

REQUEST FOR PROPOSALS

ADDENDUM # 2

ISSUED: 02/17/2015

**RFP NUMBER: CSP900216
INDEX NUMBER: LOT009**

The State of Ohio, through the Department of Administrative Services, Office of Procurement Services, for the Ohio Lottery Commission is requesting proposals for:

PRODUCTION & MANAGEMENT OF A REGULARY SCHEDULED GAME SHOW FOR THE OHIO LOTTERY COMMISSION

Attached are page(s) 10 - 27 to this Request for Proposal (RFP). Remove the corresponding page(s) from the existing RFP and replace with the attached.

Reason for Addendum. This addendum is issued to notify of specification changes on page 10 under Web Development and Management. Additional pages have been renumbered.

**PROPOSAL DUE DATE:
OPENING LOCATION:**

**February 27, 2015
Department of Administrative Services
General Services Bid Desk
4200 Surface Road
Columbus, Ohio 43228-1395**

6. The Offeror shall take into consideration that "Special Shows" may be required. "Special Shows" may include, but not be limited to: Anniversary shows, Quarterly Specials, Promotional shows, etc. No additional cost is allowed unless extra production time is required and an otherwise agreed to additional cost is approved.
7. The Game Show and set is mobile and can be taken on the road to various locations across the State during certain times of the year. Should the Lottery determine to take the Show on the road, production of the "Road Show" must be handled directly by the selected Offeror or subcontracted for by the selected Offeror based on the selected "Road Show" venues. The selected Offeror must be willing to perform these services, which will be reimbursed to the Offeror at cost (reimbursement = road show less the normal show cost) as approved by the Lottery based on its Road Show budget. There may also be some one-time-only fees such as design of special road cases. Up to four (4) "Road Shows" are contemplated each year of the Contract.
8. Cash and prizes for the Game Show will be funded by a separate and exclusive instant ticket game handled by the Lottery. Contestant notification and prize payments and public relations will be handled by the Lottery
- D. Web Development and Management. The Offeror is expected to maintain a Game Show website which includes the following responsibilities: The Offeror must describe recent project in which the following web development and management responsibilities were utilized.
 1. Web based, password protected, client library site.
 2. Game Show Web site:
 - a. Content Manager/Producer.
 - b. Development – Design, Discovery, Programming.
 - c. Maintenance.
 - d. Content Management Tool Development.
 - e. Application and Server Development.
 - f. Hardware/software to include database, streaming media, email, application and Web servers as well as other peripheral devices.
 - g. Hosting Services.
 - h. Ongoing Services include hosting, discussion, streaming, site measurement and administration.
 - i. Procurement of Syndicated content.

*The site design shall conform to the cabinet agency web standards as articulate in IT-08. The site design is subject to the Governor's office approval. The site implementation shall conform to the State web accessibility guidelines as articulate in ITP-F-3. The site shall not contain advertising. They site shall be hosted domestically. Copies of these standards and guideline can be found on line at <http://www.ohio.gov/> under the search engine.

All content of the website must be approved by the Lottery. The current Cash Explosion® website can be found at <http://www.cashexplosionshow.com/> and the domain name is registered to the Lottery.
- E. The Offeror is expected to provide and execute a promotional plan that promotes the Game Show and the accompanying instant ticket. The promotional plan should include numerous customer touch points to maximize its reach and effectiveness.

*Denotes specification change with addendum 2.

Contractor Responsibilities and Deliverables. The Contractor must meet all RFP requirements and perform the Work as defined in the Scope of Work.

Meeting Attendance and Reporting Requirements. The Contractor's project management approach must adhere to the following Project meeting and reporting requirements:

A pre-performance meeting is required to select the reporting format, review performance requirements and method of reporting.

- A. Frequent meetings will be held to insure the regularly show scheduled is met effectively. These meetings may be held by teleconference or in person.
- B. Monthly reports must be prepared as directed by the Lottery representative to detail the reviews and progress of this project and to give an overall project performance report.
- C. Immediate Reporting – The selected Offeror or his or her designee must immediately report any certified Project Team staffing changes to the Lottery Project Representative.

*Denotes page number and format change with addendum 2.

