



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

October 19, 2016

RE: ADDENDUM #1
Bid #B162016 NEWSPAPER PUBLICATION OF LEGAL NOTICES

To All Prospective Bidders,

The following information is being provided to aid in preparation of your bid submittal(s):

CORRECTION:

The opening date on the Invitation to Bid form is incorrect. The correct opening date for Bid #B162016 Newspaper Publication of Legal Notices is as follows:

Date: Friday, October 28, 2016
Time: 2:00 P.M.

Please send bid submittals to:
Galveston County Purchasing Agent
Attention: Rufus Crowder, CPPO CPPB
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550

As a reminder, all questions regarding this proposal must be submitted in writing to:

Rufus G. Crowder, CPPO CPPB
Galveston County Purchasing Agent,
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7987
E-mail: rufus.crowder@co.galveston.tx.us

Please excuse us for any inconvenience that this may have caused.

Sincerely,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", written over a horizontal line.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

October 25, 2016

RE: ADDENDUM #2
Bid #B162016 Newspaper Publication of Legal Notices

To All Prospective Bidders,

The following information is being provided to aid in preparation of your bid submittal(s):

OPENING DATE:

Bid #B162016 Newspaper Publication of Legal Notices originally scheduled to be opened on Friday, October 28, 2016 at 2:00 P.M has been re-scheduled. The new deadline for submitting a proposal is as follows:

Date: Thursday, November 3, 2016
Time: 2:00 P.M.


Please send bid submittals to:
Galveston County Purchasing Agent
Attention: Rufus Crowder, CPPO CPPB
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550

As a reminder, all questions regarding this proposal must be submitted in writing to:

Rufus G. Crowder, CPPO CPPB
Galveston County Purchasing Agent,
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7987
E-mail: rufus.crowder@co.galveston.tx.us

Please excuse us for any inconvenience that this may have caused.

Sincerely,


Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

October 26, 2016

RE: ADDENDUM #3
Bid #B162016 Newspaper Publication of Legal Notices

To All Prospective Bidders,

The following information is being provided to aid in preparation of your bid submittal(s):

CORRECTION:

In the Special Provisions section on page 13 it should read "Circulation Data categorized by zip code for calendar year 2015.

CONTRACT:

Attached you will find the contracts for Bid #B132015 Newspaper Publication of Legal Notices.

As a reminder, all questions regarding this proposal must be submitted in writing to:

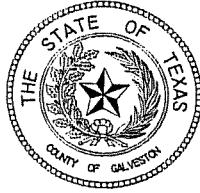
Rufus G. Crowder, CPPO CPPB
Galveston County Purchasing Agent,
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7987
E-mail: rufus.crowder@co.galveston.tx.us

Please excuse us for any inconvenience that this may have caused.

Sincerely,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", written over a horizontal line.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO, CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

August 30, 2016

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

RE: Bid #B132015, Newspaper Publication of Legal Notices
Contract #CM13290

Gentlemen,

The contracts associated with Bid #B132015, Newspaper Publication of Legal Notices, are scheduled for their first of two (2) one-year extensions on October 14, 2016. The contracted vendors are D & V Day Investments, Inc., Dba The Post Newspaper and Galveston Newspaper, Inc.

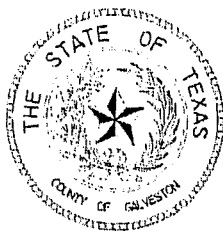
It has been requested that the extension period not be exercised per agreement terms and authorization to be granted to issue a new solicitation for these services.

Your consideration in this matter will be greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", written over a horizontal line.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County



State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: CM13290

Invitation to Bid Number: Bid #B132015 Newspaper Publication of Legal Notices

Term of Contract: Three (3) years with two (2) one (1) year extensions

Initial term (Services): Beginning date of execution of this Contract by latest signatory to sign and terminating October 14, 2016.

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One: Yes (X) No ()
Year Two: Yes (X) No ()
Year Three: Yes () No (X)
Year Four: Yes () No (X)

Contractor: D. & V. Investments, Inc. DBA: The Post Newspaper

Awarded as to addendum(s) (if applicable):

Addendum No. 1: () yes () no () n.a.
Addendum No. 2: () yes () no () n.a.
Addendum No. 3: () yes () no () n.a.

Payment Bond Required: () yes (X) no

Performance Bond Required: () yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

D. & V. Day Investments, Inc.

DBA: The Post Newspaper

P.O. Box 1686

501 6th Street North

Texas City, TX 77592-1686

County and Contractor agree as follows:

1. **Parts of Contract:** Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities:** Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services:** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor:** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes:** Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew:** The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation:** County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees:** Contractor warrants that no persons 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 or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment:** Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements:** Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure:** In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification:** This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability.** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability:** If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law:** This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit:** This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind:** The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained:** The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words:** Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act:** the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings:** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

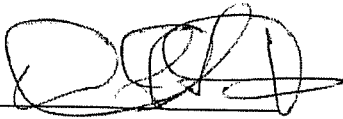
Executed on this the 15th day of October, 2013.

Contractor:

D. & V. Day Investments DBA: The Post Newspaper

By:

David S. Day



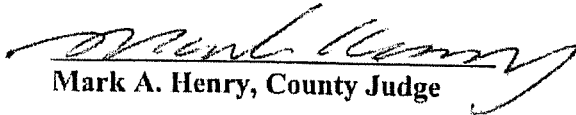
Date:

8-7-2013

Galveston County

By:

Mark A. Henry, County Judge



Date:

October 15, 2013

Attest:

Dwight Sullivan, County Clerk

By:

Mae Ross

Mae Ross Deputy

LINE ITEM DETAIL

NEWSPAPER PUBLICATION OF LEGAL NOTICES

GALVESTON COUNTY, TEXAS

BID #: B132015
 OPEN: 08/15/2013
 2:00 PM

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	91571	NEWSPAPER PUBLISHED WEEKLY: LEGAL NOTICE PUBLICATION RATE PER COLUMN INCH PER DAY PUBLISHED	1	EA		\$ 8.00 *	\$ 8.00 *
0002	91571	NEWSPAPER PUBLISHED DAILY: LEGAL NOTICE PUBLICATION RATE PER COLUMN INCH PER DAY PUBLISHED	1	EA		\$	\$
						Extended Price Total of all Item	\$ 8.00 *

