

## REQUEST FOR PROPOSALS

RFP NUMBER: 0A1135

DATE ISSUED: August 29, 2014

The State of Ohio, through the Department of Administrative Services, Enterprise Information Technology Contracting, for the Ohio Broadcast Educational Media Commission (BEMC) is requesting proposals for:

**BEMC NOC Modernization**

INQUIRY PERIOD BEGINS: August 29, 2014

INQUIRY PERIOD ENDS: September 26, 2014

OPENING DATE: October 17, 2014

OPENING TIME: 1:00 p.m.

OPENING LOCATION: Department of Administrative Services  
Bid Room  
4200 Surface Road  
Columbus, Ohio 43228

MANDATORY PRE-PROPOSAL CONFERENCE DATE: September 22, 2014

Attendance at the Pre-Proposal Conference is a MANDATORY prerequisite to submitting a Proposal.

This RFP consists of five parts and 11 attachments, totaling 99 consecutively numbered pages.

Supplements may also be attached to this RFP. Verify that you have a complete copy.

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## 1. Executive Summary

### 1.1. Purpose.

This is a Request for Competitive Sealed Proposals (“RFP”) under Sections 125.071 and 125.18 of the Ohio Revised Code (the “Revised Code”) and Section 123:5-1-8 of the Ohio Administrative Code (the “Administrative Code”). The Ohio Broadcast Educational Media Commission (BEMC) has asked the Department of Administrative Services to solicit competitive sealed proposals (“Proposals”) for the modernization of its technical facilities on North Star Road in Columbus, Ohio, the BEMC NOC Modernization (the “Project”), and this RFP is the result of that request.

If a suitable offer is made in response to this RFP, the State of Ohio (the “State”), through the Department of Administrative Services, may enter into a contract (the “Contract”) to have the selected offeror (the “Contractor”) perform all or part of the Project. This RFP provides details on what is required to submit a Proposal for the Project, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the work.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the work. While these dates are subject to change, prospective offerors must be prepared to meet them as they currently stand.

Once awarded, the term of the Contract will be from the award date until the Project is completed to the satisfaction of the State and the Contractor is paid or June 30, 2016, whichever is sooner. The State may renew this Contract for up to five (5) additional one-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of Ohio Broadcast Educational Media Commission (BEMC).

**The State may reject any Proposal if the offeror fails to meet a deadline in the submission or evaluation phases of the selection process or objects to the dates for performance of the Project or the terms and conditions in this RFP.**

### 1.2. Background.

The Ohio Broadcast Educational Media Commission (BEMC) was created (per Ohio Revised Code 3353.02.) to advance education and accelerate the learning of the citizens of this state through public educational broadcasting services. The commission provides leadership and support in extending the knowledge of the citizens of this state by promoting access to and use of educational broadcasting services, including educational television and radio and radio reading services. The commission also administers programs to provide financial and other assistance to educational television and radio and radio reading services. The commission is a body corporate and politic, an agency of the state performing essential governmental functions of the state.

BEMC is charged, in part, with providing assistance to the public television stations in Ohio. A predecessor to BEMC was eTech Ohio Commission. As part of its mission BEMC maintains a very close relationship to the public television stations, collectively known as OETS (Ohio Educational Television Stations). The stations involved include:

1. WPTD - Think TV (Dayton),
2. WVIZ - ideastream® (Cleveland),
3. WOSU (Columbus),
4. WOUB (Athens),
5. WGTE (Toledo),
6. WBGU (Bowling Green),
7. WCET (Cincinnati), and
8. WNEO - Western Reserve Public Media (Kent).

Additionally, in the context of this RFP, it is important that Ohio Government Television (OGT), also known as The Ohio Channel, is included in the modernization of playout facilities, though not in production or post production processes.

BEMC is a collaborator with and supplier of services jointly to all of these stations.

BEMC receives some services through the Ohio Academic Resources Network (OARnet). OARnet is a member of the Ohio Technology Consortium a division of the Ohio Board of Regents. OARnet serves Ohio's education, health care, public broadcasting and government communities with centralized technology, hardware, software, and network services, including a fiber-optic backbone. Currently, the OARnet network consists of more than 1,850 miles of fiber-optic backbone. The network blankets the state, providing connectivity to Ohio's colleges and universities, K-12 schools, public broadcasting stations, academic medical centers, and state, federal and partnering research organizations.

The BEMC technical facilities, serving as the Network Operations Center (NOC), are located at North Star Road in Columbus, Ohio, near the Ohio State University Campus. The modernization is intended to support the latest in broadcast technology and provide a platform for delivery of new services using IT networks and other platforms through the stations to their consumers. The modernization will enhance the playout capability of the North Star Road NOC, including the ability to centralize playout for any portion of the 41 continuous stream originated by the Ohio Educational Television Stations, Ohio Government Television, and BEMC today.

The North Star Road NOC includes connection to an existing statewide interconnection system at gigabit/second data transfer rate bandwidth (operated by OARnet on behalf of OETS, OGT and BEMC) to provide content sharing services to the stations. Services provided include real time playback of content, recording and archiving of content originating from PBS and other distributors, and facilitation of the sharing of content among all of the OETS stations (as files and streams). The systems at the North Star Road NOC have begun to age and this project centers around modernizing the facility and providing enhancements which will allow it to provide cutting edge, highly relevant services well into the future.

### **1.3. Objectives.**

The State has the following objectives that it wants this Project to fulfill, and it will be the Contractor's obligation to ensure that the Project meets these objectives:

The installation of a complete, end-to-end system, capable of achieving the normal operations of station air playback, acquisition and storage of media, preparation for air, and remote monitoring of all station facilities.

The new systems installed at both the BEMC facilities (North Star Road NOC) and at the Ohio Educational Television Stations (OETS) must at a minimum provide playout services that supply all of the content currently received by the stations. Additionally, the modernized facility must make it possible for any single stream, or all 41 supported streams across all stations, to be delivered from the North Star Road NOC in a centralized operations topology.

BEMC expects the majority of streams to operate in a centralized operation (including remote monitoring from North Star Road NOC of each station's air operation sampled at the station end), although it is possible that a portion of the streams will continue traffic operations and automation on local servers at the stations combined with some feeds delivered from the North Star Road NOC to the stations over the OARnet private 'WAN'. Any and all content originated from the North Star Road NOC will play out from the platform offerors are required to supply.

The BEMC NOC Modernization project is fully funded. The successful offeror must complete and deliver the project within twelve (12) months of receipt of a Purchase Order or other document that permits the Contractor to begin actual work.

#### 1.4. Overview of the Work's Scope.

The scope of work for the Project is provided in Attachment Two: Part One of this RFP. This section only gives a summary of that work. If there is any inconsistency between this summary and the attachment's description of the work, the attachment will govern.

The Contractor is responsible for satisfying all requirements detailed in this RFP and supplemental attachments. Offerors are asked to submit responses based on their methodology and experience, but the State of Ohio requires key areas to be covered in the response.

Key work responsibilities include, but may not be limited to:

- Delivery of a completely operational solution that meets all requirements of the RFP;
- Development of plans for the project that consist of any necessary analysis and design; development; testing; training; implementation; on-going operational support; and transition activities.
- These plans combined should include organizational, procedural, high level and detailed activities/tasks, timeframes, resources, priorities, risks, risk mitigation strategies, issues and other related information required to successfully complete the solution;
- Identification of methodologies, tools, techniques, resources and other components required for successful implementation, and for the ongoing operational support.

#### 1.5. Calendar of Events.

The schedule for the RFP process and Project is given below. The State may change this schedule at anytime. If the State changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Website's question and answer area for this RFP. The Website announcement will be followed by an amendment to this RFP, also available through the State Procurement Website. After the Proposal due date and before the award of the Contract, the State will make schedule changes through the RFP amendment process. Additionally, the State will make changes in the Project schedule after the Contract award through the change order provisions in the General Terms and Conditions Attachment to this RFP. It is each prospective offeror's responsibility to check the Website question and answer area for this RFP for current information regarding this RFP and its Calendar of Events through award of the Contract.

Key dates pertaining to Proposal submissions and mandatory participation for qualified offerors are shown in below:

<b>Event</b>	<b>Date</b>
<b>Firm Dates</b>	
RFP Issued	August 29, 2014
Inquiry Period Begins	August 29, 2014
Mandatory Pre-Proposal Conference Date	September 22, 2014 at 9:30 AM.
Inquiry Period Ends	September 26, 2014 at 8:00 a.m.
Proposal Due Date (Technical and Cost Responses Due at 1:00 p.m.)	October 17, 2014 at 1:00 p.m.
<b>Estimated Dates</b>	
Contract Award Date	November 19, 2014
Project Work Begins Per Contract Award	December 2, 2014

There are references in this RFP to the Proposal due date. Unless it is clearly provided to the contrary in this RFP, any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due and not just the date.

## 2. RFP Structure

### 2.1. Organization.

This RFP is organized into five parts and has eleven attachments. The parts and attachments are listed below. There may also be one or more supplements to this RFP listed below.

### 2.2. Parts.

- Part 1 Executive Summary
- Part 2 Structure of this RFP
- Part 3 General Instructions
- Part 4 Evaluation of Proposals
- Part 5 Award of the Contract

### 2.3. Attachments.

- Attachment One Evaluation Criteria
- Attachment Two Project Requirements and Special Provisions
- Attachment Three Requirements for Proposals
- Attachment Four General Terms and Conditions
- Attachment Five Sample Contract
- Attachment Six Sample Deliverable/Milestone Submittal Form
- Attachment Seven Offeror Certification Form
- Attachment Eight Offeror Profile Summary
- Attachment Nine Personnel Profile Summary
- Attachment Ten Standard Affirmation and Disclosure Form
- Attachment Eleven Cost Summary

### 2.4. Supplements.

- Supplement One System Solution Requirements
- Supplement Two OETS Rack Space – Remote Monitoring Package
- Supplement Three PBS Non-Real Time Terminal Description
- Supplement Four Myers ProTrack™ Hub Description
- Supplement Five BEMC North Star Road Facility Floor Plan
- Supplement Six BEMC NOC and Station Monitoring Conceptual Flow

### 3. General Instructions

The following sections provide details on how to get more information about this RFP and how to respond to it. All responses must be complete and in the prescribed format.

#### 3.1. Contacts.

The following person will represent the State during the RFP process:

Procurement Representative:

Maria L. Roberts  
IT Acquisition Analyst  
Ohio Department of Administrative Services  
Enterprise Information Technology Contracting  
30 East Broad Street  
Columbus, Ohio 43215

During the performance of the Project, a State representative (the "Project Representative") will represent the Ohio Broadcast Educational Media Commission (BEMC) and be the primary contact for the Project. The State will designate the Project Representative in writing after the Contract award.

#### 3.2. Inquiries.

Offerors may make inquiries regarding this RFP anytime during the inquiry period listed in the Calendar of Events. To make an inquiry, offerors must use the following process:

- Access the State Procurement Website at <http://procure.ohio.gov/>;
- From the Navigation Bar on the left, select "Find It Fast";
- Select "Doc/Bid/Schedule #" as the Type;
- Enter the RFP number found on the first page of this RFP (the RFP number begins with zero followed by the letter "A");
- Click the "Find It Fast" button;
- On the document information page, click the "Submit Inquiry" button;
- On the document inquiry page, complete the required "Personal Information" section by providing:
  - First and last name of the prospective offeror's representative who is responsible for the inquiry,
  - Name of the prospective offeror,
  - Representative's business phone number, and
  - Representative's email address;
- Type the inquiry in the space provided including:
  - A reference to the relevant part of this RFP,
  - The heading for the provision under question, and
  - The page number of the RFP where the provision can be found; and
- Click the "Submit" button.

An offeror submitting an inquiry will receive an immediate acknowledgement that the State has received the inquiry as well as an email acknowledging receipt. The offeror will not receive a personalized response to the question nor notification when the State has answered the question.

Offerors may view inquiries and responses on the State's Procurement Website by using the "Find It Fast" feature described above and by clicking the "View Q & A" button on the document information page.

The State usually responds to all inquiries within three business days of receipt, excluding weekends and State holidays. However, the State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

The State does not consider questions asked during the inquiry period through the inquiry process as exceptions to the terms and conditions of this RFP.

### **3.3. Pre-Proposal Conference.**

The State will hold a **MANDATORY** Pre-Proposal Conference on September 22, 2014 at 9:30 AM, at the Ohio Broadcast Educational Media Commission (BEMC) offices located at 2470 North Star Road, Columbus, OH 43221-3405. The purpose of this conference is to discuss the RFP and the Project with prospective offerors and to allow them to ask questions arising from their initial review of this RFP. The Pre-Proposal Conference will allow for visiting the technical facility, the current NOC, and give offerors an opportunity to understand the physical environment where the installation will take place. Time for questions will be provided. Representatives of BEMC and each OETS station will be present to answer questions about how the monitoring package will interface in their individual stations and where it will be mounted.

An offeror's participation in the pre-proposal conference is **MANDATORY** for the submission of a proposal from the offeror. Offerors must schedule their attendance for the pre-proposal conference through Procurement Representative Maria Roberts, via email (maria.roberts@oit.ohio.gov). Upon receipt of the offeror's request for registration for the conference, a confirmation along with directions to the BEMC facility will be sent to the offeror. An offeror's participation in the pre-proposal conference must be scheduled no later than September 19, 2014 by 12:00 p.m.

A prospective offeror must provide the names of all the offeror's visitors, including their title and company name, who will be attending the conference. The State may not issue building access to visitors whose names do not appear on the registration list and may not admit such visitors to the facility. Visitors must be prepared to show a driver's license or other government-issued photo ID to enter the facility.

At no time before or after the pre-proposal conference and site visit may offerors seek answers from State personnel, other than by using the Web-based inquiry process described in this RFP. The State will make every effort to address offeror questions during the pre-proposal conference. Prospective offerors must resubmit questions that the State takes under advisement during the pre-proposal conference by using the Web-based inquiry process described in this RFP. The State will provide a response to such questions in the question and answer section of the procurement opportunity detail page on the State's Procurement Website. Offeror's questions that arise before or after the pre-proposal conference must be addressed via the question and answer process detailed in this RFP.

Attendance at the Pre-Proposal Conference is a **MANDATORY** prerequisite to submitting a Proposal.

### **3.4. Amendments to the RFP.**

If the State revises this RFP before the Proposals are due, it will announce any amendments on the State Procurement Website.

Offerors may view amendments by using the "Find It Fast" function of the State's Procurement Webpage (described in the Inquiries Section above) and then clicking on the amendment number to display the amendment.

When an amendment to this RFP is necessary, the State may extend the Proposal due date through an announcement on the State Procurement Website. The State may issue amendment announcements anytime before 5:00 p.m. on the day before Proposals are due, and it is each prospective offeror's responsibility to check for announcements and other current information regarding this RFP.

After the Proposal due date, the State will distribute amendments only to those offerors whose Proposals are under active consideration. When the State amends the RFP after the due date for Proposals, the State will permit offerors to withdraw their Proposals within five business days after the amendment is issued. This withdrawal option will allow any offeror to remove its Proposal from active consideration should the offeror feel that the amendment changes the nature of the transaction so much that the offeror's Proposal is no longer in its interest. Alternatively, the State may allow offerors that have Proposals under active consideration to modify their Proposals in response to the amendment.

If the State allows offerors to modify their Proposals in response to an amendment, the State may limit the nature and scope of the modifications. Unless otherwise provided in the State's notice, offerors must make any modifications or withdrawals in writing and submit them to the State within five business days after the amendment is issued at the address and in the same manner required for the submission of the original Proposals. If this RFP provides for a negotiation phase, this submission procedure will not apply to changes negotiated during that phase. The State may reject any modification that is broader in scope than the State has authorized in the announcement of the amendment and treat it as a withdrawal of the offeror's Proposal.

### **3.5. Proposal Submittal.**

Each offeror must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date. The offeror must submit the technical section as a separate package from the cost section of its Proposal, and each section must be submitted in its own separate, opaque package. The package with the technical section of the Proposal must be sealed and contain one originally signed technical section and eleven (11) copies of the technical section, and the package with the cost section also must be sealed and contain two (2) complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either "BEMC NOC Modernization RFP – Technical Proposal" or "BEMC NOC Modernization RFP – Cost Summary," as appropriate.

Included in each sealed package (Technical Proposal and Cost Summary), the offeror also must provide an electronic copy of everything contained within the package on CD-ROM in Microsoft Office, Microsoft Project, and Adobe Acrobat format, as appropriate. If there is a discrepancy between the hard copy and the electronic copy of the Proposal, the hard copy will control, and the State will base its evaluation of the offeror's Proposal on the hard copy.

Proposals are due no later than 1:00 p.m. on the Proposal due date. Proposals submitted by email, fax or other electronic means are not acceptable, and the State may reject them. Offerors must submit their Proposals to:

Department of Administrative Services  
Office of Information Technology  
Attn: Bid Room  
4200 Surface Road  
Columbus, Ohio 43228

The State may reject any Proposals or unsolicited modifications it receives after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. Offerors also must allow for potential delays due to increased security. The Bid Room accepts packages between the hours of 7:30 A.M. to 5:00 P.M. Monday through Friday, excluding State Holidays. No deliveries will be accepted before or after these hours without prior arrangements. Offerors must allow sufficient time since the State may reject late Proposals regardless of the cause for the delay.

Each offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered or withdrawn, except as allowed by this RFP.

By submitting a Proposal, the offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. The State is not responsible for the accuracy of any information regarding this RFP that was gathered through a source other than the inquiry process described in the RFP.

Revised Code Section 9.24 prohibits the State from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery (a "Finding"), if the Finding is unresolved at the time of the award. This also applies to renewals of contracts. By submitting a Proposal, the offeror warrants that it is not subject to an unresolved Finding under Section 9.24 at the time of its submission. The offeror also warrants that it will notify the Department of Administrative Services in writing immediately upon becoming subject to such an unresolved Finding after submitting its Proposal and before the award of a Contract under this RFP. Should the State select the offeror's Proposal for award of a Contract, this warranty of immediate written notice will apply during the term of the Contract, including any renewals or extensions. Further, the State may treat any unresolved Finding against the Contractor that prevents a renewal of the Contract as a breach, in accordance with the provisions of Attachment Four, General Terms and Conditions.

The State may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP, includes unacceptable assumptions or conditions in its Proposal, fails to comply with the procedure for participating in the RFP process, or fails to meet any requirement of this RFP. The State also may reject any Proposal that it believes is not in its interest to accept and may decide not to award a contract to any or all of the offerors responding to this RFP.

Offerors may not prepare or modify their Proposals on State premises.

All Proposals and other material that offerors submit will become the property of the State and may be returned only at the State's option. Offerors should not include any confidential information in a Proposal or other material submitted as part of the evaluation process. All Proposals will be open to the public after the State has awarded the Contract.

The State will retain all Proposals, or a copy of them, as part of the Contract file for at least three years. After the three-year retention period, the State may return, destroy, or otherwise dispose of the Proposals and any copies of them.

### **3.6. Waiver of Defects.**

The State may waive any defects in any Proposal or in the submission process followed by an offeror, but the State will only do so if it believes that it is in the State's interests and will not cause any material unfairness to other offerors.

### **3.7. Multiple or Alternate Proposals.**

The State will accept multiple Proposals from a single offeror. Any offeror submitting multiple Proposals must meet the requirements contained in this RFP. The State will not accept any alternative solutions or options that do not meet the requirements of this RFP.

### **3.8. Changes to Proposals.**

The State will allow modifications or withdrawals of Proposals only if the State receives them before the Proposal due date. No modifications or withdrawals will be permitted after the due date, except as authorized by this RFP.

### **3.9. Proposal Instructions.**

Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in the applicable attachments to this RFP. The requirements for a Proposal's contents

and formatting are contained in the attachments to this RFP. The State wants clear and concise Proposals, but offerors must answer questions completely and meet all the RFP's requirements.

The State is not liable for any costs an offeror incurs in responding to this RFP or from participating in the evaluation process, regardless of whether the State awards the Contract through this process, decides not to go forward with the Project, cancels this RFP for any reason, or contracts for the Project through some other process or through another RFP.

### **3.10. Confidentiality of Data.**

Unless the State agrees otherwise in writing, the selected offeror and its subcontractors must do all work related to the Project and keep all State data at the location(s) disclosed in the offeror's Proposal. If Attachment Two contains any restrictions on where the work may be done or where any State data may be kept, the State may reject any Proposal that proposes to do any work or make State data available outside of those geographic restrictions.

## **4. Evaluation of Proposals**

### **4.1. Disclosure of Proposal Contents.**

The State will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, the State will seek to keep the contents of all Proposals confidential until the Contract is awarded. But the State will prepare a registry of Proposals that contains the name of each offeror. The public may inspect that registry after the State opens the Proposals.

### **4.2. Rejection of Proposals.**

The State may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, objects to the terms or conditions of this RFP, or that the State determines is excessive in price or otherwise not in the State's interest to accept. In addition, the State may cancel this RFP, reject all the Proposals, and seek to do the Work through a new RFP or other means.

### **4.3. Evaluation of Proposals.**

The evaluation process may consist of up to six distinct phases:

1. Initial review;
2. Technical evaluation;
3. Evaluation of costs;
4. Requests for more information;
5. Determination of responsibility; and
6. Contract Negotiations.

The State may decide whether phases four and six are necessary, and the State may rearrange the order in which it proceeds with the phases. The State also may add or remove sub-phases to any phase at any time, if the State believes doing so will improve the evaluation process.

### **4.4. Clarifications and Corrections.**

During the evaluation process, in the State's sole discretion, it may request clarifications from any offeror under active consideration and may give any offeror the opportunity to correct defects in its Proposal, if the State believes doing so would not result in an unfair advantage for the offeror, and it is in the State's interest. The State may reject any clarification that is non-responsive or broader in scope than what the State requested. If the State does so, or if the offeror fails to respond to the request for clarification, the State then may request a corrected clarification, consider the offeror's Proposal without the clarification, or disqualify the offeror's Proposal.

Corrections and clarifications must be completed off State premises.

### **4.5. Initial Review.**

The State will review all Proposals for their format and completeness. The State normally rejects incomplete or incorrectly formatted Proposals, though it may waive any defects or allow an offeror to submit a correction, if the State believes doing so would not result in an unfair advantage for the offeror and it is in the State's interest. Further, if the Auditor of State does not certify a Proposal due to lateness, the State will not open it. After the initial review, the State will forward all timely, complete, and properly formatted Proposals to an evaluation team, which the Procurement Representative will lead.

### **4.6. Technical Evaluation.**

The State will evaluate each Proposal that it has determined is timely, complete, and properly formatted. The evaluation will be scored according to the requirements and criteria identified in this RFP, including

the requirements in Attachment One. Other attachments to this RFP may further refine these requirements, and the State has a right to break these requirements into components and weight any components of a requirement according to their perceived importance.

The State also may have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with experience that relates to the work or to a criterion in the evaluation process. Additionally, the State may seek reviews from end users of the Project or the advice or evaluations of various State personnel that have subject matter expertise or an interest in the Project. The State may adopt or reject any recommendations it receives from such reviews and evaluations or give them such weight as the State believes is appropriate.

During the technical evaluation, the State will calculate a point total for each Proposal that it evaluates. At the sole discretion of the State, it may reject any Proposal receiving a significant number of zeros for sections in the technical portions of the evaluation. The State may select those offerors submitting the highest rated Proposals for the next phase. The number of Proposals that advance to the next phase will be within the State's discretion, but regardless of the number of Proposals selected, they always will be the highest rated Proposals from this phase.

At any time during this phase, in the State's sole discretion, it may ask an offeror to correct, revise, or clarify any portions of its Proposal.

The State will document all major decisions and make these a part of the Contract file, along with the evaluation results for each Proposal considered.

#### **4.7. Requirements.**

Attachment One provides requirements and criteria the State will use to evaluate the Proposals, including any mandatory requirements. If the offeror's Proposal meets all the mandatory requirements, the offeror's Proposal may be included in the next phase of the evaluation, which will consider other requirements and criteria described in a table in Attachment One.

