



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

**NOTIFICATION OF STATEWIDE CONTRACT**

May 7, 2013

**CONTRACT TITLE:** Clipping Services  
**CURRENT CONTRACT PERIOD:** July 1, 2013 through June 30, 2014  
**BUYER INFORMATION:** Stacia Dawson  
 (573) 522-3025  
[Stacia.dawson@oa.mo.gov](mailto:Stacia.dawson@oa.mo.gov)

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	July 1, 2010 through June 30, 2011	June 30, 2014

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.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials Management's **Awarded Bid & Contract Document Search** located on the Internet at <http://www.oa.mo.gov/purch>.

*~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.*

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C310164001	4315888890 8	Missouri Press Clipping Bureau PO Box 873 Columbia MO 65205 Attn: Craig Horn Phone: 800-474-1111 Fax: 573-474-1001 Email: <a href="mailto:chorn@newzgroup.com">chorn@newzgroup.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.

<b>Contract Period</b>	<b>Issue Date</b>	<b>Summary of Changes</b>
7/1/13-6/30/14	05/07/13	<b>Renewal</b>
7/1/12-6/30/13	03/16/12	Renewal
7/1/11-6/30/12	05/17/11	Renewal
7/1/10-6/30/11	03/12/10	Initial issuance of new statewide contract

## **1. CONTRACTUAL REQUIREMENTS**

### **1.1 General Requirements:**

- 1.1.1 The contractor shall provide clipping services for any agency of the State of Missouri (hereinafter referred to as the state agency) to obtain any and all published news information pertaining to subjects or topics of a state agency as required and in accordance with the provisions and requirements state herein.
- 1.1.2 The contractor shall perform all services to the sole satisfaction of the state agency.
- 1.1.3 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. The contractor shall agree and understand that any state agency of the State of Missouri may participate in the contract, but that the contract does not require mandatory participation by any state agency. The contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri, a state agency may, at its own discretion, obtain alternate services elsewhere.
- 1.1.4 Cooperative Procurement Program - The contractor has indicated agreement with participation in the Cooperative Procurement Program, the contractor shall provide clipping services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.
- 1.1.5 Other services - If proposed by the contractor in response to the proposal, the contractor may also be requested to provide other miscellaneous services as an adjunct of the contractor's clipping services. However, the contractor shall agree and understand that any state agency shall only be permitted to use such other services in conjunction with the clipping services described herein and not on a stand-alone basis. If other services are requested by the using state agency, the contractor shall provide such services in accordance with instructions provided by the using state agency.

### **1.2 Performance Requirements:**

- 1.2.1 The contractor must read and provide press clipping services covering, at a minimum, all newspapers listed in the current Missouri Newspaper Directory.
  - a. The contractor shall provide a listing of all newspapers listed in the current Missouri Newspaper Directory to any requesting state agency utilizing the contractor's services. The contractor shall provide such newspaper listing free of charge.
- 1.2.2 The contractor shall clip articles of the subject matter or topics required by each state agency, and shall deliver one copy of each article to the state agency requesting services.
  - a. The contractor shall agree that there shall be no limit to the number of subjects or topics that shall be allowed to each state agency.
  - b. The contractor shall agree that each state agency shall be allowed to add, delete, or change subjects or topics at any time.
- 1.2.3 The contractor must deliver each clipping via mail or electronic submission as specified below by the state agency:
  - a. Mail – If the state agency requests clippings be delivered via mail class, the contractor shall provide the delivery in accordance with the time schedule specified below:

- 1) If the state agency requests that clippings be sent via first class mail, the state agency must receive the clippings within fourteen (14) calendar days of the date of publication of the newspaper from which the clipping(s) were clipped.
  - 2) If the state agency requests that clippings be sent in a more expedited manner (i.e. via Express or Priority Mail), the state agency must receive the clippings within twelve (12) calendar days of the date of publication of the newspaper from which the clipping(s) were clipped.
  - 3) If the volume of clippings requires that a large package be sent by commercial carrier, the contractor must insure that the state agency receives the clippings within sixteen (16) calendar days of the date of publication of the newspaper from which the clipping(s) were clipped.
- b. Electronic – If the state agency requests clippings be delivered via electronic submission, the contractor shall provide electronic submission in accordance with the following:
- 1) The contractor shall provide electronic submission (i.e. email) of clips in PDF format. The state agency must receive the clippings within fourteen (14) calendar days of the date of publication of the newspaper from which the clipping(s) were clipped.
  - 2) In addition, to receiving electronic submission of the clipping(s), the state agency may request the contractor provide an electronic database of the listings of the clips received by the contractor. The electronic database shall be in a format acceptable to the state agency (i.e. excel, access). The electronic database shall provide the state agency with an overview of all the clippings received for the month. At a minimum, the electronic database shall include (1) newspaper name, (2) circulation number of the newspaper, (3) headline and date of the clip, and (4) reporter name.

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

### **1.3 Invoicing and Payment Requirements:**

1.3.1 Prior to any payments becoming due per the contract, the contractor must 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.oe.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. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Payment Website at <https://www.vendorpay.oe.mo.gov>.

