



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**

NOTIFICATION OF STATEWIDE CONTRACT

September 27, 2010

CONTRACT TITLE: Advertisement Placement Services-Newspapers

CURRENT CONTRACT PERIOD: February 15, 2011 through February 14, 2012

BUYER INFORMATION: Mary Call
573/751-1695
mary.call@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	2/15/06 to 2/14/09	February 14, 2012

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **NOT MANDATORY**.

This contract has been established for the convenience of state agencies. Local Purchase Authority may be used to purchase supplies/services included in this contract from an alternative source at the discretion of the agency.

~ Instructions for use of the contract and contract pricing can be found on pages 2 -4, attached ~
~ The contractual requirements can be found on pages 5-12, attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C306021001	4307226100 0	<p>Missouri Press Service, Inc 802 Locust Street Columbia, MO 65201 (573) 449-4167 (573) 874-5894 (Fax) E-Mail: dcrews@socket.net</p> <hr/> <p>Advertising Placement Contact Information Or To Request A Complimentary Copy Of The <i>Missouri Newspaper Directory</i>: Greg Baker, Director of Advertising (800) 568-1927 Email: gbaker@socket.net</p>	NO	Yes

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
2/15/11 to 2/14/12	09/27/10	Renewal
2/15/10 to 2/14/11	02/10/10	Renewal and Amendment adding the 2 X 4 Network as a cost savings option
2/15/09 to 2/14/10	01/09/09	Renewal
2/15/06 to 2/14/09	2/15/06	Changed the Vendor Information to add another vendor contact person.
2/15/06 to 2/14/09	2/15/06	Revised NOA to incorporate a few clarifications
2/15/06 to 2/14/09	2/15/06	Initial issuance of new statewide contract

STATE AGENCY INSTRUCTIONS FOR USE OF THE CONTRACT AND CONTRACT PRICING

1. STATE AGENCY ORDERING INSTRUCTIONS:

- 1.1.1 Each time a state agency has a need for advertisements to be placed in print media, the state agency shall notify the contractor of the exact requirements for the advertisement placement. The state agency shall provide information and instructions to the contractor regarding the specific advertising placement needs at least three (3) calendar days prior to the publishing deadline for the newspaper(s) in which the state agency is requiring ads be placed.
- a. The using state agency will specify the exact print media in which the advertisement(s) shall run and the time(s) and/or date(s) the advertisement(s) shall run.
 - b. In addition, the state agency will specify the location or section in the newspaper where the advertisement(s) shall be placed. Such locations shall be any of the following, depending on the specific needs of the state agency:
 - 1) Display Ads, also referred to as run of paper [ROP], (*State agencies may not request specific locations, sections, or guaranteed display ad locations*).
 - 2) Classified Display Ads, Display Ads which must be located in the Classified Section of the newspaper in or near the section for the subject matter covered in the ad,
 - 3) Legal Ads / Classified Ads / Line Ads / Public Notice Ads.
 - c. The state agency will provide the contractor with instructions regarding whether the state agency wants the ad to be placed in the electronic version of the newspaper, if the newspaper offers an electronic version of the paper. For the most part, if the newspaper is printed electronically and if placement of the ad is free and available for the state agency, the contractor shall place the ad in the electronic edition. However, the state agency will specify: (1) if the state agency wants the ad to run in the electronic version even if there is a charge or (2) if the state agency wants to be notified of any charges before the contractor places the ad in the electronic version.
- 1.1.2 The state agency shall provide the contractor with either Completed Ads or Rough Ads, as specified below:
- a. Completed Ads (commonly referred to as Camera Ready) - It is anticipated that the majority of the time, the state agency will forward to the contractor an electronic file containing the ad to be placed. In such case, although the contractor may have to resize the ad for placement in the required newspapers and/or make other similar adjustments, typesetting shall not be required and the ad will be in relatively final form. For invoicing purposes, this situation shall be considered a "Completed Ad".
 - 1) The contractor must review each Completed Ad provided by the state agency and shall notify the state agency of any typographical errors or omissions in the final advertisement so that the state agency may make appropriate corrections and resubmit the ad to the contractor. Additionally, the state agency may authorize the contractor to make the corrections to the ad. However, if typesetting is required by the contractor to make the correction, the ad shall be considered a Rough Ad as specified below.
 - 2) The contractor must also notify the state agency of any other situations identified by the contractor which may affect the effectiveness or acceptability of the ad so the state agency may make corrections/adjustments to the ad, if desired.
 - b. Rough Ads - On occasion, the using state agency shall provide the copy points for an advertisement to be placed by the contractor and shall require the contractor to develop, layout, and typeset the final ad for placement. Such situation shall be considered a "Rough Ad" for invoicing purposes. Typesetting by the contractor must be required by the state agency in order for the ad to be considered a Rough Ad. In a Rough Ad situation the contractor shall submit a proof of the ad to the using state agency for approval within twenty-four (24) hours after receipt of the copy points from the state agency.