In the case of any requirements for a team of people the offeror is proposing, the offeror must submit a team to do the work on the Project that collectively meets all the team requirements. However, the experience of multiple candidates may not be combined to meet a single requirement. Further, previous experience of the candidate submitted for a Project Manager position may not be used to meet any other team member requirements. Each candidate proposed for the Project team must meet at least one of the requirements.

This RFP asks for responses and submissions from offerors, most of which represent components of the requirements in Attachment One. While each requirement represents only a part of the total basis for a decision to award the Contract to an offeror, a failure by an offeror to make a required submission or meet a mandatory requirement normally will result in a rejection of that offeror's Proposal. The value assigned to each requirement is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that the State received. It is not a basis for determining the importance of meeting that requirement.

If the State does not receive any Proposal that meets all the mandatory requirements, the State may cancel this RFP. Alternatively, if the State believes it is in its interests, the State may continue to consider the highest-ranking Proposals despite their failure to meet all the mandatory requirements. In doing this, the State may consider one or more of the highest-ranking Proposals. The State may not consider any lower-ranking Proposals unless all Proposals ranked above it are also considered, except as provided below.

In any case where no Proposal meets all the mandatory requirements, it may be that an upper ranking Proposal contains a failure to meet a mandatory requirement that the State believes is critical to the success of the RFP's objectives. When this is so, the State may reject that Proposal and consider lower

ranking Proposals. Before doing so, the State may notify the offeror of the situation and allow the offeror an opportunity to cure its failure to meet that mandatory requirement.

If the offeror cures its failure to meet a mandatory requirement that the State has deemed critical to the success of the RFP's objectives, the State may continue to consider the offeror's Proposal. However, if the offeror is unwilling or unable to cure the failure, its Proposal may be rejected. The State then may continue to consider the other remaining Proposals, including, if the State so chooses, Proposals that ranked lower than the rejected Proposal.

#### **4.8. Cost Evaluation.**

Once the technical merits of the Proposals are considered, the State may consider the costs of one or more of the highest-ranking Proposals. It is within the State's discretion to wait until after any interviews, presentations, and demonstrations to evaluate costs. Also, before evaluating the technical merits of the Proposals, the State may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. Further, the State may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

The State may select one or more of the Proposals for further consideration in the next phase of the evaluation process based on the price performance formula contained in Attachment One. The Proposal(s) selected for consideration in the next phase always will be the highest-ranking Proposal(s) based on this analysis. That is, the State may not move a lower-ranking Proposal to the next phase unless all Proposals that rank above it also are moved to the next phase, excluding any Proposals that the State disqualifies because of excessive cost or other irregularities.

If the State finds that it should give one or more of the highest-ranking Proposals further consideration, the State may move the selected Proposals to the next phase. The State alternatively may choose to bypass any or all subsequent phases and make an award based solely on its scoring of the preceding phases, subject only to its review of the highest-ranking offeror's responsibility, as described below.

#### **4.9. Requests for More Information.**

The State may require some offerors to interview, make a presentation about their Proposals, or demonstrate their products or services. If the presentations, demonstrations, or interviews are held as part of the technical evaluation phase, all offerors that have Proposals under evaluation may participate. Alternatively, if the presentations, demonstrations, or interviews are held after the technical evaluation, the State normally will limit them to one or more of the highest ranking offerors. The State normally will limit such presentations, demonstrations, and interviews to areas in which it seeks further information from the highest ranking offeror or offerors. Typically, these discussions provide an offeror with an opportunity to do one or more of the following:

- Clarify its Proposal and ensure a mutual understanding of the Proposal's content;
- Show the features and functions of its proposed hardware, software, or solution; and
- Demonstrate the professionalism, qualifications, skills, and work knowledge of its proposed candidates.

The State will schedule the presentations, demonstrations, and interviews at its convenience and discretion. The State will determine the scope and format of any such presentations, demonstrations, and interviews and may record them. If the State moves more than one offeror to this phase, the scope and format of these presentations, demonstrations, and interviews may vary from one offeror to the next, depending on the particular issues or concerns the State may have with each offeror's Proposal.

The State normally will not rank interviews, demonstrations, and presentations. Rather, if the State conducts the interviews, demonstrations, or presentations as part of the technical evaluation, the State may use the information it gathers during this process in evaluating the technical merits of the Proposals. If the State holds the demonstrations, presentations, or interviews only for one or more of the top-ranking

offerors after the evaluation phase, the State may decide to revise its existing Proposal evaluations based on the results of this process.

#### **4.10. Determination of Responsibility.**

The State may review the background of one or more of the highest-ranking offerors and its or their key team members and subcontractors to ensure their responsibility. For purposes of this RFP, a key team member is a person that an offeror identifies by name in its Proposal as a member of its proposed team. The State will not award the Contract to an offeror that it determines is not responsible or that has proposed candidates or subcontractors to work on the Project that are not responsible. The State's determination of an offeror's responsibility may include the following factors: experience of the offeror and its key team members and subcontractors, its and their past conduct on previous contracts, past performance on previous contracts, ability to execute this Contract properly, and management skill. The State may make this determination of responsibility based on the offeror's Proposal, reference evaluations, a review of the offeror's financial ability, and any other information the State requests or determines is relevant.

Some of the factors used in determining an offeror's responsibility, such as reference checks, may also be used in the technical evaluation of Proposals in phase two of the evaluation process. In evaluating those factors in phase two, the weight the State assigns to them, if any, for purposes of the technical evaluation will not preclude the State from rejecting a Proposal based on a determination that an offeror is not responsible. For example, if the offeror's financial ability is adequate, the value, if any, assigned to the offeror's relative financial ability in relation to other offerors in the technical evaluation phase may or may not be significant, depending on the nature of the Project. If the State believes the offeror's financial ability is inadequate, the State may reject the offeror's Proposal despite its other merits.

The State may make a responsibility determination at any time during the evaluation process, but it typically will do so only once it has evaluated the technical merits and costs of the Proposals. The State always will review the responsibility of an offeror selected for an award before making the award, if it has not already done so earlier in the evaluation process. If the State determines that the offeror selected for award is not responsible, the State then may go down the line of remaining offerors, according to rank, and determine responsibility with the next highest-ranking offeror.

#### **4.11. Reference Checks.**

As part of the State's determination of an offeror's responsibility, the State may conduct reference checks to verify and validate the offeror's and its proposed candidates' and subcontractors' past performance. Reference checks that indicate poor or failed performance by the offeror or a proposed candidate or subcontractor may be cause for rejection of the offeror's Proposal. Additionally, the State may reject an offeror's Proposal as non-responsive if the offeror fails to provide requested reference contact information.

The State may consider the quality of an offeror's and its candidates' and subcontractors' references as part of the technical evaluation phase, as well as in the State's determination of the offeror's responsibility. The State also may consider the information it receives from the references in weighing any requirement contained in the technical evaluation phase, if that information is relevant to the requirement. In checking an offeror's or any of its proposed candidates' or subcontractors' references, the State will seek information that relates to the offeror's previous contract performance. This may include performance with other governmental entities, as well as any other information the State deems important for the successful operation and management of the Project and a positive working relationship between the State and the offeror. In doing this, the State may check references other than those provided in the offeror's Proposal. The State also may use information from other sources, such as third-party reporting agencies.

#### **4.12. Financial Ability.**

Part of State's determination of an offeror's responsibility may include the offeror's financial ability to perform the Contract. This RFP requires the submission of audited financial statements from all offerors in their Proposals for the past two years. Also, the State may consider financial information other than the information that this RFP requires as part of the offeror's Proposal, such as credit reports from third-party reporting agencies.

#### **4.13. Contract Negotiations.**

The final phase of the evaluation process may be contract negotiations. It is entirely within the discretion of the State whether to permit negotiations. An offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal, and any Proposal that is contingent on the State negotiating with the offeror may be rejected. The State is free to limit negotiations to particular aspects of any Proposal or the RFP, to limit the offerors with whom the State negotiates, and to dispense with negotiations entirely. If negotiations are held, they will be scheduled at the convenience of the State, and the selected offeror or offerors must negotiate in good faith.

The State may limit negotiations to specific aspects of the RFP or the offeror's Proposal. Should the evaluation result in a top-ranked Proposal, the State may limit negotiations to only that offeror and not hold negotiations with any lower-ranking offeror. If negotiations are unsuccessful with the top-ranked offeror, the State then may go down the line of remaining offerors, according to rank, and negotiate with the next highest-ranking offeror. Lower-ranking offerors do not have a right to participate in negotiations conducted in such a manner.

If the State decides to negotiate simultaneously with more than one offeror, or decides that negotiations with the top-ranked offeror are not satisfactory and therefore negotiates with one or more of the lower-ranking offerors, the State then will determine if an adjustment in the ranking of the offerors with which it held negotiations is appropriate based on the negotiations. The Contract award, if any, then will be based on the final ranking of offerors, as adjusted.

Auction techniques that reveal one offeror's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal will be reduced to writing by the offeror as described below.

Following negotiations, the State may set a date and time for the offeror(s) with which the State conducted negotiations to submit a best and final Proposal. If negotiations were limited and all changes were reduced to signed writings during negotiations, the State need not require a best and final Proposal.

If best and final Proposals are required, they may be submitted only once, unless the State determines that it is in the State's interest to conduct additional negotiations. In such cases, the State may require another submission of best and final Proposals. Otherwise, discussion of or changes in the best and final Proposals will not be allowed. If an offeror does not submit a best and final Proposal, the State will treat that offeror's previous Proposal as its best and final Proposal.

The State usually will not rank negotiations and normally will hold them only to correct deficiencies in or enhance the value of the highest-ranked offeror's Proposal.

From the opening of the Proposals to the award of the Contract, everyone evaluating Proposals on behalf of the State will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. The State also will seek to keep this information away from other offerors, and the State may not tell one offeror about the contents of another offeror's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any offeror that seeks to gain access to the contents of another offeror's Proposal may be disqualified from further consideration.

Negotiated changes will be reduced to writing and become a part of the Contract file, which will be available for public inspection after award of the Contract or cancellation of the RFP, provided the State does not plan to reissue the RFP. If the State plans to reissue the RFP, the Contract file will not be available until the subsequent RFP process is completed. Unless the State agrees otherwise in writing, the offeror must draft and sign the written changes and submit them to the State within five business days. If the State accepts the changes, the State will give the offeror written notice of the State's acceptance, and the negotiated changes to the successful offer will become a part of the Contract.

#### **4.14. Failure to Negotiate.**

If an offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations with that offeror, remove the offeror's Proposal from further consideration, and seek such other remedies as may be available in law or in equity.

## 5. Award of the Contract

### 5.1. Contract Award.

The State plans to award the Contract based on the schedule in the RFP, if the State decides the Work is in its best interest and has not changed the award date.

Included with this RFP, as Attachment Five, is a sample of the Contract for the RFP. The State will issue two originals of the Contract to the offeror proposed for award. The offeror must sign and return the two originals to the Procurement Representative. The Contract will bind the State only when the State's duly authorized representative signs all copies and returns one to the Contractor with an award letter, the State issues a purchase order, and all other prerequisites identified in the Contract have occurred.

The Contractor must begin work within 15 business days after the State issues a purchase order, or on a mutually agreed start date, under the Contract. If the State awards a Contract pursuant to this RFP, and the Contractor is unable or unwilling to perform the Work, the State may cancel the Contract, effective immediately on notice to the Contractor. The State then may return to the evaluation process under this RFP and resume the process without giving further consideration to the originally selected Proposal. Additionally, the State may seek such other remedies as may be available to the State in law or in equity for the selected offeror's failure to perform under the Contract.

### 5.2. Contract Components.

If this RFP results in a Contract award, the Contract will consist of:

1. The one-page Contract (Attachment Five) in its final form; and
2. The BEMC NOC Modernization Project RFP Contract dated \_\_\_\_\_, 20<xx> which includes Attachment Four, other requested Attachments, and the Cost Summary dated \_\_\_\_\_, 20<xx>.

The Contract is the result of agreed upon changes to the RFP its attachments and supplements including any written amendments to the RFP, any materials incorporated by reference in the RFP, the Contractor's Proposal, and written, authorized amendments and clarifications to the Contractor's Proposal. It also includes any purchase orders and change orders issued under the Contract.

Change Orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

**Attachment 1: Evaluation Criteria**

**Technical Proposal Scored Criteria.** In the technical evaluation phase, the State will rate the technical merits of the Proposals based on the following requirements and the weight assigned to each requirement:

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds
<b>PERSONNEL REQUIREMENTS</b>				
<b>Project Manager</b>				
The Project Manager must have three years of experience managing projects of similar level of complexity and size in broadcast and/or professional media technology.	5	0	5	7
Professionals certified by the Project Management Institute as a Project Management Professionals (PMP) are preferred.	1	0	5	
<b>Engineer in Charge</b>				
The Engineer in Charge must have a minimum of 5 years of experience in the design and integration of broadcast technology projects, including experience with call letter broadcast television systems. Experience must include digital HD and SD system design, playout system planning and design, media management, automation, broadcast traffic systems, and remote monitoring of broadcast facilities, broadcast/network playout servers, IT system design for broadcast media.	5	0	5	7

Technical Proposal Scored Criteria	Weight	Does Not Meet	Meets	Exceeds
<b>PROPOSED SOLUTION</b>				
<b>Technology Summary</b>				
Provides Virtualization of Playout Use of WAN 'cloud services' Mix of baseband and IP Approaches Forward Looking Concepts	10	0	5	7

Technical Proposal Scored Criteria	Weight	Does Not Meet	Meets	Exceeds
<b>PROPOSED SOLUTION</b>				
<b>Playout Technology</b>				
Playout Channel Features Storage Graphics Look Graphics Import & Management Expandability SD/HD Capability Redundancy and failover Capability SDI/IP Playout Interface Compression Technology AS-03 Compatibility File Formats Supported EAS Capability SNMP Interface Live Inputs Playout Redundancy	<b>20</b>	<b>0</b>	<b>5</b>	<b>7</b>
<b>Automation</b>				
ProTrack Compatibility ProTrack Hub Installation BXF Interface BXF Live Log Operator Interface Screen WAN Automation Interface at Station Live Breakaway/Rejoin Secondary Events Control of AFD Ingest Capabilities Automation Platform Recording Scheduling/Control Capabilities	<b>15</b>	<b>0</b>	<b>5</b>	<b>7</b>
<b>Infrastructure</b>				
Router Interface at BEMC Limited Router Interface at Station Embedded Audio Support Discrete Audio Support Reuse of Existing Infrastructure Channel Delivery at Stations Remote Control of OGT Playout Monitor Wall Operations Console	<b>10</b>	<b>0</b>	<b>5</b>	<b>7</b>

Technical Proposal Scored Criteria	Weight	Does Not Meet	Meets	Exceeds
<b>PROPOSED SOLUTION</b>				
<b>Remote Monitoring Solution</b>				
Control of Station Router over WAN Monitoring & Control of Transmitters over WAN Thumbnails Provided Real Time Full Screen Monitoring Analysis and Trouble Shooting Tools Operator Interface at BEMC NOC Expandability Remote logging system access and QC	<b>10</b>	<b>0</b>	<b>5</b>	<b>7</b>
<b>Installation</b>				
Timeliness of Installation Start Installation at Stations Plan for Shadow Operations Plan for NOC Operations Console	<b>5</b>	<b>0</b>	<b>5</b>	<b>7</b>
<b>File Transfer and Transcoding Capabilities</b>				
File transfer between BEMC NOC and stations File transcoding	<b>5</b>	<b>0</b>	<b>5</b>	<b>7</b>

**Price Performance Formula.** The evaluation team will rate the Proposals that meet the Requirements based on the following criteria and respective weights.

Criteria	Percentage
Technical Proposal	80%
Cost Summary	20%

To ensure the scoring ratio is maintained, the State will use the following formulas to adjust the points awarded to each offeror.

The offeror with the highest point total for the Technical Proposal will receive 800 points. The remaining offerors will receive a percentage of the maximum points available based upon the following formula:

$$\text{Technical Proposal Points} = (\text{Offeror's Technical Proposal Points} / \text{Highest Number of Technical Proposal Points Obtained}) \times 800$$

The offeror with the lowest proposed Not-To-Exceed Fixed Price will receive 200 points. The remaining offerors will receive a percentage of the maximum cost points available based upon the following formula:

$$\text{Cost Summary Points} = (\text{Lowest Not-To-Exceed Fixed Price} / \text{Offeror's Not-To-Exceed Fixed Price}) \times 200$$

Total Points Score: The total points score is calculated using the following formula:

$$\text{Total Points} = \text{Technical Proposal Points} + \text{Cost Summary Points}$$

## Attachment 2: Work Requirements and Special Provisions

### PART 1: WORK REQUIREMENTS

This attachment describes the Project and what the Contractor must do to get the job done. It also describes what the Contractor must deliver as part of the completed Project (the "Deliverables"). Additionally, it gives a detailed description of the Project's schedule.

**General Scope of Work.** The Ohio Broadcast Educational Media Commission (BEMC) seeks to obtain the services of a contractor who will be required to supply, install, interface, and debug new hardware and software systems at both the BEMC facilities (North Star Road NOC), at the eight (8) Ohio Educational Television Stations (OETS) and at Ohio Government Television (OGT). The new systems must, at a minimum, provide playout services that supply all of the content currently received by the stations. Additionally, the modernized facility must make it possible for any single stream, or all 41 supported streams across all stations, to be delivered from the North Star Road NOC in a centralized operations topology. Additionally, the contractor will provide supervision of the successful cutover from existing hardware and software systems to the new platforms and workflows.

**Proposed Project Schedule.** The Ohio Broadcast Educational Media Commission (BEMC) expects the completely operational system to be available for use beginning no later than twelve (12) months after the receipt of a Purchase Order or other documents that permits the Contractor to begin actual work.

The State intends to facilitate successful Contract activities and will provide support to the successful offeror by providing reasonable technical assistance, as determined by the State, needed for a successful implementation.

**Project Staffing and Organization.** The State will provide oversight for the Work, but the Contractor must provide overall Work management for the tasks under this Contract, including the day-to-day management of its staff. The Contractor also must assist the State with coordinating assignments for State staff, if any, involved in the Work.

Additionally, the Contractor must provide all administrative support for its staff and activities. Throughout the Work effort, the Contractor must employ ongoing management techniques to ensure a comprehensive Work Plan is developed, executed, monitored, reported on, and maintained.

**Project Management Methodology.** The Contractor must employ, maintain, and execute a project management methodology that complies with Project Management Institute (PMI) standards or their equivalent. The Contractor must describe the project management approach and methodology to be used for all phases of the project lifecycle, including all tools, technologies, resources and other components required for successful implementation.

**Project Team.** The Contractor must provide an experienced Project Manager for the Work. The Contractor must employ the proposed Project Manager throughout the term of the Contract, including all renewals of it. The Project Manager will be responsible for ensuring that the project comes in on time, within budget and meets all requirements. All project communications from the successful offeror to/from BEMC will be directed through the Project Manager. Strong communications skills are necessary.

In addition to the Project Manager, the Contractor's project team must include an Engineer in Charge who is trained to fulfill the requirements of the Work specified in the Proposal documents. Experience in solving problems in the commercial service sector with an integrator or manufacturer is required. The Engineer in Charge will be responsible for communicating all design related information to BEMC and to suppliers to the project. Familiarity with all aspects of the supplied technology and the successful documentation of systems in the commercial environment are necessary. The Engineer in Charge may also direct additional design and documentation staff as appropriate to the offeror's operations.

The Contractor's project team must also include a Customer Relations Manager. The Customer Relations Manager will serve as the primary point of contact in any needed escalation procedures. Experience in assessing and mitigating project risks, as well as experience in relationship management is key to this position. In the event BEMC has any problems with the services of the Project Manager or team, the Customer Relations Manager is expected to solve those issues and ensure successful project completion.

The Contractor may propose additional staff roles as needed to achieve the project goals.

The Contractor may use its personnel or Subcontractor personnel to meet the remaining work effort. If the Contractor must substitute key staff during the project, the Contractor must submit to the State, in writing, the reason for the change and provide a resume for the replacement personnel, in accordance with the Replacement Personnel section contained in Attachment 4. The State will either approve or reject the substitution.

**Work Hours and Conditions.** For work completed on site at the BEMC facility, working hours and building availability is typically between 8:00 AM – 5:00 PM Monday through Friday. Contractor may have to work under unusual working conditions which may include non-standard periods of time, such as, working in excess of eight hours per day, working on Saturdays, Sundays, and state holidays. In addition, actual work schedule will be based on project implementation and specific hours of access to the BEMC facility are subject to change based on mutual decision with Contractor.

The Contractor's Project Manager may work on-site at the Ohio Broadcast Educational Media Commission (BEMC) offices located at 2470 North Star Road, Columbus, OH 43221-3405 or from the Contractor's offices. However, the Project Manager must be onsite at BEMC for all regularly scheduled project meetings through the term of the Project. Also, the Project Manager must be available onsite at BEMC within 24 hours after the State requests his or her presence. After Contract award, the State may determine that the Project Manager's attendance may be satisfied through conference calls or video conferencing.

This Project requires that all work be accomplished in a manner that provides minimal interruption to the BEMC NOC. Pre-installation activities; planning; and status meetings that involve State staff will occur during normal working hours on State property Monday through Friday, 8:00 AM to 5:00 PM.

**Meeting Attendance and Reporting Requirements.** Contractor staff must be available to participate in project-related meetings as scheduled by the State. The Contractor's management approach to the Work must adhere to the following meeting and reporting requirements:

1. **Immediate Reporting:** The Project Manager or a designee must immediately report any staffing changes for the Work to the Work Representative (see Attachment Four: Part Two: Replacement Personnel).
2. **Attend Status Meetings:** The Project Manager must attend status meetings with the Work Representative and other people deemed necessary to discuss Work issues. Other Contractor team members may be required to attend status meetings as request by the State. The Project Representative will schedule these meetings, which will follow an agreed upon agenda and allow the Contractor and the State to discuss any issues that concern them.
3. **Status Reports:** The Contractor must provide written status reports to the Work Representative at least one full business day before each status meeting. The Contractor's proposed format and level of detail for the status report is subject to the State's approval.
4. **Monthly Status Reports:** During the Work, the Contractor must submit a written monthly status report to the Work Representative by the fifth business day following the end of each month. At a minimum, monthly status reports must contain the following:
  - A description of the overall completion status of the Work in terms of the approved Work Plan (schedule and cost);
  - Updated Work schedule;
  - The plans for activities scheduled for the next month;

- The status of any Deliverables;
- Time ahead or behind schedule for applicable tasks;
- A risk analysis of actual and perceived problems; and
- Strategic changes to the Work Plan, if any.

**Contractor Responsibilities.** The Contractor must meet all RFP requirements for the Work and complete all Work satisfactorily.

**General System Solution and Requirements.** See Supplement One of the RFP for details on minimum system solution requirements that include:

- Schedule recommendations;
- Playout channel count and location;
- The preservation of future capability options;
- Preferred solutions; and
- General system elements and requirements.

### **Task 1– Project Management Plan**

**Maintain Project Plan.** The Contractor must update the Project Plan submitted with its Proposal (see Attachment Three) and submit a detailed Project Plan, in electronic and paper form, to the Project Representative for approval within ten business days after the State issues a purchase order under the Contract.

The project plan must recognize the need to implement the system solution in a staged manner. In addition to the installation at the BEMC NOC the Contractor will need to complete the Remote Monitoring Package at each station. It is likely that implementation of the monitoring package, and first program streams on air, will occur first at WOSU-TV, and then by a station-by-station deployment process after each stream has successfully shadowed the matching current on air stream for long enough to provide stations, BEMC, and the Contractor with confidence that the new playout platform is capable of fully replacing the existing stream assembly. Other components of the project plan, as necessary, must also incorporate this “station-by-station” process in regards to other required tasks included in work requirements.

