

**Ohio Department of Natural Resources
Division of Watercraft
Invitation To Bid (ITB)**

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INVITATION TO BID

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ADVERTISING AGREEMENT

OHIO BOAT OPERATORS GUIDE

THIS AGREEMENT is entered into, this _____ day of _____ by and between the State of Ohio, Ohio Department of Natural Resources (ODNR), Division of Watercraft with its principal office at 2045 Morse Road, Bldg. A, Columbus, Ohio 43229-6693 hereinafter referred to as the "Publisher" and

_____ located at

_____ hereinafter referred to as the "Advertiser."

RECITALS

WHEREAS the Advertiser wishes to place an advertisement(s) in the Publisher's printed publication entitled *Ohio Boat Operators Guide*;

WHEREAS, for good and valuable consideration, the Publisher agrees to rent ad space(s) to the Advertiser in the publication entitled *Ohio Boat Operators Guide* and, if requested, to provide Advertiser with other services as specified herein;

WHEREAS the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

NOW, THEREFORE, in consideration of the promises and payments made herein and intending to be legally bound, Advertiser and Publisher hereby agree as follows:

1.0 TERMS OF AGREEMENT

1.1 The terms of this Agreement are effective as of the date first written above and will terminate **June 30, 2014**. The quantity of this printing of the *Ohio Boat Operators Guide* may last one to one and a half years and will continue to be distributed after June 30, 2014. If the Publisher and the Advertiser have continuing obligations under this Agreement, the agreement may be renewed by mutual agreement executed by both parties in writing, on the same terms, conditions, and pricing, unless otherwise terminated by written Agreement of the parties.

2.0 PUBLISHER'S SERVICES

2.1 The Publisher agrees to rent to the Advertiser ad space(s) in its publication entitled *Ohio Boat Operators Guide* to display an advertisement (hereinafter referred to as the "Ad") for the total bid price in accordance with the specifications attached to this Agreement as "**Schedule A**" (hereinafter referred to as the "Additional Specifications").

2.2 The Publisher agrees to offer Ad design services for a fee in accordance with the Additional Specifications.

2.3 The Publisher reserves the right to select or reject advertisers based on the compatibility and propriety of the Advertiser with a medium and with the mission and goals of the Publisher.

2.4 The Publisher **will not** accept advertising for illegal activities, tobacco products, alcoholic beverage products, pornographic products, fireworks, that portrays any unsafe or improper activity, private lotteries, scientifically unproven technologies, ads claiming to provide a health or medical benefit, advertising for political candidates, advertising that contains or conveys a political message, any advertising that implies endorsement by the Publisher, or one that is demeaning to any protected class, including but not limited to minorities, ethnic groups or women. The Publisher may reject advertising from any entity whose activities are either intended or may be construed to influence the outcome of any election, department permitting, contracting or other regulatory program.

2.5 All publications carrying advertising will include a disclaimer of Publisher approval or endorsement of advertised products or advertisers. The Advertiser will not advertise that it is doing business with the State or use this Contract as a marketing or sales tool without prior, written consent of the Chief of the Division of Watercraft.

2.6 The Publisher may reject advertising from any entity whose activities are either intended or may be construed to influence the outcome of any election, Ohio Department of Natural Resources permitting, contracting, or other regulatory program.

3.0 CONSIDERATION

3.1 With respect to the Ad space(s) rental and other services to be provided, the Advertiser shall pay to the Publisher the total bid price indicated in the Additional Specifications.

3.2 The Publisher shall send all invoices, awards, and/or pertinent communication to the Advertiser's address indicated in the Additional Specifications or to any other address the Advertiser may communicate to the Publisher after the effective date of this Agreement.

3.3 This agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and taken together shall be deemed to be one and the same instrument. This agreement may be executed and delivered by the Publisher electronically in Microsoft Word or PDF format.

4.0 ADVERTISER'S OBLIGATIONS

4.1 The Advertiser hereby agrees to pay the State the sum of \$ _____ due upon execution of this agreement directly to the **ODNR Division of Watercraft, Boating Education and Enforcement Section, Attention: Ohio Boat Operators Guide Advertising, 2045 Morse Rd., Bldg. A-2, Columbus, Ohio 43229-6693**, according to the terms and conditions of payment indicated in the Additional Specifications.

4.2 Advertiser shall provide the Ad(s) in the format and within the deadlines indicated in the Additional Specifications, unless it has retained the Publisher's services for the Ad(s) design.

4.3 Advertiser shall collaborate with the Publisher and provide the Publisher all of the required information necessary to ensure the execution of the services to be provided;

4.4 Advertiser shall promptly report to the Publisher any problem of which it may be aware of concerning the Ad(s) display according to the production schedule and timeline stated in the Additional Specifications.