- 1) After reviewing the contractor’s proof, the state agency shall return the proof to the contractor at least twenty-four (24) hours prior to the publication deadline of the newspaper(s) in which the ad will be placed.
- 2) If the state agency does not return the proof of the ad prior to the twenty-four hour deadline, the contractor shall not be held responsible for the ad not being placed at the time required or for errors in the advertisement.

2. **PAYMENT INSTRUCTIONS** – Specific payment and invoicing requirements are contain in the contractual requirements section of this notice. However, as a summary, state agencies are advised that payment to the contractor shall consist of (1) payment of the contractor’s fee and (2) payment for the ad space; as follows:

- a. **Payment of the Contractor’s Fee** – In addition to paying for the ad space, the state agency shall also pay the contractor the firm fixed percent specified below for the type of ad placed.

	<u>Line #</u>	<u>Completed Ad</u> (% if the state agency provides a Completed Ad)	<u>Line #</u>	<u>Rough Ad</u> (% if the state agency provides a Rough Ad)
<u>Display Ad</u> – The percent that shall be applied to the applicable rate (specified below) that shall be the offeror’s fee for placing the Display Ad.	001	2.5 %	002	5.0 %
<u>Classified Display Ad</u> - The percent that shall be applied to the applicable rate (specified below) that shall be the offeror’s fee for placing Classified Display Ads.	003	2.5 %	004	5.0 %
<u>Legal/Classified/Line/Public Notice Ad</u> - The firm fixed percent of the Published Rate in compliance with RSMo 493.025 that shall be the offeror’s fee for placing Legal / Classified / Line / Public Notice Ads.	005	2.5 %	006	5.0 %

- b. **Payment for the Ad Space:**

- 1) The contractor should negotiate for the lowest possible rate on any and all media purchases of behalf of the state. **The contractor must pay each specific media representative supplying print and/or other advertising means the total amount due the media as negotiated and agreed upon between the newspaper’s media representative and the contractor.**
- 2) The contractor shall agree and understand that **regardless of the actual rate negotiated between the media representative and the contractor, the only rate that shall be paid by the state agency to the contractor shall be those rates specified below for each type of ad.** If the contractor is unable to negotiate as good a rate as that specified below, the state agency shall only pay the contractor the rate specified below. If the contractor is able to negotiate a better rate than the rate specified below, the state agency shall still pay the contractor the applicable rate specified below:
 - ✓ For **Display Ads** placed in all newspapers except the 3 large metropolitan papers and any out-of-state papers, the state agency shall pay the contractor the **Published Local Rate** for each newspaper where the ad ran,
 - ✓ For **Display Ads** placed in the 3 large metropolitan papers and any out-of-state papers, the state agency shall pay the contractor up to but not to exceed the **Published National Rate**, for each newspaper where the ad ran,
 - ✓ For **Classified Display Ads** placed in all newspapers except the 3 large metropolitan papers and any out-of-state papers, the state agency shall pay the contractor the **Published Local Classified Display Rate** for each newspaper where the ad ran,