Thereafter, the Contractor must:

- Formally update the Project Plan, including work breakdown structure and schedule, and provide the updated Project plan as part of its monthly reporting requirements during the Project; and
- Ensure the Project Plan allows adequate time for the State to review, comment on, and approve all Deliverables.
  - The State will determine the number of business days it needs for such reviews and provide that information to the Contractor after award and early in the development of the Project Plan. Should the State reject a Deliverable for any reason, the Contractor must correct all deficiencies and resubmit it for the State’s review and approval until the State accepts the Deliverable. (See Attachment Three for components of the Project Plan.)

**Kick Off.** The Contractor and the State will conduct a kick-off meeting within 10 working days of issuing the purchase order. All personnel involved in the design and management of the project will be expected to attend the kick off meeting, which will be held at the BEMC NOC.

**Update Project Schedule.** The Project schedule submitted with the Contractor’s proposal must be updated and submitted in electronic and paper form to the State Senior Project Management Team for approval within ten business days after the State issues a purchase order under the Contract. The revised project schedule will become the Contractor’s master plan to fulfill the Contract. The Contractor

must use Microsoft Project 2003 or latest version as the automated project management tool for the maintenance and presentation of the Project schedule during the Project.

The Project Plan Baseline will be established early in the first part of the Project. Once established, the baseline will only be modified through the Change Control process. The approved baseline will be utilized for all project metrics reported on a weekly status reporting schedule.

The Project schedule must be up to date throughout the Project.

**Contractor Service Deliverables.** The deliverables to be produced by the Contractor for the Project Management Task must include the following:

1. Updated Project Plan;
2. Updated Project Schedule; and
3. Status Reports as required.

## **Task 2 – Analysis, Design, and Development**

The major objectives of the Analysis, Design, and Development task are as follows:

- The Contractor should have a thorough, detailed understanding of the BEMC NOC Modernization project and its operational requirements;
- Confirm the operational requirements specified in this RFP and supporting documents are included in the system design;
- Document the requirements of the system;
- Complete a high level design for all systems to be installed at all locations.
- Complete detailed documentation necessary to facilitate installation and on-going support of the complete system.

The acceptance of the system solution design will be based, in part, on the following criteria:

- BEMC will require two separate design reviews, which may be conducted in part by video conference.
  1. **Preliminary Design Review.** The Contractor will be expected to outline the full scope of the system design including rack space requirements and conceptual interconnection drawings that identify all hardware to be supplied. At this review all software interfaces must be identified. If conceptual software integration is not complete the vendor must provide a time line and list of resources dedicated to completing the work within the time allotted.
  2. **Critical Design Review.** At this review the Contractor will be expected to provide all single line drawings detailing the entire installation complete with IP address and port assignments ready for delivery to installation personnel. At that point BEMC expects the demonstration of system functionality to have been achieved. That demonstration will include the ability to interface all software and hardware into a complete and working system. At the conclusion of the Critical Design Review BEMC will approve drawings as annotated for installation at the NOC and all stations.

**Contractor Responsibilities.** The Contractor must complete activities consistent with its proposed methodology to accomplish the task objectives and meet all RFP requirements.

The Contractor must provide the design and documentation of all systems in their final configuration, as well as any interim documentation necessary to complete an orderly transition from the existing systems to the new platform. Documentation must be supplied in native editable format along with a pdf version along with two sets of paper copies. Documentation should include a list of all hardware and software supplied as well as all system connections that are part of the completed project.

**Contractor Service Deliverables.** Deliverables to be produced by the Contractor for this task include:

1. Preliminary Design Review Documents; and
2. Critical Design Review Documents

### **Task 3 – Implementation**

During this task, implementation of the system solution must occur within the context of the station-by-station deployment process discussed above.

**Contractor Responsibilities.** During implementation, the Contractor will be responsible for the deployment and installation of the solution until the implementation task has been successfully completed. The Contractor will be responsible for all software interfaces necessary to make all systems fully functional as proposed, and the installation and debugging of all hardware and software systems. The Contractor must assist during shadowing of existing services prior to cutover to new delivery platforms and software. The correction of any defects in performance of any and all software and hardware systems is the Contractor's sole responsibility.

Contractor is expected to complete the installation activities for the BEMC NOC, the eight (8) station facilities, and Ohio Government Television.

Proposed alterations to the NOC operations console must accommodate continued operations of the existing system while providing for the transition to the proposed payout platform.

At a minimum, the activities of this task include the following:

**Implementation Plan.** The implementation plan must demonstrate to the State how the Contractor will deploy the solution. The plan must detail the approach for coordinating the following:

- Technical preparation and system solution changeover activities;
- Deployment schedule; and
- Development and submission of a plan for review and acceptance by BEMC for Acceptance Testing no later than 30 days prior to the date Acceptance Testing is expected to begin.

**Implementation Certification.** The Contractor must provide an Implementation Certification Letter that certifies that the solution is ready for Acceptance Testing. The Certification letter must confirm:

- Letter certifying that the system solution is ready for testing at each location.

### **Task 4 – Testing**

The system solution shall be subjected to Acceptance Testing using the plan approved by BEMC to ensure the system works properly and delivers required results.

**Contractor Responsibilities.** At a minimum, the Contractor must perform the following activities during this phase:

**Acceptance Test Plan.** The Contractor must develop the proposed system solution test plan prior to Acceptance Testing. The Contractor must work with the State to develop such test plan and is subject to State approval. The plan must clearly set forth how the system solution test will fully test the system solution and its features. The plan must identify the inputs to the test, the steps in the testing process and the expected results. The plan must also identify any software tools used during testing and all State resources needed.

The plan must provide detailed descriptions of the test environment, methods, workflow, and the management of the system solution testing process and the defect identification and resolution processes to be executed during the system test. The Contractor must take responsibility for the conducting the testing under the supervision of BEMC.

**Certify System Has Successfully Completed Acceptance Testing.** The Contractor must provide a letter certifying that the entire system has been successfully tested using the Acceptance Test Plan.

**Contractor Service Deliverables.** The Deliverables to be produced by the Contractor for the system-testing task must include the following:

1. Acceptance Test Plan;
2. Test Results Document; and
3. Letter certifying that the system solution has completed Acceptance Testing.

### **Task 5 – Training**

The State requires the Contractor to provide training to staff composed of NOC operations personnel, NOC technical personnel, and remote monitoring system personnel. However, the reimbursement of all training costs will be provided through a separate Purchase Order not associated with the other components or requirements of the project.

Training will primarily be conducted at the North Star NOC. Training must be coordinated with the State staff to ensure that training meets the objectives and for performance support once trainees complete training.

Training provided for the remote monitoring system personnel may be offered as web-based training to engage as many of the station personnel as possible.

The State may, at its sole discretion, record any training sessions and use any training materials for future training or user documentation.

**Contractor Responsibilities.** At a minimum, the activities of this task include the following:

**Training Plan.** The Contractor must create, maintain, and update, as required, the approved training plan. The training plan must:

- Identify the training courses and associated course objectives including the format and content of all training material to be developed by the Contractor; and
- Include a schedule and identify the number of users to be trained, the number of training sessions offered, and the length of each training course; Due to the nature and timing of work performed all of the trainees functional groupings of staff and managers cannot be trained during the same session;

**Develop and Provide Training Materials.** The Contractor must develop and provide all training materials. All training materials must be reviewed and approved by the State prior to the start of the training. The Contractor must provide sufficient copies of all training materials for all users plus a reserve equal to 5% of the total number of copies. The Contractor must provide all electronic source documents, graphics, used in the development and presentation of all aspects of training, including all final training documents in electronic format as approved by the State.

**Certificate of Completed Training.** Training must be implemented in accordance with the Contractor's approved Training Plan. The Contractor will be responsible for conducting training of all State users and technical staff. Upon completion of the training, the Contractor must submit a letter certifying that all training has been completed.

**Contractor Service Deliverables.** Deliverables to be produced by the Contractor include the following:

1. Training Plan;
2. Training Materials; and
3. Letter certifying completion of training;

### **Task 6 – Transition**

The Contractor will be required to initiate a transition plan that involves the successful transition to the required shadowing and cutover from the existing system to the new solution. Prior to implementation, the transition plan must be reviewed and approved by BEMC.

### **Task 7 – Final Acceptance and Certification**

Upon completion of Implementation, Acceptance Testing and Training as well as the successful completion of the performance period as defined in Attachment 4, Standards of Performance and Acceptance, the Contractor must present the solution to the State for acceptance and certification. The system solution presented for final acceptance and certification must account for all required functionality.

**Documentation.** The Contractor must develop and provide to BEMC all documentation at the time the system solution is presented for final acceptance and certification. The documentation must include:

**a. Operations Documentation.** The Contractor must develop operations documentation. The operations documentation must include overviews of the application and system structure. This includes any required periodic maintenance tasks.

**b. System Documentation.** The Contractor must produce complete as built system documentation of hardware and software. This includes providing all maintenance and operations manuals.

**Contractor Service Deliverables.** Deliverables to be produced by the Contractor for the certification task must include the following:

1. Signed Implementation Certification Letter;
2. Operations Documentation; and
3. As built System Documentation.
4. Acceptance Testing Certification Letter
5. Training Certification Letter

### **Warranty and Service Maintenance Support**

**Warranty.** BEMC requires a one year warranty on equipment, which includes any software upgrades, patches, other technical improvements, and service support. The cost of the one-year warranty/service maintenance support must be included in the overall project cost. The warranty shall cover the payout platform, the remote monitoring system, and ProTrack Hub at a minimum.

Additional warranty provisions are described in Attachment Four of this RFP.

**Service Maintenance Support.** In addition, BEMC is seeking annual pricing for service maintenance support for years 2-5 after certification of the project. This annual service support must be 24/7/365, including phone support and an initial response time of no more than 4 hours. Service maintenance support must cover the payout platform, the remote monitoring system, and ProTrack Hub at a minimum.

Ongoing corrections of the proposed system solution will be characterized as maintenance.

Further levels of support may include:

- Advanced exchange of modules;
- Remote Access Support; and
- Updates, patches, repairs and software upgrades.

Additional maintenance provisions are described in Attachment Four of this RFP.

### **Optional Functionality Pricing.**

**Logging System.** Contractors will be required to provide pricing for a logging system. The system must be capable of logging audio and video content from all 41 playout channels at all times. The system must be equipped with sufficient storage to allow 90 days of unattended operation before any logged content must be moved to alternative storage.

**Archive System.** Contractors will be required to provide pricing for a robotic tape archive that may be added to the completed system. Contractors may assume LTO 6 capable drives using SMPTE AXF formatted content. For planning purposes Contractors may also assume that 40 hours of HD content could be stored in any 24 hour period, and 10 hours restored from the archive to on line playout in 24 hours. The initial size of the archive must be 400 TB, expandable to 1000 TB.

### **Optional Functionality Informational Pricing.**

**Disaster Recovery.** Contractors are requested to provide informational pricing for disaster recovery systems. The affiliate OTES stations may ask contractors, at the expense of the individual stations, to install channels for disaster recovery purposes at the station sites. Channels installed must receive content and operate independently from the BEMC North Star Road NOC facility.

## **PART 2: SPECIAL PROVISIONS**

**Submittal of Deliverables.** The Contractor must perform its tasks in a timely and professional manner that produces Deliverables that fully meet the Contract's requirements. The Contractor must complete its work in steps that will result in Deliverables associated with those steps, and the Contractor must provide the required Deliverables no later than the due dates proposed in the RFP or included in the Contractor's Project Plan as approved by the State. At the time of delivery of a written Deliverable, the Contractor must submit an original and one copy of each Deliverable, plus an electronic copy. The Contractor must provide the electronic copy in a file format acceptable to the State. Also, with each Deliverable, the Contractor must submit a Deliverable Submittal Form signed by the Project Manager. (See Attachment Six of the RFP.)

By submitting a Deliverable, the Contractor represents that, to the best of its knowledge, it has performed the associated tasks in a manner that meets the Contract's requirements.

The Contractor must provide all Deliverables to the Project Representative, who will review (or delegate review of) the materials or documents within a reasonable time after receipt, as specified in the Project Plan.

If the State determines that a Deliverable is not in compliance, the Project Representative will note the reason for non-compliance on the Deliverable Submittal Form and send the form to the Project Manager. At no expense to the State, the Contractor then must bring the Deliverable into conformance and re-submit it to the Project Representative within ten business days.

If the State agrees the Deliverable is compliant, the Project Representative will indicate that by signing the Deliverable Submittal Form and returning a copy of it to the Contractor. In addition, if the Project Representative or designee determines that the State should make a payment associated with the

Deliverable, the Project Representative will indicate that the payment should be made on the Deliverable Submittal Form.

The State form authorizing payment (Attachment Six) and the payment itself do not indicate that the State has accepted the Deliverables associated with the payment. The State's acceptance of the Deliverables that are part of developing the Project is conditioned on a successful performance test upon completion of the Project.

Status reports are not subject to a review and approval process.

**Acceptance of Deliverables.** The State is purchasing a solution that performs according to the RFP requirements.

The State will make payments according to the Contractor's Fee Structure identified in the RFP. If upon completion the solution fails the performance test, which is outlined in Part Five of Attachment Three of this RFP, the Contractor will be in default and the State may seek the remedies provided for in this Contract and in law.

As the Contractor provides Deliverables, in written and electronic format, for each task to the State, the BEMC Project Management Team will review the materials or documents within ten (10) working days after the receipt date, except System Design where there must be a minimum of fifteen (15) business days for review. The receipt date is not counted as one (1) of the ten (10) days. If the material or document is determined to be in non-compliance, the Project Management Team will send written notification to the Contractor's Project Manager outlining the reason(s) for his or her determination. The Contractor at no expense will bring work determined by the State to be in non-compliance with the Contract into conformance to the State within ten working days of notice. If the State accepts the Deliverable, Deliverable material or documents, an acceptance letter, signed by the Project Management Team, will be submitted to the Contractor.

The State will review Deliverables in a timely manner. The Contractor must allow a minimum of ten business days for review by State staff for most Deliverables. Weekly and Monthly Status Reports are not subject to a 10 day review cycle.

The Contractor understands that the State's deliverable acceptance letter does not represent or indicate that the State has accepted the system. The State's acceptance of the system is conditional upon a successful performance period upon completion of the system, defined in Attachment Four, Part Five: Standards of Performance and Acceptance. Upon the successful completion of the performance period, the Contractor must present the Project application to the State for acceptance by submitting a system certification letter. The State will review the submission according to the process described above.

If upon completion the system fails to meet the performance requirements or fails the performance test, which is outlined in Part Five of Attachment Four of this RFP, the State may determine the Contractor to be in default and may seek additional remedies at law. In any event, the State may exercise all of the following rights:

- 1) The State will not make payments associated with the support, maintenance and enhancement task; and
- 2) The Contract is terminated.

The State will make payments as identified in the Contractor's Fee Structure in this RFP, and in accordance with the terms and conditions specified in Attachment Four, Part One: Compensation.

**The Contractor's Fee Structure.** The Contract award will be for a not-to-exceed fixed price, payable in accordance with the schedules below:

<b>Service Deliverable Payment Milestones</b>	<b>Payments will be equal to a % of the total service deliverable payment milestones</b>
<b>Task 1 – Project Management Plan – Contractor Service Deliverables:</b>	
Completion and Acceptance of Updated Project Plan	10%
<b>Task 2 – Analysis, Design, and Development – Contractor Service Deliverables:</b>	
Completion and Acceptance of Preliminary Design Documents	10%
Completion and Acceptance of Critical Design Documents	15%
<b>Task 3 – Implementation – Contractor Service Deliverables:</b>	
Completion and Acceptance of Implementation Plan	15%
Completion and Acceptance of Implementation Certification	20%
<b>Task 4 – Testing – Contractor Service Deliverables</b>	
Letter Certifying System Has Successfully Completed Acceptance Testing	5%
<b>Task 6 – Transition – Contractor Service Deliverables</b>	
Completion and Acceptance of Cutover to Live Services for all Playout Channels	15%
<b>Task 7 – Final Acceptance and Certification – Contractor Service Deliverables</b>	
Final Acceptance and Certification by BEMC of Project Completion	10%
<b>Total Service Deliverable Payment Milestones</b>	<b>100%</b>

In addition, the offeror must identify costs for equipment, materials and supplies to permit timely payment as part of the Contract.

<b>Equipment</b>	<b>Payments will be equal to a % of the total equipment costs</b>
<b>Equipment List:</b>	
<i>Insert equipment here...</i>	90%
<i>Insert equipment here...</i>	
<i>Insert equipment here...</i>	
<b>Initial Cost for Equipment</b>	<b>90%</b>
<b>Remaining Cost for Equipment</b>	<b>10%</b>

Initial payment(s) in the amount of 90% for equipment costs will be provided upon receipt of Contractor invoice(s) for such equipment. The Contractor must provide BEMC with packing slips or other shipping receipt information that matches the line items contained with the offeror proposal.

The remaining payment in the amount of 10% for equipment will be provided upon receipt of Contractor invoice(s) for such equipment at the conclusion of Task 6 - Completion and Acceptance of Cutover to Live Services for all Playout Channels.

Materials and Supplies (such as wires, connectors, miscellany)	Payment will be equal to the material and supply costs
<b>Materials and Supplies List:</b>	
<i>Insert materials and supplies here...</i>	100%
<i>Insert materials and supplies here...</i>	
<i>Insert materials and supplies here...</i>	
<b>Total Cost for Materials and Supplies</b>	<b>100%</b>

Payment in the amount of 100% for material and supplies will be provided upon receipt of Contractor invoice(s) for such materials and supplies at the conclusion of Task 4 - Letter Certifying System Has Successfully Completed Acceptance Testing.

Upon receipt of a signed Deliverable Submittal Form (Attachment Six) indicating the State agrees that the Deliverable identified in the work breakdown structure is compliant or that the Contractor has met an applicable milestone and payment should be made, the Contractor may submit an invoice for that Deliverable or milestone, according to the payment schedule identified above.

**Reimbursable Expenses.** None.

**Bill to Address.**

Ohio Broadcast Educational Media Commission (BEMC)  
2470 North Star Road  
Columbus, OH 43221-3405

**Location of Data.**

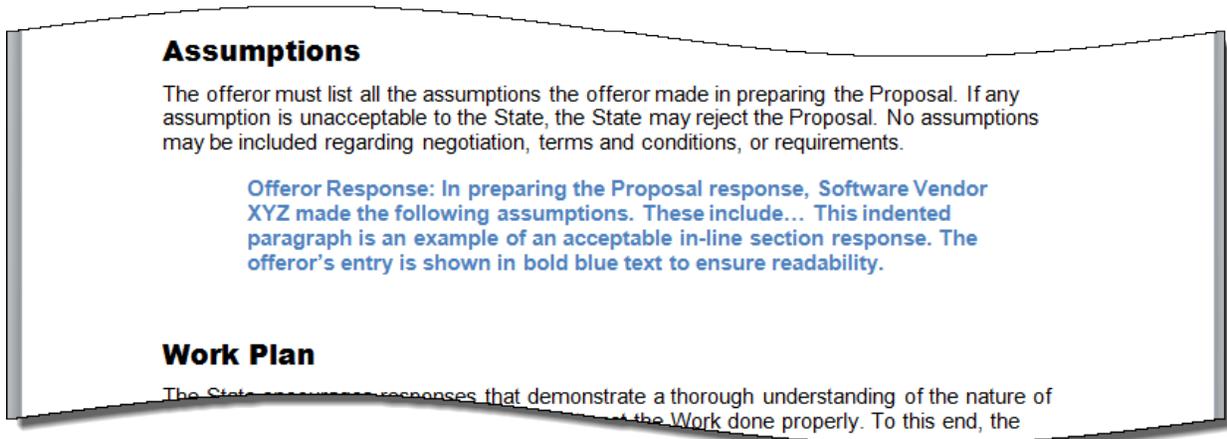
Ohio Broadcast Educational Media Commission (BEMC)  
2470 North Star Road  
Columbus, OH 43221-3405

### Attachment 3: Requirements for Proposals

**Proposal Format.** Each Proposal must include sufficient data to allow the State to assess the best value, technical, implementation, performance, maintenance and operations and to verify the total cost for the Work and all of the Contractor's claims of meeting the RFP's requirements. The offeror's Proposal submission must be submitted using the RFP in-line response, templates and attachments described below. The State may reject offeror Proposals that do not comply with the mandatory requirement to provide in-line responses and do not include the identified templates and attachments.

These instructions describe the required format for a responsive Proposal. The offeror may include any additional information it believes is relevant. The offeror's proposal submission must be submitted using the Microsoft Word version of the RFP to provide an in-line response to the RFP. An identifiable tab sheet must precede each section of the Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Offeror responses should use a consistent contrasting color (**blue** is suggested to contrast with the black text of this document) to provide their response to each requirement so that the offeror response is readily distinguishable to the State. Figure 1 shows an example of the required format for responding to the RFP requirements.



**Figure 1. Sample Formatting for an Acceptable In-Line Section Response.**

To aid offerors in the creation of the most favorable depiction of their responses, alternative formats are acceptable that use **typfaces**, **styles** or **shaded backgrounds**, so long as the use of these formats are consistent throughout the offeror's response and readily distinguishable from the baseline RFP. Any alteration to the State-provided baseline RFP language is strictly prohibited. The State will electronically compare offeror responses to the baseline RFP and deviations or alterations to the State's RFP requirements may result in a rejection of the offeror's Proposal.

To ensure that each Proposal addresses the required Scope of Work (Attachment 2) and required sections of the Proposal format (Attachment 3), offerors must address each RFP requirement by section and sub-section heading and provide the offeror's proposed solution or response to the requirement by section and subsection **in-line** using the provided Microsoft Word version of this RFP.

Each Proposal must include each component listed in the table below as a separate **tabbed section in the in-line response**. Additionally, offerors must include the entire content of Attachment 4: General Terms and Conditions as a single section in their proposal. **Contractors must include a statement at the beginning of the section** indicating that the offeror has read, understands and agrees to the General Terms and Conditions contained in Attachment 4.

Each Proposal must respond to every request for information in this attachment and Attachment Two,

whether the request requires a simple “Yes” or “No” or requires a detailed explanation. Simply repeating an RFP requirement and agreeing to comply may be an unacceptable response and may cause the Proposal to be rejected.

Item #	Proposal Component Description
	Vendor Information Form (OBM-5657)
	Subcontractor Letters
	Offeror Certification Form
	Minimum Financial Requirements
	Offeror Description
	Offeror Profile Summary
	Key Staff/Personnel Profile Summary
	Proposed Solution
	Optional Functionality
	Staffing Plan
	Time Commitment
	Assumptions
	Project Plan
	Escalation Plan
	Support Requirements
	Component Requirements
	Pre-Existing Materials
	Commercial Materials
	Warranty for Commercial Materials
	Conflict of Interest Statement
	Proof of Insurance
	Payment Address
	Legal Notice Address
	W-9 Taxpayer ID Number and Certification Form
	Independent Contractor Acknowledgement Form
	Standard Affirmation and Disclosure Form (EO 2011-12K)
	Attachment 4: General Terms and Conditions Acceptance
	Cost Summary ( <b>Cost must be a separate sealed package</b> )

**Vendor Information Form.** The offeror must submit a signed and completed Vendor Information Form (OBM-5657) for itself and for each subcontractor the offeror plans to use under the Contract. The form is available at <http://obm.ohio.gov/MiscPages/Forms/default.aspx>.

**Subcontractor Letters.** For each proposed subcontractor, the offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:

1. The subcontractor's legal status, federal tax identification number, D-U-N-S number, and principal place of business address;
2. The name, phone number, fax number, email address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A description of the work the subcontractor will do;

4. A commitment to do the work if the offeror is selected; and
5. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.

**Offeror Certifications.** The offeror must complete Attachment Seven, Offeror Certification Form.

**Minimum Financial Requirements.** If the offeror has audited financial statements, it must provide them for the past two years. If the offeror's most recently completed fiscal year is not yet audited, the previous two years may be acceptable. If the offeror has no audited financial records, it may submit its financial statements for the last two years without an auditor's certification.

