State of Delaware

CLASSIFIED, LEGAL & EMPLOYMENT ADVERTISING

Request for Proposal
Contract No. GSS-MU-09-199A-VM

August 26, 2008

- Deadline to Respond -
September 23, 2008
1:00 P.M. EDT

August 26, 2008

CONTRACT NO. GSS-MU-09-199A-VM

ALL OFFERORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Classified, Legal and Employment Advertising. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. GSS-MU-09-199A-VM

1 DEFINITIONS and GENERAL PROVISIONS
2 SPECIAL PROVISIONS, REQUEST FOR PROPOSAL, AND SCOPE OF WORK
3 PROPOSAL REPLY SECTION
A - NO PROPOSAL REPLY FORM
B - NON-COLLUSION STATEMENT AND ACCEPTANCE
C - PROPOSAL SUMMARY
D - OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE (OMWBE) APPLICATION

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number by September 23, 2008 at 1:00 P.M. EDT to be considered.

Proposals shall be submitted to:

State of Delaware
Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please call Vicki Macklin at 302-857-4553.

vlm

P:09199A/RFP

GOVERNMENT SUPPORT SERVICES

DEFINITIONS
AND
GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

BID INVITATION: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

BIDDER OR VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

PROPOSAL: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for his acceptable performance of the work for which he has contracted.

BIDDER'S DEPOSIT: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to him.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

CONTRACT BOND: The approved form of security furnished by the contractors and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

SECTION A - GENERAL PROVISIONS

1. **BID INVITATION**:

   See "Definitions".

2. **PROPOSAL FORMS**:

   The invitation to bid shall contain pre-printed forms for use by the vendor in submitting his bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. **INTERPRETATION OF ESTIMATES**:

   a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.

   b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **SILENCE OF SPECIFICATIONS**:

   The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS**:

   The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy himself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. **PREPARATION OF PROPOSAL**:

   a. The bidder's proposal shall be written in ink or typewritten on the form provided.

   b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

7. **PRICES QUOTED**:

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

8. **DISCOUNT**:

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES**:

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. **DELIVERY OF PROPOSALS**:

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

11. **WITHDRAWAL OF PROPOSALS**:

A bidder may withdraw his proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

12. **PUBLIC OPENING OF PROPOSALS**:

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

13. **PUBLIC INSPECTION OF PROPOSALS**:

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

14. **DISQUALIFICATION OF BIDDERS**:

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.

b. Evidence of collusion among bidders.

c. Unsatisfactory performance record as evidenced by past experience.

d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.

e. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

SECTION B - AWARD AND EXECUTION OF CONTRACT

1. **CONSIDERATION OF BIDS**:

   The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. **MATERIAL GUARANTY**:

   Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. **AWARD OF CONTRACT**:

   Within thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. **EXECUTION OF CONTRACT**:

   The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.

5. **WARRANTY**:

   The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

6. **THE CONTRACT(S)**:

   The contract(s) with the successful bidder(s) will be executed with the Insert Department and Division acting for all participating agencies.

7. **RETURN OF BIDDER'S DEPOSIT**:

   The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

8. **INFORMATION REQUIREMENT**:

   The successful bidder's shall be required to advise the Insert Department and Division of the gross amount of purchases made as a result of the contract.

9. **CONTRACT EXTENSION**:

   The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

10. **TERMINATION FOR CONVENIENCE**:

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

11. **TERMINATION FOR CAUSE**:

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

SECTION C - GENERAL

1. **AUTHORITY OF AGENCY**:

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

2. **LAWS TO BE OBSERVED**:

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or by his employees.

3. **PERMITS AND LICENSES**:

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at his own expense.

4. **PATENTED DEVICES, MATERIAL AND PROCESSES**:

a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.

b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. **EMERGENCY TERMINATION OF CONTRACT**:

a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.

b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

6. **TAX EXEMPTION**:

a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.

b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take his exemption into account in calculating his bid for his work.

7. **OR EQUAL (PRODUCTS BY NAME)**:

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

8. **INVOICING**:

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

SECTION D - EQUAL OPPORTUNITY

1. **EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS**:

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.

c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

Revised 01/16/07

REQUEST FOR PROPOSAL
CONTRACT NO.: GSS-MU-09-199A-VM
Classified, Legal, and Employment Advertising
SPECIAL PROVISIONS

1. **COMPETITIVE SEALED PROPOSAL:**

It has been determined by the Director, Office of Management and Budget, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Conduct Oral or written discussions with offerors concerning technical and price aspects of their proposals;
- Afford offerors an opportunity to revise their proposals;
- Compare the different price, quality and contractual factors of the proposals submitted.

2. **CONTRACT REQUIREMENTS**:

This contract will be issued to cover the Classified, Legal and Employment Advertising requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

3. **MANDATORY USE CONTRACT**:

REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

4. **CONTRACT PERIOD**:

Each contractor's contract shall be valid for a two (2) year period from February 15, 2009 through February 14, 2011. Each contract may be renewed for three (3) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

5. **PRICES**:

Prices and/or rates shall remain firm for the term of the contract, unless further negotiations are deemed necessary by the State.

The pricing policy that you choose to submit must address the following concerns

a. The structure must be clear, accountable and auditable.
b. It must cover the full spectrum of services required.
c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

6. **MOST-FAVORED CUSTOMER**:

The contractor shall not offer to others prices lower than those provided in the contract, or if lower prices are offered they must also apply to the subject contract.

7. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for the second, optional year, the Division of Government Support Services shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

8. **SHIPPING TERMS**:

F.O.B. destination; freight prepaid.

9. **QUANTITIES**:

The attention of offerors is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of the proposals. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

10. **FUNDING OUT**:

The continuation of this contract is contingent upon funding appropriated by the legislature.

11. **BID BOND REQUIREMENT**:

Bid Bond Waived.

