 29 CFR 4.

B. **Compensation**: (i) The Contractor shall pay not less than the minimum wage and shall furnish fringe benefits to each service employee under this contract in accordance with wages and benefits determined by the Secretary of Labor or the Secretary's authorized representative, as specified in any attachments to this contract; (ii) If there is an attachment, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract. The classification shall provide a reasonable relationship to those listed in the attachment. The Contractor shall pay that class wages and fringe benefits determined by agreement of the interested parties: The contracting agency, the Contractor, and the employees who will perform the contract or their representatives. If the interested parties do not agree, the Contracting Officer shall submit the question, with a recommendation for final determination to the Office of Government Contract Wage Standards, Wage and Hour Division Employment Standards Administration (ESA), and the Department of Labor. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by ESA is a contract violation. (iii) If the term of this contract is more than one (1) year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every two (2) years under wage determinations issued by ESA.

C. **Minimum Wage**. In the absence of a minimum wage attachment for this contract, the Contractor shall not pay any service or other employees performing this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 206). Nothing in this clause shall relieve the Contractor of any other legal or contractual obligations to pay a higher wage to any employee.

D. **Successor Contracts**. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, the Contractor may not pay any service employee performing this contract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor may be relieved of this obligation unless the limitations of 29 CFR 4.1c (b) apply or unless the Secretary of Labor or the Secretary's authorized representative - (i) Determines that the agreement under the predecessor was not the result of arms-length negotiations, or (ii) Finds, after a hearing under 29 CFR 4.10, that the wages and benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality.

E. **Notification to Employees**. The Contractor shall notify each service employee commencing work on this contract of the minimum wage and any fringe benefits

required to be paid, or shall post a notice of these wages and benefits in a prominent and accessible place at the work site, using such poster as may be provided by the Department of Labor.

F. **Safe and sanitary working conditions**. The Contractor shall not permit services called for by this contract to be performed in building or surroundings or under working conditions provided by or under the control or supervision of the Contractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor shall comply with the health standards applied under 29 CFR Part 1925.

G. **Records**. The Contractor shall maintain for three (3) years from the completion of the work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:

(i) For each employee subject to the Act –

(a) Name and address;

(b) Work classification or classifications, rate or rates of wages and fringe benefits provided;

(c) Rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(d) Daily and weekly hours worked; and

(e) Any deductions, rebates, or refunds from total daily and weekly compensation.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by ESA under the terms of paragraph (B)(iii) of this clause. A copy of the report required by paragraph (D) of this clause will fulfill this requirement.

H. **Withholding of Payments and Termination of Contract**: The Contracting Officer shall withhold from the prime contractor under this or any other government contract with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default.

I. **Contractor's Report**: (i) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph C. of this clause. (ii) If wages to be paid or fringe benefits to be

furnished any service employee(s) under the contract are covered in collective bargaining agreement effective at any time when the contract is being performed, the prime Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The prime Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.

J. **Variations, tolerances, and exemptions involving employment**: Notwithstanding any of the provisions in this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor: (i) In accordance with regulations issued under Section 14, of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA(29 CFR 520, 521, 524 and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act. (ii) The Administrator will issue certificates under the Act for employing apprentices, and student learners, disabled persons, or disabled clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of minimum wages, but without changing requirements concerning fringe benefits for supplementary cash payments in lieu of these benefits; (iii) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR 525 and 528; and (iv) an employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips credited by the employer against the minimum wage required by section 2(a)(1) of the Act or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended.

I.15 RECOVERY OF DEBTS OWED THE DISTRICT

The Contractor hereby agrees that the District may use all or any portion of any consideration or refund due the Contractor under the present contract to satisfy in whole or part, any debt due the District.

I.16 NON-DISCLOSURE AGREEMENT

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

B. The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or

after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

C. No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than District Government officials unless written approval is obtained in advance from the Contracting Officer.

D. The District shall ensure that its personnel do not disclose to any non-District person or organization information concerning the process the Contractor uses to provide services under the awarded contract.

I.17 GOVERNMENT PROPERTY

Contractor use of Government property shall be governed by Chapter 41 of Title 27 of the D.C. Municipal Regulations.