**Offeror Description.** The State expects offerors with high levels of relevant experience. Each Proposal must include a description of the offeror's capability, capacity, and experience in the industry. The description should include the date the offeror was established, its leadership, number of employees, number of employees the offeror will engage in tasks directly related to the Project, and any other background information that will help the State gauge the ability of the offeror to fulfill the obligations of the Contract.

**Offeror Profile Summary Form.** This RFP includes an Offeror Profile Summary Form as an attachment. The offeror must use this form and fill it out completely to provide the required information.

Each offeror must meet all the requirements in the RFP. If an offeror does not meet all the requirements, the State may reject the offeror's Proposal as non-responsive.

The various sections of the Offeror Profile Summary Forms are described below:

- a) **Experience and Qualifications.** The offeror must complete this section to demonstrate that it has the experience needed to meet the RFP's requirements. (Refer to Attachment Eight.) For each reference, the offeror must provide the following information:
  - **Contact Information.** The offeror must provide a client contact name, title, phone number, email address, company name, and mailing address. The offeror also must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information or providing information that is inaccurate or out of date may result in the State not including the reference in the evaluation process or rejecting the offeror's Proposal. The contact information given must be for a person within the client's organization and not a co-worker or a contact within the offeror's organization, subsidiaries, partnerships, etc.
  - **Project Name.** The offeror must provide the name of the project where it obtained the mandatory experience.
  - **Dates of Experience.** The offeror must complete this area with a beginning month and year and an ending month and year to show the length of time the offeror performed the work, not just the length of time the offeror was engaged by the reference.
  - **Description of the Related Service Provided.** The State will not assume that, since the experience requirement is provided at the top of the page, all descriptions on that page relate to that requirement. The offeror must reiterate the experience being described, including the capacity in which the work was performed and the role of the offeror on the Project. It is the offeror's responsibility to customize the description to clearly substantiate the qualification.
  - **Description of how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables and to achieve this Project's milestones.**

The offeror must list each project experience separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

**THE OFFEROR MAY NOT USE THE EXPERIENCE OR QUALIFICATIONS OF A SUBCONTRACTOR TO MEET ANY OF THE ABOVE OFFEROR QUALIFICATIONS OR EXPERIENCE. THESE MUST BE**

**FULFILLED EXCLUSIVELY THROUGH THE QUALIFICATIONS AND EXPERIENCE OF THE OFFEROR.** If the offeror seeks to meet any of the other qualifications and experience through a subcontractor, the offeror must identify the subcontractor by name in the appropriate part of the Offeror Profile Summary Form, in Attachment Eight to this RFP, for each reference.

**Key Staff/Personnel Profile Summaries.** The offeror must provide a narrative of the offeror's Staff Experience that includes staff roles and responsibilities; a summary of staff skill sets; total years of staff experience in the proposed roles; staff qualifications; and staff resumes.

This section of the offeror's Proposal must identify all of the required key staff who will provide services as part of the resulting Contract. The State expects that the proposed Project Manager (PM), Engineer in Charge (EIC), Customer Relations Manager (CRM) and other key team members will be available as proposed to work on the project. The offeror must provide a detailed narrative highlighting why all of the proposed key team members possess the necessary experience, education, training and professional certifications to successfully perform their assigned role/responsibility on the Project.

**Offerors must, at a minimum, complete Attachment Nine for the required Project Manager and Engineer in Charge.**

Resumes must be provided for the proposed Project Manager, Engineer in Charge, Customer Relations Manager, and any other key team members and may be included as part of an attachment to the offeror's Proposal. Resumes are not required to be embedded within this section of the proposal. The resumes will be used to supplement the descriptive narrative provided by the offeror regarding their proposed project team.

The resume of the proposed key team members must include:

1. The person's name;
2. The proposed role on this Project;
3. Listings of completed projects that are comparable to this Project or required similar skills based on the person's assigned role/responsibility on this Project. Each project listed should include at a minimum the beginning and ending dates, client/company name for which the work was performed, client contact information (name, phone number, email address, company name, etc.), project title, project description, and a detailed description of the person's role/responsibility on the project;
4. Education;
5. Professional licenses, certifications, and memberships; and
6. Employment history.

The State recognizes that additional staff beyond the proposed Project Manager, Engineer in Charge and Customer Relations Manager will be assigned to work on the project. For these resources, that are key to the project, the offeror must provide a narrative description of typical qualifications, training, education and experience of the caliber of resources that will be assigned for each classification/title expected to be used on the Project. Resumes may be submitted in addition to the requested narrative information.

**Proposed Solution.** The offeror must describe in detail how its proposed solution meets the functional and technical requirements described in this RFP – see Supplement 1: System Solution Requirements. The offeror may not simply state that the proposed solution will meet or exceed the specified requirements. Instead, the offeror must provide a written narrative that shows that the offeror understands the functionality and the technical requirements of this RFP and how the offeror's proposed solution meets those requirements.

All the specifications given in this RFP for equipment and other system elements are minimum system requirements. The offeror may recommend features or other elements in excess of the minimum but must clearly identify them as such, provide the rationale behind the recommendations, and explain how

they will benefit the State. The recommendations may not result in additional evaluation credit being given.

### **Optional Functionality of the Proposed Solution.**

**Logging System.** The offeror must describe the features of the logging system, including how measurement and logging of loudness, all captions, video description, emergency messages and other services is accomplished. Logged content should be available to the WAN connecting the BEMC North Star Road NOC facility to the stations and 'player' applications should be supplied for all locations. If it is within the capability of the offeror, the State is interested in logging systems installed in a 'distributed network', with logging inputs connected from the station end. Offerors must detail all operational and technical aspects of the system.

**Archive System.** The offeror must describe the technology and planning needed for adding a robotic tape archive to the completed system. The description must include management of the content and if available how proxy copies can be viewed by stations across the WAN, as well as by staff in the BEMC North Star Road NOC facility and NOC traffic department. The system proposed must be capable of managing content in the NOC system and ideally capable of archiving content over the WAN from stations as well. (Three of the stations currently have local tape archives and the other 4 do not.) For the archive option, offerors may assume LTO 6 capable drives using SMPTE AXF formatted content. Offerors may also assume that 40 hours of HD content could be stored in any 24 hour period, and 10 hours restored from the archive to on line playout in 24 hours. The initial size of the archive must be 400 TB, expandable to 1000 TB.

### **Informational Optional Functionality.**

**Disaster Recovery.** For informational purposes: The offeror is requested to describe the capability for a disaster recovery option for the OETS station affiliates. The option proposed should describe how it will receive content and operate independently from the BEMC North Star Road NOC facility. The affiliate OETS stations may request, at the expense of the individual stations, the disaster recovery systems option.

**Staffing Plan.** The offeror must provide a staffing plan that identifies the personnel by position that the offeror proposes. In addition, the plan must have the following information:

- A matrix matching each team member to the staffing requirements in this RFP; and
- A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s).

**Time Commitment.** The offeror must submit a statement and a chart that clearly indicate the time commitment of the proposed Project Manager and the offeror's proposed team members for this Project. The offeror also must include a statement indicating to what extent, if any, the Project Manager may work on other projects during the term of the Contract. The State may reject any Proposal that commits the proposed Project Manager or any proposed key Project personnel to other projects during the term of the Project, if the State believes that any such commitment may be detrimental to the offeror's performance.

**Assumptions.** The offeror must list all the assumptions the offeror made in preparing the Proposal. If any assumption is unacceptable to the State, the State may reject the Proposal. No assumptions may be included regarding negotiation, terms and conditions, or requirements.

**Project Plan.** The State encourages responses that demonstrate a thorough understanding of the nature of the Project and what the Contractor must do to get the Project done properly. To this end, the offeror must submit a Project Plan that the offeror will use to create a consistent and coherent management plan for the Project.

The Project Plan must include detail sufficient to give the State an understanding of how the offeror's knowledge and approach will:

- Manage the Project;
- Guide Project execution;
- Document planning assumptions and decisions;
- Facilitate communication among stakeholders;
- Define key management review as to content, scope, and schedule; and
- Provide a baseline for progress measurement and Project control.

At a minimum, the offeror's Project Plan must include the following:

- Description of the Project management approach;
- Scope statement that includes the Project objectives and the Project Deliverables and milestones;
- Work breakdown structure as a baseline scope document that includes Project elements. The work breakdown structure must show the elements at a level of detail that demonstrates the offeror's understanding of the effort required to do the work. The work breakdown structure also must have increasingly descending levels of detailed definition added as the Project continues. The Project elements must include, at a minimum, scope definition, requirements gathering, design, development, conversion, testing, benchmarking, implementation, training, and transition, as applicable;
- Detailed Project schedule for all Project Deliverables and milestones. The offeror must provide the Project schedule as a Microsoft Project Gantt chart, showing all major Project tasks on a week-by-week schedule to serve as the basis for managing the Project. The schedule must clearly demonstrate how the Project will become fully operational by the delivery date. The offeror must give dates for when all Deliverables and milestones will be completed and start and finish dates for tasks. The offeror also must identify and describe all risk factors associated with the forecasted milestone schedule;
- Who is assigned responsibility for each Deliverable within the work breakdown structure to the level at which control will be exercised;
- Performance measurement baselines for technical scope and schedule;
- Major milestones and target date(s) for each milestone that are consistent with this RFP's dates;
- Key or required staff and their expected effort;
- Description of the offeror's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements;
- Definition of the review processes for each milestone and Deliverable (e.g. mandatory design review) and a description of how the parties will conduct communication and status review;
- Description of the Project issue resolution process; and
- If the offeror chooses to use subcontractors, this part of the offeror's Proposal must describe its approach to managing its subcontractors effectively.

**Escalation Plan.** The offeror must provide an escalation procedure for BEMC use in the event state personnel have not received a satisfactory response to problems or missed deadlines. The escalation procedure must include specific Contractor names, titles and phone numbers BEMC staff may contact within the Contractor's organization to obtain a satisfactory resolution to problems. After Contract award and for the duration of the Contract, the Contractor must update or confirm the accuracy of the escalation contact listing each quarter.

The first point of contact in the escalation procedure should be a Customer Relations Manager (CRM). The Customer Relations Manager will be expected to act as the primary representative of the offeror's complete team, including any subcontractors. The CRM must work to assess project risks and mitigate effects they may have on the project and the relationship between BEMC and the offeror's team.

In the event BEMC has any problems with the services of the Project Manager the CRM is expected to efficiently work with both offeror's management and BEMC to solve those issues which affect the ability of the Project Manager to complete his/her job successfully.

Details of the Escalation Plan must be as complete as possible at the time of submission. It must describe the offeror's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements.

In addition to the BEMC requirement for a Customer Relations Manager (CRM), the offeror must also describe any additional reporting procedures proposed for the successful resolution of the problems. And the offeror must address potential problem areas, recommended solutions to the problem areas and any assumptions used in developing those solutions.

**Support Requirements.** The offeror must describe the support it wants from the State other than what the State has offered in this RFP. Specifically, the offeror must address the following:

- Nature and extent of State support required in terms of staff roles, percentage of time available, and so on;
- Assistance from State staff and the experience and qualification levels required; and
- Other support requirements.

The State may not be able or willing to provide the additional support the offeror lists in this part of its Proposal. The offeror therefore must indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the offeror's Proposal, if the State is unwilling or unable to meet the requirements.

**Commercial Materials.** The offeror must list any commercial and proprietary materials that the offeror will deliver that are easily copied (e.g., off-the-shelf software) and in which the State will have less than full ownership ("Commercial Materials"). Generally, these will be from third parties and readily available in the open market, and they may not come into existence as a consequence of the work under the Contract. The offeror need not list patented parts of equipment, since they are not readily copied. If the offeror expects the State to sign a license for the Commercial Material, the offeror must include the license agreement as an attachment. If the State finds any provisions of the license agreement objectionable and cannot or does not negotiate an acceptable solution with the third party, regardless of the reason and in the State's sole discretion, then the offeror's Proposal may be rejected. If the State is not going to sign a license, but there will be limits on the State's use of the Commercial Materials different from the standard license in the General Terms and Conditions, then the offeror must detail the unique scope of license here. Unless otherwise provided in this RFP, use of Commercial Materials may be a basis for rejection of the offeror's Proposal, if the State, in its sole discretion, believes that such is not appropriate or desirable for the Project. Any deviation from the standard license, warranty, and other terms in Attachment Four also may result in a rejection of the offeror's Proposal.

**Warranty for Commercial Materials.** If the offeror proposes a Deliverable that contains Commercial Software with warranty terms that differ from the warranty terms in Attachment Four, then the scope of warranty must be detailed here. This is required even if the State will not be expected to sign a license for the Deliverable. Any deviation from the standard warranty in Attachment Four may result in a rejection of the offeror's Proposal.

**Conflict of Interest Statement.** Each Proposal must include a statement indicating whether the offeror or any people that may work on or benefit from the Project through the offeror have a possible conflict of interest (e.g., employed by the State of Ohio, etc.) and, if so, the nature of that conflict. The State may reject a Proposal in which an actual or apparent conflict is disclosed. The State also may terminate the Contract if it discovers any actual or apparent conflict of interest that the offeror did not disclose in its Proposal.

**Proof of Insurance.** The offeror must provide the certificate of insurance in the form that Attachment Four requires. The policy may be written on an occurrence or claims made basis.

**Payment Address.** The offeror must give the address to which the State should send payments under the Contract.

**Legal Notice Address.** The offeror must give the name, title, and address to which the State should send legal notices under the Contract.

**W-9 Form.** The offeror must complete the attached W-9 form in its entirety. The offeror must submit at least one originally signed W-9. All other copies of a Proposal may contain copies of the W-9. The offeror must indicate on the outside of the binder which Proposal contains the originally signed W-9.

**Independent Contractor Acknowledgement Form.** Unless the offeror is a “business entity” as that term is defined in ORC. 145.037 (“an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business”), the offeror must complete and submit an originally signed Independent Contractor Acknowledgement form in its entirety. All other copies of a Proposal may contain copies of the Independent Contractor Acknowledgement form. The offeror must indicate on the outside of the binder which Proposal contains the originally signed Independent Contractor Acknowledgement form. A current version of the Independent Contractor Acknowledgement form is available at <https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>.

**Standard Affirmation and Disclosure Form (EO 2011-12K).** The offeror must complete and sign the Affirmation and Disclosure Form (Attachment Nine) as part of its Proposal. Executive Order 2011-12K is available at [http://www.governor.ohio.gov/Portals/0/pdf/executive Orders/EO%202011-12K.pdf](http://www.governor.ohio.gov/Portals/0/pdf/executive%20Orders/EO%202011-12K.pdf).

**Attachment 4: General Terms and Conditions Acceptance.** The offeror must include the entire content of Attachment 4: General Terms and Conditions as a single section in their proposal. Contractors must include a statement at the beginning of the section indicating that the offeror has read, understands and agrees to the General Terms and Conditions contained in Attachment 4.

**Cost Summary.** This RFP includes a Cost Summary Form provided as an attachment. Offerors may not reformat this form. Each offeror must complete the Cost Summary Form in the exact format provided, since the State may reject any Proposal with a reformatted Cost Summary Form or that is not separately sealed. (See: Part Three: General Instructions, Proposal Submittal.)

The Cost Summary Form must not include exceptions, additional terms and conditions, or assumptions.

The offeror’s total cost for the entire Project must be represented as the not-to-exceed fixed price.

**The State will not be liable for or pay any Project costs that the offeror does not identify in its Proposal.**

## Attachment 4: General Terms and Conditions

### PART 1: PERFORMANCE AND PAYMENT

**Statement of Work.** The selected offeror's proposal (the "Proposal") and the State's Request for Proposals (the "RFP"), which are collectively referred to as the "RFP Documents", are a part of this contract (the "Contract") and describe the work (the "Work") the selected Contractor (the "Contractor") must do and any materials the Contractor must deliver (the "Deliverables") under this Contract. The Contractor must do the Work in a professional, timely, and efficient manner and must provide the Deliverables in a proper fashion. The Contractor also must furnish its own support staff necessary for the satisfactory performance of the Work.

The Contractor must consult with the appropriate State representatives and others necessary to ensure a thorough understanding of the Work and satisfactory performance. The State may give instructions to or make requests of the Contractor relating to the Work, and the Contractor must comply with those instructions and fulfill those requests in a timely and professional manner. Those instructions and requests will be for the sole purpose of ensuring satisfactory completion of the Work and will not amend or alter the scope of the Work.

Should the Contractor determine that directions or requests made by State representatives impact the agreed-to schedule, costs or scope of the work, the Contractor must:

1. Document the impacting request;
2. Identify where the direction of request of the State differs from the Contractor's understanding of the schedule, cost or scope of work; and
3. Seek direction from the authorized State account representative.

Should the State account representative and the Contractor account representative be unable to resolve the disagreement to mutual satisfaction and in keeping with the agreed-to schedule, cost and scope of the work, the disagreement will be classified as a Dispute and escalated through the informal and formal dispute resolution processes contained herein.

**Term.** Unless this Contract is terminated or expires without renewal, it will remain in effect until the Work is completed to the satisfaction of the State and the Contractor is paid. But the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is June 30, 2016. The State may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure also will apply to the end of any subsequent biennium during which the Work continues, subject to the State's approval. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State pays for before or after termination or limit the State's rights in such.

The State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails to continue funding for the payments and other obligations due as part of this Contract, the State's obligations under this Contract will terminate as of the date that the funding expires without further obligation of the State.

The Work has a completion date that is identified in the RFP Documents. The RFP Documents also may have several dates for the delivery of Deliverables or reaching certain milestones in the Work. The Contractor must make those deliveries, meet those milestones, and complete the Work within the times the RFP Documents require. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the Suspension and Termination Section contained in Part 2 of this Attachment 4.

The State also may have certain obligations to meet. Those obligations, if any, also are listed in the RFP Documents. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion

dates in the RFP Documents is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted reasonable management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five business days of the Contractor's realization that the State's delay may impact the Work. The Contractor must deliver any such notice to both the Work Representative and Procurement Representative and title the notice as a "Notice of State Delay." The notice must identify any delay in detail, as well as the impact the delay has or will have on the Work.

Unless the State decides that an equitable adjustment in the Contractor's Fee is warranted in the case of an extended delay, an extension of the Contractor's time to perform will be the Contractor's exclusive remedy for the State's delay. Should the State determine that an equitable adjustment in the Contractor's Fee is warranted, the equitable adjustment will be handled as a Change Order under the Changes Section of this Contract, and the extension of time and equitable adjustment will be the exclusive remedies of the Contractor for the State's delay.

The State seeks a complete solution to what the Work is intended to accomplish, and the Contractor must provide any incidental items omitted in the RFP Documents as part of the Contractor's not-to-exceed fixed price. All required components and processes for the Work to be complete and useful to the State are included in the Work and the not-to-exceed fixed price, unless the RFP expressly provides otherwise. Incidental items will include:

1. Those identified by the Contractor as part of their Offer development process as required to deliver the Work that were omitted from the RFP documents but included in their Offer to the State;
2. Those items identified by the State to the Contractor as omissions by either the State (in the RFP) or the Contractor (in the Offer) and included in the development of a final agreement between the State and the Contractor;
3. Items mutually agreed by the Contractor and the State in writing as required as a result of the State's review of the deliverables and work products associated with delivering the Work; or
4. Those items that are mutually agreed in writing by the State and Contractor as to not impose any new costs or schedule impacts to either the State or the Contractor.

**Compensation.** In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP Documents (the "Fee"), plus any other expenses identified as reimbursable in the RFP Documents. In no event, however, will payments under this Contract exceed the "not-to-exceed" amount in the RFP Documents without the prior, written approval of the State and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent on the complete and satisfactory performance of the Work or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Work tied to the applicable milestone or period. Payment of the Fee also is contingent on the Contractor delivering a proper invoice and any other documents the RFP Documents require. An invoice must comply with the State's then current policies regarding invoices and their submission. The State will notify the Contractor in writing within 15 business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect.

The Contractor must send all invoices under this Contract to the "bill to" address in the RFP Documents or in the applicable purchase order.

The State will pay the Contractor interest on any late payment, as provided in Section 126.30 of the Ohio Revised Code (the "Revised Code"). If the State disputes a payment for anything covered by an invoice, within 15 business days after receipt of that invoice, the State will notify the Contractor, in writing, stating the grounds for the dispute. The State then may deduct the disputed amount from its payment as a nonexclusive remedy. If the Contractor has committed a material breach, in the sole opinion of the State, the State also may withhold payment otherwise due to the Contractor. Both parties will attempt to resolve

any claims of material breach or payment disputes through discussions among the Work Manager, the Contractor's executive responsible for the Work, the Work Representative, and the State Contract Management Administrator. The State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved. The State has no obligation to make any disputed payments until the matter is resolved, and the Contractor must continue its performance under this Contract pending resolution of the dispute or claim.

If the State has already paid the Contractor on an invoice but later disputes the amount covered by the invoice, and if the Contractor fails to correct the problem within 30 calendar days after written notice, the Contractor must reimburse the State for that amount at the end of the 30 calendar days as a nonexclusive remedy for the State. On written request from the Contractor, the State will provide reasonable assistance in determining the nature of the problem by giving the Contractor reasonable access to the State's facilities and any information the State has regarding the problem.

If the RFP Documents provide for any retainage, the State will withhold from each invoice paid the percentage specified in the RFP Documents as retainage. The State will pay the retainage only after the State has accepted all the Work and then only in accordance with the payment schedule specified in the RFP Documents. The State will withhold all amounts under this section arising from claims or disputes in addition to any retainage specified in the RFP Documents.

**Reimbursable Expenses.** The Contractor must assume all expenses that it incurs in the performance of this Contract. If at some point during the term of this Contract the State agrees to pay for Contractor expenses, those expenses, including travel, will be paid in accordance with Ohio Revised Section 126.31 and Ohio Administrative Code 102-1-02, and only with the prior written approval of the State. The Contractor and the State will agree at that time on the submittal and payment process for reimbursable expenses.

**Right of Offset.** The State may set off the amount of any Ohio tax liability or other obligation of the Contractor or its subsidiaries to the State, including any amounts the Contractor owes to the State under this or other contracts, against any payments due from the State to the Contractor under this or any other contracts with the State.

**Certification of Funds.** None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all the following conditions have been met:

1. All statutory provisions under the Revised Code, including Section 126.07, have been met;
2. All necessary funds are made available by the appropriate State entities;
3. If required, the Controlling Board of Ohio approves this Contract; and
4. If the State is relying on federal or third-party funds for this Contract, the State gives the Contractor written notice that such funds are available.

**Employment Taxes.** All people furnished by the Contractor (the "Contractor Personnel") are employees or Subcontractors of the Contractor, and none are or will be deemed employees or Contractors of the State. No Contractor Personnel will be entitled to participate in, claim benefits under, or become an "eligible employee" for purposes of any employee benefit plan of the State by reason of any work done under this Contract. The Contractor will pay all federal, state, local, and other applicable payroll taxes and make the required contributions, withholdings, and deductions imposed or assessed under any provision of any law and measured by wages, salaries, or other remuneration paid by or which may be due from the Contractor to the Contractor Personnel. The Contractor will indemnify, defend (with the consent and approval of the Ohio Attorney General), and hold the State harmless from and against all claims, losses, liability, demands, fines, and expense (including court costs, defense costs, and redeemable attorney fees) arising out of or relating to such taxes, withholdings, deductions, and contributions with respect to the Contractor Personnel. The Contractor's indemnity and defense obligations also apply to any claim or assertion of tax liability made by or on behalf of any Contractor Personnel or governmental agency on the

basis that any Contractor Personnel are employees or Contractors of the State, that the State is the “joint employer” or “co-employer” of any Contractor Personnel, or that any Contractor Personnel are entitled to any employee benefit offered only to eligible regular fulltime or regular part-time employees of the State.