Note:

- We publish on Wednesday & Sundays
 - Column inch rate will apply to classified and retail advertising
 - Legal notice classified and retail advertising will be published in our free edition
- The Post Newspaper of Galveston County and our website (SEE ADDENDUM)
- We accept payments by credit card, Master Card and Visa

**Confidential*

**SPECIAL PROVISIONS
NEWSPAPER PUBLICATION OF LEGAL NOTICES
GALVESTON COUNTY, TEXAS**

THE FIRM OF: D. & V. Day Investments Inc. DBA: The Post Newspaper

Address: 501 - 6th Street North, P.O. Box 1686, Texas City, TX 77592

FEIN (TAX ID): 870709547

The following shall be returned with your bid. Failure to do so may be ample cause for rejection of bid as non-responsive. It is the responsibility of the bidder to ensure that bidder has received all addenda.

Items:	Confirmed (X):
1. Addenda, if any	#1 <u>X</u> #2 <u> </u> #3 <u> </u> #4 <u> </u>
2. One (1) original and five (5) copies of submittal	<u>X</u>
3. Section 5, Page 13, Required Documentation	<u>X</u>
4. Line Item Detail Sheet	<u>X</u>
5. Bid Sheet	<u>X</u>
6. Debarment Certification	<u>X</u>
7. Vendor Qualification packet	<u>X</u>

Person to contact regarding this bid: David Day

Title: Owner - Publisher Phone: 409-943-4265 Fax: 409-965-0216

E-mail address: publisher@thepostnewspaper.net


Name of person authorized to bind the Firm: David Day

Signature:  Date: 8-7-2013

Title: Owner - Publisher Phone: 409-943-4265 Fax: 409-965-0216

E-mail address: publisher@thepostnewspaper.net

CONDITIONS OF THE BID: It shall be understood that by submission of this proposal, the Proposer agrees to all of the conditions of the BID dated 08/06, 2013 and any Addenda issued thereto and referenced above.

Initials of Bidder: 

ME Post Newspaper

14. Issue Date for Circulation Data Below
3/17

15. Extent and Nature of Circulation		Average No. Copies Each Issue During Preceding 12 Months	No. Copies of Single Issue Published Nearest to Filing Date
Name Issue's of Current Issue			
a. Total Number of Copies (Net press run)		200	200 *
b. Paid Circulation (By Mail and Outside the Mail)	(1) Mailed Outside-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	10	10 *
	(2) Mailed In-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	80	80 *
	(3) Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS®		20 *
	(4) Paid Distribution by Other Classes of Mail Through the USPS (e.g., First-Class Mail®)		
c. Total Paid Distribution (Sum of 15b (1), (2), (3), and (4))			110 *
d. Free or Nominal Rate Distribution (By Mail and Outside the Mail)	(1) Free or Nominal Rate Outside-County Copies included on PS Form 3541		
	(2) Free or Nominal Rate In-County Copies Included on PS Form 3541		
	(3) Free or Nominal Rate Copies Mailed at Other Classes Through the USPS (e.g., First-Class Mail)		
	(4) Free or Nominal Rate Distribution Outside the Mail (Carriers or other means)		
e. Total Free or Nominal Rate Distribution (Sum of 15d (1), (2), (3) and (4))			
f. Total Distribution (Sum of 15c and 15e)			110 *
g. Copies not Distributed (See Instructions to Publishers #4 (page #3))			41 *
h. Total (Sum of 15f and g)			159 *
i. Percent Paid (15c divided by 15f times 100)			75.5% *

16. Total circulation includes electronic copies. Report circulation on PS Form 3526-X worksheet.

17. Publication of Statement of Ownership

If the publication is a general publication, publication of this statement is required. Will be printed in the June issue of this publication.

Publication not required.

* Confidential

18. Signature and Title of Editor, Publisher, Business Manager, or Owner

Date

[Handwritten Signature]

3-22-13

I certify that all information furnished on this form is true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including civil penalties).

PRICING AND CLASSIFICATION SERVICE CENTER



June 12, 2013

POSTMASTER/MANAGER BUSINESS MAIL ENTRY
US POSTAL SERVICE
2002 11TH AVE N
TEXAS CITY TX 77590-9998

SUBJECT: Authorization for Periodicals Mailing Privileges - (PS Form 3507, Facsimile)
THE POST NEWSPAPER

THE POST NEWSPAPER published by D & V DAY INVESTMENTS at original entry office TEXAS CITY TX 77590-9998 has been authorized Periodicals mailing privileges at your office under the following conditions and prices:

USPS Publication Number:	9400
ISSN:	
Frequency:	SEMI-WEEKLY
Category Authorized Under:	General Publication
Number of Issues Annually:	104
Prices Authorized:	In-County
Type of Advertising Authorized:	General
Authorized Date:	06/12/2013
Application Date:	03/22/2013
Effective Date:	03/22/2013
Preferred Prices Effective Date:	
PS Form 3526 Ownership Stmt:	File and Publish
Authorized CPP:	No
Additional Entry Offices:	See below
Total Authorized Entry Locations:	0

The publisher must adhere to the following requirements and standards:

- The publisher must print the identification statement (ID) on one of the first five pages, on the table of contents page, in the masthead of the editorial page, or (in a bound publication) on one of the last three non advertising pages inside the back cover, on each copy of the publication as required by the Domestic Mail Manual. The Periodicals imprint or ID statement is required to be printed in or on each copy of the publication.
- The authorization is approved under the provisions of the regulations of the United States Postal Service under the authorized category shown above, and is subject in all respects to the provisions of all the regulations pertaining to Periodicals matter now in force or hereafter adopted. Proceedings will be instituted under the applicable provision of the Domestic Mail Manual, to annul this authorization whenever evidence, in the possession of the Postal Service, indicates that the publication is not being prepared and circulated in compliance with all applicable regulations of the Postal Service. Copies containing enclosures or inscriptions that are subject to postage at the First-Class Mail or Standard Mail prices shall be charged with postage at the price applicable to the enclosures or inscriptions; except as provided by in the Domestic Mail Manual. (18 United States Code 1723).
- Copies of this publication must not violate any copyright granted by the United States.