1.3.2 The contractor shall submit a monthly invoice to each state agency utilizing the contractor's services at the address specified by the state agency. Each state agency shall be solely responsible for payment of services received as specified herein.

1.3.3 The contractor shall be paid for services actually provided in accordance with the firm, fixed prices stated on the Pricing Page. The contractor shall be paid the price per clip in addition to the price per month for mail, electronic submission, and/or electronic database.

- a. The prices specified on the Pricing Page shall be for mailing the clipping via first class mail or electronic submission of the clipping. In the event a state agency requires express or priority mail, the state agency

shall reimburse the contractor for the actual differential between first class postage rates and express or priority postage rates.

- 1.3.4 If the time frame within which a state agency receives a clipping(s) exceeds the time frames specified herein, the state agency shall have the right, within seven (7) days of their receipt, to refuse the clipping(s) and to return all such clippings to the contractor for full credit.
- 1.3.5 In addition, the contractor shall give full credit to a state agency if mistaken or miss-sorted clippings are returned to the contractor within seven (7) days from receipt by the state agency.
- 1.3.6 Other Services – If other services were provided, 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.
- 1.3.7 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 1.3.8 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.
- 1.3.9 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.
- 1.3.10 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.
- 1.3.11 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.

#### **1.4 Other Contractual Requirements:**

- 1.4.1 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 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". 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 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 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.
- 1.4.2 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 shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

1.4.3 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 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. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

1.4.4 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 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.

1.4.5 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); (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.

1.4.6 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. The insurance shall include an endorsement that adds the State of Missouri as an additional insured.

1.4.7 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.
- d. Pursuant to subsection 1 of section, 285.530 RSMo no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section, 285.530 RSMo) if the contract binding the contractor and subcontractor affirmatively states that:
  - 1) the direct subcontractor is not knowingly in violation of subsection 1 of section, 285.530 RSMo and
  - 2) shall not henceforth be in such violation and
  - 3) the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

1.4.8 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 key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.

1.4.9 Authorized Personnel -

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:

- 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

1.4.10 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.

1.4.11 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.

1.4.12 Property of State - 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 of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

1.4.13 Confidentiality -

- a. 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.
- b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

1.4.14 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal.

- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
  - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
  - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

**1.5 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:

- 1.5.1 The contractor and any subcontractors must comply with all reporting requirements as published at any time during the contract period in order to allow for accountability of ARRA funds in a manner that ensures transparency and accountability in accordance with all program and ARRA requirements.
- 1.5.2 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:
  - 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 (OMB Circular A-110).
  - b. Cost Principles - 2CFR 225 - State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR 31.2 - For-Profit Organizations; 45 CFR 74 Appendix E - Hospitals.
- 1.5.3 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.
- 1.5.4 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.
- 1.5.5 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and 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 each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.

- 1.5.6 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.
- 1.5.7 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.
- 1.5.8 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.).
- 1.5.9 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all 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.
- 1.5.10 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 to the extent applicable to the contract. 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;
  - h. Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
  - i. Missouri Governor’s E.O. #05-30; and
  - j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

## 2. PRICING PAGE

Line Item	Description <i>(c/s code 91856)</i>	Firm, Fixed Price
001	Price Per Clipping via mail	\$0.48
002	Price Per Month via mail	\$77.00
003	Price Per clipping via electronic submission	\$0.48
004	Price per month via electronic submission	\$77.00
005	Price per clip for electronic database	\$0.78
006	Price per month for electronic database	\$32.00

### 2.1 Other Services Proposed and Available -

**Clipz Management Report** – Offers clients a comprehensive monthly breakdown of import clip information. This report is a detailed overview of all the clippings that client receives during a monthly billing cycle. The report includes the name and circulation numbers of each newspaper in which clippings appeared, a link to the clip which remains active for two months and date of each clip, and the column inches and ad space equivalency for each clipping.

Cost of Services    **Monthly Service Fee \$15 (line item 007)**  
                               **Per Clip Fee \$0.50 (line item 008)**

**Digital Archiving** – Our clients’ clippings can be saved in a text-searchable PDF File on a CD-ROM for ease of retrieval. This services is available monthly, quarterly, or yearly.

Cost of Services    **Monthly Service Fee \$10/CD (line item 009)**  
                               **Per Clip Fee \$0.75 (line item 010)**

**Clipz Clerk** – This clip retrieval program functions similar to an email program. Clients check for new clips queued to download at their convenience. The client controls and manages their clips with Clipz Clerk. Clients can organize folders for special groupings and share relevant data in the way they want it arranged. The most important aspect for clients is that most relevant publication data is available as instantly as the clips are retrieved. Clients don’t need to wait until the end of the month to study readership, equivalent ad rate and other relevant clip information. High-volume clients often find this method of clip delivery and management to be the most efficient way to conduct the flow of clippings.

Cost of Services    **Monthly Service Fee \$15 (line item 011)**  
                               **Per Clip Fee \$1.60 (line item 012)**