- ✓ For **Classified Display Ads** placed in the 3 large metropolitan papers and any out-of-state papers, the state agency shall pay the contractor up to but not to exceed the **Published National Classified Display Rate** for each newspaper where the ad ran,
- ✓ For **Legal Ads / Classified Ads / Line Ads / Public Notice Ads** placed, the state agency shall pay the contractor the Published Rate for each newspaper where the ad ran that is in full compliance with **RSMo 493.025**. (See Attachment 3)

3) Electronic Edition - If an add-on fee was authorized by the state agency for placing the ad in the newspaper's electronic edition, the state agency will also pay the contractor the actual amount charged to the contractor by the newspaper. No additional percentage or contractor fee shall be added to the amount paid for add-on charges.

3. **REPORTING INFORMATION** – State agencies are advised that the following reports and other documentation is required by the contractor in an effort to encourage state agencies to verify that the correct newspaper ad rates have been invoiced:

- a. **Manifest Sheet** Provided to the State Agency - For each ad project, the contractor must provide *the state agency* with tearsheets as proof of publication and must provide the state agency with a project specific **manifest sheet** which must contain the specific information required for each type of ad, such as name of each newspaper, the date the ad ran in each newspaper, the unit size, the unit rate required by the contract, and the extended rate.
- b. **Newspaper Rates** Provided to the Division of Purchasing and Materials Management and Available for the State Agency - By no later than thirty (30) calendar days after the effective date of the contract and on a quarterly basis thereafter, the contractor shall submit an electronic listing to the Division of Purchasing and Materials Management of the each of the following rates for each newspaper within the State of Missouri. The quarterly report shall be an update showing changes during the quarter to the published rate. The contractor shall agree and understand that the listing shall be used to verify that the contractor is invoicing at the contract rates for ad space. [Although the Published National Rates are not included as a contract rate (except for the 3 large metropolitan papers), the contractor shall include the Published National Rate in the electronic list to assist the using state agencies in verifying that the appropriate contract rate was used for invoicing purposes.]
 - 1) Published Local Rate,
 - 2) Published Local Classified Display Rate,
 - 3) Published Rate in compliance with RSMo 493.025 (for Legal/Classified/Line Ads/Public Notice Ads)
 - 4) *Published National Rate (for comparison purposes)*

The state agency may contact the buyer at Division of Purchasing and Materials Management to review of the listing of newspaper rates.

In addition to the electronic listing of rates required above, **any state agency may require the contractor to provide a copy or scanned image of the current rate card for any or all newspapers where ads have been placed for that state agency in order for the state agency to verify the accuracy of the rates actually included on the contractors invoice.**

4. **MISSOURI NEWSPAPER DIRECTORY** - Any state agency using the contract may contact the contractor and request a complimentary copy of the *Missouri Newspaper Directory*.

ADDITION OF 2 X 4 NETWORK

In addition to the Contractual Requirements specified, Amendment #002 added the option for state agencies to participate in the 2 X 4 Network described in the 2 X 4 Network brochure (attached), if such participation would result in a cost savings to the state agency.

- ✓ When appropriate based on the services desired by each state agency, the contractor should explain the 2 x 4 Network program to the agency. If the state agency uses the program, the contractor must document the cost savings to the state agency.
- ✓ Firm fixed prices for use of the 2 x 4 Network shall be the amounts stated in the attached brochure. If the 2 x 4 Network is purchased by a state agency, payment to the contractor by the state agency is required in advance as specified in the attached brochure.

5. CONTRACTUAL REQUIREMENTS

5.1 General Requirements:

- 5.1.1 The contractor shall provide print advertisement placement services for any state agency in the State of Missouri by ordering advertising space in the specified print media in accordance with the provisions and requirements specified herein.
 - a. For purposes of the contract, print media shall be deemed to mean newspapers but shall not include pre-printed newspaper inserts.
 - b. Although it is anticipated that the majority of the newspapers will be located within the State of Missouri, the contractor shall also place print ads in newspapers from any location outside the State of Missouri, as required by the using state agency.
- 5.1.2 The contractor shall provide services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever.
- 5.1.3 If a state agency would realize a cost savings, the contractor should explain and provide state agencies the option to use the 2 x 4 Network program. If selected by a state agency payment shall be as specified in the attached brochure, including payment in-advance.