12. **PERFORMANCE BOND REQUIREMENT**:

Performance Bond Waived.

13. **MANDATORY INSURANCE REQUIREMENTS:**

Certificate of Insurance and/or copies of insurance policies for the following:

1. As a part of the contract requirements, the contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors shall carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.

   a. Comprehensive General Liability - $1,000,000.00 per person/$3,000,000 per occurrence.

   and

   b. Medical/Professional Liability - $1,000,000.00 per person/$3,000,000 per occurrence.

   or

   c. Miscellaneous Errors and Omissions - $1,000,000.00 per person/$3,000,000 per occurrence.

13. **MANDATORY INSURANCE REQUIREMENTS (Continued):**

or

d. Product Liability - $1,000,000.00 per person/$3,000,000 per occurrence.

2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than $100,000 each person and $300,000 each accident as to bodily injury and $25,000 as to property damage to others.

3. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.

4. Before any work is done hereunder, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Administrator, Government Support Services
Contract No. GSS-MU-09-199A-VM
State of Delaware
100 Enterprise Place, Suite 4
Dover, DE 19904

Note: The State of Delaware shall not be named as an additional insured.

14. **STATE OF DELAWARE BUSINESS LICENSE**:

Prior to receiving an award, the successful contractor shall either furnish Government Support Services with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 -- Public Service, (302) 577-8205 -- Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

15. **HOLD HARMLESS**:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

16. **NON-PERFORMANCE**:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

17. **FORCE MAJEURE**:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

18. **CONTRACTOR NON-ENTITLEMENT**:

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

19. **EXCEPTIONS**:

Offerors may elect to take minor exception to the terms and conditions of this RFP. Government Support Services will evaluate each exception according to the intent of the terms and conditions contained herein, but Government Support Services shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of offerors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening.

20. **MANDATORY USAGE REPORT**:

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested bidders.

A report shall be furnished by the successful contractor **MONTHLY Electronically in Excel format** detailing the purchasing of all items on this contract. The format to be followed is described herein and shall be filed within fifteen (15) days after the end of each reporting period. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, contractors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals. Vendors not having activity during a specific month, shall reply with a "no activity" if there is no activity during the reporting period.

The report shall be submitted electronically in EXCEL and sent as an attachment to Vicki.macklin@state.de.us email. It shall contain the six-digit department and organization code.

Format of Report

State of Delaware
Monthly Usage Report

STATE OF DELAWARE							
	MONTHLY USAGE REPORT						
Contract Name:		**Contract Number:**				**Report Start Date:**	
Supplier Name:						**Report End Date:**	
Contact Phone:						**Today's Date:**	
Agency Name or School District	**Division or Name of School**	**Budget Code**	**Item Description**	**Contract Item Number**	**Quantity**	**Cost Each**	**Total Cost**

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor.

The report shall be submitted electronically in **EXCEL** and sent as an attachment to Vicki.macklin@state.de.us . It shall contain the six-digit department and organization code for each agency and school district.

21. **BUSINESS REFERENCES**: (Incumbent Excluded)

Offeror must supply three (3) business references consisting of current or previous customers of similar scope and value with your reply. Include name, address, telephone number, fax number, e-mail address, and a verified current contact person.

22. **ORDERING PROCEDURE**:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

23. **BILLING**:

The contractor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

24. **PAYMENT**:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

25. **PRODUCT SUBSTITUTION**:

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by Government Support Services to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

26. **DOCUMENT(S) EXECUTION**:

Both the non-collusion statement that is enclosed with this Request for Proposal and the contract form delivered to the successful contractor for signature shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Government Support Services. The Awarded vendor(s) shall submit their **W-9** with the executed contract form.

27. **FORMAL CONTRACT AND/OR PURCHASE ORDER**:

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

28. **SCHEDULE FOR PERFORMANCE OF WORK**:

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Contractor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

29. **TIME OF PERFORMANCE**:

The services of the Contractor are to commence after receipt of a purchase order, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event all of the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Contractor unless amended, in writing, by both parties.

30. **CONTRACTOR RESPONSIBILITY**:

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this RFP. Subcontractors, if any, shall be clearly identified in the financial proposal.

31. **ENERGY STAR PRODUCTS**:

The contractor **must** provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency. The offeror is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

32. **LIFE CYCLE COST ANALYSIS**:

If applicable, the specifications contained within this RFP have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment.

33. **PERSONNEL**:

a. The Contractor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.

b. All of the services required hereunder shall be performed by the Contractor or under his direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

34. **METHOD OF PAYMENT**:

a. For each P.O. issued as part of this contract, the State will pay contractor monthly, within thirty (30) days of receipt of the Contractor's billing, the amount which is legitimately earned by the Contractor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Contractor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.

35. **TERMINATION OF P.O.'s**:

a. Termination for Cause If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.

35. **TERMINATION OF P.O.'s**: (continued)

b. Termination for Convenience The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

36. **ELIGIBLE WORK ACTIVITIES**:

The following are activities that shall be reimbursable under this contract to the extent that they meet the requirements of this contract:

a. Travel for purposes of depositions, settlement negotiations, and trial attendance, and, upon request, additional data collection, consultation with private, state, and federal personnel, collection, consultation with private, state, and federal personnel, inspection of facilities, and other purposes consistent with this contract. Eligible costs include reasonable charges for transportation by common carrier, mileage, tolls, lodging, meals, and other costs provided for by state law subject to the following conditions:

i. No travel outside the Continental United States shall be permitted without prior written approval of the department; and

ii. Receipts shall be provided for all travel-related costs for travel outside of Delaware as required by the State Division of Accounting.

b. Procurement of reports or other printed materials and reproduction of materials; and

c. Staff time involved in research, review, and in preparation of reports and comment letters, including the employment of temporary and/or part-time assistance, other than subcontracts for said purpose.