4.5 Advertiser is solely liable for the Ad(s) content and for any and all damages arising from its use or display.

4.6 Advertiser shall defend and hold harmless the Publisher in any legal proceedings instituted by a third party alleging fault on the part of the Publisher resulting from the presence, use, or display of the Ad(s) or of the information contained therein, and shall indemnify the Publisher, its officers, agents, and employees for any loss, cost, or expenses (including legal fees) that the Publisher may incur as a consequence thereof.

4.7 Advertiser may not transfer to a third party any of its rights under this Agreement including without limitation the lease of the Ad(s) space, in whole or in part, without the prior written consent of Publisher.

4.8 The Advertiser certifies that neither it nor its employees are public employees of the Publisher under federal and state law for tax, retirement deduction or contribution, and Workers' Compensation purposes and that the Advertiser carries Workers' Compensation coverage if required to do so under Ohio law.

5.0 ASSIGNMENT/DELEGATION

5.1 The Advertiser will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of the Publisher. Any assignment or delegation not consented to may be deemed void by the Publisher.

6.0 Termination

This Agreement shall terminate on _____, 20__.

The Publisher may, at any time after execution of this Agreement, upon 30 days written notification, terminate any portion or all of the work or services. In the event of such termination, the Advertiser shall be paid a pro rata amount for services rendered up to the time of termination.

7.0 Non-Discrimination provision

Pursuant to RC 125.111, the Advertiser agrees that neither Advertiser nor any person acting on behalf of Advertiser will discriminate, by reason of race, color, religion, sex, age, disability, military status as defined in Section 4112.01 of the Ohio Revised Code, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Advertiser further agrees that neither Advertiser nor any person acting on behalf of Advertiser, shall discriminate in any manner against, intimidate, or retaliate against any employee hired for the performance of work under the Agreement on account of race, color, religion, sex, age, disability, military status as defined in Section 4112.01 of the Ohio Revised Code, national origin, or ancestry. Advertiser agrees to comply with all pertinent provisions of Section 125.111 of the Ohio Revised Code.

8.0 Independent Contractor and Ohio Retirement System Retirant

The Advertiser in this Agreement is an independent contractor as defined by the Internal Revenue Code.

If Advertiser is a PERS Retirant, as defined by R.C. § 145.38, Advertiser shall notify the Publisher of such status in writing prior to the commencement of Work. Notices pursuant to this Paragraph IV shall be sent to the Publisher's Director of Human Resources by mail at 2045 Morse Rd., Building D-2, Columbus, Ohio 43229, by fax at _____, or by email at _____. The Publisher shall not be responsible for any changes to Advertiser's retirement benefits that may result from entering into this Agreement nor will the State make any contributions to the public employees' retirement system on behalf of any of the individuals employed by the Advertiser, or its sub-Advertisers or other agents. Advertiser acknowledges and agrees any individual providing personal services under this Agreement is not a public employee for purposes of R.C. Chapter 145. The Advertiser certifies that it is a business entity with five or more employees as defined at R.C. § 145.037 (A) for the purposes of the application of R.C. Chapter 145, or that Advertiser has completed the necessary forms and returned it to the Publisher if Advertiser is a business entity with no more than four (4) employees.

9.0 Drug Free Workplace

Advertiser agrees to comply with all applicable state and federal laws regarding drug-free workplace. Advertiser shall make a good faith effort to ensure that all Advertiser employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

10.0 Ohio Elections Law

Advertiser affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

11.0 Compliance with Laws

The Advertiser agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. Advertiser and its employees are not employees of the State with regard to the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, and state revenue and tax laws. Advertiser accepts full responsibility for payment of any and all taxes, insurance premiums, or payroll deductions required for all employees engaged by Advertiser in the performance of the work authorized by this Agreement, including without limitation, unemployment compensation, workers' compensation, and all health care, income tax, social security, and Medicare deductions. The State is exempt from federal, state, and local taxes and shall not be liable for any taxes under this Agreement.

The laws of the state of Ohio shall govern this agreement and any claims arising in any way out of this Agreement. Any provision of this Agreement prohibited by the law of Ohio shall be deemed void and of no effect, including, without limitation, Revised Code Section 149.43. Any litigation arising out of or relating in any way to this Agreement or the performance hereunder shall be brought only in the courts of Ohio, and Advertiser hereby irrevocably consents to such jurisdiction.

12.0 Self-Insurance

The State of Ohio is self-insured for the indemnification of its officers and employees in the maximum aggregate amount of one million dollars per occurrence in accordance with section 9.87 of the Ohio Revised Code.

13.0 Liability

The parties agree that Advertiser shall be solely responsible for any and all claims, demands, or causes of action arising from Advertiser's obligations under this agreement, including any costs, attorney fees or expenses, in any litigation that may arise from the performance of this Agreement. The Advertiser for itself and for any permitted Assignee further will indemnify and hold the Publisher and its officers, agents

and employees against any expenses (including attorney fees) and losses resulting from the [publication of the content of the advertisements(s), including, without limitation, claims or suits for libel, violation of privacy, copyright infringement or plagiarism. It is specifically understood and agreed that the Publisher does not indemnify Advertiser. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall the Publisher be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.