- 1.5 CONFIDENTIAL, PROPRIETARY OR TRADE SECRET INFORMATION DAS procures goods and services through a RFP in a transparent manner and in accordance with the laws of the state of Ohio. All proposals provided to DAS in response to this RFP become records of DAS and as such, will be open to inspection by the public after award unless exempt from disclosure under the Ohio Revised Code or another provision of law. Refer to section 5.1.6 in the Instructions.
- 1.6 REGISTRY OF OFFERORS DAS will prepare a registry of Proposals containing the name and address of each Offeror. The registry will be on the Office of Procurement Services Web site and available for public inspection after the Proposals are received.
- 1.7 PROPOSAL SUBMITTAL Offeror must submit both a "Technical Proposal" and a "Cost Proposal" as a part of its Proposal package. These are two separate components which shall be submitted in separate sealed envelopes/packages, clearly identified on the exterior as either "Technical Proposal" or "Cost Proposal" with CSP900216 and due date on each. Offeror must submit this signed cover page with its technical Proposal. Offeror shall mark the correct CSP number on all envelopes/packages. Refer to section 5.1.6 in the Instructions for further detail.
- 1.8 NUMBER OF PROPOSALS TO SUBMIT Offeror must submit one (1) original, completed and signed in blue ink, and five(5) copies for a total of six (6) Proposal packages.

2.0 EVALUATION OF PROPOSALS

- 2.1 MANDATORY REQUIREMENTS The following table contains items that are Mandatory Requirements for this RFP.

Determining the Offeror's ability to meet the Mandatory Requirements is the first step of the DAS evaluation process. The Offeror's response must be clearly labeled "Mandatory Requirements" and collectively contained in Tab 2 of the Offeror's Proposal in the "Offeror Required Information and Certification" section.

DAS will evaluate Tab 2 alone to determine whether the Proposal meets all Mandatory Requirements (accept/reject). If the information contained in Tab 2 does not clearly meet every Mandatory Requirement, the Proposal may be disqualified by DAS from further consideration.

TABLE 1 - MANDATORY PROPOSAL REQUIREMENTS

Mandatory Requirements
1. Performance Bond of \$250,000.00(letter of confirmation showing ability to provide)
2. Offeror must provide audited financial statements for the past three (3) years.
3. Offeror must show corporate experience of a minimum three (3) years' experience with all phases of producing "network quality" television shows.
4. Offeror must provide detailed responses to each and every requirement as specified in the Scope of Work. Yes and no responses shall be deemed non-responsive.
5. Offeror must have an Ohio presence with the production studio in Ohio due to the logistics of the participants.
6. At least one (1) sample of Game Shows/Entertainment Shows produced by the Offeror.

If the State receives no Proposals meeting all of the mandatory requirements, the State may elect to cancel this RFP.

- 2.2 PROPOSAL EVALUATION CRITERIA If the Offeror provides sufficient information to DAS in its Proposal, demonstrating it meets the Mandatory Requirements, the Offeror's Proposal will be included in the next step of the evaluation process which involves the scoring of the Proposal Technical Requirements (Table 3), followed by the scoring of the Cost Proposals. In the Proposal evaluation step, DAS rates the Proposals based on the following listed criteria and the weight assigned to each criterion. The possible points allowed in this RFP are distributed as indicated in the Table 2 - Scoring Breakdown.

*Denotes page number change with addendum 2.

2.3 **TABLE 2 - SCORING BREAKDOWN**

Criteria	Maximum Allowable Points
Proposal Technical Requirements	375 Points
Proposal Cost	100 Points
Scoring for MBE Set-Aside	50 Points
Presentations, Interviews, Demonstrations (Optional)	125 Points
Total	650 Points

2.4 **SCORE RATINGS** The scale below (0-5) will be used to rate each proposal on the criteria listed in the Technical Proposal Evaluation table.

DOES NOT MEET 0 POINTS	WEAK 1 POINT	WEAK TO MEETS 2 POINTS	MEETS 3 POINTS	MEETS TO STRONG 4 POINTS	STRONG 5 POINTS
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DAS will score the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror's Total Technical Score in Table 3. Representative numerical values are defined as follows:

DOES NOT MEET (0 pts.): Response does not comply substantially with requirements or is not provided.

WEAK (1 pt.): Response was poor related to meeting the objectives.

WEAK TO MEETS (2 pts.): Response indicates the objectives will not be completely met or at a level that will be below average.

MEETS (3 pts.): Response generally meets the objectives (or expectations).

MEETS TO STRONG (4 pts.): Response indicates the objectives will be exceeded.

STRONG (5 pts.): Response significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.

*Denotes page number change with addendum 2.