I.18 RIGHTS IN DATA

A. Definitions

1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. "Existing Products" - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. "Custom Products" - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. "District" – The District of Columbia and its agencies.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District's satisfaction) and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor's business.

D. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.19 PATENTS

The Contractor shall hold and save the District, its officers, agents, servants and employees harmless from liability of any nature or kind, including costs, expenses, for or on account of any patented or unpatented invention, article, process, or appliance, manufactured or use in the performance of this contract, including their use by the District, unless otherwise specifically

stipulated in this contract.

I.20 RESEVED

I.21 APPROPRIATION OF FUNDS

The District's liability under this contract is contingent upon the future availability of appropriated monies with which to make payment for the contract purposes. The legal liability on the part of the District for payment of any money shall not arise unless and until such monies shall have been provided. The District's obligation to pay under this contract is subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2001); (iii) D.C. Official Code § 47-105 (2001); and (iv) D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time. Any expenditures under the contract in excess of the encumbered budget authority are subject to appropriation or additional budget authority.

I.22 MULTIYEAR CONTRACT

If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of this contract. Unless otherwise provided for in this contract, the effect of termination is to discharge both the District and the Contractor from future performance of the Contract, but not from their existing obligations. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred, but not amortized in the price of the supplies or services delivered under the Contract.

I.23 RESERVED

I.24 CONTRACTS IN EXCESS OF $1 MILLION DOLLARS

Any contract in excess of one million dollars ($l,000,000) within a 12-month period shall not be binding or give rise to any claim or demand against the District unless first approved by the Council of the District of Columbia and signed by the Contracting Officer.

I.25 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.26 RESERVED

I.27 AMERICANS WITH DISABILITIES ACT OF 1990 ("ADA")

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. § 12101 et seq.

I.28 FREEDOM OF INFORMATION ACT ("FOIA")

The District of Columbia's Freedom of Information Act, at D.C. Official Code § 2-532 (a)(3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.1 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations.*

I.29 RESERVED

I.30 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries $1,000,000 per occurrence limits; $2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and noncontributory with any other insurance maintained by the District of Columbia.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) $1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. i) Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

   ii) Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   iii) All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractor, its employees and/or volunteers which result in a loss to the District. The policy shall provide a limit of $100,000 per occurrence.

5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than $5,000,000 per claim, $5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of copyright, trademark, trade dress arising from the insured's digital media activities, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and

network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages. Shared limits with the Professional Liability coverage will be acceptable.

6. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of $5,000,000 per claim for each wrongful act and $5,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years after the completion of the professional services. Shared limits with the Cyber Liability coverage will be acceptable.

7. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits of 5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE.
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

E. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased

equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

F. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted as directed in the District's notification of award to the Contractor. The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or other evidence of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

I. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.31 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

I.31.1 For contracts for services in the amount of $300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).

I.31.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

(a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and

(b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

I.31.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

I.31.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

I.31.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

I.31.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

I.31.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

I.31.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

I.31.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in Section I.7.

I.31.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

I.31.11 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

I.32 COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District will have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

I.33 HEALTH AND SAFETY STANDARDS

Items delivered under this contract shall conform to all requirements of the Occupational Safety and Health Act of 1970, as amended ("OSHA"), and Department of Labor Regulations under OSHA, and all Federal requirements in effect at time of bid opening/proposal submission.

I.34 FORCE MAJEURE

Neither the Contractor nor the District shall be deemed in default or otherwise liable hereunder due to either party's inability to perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial orders (which judicial orders are not the result of any act or omission to act which would constitute a default hereunder), or any failure or delay of any transportation, power or other essential thing required, or similar causes beyond the parties control.

I.35 GOVERNING LAW

This contract shall be governed by, and construed in accordance with, the laws of the District of Columbia, including, but not limited to, the District of Columbia Procurement Practices Reform Act of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, et seq. and D.C. MUN. REGS. tit. 27.