14.0 Findings for Recovery

The Advertiser affirmatively represents and warrants to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Advertiser agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.

15.0 Severability

In case any one or more of the provisions previously contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16.0 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and taken together shall be deemed to be one and the same instrument. This Agreement may be executed and delivered by facsimile or electronically in Microsoft Word or PDF format.

The Advertiser by signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (Advertiser Name: _____) will take no action inconsistent with those laws. The Advertiser understands that failure to comply with Ohio's ethics and conflict of interest law is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

[Advertiser]

Ohio Department of Natural Resources
Division of Watercraft

Name (print)

Name (print)

Signature

Gary J. Obermiller, Chief
Division of Watercraft
as designee for James Zehringer,
Director

Title

Date

Date

Schedule A

Additional Specifications

INVITATION TO BID:

Invitation to Bid (ITB) on advertising space(s) available in the printed version of the publication entitled *Ohio Boat Operators Guide*.

Any questions or clarifications regarding this Invitation to Bid (ITB) should be directed to the Division of Watercraft, watercraft@dnr.state.oh.us, Toll-free from within Ohio only: [1-877-4BOATER](tel:1-877-4BOATER), or our main line [\(614\) 265-6480](tel:614-265-6480), or <http://watercraft.ohiodnr.gov/>.

BID TITLE: Advertising, *Ohio Boat Operators Guide*

DEADLINE FOR SUBMISSION DATE: **January 21, 2014**, received by 4:00 p.m. E.S.T.

BID NOTICE DATE: **December 2, 2013**

A.0 - DESCRIPTION; OVERVIEW

A.1

Available to the Public for Bid

The Ohio Department of Natural Resources, Division of Watercraft, hereinafter referred to as the "Publisher", is making available to the public, limited space on specific pages, sections, and locations in the printing of the *Ohio Boat Operators Guide* publication. Awards will be based on **the** highest bid from **any** responsive and responsible bidder that meet the terms, conditions, and limitations stated in the Terms, Conditions and Limitations Section of this ITB.

A.2

Responsive Bidder

A bidder (herein also referred to as Advertiser) is responsive if the bid responds to the bid specifications in all material respects and contains no irregularities or deviations from the specifications that would affect the amount or specifications of the bid or otherwise give the bidder an unfair competitive advantage.

A.3

Responsible Bidder

The Publisher's determination of the definition of a responsible bidder includes but may not be limited to the following factors:

1. the bidder's business or mission provides benefits and/or services to hunters, anglers, or outdoor recreational activities
2. the bidder's business or mission complements, matches, or supports the goals and mission of the Publisher

3. the bidder's business or mission shows respect and appreciation for wildlife and habitat
4. the bidder's business facilities reflect a professional and responsible business practice that reflect positively to the public,
5. the bidder's business or product can provide what is promoted in the ad

A.4

Bid Price

Each page, section, or location made available for advertising/promotional space will have a minimum bid price for that specific page, section, or location and specifications for each (see **Exhibits A, B and C**). All bids considered will have to meet or exceed the posted minimum bid price.

Each bidder will indicate if they wish to be considered for only one (1) space or two (2) spaces in the publication.

Each bidder will have the opportunity to bid on up to two (2) locations in the **Boating** Section and/or the Outdoor Sports Marketplace Section indicating their preference as either first or second (1st, 2nd).

A bidder could result with two (2) advertising awards total if they indicate they wish to be considered for more than only one (1) space (see Advertising Bid Form).

If a bidder is the highest bidder for more than one (1) location and the bidder indicated they wish to be considered for only one (1) space, preference will be given to the ad that is larger in size.

No single bidder will be awarded more than two (2) locations total in the **Ohio Boat Operators Guide** publication based on bids collected.

A.5

Complete Competitive Sealed Bid

Bidders must submit a complete competitive sealed bid, which should include the items listed in the **How to Submit Bids** section of this ITB and any additional information required. An Advertising Bid Form is supplied with this ITB that must be submitted and filled out with the required information.

All Advertising Bid Forms will be sent to the **ODNR, Division of Watercraft, Boating Education and Enforcement Section, Attention: Ohio Boat Operators Guide Advertising, 2045 Morse Road, Bldg. A-2, Columbus OH 43229-6693.**

All bid envelopes must include the words **SEALED BID** on the outside of the envelope. All bids will be secured and remain sealed until the posted DEADLINE FOR SUBMISSION DATE. After the DEADLINE FOR SUBMISSION DATE all bid envelopes will be opened and reviewed to determine if the bid meets all of the requirements listed in the Terms, Conditions and Limitations Section of the ITB. If the bid meets all of the terms, conditions and limitations, an award will be made to the highest responsive and responsible bidder.

A.6

Successful Bidder

When making an award for a specific page, section, or location, preference will be given to the larger ads.