2.5 TABLE 3 - TECHNICAL PROPOSAL EVALUATION

Criterion	Weight	Rating (0 to 5)	Extended Score
Technical Proposal			
1. Production Management and Development: <ul style="list-style-type: none"> • Capabilities & Understanding • Implementation plan to maintain the “network quality” of the current show including designing, developing, and producing • Project timeline • Additional forward-thinking and production capabilities 	20		
2. Game Show Production Specifications: <ul style="list-style-type: none"> • Qualifications & Resources • Production facility • Production elements • Entire Production staff and equipment • Contestant/staff hospitality 	20		
3. Client Management <ul style="list-style-type: none"> • Account management team • Client service capabilities 	5		
4. Web Development and Management: <ul style="list-style-type: none"> • (Enhanced services): Offeror shall provide enhanced services to promote the Game Show website, (i.e., promotions or any other ideas or concepts to drive traffic to the website and to increase various metrics). • Qualifications & Resources • Client library site • Game Show website • Content Management • Development – Design, Discovery and Programming • Maintenance • Hardware/software to include database, streaming media, E-mail, application and Web servers, etc. • Ongoing Services include hosting, discussion, streaming, site measurement and administration. • Procurement of Syndicated content 	10		
5. The Offeror is expected to provide and execute a promotional plan that promotes the Game Show and the accompany instant ticket. The promotional plan should include numerous customer touch points to maximize its reach and effectiveness	10		
6. Experience <ul style="list-style-type: none"> • Vendor • Key Staff 	10		

Total Technical Score: _____

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2.6 Pre-award identification of Ohio certified MBE subcontractor and Contractor selected percentage. In the Evaluation Scoring Formula of the RFP, the Offeror who identifies one or more qualified Ohio certified MBE subcontractor and has the highest percentage of its cost proposal set aside exclusively for identified Ohio certified MBE subcontractors' Work will receive the maximum number of points set forth in the RFP. The remaining Offerors will receive a percentage of the maximum points allowed. Offerors who do not identify a percentage to be set aside for Ohio certified MBE subcontractors or do not identify one or more Ohio certified MBE subcontractor will receive zero points.

MBE Set-Aside points = (Offeror's percentage/highest Offeror's percentage) x Maximum Allowable MBE Set-Aside Points as indicated in the "Scoring Breakdown" table. The value is provided in the Scoring Breakdown table. "MBE Set-Aside" = Total MBE Set-Aside Percentage as identified in the MBE Set-Aside Summary section of Offeror's Proposal. In this method, the highest percentage of MBE Set-Aside proposed will receive the maximum allowable points.

MBE Set-Aside Score: _____

2.7 PRESENTATIONS AND INTERVIEWS DAS may require top Offerors to be interviewed. Such interviews will provide an Offeror with an opportunity to present its Proposal and to ensure a mutual understanding of the Proposal's content. This will also allow DAS and the Agency an opportunity to test or probe the professionalism, qualifications, skills, and work knowledge of the proposed candidates. The interviews will be scheduled at the convenience and discretion of DAS and the Agency. DAS or the Agency may record any presentations and interviews. The one (1) to three (3) highest scoring Offerors; but no more than the top three (3) may be required to participate. Interviews will be scheduled to be held in Columbus, Ohio at the vendor's expense, if applicable.

Presentations, Interviews, Demonstrations (Optional)	Weight	Rating (0 to 5)	Extended Score
1. Professionalism of Presentation	5		
2. Communication of Response (Is the plan clearly defined and well thought out.)	10		
3. Knowledge of key production staff	10		

Total Presentation Score: _____

In this RFP, DAS asks for responses and submissions from Offerors, most of which represent components of the above criteria. While each criterion 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 will normally result in a rejection of that Offeror's Proposal. The value assigned above to each criterion is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that DAS received.

Once the technical merits of a Proposal are evaluated, the costs of that Proposal will be considered. It is within DAS' discretion to wait to factor in a Proposal's cost until after the conclusion of any interviews, presentations, demonstrations or discussions. Also, before evaluating the technical merits of the Proposals, DAS may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. DAS may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

*Denotes page number change with addendum 2.

- 2.8 COST PROPOSAL POINTS DAS will use the information the Offeror submits on the Cost Summary Form to calculate Cost Proposal Points. DAS will calculate the Offeror's Cost Proposal points after the Offeror's total technical points are determined, using the following method:

Cost points = (lowest Offeror's cost/Offeror's cost) x Maximum Allowable Cost Points as indicated in the "Scoring Breakdown" table. "Cost" = Total Not-to-Exceed as identified in the Cost Summary section of Offeror's Proposal. In this method, the lowest cost proposed will receive the maximum allowable points.

The number of points assigned to the cost evaluation will be prorated, with the lowest accepted Cost Proposal given the maximum number of points possible for this criterion. Other acceptable Cost Proposals will be scored as the ratio of the lowest Cost Proposal to the Proposal being scored, multiplied by the maximum number of points possible for this criterion.

