



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

**NOTIFICATION OF STATEWIDE CONTRACT**

December 23, 2009

**CONTRACT TITLE:** Media Services – Radio & TV Placement  
**CURRENT CONTRACT PERIOD:** December 31, 2009 through January 31, 2010  
**BUYER INFORMATION:** John Hall  
573-522-1620  
[John.hall@oa.mo.gov](mailto:John.hall@oa.mo.gov)

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	8/1/06 through 6/30/07	01/31/10

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, specifications, requirements, and pricing are attached ~.*

CONTRACT NUMBER	VENDOR NAME / NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C306167001	<b>Missouri Broadcasters Association</b> 4360628550 2	P.O. Box 104445 Jefferson City, MO 65110-4445 Phone #: 573/636-6692 Fax #: 573-634/8258 Donald J. Hicks <a href="mailto:dhicks@mbaweb.org">dhicks@mbaweb.org</a>	N/A	No
C306167002	<b>Learfield Communications, Inc.</b> 4309985860 0	505 Hobbs Road Jefferson City, MO 65109 Phone #: 573/556-1238 Fax #: 573/893-2321 Laurie Bonnot <a href="mailto:lbonnot@learfield.com">lbonnot@learfield.com</a>	N/A	Yes
C306167003	<b>True Media, LLC</b> 2023852690 0	29 South Ninth St. Ste 201 Columbia, MO 65201 Phone#: 573/443-8783 Fax #: 573/443-8784 Jack Miller <a href="mailto:jmiller@truemediaservices.com">jmiller@truemediaservices.com</a>	N/A	Yes

CONTRACT NUMBER	VENDOR NAME / NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C306167004	<b>Muller Bressler Brown</b> 4312718380 0	4739 Belleview Avenue Kansas City, MO 64112 Phone #: 816/300-6310 Fax #: 816/531-6692 Jim Brown <a href="mailto:JBrown@MBBAgency.com">JBrown@MBBAgency.com</a>	N/A	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
12/31/09 – 01/31/10	12/23/09	<b>Extended all contracts</b>
7/1/09 – 12/31/09	09/08/09	Extended all contracts and changed Buyer Information on page 1 of this Notification of Statewide Contract.
8/1/08 – 6/30/09	05/14/08	Renewal of all contracts.
7/1/07 – 6/30/08	02/21/08	Changed the contact information for Contract C306167001 (Missouri Broadcasters Assn.).
7/1/07 – 6/30/08	06/25/07	Corrected the effective date for the contract period on this Statewide Notice to July 1, 2007.
8/1/07 – 6/30/08	04/05/07	Effective March 15, 2007 contractor allowed to place ads in additional broadcast media under certain specified conditions.
8/1/07 – 6/30/08	12/18/06	Renewal of all contracts.
8/1/06 – 6/30/07	7/17/06	Initial issuance of new statewide contract

### STATE AGENCY INSTRUCTIONS

- Multiple Contracts – Four (4) contracts have been awarded with three (3) basic approaches and fees to providing the radio and TV media ad placement services as summarized below:

Contract Number	Contractor Name	Basic Approach	Fee (As % of Cost of Ad) Radio/TV Placement Service % Commission	Other Services Provided
C306167001	Missouri Broadcasters Association	Missouri Public Education Program (MO-PEP program)	0% (only the cost of the ad is charged)	Duplication at no charge
C306167002	Learfield Communications, Inc.	Learfield bartered networks as the base for state agency use. Also offers to purchase additional specific audience-focused stations	0% (actual cost of Learfield's network plus purchased time with 0% additional)	Yes. Duplication and additional list proposed at no charge (see list)
C306167003	True Media, LLC	Traditional approach of broadcast media buying to reach specific markets as	9% (actual cost of ad plus 9%)	Duplication at no charge