A bidder is considered successful if its bid offer is the highest dollar amount for that particular specified page, section, or location that the bidder is bidding on and meets all of the terms, conditions and limitations stated in this ITB in comparison to all other bidders. While bidders may offer discounts and other similar incentives, discounts and incentives will not be used in making the determination of the bid. The ad spaces have requirements and specifications as indicated on the Advertising Bid Form and awards to successful bidders will be made according to these requirements, limitations, and specifications.

B.0 - INSTRUCTIONS AND RESPONSIBILITIES FOR BID

B.1

Bidder May Request Clarification

If a bidder discovers an inconsistency, error, or omission in this ITB, the bidder should request clarification from the Publisher. Bidders should make their requests for clarification a minimum of five (5) working days before the DEADLINE FOR SUBMISSION DATE. No other form of clarification is acceptable. Failure of bidder to comply may result in the Bidder being deemed not responsive.

Any questions or clarifications regarding this Invitation to Bid (ITB) should be directed to the Division of Watercraft, watercraft@dnr.state.oh.us, **Toll-free from within Ohio only: 1-877-4BOATER**, or our main line **(614) 265-6480**, or <http://watercraft.ohiodnr.gov/>.

B.2

When Bids May Be Submitted

The Publisher must receive **SEALED BID** envelopes and have them time stamped no later than 4:00 p.m. E.S.T. on the DEADLINE FOR SUBMISSION DATE. Bids received after 4:00 p.m. E.S.T. on the DEADLINE FOR SUBMISSION DATE will be considered as late, will not be considered, and result in the Bidder being deemed not responsive.

B.3

Rejected Bids

The Publisher may reject any bid, in whole or in part, if any of the following circumstances are true:

1. The bid is not in compliance with the requirements, specifications, terms, conditions, or limitations stated in the Agreement and/or the ITB,
2. The Publisher determines that awarding any item is not in the best interest of the Division of Watercraft, the Ohio Department of Natural Resources, or the State of Ohio.

B.4

Tied Bids

If two or more bidders offer the same price for the same size for the same page, section, and/or location and both are determined to be responsive and responsible, the Publisher may break the tie with the flip of a coin. The Publisher may assign “heads” and “tails” to the bidders. The coin flip may be conducted in the presence of the bidders, if they elect to be present, and is the final determination of the lowest, responsive and responsible bidder. When making an award for a specific page, section, or location, preference will be given to the larger ad.

B.5

Withdrawal after Bid Opening

A bidder may, by written request, withdraw its bid after bid opening, if there is reasonable proof that an inadvertent mistake was made and the correction cannot be determined with reasonable certainty. “Inadvertent” means inattentive or unobservant; heedless; due to oversight; unintentional. If the Publisher suspects that the successful bid contains a mistake, the Publisher may ask the bidder for written confirmation of its bid.

B.6

Correction before Bid Opening

If a bidder withdraws its bid and resubmits it with revisions, the revisions should be clearly identified, dated, and signed or initialed by the bidder on the resubmitted Advertising Bid Form. The omission of a bidder’s signature to a resubmitted bid may result in the bid being determined to be not responsive. Any corrections must be completed off the premises.

B.7

Correction after Bid Opening

The Publisher may permit a bidder alleging an inadvertent error to correct its bid, after opening, only if the mistake and the correction are clearly evident from the bid and correction does not otherwise give the bidder an unfair competitive advantage.

B.8

Required to Comply

Bidders are required to comply with all of the terms and conditions of the ITB, whether the bidder had actual knowledge of the terms and conditions of the ITB and regardless of any statement or omission in the bid that might indicate a bidder’s contrary intention. The Publisher will not agree to any additional or inconsistent terms or conditions proposed by the bidder. The terms and conditions of the ITB prevail over any inconsistent or additional terms or conditions of the bid proposed by the bidder.

B.9

Information Requested.

The Publisher may request additional information to evaluate a bidder's responsiveness to the ITB or to evaluate a bidder's responsibility. If a bidder does not provide the requested information, it may adversely impact the Publisher's evaluation of the bidder's responsiveness or responsibility.

B.10

Ethics

All bidders and employees of the Publisher are bound by the Ethics Laws of the State of Ohio. Any bidder or employee of the Publisher who violates any of these laws will be subject to penalties set forth by law.

B.11

Non-Collusion Certification

By the signature affixed on the Advertising Bid Form the Bidder certifies the he/she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing bid; that such bid is genuine and not collusive or sham; that bidder has not colluded, conspired or agreed, directly or indirectly, with any bidder or person, to put in a sham bid; or colluded or conspired to have another not bid and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price of its bid or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against any bidder or any person or persons interested in the proposed contract; and that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.

C.0 – SPECIFICATIONS

C.1

Space Available and Minimum Bid Price(s)

The following is a list of the pages, sections, sizes, and locations, with specific specifications and the minimum bid price for the locations that will be made available for bid.