5.2 Performance Requirements:

- 5.2.1 After authorization by the state agency, the contractor shall order the print media space in the newspaper location specified by the state agency and shall directly place the advertisement(s) in the print media specified by the using state agency within the time frame required by the using state agency.
 - a. In making such media buys, the contractor shall agree and understand that the contractor shall not be acting as an agent of the State, and shall not represent itself to be acting as an agent of the State. The contractor shall inform each media representative supplying print and/or other advertising means that the contractor is not acting as an agent for the State and that the contractor shall be solely liable for payment to the media representative.
 - b. The contractor shall properly incorporate the approved ad in mechanical or other necessary form and forward it with instructions for the fulfillment of the advertising order, check and verify instructions, displays, etc. to such a degree as regarded as good practice.
 - c. If the newspaper is printed electronically and if placement of the ad is free and available for the state agency or if the state agency gave instructions to run the ad in the electronic version regardless of the additional

charge, the contractor shall ensure that the ad also runs in the electronic edition. If the state agency wants to be notified of the additional charges for running the ad in the electronic version, the contractor must notify the state agency prior to placing the ad and obtain further instructions on whether to place it in the electronic version of the paper.

5.2.2 Errors in advertisements placed – The contractor shall agree and understand that the following shall apply in regard to errors in advertisements:

a. Completed Ads:

- 1) The contractor shall not be held responsible for errors in an ad when the error was in the Completed Ad provided to the contractor by the state agency. However, as specified above, the contractor has an obligation to carefully review all the state agency Completed Ads and to notify the state agency so that errors do not exist.
- 2) If the error is a result of the contractor's actions in resizing or making other minor adjustments to the Completed Ad provided by the state agency, the contractor shall not be paid the cost for the ad space nor the contractor's fee for the placement services for such ad. Furthermore, if required by the state agency, the contractor shall place the ad again.

b. Rough Ads:

- 1) If the contractor did not submit a proof of the ad to the state agency for approval, the contractor shall not be paid the cost for the ad space nor the contractor's fee for the placement services for such ad if errors were identified in the placed ad. Furthermore, if required by the state agency, the contractor shall place the ad again and shall not be paid the contractor's fee for such placement services.
- 2) If the contractor did not make the corrections required by the state agency after review of the proof and errors were identified in the placed ad, the contractor shall not be paid the cost for the ad space nor the contractor's fee for the placement services for such ad if errors were identified in the placed ad. Furthermore, if required by the state agency, the contractor shall place the ad again and shall not be paid the contractor's fee for such placement services.
- 3) If the state agency did not mark an error in the proof and the contractor also did not notice the error resulting in the ad being run with errors, as long as the state agency was provided with a proof to review, the contractor shall not be responsible for the error.

5.2.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

5.3 Invoicing, Payment, and Other Recordkeeping Requirements:

5.3.1 Immediately upon award of the contract, the contractor needs to submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.

a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>

b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted.

5.3.2 The contractor shall agree and understand that the State of Missouri shall not make advanced payments* to the contractor for any services performed. The contractor must ensure that all ads have been run prior to submitting

an invoice to the state agency for payment. From the time of approval of the contractor's invoice by the using state agency, the state agency estimates that payment may take an average of approximately thirty (30) calendar days. However, pursuant to RSMO 34.055, the using state agency shall have 45 days to make the payment.

*Exception is if the x 2 x 4 Network program is used.

5.3.3 The contractor shall audit and verify the accuracy of all invoices the contractor receives from the print media to ensure all advertisements were run and correctly billed. If the state agency was in compliance with the deadline requirements specified previously but the advertisements was not run as required, the contractor shall schedule either a make good or shall give credit to the state agency. The contractor must maintain and keep all records regarding make goods and credits.

