



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

April 11, 2017

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

FROM: Shannon Wrobel
State Contract Procurement Officer
302-857-4537

SUBJECT: **AWARD NOTICE Addendum #1**
CONTRACT NO. GSS17199-CLASSIFIED_AD Effective May 1, 2019
Classified Advertising

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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 contractor's contract shall be valid for a two (2) year period from May 1, 2017 through April 30, 2019. Each contract may be renewed for three (3) 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.

Contract has been extended for a one year period from May 1, 2019 through April 30, 2020 under the same terms, conditions, and pricing.

3. VENDORS

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Contract No. GSS17199-CLASSIFIED_ADV01 Independent Newsmedia Inc. USA 110 Galaxy Drive Dover, DE 19901 FSF Vendor No. 0000024409	Contract No. GSS17199-CLASSIFIED_ADV02 The News Journal, a division of Gannett Co., Inc. 950 W. Basin Road New Castle, DE 19720 FSF Vendor No. 0000004019
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Please see pricing spreadsheet for contact information

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. Pricing information can be found on the pricing spreadsheet.

There shall be no additional charge for bolding, italic, strike out, underlining, or uppercase.

There shall be no difference in the rate for any particular day of the week that advertisements are published.

The pricing for advertisements must reflect how the advertisement is requested to be published. The ordering agency must not be charged for any enlargements or enhancements that are made to an advertisement in order to fill the newspaper's page.

ADDITIONAL TERMS AND CONDITIONS

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6. BILLING

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

7. INVOICING

Vendor shall invoice on a monthly basis and have the ability to assign multiple account numbers to each agency for billing. Contractor should identify each advertisement by the advertisement number, petition number (if applicable), and provide a link and identification number for each tear sheet on the monthly invoice. The identifying number on the invoice will be determined by each agency.

8. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. 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.

9. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. 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.

11. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS17199-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.

12. ADVERTISING DEFINITIONS

- **ADVERTISEMENT ID NUMBER** - The number assigned by the vendor to identify the advertisement. This number must appear on all advertisements, tear sheets, affidavits, and invoices.
- **BOILER PLATE ADVERTISEMENT** – Common advertisements that originate from a template. These identified advertisements have the same posting requirements, and include similar language. Only small differences in such advertisements would occur: include but not limited to names, addresses, and dates.
- **CLASSIFIED ADVERTISING** - An advertisement that appears in the classified section of the newspaper.
- **DIGITAL ADVERTISING** - An advertisement that appears on a website.
- **DISPLAY ADVERTISING** - Appear similar to a business card, postcard or image to attract attention. Display advertisements may contain, but not limited to: borders, color, images, and logos.
- **EMPLOYMENT ADVERTISING** - An advertisement posted to attract a candidate for hire of employment. 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 advertisements may be digital, display, in-line. Each agency will specify on their order the type, content and run dates.
- **IN-LINE ADVERTISING** – An advertisement that appears as text only. Text may include but not limited to: bolding, underlining, or color.
- **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. The newspaper shall be distributed in at least one county of the State of Delaware to qualify as a vendor to publish legal advertising.
- **LENGTH OF RUN** – The number of days/weeks the advertisement must be published. The number of days may not be consecutive.
- **THIRD PARTY EMPLOYMENT ADVERTISING** - An advertisement that appears on an employment search website to seek candidates for employment.

13. 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.)

14. 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". 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.

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

15. BOILER PLATE ADVERTISEMENT

Refer to pricing spreadsheet for specifications and pricing.

16. PROOFING REQUIREMENTS

Proofs must be sent to the ordering agency at no cost. The vendor must have the ability to submit a proof of publishing electronically to a designated email, email group, or resource mailbox which will be determined by each agency. Vendor must provide a proof to the ordering agency to the designated location within one business day of order submission. The proof must show how an advertisement will appear in newspaper, or on the website. The agency must review the proof, and submit a response to the vendor within two business days. Advertisements must not be published without an approved proof from the ordering agency.

If an advertisement is posted without an approved proof from the ordering agency, the cost for the advertisement shall be reduced by ten percent (10%), and reposted at no charge once the advertisement has been approved for posting. The ordering agency shall notify the vendor of any advertisements that are published before proofing within two (2) business days from the day the advertisement appears.

17. DEADLINES

Bidders shall permit electronic submittal of advertisements, and shall state the day of week of publication(s), and press time deadline for printed, digital, and third party employment advertisements.

18. ADVERTISEMENT ID NUMBER

The vendor must include an additional line of text at the end of each advertisement with the advertisement ID number. There is no charge for this additional line of text.

19. AFFIDAVITS, PROOF OF PUBLICATION, AND TEAR SHEETS

All advertising that require a tear sheet and/or notarized affidavit, indicating proof of publication and date(s) published, must be provided by the vendor at no charge to the State. A proof of an electronic advertisement must be sent in the form of an internet print screen of the advertisement published on the appropriate website. The notarized affidavit must include the advertisement number, petition number (if applicable), and submitted to the ordering agency no later than two (2) business days from the date the advertisement is published.

The ordering agency shall set up the location the affidavits, proofs, and tear sheets as to where the agency receives these on a continuous basis. The location may include but are not limited to: a street address, email address, email group, or resource mailbox. In lieu of the paper affidavits, the ordering agency may elect to accept digital tear sheets as proof of publication, and/or the affidavits. Vendor must have the ability to furnish all affidavits/tear sheets at no cost to the State.

If delivery of affidavits/tear sheets is not completed within the specified delivery schedule of two (2) business days, the cost for such advertisement will be reduced by five percent (5%) for each delayed day of delivery. Total reduction in cost will not be less than five percent (5%), nor more than fifty percent (50%).

20. ADVERTISEMENT CORRECTIONS AND PENALTIES

The ordering agency shall notify the contractor of any errors caused by the vendor (including, but not limited to, lines missing, misspelled names, misprinted phone numbers, misspelled information, line added when not requested) within two (2) business days from the receipt of proof of publish/affidavit. The ordering agency must not be invoiced for the advertisement with errors, and shall be invoiced for a corrected advertisement.

21. STATE SUBSCRIPTIONS

Contractor shall provide, an annual subscription(s) to State Agencies who request copies for verification of advertisements at no charge. Free subscriptions will be limited to one subscription per address, and must not exceed seventy-five (75) subscriptions.

22. REQUIREMENTS

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

23. 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.

24. 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.

25. 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.

26. 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>.