Each bidder will have the opportunity to bid on up to two (2) locations total indicating their preference as either first or second (1st, 2nd). No single bidder will be awarded more than two (2) spaces total based on bids collected. When making an award for a specific page, section, or location, preference will be given to the ad that is larger in size. (See **Exhibits A, B and C**)

The Publisher has the discretion to award ad space to bidders who bid on lower priced, smaller spaces to the higher priced, larger spaces **IF** the higher priced spaces receive **NO** qualifying bids.

SPECIFIC LOCATIONS IN THE BOATING SECTION

1A – Inside Front Cover, opposite the publication Index

SIZE: Full Page ads, 5.375" x 8.375" Full Bleed;

Minimum Bid Price; Full page ad; \$2,000.00

SIZE: Half page ads, 5.375" x 4.1875" Full Bleed;

Minimum Bid Price; Half page ads; \$1,000.00

2B – Center Spread

SIZE: Full Spread, (across center gutter) ads, 10.75" x 8.375" Full Bleed;

Minimum Bid Price; Full page ad; \$3,000.00

SIZE: Full, Single page ads, 5.375" x 8.375" Full Bleed;

Minimum Bid Price; Half page ads; \$1,500.00

3C – Back Cover, outside,

SIZE: 5.375" x 8.375" Full bleed;

(only full page ads will be accepted for this page.)

Minimum Bid Price; Full page ad; \$2,000.00

Back Cover, inside,

SIZE: 5.375" x 8.375" Full bleed;

(only full page ads will be accepted for this page.)

Minimum Bid Price; Full page ad; \$1,500.00

OUTDOOR SPORTS MARKETPLACE

Placement of ads in this section is at the discretion of the Publisher.

4D – Half Page Ad

SIZE: 4.5" x 3.75" No Bleed

Minimum Bid Price; \$800.00

5E – One-Third Page Ad

SIZE: 4.5" x 2.5" No Bleed

Minimum Bid Price; \$650.00

6F – One Quarter Page Ad

SIZE: 2.25" x 3.75" Vertical, No Bleed

Minimum Bid Price; \$400.00

7G – Classified Ad

SIZE: 2.25" x 1.25" No Bleed

Minimum Bid Price; \$250.00

C.3

Mechanical Requirement for Printing Publication

The *Ohio Boat Operators Guide* publication specifications: finish trim size: 5.375" x 8.375"; printed web offset; saddle-stitched; gloss coated 70 lb. white stock.

C.4

Material Preferred

Digital submissions are required.

Formats: Adobe In-Design (CS4 or higher), Photoshop or Illustrator documents, jpg. files at 300 dpi, and/or PDF files prepared and formatted for printer. Art elements at 300 dpi or greater resolution, 100% of original size, supplied in Mac or PC format via CD or DVD and all art files, fonts, etc. included. Hard-copy proofs at 100% size to match each supplied digital file must be provided.

C.5

Finished Artwork

All final, finished artwork for the ad must be delivered to the Publisher in one of the above required formats no later than **February 10, 2014**. Ads that require art and design services should be submitted no later than **February 3, 2014**. Ads that require art and design services will be sent one (1) proof for approval and one (1) opportunity for revision or correction. The Publisher accepts no responsibilities for errors after the proof approval or revision is returned from the advertiser regardless of circumstances.

Finished artwork formatted as specified in **C.4 Material Preferred:** must be sent to:

**Ohio Department of Natural Resources
Division of Watercraft, Boating Education and Enforcement Section
Attn: Ohio Boat Operators Guide
2045 Morse Road, Bldg. A-2
Columbus, Ohio 43229-6693**

C.6

Art, Design, Service Fees

All hard copy submissions may be subject to scanning charges to convert to digital. Composition and typesetting are chargeable to advertiser at Publisher's cost.

Publisher reserves the right to reject advertising it judges to be of sub-standard quality, or may reset copy at advertiser's expense. All art, design, and/or servicing fees will be billed to the Advertiser at a rate of **\$85.00** per hour in one half hour increments per project.

C.7

Production Schedule and Timeline

The production schedule and timeline is:

- **December 2, 2013** Bid Notification
- **January 21, 2014** Deadline for receiving **SEALED BIDS**
- **January 27, 2014** Notice of approval and award sent to successful bidder
- **February 3, 2014** Advertising Agreement with signatures received by Publisher
- **February 3, 2014** Payment in full for successful bid price quoted received
- **February 10, 2014** Final approved artwork received by Publisher
- **March 20, 2014** Final artwork sent to printer by Publisher
- **May 1, 2014** Printed publication distributed and in circulation

D.0 - TERMS, CONDITIONS AND LIMITATIONS SECTION

D.1

ODNR Violations

Businesses, vendors, persons, or places of operations that have had ODNR violations may be rejected from the bidding process. (Businesses or individuals may apply for an exemption to this rule if there have been no citations from the Department within the past five years).

