

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

MANDATORY USE CONTRACT FOR: MEDIA BUYER SERVICES

CONTRACT No.: OT902810

EFFECTIVE DATES: 11/01/09 to 10/31/11

*Renewable through 10/31/14

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT902810 that opened on 09/04/09. 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 Insurance, 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.state.oh.us

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 renewal.

Signed: _____
Robert Blair, Director Date

TABLE OF CONTENTS

<u>CLAUSES</u>	<u>PAGE NO.</u>
SPECIAL CONTRACT TERMS AND CONDITIONS	3-4
Amendments to Contract Terms and Conditions	3
Specification Questions	3
Evaluation	3
Contract Award	3
Delivery and Acceptance	3
Transportation Charges	3
Mandatory/Required Submissions	3
Contract Renewal	3
Fixed-Price with Wage Adjustments	3
Samples	3
Usage Reports	4
Insurance Documents	4
Affirmative Action Plan	4
SPECIFICATIONS FOR MEDIA BUYING SERVICES	5-7
Scope	5
Definitions	5
Contractor Requirements	5-6
ODI Responsibilities	6
Mandatory Contractor Experience	7
PRICE SCHEDULE	8
CONTRACTOR INDEX	9

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 inquiries 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: Gayle Blankenship, 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>.

*Denotes contract analyst update with amendment 2.

SPECIFICATIONS FOR MEDIA BUYING SERVICES

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 Insurance (ODI). ODI will specify the public announcements, content desired, and confirm the availability of funding for desired services. The Media-Buyer may assist ODI in developing a media campaign, recommend and negotiate media coverage, coordinate needed artwork, develop creative work, coordinate and reconcile advertising contracts, submit invoices to ODI, and evaluate media approaches. The majority of the work are new set ups and not replicated from previous orders. During a 12 month period estimated annual spend is \$100,00-\$175,000. The majority of media spend is fulfilled in the summer and fall. The anticipated future usage is likely to remain the same, but can go up to \$200,000.00 based on Federal grants available. The dollar amount of spend may vary depending on the size of campaigns, federal grants awarded, and other considerations.

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 ODI approved media plans under this contract.
- D. OSHIIP – Ohio Senior Health Insurance Information Program

III. CONTRACTOR REQUIREMENTS

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

- A. Work collaboratively with ODI 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 as necessary, used for advertising and promotional projects. Costs for each segment of the plan must be allocated individually.
- E. Excluding any rush orders, the Contractor must submit this Media Plan for approval to ODI within ten (10) days after ODI issues a Purchase Order. The media services are to be provided within ten (10) days of ODI approving the media plan. In the event of a rush, ODI will provide as much notice as possible, but the Contractor should be willing to work within restricted timeframes and make every reasonable effort to meet the requests.
- F. Customarily, ODI will create their own artwork. However, at times the awarded Contractor must be able to develop creative artwork as requested by ODI. This cost will be mutually agreed upon on a per job basis by both ODI 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 ODI.
- G. As approved by ODI, 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 spending by purchase order number (if more than one ODI campaign is being billed.) Any disputes will be resolved at the discretion of ODI.

SPECIFICATIONS FOR MEDIA BUYING SERVICES

- 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 ODI within invoice or receipt time frame. Mail to ODI on monthly report.
- M. Invoices are to be submitted to the ODI 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 ODI 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. In addition, the Contractor shall supply clippings of all print media on a monthly basis.
- O. Coordinate printing and distribution of artwork for advertising purchased. On an as needed basis, provide creative services for production of artwork or marketing materials for various campaigns.
- P. Coordinate purchasing, development, production, printing and distribution of artwork for advertising purchased.
- Q. Provide in-depth, written media evaluation of all media approaches utilized. This must include presentation slides and/or graphs. Must be delivered to ODI within thirty (30) days of the end of each campaign or monthly as required by the ODI 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 ODI.
- R. All products, reports and evaluations developed under this agreement are to be considered the property of ODI and available on request.

IV. ODI RESPONSIBILITIES

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

SPECIFICATIONS FOR MEDIA BUYING SERVICES

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. Supporting evidence must be submitted within 5 business days after notification.

- 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 \$100,000 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 \$50,000 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: The Bidder's designated contact person must have at least two (2) years experience managing at least a \$100,000 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 the 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 a Bidder's responsibility includes the Bidder's financial ability to perform the Contract. The Office of Procurement Services may use information garnered through third parties in the evaluation of a Bidder's financial responsibility. This information may also be requested at anytime during the life of the Contract.

PRICE SCHEDULE

OAKS Item ID# 14724

DESCRIPTION	MEDIA BUYER'S COMMISSION 11/01/09 through 10/31/11
*PERCENTAGE COMMISSION ON MEDIA BUYER'S NET PLACEMENT OF ADVERTISING	_____2.69_____%

* Media Buyer's commission is not to be considered in the Media Buyer's net placement of advertising.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT902810-1(10/31/14)



Contractor OAKS ID# 160460

Local Office:

Unwired Media, LLC
P.O. Box 1506
Powell, OH 43065

TERMS: Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: Bill Gavin

Telephone: (614) 841-0102
FAX: (614) 781-5462
E-Mail: billgavin@unwiredmedia.us

*Indicates the renewal.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
6	05/01/14	This amendment is to renew the contract for an additional six months effective 05/01/14 through 10/31/14
5	11/01/13	This amendment is to renew the contract for an additional six months effective 11/01/13 through 04/30/14
4	05/01/13	This amendment is to renew the contract for an additional six months effective 05/01/13 through 10/31/13
3	11/01/12	Correction: This amendment is to renew the contract for an additional six months effective 11/01/12 through 04/30/13 and to change the procurement analyst
2	11/01/12	This amendment is to renew the contract for an additional six months effective 11/01/12 through 04/30/12 and to change the procurement analyst
1	11/01/11	This amendment is to renew the contract for an additional 12 months effective 11/01/2011 through 10/31/2012 and to change the procurement analyst