The postmaster will issue any appropriate refund to the publisher in accordance with the Domestic Mail



P.O. Box 1686, Texas City, TX 77592 • 409-943-4265 • the.post@sbcglobal.net

Paid Circulation DATA by Zip Code

August 7, 2013

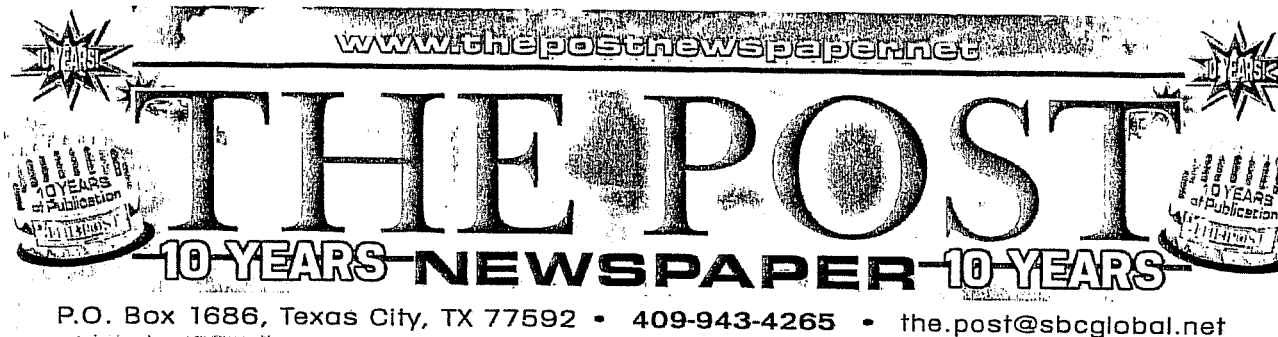
Count by Zip Codes:

*

- 77510 - 2
- 77539 - 4
- 77550 - 11
- 77552 - 1
- 77568 - 11
- 77573 - 5
- 77590 - 76
- 77591 - 8
- 77003 - 1
- 78205 - 1
- 92513 - 1

David Day
 Owner / Publisher
 The Post Newspaper
 409-943-4265
 Fax # 409-965-0216
 Cell. # 409-457-6164

* Confidential



ADDENDUM #1



August 7, 2013

D. & V. Day Investments, Inc. dba The Post Newspaper will publish all legal notices, Classified and Retail ads in our FREE Edition "The Post Newspaper of Galveston County," delivered to over 10,000 homes each week to zip codes listed below. In addition all publications are available to view online at www.thepostnewspaper.net at NO CHARGE to readers or advertisers. Just click on the Archives tab for the date of publication or service to view that Edition. Our website has over 500,000 hits on our website each month.

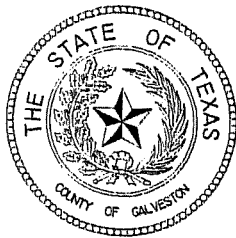
We accept payment using Visa or Mastercard.

Approximate Count by Zip Codes:

- 77550 - 20
- 77551 - 20
- 77573 - 1,000
- 77590 - 4,000
- 77591 - 600
- 77539 - 3,000
- 77565 - 200
- 77568 - 1,000
- 77510 - 400
- 77517 - 100
- 77563 - 200
- 77554 - 10
- 77555 - 12

David Day
Owner / Publisher
The Post Newspaper
409-943-4265
Fax # 409-965-0216
Cell. # 409-457-6164

** Confidential*



State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: CM13290

Invitation to Bid Number: Bid #B132015 Newspaper Publication of Legal Notices

Term of Contract: Three (3) years with two (2) one (1) year extensions

Initial term (Services): Beginning date of execution of this Contract by latest signatory to sign and terminating October 14, 2016.

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One: Yes (X) No ()
Year Two: Yes (X) No ()
Year Three: Yes () No (X)
Year Four: Yes () No (X)

Contractor: Galveston Newspapers, Inc.

Awarded as to addendum(s) (if applicable):

Addendum No. 1: () yes () no () n.a.
Addendum No. 2: () yes () no () n.a.
Addendum No. 3: () yes () no () n.a.

Payment Bond Required: () yes (X) no

Performance Bond Required: () yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

The Galveston County Daily News
P.O. Box 628
Galveston, TX 77553

County and Contractor agree as follows:

1. **Parts of Contract:** Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities:** Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services:** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor:** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes:** Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew:** The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation:** County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees:** Contractor warrants that no persons 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 or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment:** Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements:** Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure:** In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification:** This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability.** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability:** If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law:** This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit:** This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind:** The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained:** The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words:** Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act:** the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

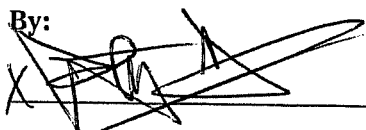
21. **Headings:** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the 15th day of August, 2013.


Contractor:

The Galveston County Daily News

By: 
X _____

Date: 8/15/2013

Galveston County

By: 
Mark A. Henry, County Judge

Date: October 15, 2013

Attest:

Dwight Sullivan, County Clerk

By: Mae Ross Deputy
Mae Ross

BID #: B132015
OPEN: 08/15/2013
2:00 PM

BID SHEET
NEWSPAPER PUBLICATION OF LEGAL NOTICES
GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv to bid we submit the following:

LINE ITEM TOTAL \$ 73.00

OPTIONS TO RENEV 2 Extensions/1 Year Options

[Signature]
WITNESS
8/15/2013
DATE

The Galveston County Daily News
COMPANY NAME
[Signature]
AUTHORIZED REPRESENTATIVE'S SIGNATURE
Patrick Graham
PRINTED NAME
Publisher
TITLE