An example for calculating cost points, where Maximum Allowable Cost Points Value = 60 points, is the scenario where Offeror X has proposed a cost of \$100.00. Offeror Y has proposed a cost of \$110.00 and Offeror Z has proposed a cost of \$120.00. Offeror X, having the lowest cost, would get the maximum 60 cost points. Offeror Y's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$110.00 (Offeror Y's cost) equals 0.909 times 60 maximum points, or a total of 54.5 points. Offeror Z's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$120.00 (Offeror Z's cost) equals 0.833 times 60 maximum points, or a total of 50 points.

Cost Score: _____

- 2.9 FINAL STAGES OF EVALUATION The Offeror with the highest point total from all phases of the evaluation (Technical Points + Cost Points + MBE Points) will be recommended for the next phase of the evaluation.

Technical Score: _____ + Cost Score: _____ + MBE Set-Aside Score: _____ = Total Score: _____

If DAS finds that one or more Proposals should be given further consideration, DAS may select one or more of the highest-ranking Proposals to move to the next phase. DAS may alternatively choose to bypass any or all subsequent phases and make an award based solely on the Proposal evaluation phase.

- 2.10 REJECTION OF PROPOSALS DAS may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that DAS believes is excessive in price or otherwise not in the interest of the State to consider or to accept. In addition, DAS may cancel this RFP, reject all the Proposals, and seek to do the Work through a new RFP or by other means.

*Denotes page number change with addendum 2.



3.0 COST SUMMARY

- 3.1 SUBMISSION The Cost Summary shall be submitted with the Proposal (under separate cover labeled as the Cost Proposal). All prices, costs, and conditions outlined in the Proposal shall remain fixed and valid for acceptance for 120 days, starting on the due date for Proposals. No price change shall be effective without prior written consent from DAS, Office of Procurement Services.

The Offeror's total cost for the entire Work must be represented as the not-to-exceed total. All costs for furnishing the services must be included in the Cost Proposal.

- 3.2 THE OFFEROR'S FEE STRUCTURE The Contractor will be paid as proposed on the Cost Summary after the Agency approves the receipt of product(s)/services and continued completion of all deliverables. All costs must be in U.S. Dollars.

- 3.3 REIMBURSABLE EXPENSES None; there will be no additional reimbursement for travel or other related expenses. The State will not be responsible for any costs not identified.

3.4 BILL TO ADDRESS

Ohio Lottery Commission
Attn: Accounts Payable
615 W. Superior Avenue
Cleveland, OH 44113-1879

- 3.5 INVOICING: Offeror shall indicate on all invoices submitted to the Agency the dollar amount attributed to the Work provided by the selected Ohio certified MBE subcontractors along with documentation of the Ohio certified MBE subcontractor's activities. Offeror shall report all Ohio certified MBE subcontractor payments under this Contract monthly to the Agency. Compliance with Offeror's proposed cost set-aside percentage is a term of this contract and failure to attain the proposed percentage by the expiration of the contract may result in the Offeror being found in breach of contract.

Production & Management Of A Regularly Scheduled Game Show For The Ohio Lotter Commission
CSP900216
UNSPSC CATEGORY CODE: 83111800

OFFEROR: _____

COST SUMMARY

NOTE: All cost should be in a “monthly” not-to-exceed amount. Costs that are shaded gray will not be included in the “total – Not-to-exceed” amount at the bottom.

Description	Monthly Cost
*Performance Bond (The State will not issue reimbursement to the Offeror for the bond cost. The performance bond shall be in the amount of \$250,000.00)	
30-minute “Network Quality” television show (production costs) – includes any and all costs associated with production of the show	\$
Show Talent (includes, Talent, Stylists and Wardrobe)	\$
Web Development and management cost	\$
Preparation for the show, one-time discovery, development and set-up of show – excludes equipment purchase or rental (provide detailed list)	* \$
Equipment purchase or rental (provide detailed list)	\$
Promotional / Advertising Plan	\$
Contestant lodging (at a 3-5 star level hotel) for one (1) night. (If the production facility is outside the Cleveland Metropolitan area, the Offeror shall be responsible for lodging eight (8) people – five (5) employees of the Lottery and three (3) employees of the State Auditor’s office.) (Costs associated with contestant/staff hospitality will be reimbursed to the Offeror at cost).	\$
Contestant / Audience experience. (include all aspects of contestant experience recommendation as well as audience experience recommendation)	\$
*The Game Show and set is mobile and can be taken on the road to various locations across the State during certain times of the year. Should the Lottery determine to take the Show on the road, production of the “Road Show” must be handled directly by the selected Offeror or subcontracted for by the selected Offeror based on the selected “Road Show” venues. The selected Offeror must be willing to perform these services, which will be reimbursed to the Offeror at cost (reimbursement = road show less the normal show cost) as approved by the Lottery based on its Road Show budget. There may also be some one-time-only fees such as design of special road cases. Up to four (4) “Road Shows” are contemplated each year of the Contract. (Plan cost for four (4) Road Shows).	* \$
*Other	\$
Total Not to Exceed Monthly Cost	\$

* Excluded from the Not-to-Exceed cost total, nor will they be included in the cost evaluation summary.