C306167004	Muller + Co	customarily performed by an advertising/media buying agency	9.5% (actual cost of ad plus 9.5%)	No other services accepted
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2. State agencies may utilize the contractor whose service best meets their needs, considering cost, broadcast markets, and total advertising budget.
3. Each state agency shall have the right to request broadcast media proposals from one, some, or all contractor(s) to determine the contractor who will best meet the needs of the state agency in terms of cost, media placement/markets reached, and best use of total advertising budget.
4. Limitation on other services - If proposed by the contractor (see table above), the state agency can obtain other miscellaneous services related to broadcast media placement services as an adjunct of the contractor's broadcast media placement services. However, the state agency shall only be permitted to use such other services in conjunction with the broadcast media placement services described herein and not on a stand-alone basis. Furthermore, the state agency shall not utilize the contractor for creative services nor for other "marketing/advertising" or "media" campaign services normally associated with a marketing/advertising agency.
  - a. If available by the contractor, the contract shall be interpreted to also include additional "broadcast" (electronic) media such as pod cast advertisements, movie theatre advertising, etc., under the following conditions, only:
    - ✓ The project in which additional broadcast (electronic) media is placed, also includes placement on radio and/or TV, [the additional media is being used "in conjunction with the radio/TV placement", per paragraph 2.1.4.a.1) of RFP B3Z06167],
    - ✓ The ad being aired on the additional broadcast media is either the same ad being aired on either radio or TV or is a shortened version of the same ad (i.e. not a new or different ad),
    - ✓ The existing pricing of the contract applies. (i.e. actual cost of the air time plus the percent applicable for each contract. No additional pricing or fee structure can be used.)
  - b. Placement for print or paper ads (newspapers, magazines, billboards, etc) of any form are not included as part of the contract.

## CONTRACTUAL REQUIREMENTS

### 2. CONTRACTUAL REQUIREMENTS

#### 2.1 General Requirements:

2.1.1 The contractor shall provide broadcast media placement services which shall consist of the placement of radio and/or television advertisements (either public service announcement advertising or paid advertising) for any agency of the State of Missouri (hereinafter referred to as the using "state agency") in accordance with the provisions and requirements specified herein.

2.1.2 The contractor shall coordinate the broadcast of pre-recorded taped and/or videotaped advertisements on radio and/or television stations (hereinafter referred to as "*broadcast stations*") located throughout the State of Missouri (and occasionally outside the State of Missouri) as required by each using state agency.

- a. The exact requirements for broadcast media placement services shall be determined by and between the using state agency and the contractor.
- b. Because the contractor will be placing radio and TV ads for Missouri state agencies primarily on Missouri broadcast stations designed to reach Missouri citizens, the contractor should be operating as a business located within the geographic boundaries of the State of Missouri.

2.1.3 Other broadcast station media related services - If proposed by the contractor in response to the proposal and accepted by the State of Missouri as being related to broadcast media placement services, the contractor may also be requested to produce the advertisements or provide other miscellaneous services related to broadcast media placement services as an adjunct of the contractor's broadcast media placement services.

- a. Limitation on other services:
  - 1) The contractor shall agree and understand that any state agency shall only be permitted to use such other services in conjunction with the broadcast media placement services described herein and not on a stand-alone basis.
  - 2) Furthermore, the contractor shall agree and understand that a state agency shall not utilize the contractor for creative services nor for other "marketing/advertising" or "media" campaign services normally associated with a marketing/advertising agency.
- b. If other broadcast station media related services are requested by the using state agency, the contractor shall provide such services in accordance with instructions provided by the using state agency.

#### 2.2 Performance Requirements:

2.2.1 Upon identification of need for the contractor's services, a using state agency will contact the contractor and specify an exact date(s) on which the paid advertisement(s) and/or public service announcements shall air. The contractor must ensure that the advertisements air within a time frame that will be specified by the using state agency. It is estimated, but in no way guaranteed that such time frame will be between the hours of 6:00 a.m. and no later than 12:00 midnight.

- a. If and when requested by the using state agency, the contractor shall meet with broadcast station's media representatives and shall provide the using state agency a written evaluation of each proposal submitted by broadcast media representatives. Based on the analysis of the market, advertisement rates, etc., the contractor shall assist the using state agency in making advantageous broadcasting determinations.
- b. After authorization by the using state agency, the contractor shall order and place the advertisements on the broadcast stations on the dates required by the using state agency.
- c. The contractor must endeavor to secure the most advantageous times and rates available.