The Galveston County Daily News
CORRESPONDENCE ADDRESS

P.O. Box 628, Galveston, TX 77553
CITY, STATE ZIP CODE

74-1564375
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

The Galveston County Daily News
REMIT ADDRESS

P.O. Box 628, Galveston, TX 77553
CITY, STATE ZIP CODE

(409) 683-5200
TELEPHONE NUMBER

(409) 744-7679
FAX NUMBER

ADDENDUM'S RECEIVED #1 X #2 #3

LINE ITEM DETAIL
 NEWSPAPER PUBLICATION OF LEGAL NOTICES
 GALVESTON COUNTY, TEXAS

BID #: B132015
 OPEN: 08/15/2013
 2:00 PM

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	91571	NEWSPAPER PUBLISHED WEEKLY: LEGAL NOTICE PUBLICATION RATE PER COLUMN INCH PER DAY PUBLISHED	1	EA		\$ 23.00	\$ *
0002	91571	NEWSPAPER PUBLISHED DAILY: LEGAL NOTICE PUBLICATION RATE PER COLUMN INCH PER DAY PUBLISHED	1	EA		\$ 23.00	\$ *

Extended Price Total of all Items \$ See below*

* The County may choose the total amount of advertising column inches necessary to publish the many unique sizes of legal advertisements to be run, unless of course, the law mandates a specific size. In both scenarios just multiply the unit price by the total column inch size needed.



**UNITED STATES
POSTAL SERVICE®**

**Statement of Ownership, Management, and Circulation
(All Periodicals Publications Except Requester Publications)**

1. Publication Title The Galveston County Daily News	2. Publication Number						3. Filing Date
	2	1	3	4	-	0 0	10/01/12
4. Issue Frequency Daily	5. Number of Issues Published Annually 365					6. Annual Subscription Price \$168.00	
7. Complete Mailing Address of Known Office of Publication (Not printer) (Street, city, county, state, and ZIP+4®) 8522 Teichman Rd., Galveston, TX 77554						Contact Person Yvonne Mascorro Telephone (Include area code) (409) 683-5264	

8. Complete Mailing Address of Headquarters or General Business Office of Publisher (Not printer)

8522 Teichman Rd., Galveston, TX 77554

9. Full Names and Complete Mailing Addresses of Publisher, Editor, and Managing Editor (Do not leave blank)

Publisher (Name and complete mailing address)

Patrick Graham, P.O. Box 628, Galveston, TX 77553

Editor (Name and complete mailing address)

Heber Taylor, P.O. Box 628, Galveston, TX 77553

Managing Editor (Name and complete mailing address)

Michael Smith, P.O. Box 628, Galveston, TX 77553

10. Owner (Do not leave blank. If the publication is owned by a corporation, give the name and address of the corporation immediately followed by the names and addresses of all stockholders owning or holding 1 percent or more of the total amount of stock. If not owned by a corporation, give the names and addresses of the individual owners. If owned by a partnership or other unincorporated firm, give its name and address as well as those of each individual owner. If the publication is published by a nonprofit organization, give its name and address.)

Full Name	Complete Mailing Address
Galveston Newspapers, Inc.	P.O. Box 628, Galveston, TX 77553
Walls Publications, LTD	5701 Woodway Dr. Ste. 300, Houston, TX 77057
Martha Ann Walls Management Trust	5701 Woodway Dr. Ste. 300, Houston, TX 77057
Lissa W. Vahldiek	5701 Woodway Dr. Ste. 300, Houston, TX 77057

11. Known Bondholders, Mortgagees, and Other Security Holders Owning or Holding 1 Percent or More of Total Amount of Bonds, Mortgages, or Other Securities. If none, check box None

Full Name	Complete Mailing Address

12. Tax Status (For completion by nonprofit organizations authorized to mail at nonprofit rates) (Check one)

The purpose, function, and nonprofit status of this organization and the exempt status for federal income tax purposes:

- Has Not Changed During Preceding 12 Months
- Has Changed During Preceding 12 Months (Publisher must submit explanation of change with this statement)

13. Publication Title The Galveston County Daily News	14. Issue Date for Circulation Data Below 09/16/12
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15. Extent and Nature of Circulation	Average No. Copies Each Issue During Preceding 12 Months	No. Copies of Single Issue Published Nearest to Filing Date
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a. Total Number of Copies (<i>Net press run</i>)	22,539	24,481
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b. Paid Circulation (<i>By Mail and Outside the Mail</i>)	(1)	Mailed Outside-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	166	191
	(2)	Mailed In-County Paid Subscriptions Stated on PS Form 3541 (<i>Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies</i>)	0	0
	(3)	Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS®	19,746	21,930
	(4)	Paid Distribution by Other Classes of Mail Through the USPS (e.g. First-Class Mail®)	0	0

c. Total Paid Distribution (<i>Sum of 15b (1), (2), (3), and (4)</i>)	19,912	22,121
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d. Free or Nominal Rate Distribution (<i>By Mail and Outside the Mail</i>)	(1)	Free or Nominal Rate Outside-County Copies included on PS Form 3541	1	1
	(2)	Free or Nominal Rate In-County Copies Included on PS Form 3541		
	(3)	Free or Nominal Rate Copies Mailed at Other Classes Through the USPS (e.g. First-Class Mail)		
	(4)	Free or Nominal Rate Distribution Outside the Mail (<i>Carriers or other means</i>)	554	629

e. Total Free or Nominal Rate Distribution (<i>Sum of 15d (1), (2), (3) and (4)</i>)	555	630
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f. Total Distribution (<i>Sum of 15c and 15e</i>)	20,467	22,751
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g. Copies not Distributed (<i>See Instructions to Publishers #4 (page #3)</i>)	2,072	1,730
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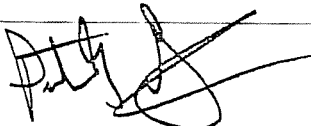
h. Total (<i>Sum of 15f and g</i>)	22,539	22,481
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i. Percent Paid (<i>15c divided by 15f times 100</i>)	87%	93%
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16. Publication of Statement of Ownership

If the publication is a general publication, publication of this statement is required. Will be printed in the 10/01/12 issue of this publication.

Publication not required.

17. Signature and Title of Editor, Publisher, Business Manager, or Owner 	Date 09/25/12
--	------------------

I certify that all information furnished on this form is true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including civil penalties).