D.2

Change in Ownership

A change in ownership or name/title of client does not release the originating agency/advertiser from liability for payment.

D.3

Publicity

The Contractor will not advertise that it is doing business with Publisher or use this Contract as a marketing or sales tool without prior, written consent of the Chief of the Division of Watercraft.

D.4

News Copy or Editorial Material

Advertisements resembling news copy or editorial material will be identified as an "ADVERTISEMENT" by the Publisher.

D.5

Errors

The Publisher is not responsible for errors in key numbers, text, or copy, nor is Publisher responsible for copy changes received after closing date for submission of ads.

D.6

Failure to Print, Publish, or Circulate

Publisher is not liable for any failure to print, publish or circulate all or any portion of any issue in which an advertisement accepted by Publisher is contained if such failure is due to acts of God, strikes, accidents or other circumstances beyond Publisher's control or beyond the Publisher's stated intentions or goals.

D.7

Damages Arising from Bid Specifications

A bidder may not be compensated for damages arising from inaccurate or incomplete information in the ITB specifications or from inaccurate assumptions based upon the specifications.

E.0 HOW TO SUBMIT BIDS

E.1

Attachments

The **Advertising Bid Form** and **Exhibits A, B and C** are attached for reference.

E.2

Advertising Bid Form

Each bidder must fill out and submit the **Advertising Bid Form** supplied with this ITB with all the required information.

E.3

Sealed Bids

Each Advertising Bid Form must be submitted in a sealed envelope to the following address (with the words **SEALED BID** clearly marked on the outside of the envelope):

**Ohio Department of Natural Resources
Division of Watercraft, Boating Education and Enforcement Section
SEALED BID
Attn: Ohio Boat Operators Guide Advertising
2045 Morse Road, Bldg. A-2
Columbus, Ohio 43229-6693**

E.4

Courier Service

If a bidder uses an express mail or courier service, the title and the words **SEALED BID** must be clearly marked on the express mail or courier envelope or must be enclosed in a sealed envelope inside the express mail or courier service envelope, with the title and the words **SEALED BID** clearly marked on the inside envelope. A bid that is not properly and clearly marked and is inadvertently opened before the scheduled bid opening time may not be evaluated for award.

E.5

Contract and Payment After Award

After the successful bidder is notified by letter, the bidder will have until 4:00 p.m. **February 3, 2014** to return the signed contract and submit full payment for the space(s) awarded either by certified bank check, cashier's check or money order. If the signed contract and full payment is not received by 4:00 p.m. **February 3, 2014**, the bidder will be considered nonresponsive and the award will be given to the next bidder.

The signed contract and full payment must be delivered to the following address:

**Ohio Department of Natural Resources
Division of Watercraft, Boating Education and Enforcement Section
Attn: Ohio Boat Operators Guide Advertising
2045 Morse Road, Bldg. A-2
Columbus, Ohio 43229-6693**

Advertising Bid Form

Ohio Boat Operators Guide

Bidder Company/Business Name		
Type of Business, Organization, or Product		
Contact Person		
Federal Tax ID No.		
Street Address		
City	State	Zip
Phone No.	Fax No.	
Email Address		

See *Invitation to Bid* for instructions and options.

Each page, section, or location available for advertising/promotional space will have a minimum bid price for that specific page, section, or location and specifications for each (see **Exhibits A, B, C**). All bids considered will have to meet or exceed the posted minimum bid price. Each bidder will indicate if they wish to be considered for only one (1) space or two (2) spaces in the publication. Each bidder will have the opportunity to bid on up to two (2) locations in the Boating Section and/or the Outdoor Sports Marketplace Section indicating their preference as either first or second (1st, 2nd). A bidder could result with two (2) advertising awards total if they indicate they wish to be considered for more than only one (1) space. If a bidder is the highest bidder for more than one (1) location and the bidder indicated they wish to be considered for only one (1) space, preference will be given to the ad that is larger in size. No single bidder will be awarded more than two (2) locations total in the Ohio Boat Operators Guide publication based on bids collected. (See the *How to Submit Bids* section on the Invitation to Bid/Advertising Agreement).

I would like to bid and be considered for placement in (<i>check only one box</i>)	<input type="checkbox"/> ONLY one (1) location <input type="checkbox"/> TWO (2) locations
--	--

Each Advertising Bid Form must be submitted in a sealed envelope to the following address (with the words **SEALED BID** clearly marked on the outside of the envelope):

Ohio Department of Natural Resources
Division of Watercraft, Boating Education and Enforcement Section
SEALED BID
Attn: Ohio Boat Operators Guide Advertising
2045 Morse Road, A-2
Columbus, Ohio 43229-6693



Bidder Company/Business Name

Indicate Preference 1st, 2nd, (1,2) (See Exhibits A, B, C)