Percentage of the Total Not-to-Exceed Monthly Cost to be completed by MBE Set-Aside: _____%

All Offerors who seek to be considered for a contract award must submit the above information in the format specified. The Original Cost Summary must be included in a separate, sealed envelope/package labeled on the exterior as “Cost Proposal” with the RFP Number and due date.

All cost must be in U.S. Dollars
The State will not be responsible for any costs not identified herein.

**Denotes page number change with bid addendum 2.

4.0 AWARD OF THE CONTRACT

- 4.1 CONTRACT AWARD DAS intends to award the Contract based on the schedule in the RFP, if DAS decides the Work is in the best interests of the State and has not changed the award date.

DAS expects the Contractor to commence the Work upon receipt of a state issued purchase order. If DAS awards a Contract pursuant to this RFP and the Contractor is unable or unwilling to commence the Work, DAS reserves the right to cancel the Contract and return to the original RFP process and evaluate any remaining Offeror's Proposals reasonably susceptible of being selected for award of the Contract. The evaluation process will resume with the next highest ranking, viable Proposal.

- 4.2 CONTRACT If this RFP results in a Contract award, the Contract will consist of this RFP including the Terms and Conditions, all forms, written addenda to this RFP, the Contractor's accepted Proposal and written authorized addenda to the Contractor's Proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and amendments issued under the Contract. The general terms and conditions for the Contract are contained in the following link:

<https://procure.ohio.gov/Zip/5.3%20Terms%20and%20Conditions.pdf>

If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. The one-page Contract Signature Page, Form 5.2.2
2. The RFP, as addended, including the Terms and Conditions;
3. The documents and materials incorporated by reference in the RFP;
4. The Executive Order. EO2011-12K incorporated by reference in the RFP;
5. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
6. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

- 4.3 ECONOMIC PRICE ADJUSTMENT The Contract prices(s) will remain firm throughout the initial term of the Contract. Thereafter, prior to Contract renewal, the Contractor may submit a request to adjust their price(s) to be effective on the effective date of the Contract's renewal. No price adjustment will be permitted prior to the effective date; on purchase orders that are already being processed; or on purchase orders that have been filled.

Price increases must be supported by a general price increase in the cost of the materials/services rendered due to documented increases in the cost of related materials/services. Detailed documentation, to include a comparison list of the Contract items and proposed price adjustments must be submitted to support the requested adjustment. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding adjustment, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the adjusted costs in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the Contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the Contract pricing will be returned to the pricing in effect prior to the temporary decrease. Failure to comply with this provision will be considered as a default and will be subject to the Suspension and Termination section contained herein.

5.0 LINKS To be applicable to all Proposals and subsequent award(s), including sections named below.

5.1 Instructions

- 5.1.1 Proposal Instructions
- 5.1.2 Evaluation of Proposals
- 5.1.3 Proposal Format & Documentation Required

5.2 Forms

- 5.2.1 Offeror Required Information
- 5.2.2 Contract Signature Page
- 5.2.3 Offeror Profile
- 5.2.4 Offeror Prior Projects
- 5.2.5 Offeror's Candidate References
- 5.2.6 Offeror's Candidate Education, Training, Experience
- 5.2.7 Offeror Performance Form
- 5.2.8 Contractor/Subcontractor Affirmation and Disclosure

5.3 Terms and Conditions

- 5.3.1 Performance and Payment
- 5.3.2 Work and Contract Administration
- 5.3.3 Ownership & Handling of Intellectual Property & Confidential Information
- 5.3.4 Representations, Warranties and Liabilities
- 5.3.5 Acceptance and Maintenance
- 5.3.6 Construction
- 5.3.7 Law & Courts

5.4 ADDITIONAL RESOURCES

EOD Reporting	http://eodreporting.oit.ohio.gov/searchEODReporting.aspx
Office of Budget and Management	http://obm.ohio.gov/LandingPages/Vendor/default.aspx
Office of Procurement Services	http://procure.ohio.gov/proc/index.asp
Ohio Shared Services	http://www.ohiosharedservices.ohio.gov/Home.aspx
Ohio Business Gateway	http://business.ohio.gov/
Ohio Secretary of State	http://www.sos.state.oh.us/SOS/Businesses.aspx

All links are subject to change in accordance with state of Ohio laws, Ohio Revised Code, Ohio Administrative Code, Executive Orders or any other updates issued by the state of Ohio, Department of Administrative Services, and the Office of Procurement Services. It is the Offeror's responsibility to read and be aware of any changes, corrections, updates or deletions to any information included in the link(s) above.