Certified Audit



of Circulations

Newspaper Audit Report

GALVESTON COUNTY DAILY NEWS

Monday through Saturday and Sunday

TEXAS CITY (GALVESTON COUNTY) TEXAS

TOTAL AVERAGE CIRCULATION FOR THE TWENTY-FOUR MONTH PERIOD ENDED MARCH 31, 2012

TYPE OF PUBLICATION: General Newspaper
 FREQUENCY: Daily & Sunday
 LOCATION: Texas City, Texas
 PUBLISHED BY: Galveston Newspapers, Inc.
 ESTABLISHED: 1842
 Email: yvonne.mascorro@galvnews.com
 Web: www.galvnews.com

CONTACT INFORMATION:
 7800 Emmett F Lowry Expressway
 Texas City, Texas 77591
 Tel: (409) 683-5200
 Fax: (409) 683-5344
 Patrick Graham, Publisher
 John Flowers, Advertising Director
 Yvonne Mascorro, Circulation Director

CIRCULATION DATA

1. TOTAL AVERAGE DISTRIBUTION	Daily		Sunday		E-Edition Daily		E-Edition Sunday	
	Mon-Sat	%		%		%		%
A. Paid								
1) Home Delivery	15,127	64.7	15,486	65.2	1,591	100.0	1,590	100.0
2) Mail Subscriptions	171	0.7	210	0.8	-	-	-	-
3) Single Copy Sales	3,960	16.9	4,519	19.0	-	-	-	-
4) Employee Copies	225	1.0	225	1.0	-	-	-	-
5) Newspapers in Education	347	1.5	-	-	-	-	-	-
7) Bulk	437	1.9	458	1.9	-	-	-	-
Subtotal Paid Circulation	20,267	86.7	20,898	87.9	1,591	100.0	1,590	100.0
B. Other Paid (sold at less than 50%)								
1) Home Delivery	-	-	-	-	-	-	-	-
2) Event Sales	-	-	-	-	-	-	-	-
3) Newspapers in Education	-	-	-	-	-	-	-	-
4) Bulk Sales	488	2.1	540	2.3	-	-	-	-
Subtotal Other Paid	488	2.1	540	2.3	-	-	-	-
Total Paid Circulation	20,755	88.8	21,438	90.2	1,591	100.0	1,590	100.0
C. Unpaid Circulation								
1) Home Delivery	-	-	-	-	-	-	-	-
2) Mail	-	-	-	-	-	-	-	-
3) Residential Bulk	-	-	-	-	-	-	-	-
4) Non-Residential Bulk	-	-	-	-	-	-	-	-
5) Samples	481	2.1	370	1.6	-	-	-	-
Total Unpaid Circulation	481	2.1	370	1.6	-	-	-	-
D. Total Average Circulation	21,236	90.9	21,808	91.8	1,591	100.0	1,590	100.0
All Other Copies (Returns)	2,141	9.1	1,951	8.2				
All Other Copies (Service, Files)	-	-	-	-				
Net Press Run	23,377	100.0	23,759	100.0				

WEB SITE USAGE:	
Total Activity	April 1, 2010-March 31, 2012
Page Impressions	71,986,053
Visits	20,561,143
Average Daily Activity	
Average Unique Browsers	22,035
Source: Google Analytics	

2. Average circulation and distribution for the three year period ending with this report.

Mon-Sat

<u>Quarter Ended</u>	<u>Paid</u>	<u>Unpaid</u>	<u>Circulation</u>
06-30-2009	21,836	259	22,095
09-30-2009	21,934	287	22,222
12-31-2009	21,674	641	22,315
03-31-2010	21,687	259	21,946
06-30-2010	21,544	359	21,903
09-30-2010	20,894	359	21,253
12-31-2010	21,015	724	21,740
03-31-2011	20,966	341	21,307
06-30-2011	20,607	316	20,923
09-30-2011	20,459	299	20,757
12-31-2011	20,233	842	21,075
03-31-2012	20,336	605	20,941

Sunday

<u>Quarter Ended</u>	<u>Paid</u>	<u>Unpaid</u>	<u>Circulation</u>
06-30-2009	21,986	721	22,707
09-30-2009	21,956	593	22,549
12-31-2009	21,819	876	22,695
03-31-2010	21,692	721	22,412
06-30-2010	21,563	359	21,922
09-30-2010	21,168	359	21,527
12-31-2010	21,125	361	21,486
03-31-2011	21,292	311	21,604
06-30-2011	21,500	267	21,767
09-30-2011	21,757	284	22,040
12-31-2011	21,205	441	21,646
03-31-2012	21,896	575	22,471

E-Edition/Daily

<u>Quarter Ended</u>	<u>Paid</u>	<u>Unpaid</u>	<u>Circulation</u>
06-30-2009	50	-	50
09-30-2009	39	-	39
12-31-2009	44	-	44
03-31-2010	54	-	54
06-30-2010	1,577	-	1,577
09-30-2010	1,579	-	1,579
12-31-2010	1,585	-	1,585
03-31-2011	1,582	-	1,582
06-30-2011	1,587	-	1,587
09-30-2011	1,592	-	1,592
12-31-2011	1,603	-	1,603
03-31-2012	1,625	-	1,625

E-Edition/Sun

<u>Quarter Ended</u>	<u>Paid</u>	<u>Unpaid</u>	<u>Circulation</u>
06-30-2010	1,577	-	1,577
09-30-2010	1,579	-	1,579
12-31-2010	1,585	-	1,585
03-31-2011	1,582	-	1,582
06-30-2011	1,587	-	1,587
09-30-2011	1,585	-	1,585
12-31-2011	1,602	-	1,602
03-31-2012	1,624	-	1,624

3. Publisher's policy, subscription rates, other information concerning report

Policy is to publish a daily and Sunday general newspaper printed in photo offset and broadsheet size.

Subscription Rates: Single copy: 75 cents - Daily; \$1.50 - Sunday

Carrier Home Delivery

Monday through Sunday: \$14.00 for 1 month; \$42.00 for 3 months; \$84.00 for 6 months; \$168.00 for 1 year.
Monday through Friday: \$11.75 for 1 month; \$35.25 for 3 months; \$70.50 for 6 months; \$141.00 for 1 year.
Friday, Saturday & Sunday: \$9.75 for 1 month; \$29.25 for 3 months; \$58.50 for 6 months; \$117.00 for 1 year.
Sunday only: \$7.75 for 1 month; \$23.25 for 3 months; \$46.50 for 6 months; \$93.00 for 1 year.

