

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395**REQUIREMENTS CONTRACT: MEDIA BUYER SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY**CONTRACT No.: OT902509EFFECTIVE DATES: 07/01/08 to 06/30/11
Renewal through: 03/31/14 *

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT902509 that opened on 06/27/08. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

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 OHIO DEPARTMENT OF PUBLIC SAFETY, 1970 WEST BROAD STREET, COLUMBUS, OHIO 43223, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements 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 website at the following address:

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

* Contract renewal through 03/31/14 per amendment # 2 effective 07/01/13

** Changed by amendment # 2 effective 07/01/13

Signed: _____ Date _____
Robert Blair, Director

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SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

SPECIFICATION QUESTIONS: Information regarding submission of questions and clarifications for this bid is provided on page one (1) of the bid. Through the indicated inquiry closure date/time, bidders may visit the Office of Procurement Services website to post bid related questions at <www.ohio.gov/procure>. Answers to all bidder questions will be posted on the Office of Procurement Services website and linked to the bid number. The State will make every effort to respond to website inquires within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective bidder shall respond to any verbal instructions or changes to this bid. Only communications issued by the Department of Administrative Services, Office of Procurement Services in the form of an addendum, will be considered valid.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, The State may use information garnered through third parties in the evaluation of a Bidder's financial responsibility.

CONTRACT AWARD: The award will be made to the lowest responsive and responsible bidder offering the lowest commission percentage of net placement of advertising who meets the specifications of this Invitation To Bid.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

TRANSPORTATION CHARGES: Any item(s) ordered from a contract awarded pursuant to this bid specific to shall be shipped F.O.B. destination, freight prepaid, unless noted in a Minimum Order clause. Shipment shall be made to the ordering institution.

MANDATORY/REQUIRED SUBMISSIONS: As specified, mandatory submissions must be submitted with the bid response. Required documentation/materials should be submitted with the bid. If not submitted with the bid, the bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of Procurement Services. Failure to provide mandatory submissions with the bid response or failure to provide the required documentation/materials, as applicable, within the stated time period may result in the bidder being deemed as not responsive.

For specific submission requirements, bidders should refer to the Bid Submission Check List for a listing of those mandatory submissions due with the bid response and those other submissions that should be submitted with the bid response, but which do not become mandatory until requested during the bid evaluation period.

CONTRACT RENEWAL: See Article S-6. Contract Renewal: This Contract may be renewed solely at the discretion of DAS for a period of one month. Any further renewals will be for an appropriate period of time by agreement. The cumulative time of all renewals may not exceed thirty six (36) months unless DAS determines that additional renewal is necessary.

FIXED-PRICE WITH WAGE ADJUSTMENTS: No price adjustment will be granted during the first twelve (12) months duration of the contract. Thereafter, should changes be approved to the Federal Minimum Wage Rates, Federal Mandatory Health Care Programs, Workers' Compensation and/or Unemployment Insurance rates and/or transportation costs, the Contractor may petition DAS to increase the contract price(s). If approved by DAS, the Contractor will only be entitled to the exact amount of the increase as approved in the respective program. DAS will not agree to any increase that is retroactive to the start date of the Contract or is within the above stated time period that prices may not be adjusted. The Contractor must give DAS a minimum of thirty-(30) calendar days notice prior to the effective date of the increase. The petition must be accompanied by documentary evidence to fully support the request (i.e. Federal Minimum Wage Scales, tariff schedules, etc.). If approved the increase will become effective on the date set forth in the request and will remain in effect for the duration of the Contract. Approval of said increase is at the sole discretion of DAS. No petition for increase will be considered for adjustments that occurred prior to the effective date of the Contract.

SAMPLES: Samples or examples of a bidder's work may be requested during evaluation, at the bidder's expense. Samples must clearly identify the bidder, the bid number, and the item the sample represents in the bid. DAS will return samples that are not destroyed by testing, at the bidder's expense, upon the bidder's timely request. DAS may keep the samples of the bidder awarded the contract until the completion of the contract. Unsolicited samples submitted in response to this Invitation to Bid will not be evaluated and DAS may dispose of them in any way it chooses.

SPECIAL CONTRACT TERMS AND CONDITIONS

USAGE REPORTS: Every twelve (12) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Jennifer Dammeyer, CPPB.

INSURANCE DOCUMENTS: Upon the policy renewal date, the contractor must submit, within thirty (30) days, updated insurance documents as required by this contract. The documents must include a current Workers' Compensation Certificate and an Acor Certificate of Liability Insurance and must include all required endorsements as described in the Supplemental Terms and Conditions of this contract.

Failure to maintain compliant insurance coverage per S-13 of the Supplemental Contract Terms and Conditions will be considered a default and will be cause for cancellation of the contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

These documents shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Jennifer Dammeyer, CPPB.

AFFIRMATIVE ACTION PLAN: All contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons.