*Denotes page number change with addendum 2.

- 6.0 Guide for Proposal Submission This guide outlines steps for submission of a Proposal in response to the advertised Request for Proposal. This guide does not contain the complete instructions for preparing and submitting a Proposal and anything stated herein shall not be considered a term or condition of the Contract. The complete instructions can be found in section 5.1.1, Proposal Instructions.
- 6.1 _____ Read the entire document, including all Web site links. Note critical items such as: Mandatory Requirements; goods or services required, submittal date and time; number of copies to submit; contract requirements; reporting requirements; minimum qualifications; read and understand the terms and conditions.
- 6.2 _____ Take advantage of the “question and answer” period specified in the schedule of events. Questions must be submitted on-line in the Inquiry Process as explained in the Instructions. See section 5.1.1, Proposal Instructions.
- 6.3 _____ Follow the format required in the RFP Instructions when preparing the response in chronological order. Provide point-by-point responses to all sections in a clear and concise manner. See section 5.1.3, Proposal Format & Documentation Required.
- 6.4 _____ Use the forms provided; i.e. Signed RFP Cover Page, Offeror Required Information, Contract Signature Page, Offeror Profile and Prior Projects, Key Personnel forms, Disclosure Form, and Cost Summary Form, See section 5.2, Forms.
- 6.5 _____ Provide complete answers/descriptions. Do not assume the State or any evaluation committee member will know what the Offeror’s capabilities are or what items/services the Offeror can provide, even if previously contracted with the State. The Proposals are evaluated based solely on the information and materials provided in the Offeror’s response.
- 6.6 _____ Check the State’s Web site for RFP addenda. It is the responsibility of the Offeror to be aware of additional information posted on the Web.
- 6.7 _____ The following documents may be submitted with the Proposal or within five (5) business days of request from the Office of Procurement Services: Affirmative Action and proof of insurance. No award will be made without this documentation. Offeror’s Proposal may be eliminated from further consideration upon failure to submit within the specified time frame
- 6.8 _____ If not a current vendor of the state of Ohio, the Offeror will download both the W-9 and Vendor Information Form and submit to Ohio Shared Services (OSS) at vendor@ohio.gov. See section 5.4, Additional Resources.
- 6.9 _____ Review and read the RFP Document again to make sure that you have addressed all requirements. Read and understand Supplements, if applicable. Offeror’s original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and used to score the response.
- 6.10 _____ Offeror’s response must be submitted on time. Late Proposals are never accepted. Make sure the response is labeled on the exterior of the envelope/package with the RFP# and due date, and whether the packet is for the Technical Proposal or the Cost Proposal. Do not place the Cost Proposal in the Technical Proposal.

*Denotes page number change with addendum 2.

ATTACHMENT ONE
OFFEROR REFERENCES

Three (3) professional references who have received services from the Offeror in the past five (5) years

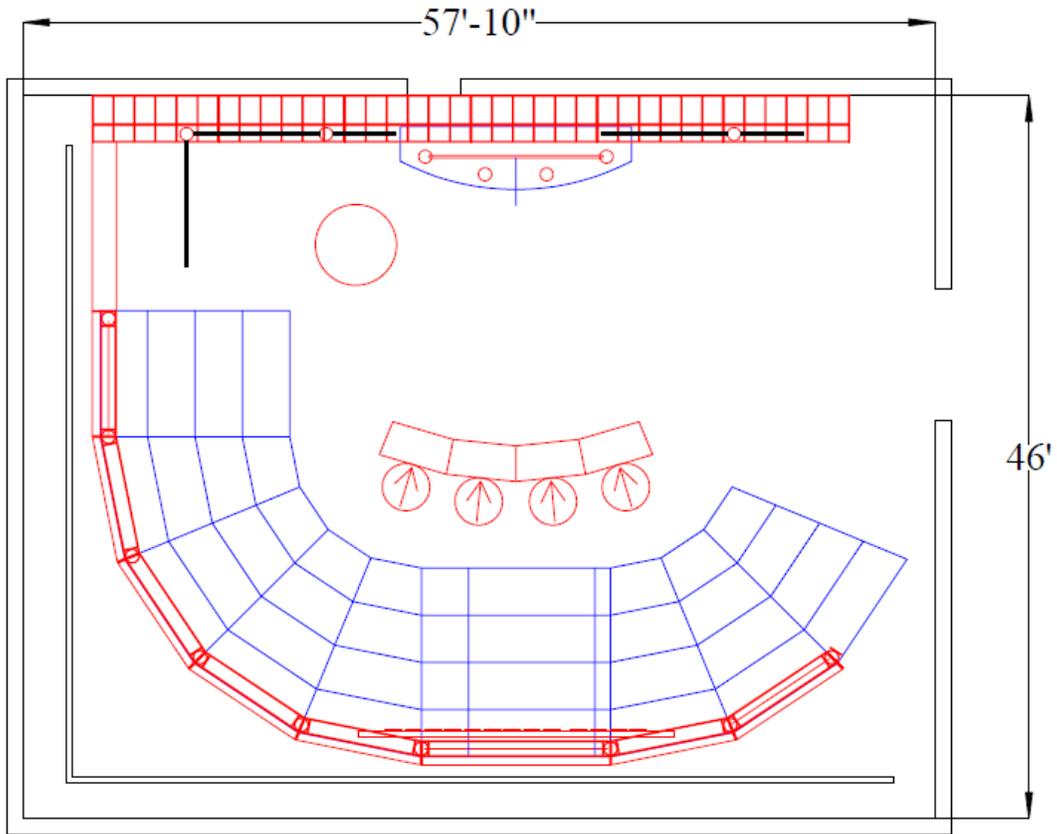
Company Name:	Contact Name:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the Offeror's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the Offeror's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the Offeror's role in this project.		