Mail Delivery

Monday through Sunday: \$25.00 for 1 month; \$75.00 for 3 months; \$150.00 for 6 months; \$300.00 for 1 year.
Friday, Saturday & Sunday: \$14.00 for 1 month; \$42.00 for 3 months; \$84.00 for 6 months; \$168.00 for 1 year.
Sunday only: \$11.25 for 1 month; \$33.75 for 3 months; \$67.50 for 6 months; \$135.00 for 1 year.

E-Edition: \$8.00 for 1 month; \$24.00 for 3 months; \$48.00 for 6 months; \$96.00 for 1 year.

The following adjustments were made in the average circulation as shown in the publisher's statements for the period audited:

Monday through Saturday: 488 Bulk copies were moved from PAID to OTHER PAID

Sunday: 370 Bulk copies were moved from PAID to OTHER PAID

4. Explanatory/additional data

Unpaid Samples (Item 1C5) - A single copy which is normally rubber-banded or plastic wrapped and delivered at the entrance door, yard, or driveway of a single family dwelling; or a single copy placed at the entrance door of an individual unit in apartment and condominium buildings and row houses.

5. Field verification of publisher's delivery system

CAC's bylaws do not require verification of carrier delivery by field verification for this paper since unpaid and/or voluntary/optional paid carrier single copies are less than 10% of the total circulation.

We have examined the records of the publication(s) for the period stated. Our examination was made in accordance with the Corporation's bylaws, rules and regulations, and auditing standards, and accordingly, include such tests of the accounting and circulation records and such auditing procedures as we considered necessary in the circumstances. In our opinion, this report presents fairly the circulation of the publication(s) for the period indicated.

6. One day distribution in county, town and zip code, including occupied households, for the single issue of FRIDAY, MARCH 30, 2012

Zip Code	Occupied Households	Paid Home Delivery	Paid Mail	Single Copy	Employee Copies	NIE Copies	Bulk	Unpaid	Total Circ.	Proj. Circ.	% Coverage
GALVESTON County, TX											
DICKINSON	13,912	1,124	-	432	2	84	150	50	1,842	1,654	11.89
FRIENDSWOOD	16,614	336	-	159	-	-	-	0	495	445	2.68
GALVESTON	9,972	1,799	-	1,068	13	82	25	20	3,907	2,701	27.08
GALVESTON	7,007	1,954	-	728	15	210	397	50	3,354	3,012	42.99
GALVESTON	3,935	1,016	-	344	19	14	475	50	1,918	1,723	43.78
HITCHCOCK	3,641	658	-	224	24	91	-	50	1,247	1,120	30.76
LA MARQUE	5,418	1,114	-	524	15	55	20	50	1,778	1,597	29.47
LEAGUE CITY	25,444	1,734	-	474	24	52	-	179	2,463	2,212	8.69
PORT BOLIVAR	872	121	-	117	15	40	18	20	331	297	34.09
SANTA FE	5,071	1,498	-	279	4	77	-	50	1,908	1,714	33.79
TEXAS CITY	11,124	2,316	-	983	22	188	200	30	3,739	3,358	30.19
TEXAS CITY	5,064	957	-	288	72	15	-	50	1,382	1,241	24.51
Total GALVESTON County, TX	108,074	14,827	-	5,620	225	908	1,285	599	23,464	21,074	

Zip Code	Occupied Households	Paid Home Delivery	Paid Mail	Single Copy	Employee Copies	NIE Copies	Bulk	Unpaid	Total Circ.	Proj. Circ.	% Coverage
Miscellaneous County, zz											
Various	0	-	180	-	-	-	-	0	180	162	0.00
Total Miscellaneous County, zz	-	-	180	-	-	-	-	-	180	162	

Total Circulation		14,827	180	5,620	225	908	1,285	599	23,644	21,236	
							Miscellaneous				
							All Other Copies			2,141	
							Net Press Run		23,644	23,377	

Circulation analysis by zip code reflects gross figures
Source: DataSheer, LLC: USA Zip Code Database 2012

6. One day distribution in county, town and zip code; including occupied households, for the single issue of SUNDAY, MARCH 25, 2012

GALVESTON County, TX	Zip Code	Occupied Households	Paid Home Delivery	Paid Mail	Single Copy	Employee Copies	NIE Copies	Bulk	Unpaid	Total Circ.	Proj. Circ.	% Coverage
DICKINSON	77539	13,912	1,152	-	499	2	-	150	50	1,853	1,693	12.17
FRIENDSWOOD	77546	16,614	326	-	147	-	-	-	0	473	432	2.60
GALVESTON	77550	9,972	1,768	-	855	13	-	12	50	2,698	2,465	24.72
GALVESTON	77551	7,007	2,051	-	1,197	15	-	587	50	3,900	3,563	50.85
GALVESTON	77554	3,935	971	-	509	19	-	432	50	1,981	1,810	46.00
HITCHCOCK	77563	3,641	866	-	234	24	-	-	50	1,174	1,073	29.46
LA MARQUE	77568	5,418	1,116	-	557	15	-	20	50	1,758	1,606	29.65
LEAGUE CITY	77573	25,444	1,758	-	616	24	-	-	179	2,577	2,355	9.25
PORT BOLIVAR	77650	872	127	-	144	15	-	18	0	304	278	31.85
SANTA FE	77510	5,071	1,525	-	388	4	-	-	50	1,967	1,797	35.44
TEXAS CITY	77590	11,124	2,412	-	972	22	-	225	50	3,681	3,363	30.23
TEXAS CITY	77591	5,064	896	-	283	72	-	-	50	1,301	1,189	23.47
Total GALVESTON County, TX		108,074	14,968	-	6,401	225	-	1,444	629	23,667	21,624	

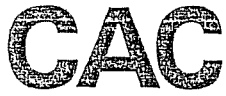
Miscellaneous County, ZZ	Zip Code	Occupied Households	Paid Home Delivery	Paid Mail	Single Copy	Employee Copies	NIE Copies	Bulk	Unpaid	Total Circ.	Proj. Circ.	% Coverage
Various	99999	0	-	201	-	-	-	-	0	201	184	0.00
Total Miscellaneous County, ZZ		-	-	201	-	-	-	-	-	201	184	

