



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

REQUIREMENTS CONTRACT: Production and Transmission of the Ohio Lottery Drawings and Transmission of the Weekly Game Show

CONTRACT NUMBER: CSP903608

EFFECTIVE DATES: 11/30/07 TO 06/30/09
Renewal through 07/31/13*

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP903608 that opened on September 21, 2007. The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Services Contract.

The agency listed herein is eligible to make purchases of the contracted services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that department will purchase the volume of services as advertised in the Request for Proposal.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to the Ohio Lottery Commission as applicable.

Questions regarding this and/or the Services Contract may be directed to:

Jennifer Dammeyer, CPPB*
Jennifer.Dammeyer@das.ohio.gov

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

*Indicates the contract renewal and change in contract analyst.

The following page, 25 of 34 of the RFP document, by mutual agreement between the state of Ohio and WEWS is amended and agreed to.

**ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART FOUR: REPRESENTATIONS, WARRANTIES AND LIABILITIES**

General Warranties. The OLC is an extremely sensitive enterprise because of the nature of the business and because it is government operated. Therefore, it is essential that its operation, and the operation of other enterprises that would be linked to the OLC in the public mind, avoid not only impropriety but also the appearance of impropriety. Because of these concerns, Contractors associated with the OLC are expected to:

- A. Offer goods and services only of the highest standards.
- B. Use their best efforts to uphold the integrity of the lottery industry and prevent the lottery industry from becoming embroiled in unfavorable publicity.
- C. Make sales presentations in a responsible manner and when it is necessary, point out the superiority of their goods and services over those of their competitors in a manner as to avoid unfavorable publicity for the lottery industry.
- D. Avoid promotional activities that could be interpreted as improper and produce embarrassment to the lottery industry.
- E. Report drawing/security problems or potential drawing/security problems only to the Lottery.

Indemnification. The Contractor shall indemnify and hold harmless the OLC, the state of Ohio, their Commissioners, Directors, Deputy Directors, officers and employees, from and against any and all liability, including claims, demands, losses, costs, damages and expenses of every kind and description, including reasonable attorney's fees, or damages to persons or property arising solely out of Contractor's negligence or misconduct.

Limitation of Liability. NOTWITHSTANDING ANY LIMITATION PROVISIONS CONTAINED IN THE DOCUMENTS AND MATERIALS INCORPORATED BY REFERENCE INTO THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, 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.

Risk of Loss or Damage. The Contractor shall bear all risk of loss or damage to any equipment or drawing related materials stored on the Contractor's premises

ATTACHMENT EIGHT
 COST SUMMARY

UNSPSC Number: 83111800
 OAKS Item Number: 11941

PRODUCTION		
DRAWING	GAMES	WEEKLY PRODUCTION COST
Midday (Monday – Sunday)	Pick 3, Pick 4	\$3,557.02
Evening (Monday – Sunday)	Pick 3, Pick 4, Rolling Cash 5 & Classic Lotto (Classic Lotto is drawn on Monday, Wednesday and Saturday.)	\$12,590.52
TRANSMISSION (AT COST)		
Evening Drawings (Monday – Friday)	Pick 3, Pick 4, Rolling Cash 5 & Classic Lotto	\$850.00
Weekly Game Show	Cash Explosion® Double Play	\$340.00
OTHER SERVICES		
Set-up, discovery and development (set design and construction) – one time cost		\$45,162.00
Host(s) (at cost)		\$1,916.19
Performance Bond (OLC will not reimburse the Contractor for such cost)		\$138.46
Studio Rental		\$10,000.00
Miscellaneous		\$5,000.00
▶ High Definition Distribution, statewide, of Cash Explosion® Double Play and evening drawings (Costs listed are Not-to-Exceed amounts)		\$12,500.00 (FY10) \$5,000.00 (FY11)

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

▶ BID CONTRACT NO.: CSP903608-1 (07/31/13)*

0000191091
 Scripps Howard Broadcasting Company
 d/b/a WEWS-TV
 3001 Euclid Avenue
 Cleveland, OH 44115

TERMS: Net 30 Days

Remit To Address
 0000191091
 WEWS-TV
 Attn: Business Office
 3001 Euclid Avenue
 Cleveland, OH 44115

▶ CONTRACTOR'S CONTACT: Sam Rosenwasser, GM/VP Telephone: (216)-431-3685
 Fax: (216)-431-3421
 E-Mail: rosenwasser@wews.com

▶ Specifications updated per Amendment No. 3, dated 05/20/10.

* Indicates an update to the contract expiration date.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
6	07/01/13	This amendment is issued to renew the contract for one (1) month.
5	06/01/11	This amendment is issued to update the vendor ID number.
4	07/01/11	This amendment is issued to renew the contract an additional two (2) year period, effective 07/01/11 through 06/30/13. In addition, this amendment is issued to reflect a reassignment to contract analyst, Nicole Erb.
3	05/20/10	Addition of funding for High Definition Distribution; change to assigned Analyst and Contractor's Contact person.
2	05/28/09	Contract renewal July 1, 2009 through June 30, 2011.
1	04/17/09	Addition of two new line items on the Cost Summary and new contact information