5.3.4 Invoicing - Each month, the contractor shall prepare and deliver to each state agency utilizing the contractor's services (at the address specified by the using state agency) an invoice with an accounting of the expenditures for the prior month itemized by ad placement project and an accumulative total by ad placement project.

a. For each ad project, the contractor must provide the state agency with tearsheets as proof of publication and must provide the state agency with a project specific **manifest sheet** which must contain the following information:

1) For **Display Ads** placed in all papers except the 3 large metropolitan newspapers (St. Louis, Kansas City, and Springfield) and any out of state papers, the manifest sheet must itemize the name of each newspaper(s) where the ad ran, the date the ad ran in each such newspaper, and the **Published Local Rate** for each such newspaper in units and in total for that ad.

2) For **Display Ads** placed in the 3 large metropolitan newspapers or in any out-of-state papers, the manifest sheet must itemize the name of each newspaper(s) where the ad ran, the date the ad ran in each such newspaper, and the actual price charged by the paper, not to exceed the **Published National Rate** for each such newspaper, in units and in total for the ad placed.

3) For **Classified Display Ads** placed in all papers except the 3 large metropolitan newspapers (St. Louis, Kansas City, and Springfield) and any out of state papers, the manifest sheet must itemize the name of each newspaper(s) where the ad ran, the date the ad ran in each such newspaper, and the **Published Local Classified Display Rate** for each such newspaper in units and in total for that ad,

4) For **Classified Display Ads** placed in the 3 large metropolitan newspapers and any out of state papers, the manifest sheet must itemize the name of each newspaper(s) where the ad ran, the date the ad ran in each such newspaper, and the actual price charged by the paper, not to exceed the **Published National Classified Display Rate** for each such newspaper, in units and in total for the ad placed.

5) For **Legal Ads / Classified Ads / Line Ads / Public Notice Ads** placed, the manifest sheet must itemize the name of each newspaper(s) where the ad ran, the date the ad ran in each such newspaper, and the Published Rate that is in full compliance with **RSMo 493.025**. A copy of RSMo 493 is included herein as Attachment 3. In addition, for Legal Ads / Classified Ads / Line Ads / Public Notice Ads, the contractor must provide the state agency with affidavits of publication as required by law.

b. If an ad also ran electronically, the contractor shall provide documentation that such ad ran electronically either in the form of an affidavit or other approved manner.

5.3.5 Payments by the State Agency - After receipt of tearsheets, the manifest sheets, and other required evidence that the advertisement ran as required and after approval by the using state agency of the contractor's invoice, the contractor shall be paid by the state agency for which services were provided as specified below:

a. Payment for the Ad Space:

- 1) The contractor should negotiate for the lowest possible rate on any and all media purchases of behalf of the state. **The contractor must pay each specific media representative supplying print and/or other advertising means the total amount due the media as negotiated and agreed upon between the newspaper's media representative and the contractor.**
 - 2) The contractor shall agree and understand that **regardless of the actual rate negotiated between the media representative and the contractor, the only rate that shall be paid by the state agency to the contractor shall be those rates specified below for each type of ad.** If the contractor is unable to negotiate as good a rate as that specified below, the state agency shall only pay the contractor the rate specified below. If the contractor is able to negotiate a better rate than the rate specified below, the state agency shall still pay the contractor the applicable rate specified below:
 - ✓ For **Display Ads** placed in all newspapers except the 3 large metropolitan papers and any out-of-state papers, the state agency shall pay the contractor the **Published Local Rate** for each newspaper where the ad ran,
 - ✓ For **Display Ads** placed in the 3 large metropolitan papers and any out-of-state papers, the state agency shall pay the contractor up to but not to exceed the **Published National Rate**, for each newspaper where the ad ran,
 - ✓ For **Classified Display Ads** placed in all newspapers except the 3 large metropolitan papers and any out-of-state papers, the state agency shall pay the contractor the **Published Local Classified Display Rate** for each newspaper where the ad ran,
 - ✓ For **Classified Display Ads** placed in the 3 large metropolitan papers and any out-of-state papers, the state agency shall pay the contractor up to but not to exceed the **Published National Classified Display Rate** for each newspaper where the ad ran,
 - ✓ For **Legal Ads / Classified Ads / Line Ads / Public Notice Ads** placed, the state agency shall pay the contractor the Published Rate for each newspaper where the ad ran that is in full compliance with **RSMo 493.025**. (See Attachment 3)
 - 3) Electronic Edition - If an add-on fee was authorized by the state agency for placing the ad in the newspaper's electronic edition, the state agency will also pay the contractor the actual amount charged to the contractor by the newspaper. No additional percentage or contractor fee shall be added to the amount paid for add-on charges.
- b. **Payment for the Contractor's Fee** – In addition to paying the contractor for the ad space at the rates specified above, the state agency shall also pay the contractor the firm fixed percent specified on the pricing page for the type of ad placed. The percent paid to the contractor shall be the contractor's fee for the contractor's time in handling the placement of the ad in the print media according to the requirements of the contract. The firm fixed percent shall either be the percent specified for Completed Ads or for Rough Ads, depending on the initial ad copy provided to the contractor.
 - c. No payment or reimbursement other than the payment for ad space and the payment for the contractor's fee as specified above shall be made to the contractor for any reason whatsoever including, but not limited to tear sheet, affidavit, manifest, printing, shipping, insurance, tax, and/or interest charges; penalty, liquidated damage, or termination assessments; attorney fees; etc.

