

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: ADVERTISING AND/OR PUBLISHING NOTICE OF UNCLAIMED FUNDS

CONTRACT No.: OT906812

EFFECTIVE DATES: 07/16/12 to 06/31/14

*Renewal through 06/30/15

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT906812 that opened on 06/27/12 and the supplemental Bid No. OT902113 that opened 08/17/12, both of which become a part of this contract. 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 DEPARTMENT OF COMMERCE, 6606 Tussing Road, Reynoldsburg, Ohio 43068, 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 Web site at the following address:

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

Signed: _____
Robert Blair, Director Date

*Denotes contract renewal and contract Analyst update with amendment 2.

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*Denotes page correction with amendment 2.

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.

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.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined by adding the FY2013 cost and the FY2014 cost together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive.

FIRM FIXED-PRICE CONTRACT: The contract is a Firm Fixed-Price Contract. The Contractor(s) is required to provide to the using agency supplies or services at the listed price(s) for the duration of the contract, and any extensions thereto.

***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.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS: The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

*Denotes contract updated with amendment 2

SPECIAL CONTRACT TERMS AND CONDITIONS Cont'd

INSURANCE REQUIREMENTS:

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

DISCLOSURE OF SERVICE PROVIDERS (See Standard Contract Terms and Conditions, Section [Roman Numeral] V. General Provisions:, Paragraph G.):

Bidders seeking to enter into a service contract shall disclose the following:

a) Principal location of business for the contractor (Name/City/State/Country)

b) Principal location of all subcontractors (Name/City/State/Country)

c) Location where services will be performed (Name/City/State/Country)

d) Location where any State data, applicable to the Contract, will be maintained or made available (Name/City/State/Country)

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors, locations where services will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES: The Contractor affirms to have read and understands [Executive Order 2011-12K](#) and shall 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 bidder must complete the attached Contractor/Subcontractor Affirmation and Disclosure form attachment to abide with Executive Order 2011-12K, affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

Standard Affirmation and Disclosure Form – Must complete Attachment A.

SCOPE OF WORK AND SPECIFICATIONS

OVERVIEW:

On behalf of the Superintendent of the Division of Unclaimed Funds, the Contractor shall provide comprehensive services to assist the Division in designing, developing, preparing, drafting, editing, updating, processing, and implementing newspaper advertisement notices of unclaimed funds as required pursuant to [ORC section 169.06](#) for ads/notices to be prepared and/or published by the Division during Fiscal Years 2013 and 2014, as specified by the Division, and beginning with ads to be published on or after March 1, 2013. Services shall include advice and consultation, planning, information processing, laser printout of page proofs, photo-typesetting, composition, printing, packaging, scheduling, delivery, placement and all other tasks related to the professional completion and publication of newspaper print advertisement notices of unclaimed funds accounts.

A sample, one-year advertising schedule showing the Ohio counties in which the ads must run is attached and made a part hereof as [Attachment B](#). The Contractor must provide and/or meet a like schedule for each year during the term of the Contract and must immediately begin the provision of services upon the Contract's start date.

REQUIREMENTS:

Under the terms of the Contract, the Contractor shall do the following and meet the following standards:

