

INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER <u>OT906811</u>	OPENING DATE (1:00 p.m.) <u>MAY 20, 2011</u>	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. DOH056	BID NOTICE DATE MAY 5, 2011	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD) <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". _____%, _____ Days, Net 30 Days			
<u>PARTICIPATING AGENCY(IES):</u> OHIO DEPARTMENT OF HEALTH, 246 N. High Street, Columbus, OH 43215			
<p><u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</u></p> <p>MEDIA BUYER SERVICES</p> <p><u>TERM OF CONTRACT:</u> This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>07/01/11</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>06/30/13</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.</p> <p><u>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS,</u> Revised 10-01-07, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.</p> <p>By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.</p> <p>Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.procure.ohio.gov/ All questions should be submitted a minimum of five (5) working days prior to the bid opening date.</p>			
PRINTED/TYPED SIGNATURE 		AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	
		DATE	

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

REQUIRED CERTIFICATION FOR BIDDING

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICA): [Not applicable to "**Excepted Products**"]

1. Where is each product/services being offered mined, raised, grown, produced or manufactured?
 United States: _____ (State) Canada Mexico (Go to B-1)
 Other: (Specify Country) _____ (Go to A-2)
2. End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.
 Yes (Go to Section B-1) No (Go to Section A-3)
3. The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.
_____(Item) _____(Country of Origin)
_____(Item) _____(Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

B. OHIO PREFERENCE (BUY OHIO):

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio. 
 Yes (Go to C) No (Go to B-2)
2. Bidder has significant economic presence within the state of Ohio. Yes (Answer a, b, c, d below) No (Go to B-3)
 - a) Bidder has paid the required taxes due the state of Ohio Yes No
 - b) Bidder is registered with the Ohio Secretary of State
 Yes (Charter/Registration No.: _____) No
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:
<http://www.sos.state.oh.us/>
 - c) Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
 - d) Bidder has seventy-five percent or more employees based in Ohio or border state. Yes No (Go to B-3)
3. Border state bidder:
 Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-4)
4. Border state bidder: mined products mined in respective border state Yes No Not Applicable

C. E.D.G.E. DESIGNATION

Bidder is certified E.D.G.E. business Yes No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:

<http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

A. DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION (DMA)

The Bidder being awarded this Contract must:

- A. review the Terrorist Exclusion List at http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf
2. complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form <http://www.publicsafety.ohio.gov/links/HLS0038.pdf> and submit this with your bid response.

Failure to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form may result in the bidder being deemed not responsive and/or may invalidate any Contract award. If not submitted with the bid response, the bidder will have seven (7) calendar days, after notification, to submit the form.

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.

EXAMPLES: The bidder may be required to submit examples of the previous projects for the services being offered. If the examples are needed, the bidder will be required to provide the samples within ten (10) calendar days after notification. Failure to provide the examples within the stated time period will result in the bidder being deemed not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders".

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.

FIRM FIXED-PRICE CONTRACT: The contract is a Firm Fixed-Price Contract. The Contractor(s) percentage rate will remain consistent throughout the term of the Contract.

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.

BID AUTOMOBILE LIABILITY CHECKLIST:

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 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.

SPECIFICATIONS AND REQUIREMENTS
MEDIA BUYER SERVICES

I. Scope of Work:

The Ohio Department of Health (ODH) has on a number of past occasions conducted proactive media campaigns on various public health issues including chronic and infectious diseases, organ donation and pandemic influenza awareness. The ODH seeks a media buyer to lend expertise and assist future campaigns.

ODH receives grant funding from a number of sources to promote various health topics including disease prevention, healthier lifestyles and preparedness for catastrophes such as pandemic flu. Some national health promotion campaigns have media material (e.g., TV and radio spots, camera-ready print layouts, etc.) created to accompany the funding. For all other campaigns, ODH has a video and design center capable of creating needed material.