5.3.6 The contractor shall understand that each state agency utilizing the contractor's services shall be solely responsible for payment for only those services requested by that state agency.

5.3.7 Final invoices are due by no later than sixty (60) calendar days after the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date. In addition, the contractor shall agree and understand that each state agency may have fiscal and budgetary situations which may require invoicing within a certain time period. The contractor must comply with such invoicing time requirements as

stipulated by the state agency, unless other arrangements are agreed upon by both the contractor and the state agency.

- 5.3.8 Notwithstanding any other provision of the contract, if the contractor fails to perform required work or services, fails to submit documentation when due, or is indebted to the United States, the state agency may withhold payment or reject invoices pursuant to the contract.
- 5.3.9 If a request by the contractor for payment is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.
- 5.3.10 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency with a check payable as instructed by the state agency in the amount of such overpayment. The contractor shall submit the overpayment to the state agency at the same address used for invoicing.
- 5.3.11 Recordkeeping - The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency.
- a. The contractor shall make all such records, books, and other documents relevant to the contract available at all reasonable times and in a format acceptable to the state agency and/or its designees and the Missouri State Auditor during the term of the contract and any renewal period, and for five (5) years from the date of final payment on the contract or contract renewal period or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of the action and resolution of all issues which arise from it.
 - b. The contractor shall permit governmental auditors and/or authorized representatives of the State of Missouri to have access, for the purpose of audit or examination, to any of the contractor's books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor. The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor, provided that it may contest any such exception by any legal procedure it deems appropriate and that the state agency will pay the contractor all amounts which may ultimately be held entitled to receive as a result of any such legal action.
- 5.3.12 Reporting Requirements – On a quarterly basis, by the last day of the month following the end of the quarter, the contractor shall submit a usage report to the Division of Purchasing and Materials Management of the placement services provided for all of the various using state agencies during the previous quarter and year-to-date. The contractor must submit the report electronically in an analysis-ready format approved by the Division of Purchasing and Materials Management. At a minimum, the report must contain the information listed below for each using state agency, further divided by state agency program or customer number, if applicable:
- 1) Identification of each Placement Order (Name, Number, or other identifier), and the state agency placing the order.
 - 2) For each order, identify whether the project included a Completed or Rough Ad and whether it was a Display Ad, Classified Display Ad, or a Legal/Classified/Line/Public Notice Ad.
 - 3) Specifics of the Order Including Newspapers where ad was placed, date, times, size, etc.
 - 4) Total Payment by state agency for that Placement Order
- 5.3.13 By no later than thirty (30) calendar days after the effective date of the contract and on a quarterly basis thereafter, the contractor shall submit an electronic listing to the Division of Purchasing and Materials Management of the each of the following rates for each newspaper within the State of Missouri. The quarterly report shall be an update showing changes during the quarter to the published rate. The contractor shall agree and understand that the listing shall be used to verify that the contractor is invoicing at the contract rates for ad space. [Although the Published National Rates are not included as a contract rate (except for the 3 large metropolitan papers), the contractor shall include the Published National Rate in the electronic list to assist the using state agencies in verifying that the appropriate contract rate was used for invoicing purposes.]