I.36 ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

(1) Contract
(2) Contract Attachments

SECTION J

ATTACHMENTS

The following Attachments are hereby incorporated:

J.1 U.S. Department of Labor Wage Determination No. 2015-4281, Revision 29, Dated 4/11/2024

J.2 Doing Business with Integrity

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED OFFICERS

The Contractor shall list the names of persons authorized to negotiate on the Contractor's behalf in connection with this solicitation (list names, titles, and telephone numbers of the authorized negotiators):
Matthew Benoit - Account Manager, Global Instant Ticket Sales (401-392-7430)
Rob Hochstein - Vice President and Deputy General Counsel (401-392-2067)

K.2 PENDING LEGAL CLAIMS AGAINST THE DISTRICT

The Offeror must disclose any pending legal claims against the District. Pending legal claims includes, but is not limited to, Federal and District court litigation, administrative actions such as contract appeals or protests, claims for money damages from the District, and any other type of action (court or administrative) against the District. Offerors with pending legal claims against the District are not automatically precluded from contract award. If Offerors does not have any pending legal claims against the District, please indicate this below.

IGT does not have any pending legal claims against the District.

The Contractor hereby certifies that the information provided above is true, correct and complete.

Signature	Date	Title
Joseph S. Vendrasco	11/27/2024	COO, Global Lottery

K.3 TERMS AND CONDITIONS CERTIFICATION

The Contractor hereby certifies that it has read, understands, acknowledges and agrees to comply with the terms and conditions as set forth in this solicitation/contract/resultant contract, ***without exception***.

Signature	Date	Title
Joseph S. Vendrasco	11/27/2024	COO, Global Lottery

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director Division of Wage Determinations	Wage Determination No.: 2015-4281 Revision No.: 30 Date Of Last Revision: 07/22/2024

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional
information on contractor requirements and worker protections under the Executive Orders
is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Prince George's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Manassas, Manassas Park, Prince William, Stafford

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Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		21.35
01012 - Accounting Clerk II		23.96
01013 - Accounting Clerk III		26.80
01020 - Administrative Assistant		38.79
01035 - Court Reporter		28.71
01041 - Customer Service Representative I		17.17***
01042 - Customer Service Representative II		18.74
01043 - Customer Service Representative III		21.03
01051 - Data Entry Operator I		18.16
01052 - Data Entry Operator II		19.81
01060 - Dispatcher, Motor Vehicle		24.53
01070 - Document Preparation Clerk		19.93
01090 - Duplicating Machine Operator		19.93
01111 - General Clerk I		18.31
01112 - General Clerk II		19.98
01113 - General Clerk III		22.42
01120 - Housing Referral Assistant		26.61
01141 - Messenger Courier		21.58
01191 - Order Clerk I		18.41
01192 - Order Clerk II		20.09
01261 - Personnel Assistant (Employment) I		21.50
01262 - Personnel Assistant (Employment) II		24.05
01263 - Personnel Assistant (Employment) III		26.82
01270 - Production Control Clerk		26.81
01290 - Rental Clerk		20.61
01300 - Scheduler, Maintenance		21.33
01311 - Secretary I		21.33
01312 - Secretary II		23.86

01313 - Secretary III	26.61
01320 - Service Order Dispatcher	21.93
01410 - Supply Technician	38.79
01420 - Survey Worker	22.08
01460 - Switchboard Operator/Receptionist	18.14
01531 - Travel Clerk I	22.65
01532 - Travel Clerk II	24.70
01533 - Travel Clerk III	26.66
01611 - Word Processor I	18.97
01612 - Word Processor II	21.29
01613 - Word Processor III	23.81
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	28.60
05010 - Automotive Electrician	27.46
05040 - Automotive Glass Installer	25.87
05070 - Automotive Worker	25.87
05110 - Mobile Equipment Servicer	22.24
05130 - Motor Equipment Metal Mechanic	28.91
05160 - Motor Equipment Metal Worker	25.87
05190 - Motor Vehicle Mechanic	28.91
05220 - Motor Vehicle Mechanic Helper	20.35
05250 - Motor Vehicle Upholstery Worker	24.14
05280 - Motor Vehicle Wrecker	25.87
05310 - Painter, Automotive	27.46
05340 - Radiator Repair Specialist	25.87
05370 - Tire Repairer	19.20
05400 - Transmission Repair Specialist	28.91
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.68
07041 - Cook I	20.22
07042 - Cook II	23.51
07070 - Dishwasher	16.96***
07130 - Food Service Worker	17.01***
07210 - Meat Cutter	21.58
07260 - Waiter/Waitress	17.08***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	26.83
09040 - Furniture Handler	14.06***
09080 - Furniture Refinisher	22.55
09090 - Furniture Refinisher Helper	16.71***
09110 - Furniture Repairer, Minor	19.82
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	16.85***
11060 - Elevator Operator	17.46
11090 - Gardener	24.79
11122 - Housekeeping Aide	17.74
11150 - Janitor	17.74
11210 - Laborer, Grounds Maintenance	18.88
11240 - Maid or Houseman	16.96***