37. **CHANGES**:

Both parties may, from time to time, require changes in the services to be provided by the Contractor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency and the Contractor shall be incorporated in written amendments to the Purchase Order.

38. **INTEREST OF CONTRACTOR**:

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.

39. **PUBLICATION, REPRODUCTION AND USE OF MATERIAL**:

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Contractor for anything other than their intended purpose under this Contract. The Contractor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

40. **RIGHTS AND OBLIGATIONS**:

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

41. **ASSIGNMENT OF ANTITRUST CLAIMS**:

As consideration for the award and execution of this contract by the State, the Contractor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

42. **COVENANT AGAINST CONTINGENT FEES**:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

43. **GRATUITIES**:

a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and

b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Contractor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

44. **AFFIRMATION**:

The Contractor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

45. **AUDIT ACCESS TO RECORDS**:

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Contractor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of his/her duties under the Contract. Upon notice given to the Contractor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the State for disallowances shall be drawn from the contractor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

46. **TERMINATION OF CONTRACT**:

a. Termination for Cause - If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

b. Termination for Convenience - The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

47. **REMEDIES**:

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Contractor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

48. **AMENDMENTS**:

This contract may be amended, in writing, by mutual agreement of the parties.

49. **SUBCONTRACTS**:

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The contractor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The contractor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

50. **AGENCY'S RESPONSIBLIITIES**:

The Agency shall:

a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.

b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

51. **CONFIDENTIALITY**:

Specific attention should be given to the identification of those portions of your proposal which you deem to be confidential or proprietary information which should not be disclosed under the Delaware Public Information Act. Offerors are advised that upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may be or must be divulged to the party.

52. **CONTRACT DOCUMENTS**:

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any offeror. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instructions

53. **ASSIGNMENT**:

This contract shall not be assigned except by express written consent from the Director, Government Support Services, of the State of Delaware.

54. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT**:

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the current Delaware Emergency Operations Plan. Failure to provide this information could render the bid as non-responsive.

55. **ELECTRONIC CATALOG**:

The successful vendor(s) may be required to submit their items list in electronic format designated by the State.

Note: The State of Delaware is in the process of implementing a new financials system, which will require the use of:

- Electronic catalogs
- Commodity/classification code: United Nations Standard Products and Services Code (UNSPSC).
- A unique item ID for all items in our system

The state has made the determination to include the requirement in this contract for two reasons:

1. To find out what vendors can offer.
2. To give the agencies and school districts a level of comfort in using electronic catalogs.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

I. **INTRODUCTION**:

A. PURPOSE:

Classified advertising is defined as any ad copy not otherwise defined in this RFP. The rates quoted should be discounted from normal transient rates.

To qualify as a Provider to Publish legal advertising, the term “Newspaper” shall mean a newspaper of general circulation distributed in all three (3) counties of the State of Delaware.

Legal advertising is defined as any requirement by the Delaware Code to publicly advertise an action or activity. The copy does not, necessarily, have to appear in the “Legal” column to qualify. Location of the copy shall be defined in the specific request by an agency.

B. GUIDELINES:

Offerors proposal must respond to each and every requirement outlined in the RFP in order to be considered responsive. Proposals must be clear and concise.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submission of proposals and prior to award for the purpose of obtaining best and final offers.

Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

II. **FORMAT FOR PROPOSAL:**

A. INTRODUCTION:

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each offeror must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. COVER LETTER:

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the offeror's ability to provide the services specified in the RFP.

The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Government Support Services.

C. TABLE OF CONTENTS:

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

D. DESCRIPTION OF SERVICES AND QUALIFICATIONS:

Each proposal must contain a detailed description of how the offeror will provide each of the services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the offeror will provide that are not mentioned in this RFP.

E. NUMBER OF COPIES WITH MAILING OF PROPOSAL:

Five (5) copies of the Proposal shall be submitted in a sealed package clearly marked with the name of the offeror and labeled GSS-MU-09-199A-VM, Classified, Legal, and Employment Advertising. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining four (4) copies do not require original signatures.
(Five (5) hard copies of your response with two (2) CD's with the completed Excel and Word files must be received).
The State reserves the right to reject any proposals that are not received by September 23, 2008 at 1:00 P.M. EDT.

F. ADDENDA TO THE RFP:

If it becomes necessary to revise any part of this RFP, revisions in writing will be provided to all contractors known to have received a copy of the RFP. Potential offerors shall acknowledge in writing receipt of all amendments, addenda and changes issued in connection with this RFP by submitting an affirmative statement in the Proposal.

G. INCURRED EXPENSES:

The State will not be responsible for any expenses incurred by the bidder in preparing and submitting a proposal.

H. ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the contractors offer to meet the requirements of the RFP. DO NOT USE RING BINDERS.

I. RIGHT TO REJECT PROPOSALS/WAIVE OR CORRECT MINOR IRREGULARITIES:

The State reserves the right to withdraw this Request for Proposal, to reject any proposals, to waive minor irregularities in proposals or to allow the offeror to correct a minor irregularity if the best interest of the State will be served by doing so.

III. **SCOPE OF WORK**:

A. OVERVIEW:

The Contractor(s) shall provide all materials and labor to satisfy the State of Delaware's need for classified advertising is defined as any ad copy not otherwise defined in this RFP. The rates quoted should be discounted from normal transient rates, as described herein.

The services will require the Contractor(s) to partner with and cooperate with the ordering agency to make sure the State receives the most current state-of-the-art services.

B. DETAILED REQUIREMENTS:

The requirements of this RFP are shown in Appendix A, attached, and made a part of the contract.

IV. **PROPOSAL EVALUATION PROCEDURES**:

A. BASIS OF AWARD:

Government Support Services shall award this contract to the most responsible and responsive offeror who best meets the terms and conditions of the proposal. The award will be made on basis of price, product evaluation, and prior history of service and capability.