- a. Published Local Rate,
- b. Published Local Classified Display Rate,
- c. Published Rate in compliance with RSMo 493.025 (for Legal/Classified/Line Ads/Public Notice Ads)
- d. *Published National Rate (for comparison purposes)*

5.3.14 In addition to the electronic listing of rates required above, if required by any state agency in order to verify the accuracy of the rates actually included on the contractor's invoice to the state agency, the contractor shall provide the requesting state agency with a copy or scanned image of the current rate card for any or all newspapers where ads have been placed for that state agency.

5.4 Other Contractual Requirements:

5.4.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any BAFOs and (3) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. Purchases equal to or less than \$3,000 may be processed with a purchase order at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

5.4.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract, including prices/percentages, shall remain the same and apply during renewal periods.

5.4.3 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

- a. The contractor shall agree and understand that the state agency shall have the right, at any time, to cancel any space or time previously authorized for publication or broadcast, provided the publisher or other owner of said space or time will accept such cancellation without financial penalty, or if a penalty, provided the state agency shall pay any resulting costs or penalties.

5.4.4 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

5.4.5 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

5.4.6 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

5.4.7 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

5.4.8 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

5.4.9 Property of State - All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

5.5 Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds if state agencies receiving federal funds utilize the contract. Therefore, for any federal funds used, the following paragraphs shall apply:

- 5.5.1 In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments, applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract:
- a. Uniform Administrative Requirements - A-102 - State/Local Governments; 2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations.
 - b. Cost Principles - A-87 - State/Local Governments; A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR 31.2 - For-Profit Organizations; 45 CFR 74 Appendix E – Hospitals
- 5.5.2 Steven’s Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, “Steven's Amendment”, the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
- a. The percentage of the total costs of the program or project which will be financed with Federal money;
 - b. The dollar amount of Federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 5.5.3 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.
- 5.5.4 The contractor shall comply with the requirements of the Single Audit Act of 1984 (P.L. 98-502), the Single Audit Act Amendments of 1996 (P.L. 104-156), and OMB Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency at the address used for invoicing each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.
- 5.5.5 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 5.5.6 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 5.5.7 Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity. These include but are not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
 - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;

- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- f. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
- g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements; and
- h. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

RATES
\$2,000 for one insertion of a 2-column x 4-inch ad (3.75" x 4") statewide. \$1200 for either west or east region of state. Pre-payment is required prior to all 2x4 placements. Checks, Visa and Mastercard are accepted. If invoicing required, additional fees apply. A 2x2 ad is only \$1000.

DISCOUNT FOR MULTIPLE INSERTIONS (NON-COMMISSIONABLE)
25% discount for each additional insertion of the same ad during the following and succeeding weeks.

DEADLINE
The ad and payment must be received by noon Wednesday prior to the week you want the ad to run in the newspapers.

RUN DATES
The ad will run in the participating weekly newspapers on the day they publish. It will run in the participating dailies on whichever day the newspaper chooses.

TEARSHEETS
One random tearsheet will be sent to the advertiser upon request for a fee of \$10.00.

PLACEMENT IN OTHER STATES
MPS can place your 2x4 ad in other state networks. Call for discount information.

RESTRICTIONS
Ads must adhere to standard advertising regulations (disclaimers, copyrights, etc.). Missouri Press Service and the participating newspapers reserve the right to reject and/or edit any ad. MPS does not accept ads that contain 1-900 numbers, 1-800 numbers that refer callers to a 1-900 number or ads requesting money for product information or samples. A complete copy of our guidelines will be faxed to you upon request.

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Missouri Press Service can design your 2x4 for an additional charge of \$40 per hour. Please allow extra time for ad production.

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