**Independent Contractor Acknowledgement.** It is fully understood and agreed that the Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Administrative Services. The Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers’ compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, the Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from DAS to any public employee retirement system.

The Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless the Contractor is a “business entity” as that term is defined in ORC. 145.037 (“an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business”) the Contractor shall have any individual performing services under this agreement complete and submit to the ordering agency the Independent Contractor/Worker Acknowledgement found at the following link: <https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>.

The Contractor’s failure to complete and submit the Independent/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this agreement, shall serve as Contractor’s certification that the Contractor is a “Business entity” as the term is defined in ORC Section 145.037.

**Sales, Use, Excise, and Property Taxes.** The State is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the Work, such will be the sole and exclusive responsibility of the Contractor. And the Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or a later time.

**Liquidated Damages.** The State and the Contractor agree that failure by the Contractor to meet the performance standards and timelines set forth in this RFP may result in damages to the State that are difficult to measure. It is therefore agreed that the State may require the Contractor to pay liquidated damages for failure according to the following criteria.

For failure by the Contractor to meet a deliverable date, the State may require the Contractor to pay liquidated damages in the amount of \$3,500.00 per work day, for each and every day thereafter until such deliverable is completed and accepted as corrected and approved by the State. The parties understand that liquidated damages are intended to be a last resort to expedite action on the part of Contractor and are not intended to be punitive. The deliverable due dates will be defined in the final Schedule and Work Plan.

Prior to exercising the option to impose liquidated damages, the State and the Contractor will attempt to resolve all issues through the course of normal business activities using applicable agreed “cure” periods to correct failures.

The State will provide written notice of the Contractor’s failure to meet a performance standard, documentation, work product, or deliverable. In the event of failure to meet a performance standard, documentation, work product, or deliverable, the Contractor has up to fifteen (15) calendar days from the date of receipt of the written notice to correct such failure. If the failure is not resolved within the 15-day period and the State deems that the Contractor has not acted in good faith, liquidated damages may be imposed retroactively to the date of expected delivery.

The Contractor will not be liable for liquidated damages which result from events that are directly caused by the failure of the State to perform any required activity, force majeure, or any other cause that is not the Contractor's responsibility under this Contract. Additionally, the Contractor will be relieved of its commitments to the extent any delays or service interruptions are due to action or inaction by the State, its end-users, their employees, invitees, and third parties, including, but not limited to, changes in applications, protocols, or transmission parameters without prior coordination with the Contractor; breach of this Agreement by the State; or any other cause beyond the control of the Contractor including, but not limited to, force majeure or failure or unavailability of the State's data center or equipment not provided by the Contractor.

If for any reason the Contractor is delayed in meeting the approved schedule due to negligence on the part of the State or by any cause not due to the Contractor's fault or negligence, then the Contract schedule may, at the State's option, be extended by change order for such reasonable time as the State may determine. Any claim for extension of time must be made in writing to the State Contract Manager not more than five calendar days after the Contractor reasonably should have become aware of the delay.

## **PART 2: WORK AND CONTRACT ADMINISTRATION**

**Related Contracts.** The Contractor warrants that the Contractor has not and will not enter into any contracts without written approval of the State to perform substantially identical services for the State, such that the Work under this Contract duplicates the work done or to be done under the other State contracts.

**Other Contractors.** The State may hold other contracts for additional or related work, including among others independent verification and validation (IV&V) efforts for the Work. The Contractor must fully cooperate with all other Contractors and State employees and coordinate its Work with such other Contractors and State employees as may be required for the smooth and efficient operation of all related or additional work. The Contractor may not act in any way that may unreasonably interfere with the work of any other Contractors or the State's employees. Further, the Contractor must fully cooperate with any IV&V Contractor assigned to the Work. Such cooperation includes expeditiously providing the IV&V Contractor with full and complete access to all Work product, records, materials, personnel, meetings, and correspondence as the IV&V Contractor may request. If the State assigns an IV&V Contractor to the Work, the State will obligate the IV&V Contractor to a confidentiality provision similar to the Confidentiality Section contained in this Contract. The Contractor must include the obligations of this provision in all its contracts with its Subcontractors for the Work.

**Subcontracting.** The Contractor may not enter into subcontracts related to the Work after award without written approval from the State. But the Contractor will not need the State's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the RFP Documents.

The State's approval of the use of Subcontractors does not mean that the State will pay for them. The Contractor will be solely responsible for payment of its Subcontractor and any claims of Subcontractors for any failure of the Contractor or any of its other Subcontractors to meet the performance schedule or performance specifications for the Work in a timely and professional manner. The Contractor must hold the State harmless for and must indemnify the State against any such claims.

The Contractor assumes responsibility for all Deliverables whether it, a Subcontractor, or third-party manufacturer produces them in whole or in part. Further, the Contractor will be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. And the Contractor will be fully responsible for any default by a Subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any Subcontractors, each Subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement also must pass through to the Subcontractor all provisions of this Contract that would be fully effective only if they bind both the Subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor Subcontractors. But this exception is applicable only to sections that expressly provide an exclusion for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its Subcontractors and the failure damages the State in any way, the Contractor must indemnify the State for the damage.

**Record Keeping.** The Contractor must keep all financial records in accordance with generally accepted accounting principles consistently applied. The Contractor also must file documentation to support each action under this Contract in a manner allowing the documentation to be readily located. The Contractor must keep all Work-related records and documents at its principal place of business or at its office where the work was performed. Should the Contractor deem for confidentiality obligations to other customers that these records be maintained separately from other customer records, the Contractor is permitted to maintain and keep these records separate.

**Audits.** During the term of this Contract and for three years after the payment of the Contractor's Fee, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Work. This audit right also applies to the State's duly authorized representatives and any person or organization providing financial support for the Work.

**Onsite Operational and Financial Examinations.** To assist the State in its activities related to oversight of the Contractor in the performance of the Contract, subsequent to the effective date of this Contract, the State, or its agent, may conduct onsite operational and financial examinations of Contractor.

1. The onsite examinations may include, without limitation, verification that business is conducted as represented by Contractor at all sites where it performs services or disaster recovery for the State; Contractor's facilities are adequate to support claims of staffing, services performed and inventory housed; and the facilities provide adequate security for staff, functions performed and services rendered. This examination may include verification that Contractor has adequate information security compliance policies and procedures.
2. The financial examination may include, without limitation, a review of Contractor's current balance sheet; its most recent annual report; up to three (3) years of third party audits; tax returns for the previous three (3) years; and all documentation supporting employee bonds and insurance policies of Contractor.

**Consent to Examinations.**

1. By execution of this Contract, Contractor consents to the examinations described in these provisions and consents to such examinations being conducted by the State or its agent.
2. The State may conduct such examinations from time to time during the term of this Contract and the consent to the examinations provided by Contractor must be a continuing consent to conduct the examinations periodically in the State's discretion during the Term of this Contract.

**Right to Terminate.**

1. In the event the State determines, in its sole discretion, that the results of any examination of Contractor is unsatisfactory per the requirements of the Contract and not remedied within a 30-day period following notice from the State, the State may terminate this Contract, in part or in full.
2. If the Contractor fails to satisfy the requirements of the State with regard to security of information, or if an examination reveals information that would result in a continuing contractual relationship that causes the State to be in violation of any law, the State may terminate this Contract immediately without notice.

3. If Contractor fails to satisfy the requirements of the State with regard to matters not related to those discussed in Right to Terminate paragraphs (1) or (2), the State will provide Contractor with notice and an opportunity to cure the failure within 30 days. If the failure is not cured by Contractor within such 30-day period, the State may terminate this Contract without further notice.

**Insurance.** The Contractor must provide the following insurance coverage at its own expense throughout the term of this Contract:

1. Workers' compensation insurance, as required by Ohio law, and if some of the Work will be done outside Ohio, the laws of the appropriate state(s) where any portion of the Work will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.
2. Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. The table below shows the minimum limits of the Commercial General Liability insurance. The policy must be endorsed to provide the State with 30-days prior written notice of cancellation, material change or non-renewal, except a 10-day notice of non-payment of premium. The Contractor's Commercial General Liability must be primary over any other insurance coverage.

Minimum	Commercial General Liability Insurance
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products/Completed Operations Aggregate
\$ 1,000,000	Per Occurrence Limit
\$ 1,000,000	Personal and Advertising Injury Limit
\$ 100,000	Fire Legal Liability
\$ 10,000	Medical Payments

3. Commercial Automobile Liability insurance with a combined single limit of \$500,000.
4. Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor must provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations. The certificate(s) must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

**Replacement Personnel.** If the RFP Documents contain the names of specific people who will do the Work, then the quality and professional credentials of those people were material factors in the State's decision to enter into this Contract. Therefore, the Contractor must use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor may not remove those people from the Work without the prior, written consent of the State, except as provided below.

The Contractor may remove a person listed in the RFP Documents from the Work, if doing so is necessary for legal or disciplinary reasons. But the Contractor must make a reasonable effort to give the State 30 calendar days' prior, written notice of the removal.

If the Contractor removes a person listed in the RFP Documents from the Work for any reason other than those specified above, the State may assess liquidated damages in the amount of \$1,500.00 for every day between the date on which the individual was removed and the date that this Contract is terminated or the individual's qualified replacement, selected in accordance with the process identified in this section, starts performing on the Work. The State also may provide the Contractor with written notice of its default under this section, which the Contractor must cure within 30 days. Should the Contractor fail to cure its default within the 30-day cure period, this Contract will terminate immediately for cause, and the State will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due

to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

The Contractor must have qualified replacement people available to replace any people listed in the RFP Documents by name or identified as a key individual on the Work. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor must submit the resumes for two replacement people to the State for each person removed or who otherwise becomes unavailable. The Contractor must submit the two resumes, along with such other information as the State may reasonably request, within five business days after the decision to remove a person is made or the unavailability of a listed person becomes known to the Contractor.

The State will select one of the two proposed replacements or will reject both of them within ten business days after the Contractor has submitted the proposed replacements to the State. The State may reject the proposed replacements for any legal reason. Should the State reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP Documents, or should the Contractor fail to provide the notice required under this Section or fail to provide two qualified replacement candidates for each removed or unavailable person, the Contractor will be in default and the cure period for default specified elsewhere in this Contract will not apply. In any such case, the State will have the following options:

1. The State may assess liquidated damages in the amount of \$1,500.00 for every day between the date on which the Contractor failed to provide the applicable notice, failed to provide the two replacement candidates, or the date the State rejected all candidates for cause and the date on which the Contractor effects a cure or the Contract expires without renewal or is terminated.
2. The State may terminate this Contract immediately for cause and without any cure period.

Should the State exercise its option under item (1) above, it nevertheless will be entitled anytime thereafter to exercise its option under item (2) above. Additionally, should the State terminate this Contract under this provision, it will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

The State may determine that the proposed replacement candidates meet the minimum qualifications of this Contract and still substantially reduce the value the State perceived it would receive through the effort of the original individual(s) the Contractor proposed and on whose credentials the State decided to enter into this Contract. Therefore, the State will have the right to reject any candidate that the State determines may provide it with diminished value.

Should the State reject both proposed candidates for any legal reason other than their failure to meet the minimum qualifications identified in the RFP Documents, the State may terminate this Contract for its convenience.

The State has an interest in providing a healthy and safe environment for its employees and guests at its facilities. The State also has an interest in ensuring that its operations are carried out in an efficient, professional, legal, and secure manner. Therefore, the State will have the right to require the Contractor to remove any individual involved in the Work, if the State determines that any such individual has or may interfere with the State's interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under this Contract has become unavailable, and the Contractor must follow the procedures identified above for replacing unavailable people. This provision also applies to people that the Contractor's Subcontractors engage, if they are listed by name or as a key person in the RFP Documents.

**Suspension and Termination.** The State may terminate this Contract for cause if the Contractor defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against the

Contractor. The State also may terminate this Contract if the Contractor violates any law or regulation in doing the Work, or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In any such case, the termination will be for cause, and the State's rights and remedies will be those identified below for termination for cause.

On written notice, the Contractor will have 30 calendar days to cure any breach for cause of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice, or if the breach is not one that is curable, the State will have the right to terminate this Contract immediately on notice to the Contractor. The State also may terminate this Contract in the case of breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations three times. After the third notice, the State may terminate this Contract on written notice to the Contractor without a cure period if the Contractor again fails to meet any obligation. The three notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 calendar days or for no cure period at all, and those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

Moreover, the State may terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Work. If a third party is providing funding for the Work, the State also may terminate this Contract should that third party fail to release any funds for the Work. The RFP Documents normally identify any third party source of funds for the Work, but an absence of such in the RFP Documents will not diminish the State's rights under this section.

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it. Upon receipt of the notice of termination, the Contractor must immediately cease all activity on the Work and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor also must immediately prepare a report and deliver it to the State. The report must be all-inclusive and must detail the Work completed at the date of termination, the percentage of the Work's completion, any costs incurred in doing the Work to that date, and any Deliverables completed or partially completed but not delivered to the State at the time of termination. The Contractor also must deliver all the completed and partially completed Deliverables to the State with its report. But if the State determines that delivery in that manner would not be in its interest, then the State may designate a suitable alternative form of delivery, which the Contractor must honor.

If the State terminates this Contract for cause, the State will be entitled to cover for the Work by using another Contractor on such commercially reasonable terms as the State and the covering Contractor may agree. The Contractor will be liable to the State for all costs related to covering for the Work to the extent that such costs, when combined with payments already made to the Contractor for the Work before termination, exceed the costs that the State would have incurred under this Contract. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Work that the Contractor has performed before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount that the State determines it owes to the Contractor. The State will make that determination based on the lesser of the percentage of the Work completed or the hours of work performed in relation to the estimated total hours required to perform all the Work.

The State will have the option of suspending rather than terminating the Work, if the State believes that doing so would better serve its interests. In the event of a suspension for the convenience of the State, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Work rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the State reinstates the Work after suspension for cause,

rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the State from the default or other event giving rise to the suspension.

In the case of a suspension for the State's convenience, the State will calculate the amount of compensation due to the Contractor for work performed before the suspension in the same manner as provided in this section for termination for the State's convenience. The Contractor will not be entitled to compensation for any other costs associated with a suspension for the State's convenience, and the State will make no payment under this provision to the Contractor until the Contractor submits a proper invoice.

If the State decides to allow the Work to continue rather than terminating this Contract after the suspension, the State will not be required to make any payment to the Contractor other than those payments specified in this Contract and in accordance with the payment schedule specified in this Contract for properly completed Work.

Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. The Contractor will prepare a report concerning the Work just as is required by this Section in the case of termination. After suspension of the Work, the Contractor may not perform any Work without the consent of the State and may resume the Work only on written notice from the State to do so. In any case of suspension, the State retains its right to terminate this Contract rather than to continue the suspension or resume the Work. If the suspension is for the convenience of the State, then termination of the Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.

The State may not suspend the Work for its convenience more than twice during the term of this Contract, and any suspension for the State's convenience may not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate the Work within the 30-day suspension, then this Contract will terminate automatically for the State's convenience at the end of the 30 calendar day period.

Any default by the Contractor or one of its Subcontractors will be 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 State for any liability to them. Notwithstanding the foregoing, each Subcontractor must hold the State 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.

Notwithstanding anything in the Contract to the contrary, any time the State has the right to terminate the Contract, the State may elect to terminate the Contract only in part by notifying the Contractor of such decision. By electing to terminate only part of the Contract, the State does not give up its rights to later terminate other portions or the entire Contract. In the event the State terminates all or part of the services provided by the Contractor, the Contractor will continue to be obligated to perform the services, both those that are to remain and those that are being terminated, in accordance with the requirements of the Contract, including without limitation, the service level requirements as long as the services continue to be provided. In addition, regardless of whether the termination is for all services or only part of the services, the Contractor must provide the transition services as set forth in this RFP.

**Representatives.** The State's representative under this Contract will be the person identified in the RFP Documents or in a subsequent notice to the Contractor as the "Work Representative." The Work Representative will review all reports the Contractor makes in the performance of the Work, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the completed Work. The Work Representative may delegate his or her responsibilities for individual aspects of the Work to one or more managers, who may act as the Work Representative for those individual portions of the Work.

The Contractor's Project Manager under this Contract will be the person identified on the RFP Documents as the "Work Manager." The Project Manager will be the Contractor's liaison with the State under this Contract. Additionally, the Project Manager will conduct all Work meetings and prepare and submit to the Work Representative all reports, plans, and other materials that the RFP Documents require from the Contractor.

Either party, upon written notice to the other party, may designate another representative. However, the Contractor may not replace the Project Manager without the approval of the State if that person is identified in the RFP Documents by name or as a key individual on the Work.

**Work Responsibilities.** The State will be responsible for providing only those things, if any, expressly identified in the RFP Documents. If the State has agreed to provide facilities or equipment, the Contractor, by signing this Contract, warrants that the Contractor has either inspected the facilities and equipment or has voluntarily waived an inspection and will use the equipment and facilities on an "as is" basis.

The Contractor must assume the lead in the areas of management, design, and development of the Work. The Contractor must coordinate the successful execution of the Work and direct all Work activities on a day-to-day basis, with the advice and consent of the Work Representative. The Contractor will be responsible for all communications regarding the progress of the Work and will discuss with the Work Representative any issues, recommendations, and decisions related to the Work.

If any part of the Work requires installation on the State's property, the State will provide the Contractor with reasonable access to the installation site for the installation and any site preparation that is needed. After the installation is complete, the Contractor must complete an installation letter and secure the signature of the Work Representative certifying that installation is complete and the Work, or applicable portion of it, is operational. The letter must describe the nature, date, and location of the installation, as well as the date the Work Representative certified the installation as complete and operational.

Unless otherwise provided in the RFP Documents, the Contractor is solely responsible for obtaining all official permits, approvals, licenses, certifications, and similar authorizations required by any local, state, or federal agency for the Work and maintaining them throughout the duration of this Contract.

**Changes.** The State may make reasonable changes within the general scope of the Work. The State will do so by issuing a written order under this Contract describing the nature of the change ("Change Order").

Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Work, the Contractor may request a Change Order from the State. The parties will handle such changes as follows: The Contractor will provide pricing to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change, as well as any equitable adjustments that need to be made in the Contractor's Fee or the performance schedule for the work. Then within five business days after receiving the Change Order, the Contractor must sign it to signify agreement with it.

If a change causes an increase in the cost of, or the time required for, the performance of the Work, the Contractor must notify the State in writing and request an equitable adjustment in its Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Work not described in a written Change Order, the Contractor must notify the State in writing of the claim within five business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the State expressly ordered the relevant change in writing and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with

performance of the Work, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, either party may submit the dispute to the senior management of the Contractor and the senior management of the State's Department of Administrative Services for resolution. If within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, the Contractor must submit its actual costs for materials needed for the change (or estimated amount if the precise amount of materials cannot be determined) and an estimate of the hours of labor required to do the work under the Change Order. The Contractor must break down the hours of labor by employee position, and provide the actual hourly pay rate for each employee involved in the change. The total amount of the equitable adjustment for the Change Order then will be made based on the actual cost of materials (or estimated materials) and actual rate for each person doing the labor (based on the estimated hours of work required to do the change). Labor rates will be increased by 25% to cover benefits and taxes. The equitable adjustment for the Change Order then will be set based on this amount, plus 15% to cover overhead and profit. This amount will be the not-to-exceed amount of the Change Order. If the change involves removing a requirement from the Work or replacing one part of the Work with the change, the State will get a credit for the work no longer required under the original scope of the Work. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit. The Contractor is responsible for coordinating changes with its Subcontractors and adjusting their compensation and performance schedule. The State will not pay any Subcontractor for the Change Order.

If a Subcontractor will perform any work under a Change Order, that work must be included in the Contractor's not-to-exceed amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the work the Contractor will perform. The Contractor will not receive an overhead percentage for any work a Subcontractor will do under a Change Order.

If the RFP Documents provide for the retainage of a portion of the Contractor's Fee, all equitable adjustments for Change Orders also will be subject to the same retainage, which the State will pay only on completion and acceptance of the Work, as provided in the RFP Documents.

**Excusable Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party also must describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's Subcontractors will be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and over whom the Contractor has no legal control.

**Independent Status of the Contractor.** The parties are independent of one another, and the Contractor's Personnel may act only in the capacity of representatives of the Contractor and not as representatives of the State. Further, the Contractor's Personnel will not be deemed for any purpose to be employees, representatives, or agents of the State. The Contractor assumes full responsibility for the actions of the Contractor's Personnel while they are performing under this Contract and will be solely responsible for paying the Contractor's Personnel (including withholding, and paying income taxes and social security, workers' compensation, disability benefits and the like). The Contractor may not commit, and is not authorized to commit, the State in any manner. The Contractor's Subcontractors will be considered the agents of the Contractor for purposes of this Contract.

**Publicity.** The Contractor may not advertise or publicize that it is doing business with the State or use this Contract or the Contractor's relationship with the State as a marketing or sales tool, unless the State

agrees otherwise in writing.

### **PART 3: OWNERSHIP AND HANDLING OF INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION**

**Confidentiality.** The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret, if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interest of the public, other Contractors, potential Contractors with the State, or individuals or organizations about whom the State keeps information. By way of example, information must be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. By way of further example, the Contractor also must treat as confidential materials such as police and investigative records, files containing personal information about individuals or employees of the State, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records excluded by Ohio law from public records disclosure requirements.

The Contractor may not disclose any Confidential Information to third parties and must use it solely to do the Work. The Contractor must restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information to do the Work. The Contractor will be liable for the disclosure of such information, whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

The Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the Contractor must cause all of its Personnel who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations in this section.

The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) was already in the Contractor's possession before disclosure by the State, and such was received by the Contractor without obligation of confidence; (2) is independently developed by the Contractor; (3) except as provided in the next paragraph, is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Contractor from a third party without an obligation of confidence; (5) is disclosed by the Contractor with the written consent of the State; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) notifies the State of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. The Contractor must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

Information that may be available publicly through other sources about people that is personal in nature, such as medical records, addresses, phone numbers, social security numbers, and similar things are nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Contract. Therefore, item (3) in the preceding paragraph does not apply, and the Contractor must treat such information as Confidential Information whether it is available elsewhere or not.

The Contractor may disclose Confidential Information to its Subcontractors on a need-to-know basis, but the Contractor first must obligate them to the requirements of this section.

**Confidentiality Agreements.** When the Contractor performs services under this Contract that require the Contractor's and its Subcontractors' personnel to access facilities, data, or systems that the State in

its sole discretion deems sensitive, the State may require the Contractor's and its Subcontractors' personnel with such access to sign an individual confidential agreement and policy acknowledgements, and have a background check performed before accessing those facilities, data, or systems. Each State agency, board, and commission may require a different confidentiality agreement or acknowledgement, and the Contractor's and its Subcontractors' personnel may be required to sign a different confidentiality agreement or acknowledgement for each agency. The Contractor must immediately replace any of its or its Subcontractors' personnel who refuse to sign a required confidentiality agreement or acknowledgment or have a background check performed.

**Ownership of Deliverables.** The State owns all Deliverables that the Contractor produces under this Contract, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State.

The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated into any custom Deliverable ("Pre-existing Materials"), if the Contractor provides the non-exclusive license described in the next paragraph.

The Contractor may grant the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, and distribute all Pre-existing Materials that are incorporated into any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials. The State may distribute such Pre-existing materials to third parties only to the extent required by governmental funding mandates. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials into a custom Deliverable, the Contractor must first disclose that desire to the State in writing and seek the State's approval for doing so in advance. The State will not be obligated to provide that approval, unless the Contractor disclosed its intention to do so in the RFP Documents. On the Contractor's request, the State will incorporate into any copies of a custom Deliverable any proprietary notice that the Contractor included with the original copy, if that notice is reasonably necessary to protect the Contractor's interest in any Pre-existing Materials contained in the custom Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

**License in Commercial Material.** As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense, is commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples include written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in the RFP Documents or as an attachment referenced in the RFP Documents, if that scope of license is different from the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor. Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material consists of trade secrets, then the State will

treat the material as confidential. In this regard, the State will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of this Contract with respect to the State's Confidential Information. Otherwise, the State will have the same rights and duties permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to the State.