- 2.2.2 In ordering broadcast time, the contractor shall not be acting as an agent of the State of Missouri, and shall not represent itself to be acting as an agent of the State of Missouri. The contractor shall inform each broadcast media representative supplying time that the contractor is not acting as an agent for the State of Missouri and that the contractor shall be solely liable for payment to the broadcast media representative. The contractor shall invoice the State for all broadcasting in accordance with the invoicing requirements of this document.
- a. The contractor shall only be permitted to invoice the using state agency for broadcast time after the advertising has been broadcast. See the Invoicing and Payment Requirements section of this document.
- 2.2.3 The contractor shall properly incorporate approved advertisements in mechanical or other necessary form and forward it with instructions for the fulfillment of the advertising order and shall check and verify instructions and broadcasts, to such a degree as normally performed by media buying agencies and as regarded as good practice.
- 2.2.4 After securing the broadcast time, the contractor shall communicate the necessary information to the state agency.
- 2.2.5 The using state agency shall provide the contractor with a pre-recorded broadcast quality master or duplicate of the advertisement that is ready for broadcast. The contractor shall make duplicates of the advertisement if necessary and shall label, package, and ship the ad to the approved broadcast stations.
- 2.2.6 The contractor shall ensure that all broadcast advertisements contain: (1) the closed captioning of the verbal contents of the advertisement if required by Section 711 of the Communications Act and (2) the sponsorship identification tag required by Section 73.1212 of the FCC's Rules and such tag shall be in a format that is understandable/readable to the average listener/viewer. At a minimum, the radio tag shall be aural and the television tag shall be visual.
- 2.2.7 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

### **2.3 Recordkeeping and Reporting Requirements:**

- 2.3.1 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 broadcast 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.
- a. 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) State Agency contact Name and Phone number
  - 3) Date of Order
  - 4) Description (including broadcast media where the ad was placed), Date, Time, and Length of Broadcast Media Placement(s)
  - 5) Unit Price, and Quantity for each service performed
  - 6) Extended Total and Grand Total of each order
- b. In addition, the contractor shall submit the usage report to any state agency requesting such report in a frequency requested by such state agency. The contractor shall submit the usage report to the requesting state agency for only those services provided for the specific state agency. The contractor must submit the report electronically, in an analysis-ready format specified by the state agency, such as Microsoft Excel or Access. Reports in PDF or similar format shall be considered unacceptable.
- c. The contractor shall develop and provide ad hoc reports as required and requested by the Division of Purchasing and Materials Management or any state agency at no additional cost to the state. The contractor

must submit ad hoc reports electronically in an analysis-ready format specified and approved by the Division of Purchasing and Materials Management or requesting state agency.

2.3.2 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/or the Missouri State Auditor during the term of the contract, and for three (3) years from the date of final payment on the contract 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 the contractor 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.

## 2.4 Invoicing and Payment Requirements:

2.4.1 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 a monthly basis to each state agency utilizing the contractor's services using 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. The invoice shall be delivered to the address specified by the using state agency. 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.

2.4.2 Broadcast Services:

- a. Each invoice submitted by the contractor must itemize the actual cost for the actual broadcast airtime for the advertisement(s) and the amount due the contractor for the contractor's broadcast placement services. The amount due the contractor for broadcast placement services shall be the firm, fixed percent of the actual cost for the broadcast time specified on the pricing page.
  - 1) The contractor shall audit and verify accuracy of all invoices for broadcast time that were received by the contractor from the broadcast stations.
  - 2) The contractor must submit the following documentation to each using state agency:
    - copies of all insertion orders, change orders, and purchase orders with broadcast stations
    - an affidavit as evidence of the date and time of the advertisement's broadcast
    - a report of the fair market value of each station's schedule, if applicable.

- b. The contractor shall be paid (1) the actual cost charged by the broadcast media to air the advertisement plus (2) the contractor's applicable firm, fixed percentage (as shown on the pricing page of the contract) of the actual cost for the airtime.

2.4.3 Other broadcast station media related services:

- a. Duplication Services - If dubbing services were provided, the contractor shall invoice for and shall be paid for such services in accordance with the firm fixed price per dub specified in the contract.
- b. If other services were provided such as production, dubbing of or onto other formats, etc., the contractor shall invoice for and shall be paid for such services in accordance with the price specified in the pricing schedule of the contract less the percentage discount specified on the pricing page. Only those services included in the contract shall be paid.

2.4.4 The contractor shall agree and understand that no costs, fees, charges, commissions, or rebates other than those specified above shall be permissible and that except for pricing stated in the contract, no other payment or reimbursement of any kind shall be made to the contractor.

2.4.5 The contractor must promptly pay all broadcast stations, duplicating facilities, and any other such "vendors" who may act as "subcontractors" per the contract.

2.4.6 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.

2.4.7 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.

2.4.8 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.

2.4.9 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 address specified by the state agency.