Total Circulation	Zip Code	Occupied Households	Paid Home Delivery	Paid Mail	Single Copy	Employee Copies	NIE Copies	Bulk	Unpaid	Total Circ.	Proj. Circ.	% Coverage
Total Circulation			14,968	201	6,401	225	-	1,444	629	23,868	21,808	

Miscellaneous
All Other Copies
Net Press Run

Circulation analysis by zip code reflects gross figures
Source: Datasheer, LLC: USA Zip Code Database 2012

Certified Audit



of Circulations

Newspaper Publisher's Statement
GALVESTON COUNTY DAILY NEWS

Monday through Saturday and Sunday

TEXAS CITY (GALVESTON COUNTY) TEXAS

TOTAL AVERAGE CIRCULATION FOR THE SIX MONTH PERIOD ENDED SEPTEMBER 30, 2012

TYPE OF PUBLICATION: General Newspaper
 FREQUENCY: Daily & Sunday
 LOCATION: Texas City, Texas
 PUBLISHED BY: Galveston Newspapers, Inc.
 ESTABLISHED: 1842
 Email: yvonne.mascorro@galvnews.com
 Web: www.galvnews.com

CONTACT INFORMATION:
 7800 Emmett F Lowry Expressway
 Texas City, Texas 77591
 Tel: (409) 683-5200
 Fax: (409) 683-5344
 Patrick Graham, Publisher
 John Flowers, Advertising Director
 Yvonne Mascorro, Circulation Director

CIRCULATION DATA

	Mon-Sat 20,420	%	Sunday 22,262	%
1. TOTAL AVERAGE DISTRIBUTION				
A. Paid				
1) Home Delivery	14,423	70.6	14,945	67.1
2) Mail Subscriptions	157	0.8	193	0.9
3) Single Copy Sales	3,443	16.9	4,657	20.9
4) Employee Copies	225	1.1	225	1.0
5) Newspapers in Education	245	1.2	-	-
6) Bulk	1,191	5.8	1,464	6.6
7) E-Edition	136	0.7	136	0.6
Subtotal Paid Circulation	19,820	97.1	21,620	97.1
B. Other Paid (sold at less than 50%)				
1) Home Delivery	-	-	-	-
2) Single Copy Sales	-	-	-	-
3) Newspapers in Education	-	-	-	-
4) Bulk	-	-	-	-
Subtotal Other Paid	-	-	-	-
Total Paid Circulation	19,820	97.1	21,620	97.1
C. Unpaid Circulation				
1) Home Delivery	-	-	-	-
2) Mail	-	-	-	-
3) Residential Bulk	-	-	-	-
4) Non-Residential Bulk	-	-	-	-
5) Samples	600	2.9	642	2.9
Total Unpaid Circulation	600	2.9	642	2.9
D. Total Average Circulation	20,420	100.0	22,262	100.0
E. Total Average Printed Circulation	20,284	91.1	22,126	91.5
All Other Copies (Returns)	1,991	8.9	2,049	8.5
All Other Copies (Service, Files)	-	-	-	-
Net Printed Press Run	22,275	100.0	24,175	100.0

2. Average circulation and distribution by quarter:

<u>E-Edition/Daily</u>			
<u>Quarter Ended</u>	<u>Paid</u>	<u>Unpaid</u>	<u>Circulation</u>
06-30-2012	131	-	131
09-30-2012	141	-	141

<u>E-Edition/Sun</u>			
<u>Quarter Ended</u>	<u>Paid</u>	<u>Unpaid</u>	<u>Circulation</u>
06-30-2012	131	-	131
09-30-2012	141	-	141

<u>Mon-Sat</u>			
<u>Quarter Ended</u>	<u>Paid</u>	<u>Unpaid</u>	<u>Circulation</u>
06-30-2012	19,627	599	20,226
09-30-2012	19,740	601	20,341

<u>Sunday</u>			
<u>Quarter Ended</u>	<u>Paid</u>	<u>Unpaid</u>	<u>Circulation</u>
06-30-2012	21,280	641	21,921
09-30-2012	21,687	643	22,330

3. Publisher's policy, subscription rates, other information concerning report

Policy is to publish a daily and Sunday general newspaper printed in photo offset and broadsheet size.

Subscription Rates: Single copy: 75 cents - Daily; \$1.50 - Sunday

Carrier Home Delivery

Monday through Sunday: \$14.00 for 1 month; \$42.00 for 3 months; \$84.00 for 6 months; \$168.00 for 1 year.
 Monday through Friday: \$11.75 for 1 month; \$35.25 for 3 months; \$70.50 for 6 months; \$141.00 for 1 year.
 Friday, Saturday & Sunday: \$9.75 for 1 month; \$29.25 for 3 months; \$58.50 for 6 months; \$117.00 for 1 year.
 Sunday only: \$7.75 for 1 month; \$23.25 for 3 months; \$46.50 for 6 months; \$93.00 for 1 year.

Mail Delivery

Monday through Sunday: \$25.00 for 1 month; \$75.00 for 3 months; \$150.00 for 6 months; \$300.00 for 1 year.
 Friday, Saturday & Sunday: \$14.00 for 1 month; \$42.00 for 3 months; \$84.00 for 6 months; \$168.00 for 1 year.
 Sunday only: \$11.25 for 1 month; \$33.75 for 3 months; \$67.50 for 6 months; \$135.00 for 1 year.

E-Edition: \$8.00 for 1 month; \$24.00 for 3 months; \$48.00 for 6 months; \$96.00 for 1 year.

4. Explanatory/additional data

Unpaid Samples (Item 1C5) - A single copy which is normally rubber-banded or plastic wrapped and delivered at the entrance door, yard, or driveway of a single family dwelling; or a single copy placed at the entrance door of an individual unit in apartment and condominium buildings and row houses.

5. Field verification of publisher's delivery system

CAC's bylaws do not require verification of carrier delivery by field verification for this paper since unpaid and/or voluntary/optional paid carrier single copies are less than 10% of the total circulation.