Government Support Services reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

B. REVIEW COMMITTEE:

A group with expertise in procurement, contract management, budgeting, and technical operations will comprise the Review Committee.

C. REQUIREMENTS OF THE OFFEROR:

The purpose of this section is to assist the Review Committee to determine the ability of the organization to provide the services described in the application. The response should contain at a minimum the following information:

* Brief history of the organizations, including accreditation status, if applicable.

* Applicant's experience, if any, providing similar services. At least three references are required (See § 18 – Special Provisions).

* Brief history of the subcontractor of the organization, if applicable. At least three references of subcontractor, if applicable.

* Financial information (balance sheets and income statements) for the past three years.

* Describe the methodology/approach used for this project including a work plan and time line.

D. CRITERIA AND SCORING:

	[*Use, modify, add, or delete as necessary with respect to the RFP requirements*]	
		POINTS
1.	The ability to perform the work as demonstrated by their proposed commitment of management, personnel and other resources. Project Management experience.	30
2.	The demonstrated experience in providing equipment/services of comparable specifications/scope and value.	25
3.	The background, experience, resources, reputation, financial resources and years in business and references.	25
4.	The provider's location relative to the location of required services.	20
5.	The price proposal/pricing structure or Total Proposed Cost.	50
	TOTAL SCORE	150

Review Committee members will assign up to the maximum number of points listed for each of the listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Review Committee members.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

SCOPE OF WORK DETAILS

SPECIFICATIONS

1. CLASSIFIED ADVERTISING:

Classified advertising is defined as any ad copy not otherwise defined in this RFP. The rates quoted should be discounted from normal transient rates.

2. LEGAL ADVERTISING PREREQUISITES:

To qualify as a Provider to Publish legal advertising, the term "Newspaper" shall mean a newspaper of general circulation distributed in all three (3) counties of the State of Delaware.

3. LEGAL ADVERTISING:

Legal advertising is defined as any requirement by the Delaware Code to publicly advertise an action or activity. The copy does not, necessarily, have to appear in a "Legal" column to qualify. Location of the copy shall be defined in the specific request by an agency.

4. DEPARTMENT OF STATE LEGAL ADVERTISING:

The Department of State scope includes the following specific advertisements:

(a) Corporate Void Proclamation - Published once a year in a newspaper qualified as required by Section 2 above.

(b) Constitutional Amendments - Published once every two (2) years, three (3) months before the next General Election in three (3) newspapers in each of the three (3) counties of Delaware. (Nine (9) Newspapers Total.)

(c) Election Results - Published once every two (2) years in one (1) newspaper in each of the three (3) counties of Delaware. (Three (3) Newspapers Total.)

SCOPE OF WORK DETAILS

SPECIFICATIONS

5. BIDS AND PROPOSALS:

Bids and Proposal advertising (Bid Ads) is a legal requirement of the Delaware Code and must meet the requirement of a newspaper published or circulated in each county of the State pursuant to 29 Del. C §6923(b)(1) & (2). Time is of the essence for bid ads. Bid ads must be accurate the first time when run due to the nature and timeliness of the requirements to notify prospective bidders of State Contract requirements. Bid ads may be in-line or display. Each agency shall specify on their order the type, content and run dates.

6. ABANDONED PROPERTY HOLDER LISTING:

A. This contract also covers the advertisement of the Abandoned Property Holder listing for the State of Delaware required by the Department of Finance, Division of Revenue pursuant to Section 1142, Chapter 11, Title 12 of the Delaware Code. This advertisement shall be published on one date in a daily Newspaper of Delaware. The advertisement shall be printed in tabloid format as is accepted for an insert 8 Columns wide 11" x 14". Bidder shall also supply 250 extra copies of the insert to the Bureau of Abandoned Property, Division of Revenue, Carvel State Building, 8th Floor, 820 N. French Street, Wilmington, DE 19801.

B. ESTIMATED QUANTITY:

There are approximately 10,000 listings. The actual final quantity of listings may vary from the estimated quantity that is provided to the Bidders for bidding purposes only. Bidder shall submit a Bid based on the + 10,000 quantity valid for whatever the final quantity amounts to.

C. PRICING:

Bidder shall submit a price based on the total number of listings. If the total cost is given on the basis of a per line charge, bidder must specify the number of lines and cost per line. Bidder may also give a total cost without the per line charge specified.

D. DELIVERY:

The advertisement must run on the date specified and agreed to by the vendor.

7. EMPLOYMENT ADVERTISING:

Employment advertising is necessary for all state agencies participating in this contract to indicate job openings or potential job openings to residents of the State of Delaware. Employment ads may be in-line or display. Each agency will specify on their order the type, content and run dates.

SCOPE OF WORK DETAILS

SPECIFICATIONS

8. AFFIDAVITS AND TEAR SHEETS:

For all legal advertising that requires a notarized affidavit, indicating proof of publication and date published, paper affidavits shall be provided by the contractor at no charge to the State. The ordering agency may set up with the contractor a system by which the agency receives these affidavits on a continuous basis, or in lieu of the paper affidavits, the ordering agency may choose to accept digital tear sheets as proof of publication and the date published. Contractor must have the ability to furnish digital tear sheets at no cost to the State.

9. DEADLINES:

Bidders shall permit electronic submittal of advertisements and shall state in their bid the day of week of publication, press time deadline and the number of hours prior to press time copy will be accepted for Classified, Legal and Employment Advertising. Bidders shall state column width, and number of characters per line. Minimum standard requirements for deadlines are as follows:

Weekly Newspaper -5:00 p.m. one (1) business days prior to run date.

Daily Newspaper -2:00 p.m. of the business day prior to run date.

10. CIRCULATION DATA:

Bidders shall submit with their proposal circulation data for the categories listed in the Bid Quotation Section, audited by The Audit Bureau of Circulation or other recognized independent audit agency. Bidders shall submit circulation data covering the statewide area and each individual Zone i.e. Zone 1 (New Castle County), Zone 2 (Kent County), and Zone 3 (Sussex County). Circulation will be divided as residential and commercial. Out-of-state circulation is required as shown in the Bid Quotation Section.