11260 - Pruner	18.02
11270 - Tractor Operator	22.69
11330 - Trail Maintenance Worker	18.88
11360 - Window Cleaner	18.59
12000 - Health Occupations	
12010 - Ambulance Driver	24.09
12011 - Breath Alcohol Technician	28.19
12012 - Certified Occupational Therapist Assistant	38.30
12015 - Certified Physical Therapist Assistant	36.32
12020 - Dental Assistant	23.78
12025 - Dental Hygienist	51.13
12030 - EKG Technician	41.73
12035 - Electroneurodiagnostic Technologist	41.73
12040 - Emergency Medical Technician	24.09
12071 - Licensed Practical Nurse I	25.20
12072 - Licensed Practical Nurse II	28.19
12073 - Licensed Practical Nurse III	31.44
12100 - Medical Assistant	22.39
12130 - Medical Laboratory Technician	31.94
12160 - Medical Record Clerk	25.58
12190 - Medical Record Technician	28.61
12195 - Medical Transcriptionist	20.72
12210 - Nuclear Medicine Technologist	46.61
12221 - Nursing Assistant I	14.54***
12222 - Nursing Assistant II	16.35***
12223 - Nursing Assistant III	17.84
12224 - Nursing Assistant IV	20.04
12235 - Optical Dispenser	26.69
12236 - Optical Technician	23.50
12250 - Pharmacy Technician	21.46
12280 - Phlebotomist	22.95
12305 - Radiologic Technologist	40.40
12311 - Registered Nurse I	31.84
12312 - Registered Nurse II	38.95
12313 - Registered Nurse II, Specialist	38.95
12314 - Registered Nurse III	47.12
12315 - Registered Nurse III, Anesthetist	47.12
12316 - Registered Nurse IV	56.48
12317 - Scheduler (Drug and Alcohol Testing)	34.93
12320 - Substance Abuse Treatment Counselor	29.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.30
13012 - Exhibits Specialist II	30.10
13013 - Exhibits Specialist III	36.82
13041 - Illustrator I	24.49
13042 - Illustrator II	30.33
13043 - Illustrator III	37.10
13047 - Librarian	42.46
13050 - Library Aide/Clerk	19.29
13054 - Library Information Technology Systems	38.33

Administrator
13058 - Library Technician 24.01
13061 - Media Specialist I 27.67
13062 - Media Specialist II 30.94
13063 - Media Specialist III 34.50
13071 - Photographer I 22.33
13072 - Photographer II 25.16
13073 - Photographer III 31.50
13074 - Photographer IV 38.14
13075 - Photographer V 45.78
13090 - Technical Order Library Clerk 24.23
13110 - Video Teleconference Technician 30.84
14000 - Information Technology Occupations
14041 - Computer Operator I 27.25
14042 - Computer Operator II 30.48
14043 - Computer Operator III 33.99
14044 - Computer Operator IV 37.76
14045 - Computer Operator V 41.82
14071 - Computer Programmer I (see 1)
14072 - Computer Programmer II (see 1)
14073 - Computer Programmer III (see 1)
14074 - Computer Programmer IV (see 1)
14101 - Computer Systems Analyst I (see 1)
14102 - Computer Systems Analyst II (see 1)
14103 - Computer Systems Analyst III (see 1)
14150 - Peripheral Equipment Operator 27.25
14160 - Personal Computer Support Technician 37.76
14170 - System Support Specialist 41.82
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated) 40.86
15020 - Aircrew Training Devices Instructor (Rated) 49.42
15030 - Air Crew Training Devices Instructor (Pilot) 59.24
15050 - Computer Based Training Specialist / Instructor 40.86
15060 - Educational Technologist 46.24
15070 - Flight Instructor (Pilot) 59.24
15080 - Graphic Artist 38.51
15085 - Maintenance Test Pilot, Fixed, Jet/Prop 59.24
15086 - Maintenance Test Pilot, Rotary Wing 59.24
15088 - Non-Maintenance Test/Co-Pilot 59.24
15090 - Technical Instructor 32.56
15095 - Technical Instructor/Course Developer 39.83
15110 - Test Proctor 26.28
15120 - Tutor 26.28
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler 19.59
16030 - Counter Attendant 19.59
16040 - Dry Cleaner 22.40
16070 - Finisher, Flatwork, Machine 19.59
16090 - Presser, Hand 19.59
16110 - Presser, Machine, Drycleaning 19.59