An Affirmative Action Program Verification Form must be submitted to the Equal Opportunity Division to comply with the affirmative action requirements pursuant to the Ohio Revised Code 125.111(B). The form verifies the company's commitment to implement steps to ensure equal employment opportunity within their organization.

The Bidder must submit with their Bid verification that this process has been completed. The following link shall provide the Bidder with access to this website to complete the application. <http://www.das.ohio.gov/Eod/AAPV.htm>.

SPECIFICATIONS FOR MEDIA BUYING SERVICES FOR ODPS

I. SCOPE

This Invitation to Bid (ITB) describes the State's requirements for Media-Buying services and Media Administrative support in the form of an outsourced clearinghouse provider for the Ohio Department of Public Service (ODPS). The State will specify the public announcements, content desired, and confirm the availability of funding for desired services. The Media-Buyer will assist ODPS in developing the media campaign, recommend and negotiate media coverage, coordinate needed artwork, develop creative work, coordinate and reconcile advertising contracts, submit invoices to ODPS, and evaluate media approaches. ODPS estimates spending to be \$2,000,000 in FY09 and \$2,000,000 in FY10 on media advertising for various public safety campaigns. These requirements identify the specific services the selected Media-Buyer will perform.

The contract resulting from this Invitation to Bid is to be used by all ODPS divisions: Administration, Bureau of Motor Vehicles (BMV), Emergency Management Agency (EMA), Emergency Medical Services (EMS), Homeland Security (HLS), Investigative Unit (IU), State Highway Patrol (SHP). The divisions are to collaborate their work requirements with both the Media Buyer and the ODPS Communications Division.

II. DEFINITIONS

For purposes of this Invitation to Bid and resulting contract, the following definitions apply:

- A. Clearinghouse – Perform outsourced operations coordinating, directing, paying, reporting and evaluating Media Providers
- B. Media Provider – An entity or organization which provides media coverage through a specified medium or media
- C. Reimbursable Expenses – Payments made to approved media providers under this contract, and media buyer expenses identified in ODPS approved media plans under this contract.

III. CONTRACTOR REQUIREMENTS

The bidder must agree to perform the following services and specify that they will perform clearinghouse operations for ODPS under terms of the contract.

- A. Work collaboratively with ODPS, Office of Communications, to determine target audience(s) and scope of campaign(s) statewide.
- B. Provide demographics of target audience(s).
- C. Identify media approaches/outlets to best reach target audience(s).
- D. Based on identified target audience(s), develop a detailed Media Plan for a campaign to include proposed dates, markets, locations and estimated media impressions. This Media Plan should include, but is not limited to, radio and television air-time, publication space, outdoor space, and any other media used for advertising and promotional projects. Costs for each segment of the plan must be allocated individually.
- E. Must submit this Media Plan for approval to ODPS within ten (10) days after ODPS issues a Purchase Order. The media services are to be provided within ten (10) days of ODPS approving the media plan.
- F. Must be able to develop creative artwork as requested by ODPS. This cost will be mutually agreed upon on a per job basis by both ODPS and the Contractor, before the work is started. This cost will not be subject to the commission rate, and is used at the sole discretion of ODPS.
- G. As approved by ODPS, negotiate and procure media contracts.
- H. Coordinate layout and design of artwork as required for formatting with all media outlets as needed.
- I. Coordinate billing for all media contracts.
- J. Invoices must clearly identify charges by purchase order number (if more than one ODPS campaign is being billed.) Any disputes will be resolved at the discretion of ODPS.

SPECIFICATIONS (Cont'd)

- K. Contractor to pay media outlets for media purchased not later than seventy five (75) days after Contractor receipt of invoice.
- L. Reconcile any billing discrepancies before submission of invoice to ODPS within invoice or receipt time frame. Mail to Office of Communications on monthly report.
- M. Invoices are to be submitted to the ODPS Office of Communications monthly. All invoices must be submitted no later than thirty (30) days from the last date of service or job.
- N. The Contractor must submit a report, written or on disc, to the ODPS Office of Communications, on all media outlet accounts monthly. The report shall include balances due including due date and late balances, payments made the previous month, charges/balances in dispute and any pending charges.
- O. Coordinate printing and distribution of artwork for advertising (including, but not limited to, billboards, bus sides and tails, gas pump toppers, and bus stop signage) purchased. On an as needed basis, provide creative services for production of artwork or marketing materials for various safety campaigns.
- P. Coordinate purchasing, development, production, printing and distribution of artwork for advertising (including, but not limited to, billboards, bus sides and tails, gas pump toppers, and bus stop signage) for advertising purchased.
 - 1. Identify all requirements for all advertising messages.
 - 2. Coordinate distribution of ODPS artwork and specifications to outdoor advertisers as needed.
- Q. Provide in-depth, written media evaluation of all media approaches utilized. This must include presentation slides and/or graphs. Must be delivered to ODPS within thirty (30) days of the end of each campaign or monthly as required by the ODPS Office of Communications. Must include, but not limited to, answers to the following questions:
 - 1. How many paid airings or print ads occurred, including estimated gross impressions for each media approach?
 - 2. How many bonus match airings, print ads or other opportunities occurred, and within what time frame, including estimated gross impressions for each media approach?
 - 3. Were there any problems which affected the plan media purchases and how those problems were resolved?
 - 4. Were there any adjustments to the media plan that were made after the plan implementation and how the changes benefited ODPS.
- R. All products, reports and evaluations developed under this agreement are to be considered the property of ODPS and available on request.
- S. Travel may be required twice annually for out-of-state National Highway Traffic Safety Administration (NHTSA) media placement training for two (2) people for a maximum of four (4) days. The NHTSA media placement training provides a good opportunity for the contracted media buyer to fully understand the social marketing concept and expectations from NHTSA as a media buyer. A minimum of thirty (30) days notice of each required meeting will be given.