For Commercial Software, the State will have the rights in items (1) through (6) of this section with respect to the software. The State will not use any Commercial Software except as provided in the six items below or as expressly stated otherwise in this Contract. The Commercial Software may be:

1. Used or copied for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred;
2. Used or copied for use in or with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative;
3. Reproduced for safekeeping (archives) or backup purposes;
4. Modified, adapted, or combined with other computer software, but the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions set forth in this Contract;
5. Disclosed to and reproduced for use on behalf of the State by support service Contractors or their Subcontractors, subject to the same restrictions set forth in this Contract; and
6. Used or copied for use in or transferred to a replacement computer.

Commercial Software delivered under this Contract is licensed to the State without disclosure restrictions unless it is clearly marked as confidential or secret. The State will treat any Commercial Software that is marked as confidential or secret as Confidential Information to the extent that such is actually the case.

#### **PART 4: REPRESENTATIONS, WARRANTIES, AND LIABILITIES**

**General Warranties.** The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) be in accordance with sound professional standards and the requirements of this Contract and without any material defects; and (2) unless otherwise provided in the RFP Documents, be the work solely of the Contractor. The Contractor also warrants that: (1) no Deliverable will infringe on the intellectual property rights of any third party; and (2) the Contractor's work and the Deliverables resulting from that work will be merchantable and fit for the particular purposes described in the RFP Documents.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) the Contractor has the right to enter into this Contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) the Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control; (4) the Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; (5) the Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State; and (6) the Contractor is not subject to any unresolved findings of the Auditor of State under Revised Code Section 9.24 and will not become subject to an unresolved finding that prevents the extension or renewal of this Contract.

The warranties regarding material defects, merchantability, and fitness are one-year warranties. All other warranties will be continuing warranties. If any portion of the Work fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed or must refund the amount of the compensation paid for such portion of the Work. The Contractor also must indemnify the State for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim is based on the modification or misuse. The State will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the

Contractor must do one of the following things: (1) modify the Deliverable so that it is no longer infringing; (2) replace the Deliverable with an equivalent or better item; (3) acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or (4) remove the Deliverable and refund the amount the State paid for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the State.

**Software Warranty.** If this Contract involves software as a Deliverable, then, on acceptance and for 12 months after the date of acceptance of any Deliverable that includes software, the Contractor warrants as to all software developed under this Contract that: (a) the software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation, the Contractor's Proposal, and the RFP Documents; (b) the software will be free of any material defects; (c) the Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code; and (d) the source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and (e) the software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software licensed from a third party that is incorporated into a Deliverable, and for which the State has not approved a separate license agreement governing that Commercial Software's warranties as part of the RFP process, the Contractor represents and warrants that it has done one of the following things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the State; or (c) fully disclosed in the RFP Documents any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, for Commercial Software that is incorporated into a Deliverable, the Contractor will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the RFP Documents (or any attachment referenced in the RFP Documents) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the State with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensee; (e) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

For purposes of the warranties and the delivery requirements in this Contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the software. However, the Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code must be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

**Equipment Warranty.** If any electrical equipment, mechanical device, computer hardware, telecommunications hardware, or other type of physical machinery ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for one year from the acceptance date of the Equipment that the Equipment will perform

substantially in accordance with specifications described in the RFP Documents, the user manuals, technical materials, and related writings published by the manufacturer for the Equipment. The foregoing warranties will not apply to Equipment that is modified or damaged after title passes to the State.

The Contractor must notify the State in writing immediately upon the discovery of any breach of the warranties given above.

The Contractor must do the following if any Equipment does not meet the above warranties:

- (a) Cause the Equipment to perform as required, or, if that is not commercially practicable, then;
- (b) Grant the State a refund equal to the amount the State paid for the Equipment or, if such has not been individually priced, the manufacturer's suggested retail price for the Equipment.

Except where the Contractor's breach of a warranty makes it not possible for the State to do so, the State will return the affected Equipment to the Contractor in the case of a refund under the previous paragraph.

**General Exclusion of Warranties. The Contractor makes no warranties, express or implied, other than those express warranties contained in this Contract.**

**Indemnity for Property Damage and Bodily Injury.** The Contractor must indemnify the State for all liability and expense resulting from bodily injury to any person (including injury resulting in death) and damage to tangible or real property arising out of the performance of this Contract, provided that such bodily injury or property damage is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or Subcontractors. The Contractor will not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the State, its employees, other Contractors, or agents.

**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 Total Implementation Costs. The limitations in this paragraph do not apply to any obligation of the Contractor to indemnify the State against claims made against it or for damages to the State caused by the Contractor's negligence or other tortious conduct.

## **PART 5: ACCEPTANCE AND MAINTENANCE**

**Standards of Performance and Acceptance.** There will be a period for performance testing of the completed Project. During the performance period, the State, with the assistance of the Contractor, will perform acceptance testing. The performance period will last up to 90 calendar days, during which time the Project must meet the standard of performance required by the RFP Documents for 30 consecutive calendar days. The performance criteria in the RFP Documents will be supplemented with the relevant user manuals, technical materials, and related writings, to the extent that the specifications in those writings supplement and refine rather than contradict the performance criteria in the RFP Documents. Acceptance of the Project depends on a successful completion of the performance period defined in this section and the RFP Documents. This section applies to the Project, and any part of it, as well as replacements or substitutes for the Project after completion of a successful performance period.

If the Project does not meet the standard of performance during the initial performance period, the State will give the Contractor details about the problems in a timely manner and in a useful and relevant form. Until the Contractor demonstrably corrects all outstanding problems, the second performance period will not start, and the State will not accept the Project (or part thereof). The second performance test will continue on a day-by-day basis until the standard of performance is met for a total of 30 consecutive

calendar days or until the 90-day performance period has ended without meeting the standard of performance.

If the Project fails to meet the standard of performance after 90 calendar days from the start of the second performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies the State may have under this Contract, the State may request a correction or replacement of the relevant portion of the Project.

The Project may have components that can be tested for acceptance individually. If that is so, there may be acceptance criteria listed on the RFP Documents for each part of the Project that will be independently tested and accepted. However, unless the RFP Documents expressly provide otherwise, the failure of any independently tested component to meet its acceptance criteria will give the State the right to reject the entire Project. Alternatively, if the State determines that it is in the State's interest to reject only the part of the Project that was independently and unsuccessfully tested, it may do so. If the State chooses this option, the State will be entitled to a refund or credit toward the Contractor's Fee equal to the cost of acquiring a replacement for the rejected component.

The acceptable level of performance for the Project will be 99.99%, unless otherwise specified in the RFP Documents. The performance level for the Project is computed by dividing the sum of the uptime by the number of working hours during the test time. "Uptime" means the total hours, rounded to the nearest quarter hour, during which all components of the Project are operational and all functions of the Project are available to its users. The number of "working hours" means the total number of working hours for the period during which the Project was scheduled to be available to its users. Uptime and downtime will be measured in hours and quarter hours.

The Project "downtime" is that period when any part of the Project is inoperable due to failure of the Project or a particular Deliverable to operate according to the specifications in the RFP Documents, the user documentation, or the published technical specifications. During a period of downtime, the State may use operable components of the Project when that will not interfere with repair of inoperable components of the Project. Downtime will start from the time the State notifies the Project Manager of the inoperable condition of the Project until the Project is returned in proper operating condition.

The Project will not be accepted until the performance period is complete.

Should it be necessary, the State may delay the start of the performance period, but the delay will not exceed 30 consecutive calendar days after the scheduled date for implementation of the Project. Such a delay will not be considered a suspension of work under the Suspension and Termination section of this Contract.

**Passage of Title.** Title to any Deliverable will pass to the State only on acceptance of the Deliverable. All risk of loss, regardless of the cause, will remain with the Contractor until title to the Deliverable passes to the State.

**Software Maintenance.** If this Contract involves software as a Deliverable, then, during the warranty period, as well as any optional maintenance periods that the State exercises, the Contractor must correct any material programming errors that are attributable to the Contractor within a reasonable period of time. However, the State must notify the Contractor, either orally or in writing, of a problem with the software and provide sufficient information for the Contractor to identify the problem.

The Contractor's response to a programming error will depend upon the severity of the problem. For programming errors that slow the processing of data by a small degree, render minor and non-mandatory functions of the System inoperable or unstable, or require users or administrators to employ workarounds to fully use the software, Contractor will respond to the request for resolution within four business hours. Furthermore, the Contractor must begin working on a proper solution for the problem within one business day, dedicating the resources required to fix the problem. For any defects with more significant consequences, including those that render key functions of the system inoperable or significantly slow

processing of data, the Contractor will respond within two business hours of notice. The Contractor also must begin working on a proper solution for the problem immediately after responding and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For software classified as Commercial Software in the Ownership of Deliverables section and for which the State has not signed a separate license agreement, the Contractor must acquire for the State the right to maintenance for one year. That maintenance must be the third-party licensor's standard maintenance program, but at a minimum, that maintenance program must include all, updates, patches, and fixes to the software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function (and, if applicable, the subject matter covered by the software) and to correct material defects in the software in a timely fashion. Additionally, the Contractor must obtain a commitment from the licensor to make maintenance available for the product for at least four years after the first year of maintenance. The Contractor also must obtain a commitment from the licensor to limit increases in the annual Fee for maintenance to no more than 7% annually. If the licensor is unable to provide maintenance during that five-year period, then the licensor must be committed to doing one of the following two things: (a) give the State a *pro rata* refund of the license fee based on a five-year useful life; or (b) release the source code for the software (except third party software) to the State for use by the State solely for the purpose of maintaining the copy(ies) of the software for which the State has a proper license. For purposes of receiving the source code, the State agrees to treat it as confidential and to be obligated to the requirements under the Confidentiality section of this Contract with respect to the source code. That is, with respect to the source code that the State gets under this section, the State will do all the things that the Confidentiality section requires the Contractor to do in handling the State's Confidential Information.

**Equipment Maintenance.** If this Contract involves Equipment as a Deliverable, then, upon Equipment delivery and for 12 months after acceptance, the Contractor must provide Equipment maintenance to keep the Equipment in or restore the Equipment to good working order. If the State exercises its right to any optional maintenance periods, the Contractor's obligations hereunder will extend to those periods as well. This maintenance must include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance must include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working condition. For purposes of this Contract, Equipment restored to good working condition means Equipment that performs in accordance with the manufacturer's published specifications and the RFP Documents.

The Contractor must exert its best efforts to perform all fault isolation and problem determination attributed to the Equipment covered under this Contract.

The following services are outside the scope of this Contract:

- a. Maintenance to bring the Equipment into compliance with any law, rule, or regulation if such law, rule, or regulation was not in effect on the acceptance date.
- b. Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from casualty or the State's misuse of the Equipment, damage resulting from improper packing or failure to follow prescribed shipping instructions (if such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as described or included in the Contractor's Proposal, or causes other than ordinary use of the Equipment.
- c. Furnishing supplies or accessories, making specification changes, or adding or removing approved accessories, attachments, or other devices.

- d. Maintenance or any increase in maintenance time resulting from any maintenance or inappropriate connection to other equipment (not done by the Contractor) that results in damage to the Equipment.
- e. Activities required to restore the Equipment to good operating condition if the problem has resulted from someone other than Contractor's authorized service personnel repairing, modifying, or performing any maintenance service on the Equipment.

**Equipment Maintenance Standards.** This section applies if Equipment will be a Deliverable under this Contract.

The Contractor must complete all remedial Equipment maintenance within eight business hours after notification by the State that maintenance is required. In the case of preventative maintenance, the Contractor must perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed or substitute equipment provided within eight hours after notification by the State, the Contractor will be in default.

All maintenance also must meet any standards contained in the RFP Documents. Failure of the Contractor to meet or maintain these requirements will provide the State with the same rights and remedies specified elsewhere in the RFP Documents for default, except that the Contractor will only have eight hours to remedy the default.

The Contractor must provide adequate staff to provide the maintenance required by this Contract.

**Equipment Maintenance Continuity.** This section applies if Equipment will be a Deliverable under this Contract.

If the Contractor is unable to provide maintenance services to meet the State's ongoing performance requirements for Equipment delivered under this Contract, and if, in the State's sole opinion, the Contractor is unlikely to resume providing warranty services that meet the State's ongoing performance requirement, the Contractor will be in default. The State then will be entitled to the remedies in the default section of this Contract. However, the State will also be entitled to the following items from the Contractor: (a) all information necessary for the State to perform the maintenance, including logic diagrams, maintenance manuals and system and unit schematics, as modified by the Contractor; and (b) a listing of suppliers capable of supplying necessary spare parts.

Any information in items (a) and (b) above that is rightfully identified by the Contractor as confidential information will be maintained in confidence by the State, except where disclosure to a third party is necessary for the State to continue the maintenance. However, any third party to whom disclosure is made must agree to hold such proprietary information in confidence and to make no further disclosure of it. Further, any such confidential information will be used solely to perform the Contractor's maintenance obligations hereunder and will be returned to the Contractor upon completion of such use.

**Principal Period of Maintenance (General).** This section applies if software or Equipment will be a Deliverable under this Contract.

The Contractor must make maintenance available 24 consecutive hours daily, Monday through Sunday, 365 days each year, including all legal holidays. Travel time and expenses related to remedial and preventive maintenance will not be considered billable but will be included in the Contractor's firm, fixed Fee for the Project during the warranty period and a part of the annual maintenance Fee during later annual maintenance periods.

**Maintenance Access (General).** This section applies if software or Equipment will be a Deliverable under this Contract.

The Contractor must keep the Project in good operating condition during the warranty period and any annual maintenance period during which the State contracts for continued maintenance. The State will provide the Contractor with reasonable access to the Project to perform maintenance. All maintenance that requires the Project to be inoperable must be performed outside the State's customary working hours, except when the Project is already inoperable. Preventive or scheduled maintenance will be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

**Key Maintenance Personnel (General).** This section applies if software or Equipment will be a Deliverable under this Contract.

The Contractor must identify all key people responsible for providing maintenance on the Project, furnish the State with a means of identifying these people, furnish the State with their credentials, and notify the State at least 30 calendar days in advance of any reductions in staffing levels of key people at the office serving the State.

## **PART 6: CONSTRUCTION**

**Entire Document.** This Contract is the entire agreement between the parties with respect to its subject matter and supersedes any previous statements or agreements, whether oral or written.

**Binding Effect.** This Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.

**Amendments – Waiver.** No change to any provision of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms. Waivers must be in writing to be effective, and either party may at any later time demand strict performance.

**Severability.** If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity.

**Construction.** This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

**Headings.** The headings used herein are for the sole sake of convenience and may not be used to interpret any section.

**Notices.** For any notice under this Contract to be effective, it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorized to be made orally.

**Continuing Obligations.** The terms of this Contract will survive the termination or expiration of the time for completion of Work and the time for meeting any final payment of compensation, except where such creates an absurdity.

**Time.** Unless otherwise expressly provided, any reference in this document to a number of days for an action or event to occur means calendar days, and any reference to a time of the day, such as 5:00 p.m., is a reference to the local time in Columbus, Ohio.

## **PART 7: LAW AND COURTS**

**Compliance with Law.** The Contractor must comply with all applicable federal, state, and local laws while performing under this Contract.

**Drug-Free Workplace.** The Contractor must comply with all applicable state and federal laws regarding keeping a drug-free workplace. The Contractor must make a good faith effort to ensure that all the Contractor's Personnel, while working on State property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

**Conflicts of Interest.** None of the Contractor's Personnel may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor may not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Work to acquire an interest in anything or any entity under the Contractor's control, if such an interest would conflict with that official's or employee's duties. The Contractor must disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. And the Contractor must take steps to ensure that such a person does not participate in any action affecting the work under this Contract. But this will not apply when the State has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

**Ohio Ethics Law and Limits on Political Contributions.** The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. The Contractor also certifies that all applicable parties listed in Ohio Revised Code Section 3517.13 are in full compliance with Ohio Revised Code Section 3517.13.

**Governing the Expenditure of Public Funds on Offshore Services.** The Contractor affirms to have read and understands Executive Order 2011-12K and must abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Contractor agrees to complete the attached Executive Order 2011-12K Affirmation and Disclosure Form which is incorporated and becomes a part of this Agreement.

**Security and Safety Rules.** When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies, and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

**Unresolved Finding for Recovery.** If the Contractor was subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on the date the parties sign this Contract, the Contract is void. Further, if the Contractor is subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on any date on which the parties renew or extend this Contract, the renewal or extension will be void.

**Equal Employment Opportunity.** The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found via the Ohio Business Gateway website at <http://business.ohio.gov/efiling>.

**Injunctive Relief.** Nothing in this Contract is intended to limit the State's right to injunctive relief, if such is necessary to protect its interests or to keep it whole.

**Assignment.** The Contractor may not assign this Contract or any of its rights or obligations under this

Contract without the prior, written consent of the State. The State is not obligated to provide its consent to any proposed assignment.

**Governing Law.** This Contract will be governed by the laws of Ohio, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

**Use of MBE and EDGE Contractors.** The State encourages the Contractor to purchase goods and services from Minority Business Enterprises (MBE) and Encouraging Diversity, Growth and Equity (EDGE) Contractors.

**Delegation of Authority.** State and federal laws generally limit the Ohio Broadcast Educational Media Commission's ability to delegate certain decisions and functions to a Contractor, including but not limited to: (1) policy-making authority, and (2) final decision-making authority on the acceptance or rejection of contracted services.

**Attachment 5: Sample Contract**

**A CONTRACT BETWEEN  
THE DEPARTMENT OF ADMINISTRATIVE SERVICES  
ON BEHALF OF THE**

\_\_\_\_\_  
**AND**

\_\_\_\_\_  
**(CONTRACTOR)**

**THIS CONTRACT**, which results from RFP #0Axxxx, entitled <PROJECT NAME> Project, is between the State of Ohio, through the Department of Administrative Services, on behalf of the <AGENCY NAME>, and \_\_\_\_\_ (the "Contractor").

This Contract consists of:

1. The one page Contract (Attachment Five) in its final format; and
2. The State's <PROJECT NAME> Negotiated Contract dated MONTH, DAY, 201x which includes the referenced RFP, and the Best and Final Offer (BAFO).

The Contract is the result of agreed upon changes to the RFP its attachments and supplements including any written amendments to the RFP, any materials incorporated by reference in the RFP, the Contractor's Proposal, and written, authorized amendments and clarifications to the Contractor's Proposal. It also includes any purchase orders and Change Orders issued under the Contract.

Change Orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

This Contract has an effective date of the later of \_\_\_\_\_, 201x, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

**TO SHOW THEIR AGREEMENT**, the parties have executed this Contract as of the dates below.

CONTRACTOR

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES

**SAMPLE - DO NOT FILL OUT**

By: \_\_\_\_\_

By: Robert Blair

Title: \_\_\_\_\_

Title: Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment 6: Sample Deliverable/Milestone Submittal Form**

<b>Client Name:</b>	<b>[Insert Client Name]</b>
<b>Project Name:</b>	<b>[Insert Project Name]</b>
<b>Contract Number:</b>	<b>[Insert Contract Number]</b>
<b>Deliverable To Be Reviewed or Milestone Attained:</b>	<b>[Insert Deliverable/Milestone Name and Work Breakdown Structure Task #]</b>
<b>Date Deliverable Submitted for Review or Milestone Achievement Date:</b>	<b>[Insert Applicable Date]</b>

The **[insert Deliverable/milestone name]** Deliverable/milestone is complete. This Deliverable/milestone has been completed/attained by **[insert Corporate name]** in accordance with the requirements specified in the RFP and Project Plan. Please obtain signatures below indicating the compliance of **[insert Deliverable/milestone name]**. Please obtain all signatures within **XX** calendar days of the Submitted or Achievement Date, above, **[insert date XX calendar days from submitted date]**.

Please contact \_\_\_\_\_ at **XXX-XXX** with any questions.

Sincerely,

**[Insert Company Name]**  
**[Insert Project Name] Project Manager**

\_\_\_\_\_  
**Printed Name**  
**Contractor Project Manager**  
 {Same as person signing above}

<p><b>COMPLIANT:</b>                  Deliverable Payment Authorized:    Yes _____ No _____ N/A _____</p> <p>_____</p> <p><b>Signature of State Project Representative/Date</b></p>
---

<p><b>NOT COMPLIANT:</b>                  Describe reason(s) for non-compliance:                  (Continue on back if necessary)</p> <p>_____</p> <p><b>Signature of State Project Representative/ Date      Payment <u>Not</u> Authorized</b></p>
---

**Attachment 7: Offeror Certification Form**

1. The Contractor is not currently subject to an “unresolved” finding for recovery under Revised Code Section 9.24, and the Contractor will notify the Procurement Representative any time it becomes subject to such a finding before the award of a Contract arising out of this RFP.
2. The Contractor certifies that it will not and will not allow others to perform work for the State of Ohio outside the geographic limitations contained in Attachment Two or take data that belongs to the State of Ohio outside the geographic limitations contained in Attachment Two without express written authorization from the State.
3. The Contractor certifies that its responses to the following statements are true and accurate. The Contractor’s answers apply to the last seven years. Please indicate Yes or No in each column.

Yes/No	Description
	The Contractor has had a contract terminated for default or cause.
	The Contractor has been assessed any penalties in excess of \$10,000.00, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity).
	The Contractor was the subject of any governmental action limiting the right of the Contractor to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The Contractor, any officer of the Contractor, or any owner of a 20% interest or greater in the Contractor has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Contractor, any officer of the Contractor, or any owner with a 20% interest or greater in the Contractor has been convicted of a felony or is currently under indictment on any felony charge.

4. If the answer to any item above is affirmative, the Contractor must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Contractor from consideration, at the sole discretion of the State, such an answer and a review of the background details may result in a rejection of the Proposal. The State will make this decision based on its determination of the seriousness of the matter, the matter’s possible impact on the Contractor’s performance under the Contract, and the best interest of the State.
5. The Contractor certifies that neither it nor any of its people that may work on or benefit from the Contract through the Contractor has a possible conflict of interest (e.g., employed by the State of Ohio, etc.) other than the conflicts identified immediately below:

<b>Potential Conflicts (by person or entity affected)</b>

**(Attach an additional sheet if more space is needed.)**

**Attachment 7: Offeror Certification Form**

6. The State may reject a Proposal in which an actual or apparent conflict is disclosed. And the State may cancel or terminate the Contract for cause if it discovers any actual or apparent conflict of interest that the Contractor did not disclose in its Proposal.
7. The Contractor certifies that all its and its Subcontractors' personnel provided for the Work will have a valid I-9 form on file with the Contractor or Subcontractor, as appropriate, and will have presented valid employment authorization documents, if they are not United States citizens.
8. The Contractor certifies that its regular, fulltime employees will perform at least 30% of the Work.
9. The following is a complete list of all Subcontractors, if any, that the Contractor will use on the Work, if the State selects the Contractor to do the Work:

<b>List of Subcontractors</b>	

10. The Contractor certifies that it has obtained and submitted a Subcontractor letter, as required by Attachment Three, for each Subcontractor it plans to use to do the Work.
11. The Contractor certifies that that any MBE and/or EDGE program participants will provide necessary data to ensure program reporting and compliance.

Please provide the following information for a contact person who has authority to answer questions regarding the Contractor's Proposal:

<b>Contractor Contact Information</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Mailing Address:</b>	
<b>Office Phone Number:</b>	
<b>Cell Phone Number</b>	
<b>Fax Number:</b>	
<b>Email Address:</b>	

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Company D-U-N-S Number:** \_\_\_\_\_



## **Attachment 9: Personnel Profile Summary**

### **Personnel Profile Summary Instructions**

#### **Candidate References**

In the Candidate Reference sections, the offeror must provide three references for which the proposed candidate has successfully demonstrated work in broadcast and/or professional media technology, within the past five years. The name of the person to be contacted, phone number, company, address, brief description of work size and complexity, and date (month and year) of employment must be given for each reference. These references must be able to attest to the candidate's specific qualifications.