16130 - Presser, Machine, Shirts 19.59
16160 - Presser, Machine, Wearing Apparel, Laundry 19.59
16190 - Sewing Machine Operator 23.34
16220 - Tailor 24.28
16250 - Washer, Machine 20.53
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 31.46
19040 - Tool And Die Maker 38.21
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 23.78
21030 - Material Coordinator 26.81
21040 - Material Expediter 26.81
21050 - Material Handling Laborer 18.44
21071 - Order Filler 17.70
21080 - Production Line Worker (Food Processing) 23.78
21110 - Shipping Packer 19.99
21130 - Shipping/Receiving Clerk 19.99
21140 - Store Worker I 18.66
21150 - Stock Clerk 22.41
21210 - Tools And Parts Attendant 23.78
21410 - Warehouse Specialist 23.78
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 45.12
23019 - Aircraft Logs and Records Technician 35.77
23021 - Aircraft Mechanic I 42.85
23022 - Aircraft Mechanic II 45.12
23023 - Aircraft Mechanic III 47.32
23040 - Aircraft Mechanic Helper 30.16
23050 - Aircraft, Painter 40.69
23060 - Aircraft Servicer 35.77
23070 - Aircraft Survival Flight Equipment Technician 40.69
23080 - Aircraft Worker 38.32
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I 38.32
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II 42.85
23110 - Appliance Mechanic 25.28
23120 - Bicycle Repairer 19.30
23125 - Cable Splicer 40.48
23130 - Carpenter, Maintenance 28.16
23140 - Carpet Layer 22.54
23160 - Electrician, Maintenance 33.41
23181 - Electronics Technician Maintenance I 35.18
23182 - Electronics Technician Maintenance II 37.35
23183 - Electronics Technician Maintenance III 39.32
23260 - Fabric Worker 27.66
23290 - Fire Alarm System Mechanic 29.84
23310 - Fire Extinguisher Repairer 25.49
23311 - Fuel Distribution System Mechanic 37.07
23312 - Fuel Distribution System Operator 28.53

23370 - General Maintenance Worker	24.26
23380 - Ground Support Equipment Mechanic	42.85
23381 - Ground Support Equipment Servicer	35.77
23382 - Ground Support Equipment Worker	38.32
23391 - Gunsmith I	25.49
23392 - Gunsmith II	29.64
23393 - Gunsmith III	33.13
23410 - Heating, Ventilation And Air-Conditioning Mechanic	31.79
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	33.49
23430 - Heavy Equipment Mechanic	30.95
23440 - Heavy Equipment Operator	28.45
23460 - Instrument Mechanic	35.15
23465 - Laboratory/Shelter Mechanic	31.46
23470 - Laborer	18.44
23510 - Locksmith	32.72
23530 - Machinery Maintenance Mechanic	31.20
23550 - Machinist, Maintenance	31.20
23580 - Maintenance Trades Helper	18.43
23591 - Metrology Technician I	35.15
23592 - Metrology Technician II	37.03
23593 - Metrology Technician III	38.83
23640 - Millwright	29.89
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	23.35
23790 - Pipefitter, Maintenance	33.08
23810 - Plumber, Maintenance	31.42
23820 - Pneudraulic Systems Mechanic	33.13
23850 - Rigger	34.16
23870 - Scale Mechanic	29.64
23890 - Sheet-Metal Worker, Maintenance	30.59
23910 - Small Engine Mechanic	23.01
23931 - Telecommunications Mechanic I	37.06
23932 - Telecommunications Mechanic II	39.03
23950 - Telephone Lineman	43.07
23960 - Welder, Combination, Maintenance	28.60
23965 - Well Driller	29.56
23970 - Woodcraft Worker	33.13
23980 - Woodworker	25.49
24000 - Personal Needs Occupations	
24550 - Case Manager	21.35
24570 - Child Care Attendant	17.20
24580 - Child Care Center Clerk	21.46
24610 - Chore Aide	16.90***
24620 - Family Readiness And Support Services Coordinator	21.35
24630 - Homemaker	21.35
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	40.12