- a. Contractor will schedule an initial meeting with the Agency (Dept. of Commerce) immediately after award and meet regularly throughout the term of the Contract, as determined by the agency in the initial meeting.
- b. Assign a coordinator to be the primary contact for the Agency.
- c. Advertising notices for unclaimed funds are to be prepared for publication according to the advertising schedule (see sample, Attachment B) beginning with the counties scheduled in March 2013.
- d. Material to be published shall include selected accounts identified by the Division pursuant to Chapter 169 of the Revised Code.
- e. Assist the Division in performing all phases of advertisement and notice design, development, and publication, including editorial preparation, design and layout, typesetting, editing, updating, printing, packaging, scheduling, delivering, publishing, and communication with newspapers and/or media entities.
- f. With approval of the agency, the contractor will identify an appropriate English language newspaper within each county in which to publish the annual notice of unclaimed funds.
- g. Ads will run 1 time annually in each of the counties listed on Attachment B.
- h. Contractor will negotiate publication space and pricing with the appropriate English language newspaper.
- i. A file (Word or pdf) of the names of the unclaimed property owners is emailed to the vendor. The art for the front and back of the tab ads, director's message, if included, and other copy are also provided by email from Commerce Communications.
- j. The text, style and design of the advertisement will be specified by the Agency. At a minimum the Agency will provide to the Contractor the art work and text to be placed in each advertisement. Each advertisement will be preapproved by the Agency before publication. The contractor is responsible for ensuring that each advertisement is compatible with the selected newspaper.
- k. Ad sizes vary from a few column inches to a multiple page tabloid. The size of the ad will depend on the amount of names that need to be listed for that particular county. The largest ad in recent history was a 92-page tab insert in 2012 for Cuyahoga County. See Attachment C.
- l. The majority of the advertisements will be black and white but some advertisements will also have color elements as determined by the Agency. (Usually the cover sheet and back of the tab sheet)
- m. Font size may not be less than 7 point.
- n. Contractor will receive invoices from newspapers, verify and pay for ad placements.
- o. Contractor will provide monthly report to the Agency documenting ad placements and details of expenditures.
- p. Contractor will bill agency monthly for ad placements and contractor's activities. Verification of payment must accompany billings for ad placements. The format of the bill will be solidified at the initial meeting.

PRICE SCHEDULE

***Vendor:** Ohio Newspaper Services, Inc. dba AdOhio **Dates for Services:** 08/27/12 – 02/28/13

DESCRIPTION	<u>FY 2013</u>
Price for Contractor's Services Only (To include all work to be performed as listed on Page 5 in the Scope Of Work and Specifications, except the price of newspaper advertisements. Newspaper advertisements will be detailed on the contractor's invoice on a separate line and not included in this amount.	<u>\$4,400.00</u>

All prices must be in U.S. Dollars.
 There will be no additional reimbursement for travel or other related expenses

Vendor: Triad Communications **Dates for Services:** 03/01/13 – 06/31/14

DESCRIPTION	<u>FY 2013</u>	<u>FY 2014 *</u>
Price for Contractor's Services Only (To include all work to be performed as listed on Page 5 in the Scope Of Work and Specifications, except the price of newspaper advertisements. Newspaper advertisements will be detailed on the contractor's invoice on a separate line and not included in this amount.	\$ <u>49,000.00</u>	\$ <u>47,500.00</u>

The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined by adding the FY2013 cost and the FY2014 cost together to arrive at a total for all items. While bidders are to provide the annual price, the awardee will be expected to bill expenses as they occur on a monthly invoice.

All prices must be in U.S. Dollars.
 There will be no additional reimbursement for travel or other related expenses

*Denotes price will remain the same for FY 2015 with contract renewal on amendment 2.

CONTRACTOR INDEX



*144948
Ohio Newspaper Services, Inc.
Dba AdOhio
1335 Dublin Rd., Suite 216B
Columbus, Ohio 43215

BID CONTRACT NO.: OT906812-2 (02/28/13)

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Mr. Walt Dozier

Telephone: (614) 486-6677
FAX: (614) 486-6373
E-mail: wdozier@adohio.net



150011
Triad Communications, Inc.
2006 Fourth Street
Cuyahoga Falls, Ohio 44221

BID CONTRACT NO.: OT906812-1 (06/31/15) *

TERMS: Net 30 Days

*CONTRACTOR'S CONTACT: Ms. Gina Ferraro

Toll Free: (866) 773-7371
Telephone: (330) 237-3531
FAX: (330) 237-3581
E-mail: gina.ferraro@triadadv.com

*Denotes contract renewal and denotes contract contact update with amendment 2.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
3	06/23/15	Issued notice of non-renewal
2	04/14/14	This amendment is issued to renew the contract through 06/30/15. Additionally this amendment is issued to update the contractor contact and update the contract analyst contact for this contract.
1	08/27/12	This amendment is issued to indicate that Supplemental Bid # OT902113 will become a part of this contract. This addition will add a vendor and dates of services on the Price Schedule page as well as add pages 7 and 8 to the original contract.