**2.5 Other Contractual Requirements:**

2.5.1 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 contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) 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. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. State purchases equal to or less than \$3,000 may be processed with a purchase order or other form of authorization given to the contractor 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, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.5.2 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 two (2) 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 the firm fixed percentages, shall remain the same and apply during renewal periods. If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the duplication services for renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.

- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.

2.5.3 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 air time previously authorized for broadcast, provided the owner of said time will accept such cancellation without financial penalty, or if a penalty, provided the state agency shall pay any resulting costs or penalties.

2.5.4 Transition:

- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
- b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the state agency, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:
  - 1) The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
  - 2) The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed 120 calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
  - 3) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to insure the completion of such service prior to the expiration of the contract.

- 2.5.5 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) or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.5.6 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.
- 2.5.7 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.
- 2.5.8 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.
- 2.5.9 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.

2.5.10 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.

2.5.11 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. Upon expiration, termination, or cancellation of the contract, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall become the property of the state agency.

2.5.12 Property of State - The contractor shall agree and understand that all programs, reports, materials, documentation, etc., which are developed or acquired by the contractor as a requirement of the contract shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the state agency.

- a. The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.
- b. The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.
- c. 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.

2.5.13 Inventions, Patents, and Copyrights - If any copyrighted material is developed as a result of the contract, the state agency shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for state agency purposes or the purpose of the State of Missouri.

## **2.6 Federal Funds Requirements:**

**The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:**

2.6.1 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

- 2.6.2 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.
- 2.6.3 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.
- 2.6.4 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.
- 2.6.5 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 2.6.6 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.
- 2.6.7 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.).
- 2.6.8 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.

## PRICING AND PROPOSAL INFORMATION

### **MISSOURI BROADCASTERS ASSOCIATION – C306167001**

*(Commodity Code For All Items: 91803)*

#### **001. Fee for Broadcast Placement Services by Contractor**

Missouri Broadcasters Association will not charge any additional fees for placement of radio or TV advertisements.

A using state agency will only pay the actual cost for using a “bank” of airtime (see below). No additional commissions will be charged.

Missouri Broadcasters Association provides MO-PEP (Missouri Public Education Program) based on their special relationship with radio and TV stations in Missouri. Participating radio and TV stations donate unused commercial air time into a “bank” maintained by the Missouri Broadcasters Association for use by state agencies in MO-PEP. The state agency will pay for using the “bank” of airtime to broadcast public awareness messages. The Missouri Broadcasters Association guarantees a 4 to 1 ratio for investment dollars.

The Missouri Broadcasters Association program is uniquely designed for state agencies whose budgetary resources are not sufficient to ensure the placement and frequency of a normal commercial purchase, but whose unique geographic and other broadcast needs cannot be met by public service announcements.

#### **002. Other Broadcast Station Media Related Services - The Missouri Broadcasters Association provides dubbing and shipping as part of the service. No additional fees are charged.**

The state agency must provide a Beta SP or DVD master for TV ads and a broadcast quality CD or MP3 file for radio ads. Each master must be clearly labeled with the title and/or identification number of the ad.

### **LEARFIELD COMMUNICATIONS, INC. – C306167002**

*(Commodity Code For All Items: 91803)*

#### **001. Fee for Placement Services by Contractor**

Learfield Communications, Inc. will not charge any additional fees for placement of radio or TV advertisements. A using state agency will pay the actual net cost for the airtime. (Any commissions paid by the broadcast stations will be returned to the state agency.)

Information about the Learfield Networks can be found on the Internet at:

<http://www.learfield.com/>

Bartered Inventory - Learfield uses bartered inventory instead of paying cash, thus allowing the state to receive up to a 5-to-1 ratio value compared to price paid for individual stations' rate card.

Placement during primetime – In exchange for Learfield's state news programming to its affiliated stations, the stations provide guaranteed commercial clearance Monday-Saturday, 6 a.m.-7 p.m. This combined group of affiliated stations from Learfield constitutes the “bartered” network.

Placement on audience specific stations – While utilization of Learfield's bartered networks is the solid base for state agencies, Learfield obtains the ability to purchase specific audience-focused stations based on state agency needs and goals. Additional radio and TV schedules, placed outside the Learfield bartered networks, are guaranteed on stations' most-targeted dayparts to maximize audience reach and frequency.