25040 - Sewage Plant Operator	29.55
25070 - Stationary Engineer	40.12
25190 - Ventilation Equipment Tender	28.25
25210 - Water Treatment Plant Operator	29.55
27000 - Protective Service Occupations	
27004 - Alarm Monitor	27.39
27007 - Baggage Inspector	19.39
27008 - Corrections Officer	31.85
27010 - Court Security Officer	30.66
27030 - Detection Dog Handler	21.69
27040 - Detention Officer	31.85
27070 - Firefighter	31.96
27101 - Guard I	19.39
27102 - Guard II	21.69
27131 - Police Officer I	33.39
27132 - Police Officer II	37.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	20.27
28042 - Carnival Equipment Repairer	22.16
28043 - Carnival Worker	15.65***
28210 - Gate Attendant/Gate Tender	21.04
28310 - Lifeguard	15.38***
28350 - Park Attendant (Aide)	23.53
28510 - Recreation Aide/Health Facility Attendant	17.18***
28515 - Recreation Specialist	29.16
28630 - Sports Official	18.75
28690 - Swimming Pool Operator	25.76
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	35.06
29020 - Hatch Tender	35.06
29030 - Line Handler	35.06
29041 - Stevedore I	32.73
29042 - Stevedore II	37.23
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	51.58
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	35.56
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	39.17
30021 - Archeological Technician I	22.95
30022 - Archeological Technician II	25.67
30023 - Archeological Technician III	31.79
30030 - Cartographic Technician	31.79
30040 - Civil Engineering Technician	37.80
30051 - Cryogenic Technician I	35.21
30052 - Cryogenic Technician II	38.90
30061 - Drafter/CAD Operator I	22.95
30062 - Drafter/CAD Operator II	25.67
30063 - Drafter/CAD Operator III	28.61
30064 - Drafter/CAD Operator IV	35.21
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72

30083 - Engineering Technician III		28.79
30084 - Engineering Technician IV		35.64
30085 - Engineering Technician V		43.61
30086 - Engineering Technician VI		52.76
30090 - Environmental Technician		31.79
30095 - Evidence Control Specialist		31.79
30210 - Laboratory Technician		28.21
30221 - Latent Fingerprint Technician I		37.63
30222 - Latent Fingerprint Technician II		41.56
30240 - Mathematical Technician		38.51
30361 - Paralegal/Legal Assistant I		25.58
30362 - Paralegal/Legal Assistant II		31.69
30363 - Paralegal/Legal Assistant III		38.77
30364 - Paralegal/Legal Assistant IV		46.90
30375 - Petroleum Supply Specialist		38.90
30390 - Photo-Optics Technician		31.79
30395 - Radiation Control Technician		38.90
30461 - Technical Writer I		31.47
30462 - Technical Writer II		38.50
30463 - Technical Writer III		46.57
30491 - Unexploded Ordnance (UXO) Technician I		32.78
30492 - Unexploded Ordnance (UXO) Technician II		39.66
30493 - Unexploded Ordnance (UXO) Technician III		47.53
30494 - Unexploded (UXO) Safety Escort		32.78
30495 - Unexploded (UXO) Sweep Personnel		32.78
30501 - Weather Forecaster I		35.21
30502 - Weather Forecaster II		42.82
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	28.61
30621 - Weather Observer, Senior	(see 2)	31.79
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		39.66
31020 - Bus Aide		18.33
31030 - Bus Driver		26.31
31043 - Driver Courier		20.84
31260 - Parking and Lot Attendant		16.85***
31290 - Shuttle Bus Driver		19.93
31310 - Taxi Driver		17.71
31361 - Truckdriver, Light		22.77
31362 - Truckdriver, Medium		24.71
31363 - Truckdriver, Heavy		27.88
31364 - Truckdriver, Tractor-Trailer		27.88
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		19.33
99030 - Cashier		15.83***
99050 - Desk Clerk		16.90***
99095 - Embalmer		34.10
99130 - Flight Follower		32.78
99251 - Laboratory Animal Caretaker I		18.47
99252 - Laboratory Animal Caretaker II		20.18