*Denotes page number change with addendum 2.

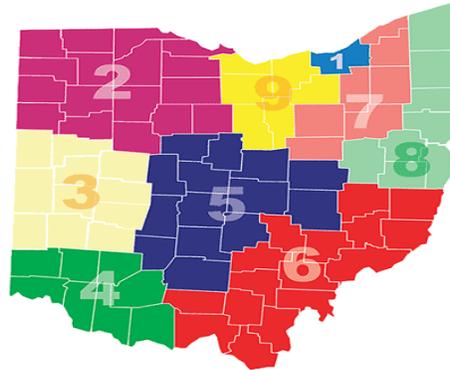
ATTACHMENT TWO
FACILITY SPECIFICATIONS FOR "CASH EXPLOSION"



*Denotes page number change with addendum 2.

ATTACHMENT THREE
REGIONAL MAP

Regional Offices



All Regional Office Hours of Operation: 8:00 am – 5:00 pm, Monday through Friday

Region 1:
Cleveland Office
1100 Resource Drive Suite 5
Brooklyn Hts., OH 44131
216-774-5671

Region 2
Toledo Office
315 Arco Drive
Toledo, OH 43607
800-589-6442

Region 3
Dayton Office
7462 Webster Street
Dayton, OH 45414
800-589-6463

Region 4
Cincinnati Office
10840 Kenwood Rd.
Cincinnati, OH 45242
800-589-9882

Region 5
Columbus Office
780 Morrison Rd.
Columbus, OH 43230-6642
800-589-6445

Region 6
Athens Office
190 West Union Street, Suite 101
Athens, OH 45701
800-589-6466

Region 7
Akron Office
5926 Mayfair Rd
North Canton, OH 44720
800-589-6467

Region 8
Youngstown Office
242 Federal Plaza West
Youngstown, OH 44503
800-589-6468

Region 9
Lorain Office
300 West Erie & Broadway
Lorain, OH 44052
800-589-6469

*Denotes page number change with addendum 2.

ATTACHMENT FOUR
EQUIPMENT OWNED/AND OR REQUIRED BY THE OHIO LOTTERY COMMISSION

Technology (Owned by the State)

1. 1 Cash Explosion Game System
2. backup computers
3. Touch screen displays
4. 1 HD Video projector with fixed lens
5. 1-Mini-game, 2-Express-games and 1-Money Grab game

Hard set. (Owned by the State)

1. Audience riser system with seating for 150.
2. Contestant Podiums with Displays
3. 1 Championship Game Console
4. 1 Logo Sign
5. 1 Cash Explosion LED marquee
6. LED Game Board Screen
7. 1 Catwalk System with Pillars

*Denotes page number change with addendum 2.

ATTACHMENT FIVE
OWNERSHIP OF MATERIALS, COPYRIGHTS AND TRADEMARKS

The Contractor agrees that, at all times during the term of the Contract and thereafter, Game Show production and any conceptual design services provided in connection with the Game Show shall be considered a "work made for hire." During the Contract term, the Lottery shall enjoy complete exclusivity of the services to be delivered by the Contractor under the Contract. Such services shall include, but not be limited to, any finished or unfinished elements (no matter at what stage of completion), that are the result of the Contractor's partial or complete performance under the Contract.

