

**AMENDMENTS TO INTEGRATED ILOTTERY SYSTEM RFP
RFP NUMBER: RFP01128**

Section	Amended Language
Attachment One, Part Two Work and Contract Administration	Any default by the Contractor or one of its subcontractors will be considered treated as a default by the Contractor. and all of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and must indemnify the Lottery for any liability to them. Notwithstanding the foregoing, each subcontractor must hold the Lottery harmless for any damage caused to them from a suspension or termination. They must look solely to the Contractor for any compensation to which they may be entitled.
Section 5.1.7.1.6(A)	Player Data. The System must support a player database, central to iLottery management functions. Database elements must include, but are not limited to, player ID, name and address, telephone number, e-mail address, bank account information required for EFT transactions, credit and debit card information, status and history, W-2G(s), Federal and State tax Lottery reporting information, intercept information for Child Support and State Debt, account status, and any outstanding debts. Any changes to player data must be logged in the System with associated details such as date, timestamp, Portal type being accessed, and logging the user making changes (e.g. Lottery employee identifier or player-initiated change).
Attachment One: General Terms and Conditions Bonds	Performance Bond/Proposal Guarantee. Contractors must provide a Performance Bond. The amount of the performance bond must be \$2,500,000.00 for the Primary Contractor and \$500,000.00 for Secondary Contractors. Bonds must remain in place through the term of the Contract and may be renewed or continued annually with the approval of the State. Offerors must enclose a letter of commitment from a bonding company for the performance bond with its Proposal. A standard bond form, from any company authorized to do business within the state of Ohio, is acceptable. The bond will be made payable to the Treasurer, State of Ohio, referencing the applicable CSP number. The performance bond must be submitted to the Office of Procurement Services, State of Ohio within five business days of receipt of a purchase order from the agency.
Attachment One, Part Four: Representations, Warranties and Liabilities	Limitation of Liability. Neither party will be liable for any indirect, incidental, or consequential loss or damage of the other party, including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages. Additionally, neither party will be liable to the other for direct or other damages in excess of two times the Not to Exceed Fixed price of this Contract. The limitations in this paragraph do not apply to: (i) any obligation of the Contractor to indemnify the Lottery against claims made against it; or (ii) disclosure of personally identifiable information or other Lottery Sensitive Information by the Contractor caused by the Contractor's negligence or other tortious conduct.
Section 6 – Glossary of Terms	Added definition of Services. The definition of Services is the furnishing of labor, time, or effort by a person, not involving the delivery of a specific end product other than a report which, if provided, is merely incidental to the required performance. "Services"

	does not include services furnished pursuant to employment agreements or collective bargaining agreements.
Section 6 – Glossary of Terms	Update definition of Tax Withholdings - Federal and State Lottery Tax Withholding
Attachment Two: Mandatory Proposal Requirements Chart	Added Section 5.1.7.2.2 to Player Banking Services Added Section 5. 5.1.10.3.3 to Retailer Support
Attachment Fifteen: Cost Proposal	Replace Current Attachment with Attachment below

Attachment Fifteen: Cost Proposal

1. Base System Pricing

Offerors are required to quote the Baseline pricing as a percentage of Gross Gaming Revenue (Centralized Games) and Gross Sales (Decentralized Games) through the iLottery System over the entire Contract base period.

FISCAL YEAR (FY) JULY 1 TO JUNE 30	CENTRALIZED ILOTTERY GAMES PRICING AS A PERCENT OF GROSS GAMING REVENUE
FY 2020	
FY 2021	
FY 2022	
FY 2023	
FY 2024	
FY 2025	
FY 2026	
FY 2027	
FY 2028	
FY 2029	

FISCAL YEAR (FY) JULY 1 TO JUNE 30	DENTRALIZED ILOTTERY GAMES PRICING AS A PERCENT OF GROSS SALES
FY 2020	
FY 2021	
FY 2022	
FY 2023	
FY 2024	
FY 2025	
FY 2026	
FY 2027	
FY 2028	
FY 2029	

2. Offered Options

Offerors must attach sheets for any Offeror-offered Optional items. Clearly identify the items offered and the terms under which they are offered. Offerors are not required to submit any Offered Options.

Response Note: TBD pricing is permitted for Offered Options but will not be interpreted as No Charge.