99260 - Marketing Analyst	38.33
99310 - Mortician	34.10
99410 - Pest Controller	21.91
99510 - Photofinishing Worker	22.57
99710 - Recycling Laborer	22.98
99711 - Recycling Specialist	28.16
99730 - Refuse Collector	20.95
99810 - Sales Clerk	16.89***
99820 - School Crossing Guard	18.75
99830 - Survey Party Chief	31.00
99831 - Surveying Aide	19.26
99832 - Surveying Technician	29.45
99840 - Vending Machine Attendant	17.03***
99841 - Vending Machine Repairer	21.64
99842 - Vending Machine Repairer Helper	17.03***

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20 per hour) or 13658 ($12.90 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.36 per hour, up to 40 hours per week, or $214.40 per week or $929.07 per month

HEALTH & WELFARE EO 13706: $4.93 per hour, up to 40 hours per week, or $197.20 per week, or $854.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any

paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least $27.63 per hour (or at least $684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage

determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt

employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not

apply to any exempt computer employee regardless of which of these two exemptions is

utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like;

minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials

are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of ""wash and wear"" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms

of the Government contract, by the contractor, by law, or by the nature of the work,

there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR

4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor

prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act

and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are

included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See

29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF FINANCIAL OFFICER

DOING BUSINESS WITH INTEGRITY

Introduction

You are receiving this because you are a contractor or a vendor who does repeated business with the Office of the Chief Financial Officer (OCFO), Government of the District of Columbia, or you are an organization or individual outside the OCFO with whom we frequently interact.

Our purpose is to advise you of the high expectation of integrity that we strive to bring to bear in all of our business relationships.

Environment of Trust

The Office of the Chief Financial Officer is committed to maintaining working relationships that are founded on fair and honest exchanges in all of our business interactions. Our employees are held to high standards of ethical behavior in the conduct of their official business.

We want to share these expectations of ethical business practices with you to ensure that our business relationships are conducted with the highest level of honesty and integrity.

OCFO Code of Conduct for Employees

The OCFO Code of Conduct imparts three fundamental values for employees:

- Employees should conduct themselves in such a manner as to maintain and enhance the integrity and professional reputation of the OCFO organization
- Employees should not use their position to secure unwarranted privileges, awards, or exemptions for themselves or others
- Employees should avoid real or perceived conflicts of interest between the employee's private interest and the employee's official duties.

For your reference, the OCFO Code of Conduct can be accessed electronically at www.cfo.dc.gov. Go to Information, click on Integrity and Oversight, then click on Integrity Documents to reach the Code of Conduct.

Confidentiality of Financial and Other Information

We expect our employees to maintain absolute confidentiality concerning all information that they obtain, observe, or create relating to the financial affairs of those we do business with. We vigorously investigate any compromise of confidentiality by employees or any attempts to improperly obtain such information by private parties or businesses.

Bribery and Conflict of Interest

In addition to our standards of conduct, there are certain criminal statutes in the federal criminal code relating to bribery and conflict of interest that apply not only to employees of the federal government, but also to employees of the District of Columbia.

- The offer of anything of value in expectation of specific performance by a government employee is a crime, and even the appearance of such activity should be avoided.

- Employees may not accept anything of value (other than their government salaries) for the performance of their duties. This is outlined below under Gratuities and Other Gift Rules.

- Our employees are required to report all offers of bribes and gratuities to us, and we ensure that these matters are investigated and addressed. Likewise, we encourage anyone who believes they may have been solicited for a bribe or gratuity by an OCFO employee to report the matter immediately, as indicated at the end of this document.

- We also expect our employees to avoid conflicts of interest or the appearance of conflicts of interest. A particularly sensitive issue for government employees is the offer of employment with a company doing business with the OCFO. At any point when a government employee is considering employment with a private company that has a business relationship with the government, that employee must discontinue work on any assignment involving that company or face the very real possibility of violating conflict of interest statutes. This could also jeopardize the company's eligibility to be awarded government contracts.