Travel expenses should be detailed on the following months invoice. All travel expenses shall be discussed and approved by ODPS before they are incurred. These mutually agreed upon expenses will include transportation, lodging and meals as pursuant to OBM guidelines Rule 126-1-02 of the Ohio Administrative Code. There will be no reimbursement of wages.

IV. ODPS RESPONSIBILITIES

- A. ODPS will provide the Media Buyer with clear media objectives in support of selected safety programs. The State will identify desired public announcements, content desired, and determine the available funding.
- B. ODPS will issue a valid Purchase Order (PO) for media services prior to media services being needed.

SPECIFICATIONS (Cont'd)

V. MANDATORY CONTRACTOR EXPERIENCE

Failure to meet any of the mandatory requirements may result in the bid being deemed non-responsive and further action toward award will not be taken.

- A. Media Buying Experience: Within the last four (4) years, the bidder must have experience in a media plan of similar services, acting as a Media Buyer for a campaign spending over \$1,500,000 using at least five different media approaches over at least six months. This experience must include the bidder providing media administrative services, managing media provider performance, and reporting.
- B. Public Sector Experience: Within the last three (3) years, the bidder must have experience purchasing at least \$500,000 of public sector advertising using at least two different media over a six-month period. Experience does not need to be from one campaign.
- C. Designated contact person experience: Our designated contact person must have at least two (2) years experience managing at least a \$500,000 campaign.
- D. References: Bidder must provide with their bid at least four (4) references for jobs of similar scope. The reference must provide the name and address of the company, the name and telephone number(s) of the contact person, a brief description of services provided and the length of service for that company. Upon request from Office of Procurement Services, the bidder will provide additional references if needed. Failure to provide verifiable references may result in the Bid being deemed as not responsive and no further consideration given.
- E. Part of the State's determination of an offeror's responsibility includes the offeror's financial ability to perform the Contract. This ITB requires the submission of audited financial statements from all offerors in their bids. Failure to provide audited financial statements as part of the Bid submitted may result in the Bid being deemed as not responsive and no further consideration given.

The State may use information garnered through third parties in the evaluation of a Bidder's financial responsibility.

- F. The Bidder must document and demonstrate their proficiency in Media Buying services by responding to the questions found in Exhibit A of this Bid. Additionally, all documentation and experience must be verifiable. Failure to document and demonstrate the required proficiency in the Bid response may result in the Bid being deemed as not responsive and no further consideration given.

PRICE SCHEDULE

OAKS ITEM # 14260

DESCRIPTION	MEDIA BUYER'S COMMISSION 07/01/11 through 03/31/14 *
PERCENTAGE COMMISSION ON MEDIA BUYER'S NET PLACEMENT OF ADVERTISING	<u>2.7</u> %

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND SHIPMENT:

BID CONTRACT NO.: OT902509-1 (07/01/13)*



0000077415
ST&P Communications, Inc.
320 Springside Drive, Suite 150
Fairlawn, OH 44333

CONTRACTOR'S CONTACT: Richard Kenney

TERMS: Net 30 Days

DELIVERY: As Specified

Telephone: (330) 668-1932
FAX: (330) 668-2078

E-mail address: rkenney@stpinc.com

IT/MIS CONTACT PERSON: Russ Kern

Telephone: (330) 668-1932

* Contract renewal through 03/31/14 per amendment # 2 effective 07/01/13.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
2	07/01/13	This amendment is issued to renew this contract for nine (9) months from July 1, 2013 through March 31, 2014 by mutual agreement of the parties and to change DAS assigned contract contact.
1	03/11/11	This amendment is to renew this contract for a period of 24 months effective 07/01/11 through 06/30/13 per mutual agreement and to reduce the Media Buyer's Commission to 2.7%. This amendment is also to update the Contract Analyst.