Learfield Communications, Inc. proposes an initial consultation with the state agency for instructions on handling and placing ads. The Learfield Media Buying team will then determine the target audience, the markets needed, and the proper schedule to accomplish the state agency’s goals. Next, the Learfield Media Buying team will open negotiations with any non-network stations, establish rates and place orders. For network stations, internal orders will be issued. Learfield will then present traffic instructions and creative to all stations.

In the event of non-performance by the broadcast station, Learfield Communications will work with the station(s) to correct the error to the satisfaction of the state agency. A specific clause is added to contracts between Learfield and the stations stating that Learfield Communications strictly enforces the need for make-good, should an error in contracted broadcast time. The clause requires make-goods within the specified, flight campaign and encourages additional broadcast messages at no additional cost to the state agency to compensate for the error. In the event that an error cannot be fixed by airing make-goods, a partial/full refund/credits will be provided to the state agency.

**002. Other Broadcast Station Media Related Services** – Learfield does not charge for any of the following other services. Other than services listed, no other services have been awarded.

<b>LEARFIELD COMMUNICATIONS – Other Services</b>
Duplication Services
Script writing – Radio and or TV
Supplying nationally recognized industry talent
Studio services (Studio available on hourly basis)
Music Library (music licensing fee)
Engineering Services (Equipment operator available on hourly basis)
Market analysis (includes demographic research and ratings)
Sound Effects Library
Satellite distribution fee (Distribution of PSA’s)
Talk Show Forum (includes studio and satellite) delivery
TV closed captioning
Blind audio services
Audio technician
Equipment usage
Producer Fee
Editing and Mastering Fee

<p><b><u>TRUE MEDIA – C306167003</u></b>  <i>(Commodity Code For All Items: 91803)</i></p>
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**001. Fee for Broadcast Placement Services by Contractor:**

True Media charges 9% for placement services.

A using state agency will pay the actual net cost for the airtime. (Any commissions paid by the broadcast stations will be returned to the state agency.) The contractor will then receive a 9% commission on the net cost of the ad.

As a media buying agency, True Media performs traditional media strategic planning, buying, placement, and analyzing media.

First, True Media will evaluate the state agency’s market, consumer and message as it relates to media. Second, True Media will develop a strategic plan that emphasizes the strengths of each media using the most comprehensive research tools in the market (Nielsen, Arbitron, ABC Audit, and more). Third, True Media will negotiate the best placement to maximize the state agency’s budget. Finally, True Media will analyze media performance through media audits and guaranteed ratings delivery and placement to the media “makes good” on undelivered demographics.

True Media post ratings from the Television stations to ensure they are held accountable for their ratings. For example, if True buys a program based on a 4 rating, but it only delivers a 3 rating, then they will owe us a 1 rating point. Make goods, (no charge spots) will be made to remedy the non-performance. True Media can also utilize partial/full refunds or even credits for future payments when non-performance occurs in Television or Radio.

**002. Other Broadcast Station Media Related Services** – True Media does not charge for duplication. Any other media buying services performed are included in the fee for placement services described above.

<b>MULLER + CO – C306167004</b> <i>(Commodity Code For All Items: 91803)</i>
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**001. Fee for Broadcast Placement Services by Contractor:**

Muller + Co charges 9.5% for placement services.

A using state agency will pay the actual net cost for the airtime. (Any commissions paid by the broadcast stations will be returned to the state agency.) The contractor will then receive a 9.5% commission on the net cost of the ad.

As a full service advertising agency, Muller + Co. performs traditional media strategic planning, buying, placement, and analyzing media.

After determination of goals and demographic information, avails will be sent out to appropriate TV or Radio stations. Once rates are received for each station availed, Muller + Co. buyers will negotiate the best rates for dayparts dependant on timeframe and availability. Schedules will be determined based on the efficiency and the ratings of each station. Schedules will then be sent to client [state agency] for approval. Once the schedules are approved, they will be placed with the station. During the schedule’s flight dates, Muller + Co. will maintain contact with station to ensure that spots are running as scheduled.

Muller + Co. will work with TV station during the flight to find suitable makegoods to replace any spots missed due to pre-emptions. Should this not be an option (i.e. spot was missed and unable to be worked back into the schedule) appropriate credits will be made with the station. Should there be an opportunity (with another flight) to make the missed spots good during a later campaign, the agency will do so.

**002. Other Broadcast Station Media Related Services** – No “other services” were awarded for Muller + Co.