As planned and future projects develop, the ODH will utilize the successful Contractor to assign in the placement of various media campaigns of television, radio, print, billboard, Internet, transit, sponsorship and non-traditional media to enable the ODH to effectively and efficiently share health messages with Ohioans. These campaigns may have a general demographic reach or a highly targeted effort to specific markets and demographics.

The ODH is seeking expertise in media buying, knowledge of Ohio media and sufficient staffing and resources to successfully promote the ODH and the state of Ohio.

II. Contractor Requirements:

All products and data developed during this Contract become the property of the ODH. Media buys and use of any contract resulting from this bid is at the discretion of the ODH.

The ODH will provide the writing and production for audio, video, Internet and print advertisements.

1. The successful Contractor will provide recommendations to the ODH for media campaigns to purchase paid advertisements and/or additional advertisements. These recommendations will include cost, details and desired outcomes.
2. Assist in pre-campaign research of Ohio media.
3. Determine audiences and scope of campaign before campaign launch.
4. Research demographics of potential audiences.
5. Identify media approaches to best reach target audiences.
6. Identify media outlets that will impact demographics of various audiences.
7. Recommend and negotiate radio and television air-time for commercial-type announcements, publication space for print outlets and outdoor space, Internet site advertisements, and any other media used for advertising and promotional projects.
8. Based on identified target audiences and desirable media approaches, develop a detailed media plan for the campaign to include proposed dates, times, locations, media outlets and estimated gross media impressions.
9. Upon approval from the ODH, negotiate and procure media contracts.
10. During the course of the advertising campaign, ensure all advertisements complete their run by established deadlines.
11. After completion of an assigned advertising campaign, verify advertisement placements were fulfilled during the time and locations agreed upon with the media outlets.
12. Using approved ODH funds, receive, verify and pay valid invoices for media buys.
13. Provide an after-action report upon closeout of the media event that would include details of expenditures to include administrative costs. Within the after-action report, provide a summary report of the estimated audiences reached by the campaign. This after-action report must be submitted within 60 days of completion of each media campaign

The Contractor must provide overall management for the services outlined in this bid. The State will provide oversight of these services. The Contractor must provide and perform all services as identified in accordance with appropriate government regulations, industry standards, and those designated in this bid. The selected Contractor must utilize

qualified personnel that are able to perform the work required and specified in this bid. Unless otherwise approved by the ODH Contract Administrator, all work performed and materials used under this contract shall conform to the latest version of all ODH manuals, standards, specifications, statewide special specifications, policies, and procedures, and associated addenda and amendments. All materials (including source files, graphics, images, etc.) developed during the course of this contract shall be provided to ODH throughout the contract term, as appropriate.

III. Meeting Attendance and Reporting Requirements.

The Contractor's project management approach must adhere to the following Project meeting and reporting requirements:

- A. A pre-performance meeting is required with ODH to select the reporting format, review performance requirements and method of reporting.
- B. The successful Contractor may be required to provide monthly, written status reporting and exception-level status reporting to the Program Manager.
- C. The successful Contractor may be required to participate in weekly status meetings conducted by conference call.
- D. The ODH may require information and/or data be provided at different frequencies of time based on the work being performed and the schedule of performance.

IV. Billing/Invoicing.

Each invoice must contain the following information:

- A. Contractor's name and address;
- B. Contractor's unique invoice number;
- C. Contract number;
- D. Agency name;
- E. Agency billing address;
- F. Agency's purchase order number;
- G. Itemization of service provided;
- H. Dates of services;
- I. Copies of paid invoices for media buys.

Invoices may be mailed to the following address:

Ohio Department of Health
ATTN: Accounts Payable
246 North High Street
Columbus, OH 43215

PRICE SCHEDULE

DESCRIPTION	Mark-Up Percent over Contractor's Cost
Costs to ODH for the development and implementation of media buying campaigns. The cost must be expressed in a percentage number. The ODH will pay this percentage to the Contractor based on the cost of the media purchased.	_____ %
	MUST BE A PERCENTAGE NUMBER