Should the Contractor propose, and the Lottery accept, Game Show concepts and identifying names not produced in contemplation of the awarding of the Game Show Productions Services Contract, the Lottery and the Contractor must mutually agree on the cost for acquiring licensing rights to such concepts and names. The Contract will be written or amended to reflect the acquisition of any such licensing rights granted to the Lottery.

The Contractor shall agree that the Lottery shall have complete and sole ownership, during the term of the Contract and thereafter, of all working papers, scripts, files, logos, tapes (audio, video and graphic), discs, records, cassettes, sets, props, materials, devices and all other items procured, produced or in the possession of the Contractor by virtue of the Contract, except for that equipment used to record, videotape or pre- or post- produce the Game Show.

The Contractor agrees that neither it nor its subcontractors shall use any ideas or materials produced under the Contract, at any time, during the term of the Contract or anytime thereafter, to advertise any competitive product(s) without express written permission of the Lottery.

If the Contract is terminated for any reason, the Contractor shall agree to deliver to the Lottery, at the Contractor's cost, any and all sets, props, devices, scripts, materials, and/or other items specified herein that the Lottery may request, within thirty (30) days of that request.

The Contractor grants and assigns to the Lottery, and the Lottery will own, throughout the universe, all rights of every kind and nature, including without limitation, all copyrights, renewals and extensions of copyrights to the Game Show, including, but not limited to: all television, theatrical motion picture, live stage, merchandising, game and videotape, music, publication, multi-media, Internet and other computer-assisted and interactive media, ancillary, incidental and subsidiary rights, in and to any presentation tapes, the series and all episodes; and all literary, musical and dramatic materials, characters, concepts, properties, elements, names and titles contained therein, and the results of the services of the Contractor, the Game Show talent ("Hosts") and all other persons and entities rendering services in connection with the Game Show. Without limiting the generality of the foregoing, the Lottery shall have the sole and exclusive right throughout the universe to distribute, exhibit, sell, use, license and/or otherwise exploit the Game Show episodes and all rights therein in any medium, whether known or hereafter devised, and in such manner and to the extent, if at all, as the Lottery may determine in its sole discretion. Subject to the provisions of the Contractor's subcontract(s) with the Hosts and any other talent used by the Contractor (which the Lottery must first review and accept), the parties acknowledge that the Lottery shall have the right to use the names, likenesses, biographies, and recorded voices of the Host(s) and any other talent used by the Contractor in connection with any presentation tapes and Game Show episodes, including, without limitation, advertising, promotion and publicity therefore during the term of the Contract or any time thereafter.

The Lottery reserves the right to trademark all instant game and Game Show names and logos to be utilized in the production of the Game Show. In no event, will the Contractor at any time have any intellectual property rights whatsoever in any Lottery products or any elements thereof, or in any of the concepts that the Contractor may design for the Game Show. However, the Lottery, with this Contract, grants permission to the Contractor to utilize the trademarked logos of the Lottery solely for the purposes of providing the Game Show production services contemplated in this Contract. The Contractor agrees not to use the Lottery names, logos, images, nor any data or results arising from this Contract as a part of any commercial advertising without prior approval by the Lottery.

*Denotes page number change with addendum 2.

ATTACHMENT SIX
SPECIAL TERMS AND CONDITIONS FOR OHIO LOTTERY CONTRACTORS

Warranty. The Lottery 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 Lottery in the public mind, avoid not only impropriety but also the appearance of impropriety. Because of these concerns, the successful Offeror is expected to:

- A. Offer goods and services only of the highest standards.
- B. Use its 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 its goods or services over those of their competitors in a manner that will avoid unfavorable publicity for the Lottery industry.
- D. Avoid promotional activities that could be interpreted as improper and/or produce embarrassment to the Lottery industry.
- E. Report game show/security problems or potential game show/security problems only to the Lottery.

Background Checks and Prohibition Against Playing the Ohio Lottery. The Lottery may require the Contractor's principals and its staff working on the Lottery Contract be subjected to periodic criminal background checks conducted by the State pursuant to the requirements of Ohio Revised Code Section 3770.051 prior to the execution of the Contract, and at other times during the duration of the Contract if the State so requests. The Offeror understands that the officers, principals, and employees mentioned herein-above are prohibited from purchasing any Ohio Lottery tickets or claiming Ohio Lottery prizes during the term of the Contract.

Publicity. Any efforts by the Contractor to promote, solicit, or disseminate information regarding the scope of this Contract (including the issuance of press or news releases) is prohibited, unless otherwise agreed to in writing by the Director of the Lottery or its authorized representative.

*Denotes page number change with addendum 2.