- Employees are also expressly forbidden from performing official duties in situations involving friends, relatives or persons or businesses with whom they, or their family members, have a financial relationship. At any point where such a relationship is discovered or develops, the employee must discontinue their involvement in the official matter. For the employee and the business entity to continue to conduct official business after such a conflict is evident, would be inappropriate and possibly illegal.

Gratuities

It is always gratifying to hear that our staff has provided exemplary service to those with whom we do business. Sometimes, however, the expression of appreciation is made in a form that is inappropriate for government employees to accept.

OCFO employees are prohibited by law from accepting money or other things of value as an appreciation for a job well done. Sometimes even the mere offer of something of value may violate bribery and gratuity statutes. A more appropriate expression of gratitude for the service rendered is a letter to the employee's supervisor. If you don't know who that is, you may simply send your letter to the Office of the Chief Financial Officer, and it will be routed to the proper official.

Other Gift Rules

Gifts of food and/or beverages, even during holiday seasons and other celebratory occasions, are not acceptable if the giver has a business relationship of any kind with the D.C. Government. Such offers, while well-intentioned, tend to give the impression of a special relationship between the giver and the government employee.

This rule does not apply to the offer and acceptance of an insignificant item, such as a soft drink, coffee, donuts and other modest items of food and refreshments when not offered as part of a meal. Additional information on gift rules and exceptions is contained in OCFO Code of Conduct, which can be accessed electronically at www.cfo.dc.gov. Go to Information, click on Integrity and Oversight, then click on Integrity Documents to reach the Code of Conduct.

Compliance with Contracting Rules and Regulations

Ensuring compliance with the provisions of contracts is an important expectation of government employees. Even so, we have seen examples where the rules were not followed, usually based on the "need to get the job done." Such behavior puts both the government employee and the contractor in jeopardy.

If modifications to existing contracts are necessary, they should be formally pursued in accordance with OCFO contracting rules and regulations. No work outside the specifications of a contract should be performed without an approved contract modification. Performing work outside of contract specifications or beyond authorized funding, could result in a default for the contractor and denial of payment for such work. In the more extreme cases, failure to comply with contracting regulations could be considered fraud and may be investigated as a criminal violation.

Reporting Misconduct, Fraud, Waste and Abuse

The OCFO has a zero tolerance policy for fraud and misconduct involving its employees and programs. Similarly, we do not tolerate attempts to corrupt our employees.

The Office of Integrity and Oversight is an independent entity of the OCFO with responsibility for protecting the integrity of the OCFO and preventing fraud and other misconduct in OCFO programs. OIO conducts investigations of alleged employee misconduct and works closely with federal and District law enforcement agencies in investigating criminal offenses affecting the integrity of the OCFO.

We all want the government's business to be conducted fairly, impartially, and with the highest degree of integrity. The best way to ensure this is to report any indication that illegal acts or administrative misconduct may have occurred. Here is how you can report such matters, by telephone, in person, mail, or electronically:

OCFO Office of Integrity and Oversight

1100 4th Street, S.W.; Suite 750-E
Washington, DC 20024
(202) 442-6433

In addition to receiving your report, investigators are available to discuss any questions or concerns you may have about the matter. Reporting can also be done electronically at the OCFO website: www.cfo.dc.gov. Under Information, click on the Integrity and Oversight link, and then click on Reporting Incidents and Concerns.

OCFO Confidential Hotline

In order to address any concern about reporting anonymously, the OCFO has contracted with an independent, third-party organization that provides a confidential hotline service. This hotline is available for reporting allegations of OCFO employee misconduct, and fraud, waste and abuse involving OCFO programs.

Reports can be made by telephone to this toll-free hotline, which is staffed 24 hours a day, at 1-877-252-8805, or it can be accessed at www.ocfo.ethicspoint.com.

District of Columbia Office of the Inspector General

Reports of fraud, waste and abuse may be reported to the Office of the Inspector General by telephone at 1-800-521-1639, or electronically at www.oig.dc.gov.

This document was prepared by the Office of Integrity and Oversight, Office of the Chief Financial Officer (Revised May 2010)