The candidate reference given must be a person within the client's organization and not a co-worker or a contact within the Contractor's organization. If fewer than three references are provided, the offeror must explain why. The State may disqualify the Proposal if less than three references are given.

#### **Candidate Education and Training**

In the Candidate Education and Training section, list the education and training of the candidate and demonstrate in detail the candidate's ability to properly execute the Contract based on the relevance of the education and training to the requirements of the RFP.

Resumes may be provided, however they do not preclude the completion of the Personnel Profile Summary section of the RFP.

**The Candidate References and Candidate Education and Training sections must be completed for each key team member.**

### Attachment 9: Personnel Profile Summary

#### Candidate References

[This form should be duplicated as necessary to provide a total of 3 reference projects for each key team member.]

<b>Candidate's Name:</b>	
<b>Staff Position:</b>	
<b>Client Company Name:</b>	
<b>Client Company Address:</b>	
<b>Client Contact Name:</b>	
<b>Client Contact Title:</b>	
<b>Phone Number:</b>	
<b>Email Address:</b>	
<b>Work Name:</b>	
<b>Begin Date of Employment: &lt; MM/YY &gt;</b>	<b>End Date of Employment: &lt; MM/YY &gt;</b>
<p><b>Provide a description of services provided that are in line with those to be provided as part of the Work.</b></p>    	
<p><b>Describe how the client work size and complexity are similar to the Work.</b></p>    	



**Attachment 9: Personnel Profile Summary**

**CANDIDATE REQUIREMENTS  
(Experience and Qualifications)**

**PROJECT MANAGER**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** The Project Manager must have three years of experience managing projects of similar level of complexity and size in broadcast and/or professional media technology.

<b>Client Company Name:</b>	
<b>Client Company Address:</b>	
<b>Client Contact Name:</b>	
<b>Client Contact Title:</b>	
<b>Phone Number:</b>	
<b>Email Address:</b>	
<b>Work Name:</b>	
<b>Begin Date of Employment: &lt; MM/YY &gt;</b>	<b>End Date of Employment: &lt; MM/YY &gt;</b>
<b>Provide a description of services provided that are in line with those to be provided as part of the Work.</b>	
<b>Describe how the client work size and complexity are similar to the Work.</b>	

**\*\*\* COPY THIS FORM AS MANY TIMES AS NEEDED \*\*\***

**Attachment 9: Personnel Profile Summary**

**CANDIDATE REQUIREMENTS  
(Experience and Qualifications)**

**PROJECT MANAGER**

**Candidate's Name:**

**Requirement:** Professionals certified by the Project Management Institute as a Project Management Professionals (PMP) are preferred.

Provide certification verification.

**Attachment 9: Personnel Profile Summary**

**CANDIDATE REQUIREMENTS  
(Experience and Qualifications)**

**ENGINEER IN CHARGE**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** The Engineer in Charge must have a minimum of 5 years of experience in the design and integration of broadcast technology projects, including experience with call letter broadcast television systems. Experience must include digital HD and SD system design, playout system planning and design, media management, automation, broadcast traffic systems, and remote monitoring of broadcast facilities, broadcast/network playout servers, IT system design for broadcast media.

<b>Client Company Name:</b>	
<b>Client Company Address:</b>	
<b>Client Contact Name:</b>	
<b>Client Contact Title:</b>	
<b>Phone Number:</b>	
<b>Email Address:</b>	
<b>Work Name:</b>	
<b>Begin Date of Employment: &lt; MM/YY &gt;</b>	<b>End Date of Employment: &lt; MM/YY &gt;</b>
<b>Provide a description of services provided that are in line with those to be provided as part of the Work.</b>	
<b>Describe how the client work size and complexity are similar to the Work.</b>	

**\*\*\* COPY THIS FORM AS MANY TIMES AS NEEDED \*\*\***

**Attachment 10: Standard Affirmation and Disclosure Form**

**DEPARTMENT OF ADMINISTRATIVE SERVICES STANDARD AFFIRMATION AND DISCLOSURE  
FORM EXECUTIVE ORDER 2011-12K**

**Governing the Expenditure of Public Funds on Offshore Services**

All of the following provisions must be included in all invitations to bid, requests for proposals, State term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

The Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, the Contractor becomes the Contractor and affirms that both the Contractor and any of its Subcontractors will perform no services requested under this Contract outside of the United States. The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions, termination or a damages assessment. If the Contractor will not be using Subcontractors, indicate "Not Applicable" in the appropriate spaces.

<b>1.</b>	<b>Name/Principal location of business of Contractor:</b>	
	(Name)	(Address, City, State, Zip)
	<b>Name/Principal location of business of Subcontractor(s):</b>	
	(Name)	(Address, City, State, Zip)
	(Name)	(Address, City, State, Zip)
<b>2.</b>	<b>Name/Location where services will be performed by Contractor:</b>	
	(Name)	(Address, City, State, Zip)
	<b>Name/Location where services will be performed by Subcontractor(s):</b>	
	(Name)	(Address, City, State, Zip)
	(Name)	(Address, City, State, Zip)

**Attachment 10: Standard Affirmation and Disclosure Form**

**DEPARTMENT OF ADMINISTRATIVE SERVICES STANDARD AFFIRMATION AND DISCLOSURE  
FORM EXECUTIVE ORDER 2011-12K  
Governing the Expenditure of Public Funds on Offshore Services**

<b>3.</b>	<b>Location where State data will be stored, accessed, tested, maintained or backed-up, by Contractor:</b>	
	(Name)	(Address, City, State, Zip)
	<b>Name/Location(s) where State data will be stored, accessed, tested, maintained or backed-up by Subcontractor(s):</b>	
	(Name)	(Address, City, State, Zip)
	(Name)	(Address, City, State, Zip)
	(Name)	(Address, City, State, Zip)
<b>4.</b>	<b>Location where services to be performed will be changed or shifted by Contractor:</b>	
	(Name)	(Address, City, State, Zip)
	<b>Name/Location(s) where services will be changed or shifted to be performed by Subcontractor(s):</b>	
	(Name)	(Address, City, State, Zip)
	(Name)	(Address, City, State, Zip)

**Attachment 11: Cost Summary**

<b>PART ONE Service Deliverable Payment Milestones</b>	<b>% of the total service deliverable payment milestones</b>	<b>Cost</b>
<b>Task 1 – Project Management Plan – Contractor Service Deliverables:</b>		
Completion and Acceptance of Updated Project Plan	10%	\$
<b>Task 2 – Analysis, Design, and Development – Contractor Service Deliverables:</b>		
Completion and Acceptance of Preliminary Design Documents	10%	\$
Completion and Acceptance of Critical Design Documents	15%	\$
<b>Task 3 – Implementation – Contractor Service Deliverables:</b>		
Completion and Acceptance of Implementation Plan	15%	\$
Completion and Acceptance of Implementation Certification	20%	\$
<b>Task 4 – Testing – Contractor Service Deliverables</b>		
Letter Certifying System Has Successfully Completed Acceptance Testing	5%	\$
<b>Task 6 – Transition – Contractor Service Deliverables</b>		
Completion and Acceptance of Cutover to Live Services for all Payout Channels	15%	\$
<b>Task 7 – Final Acceptance and Certification – Contractor Service Deliverables</b>		
Final Acceptance and Certification by BEMC of Project Completion	10%	\$
<b>PART ONE - Total Service Deliverable Payment Milestones</b>	<b>100%</b>	<b>\$</b>

<b>PART TWO Equipment</b>	<b>% of the total equipment costs</b>	<b>Cost</b>
<b>Equipment List:</b>		
<i>Insert equipment here...</i>	<i>Initial Payment 90%</i>	\$
<i>Insert equipment here...</i>	<i>Remaining Payment</i>	\$
<i>Insert equipment here...add rows as needed...</i>	<i>10% at completion and acceptance of Task 6</i>	\$
<b>PART TWO - Total Equipment Costs</b>	<b>100%</b>	<b>\$</b>

**Attachment 11: Cost Summary**

PART THREE Materials and Supplies	Material and Supply Costs	Cost
<b>Materials and Supplies List:</b>		
<i>Insert materials and supplies here...</i>	100%	\$
<i>Insert materials and supplies here...</i>		\$
<i>Insert materials and supplies here... add rows as needed...</i>		\$
<b>PART THREE - Total Cost for Materials and Supplies</b>	<b>100%</b>	<b>\$</b>

SUMMARY	
<b>PART ONE - Deliverable Payment Milestones</b>	\$
<b>PART TWO - Equipment</b>	\$
<b>PART THREE - Materials and Supplies</b>	\$
<b>TOTAL NOT-TO-EXCEED FIXED COST</b>	\$

**OPTIONS:**

Optional Annual Support and Maintenance				
1st Full Year (begins at acceptance)	2nd Full Year	3rd Full Year	4th Full Year	5th Full Year
<b>INCLUDED</b>	\$	\$	\$	\$

Offerors should attach additional sheets describing levels of maintenance and support. The additional sheets should include detailed explanations of levels of support for the various components that make up the proposed system solution. Enter annualized costs in the table above.

Optional Functionality	Cost
<b>Logging System Option</b>	\$
<b>Archive System Option</b>	\$

Informational Pricing for Optional Functionality	Cost
<b>Disaster Recovery Option</b>	\$

### Supplement 1: System Solution Requirements

The following section **summarizes** minimum functional elements of the required playout platform (facilities) that must be provided for in full by the offerors proposed system solution.

<b>Minimum Functional Requirements of the System Solution</b>	
1	The solution must, at a minimum, provide playout services that supply all of the content currently received by the stations.
2	The solution must make it possible for any single stream, or all 41 supported streams across all stations, to be delivered from the NOC in a centralized operations topology.
3	The solution must allow the majority of streams to continue to operate in a centralized operation (including remote monitoring from the NOC of each station's air operation sampled at the station end).
4	The solution must allow a portion of the streams to continue traffic operations and automation on local servers at the station(s) combined with some feeds delivered from the NOC to the stations over the OARnet private 'WAN'.
5	The solution must allow for any and all content originated from the NOC to play out from the platform offerors provide for in the proposed system solution.
6	Ideally, the solution must provide playout engines based on a Channel in a Box (CIAB) approach.
7	The solution must provide an 'N+M' redundancy and a failover plan capable of maintaining full service in the event of no less than 10% of the capacity for both HD and SD being out of service at any one time.
8	The solution must allow for new automation for all playout related functions that are tightly coupled to the CIAB platform provided. This will include ingest, media timing, metadata functions, and movement of the content between ingest, the air platform, and the existing Harmonic MediaGrid nearline storage as appropriate to scheduled playbacks.
9	The solution must provide tight integration with existing station traffic systems over the WAN environment (all stations use Myers Data Systems ProTrack for traffic).
10	The solution must allow the ability to deliver content in the format as received from PBS, or other distributor, including pass through of DVS, surround sound, and the original video format including original aspect ratio as determined by the distributor.
11	The solution must allow the ability, stream by stream, to choose synthesized surround sound at the option of the receiving station.
12	The solution must integrate with Myers ProTrack Hub to aggregate and coordinate all record and playout traffic system communication between the stations and the NOC platform. The offeror must provide the software.
13	The solution must provide and integrate with a remote monitoring solution suitable for full centralized operation of all stations. The offeror must also install any needed hardware and software in each station to facilitate this function.
14	The solution must include the implementation of remote monitoring of transmitter remote control and monitoring over the WAN suitable to fully centralized operation (unattended at the stations). The solution must extend existing systems across the WAN and provide the environment for them to be monitored at the NOC.  (Offerors are not being asked to propose a design transmitter remote control system.)
15	The solution must include the implementation of a PBS NRT (Non Real Time) Station Services Platform (SSP) for delivery of essence and metadata to the NOC. This must be tightly coupled with the Myers ProTrack Hub.  (See Supplement 3: PBS NRT Terminal Description.)
16	The solution must interface to the existing MediaGrid for bulk storage of content.
17	The solution must interface to and provide control over the existing NOC routing systems as necessary to make each playout channel fully functional.

Minimum Functional Requirements of the System Solution	
18	<p>The solution must allow the NOC facilities the ability to manage and automate one or more playlist(s) which controls 10 outputs of the NOC Utah Scientific 400 router.</p> <p>(The Utah Scientific 400 router currently controls feeds which bypass the playout platform, originating in individual stations and destined to be delivered over the WAN bandwidth to other stations using existing MPEG 2 infrastructure.)</p> <p>BEMC may repurpose existing Myers ProTrack instances to create the playlist(s) that is the input to this process. Offerors are encouraged to offer any approach that produces the same result using another methodology that can be seamlessly incorporated into the modernized NOC.</p>
19	The solution must allow connection to existing MPEG 2 encoding and decoding systems as necessary, as well as supply of any additional transmission equipment needed to deliver the streams to the stations.
20	The playout platform solution proposed must be capable of a <i>future</i> expansion of capacity to no less than 55 channels without changes to the architecture of the systems. Capacity expansion must include the ability to expand automation and add more instances of traffic interface. It should be noted, there is no need to propose or provide beyond this requirement.
21	The playout platform solution proposed must be capable of the <i>future</i> inclusion of services that do not use linear playout, like VOD, and non-real time delivery to other platforms for media consumption.

Playout Channel Count					
Playout facilities for 11 HD channels including the following (all 1080i30 except for two 720p60):					
WBGU	1	WOSU	1	WPTD	2
WGTE	1	WOUB	1	WCET	1
WNEO	2	WVIZ	1	OGT	1
Playout facilities for 30 SD channels including the following:					
WBGU	2	WOSU	3	WPTD	8
WGTE	3	WOUB	4	WCET	4
WNEO	2	WVIZ	4	OGT	0

Affiliate Stations Locations	
WBGU	245 Troup Avenue, Bowling Green, Ohio 43403
WGTE	1270 South Detroit Avenue, Toledo, OH 43614
WNEO	1750 Campus Center Drive, Kent, OH 44240
WOSU	2400 Olentangy River Road, Columbus, OH 43210
WOUB	9 North College Street, Athens, OH 45701
WVIZ	1375 Euclid Avenue, Cleveland, OH 44115
WPTD	110 South Jefferson Street, Dayton, Ohio 45402
WCET	1223 Central Parkway, Cincinnati, OH 45214
OGT	The Ohio Statehouse, Room 013, Columbus, OH 43215

**High-Level Schedule/Milestone Expectations.** To provide guidance to offerors, BEMC believes the following timespans are potentially important to completing the project in a timely manner.

Task Name	Duration
<b>System Design</b>	<b>107 days</b>
Kick Off Meeting	2 days
System Design Phase	35 days
<b>Design Approval &amp; Design Frozen</b>	<b>0 days</b>
<b>Documentation</b>	<b>70 days</b>
Construction Documentation	20 days
Software Integration	70 days
<b>System Deployment</b>	<b>247 days</b>
Equipment Ordering & Delivery	70 days
Station Deployment	55 days
Northstar Deployment	60 days
Commissioning	20 days
Shadow Existing Streams	70 days
<b>Acceptance Testing</b>	<b>20 days</b>
Punch List	25 days
<b>Final Acceptance</b>	<b>7 days</b>
Project Completion	0 days

**Preservation of Future Capability Options.** Some portions of the current North Star Road NOC facility are suitable for extension well into the future and will be retained. Among those, is a large Harmonic® MediaGrid (scalable shared storage) which is capable of storing approximately 500 terabyte (TB) of content. In addition most or all of the transmission compression, routing, and satellite reception equipment will be retained and incorporated into the modernized facility.

To the extent possible, BEMC seeks offers which will preserve the ability of the North Star Road NOC to deliver services beyond the linear streams currently required. To do so will require creative solutions which have the ability to respond to changing business needs and technology options. As a result BEMC strongly believes that a purely baseband replacement of the current facility would not serve its interests. BEMC recognizes the transition from baseband uncompressed video streams to a facility fully embracing delivery of compressed content over IT based platforms is challenging. However, it's strongly believed that this modernization project must attempt to be responsive to change which is inevitable. The expected solutions offered may have some elements of baseband technology to accommodate live feeds and delivery over existing MPEG 2 transmission equipment which has baseband inputs. However, delivery from the playout platform to IP distribution is preferred. Offerors that propose an IP delivery approach must demonstrate that the signals will be able to be received at the stations exactly as they are today.

**Preferred Solutions.** BEMC does not wish to specify a list of hardware intended to satisfy the requirements. Instead, the intent of BEMC is to provide minimum specifications for functionality which offerors must supply. This is a complete service RFP and offerors will be required to supply, install, interface, and debug all hardware and software systems. Offerors must also provide supervision of the cutover from existing hardware and software systems to the new platforms and workflow. Approval will only be provided for the delivery of a completely working system.

After careful consideration, BEMC feels strongly that solutions making maximum use of software virtualization, Service Oriented Architecture (SOA) (particularly the Framework for Interoperable Media Service (FIMS), and potentially cloud-based computing solutions are preferable for preserving maximum flexibility in the future. It is important to note that minimizing capital costs with purely service offerings while returning high yearly operating costs may not be acceptable.

**Virtualization.** After careful study, BEMC believes that the ability to add future services, such as linear playout or nonlinear delivery of content, is enhanced by moving to playout engines that operate in a virtualized hardware environment using COTS IT technology. BEMC recognizes that this part of the industry is very new and in some cases may require graphics rendering capability not available in fully virtualized software environments. It is desirable to have offers which approach, as completely as possible, a virtualized environment to provide for new services and also for managing redundancy in the platform provided.

**SOA and FIMS.** Additionally, to the extent possible, BEMC believes that management of the workflow should use SOA and the FIMS (Standard developed jointly by the European Broadcasting Union and the Advance Media Workflow Association) when appropriate. Proprietary software managing the systems is acceptable however offers with standardized interfaces may be scored higher.

**Cloud-Based Services.** BEMC is aware of recent product introductions that use cloud-based computing for some portions of systems compatible with its goals. To be acceptable, responses utilizing cloud computing, or other service offerings which cannot be installed in the BEMC NOC facility or facilities owned by State of Ohio related agencies interconnected to the NOC (i.e., a 'private cloud' solution), must include a minimum of 5 full years of service in response to the RFP, with no additional annual operating expenses.

**General System Elements and Requirements.** The following section provides detail to offerors regarding functional, technical and/or business elements of the required playout platform (facilities) that must be provided for in full by the offerors proposed system solution. Review this section carefully and completely. Offeror responses that do not respond to or reflect the desired requirements of BEMC may be eliminated from further consideration. Offerors proposed system solution must address all of the requirements of BEMC in order to be acceptable by the State.

<b>General System Elements and Requirements of the System Solution</b>
<p><b>Traffic Interface</b></p> <p>Each playout channel shall be controlled by automation supplied as part of the project. All automation channels must interface with Myers Information Systems, Incorporated, ProTrack TV traffic systems. ProTrack TV traffic systems mentioned herein are located at the stations, not at the North Star Road NOC facility.</p> <p>The Contractor will be responsible for providing all necessary interfaces to bring the station(s) playlist to the NOC using Broadcast Exchange Format (BXF) to communicate the data, and to return the log to the stations for reconciliation using BXF as well.</p> <p>In addition, the Contractor shall supply and fully interface a single instance of a ProTrack Hub configuration at the NOC to aggregate media requests and provide interface to the supplied automation system.</p>
<p><b>Automation</b></p> <p>Proposed system solution must provide full playout automation for all 41 channels provided.</p> <p>Operator interfaces must be fully explained, and screen capture stills of all operator screens should be provided in sufficient detail to see all text on screen.</p> <p>It is acceptable to have a dynamic display showing all automation channels in summary form, but able to show channels at a higher resolution and larger size with 'exceptions' (missing media, media which failed to cue, etc).</p> <p>Secondary events must be supported to enable graphics insertion, audio over functionality, and</p>

## General System Elements and Requirements of the System Solution

other common playout channel capability.

Communication between the playout platform automation and ProTrack Hub shall use SMPTE BXF in a fully live mode (individual events in the playlist can be changed without loading a new list).

### Interface to PBS NRT

Proposed system solution must fully interface with a PBS NRT Station Services Platform (SSP) that will be supplied by BEMC. The SSP receives content delivered via satellite from PBS in Alexandria and provides the ability to heal files received with errors.

Metadata related to the content is parsed upon delivery and will be made available locally at the NOC to the ProTrack Hub system.

When requests are made by stations to move content cached in the SSP to the primary air storage platform, a transcode operation is initiated followed by a request to move a copy of the content to the central playout storage. Through communication between ProTrack and automation, the content is then available for air. (See Supplement 3: PBS NRT Terminal Description.)

### Future PBS 'v6' Delivery

PBS has been planning for a replacement of its current NRT delivery system when current contracts for satellite services are due to expire (Q3/2016). The details of that replacement are not known at this time with sufficient precision to definitively say how they might affect this project; however BEMC expects the impact to be minor.

BEMC will ask the Contractor to advise it as plans for NRT replacement advance during the design and development of the system.

If offerors have opinions about PBS 'v6' delivery plans which might impact this project, they should indicate them in the proposal response. Offerors should in no way disclose any confidential information restricted by agreement with PBS or others related to the V6 RFP PBS has issued.

### File Transfers to/from Stations and NOC

Interstitial content and programming will be delivered via FTP, or other means, from the stations and OGT, to the central storage system at the NOC.

The proposal must include a description as to how content will be discoverable by traffic and automation if it is delivered via manually initiated file transfers. Similarly, though not directly affecting air operations at the NOC, BEMC expects file transfers between stations and OGT which bypass the NOC and NOC storage using the same WAN.

This project does not require offeror to facilitate transfers between stations. However, as part of the proposal response, offerors should make recommendations about file formats for sharing content in these ways, and describe how, and where, file transcode operations will be necessary to make the system offers propose, work in the most seamless fashion with files from all sources (e.g. PBS, stations, other program distributors).

### NOC Operations Area

The BEMC NOC has an operations console supporting the current operation. It is anticipated that a new operations area may need to be established during the build of the new playout platform and shadow operations period.

Offerors must provide the design and fabrication of an operations console suitable for monitoring and controlling all channels, including automation screens, and the technical

## General System Elements and Requirements of the System Solution

monitoring equipment needed to monitor transport streams at the NOC and at the stations, and transmitter remote controls as appropriate to each station.

The operations console must include the ability to control software panels for routing switchers at each station that will be used for selecting monitoring feeds delivered from the stations to the NOC. Possible locations for this new operations console have been identified and will be shown to offerors during the Mandatory Pre-Proposal Conference at the BEMC offices in Columbus, Ohio.



Figure 2 Existing BEMC NOC Operations Area

The NOC operations area must be equipped to permit personnel to verify the presence and accuracy of captions including the accurate placement of captions as per the recent Federal Communications Commission (FCC) Notice of Proposed Rulemaking (NPRM). Loudness measurement on all outputs must be available and loudness that is outside of acceptable tolerances must create an alarm that will draw an operator's attention to the fault.

The monitoring solution provided in NOC operations area must display the outputs of the monitoring system at each station provided as part of this RFP, including outbound streams from the NOC, and return feeds from the stations.

Satellite feeds from PBS must be monitored full-time.

Each of the 41 output channels must be monitored full-time.

The NOC Operators must have access to waveform monitors that can be routed across all monitored feeds.

MPEG syntax monitoring must monitor and alarm from any of the bit streams available.

Proposed alterations to the operations console must allow for an existing general purpose computer for normal office communications.

### Remote Monitoring Solution

A proposed solution must provide the BEMC NOC remote monitoring from all stations. The result of the solution must be standardized across stations, but may vary in station level implementation due to differing hardware. The intent of BEMC is to provide one real-time output that can be fed via existing MPEG2 transmission equipment to the NOC through the station's routing system. That single output will need to be remote controlled from the NOC using a software control panel. The proposed solution must provide any needed interface to permit this router control. Using that output, the NOC must be able to select any available signal for high quality monitoring.