The circulation data submitted shall be used for evaluation purposes for employment advertising only. Employment advertising shall be evaluated based on a weighted factor calculated by dividing the employment advertising rate statewide by the circulation figure. Also similar calculations will be used for each of the three (3) Zones.

For example if Vendor A's bid rate for employment statewide is $1.00 per line and the circulation is 100,000, the weighted factor would be .00001. If Vendor B's quoted employment rate is .75 and the circulation is 30,000, the weighted factor would be .000025. The award of the item would be made to Vendor A.

For Zone 2 (Kent County), Vendor A quotes .75 per line with a circulation of 25,000, the weighted factor would be .00003. Vendor B quotes .50 per line with circulation 20,000; the weighted factor would be .000025. The award of this would be made to Vendor B.

SCOPE OF WORK DETAILS

SPECIFICATIONS

11. NEWSPAPER IDENTIFICATION:

For each line item quoted on the Bid Quotation Form, the Bidder shall identify in the bid the name of the specific newspaper(s) or newspaper issue(s) on which the quoted rate is based.

12. AD CORRECTIONS AND PENALTIES:

Contractor shall provide proofreading and shall guarantee that if an advertisement contains errors caused by the contractor (including, but not limited to, lines missing, misspelled names, misprinted phone numbers, misspelled information, line added when not requested, etc.), a corrected ad shall be run free of charge on the next day or day requested by the ordering agency. The ordering agency shall notify the contractor of any errors in a daily publication on the day the ad appears or next business day, if the ad is run on the weekend; for weekly publications, the ordering agency shall notify the contractor by the publication deadline.

13. STATE SUBSCRIPTIONS:

Contractor shall provide, at no charge, an annual subscription(s) to State Agencies who request copies for verification of ads. Free subscriptions will be limited to the first seventy five (75) who request it.

14. INVOICING:

Contractor shall invoice on a monthly basis and have the ability to assign different account numbers to each agency for billing. Contractor should provide a link and identification number for each tearsheet on the monthly invoice.

PROPOSAL REPLY SECTION

CONTRACT NO. GSS-MU-09-199A-VM

Classified, Legal, and Employment Advertising

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to Government Support Services by September 23, 2008 @ 1:00 P.M. EDT at which time bids will be opened.

Proposals shall be submitted to:

State of Delaware
Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904

PUBLIC PROPOSAL OPENINGS

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the offeror(s), not to serve as a forum for determining the apparent low offerors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all offerors are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

NOTE: ONLY THE OFFEROR'S NAME AND ADDRESS WILL BE READ AT THE OPENING

QUOTATION REPLY SECTION

SEE APPENDIX A (Pricing Grid in Excel Format)

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES
CONTRACTING SECTION
100 ENTERPRISE PLACE, SUITE 4
DOVER, DELAWARE 19904

NO PROPOSAL REPLY FORM

CONTRACT # GSS-MU-09-199A-VM **CONTRACT TITLE:** Classified, Legal and Employment Advertising

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Offeror's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

_____ 1. We do not wish to participate in the proposal process.

_____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

_____

_____

_____ 3. We do not feel we can be competitive.

_____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

_____ 5. We do not wish to sell to the State. Our objections are:

_____

_____

_____ 6. We do not sell the items/services on which Proposals are requested.

_____ 7. Other:_____

_____

_____ _____
FIRM NAME SIGNATURE

_____ We wish to remain on the Offeror's List **for these goods or services**.

_____ We wish to be deleted from the Offeror's List **for these goods or services**.

CONTRACT NO.: GSS-MU-09-199A-VM
TITLE: Classified, Legal, and Employment Advertising
OPENING DATE: September 23, 2008 at 1:00 P.M. EDT

NON-COLLUSION STATEMENT

This is to certify that the undersigned offeror has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Government Support Services.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Government Support Services.

COMPANY NAME _____ Check one)

	Corporation
	Partnership
	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER_____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER_____

	(circle one)	(circle one)	(circle one)
COMPANY CLASSIFICATIONS: CERT. NO._____	Women Business Enterprise (WBE) Yes No	Minority Business Enterprise (MBE) Yes No	Disadvantaged Business Enterprise (DBE) Yes No

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

_____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

State of Delaware

Office of Minority and Women Business Enterprise Certification Application

Complete application and mail to:

Office of Minority and Women Business Enterprise (OMWBE)
Haslet Armory
122 William Penn Street
Dover, DE 19901
Telephone: (302)739-4206 Fax: (302)739-1965
Email: deomwbe@state.de.us
Website: www.state.de.us/omwbe

Important Information
Please Read!

Is my firm eligible?

A minority and/or women owned business (sole-proprietorship, partnership, corporation or joint venture) must meet the following criteria:

a) Minority groups include: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans.

b) At least 51 percent owned, controlled and actively managed by minority group members or by women.

c) Serving a for profit business with "useful business functions."

- An out-of-state company must first **be certified in its home state** before it can be considered for certification in Delaware. This must be a state-level certification, if available.
- There is no fee for processing your application. In addition, free assistance is available. If you have questions about the application or your company's qualifications, call (302)739-4206.
- If your business is certified by **Delaware Department of Transportation (DelDOT) City of Wilmington, Minority Supplier Development Council (MSDC), Women Business Enterprise National Council (WBENC) and located in Delaware**, there is a specialized shortened application. You must also attach a copy of your certification and mail all documents to the OMWBE.
- Also, please note that it is extremely important to provide other certifying agency documentation. This can expedite the certification process.