Notice to users of this statement - This unaudited Publisher's Statement has been compared with the previous Audit Report. It will be included in the next Annual Audit conducted by Certified Audit of Circulations, Inc.

DEADLINES

CLOSING TIMES

RETAIL AND CLASSIFIED DISPLAY

All advertising space reservations and copy must meet the following deadlines to ensure publication on the day specified:

PUBLICATION DAY	SPACE DEADLINE	COPY DEADLINE
MONDAY.....	Thursday - noon.....	Thursday - 4 p.m.
TUESDAY.....	Friday - 10 a.m.	Friday - 4 p.m.
WEDNESDAY.....	Monday - 10 a.m.	Monday - 4 p.m.
THURSDAY.....	Tuesday - 10 a.m.	Tuesday - 4 p.m.
FRIDAY.....	Wednesday - 10 a.m.....	Wednesday - 4 p.m.
SATURDAY.....	Wednesday - noon.....	Wednesday - 4 p.m.
SUNDAY.....	Thursday - 10 a.m.....	Thursday - 4 p.m.

RESERVATION and CANCELLATION FEES

The Daily News does not accept advertising based on condition of placement or cancel status. Representatives of The Daily News cannot guarantee placement and are not authorized to accept advertising on this basis.

Advertising reservations canceled after 4 p.m. the day prior to press day will result in a space charge of 50% to the advertiser at the contract or reserved rate.

DATE: 05/15/2007
TIME: 14:26
PAGE: 26

UNITED STATES POSTAL SERVICE
OFFICIAL CLASSIFICATION RECORDS AND AUTHORIZATIONS SYSTEM
PERIODICALS PUBLICATIONS BY POST OFFICE
RESTRICTED INFORMATION

HSEC23P3
RALEIGH LBSEC

POST OFFICE: GALVESTON TX 77553

DLST: HOUSTON DISTRICT

TITLE OF PUBLICATION

USPS NO. ISSN TYPE PUB. SEC. TYPE ADV RATES

GALVESTON/NEWS DAILY
FREQUENCY: DAILY
211-400 973886047 GENERAL 707.6.1 GENERAL 767.1.3.0

Galveston Bob Lyons Station
Galveston, Texas 77551-9998



UNITED STATES
POSTAL SERVICE

August 15, 2013

Re: Authorizations for Periodical Publication

Our records indicate that Galveston Daily News is authorized to mail at the periodical rate of postage. The effective date of the authorization was July 1, 1972 as indicated on the attached authorization form. The Periodical permit number 213-400 is current as indicated by the attached authorization form.

Sincerely,

A handwritten signature in cursive script, appearing to read "Glenda M. Gillis".

Glenda M. Gillis
Manager, CSO
Galveston Bob Lyons Station
409-740-0037

REF: GMG
5826 BROADWAY STREET
GALVESTON, TEXAS 77551-9998
409-740-0037

DATE: 02 15 1967
TIME: 14 15
PAGE: 15

UNITED STATES POSTAL SERVICE
OFFICIAL CLASSIFICATION RECORDS AND AUTHORIZATIONS SYSTEM
PERIODICALS PUBLICATIONS BY POST OFFICE
RESTRICTED INFORMATION

POST OFFICE: GALVESTON TX 77553

LIST: HOUSTON DISTRICT

USPS NO. ISSN TYPE PUB. SEC. TYPE ADV. RATE

313-100 0738047 GENERAL 787.6.1 GENERAL 787.1 1.0

GALVESTON/NEWS DAILY
FREQUENCY: DAILY



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Periodicals - View Publication

BMEU

USPS Publication Number:213400

Message Center

Publication Title:GALVESTON/NEWS DAILY

Account Management

Status:AUTHORIZED

Status Date:07/01/1972

Balance and Fees

Publisher Name:

Address Lines 1 and 2:

Customer Assistance

Address City: State: ZIP Code:

Standardize Address:No

Dashboard

ISSN:07388047

Reports

Frequency Description:

DAILY	▲
	▼

Transactions

Select Acceptance Unit

Number of Issues Yearly:365

Contact Name:

Unpaid Mail (Update)

Contact Address Lines 1 and 2:

Contact Address City: State: ZIP Code:

Unpaid Mail (Add Item)

Standardize Contact Address:No

Contact Phone:

Nonprofit

Contact E-Mail:

Advertising Permitted:General

DMM Authorizing Section:General Publication

Organization:

BMEU Admin

DMM Rates Section:In-County

Certification Tool

Class Field:General or Foreign - Others 4x Week or More

Frequent

Five Day Delivery

Government Publication:No

Location Admin

Authorized Date:07/01/1972

Effective Date:07/01/1972

MERLIN Admin

Preferred Price Effective Date:

Review Date:

Application Date:

BRM

Reentry Date:

Specialist Initials:P F

Message Center

Centralized Acceptance PO:No

Remarks:

Account Management

	▲
	▼

Customer Assistance

Transactions	Original Entry Post Office				
	Type	Address	City	State	ZIP Code P11
Reports	P	601 25TH ST	GALVESTON	TX	77550-9998 Yes

Select Acceptance Unit

Additional Entry Post Offices

Type	Address	City	State	ZIP Code	Eff Date	P11	Status
------	---------	------	-------	----------	----------	-----	--------

[OK](#) | [History](#)



[Personal Profile](#) | [Logout](#) |

Restricted Information

[Account Search](#) > Customer Assistance

Today's Date: 08/15/2013

Company Information

Company: GALVESTON DAILY NEWS

Address: PO BOX 628

GALVESTON, TX 77553-0628

GRID: 2560940

Contact: YVONNE MASCORRO

Phone: (409) 683-5264

Finance 48-3380

Number:

Rate Code: 200 General Publication

Other n/a

Authorizations:

Account Information

[Click here to manage additional addresses, mailing agents and contacts](#)

[Click here to enter Check Capture](#)

Permit: PE 213400

ISSN No: 8096

Account Number: 108328

Balance: \$11,271.98

Issue Date: Unknown

Cancel Date:

Status: ACTIVE

Cancel Code:

Last Mailing Date: 08/14/2013

Comments:

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[Logout](#)

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