Minimum Bid Price

Your Bid Price

Specific Location in the Boating Section <i>(Preference will be given to the ad that is larger in size.)</i>				
	1A	Inside Front Cover, 5.375" x 8.375" Full bleed	Full-Page Ad, \$2,000	\$
		Inside Front Cover, 1/2 page, 5.375" x 4.1875" Full bleed	1/2-page Ad; \$1,000	\$
	2B	Center Spread, 10.75" x 8.375" Full bleed	Full-Page Ad, \$3,000	\$
		Center Spread, single page, 5.375" x 8.375" Full bleed	Single-Page Ad; \$1,500	\$
	3C	Back Cover, inside, 5.375" x 8.375" Full bleed	Full-Page Ad, \$1,500	\$
		Back Cover, outside, 5.375" x 8.375" Full bleed	Full-Page Ad, \$2,000	\$
Outdoor Sports Marketplace Section <i>(Placement of ads in this section is at the discretion of the Publisher.)</i>				
	4D	Half-page, 5.375" x 3.75", No bleed	1/2-Page Ad; \$800	\$
	5E	One third-page, 5.375" x 2.5", No bleed	1/3-Page Ad, \$650	\$
	6F	One quarter-page, 2.25" x 3.75" Vertical, No bleed	1/4-Page Ad; \$400	\$
	7G	Classified size ad, 2.25" x 1.25", No bleed	Classified Ad, \$250	\$

By the signature affixed on this Advertising Bid Form the bidder certifies that he/she represents the party making the forgoing bid; that such bid is genuine and not collusive or sham; that bidder has not colluded, conspired or agreed, directly or indirectly, with any bidder or person, to put in a sham bid; or colluded or conspired to have another not bid and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price of its bid or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against any bidder or any person or persons interested in the proposed contract; and that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association. The bidder confirms and agrees to comply with all of the terms and conditions of the Invitation to Bid.

All bidders and employees of the ODNR, and the Division of Watercraft are bound by the Ethics Laws of the State of Ohio. Any bidder or employee who violates any of these laws will be subject to penalties set forth by law.

Signature

Date

Print Name

Title/Office

EXHIBIT A

Specific Locations in the Boating Section

INSIDE FRONT COVER
5.375" x 8.375"
(5 3/8" x 8 3/8")
FULL PAGE AD - FULL BLEED
MINIMUM BID - \$2,000

INSIDE FRONT COVER
5.375" x 8.375"
(5 3/8" x 8 3/8")
HALF PAGE AD - FULL BLEED
MINIMUM BID - \$1,000

OHIO BOAT OPERATOR'S GUIDE

Recent Law Updates:
Float tubes and paddleboards become vessels.

The U.S. Coast Guard has determined that float tubes, (a.k.a. "tubby boats") are vessels and are required to have Hull Identification Numbers (HINs). Because of this, float tubes are required to be registered under Ohio law. Exceptions to this are float tubes with only one air cell, in which case they are not considered a vessel and therefore cannot be registered in Ohio.

Paddleboards have also been determined to be vessels, and under Ohio law are required to be registered. The U.S. Coast Guard, however, has excluded paddleboards from requiring HINs.

Operators of either paddleboards or float tubes are required to comply with the requirements for other hand-powered vessels such as canoes and kayaks. Refer to the charts on page 50 and 51 of this guide for additional information on these requirements.

Disclaimer:
Ohio and federal boating laws are presented in a summarized form. Ohio laws in their entirety can be found by consulting the Ohio Revised Code (ORC) or the Ohio Administrative Code (OAC) (ohiolegis.gov). These laws are subject to change. It is the responsibility of the operator to be aware of the most current laws when using a boat.

Certain bodies of water in Ohio have local restrictions regarding type and size of watercraft or motor horsepower, restricted use areas, boat speed, and times for use. Check with the local authorities for these additional restrictions.

Ohio Department of Natural Resources
Division of Watercraft
2905 Morse Road Building A
Columbus, Ohio 43229-6693
1-877-480-7878 (Ohio Only)
614-265-6480
ohiodnr.com/watercraft