Document Request checklist

- Unless otherwise indicated, copies of documents are sufficient.
- **Any deficiency may delay the certification process.**
- **Certification generally takes four to six weeks.**
- **An on-site visit.** *(The OMWBE office may schedule an on-site visit once the completed application and appropriate supporting documentation have been received).*

Documents to attach to your application	**Sole Prop**	**Part/ LLP**	**Corp/ S-Corp**	**LLC**	**OMWBE Use**
Notarized Minority and Women Business Enterprise Affidavit form	**Yes**	**Yes**	**Yes**	**Yes**	
Copy of birth certificate, permanent resident card, passport or tribal memberships	**Yes**	**Yes**	**Yes**	**Yes**	
Last two years of your firm's tax returns (gross receipts). If not available, last two years W2 and/or 1099 forms for all owners, directors, officers and senior management.	**Yes**	**Yes**	**Yes**	**Yes**	
Copy of MBE/WBE certification from home state, if company headquarters are not in Delaware. (must be a state level certification, if available)	**Yes**	**Yes**	**Yes**	**Yes**	
Copies of any relevant licenses, certificates of training and degrees held by the company or its owners/employees	**Yes**	**Yes**	**Yes**	**Yes**	
Partnership Agreement, including any amendments, buy-out rights as well as any profit sharing arrangements		**Yes**			
Articles of Incorporation with all amendments		**Yes**			
Minutes of the last annual shareholders meeting		**Yes**			
By-laws and By-law Amendments		**Yes**			
Copy of most recent Stock Ledger		**Yes**			
Copy of Certificate of Organization				**Yes**	
Copy of Operating Agreement				**Yes**	

Delaware Minority and/or Women Business Enterprise Certification

Certification Application
The following is the application for Minority and/or Women Business Enterprise (MWBE) certification with the State of Delaware. All questions must be answered. Please type or print clearly.

Questions that do not apply to your firm should be marked N/A in the space provided.
The Affidavit on page 14 must be signed and notarized by a Notary Public. Faxed copies of the Affidavit will only be accepted if the notary seal has the stamped seal with the expiration date visible. Otherwise, mail the original Affidavit with the raised seal to our office.

Please return the completed application with signature and required notarization to the address below:

Office of Minority and Women Business Enterprise
Haslet Armory
122 William Penn Street
Dover, DE 19901

Phone: (302) 739-4206
Fax: (302) 739-1965
Web site: www.state.de.us/omwbe

Definitions

Minority and/or Women Business Enterprise
A Minority and Women Business Enterprise is a business that is at least 51 percent owned, controlled and actively managed by minority and/or women group members who are United States citizens or persons lawfully admitted to the United States for permanent residence.

The business must be a for-profit business and currently be performing a useful function.

Minorities – United States citizens or permanent residents who are African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, Subcontinent Asian Americans, or as defined herein:

African (Black) Americans. All persons having origins from any of the Black groups of Africa and all persons having origins in any of the original peoples of the Cape Verde Islands.

Asian/Pacific Americans. All persons having origins from any of the original peoples of the Far East, Asia, or the Pacific Islands, including China, Japan, Korea, Samoa, Philippine Islands, and Hawaii. Guam, the U.S. Trust Territories of the Pacific or the Northern Marinas.

Hispanic Americans. Persons having origins from any of the Spanish-speaking peoples of México, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.

Native Americans. All persons having origins from the original peoples of North America and who are recognized as Native Americans by a tribe or tribal organization.

Subcontinent Asian Americans. All persons whose ancestors originated in India, Pakistan or Bangladesh.

Certification - A determination by the OMWBE that a for-profit business entity is a Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE).

Definitions

Ownership

The minority or woman ownership interest in the firm must be real, substantial and continuing and shall go beyond the pro forma ownership of the business as reflected in its ownership documents. The minority and women owners shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their ownership interest as demonstrated both by an examination of the substance and form of arrangements.

Control

Control will be exemplified by possession of the requisite knowledge and expertise to run the particular business. Control includes the authority to determine the direction of a business, including but not limited to capital investments and all other financial transactions; property acquisitions; day-to-day decisions; contract negotiations; legal matters; selection and hiring of officers, directors, and employees; operating responsibility; cost-control; income and dividend matters; and the rights of other shareholders or partners.

The minority and/or women owners must hold the highest officer position in their companies, example chief executive officer or president.

The minority and/or women must demonstrate that they possess the experience, expertise and knowledge to operate their particular types of business.

Expertise limited to office management, administration, or bookkeeping functions unrelated to the principal business activities of the company is insufficient to demonstrate control. Women and/or minority owners must also verify that they hold any licenses or certification required by the type of business in which they are engaged.

Definitions

Minority Business Enterprise (MBE) - A for profit business in which at least 51% of the beneficial ownership interest and control are held by a minority or minorities. In the case of a corporation, minorities must hold at least 51% of voting interest.

Minority & Women Business Enterprise (MWBE) - A for-profit business in which at least 51% of beneficial interest and control is held by minority women or by an equal combination of minorities and women. In the case of a corporation, women and minorities must also hold at least 51% of voting interest.

Women Business Enterprise (WBE) - A for-profit business in which at least 51% of beneficial interest and control is held by women. In the case of a corporation, women must also hold at least 51% of the voting interest.

Useful Business Function

A useful business function is one, which results in the provision of materials, supplies, equipment or services to consumers in the State. A business acting as a conduit to transfer funds to a non-minority business does not constitute a useful business function unless doing so is a normal industry practice.

Benefits of Certification

Current certified minority and/or women owned firms are eligible to be listed in the State of Delaware Directory of Minority and Women Owned Businesses which is circulated to all state and local government agencies.

Recertification

At the ends of three years from original cerification date, firms must submit the recertification affidavit to remain actively visible in the State of Delaware's Minority and/or Women Business Enterprise database.