Recommendations for enhancements that provide better views into the station are encouraged. Proposed recommendations should explain the extent of station monitoring in detail. (For instance vendors might offer to generate a single screen with four signals (quad split) to make monitoring more efficient. Default monitoring selection of failed signals might also be provided.)

## General System Elements and Requirements of the System Solution

Critical feeds for the proposed system solution must be monitored. Checking for signal integrity (audio, video, and captions) would in principal be done this way. BEMC expects proposals will, at a minimum, monitor the following:

- Each on air stream (for instance 3 SD and 1 HD output to ATSC transmission);
- All Incoming real time feeds from the NOC;
- Station transmitter remote control system; and
- MPEG monitoring of ATSC transport stream.

In addition to the above, BEMC expects the proposed system solution will allow for the full ATSC transport stream to be returned via IP delivery over the WAN to the NOC, where at least two decoders can be switched among the various feeds for trouble shooting purposes.

### Communications

Proposed system solution must include a matrix intercom system that connects via VoIP to all locations (the OETS, OGT and the NOC).

The location of the panels in the individual stations will be determined by each station. At the NOC panels for the following locations must be provided:

- Three (3) at the operations console in the NOC; and
- Two (2) in the rack area in the NOC.

Communication must be possible with all stations at once on a single button, or any single panel should be able to speak to any other.

The ability to interface with analog and digital intercom systems at the station end is desired. Offerors must explain fully the capability to make such connections.

### Packaged Stream Delivery Equipment

BEMC utilizes MPEG-2 encoders for delivery of both HD and SD content to the stations. MPEG-2 encoders are also utilized for returning HD and SD content from stations to the NOC, where it can be routed to other stations, or can be recorded on the existing storage platform.

The proposed system solution must repurpose these delivery channels, as appropriate, in the transition to the new distribution platform.

Offerors will be required to provide a plan showing how they will repurpose delivery channels, as appropriate, in the transition to the new distribution platform.

If the new playout platform can provide transport streams directly to the network, thus reducing or eliminating the necessity to repurpose existing encoders, that should be clearly noted in the offerors response.

Information including all encoding parameters (compression standard, scanning standards supported, sample grid supported (4:2:2, 4:2:0, 4:4:4), number of audio channels and audio coding supported, bit rate, bit depth, etc.) must be provided by offerors in response to the RFP.

Additionally, it is critical that offerors identify what additional decoders or encoders they will be supplying in response to the RFP, and provide for adequate spares for maintaining the system at full capacity.

In addition of the NOC to station links, the proposed system solution must accommodate both full-time monitoring of one full bandwidth signal from each station to the NOC, as well as a program delivery channel (capable of both SD and HD delivery) from the station to the NOC.

<b>General System Elements and Requirements of the System Solution</b>
<p>The NOC monitoring systems must also be capable of streaming a monitoring feed from the NOC to the stations to be used during troubleshooting at the station in collaboration with NOC personnel.</p>
<b>NOC infrastructure</b>
<p>The NOC currently has frame synchronizers on all satellite receivers and contribution links, while utilizing embedded audio for all HD services and discrete audio for SD services.</p>
<p>The proposed system solution playout platform must be capable of live content on every channel. It is acceptable for offerors to propose the reuse of these SD and HD frame synchronizers to facilitate live feeds.</p>
<p>Though the existing router (Utah Scientific Model 400) is adequate for the system envisioned after modernization, offerors are permitted, although not specifically encouraged, to propose additional routing as necessary to make their proposed system fully functional.</p>
<b>Existing MediaGrid Storage Platform</b>
<p>BEMC desires to use an existing Harmonic MediaGrid as the nearline bulk storage platform for the NOC, as they do today. In the current system, a Harmonic Media Spectrum server platform is used for playout. It will be retired from use after completion of the modernization project. However, the Harmonic MediaGrid will continue to be used into the future.</p>
<p>The Harmonic MediaGrid is approximately 471 TB in capacity, and as used, after replication of content on the storage, it provides 235 TB of usable space. It is approximately 52% full. Content is stored as both SD and HD files. The currently content include 25,182 files in various formats.</p>
<p>Offerors must explain how the proposed system solution will interface with the Harmonic MediaGrid and what restrictions use will place on the overall approach.</p>
<b>File QC</b>
<p>Offerors must provide a product capable of automated checking of content as it is ingested, including content transferred via WAN from stations, or LAN as in delivery from the PBS NRT SSP.</p>
<p>Offerors must explain operational aspects of utilizing automated file QC technology, and provide a list of tests the software makes on content.</p>
<b>Transcoding Existing Content</b>
<p>If the proposed playout platform will require existing content to be transcoded or rewrapped, offerors must provide a plan for the migration of content that will not make the content unavailable for use during the cutover period when some channels may be operating from the new platform while others are still operating from the existing platform.</p>
<b>Media ID</b>
<p>BEMC recognizes that a common playout platform will require common media IDs to be used by all stations. Offerors must provide a strategy and methodology for changing the media IDs on existing content to be ready for use in the new playout platform.</p>
<b>File Interchange between Stations/NOC</b>
<p>It is expected that after completion of this project, stations will utilize file transfer for delivery of content to other stations on the WAN more heavily than in the past.</p>
<p>BEMC also recognizes that utilizing a standardized format (wrapper and essence/metadata) for file interchange is an appropriate way to manage the complexity of variables each station faces.</p>
<p>Offerors must specify which format they would recommend for interchange and how that can</p>

## General System Elements and Requirements of the System Solution

be implemented most efficiently across the entire network.

BEMC believes there may be merit to standardizing on AS-03/PBS to remain compatible with files transferred into the SSP by PBS.

### Required Playout Platform functionality

The proposed system solution playout platform must, at a minimum, be capable of all customary master control functions including switching, mixing, audio over/under, and emergency message keying.

Two variations of requirements shall be provided:

1. For all HD channels in addition to the above each channel must provide 2D squeeze back with graphical background, minimum of two independent keyed overlays. Graphics must be template-based and be capable of being activated by traffic system commands, which include text to be filled into templates. Audio only clips must be possible and must be stored for recall by traffic. An additional identification 'bug', with animation capability must be available on all channels.
2. SD channels must have the same capabilities except that no squeeze back capabilities are required and two keys in addition to the identification bug is required.

Graphics creation and management software must be part of the provided system solution. If graphics can be created in other common platforms (i.e. Adobe Creative Suite or others) offerors must describe how graphics templates are created and managed, and how content is delivered to playout channels when called for in playlists from ProTrack.

BEMC expects all playout channels to have local storage for content and software. Offerors must describe how their system will perform in the event the bulk content store is unavailable, or if links between the playout channel and traffic/automation are not available for a period of time.

It is highly desirable that each individual channel continue to play out for eight hours without connection to supporting systems.

### Supported Formats

All playout channels for the proposed system solution must be capable of the following internationally recognized standards:

- 1080i30 – Interlace 60 field per second HDTV
- 720p60 – Progressive 60 frame per second HDTV
- 483i30 – Interlaced 60 field per second SDTV

Each playout time line must be capable of sequentially playing back any of these formats, back to back, with no restrictions. (If this is not possible offerors must explain how they would work around this requirement.)

Offerors must describe how multiple compression types can be played by the playout platform they have proposed. In particular, native support for MPEG2, AVC, and AS-03/PBS files are highly desirable.

Offerors must also provide information regarding the addition of other compression formats in the future, including H.265 as both input and output format.

It is desirable that each playout channel be capable of both IP and baseband video (S259 and S292) playback simultaneously. Offerors must explain how they would transition to IP playback

### **General System Elements and Requirements of the System Solution**

if it is not part of the initial proposed system solution. If the proposed system solution does not have baseband outputs, offerors should detail how baseband monitoring and distribution can be accommodated to achieve a complete system.

#### **Redundancy**

The proposed system solution must support 41 full-time channels and must be provided with adequate on line 'hot' spare playout channels to insure that software and hardware updates, channel failure, or other events do not prevent maintaining the full capability of the system.

Offerors must propose a methodology to insure continuity of service to all outputs. This could take the form of a minimum number of SD and/or HD channels capable of being inserted in any service output in the event of an interruption of service, preferably on an automated basis. In such a case, the playlist and content for the failed or unavailable channel shall be duplicated on a redundant channel and the replacement channel switched into the outgoing service with a minimum of human interaction.

Offerors may also propose other strategies, including 'warm spares' which require more human interaction, or 'cold spares' on a shelf.

Offerors must fully describe how their redundancy strategy will operate and provide a prediction of the system availability specifications based on demonstrable metrics if possible. Offerors that propose automated channel replacement will be scored higher than those that don't.

This RFP does not specify the minimum number of redundant channels, however, offerors proposing less than 2 redundant HD channels and 3 redundant SD channels must explain how their proposed solution will adequately protect the integrity of air operations.

#### **Ingest**

Offerors must describe how content that exists today on recorded media, including videotape and disk storage will be ingested into the playout platform and the workflow needed to deliver it to the Harmonic MediaGrid storage platform. Content may also be acquired from live baseband feeds, satellite (either single or multi-program streams), or as file transfers.

Offerors must describe the ingest process their system provides, including timing of content, ingest and creation of metadata, storing content and moving it to the appropriate storage platform, and interfacing with traffic to insure all content is available to air operations.

The proposed system solution must supply the ability to record 12 simultaneous feeds with at least 8 being HD capable.

#### **Location of ATSC Encoders**

This RFP does not assume the delivery of ATSC formatted, or multiplexed, signals ready for emission by the stations. To the contrary, it assumes all signals will be delivered to the stations at mezzanine compression levels for later encoding at ATSC streams in existing station transmission equipment. Thus no PSIP or ATSC format compliance issues should affect the design of the playout platform. It is possible that in the future the ATSC encoders for some or all of the stations might be relocated to the NOC, but at this time we do not anticipate any stations will choose to do so and thus is it not part of this RFP.

#### **Emergency Alert System (EAS)**

The stations have a legal requirement to participate in Emergency Alert System (EAS). Currently the stations use a combination of approaches to managing EAS. Some insert the text in their master control switchers, or branding engines. Others use a downstream device to key the text into the stream.

### General System Elements and Requirements of the System Solution

Offerors must provide a strategy for insertion of EAS at minimum cost and complexity, realizing that the trigger for EAS must come from the station.

(There is a project underway managed in part by the Ohio Emergency Management Agency and some of the public broadcasters to aggregate all emergency messaging in the state into a common bitstream and deliver it to all users. During the design phase of this modernization project the selected offeror will be asked to participate in a review of approaches to both delivering the bitstream over the OARnet bandwidth and utilizing it to enhance emergency services statewide.)

#### Other Metadata Delivery

The proposed system solution playout platform must be capable of supplying ratings, vChip, Neilsen encoding, AFD, Dolby Metadata including DialNorm, closed captioning and all other customary station metadata.

### Optional System Solution Functionality

#### Logging System

The offeror must describe the features of the logging system.

The option proposed must include how measurement and logging of loudness, all captions, video description, emergency messages and other services is accomplished. Logged content should be available to the WAN connecting the BEMC North Star Road NOC facility to the stations and 'player' applications should be supplied for all locations. If it is within the capability of the offeror, BEMC is interested in logging systems installed in a 'distributed network', with logging inputs connected from the station end. Offerors must detail all operational and technical aspects of the system.

#### Archive System

The offeror must describe the technology and planning needed for adding a robotic tape archive to the completed system.

The option proposed must include management of the content and if available how proxy copies can be viewed by stations across the WAN, as well as by staff in the BEMC North Star Road NOC facility and NOC traffic department. The system proposed must be capable of managing content in the NOC system and ideally capable of archiving content over the WAN from stations as well. (Three of the stations currently have local tape archives and the other 4 do not.) For the archive option, offerors may assume LTO 6 capable drives using SMPTE AXF formatted content. Offerors may also assume that 40 hours of HD content could be stored and 10 hours restored from the archive to on line playout in any 24-hour period. The initial size of the archive must be 400 TB, expandable to 1000 TB.

### Optional Informational Functionality

#### Disaster Recovery

For informational purposes: The offeror is requested to describe the capability for a disaster recovery option for the OETS station affiliates.

The option proposed should describe how it will receive content and operate independently from the BEMC North Star Road NOC facility. The affiliate OETS stations may request, at the expense of the individual stations, the disaster recovery systems option.

## Supplement 2: OETS Rack Space – Remote Monitoring Package

The following pictures represent areas in the station's rack rooms where the equipment for the Remote Monitoring Package will be located.



Figure 1 – WPTD – Think TV (Dayton)

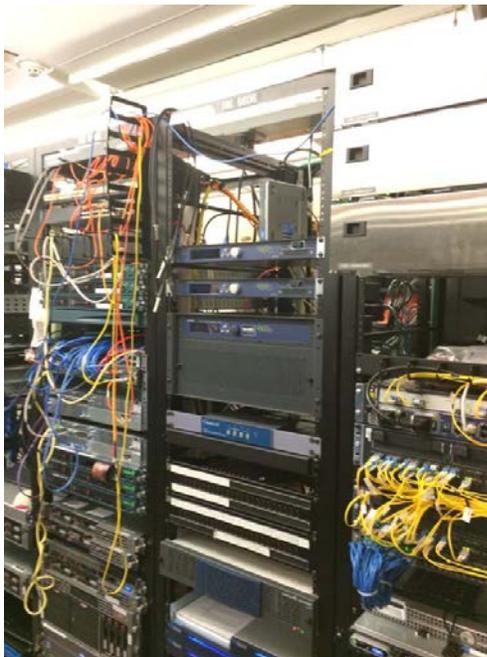


Figure 2 – WVIZ – ideastream® (Cleveland)

## Supplement 2: OETS Rack Space – Remote Monitoring Package

The following pictures represent areas in the station's rack rooms where the equipment for the Remote Monitoring Package will be located.



Figure 3 – WOSU (Columbus)



Figure 4 – WOUB (Athens)

## Supplement 2: OETS Rack Space – Remote Monitoring Package

The following pictures represent areas in the station's rack rooms where the equipment for the Remote Monitoring Package will be located.



Figure 5 – WGTE (Toledo)



Figure 6 – WBGU (Bowling Green)

## Supplement 2: OETS Rack Space – Remote Monitoring Package

The following pictures represent areas in the station's rack rooms where the equipment for the Remote Monitoring Package will be located.



Figure 7 – WNEO – Western Reserve Public Media (Kent)

Not pictured: WCET (Cincinnati) and OGT (Ohio Government Television/The Ohio Channel)

## Supplement 3: PBS Non-Real Time Terminal Description

### Overview of NRT System

Summary: Overview of NRT system - what it is; brief explanation of each component

Key Words: File Transfer System (FTS), SSP, NTR FileStore, AS-03, CSP, TDP

Classification: External

**FTS** - The File Transfer System (FTS) is the system used to distribute files in Non-Real-Time over the Interconnection System. The FTS has three components: a transmission component at the PBS Network Operations Center (NOC), a redundant pair of receivers at each station, and a management and configuration server, also at the NOC. The major advantage provided by the NRT FTS system compared to the Real-Time system, is when occasional random errors and occasional periods of Ku-band rain fade burst errors (up to several minutes) during transfer, the FTS has a mechanism to replace or repair damaged files, without the needed intervention of Member Station personnel.

**SSP** - The overall purpose of the Station Services Platform (SSP) software is to adapt the NRT System to the unique operating environment of each station. It provides the station interface to the NRT System and enables stations to perform all of the functions to move files from the NRT FileStore device into the station's server. Additionally, the (SSP) provides a higher level of fault tolerance in comparison to the RT system, by constantly monitoring the station-side NRT components for errors and exception conditions and provides alerts.

**NRT FileStore** - The NRT FileStore is an HP Proliant DL370G6 server with a 12 disk RAID array. It houses the storage of AS-03 program files for the ten-day retention period and is also the host for the Station Services Platform (SSP) software. It communicates with the FTS Receivers to pull in new files as they arrive and provides status information via the TDP.

**CSP** - The objective of the CSP is to provide an interface to the network traffic system to allow the scheduling of content for delivery via the File Transfer System (FTS). In order to achieve this result, the CSP manages the following tasks:

- Ingest – importation of transfer lists from the PBS Broadview Scheduling System.
- Queue management/optimization – prioritizing transfer of content and preventing unnecessary re-transmission of content.
- Verification of content – ensuring content is present prior to transmission.
- Control of FTS – initiating file transfers to stations using FTS.
- Status and reporting – providing file transfer status updates and reports.

**TDP** –The TDP is a virtual private network (VPN) established to enable PBS to remotely monitor the NRT Systems at each station. It employs a very small channel, usually DSL or a Cable Modem, to allow the equipment at the station to be remotely checked for both the arrival of files and for the health of the NRT equipment. PBS will be able to detect when a program file has arrived and whether any errors have occurred. Any files that are missing bits of data can be repaired prior to the file becoming available on the station's server. Also, PBS will know if any equipment in the NRT System is failing and can alert station engineers or arrange for a replacement component. The Terrestrial Data Path (TDP) is implemented via the Hughes Network Services managed network service offering. Hughes purchases IP connectivity on the open market and deploys IPsec equipment to each endpoint. Hughes manages the connectivity from its own NOC, and provides an IP data utility to PBS to monitor the NRT System.\*

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***\*Content provided courtesy of PBS. May not be reproduced without permission.***

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## **Supplement 4: Myers ProTrack™ Hub Description**

The following information was produced by Myers in support of this project. BEMC would like to remind offerors that the system described in the following text was not produced by BEMC or in collaboration with BEMC.

However it is our expectation that offerors will either supply the Myers described solution or provide a system fully equivalent in all respects to this solution.

### **Myers – OBEMC NOC Collaborative Project**

#### **Overview:**

This document outlines the high-level product, services and workflows of the Myers ProTrack™Hub & Spoke™ environment for schedule, content, and metadata exchange for the Ohio Broadcast Educational Media Commission (OBEMC).

ProTrack™ is currently deployed and actively utilized at all nine Ohio public television stations (Spokes). As such, Myers will provide the required development and integration services to connect the Spokes' instance of ProTrack™TV to the centralized ProTrack™Hub, to be installed at the OBEMC's Network Operations Center (NOC).

The ProTrack™Hub provides content management and aggregates media acquisition needs across all Spokes, providing consolidated instructions to automation. Services will include: processing initial metadata; processing updates; capturing content revisions; and tracking media locations on playout and archive storage devices at the NOC.

The ProTrack™Hub coordinates broadcast management & traffic services using BXF standard protocols for metadata exchange to efficiently communicate with automation. It is the on-air driver for delivering playback instructions to automation via standardized Play-list exports (including primary and secondary events).

“Live Log” Play-list updates may be included to accommodate changes to logs that are currently running in master control. The ProTrack™Hub will also provide Purge Orders and Pull-lists to manage content workflows.

For acquisition of real-time and non-real-time content, the ProTrack™Hub will send Record-list/Orders to automation, including material registration information. In addition, the ProTrack™Hub will send Ingest/Dub Orders to facilitate the delivery of metadata for independently ingested content. It will assign a source ID and provide metadata, for all Spoke and NOC contributions, to pre-register assets for recorded, ingested and transferred material.

ProTrack™Hub will import As-Run reconciliation logs; Media Update messages that include multiple media markups; Purge Confirm messages, and purge messages indicating content removal by the automation side of the house.

To further define markups, automation will need to provide the ProTrack™Hub different markup timings for the same material. For example, PBS material may need a single SOM with two EOM messages. One EOM is inserted at the end of the PBS logo and one EOM is inserted at the end of each program package. On some occasions, promotional material for a show is sent after the end of the program package, requiring an EOM for a third version. There are also segmented programs where each call letter station may air the same base program information, but segment and play back the material differently, thus creating another marked-up version. These marked-up versions will use the same base file using tags to play back the different versions.

## Supplement 4: Myers ProTrack™ Hub Description

### Example Material Markups

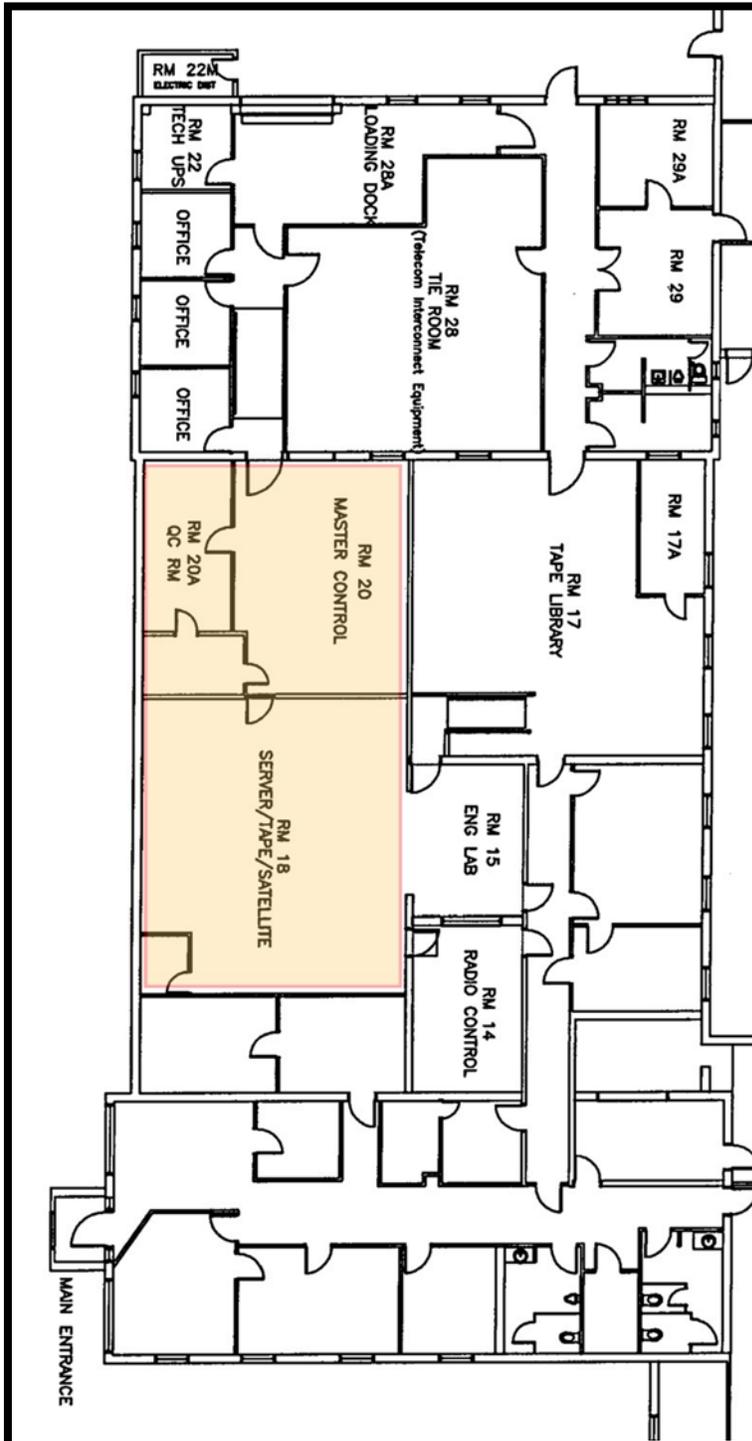
Full: First frame of video to last frame of video – packaged out to include post-logo fill. (Excluding any material preceded by black, such as a promo fed at the tail of program.)

Logo: First frame of video to end of Logo.

Segmented: All program material with internal breaks (i.e. pledge, virtual events, internal breaks, etc.) will provide timings for each individual segment (as well as the full length).

### Supplement 5: BEMC North Star Road Facility Floor Plan

All offeror work will occur in the shaded areas of the facility.



Supplement 6: BEMC NOC and Station Monitoring Conceptual Flow

