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 BUYING SERVICES

CONTRACT No.: OT903316

EFFECTIVE DATES: 12/17/15 to 08/31/16
Renewal through 08/31/18 *

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT903316 that opened on 11/30/15. 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 (Revised 10/2013), 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 the Ohio Department of Education , 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.

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

http://www.ohio.gov/procure

Minority Business Enterprise Award in accordance with ORC CH. 125.081

* Denotes renewal of the contract with amendment 1.

Signed: _____
Robert Blair, Director Date

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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.

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: A contract will be awarded 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.

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 seven (7) 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.

EXAMPLES OF WORK: Examples of a Bidder's work may be requested during evaluation, at the Bidder's expense. The examples will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, the bidder will be required to provide the examples within seven (7) calendar day after notifications. Failure to provide examples within the stated time period will result in the bidder being deemed not responsive. Examples must clearly identify the Bidder, the Bid number, and the item the examples represents in the Bid. DAS will not return the examples. DAS may keep the examples of the Bidder awarded the contract until the completion of the contract. Unsolicited examples submitted in response to this Invitation to Bid will not be evaluated and DAS may dispose of them in any way it chooses.

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 (e.g. 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.

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.

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 (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.

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 Education (ODE). The awarded Media Buying Contractor, will work with Program contacts within the Department of Education, to distribute media. In a collaborative effort the Contractor along with the Program will determine the best means to deliver the message the Program desires. Contractor professionals will be available for meetings per timelines established by the Program as detailed below. Outcomes of the efforts will be in the form of and where needed a mixture of: Print, Radio, Television and Social Media. Copies of all print work will be provided to the Programs in electronic form. Copies of all radio and television recording will be delivered in appropriate format. Time lines will be established when the Program contacts the Contractor and request media services.

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 ODE 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 ODE under terms of the contract.

A. Work collaboratively with ODE.

B. Assist with defining best media approaches/outlets to best reach target audience(s), if requested.

C. Based on identified target audience(s), develop a detailed Media Plan 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, social media and any other media as necessary, used for advertising and promotional projects. Costs for each segment of the plan must be allocated individually.

D. Excluding any rush orders, the Contractor must submit this Media Plan for approval to ODE within ten (10) days after ODE issues a Purchase Order. The media services are to be provided within ten (10) days of ODE approving the media plan. In the event of a rush, ODE 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.

E. As approved by ODE, negotiate and procure media contracts.

F. Coordinate layout and design of artwork as required for formatting with all media outlets as needed.

G. Coordinate billing for all media contracts.

H. Invoices must clearly identify spending by purchase order number.

I. Contractor to pay media outlets for media purchased not later than seventy five (75) days after Contractor receipt of invoice.

J. Reconcile any billing discrepancies before submission of invoice to ODE within invoice or receipt time frame. Mail to ODE on monthly report.

K. Invoices are to be submitted to the ODE monthly. All invoices must be submitted no later than thirty (30) days from the last date of service or job.

SPECIFICATIONS FOR MEDIA BUYING SERVICES

L. The Contractor must submit a report, written or on disc, to ODE 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.

M. Coordinate printing and distribution of artwork for advertising purchased.

N. Coordinate purchasing, development, production, printing and distribution of artwork for advertising purchased.

O. Provide in-depth, written media evaluation of all media approaches utilized. This must include presentation slides and/or graphs. Must be delivered to ODE within thirty (30) days of the end of each project or monthly as required by the ODE. 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 ODE?

P. All products, reports and evaluations developed under this agreement are to be considered the property of ODE and available on request.

IV. ODE RESPONSIBILITIES

A. ODE will provide the Media Buyer with clear media objectives. ODE will identify desired public announcements, content desired, and determine the available funding.

B. ODE will issue a valid Purchase Order (PO) for media services prior to media services being needed.

V. 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 two (2) years, the Bidder must have experience, acting as a Media Buyer. This experience must include the Bidder providing media administrative services, managing media provider performance, and reporting.

B. Public Sector Experience: It is preferred that the Bidder has experience purchasing of public sector advertising using at least two different media.

C. Designated contact person experience: The Bidder’s designated contact person must have at least two (2) years’ experience managing media buying.

D. References: Bidder must provide with their Bid at least three (3) 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 any time during the life of the Contract.

PRICE SCHEDULE

DESCRIPTION	MEDIA BUYER'S COMMISSION 12/17/15 through 08/30/16
*Cost to Ohio Department of Education for the implementation of media buying services. The cost must be expressed in a percentage number. The Department of Education will pay this percentage to the Contractor based on the cost of the media purchased.	_____2_____%

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

All costs must be in U.S. Dollars.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

CONTRACT NO.: OT903316-1

Minority Business Enterprise

Vendor ID#: 179339

Singleton & Partners, LTD
740 West Superior Suite, 102
Cleveland, OH 44113

DELIVERY: PER THE CONTRACT

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Ms. Renee Singleton

Telephone: (216) 344-9966
Fax: (216) 344-9920
E-Mail: Renee@singletonpartners.com

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
1	09/01/16	Contract renewal for twenty-four (24) months 09/01/16-08/31/18.