Eligibility

A minority and women owned business (sole-proprietorship, partnership, corporation or joint venture) must meet the following criteria:

a) Belong to a minority group: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans. *(Please reference above definitions)*

b) At least 51 percent owned, controlled and actively managed by minority group members or by women.

c) Serving a for profit business with "useful business functions." *(Please reference above definitions)*

Reasons for denial *(please note the below may include but not be limited to)*

a) A business located in a state other than Delaware must first obtain state-level certification in its home state, if such certification is available. "Home state" is defined as the state the company's headquarters are located.

b) All securities, which constitute ownership and/or control of a corporation for the purpose of establishing it as a MWBE, must be held directly by minorities or women. No securities held in trust, or by a guardian for a minor, shall be considered as held by a minority or women in determining the ownership or control of a corporation.

c) If the business operations do not reflect the ownership shown on paper.

d) Firm is not a for-profit business

e) Firm has provided false or misleading information

f) Control will not be deemed to exist in cases of simple majority or absentee ownership, or when a non-minority/non-female owner or employee of the firm is disproportionately responsible for its operation.

g) The firm shall not be subject to any formal or informal restrictions through, for example through, by-laws provisions, partnership agreements, or charter requirements for cumulative voting rights or otherwise that prevents the minority and women owners, without the cooperation or vote of any owner who is not a minority or women for making a business decision of the firm.

h) If the owners of the firm who are not minorities or women are disproportionately responsible for the operation of the firm, then the firm is not controlled by minorities and shall not be considered as MWBE within the meaning of the definition. Where the actual management of the firm is contracted out to individuals other than the owner, those person who have the ultimate power to hire and fire the managers, can, for the purpose of this

i) The certification application was submitted incomplete.

How to Apply

- Applications and additional information are available by calling the Office of Minority and Women Business Enterprise at (302) 739-4206 or visiting the web site www.state.de.us/omwbe

- Complete an application for certification and provide required documentation (ethnic status of minority owner(s), financial records, on-going business activity, etc.)

- Provide access to its business facilities and key personnel for state certification on-site visit.

WHERE TO APPLY:

Submit completed applications to:
Office of Minority and Women Business Enterprise
Haslet Armory
122 William Penn Street
Dover, DE 19901

Frequently Asked Questions

Q: Does certification cost money?

A: No

Q: Are there any set asides for MWBEs?

A: No

Q: Does my certification expire?

A: At the end of three years from original certification date.

Q: Will I be notified of all procurement opportunities?

A: No, however, the OMWBE will continue to research bid opportunities and assist in your effort. We are consistently working on ways to improve communication but strongly encourage you to visit the respective resources.

Q: What is the best way to communicate with the OMWBE?

A: Email. Please check your email daily for procurement opportunities.

Q; Do I have to register with any other agency?

A: Yes. There are multiple agencies that have their own bidders list. Please check OMWBE's web site for each respective agency. For example, Government Support Services and the Department of Technology and Information have vendor registration processes.

State of Delaware Minority and/or Women Business Enterprise Application

All completed applications must be returned with the appropriate requested documents listed.

Please type or print clearly

OMWBE use only: Application Date:

Mail application to:
Office of Women and Minority Business Enterprise
Haslet Armory
122 William Penn Street
Dover, DE 19901

If you have any questions regarding the completion of this application, please contact us at (302) 739-4206.

Note – This section must be filled out in its entirety for the application to be processed. Incomplete applications will not be processed.

1. Business Name(s), Contact Information, Federal Employee Identification Number or Social Security Number(EIN/SSN) Legal Name of Firm:						
Doing Business As (If applicable):						
Federal E.IN or SSN:	E-Mail Address:					
Address line 1:						
Address line 2:						
City	State	Zip Code	Country			
Telephone Number:	Extension:	Fax Number:				
Company Web Site Address:						
Corp ☐	LLC* ☐	S Corp ☐	Partnership ☐	LLP** ☐	Sole Proprietor ☐	Joint Venture ☐
Date firm was established?						
Date firm began doing business (date of first contract or sale)						

* Limited Liability Corporation
** Limited Liability Partnership

2. Primary owner applicant information				
Name:	Title:			
Home Address:	City:	State:	Zip Code:	Country:
Telephone Number:	Extension:	Fax Number:		
E-Mail Address:				
Date owner acquired controlling interest?				
Sex: ☐M ☐ F	Ethnic Group:			
U.S. Citizen or Permanent Resident: ☐ No ☐ Yes				

3. Firm is applying as:			
Minority Business Enterprise		**Women Business Enterprise**	
☐ African American	☐ Asian American	☐ African American	☐ Asian American
☐ Hispanic American	☐ Native American	☐ Hispanic American	☐ Native American
☐ Subcontinent Asian	☐ Other	☐ Subcontinent Asian	☐ White American
		☐ Other	

4. Describe, in detail, what product(s) and/or services your business provides. Attach additional pages and/or the company's catalog or inventory list, if needed.

5. Five digit North American Industry Classification System (NAICS) Code(s): (To assist you in determining your NAICS Code(s) go to www.census.gov/naics)					
1.	2.	3.	4.	5.	6.

6. Type of Business		
☐ Building trade	☐ Manufacturer	☐ Other
☐ Consultant	☐ Supplier	
☐ Generalized service	☐ Highway Construction	
☐ Licensed professional services		

7. Provide the following information for: 1) all business owners, 2) corporate directors (if incorporated), 3) officers, and 4) senior management. If more space is needed, attach additional pages.				
Name	**Title**	**Date Appointed**	**Gender**	**Ethnicity**
Officers of the Company				
Board of Directors				

8. Is any owner or board member of the business, an owner or former owner of another firm engaged in the same or similar type of enterprise?
☐ No ☐ Yes *(If yes, identity below)*

9. Are there any written, oral, or implied agreements between persons associated in any manner with the firm concerning its ownership and/or operation? *(check one)* ☐ No ☐ Yes

10. Please list the gross receipts of last two years	
(A) Year Ending:	Gross Receipts:
(B) Year Ending:	Gross Receipts:

11. Number of employees	Full time:
	Part time:
	Seasonal (approximate):

12. List names and titles of persons who perform the following functions. If more than one, indicate what percent each person handles.

