



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

March 11, 2014

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: MARIA FRY  
STATE CONTRACT PROCUREMENT OFFICER

SUBJECT: **AWARD NOTICE, Addendum #2 - Effective May 1, 2016**  
**CONTRACT NO. GSS14199-CLASSIFIED\_AD,**  
**Classified Advertisement**

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**GOVERNMENT SUPPORT SERVICES – CONTRACTING**  
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202  
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT**

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**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, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

### **2. CONTRACT PERIOD**

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Each Vendor's contract shall be valid for a two (2) year period from March 15, 2014 through April 30, 2016. Each contract may be renewed for three (3) additional one (1) year periods through negotiation between the Vendor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

**Addendum #2 extends the contract one year through April 30, 2017.**

### **3. VENDORS**

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Contract No. GSS14199-CLASSIFIED_ADV01 Independent Newspapers, Inc. of Delmarva 110 Galaxy Drive Dover, DE 19901 Phone: 302-741-8240 Fax: 877-354-2424 Contact: Dianna Sellers Email: <a href="mailto:dsellers@newszap.com">dsellers@newszap.com</a> FSF Vendor No. 0000024409	Contract No. GSS14199-CLASSIFIED_ADV02 The News Journal, a division of Gannett Co., Inc. 950 W. Basin Road New Castle, DE 19720 <b>Phone: 302-324-2638</b> <b>Cell: 302-981-3797</b> <b>Contact: Michael Walton</b> <b>Email: <a href="mailto:miwalton@delawareonline.com">miwalton@delawareonline.com</a></b> FSF Vendor No. 0000004019
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### **4. SHIPPING TERMS**

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F.O.B. destination; freight pre-paid.

### **5. PRICING**

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Prices will remain firm for the term of the contract period as stated in the Pricing Spreadsheet attachment.

Prices for The News Journal, a division of Gannett Co., Inc. were updated in the Pricing Spreadsheet effective December 1, 2014 due to format changes.

## **ADDITIONAL TERMS AND CONDITIONS**

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### **6. BILLING**

The Vendor 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. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

### **7. PAYMENT**

- a. For each P.O. issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, 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 Vendor 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.
- c. The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

### **8. 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 the Agency 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.

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

## **9. ORDERING PROCEDURE**

Successful Vendors 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. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Vendor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems.

## **10. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS14199-CLASSIFIED\_AD on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

## **11. 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.

## **12. 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.

## **13. 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.

## **14. AGENCY'S RESPONSIBILITIES**

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.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This

includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.

- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

#### **15. CLASSIFIED ADVERTISING**

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

#### **16. 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.

#### **17. DEPARTMENT OF STATE LEGAL ADVERTISING**

The Department of State scope includes the following specific advertisements:

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

#### **18. ABANDONED PROPERTY HOLDER LISTING**

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". Vendor 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.

- DELIVERY

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

## **19. 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.

## **20. 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.

## **21. DEADLINES**

Vendors shall permit electronic submittal of advertisements and shall make utilizing agencies aware of 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. Vendors shall make utilizing agencies aware of 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.

## **22. AD CORRECTIONS AND PENALTIES**

Vendor shall provide proofreading and shall guarantee that if an advertisement contains errors caused by the vendor (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 vendor 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.

## **23. STATE SUBSCRIPTIONS**

Vendor 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.

## **24. 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 tear sheet on the monthly invoice.