Ohio Boat Operator's Guide 2011 1

INSIDE FRONT COVER

CENTER SPREAD; FULL BLEED
← 10.75" x 8.375" →
(10 3/4" x 8 3/8")
MINIMUM BID - \$3,000

FULL PAGE; FULL BLEED
← 5.375" x 8.375" →
(5 3/8" x 8 3/8")
MINIMUM BID - \$1,500

CENTER SPREAD

BACK COVER
5.375" x 8.375"
(5 3/8" x 8 3/8")
FULL PAGE AD - FULL BLEED
MINIMUM BID - \$2,000



OHIO

Boat Operators Guide

A summary of laws and rules

Ohio Department of Natural Resources
Division of Watercraft

BACK COVER

INSIDE BACK COVER

WATERCRAFT OFFICES

CENTRAL HEADQUARTERS 2045 Morse Road, Building A Columbus, Ohio 43229 (614) 265-6480 watercraft@dnr.state.oh.us	EAST FORK 3292 Emick Road Bertie, Ohio 45106 (513) 734-2730 watercraft@dnr.state.oh.us
ALUM CREEK 2305 S. Old State Road Delaware, Ohio 43015 (740) 548-5490 alumcreek.watercraft@dnr.state.oh.us	MAUMEE BAY 1400 State Park Road Chagrin, Ohio 44118 (419) 836-6003 maumeebay.watercraft@dnr.state.oh.us
AKRON 2756 S. Arlington Road Akron, Ohio 44312 (330) 644-2265 akron.watercraft@dnr.state.oh.us	SANDUSKY 1407 Cleveland Road Sandusky, Ohio 44870 (419) 621-1302 sandusky.watercraft@dnr.state.oh.us
ASHTABULA 1 Figue Street Ashtabula, Ohio 44004 (440) 964-0518 ashtabula.watercraft@dnr.state.oh.us	SCOTIO COUNTY 2361 Kenyon Road Fowler, Missouri, Ohio 45620 (740) 353-7668 scotiocounty.watercraft@dnr.state.oh.us
CAMBRIDGE 1225 Woodlawn Avenue Cambridge, Ohio 43725 (740) 439-4076 cambridge.watercraft@dnr.state.oh.us	SPRINGFIELD 1976 Buck Creek Lane Springfield, Ohio 45502 (937) 323-1582 springfield.watercraft@dnr.state.oh.us
CLEVELAND 1150 E. 49th Street Cleveland, Ohio 44114 (216) 361-1212 cleveland.watercraft@dnr.state.oh.us	WPAUKONETA 110 Industrial Ave., Suite B Wapakoneta, Ohio 45389 (419) 738-6189 wapakoneta.watercraft@dnr.state.oh.us

Help Protect Scenic Rivers

Scenic Rivers license plates support conservation of endangered species in Ohio's most pristine paddling waterways. \$16 of your purchase goes directly toward scenic river protection.

The Scenic Rivers Program has a long history of river protection and conservation. To learn more go to ohiodnr.com/watercraft.

www.oplates.com

INSIDE BACK COVER
5.375" x 8.375"
(5 3/8" x 8 3/8")
FULL PAGE AD - FULL BLEED
MINIMUM BID - \$1,500

EXHIBIT B

Outdoor Sports Marketplace

OUTDOOR MARKETPLACE	OUTDOOR MARKETPLACE 1/3 PAGE; NO BLEED 2.5" X 4.5625" (2 1/2" X 4 9/16") MINIMUM BID - \$650		OUTDOOR MARKETPLACE
	MARKETPLACE MINIMUM BID \$250 EACH	MARKETPLACE MINIMUM BID \$250 EACH	
	OUTDOOR MARKETPLACE 1/2 PAGE; NO BLEED 3.75" X 4.5625" (3 3/4" X 4 9/16") MINIMUM BID - \$800		
	OUTDOOR MARKETPLACE 1/4 PAGE; NO BLEED 2.25" X 3.75" (2 1/4" X 3 3/4") MINIMUM BID \$400	OUTDOOR MARKETPLACE 1/4 PAGE; NO BLEED 2.25" X 3.75" (2 1/4" X 3 3/4") MINIMUM BID \$400	
OUTDOOR MARKETPLACE 1/2 PAGE; NO BLEED 3.75" X 4.5625" (3 3/4" X 4 9/16") MINIMUM BID - \$800		OUTDOOR MARKETPLACE 1/4 PAGE; NO BLEED 2.25" X 3.75" (2 1/4" X 3 3/4") MINIMUM BID \$400	OUTDOOR MARKETPLACE 1/4 PAGE; NO BLEED 2.25" X 3.75" (2 1/4" X 3 3/4") MINIMUM BID \$400

OUTDOOR MARKETPLACE	OUTDOOR MARKETPLACE 1/2 PAGE; NO BLEED 3.75" X 4.5625" (3 3/4" X 4 9/16") MINIMUM BID - \$800		OUTDOOR MARKETPLACE
	MARKETPLACE MINIMUM BID \$250 EACH	MARKETPLACE CLASSIFIED AD SIZE 2.25" X 1.25"	
	MARKETPLACE MINIMUM BID \$250 EACH	(2 1/4" X 1 1/4") MINIMUM BID \$250 EACH	
	MARKETPLACE CLASSIFIED AD SIZE 2.25" X 1.25"	MARKETPLACE MINIMUM BID \$250 EACH	
	(2 1/4" X 1 1/4") MINIMUM BID \$250 EACH	MARKETPLACE MINIMUM BID \$250 EACH	
	MARKETPLACE CLASSIFIED AD SIZE 2.25" X 1.25"	MARKETPLACE MINIMUM BID \$250 EACH	
	(2 1/4" X 1 1/4") MINIMUM BID \$250 EACH	OUTDOOR MARKETPLACE 1/3 PAGE; NO BLEED 2.5" X 4.5625" (2 1/2" X 4 9/16") MINIMUM BID - \$650	