	Name	**Ethnicity**	**Gender**
Financial Decisions			
Estimating & Bidding			
Negotiating & Contract Execution			
Personnel Management			
Field/Production Operations Supervisor			
Office Management			
Marketing/Sales			
Purchasing of Major Equipment			
Authorized to Sign Company Checks (for any purpose)			

13. Identify persons or firms who provide Legal, Accounting, and Banking services:		
Attorney:	Contact:	
Phone:	Fax:	Email:
Address:		
Accountant:	Contact:	
Phone:	Fax:	Email:
Address:		
Bank:	Contact:	
Phone:	Fax:	
Address:		

14. If the business is a corporation or LLC, please list the following information:
a. Total shares authorized:
b. Total shares issued to date:
c. Are there any restrictions that limit the voting rights of ethnic minority group members, who are shareholders, within the By-laws or Articles of Incorporation, or any other documents? ☐ No ☐ Yes *(If yes, please explain below)*

15. List the three largest contracts or sales completed by the firm during the last three years. List each customer's name and company or organization, the dollar amount of each contract or sale, and the date completed. If any are subcontracts, provide the name of the firm to which you subcontracted.		
1. Company or Individual:		
Address, City, State:		
Phone:	**Fax:**	**Email:**
Description & Amount:		
2. Company or Individual:		
Address, City, State:		
Phone:	**Fax:**	**Email:**
Description & Amount:		
3. Company or Individual:		
Address, City, State:		
Phone:	**Fax:**	**Email:**
Description & Amount:		

16. Has this firm or other firm(s) owned by any of its current owners or officers ever been denied certification by the OMWBE or any other certifying entity (check one)? ☐ No; ☐ Yes (*If yes, provide the name of the certifying organization and the reason(s) given for denial, below. Attach copies of any relevant documents (letters, appeal documents, etc.).*

17. Debarment
Is this company, or any other company owned in full or part by any of this company's owners and/or officers, currently debarred from doing business with the State of Delaware? ☐No; ☐Yes.

18. Is the Business certified as a M/W/BE with any other certifying agency? If yes, provide the name(s) of the certifying organization(s), below, and attach letters or other documents verifying such certification.

☐ **No** ☐ **Yes**

Name	Date Certified	Expiration Date
a.		
b.		
c.		
d.		
e.		
f.		

19. How did you hear about the Office of Minority and Women Business Enterprise:	
☐ OMWBE staff speak at an event sponsored by another organization	☐ OMWBE staff at a trade show or expo
☐ OMWBE's web site	☐ Materials published by OMWBE
☐ Referred by another organization	☐ Referred by the owner of an MBE or WBE
☐ Delaware state employee	☐ Other, please explain briefly:

Optional Questions

You are not required to answer the following questions and the answers will not affect your company's eligibility for certification. However, the answers will help OMWBE to identify business opportunities that may be suited to your company. Answers may be estimated; exact figures aren't necessary.

For all companies
How many years has your company been conducting business with you as owner?
How many contracts, subcontracts, and/or sales has your company completed during the last 12 months?
What is the largest contract, subcontract, or sale your company completed in the past 24 months?
Has your company done any business with government? ☐ No; ☐ Yes
If yes, what level of government (check all that apply): ☐Federal; ☐State; ☐Local
Has your company done any business with government in the State of Delaware? ☐ No; ☐ Yes
Number of government contracts, subcontracts, or sales completed (estimate):
For Construction-Related Companies Only (not including suppliers of construction materials)
What is your company's bonding capacity? $ (indicate "unknown" if you do not know)
What % of your business is direct contracting?
What % of your business is subcontracting?

Updated 1/07

State of Delaware Minority and/or Women Business Enterprise Affidavit

Hereafter, "the Business" refers to

_____

Business Name

I understand the illegal nature of receiving public or private funds or other property as a consequence of false representation as to the minority status of the business and do herein certify under penalty imposed by Delaware statutes that the information provided is correct and said information herein may be used for the purposes of certifying the business as a Minority and/or Women Business Enterprise. Any false representation will be grounds for denying certification or initiating decertification in the future.

I agree to make available for inspection to the MWBE office any such materials that may be required to substantiate the degree of minority and women ownership and control of the business. I agree to arrange for on-site inspections of the business' facilities in order to verify information provided in this document.

I agree to provide written information relative to any future change in ownership and/or management of the business to the MWBE office within two weeks of the occurrence of the change. I acknowledge that failure to timely submit required change of status documentation might result in the decertification of the business.

I understand that the certification expiration is three years following the initial date of certification. I further understand that the business must apply for recertification prior to the expiration.

_____

Type or Print Name of Owner

_____

Signature of Owner Date

_____

Title

Subscribed and sworn to before me this _____ day of
_____a.d.

Month, Year

Signed_____

NOTARY PUBLIC IN AND FOR THE

Notary Seal

County of _____

State _____

My Commission Expires _____

Date

June 26, 2008

Delaware MEP
400 Stanton-Christiana Road - Suite A-158
Newark, DE 19713

To Whom It May Concern:

Government Support Services currently has the following procurement opportunity available and would appreciate your efforts in notifying Delaware companies who may be interested in reviewing the contract specifications and submitting a bid.

1. Contract Description: **Classified, Legal, Employment Advertising**

2. Contact Person: Vicki L. Macklin
   Phone No. 302-857-4553

3. Contract No. GSS-MU-09-199A-VM

4. Bid Deadline: Insert Proposal Opening Date

5. Bid Opening Location: **Government Support Services, Contracting Section, 100 Enterprise Place, Suite 4, Dover, DE 19904. All bids must clearly display the contract number on the sealed envelope.**

Sincerely,

Vicki L. Macklin
State Contract Procurement Officer