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,

[Signature]
Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County
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

GUENTHER MCLAREN, CPPO 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,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County
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,

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 continent 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 continent 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: [Signature]

Date: 8-7-2013

Galveston County

By: [Signature]

Date: October 15, 2013

Attest:

Dwight Sullivan, County Clerk

By: [Signature] Deputy
**LINE ITEM DETAIL**

**NEWSPAPER PUBLICATION OF LEGAL NOTICES**

**GALVESTON COUNTY, TEXAS**

**VENDOR:**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Product Code</th>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Catalog #</th>
<th>Unit Price</th>
<th>Extended Price</th>
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</thead>
<tbody>
<tr>
<td>0001</td>
<td>91571</td>
<td>NEWSPAPER PUBLISHED WEEKLY: LEGAL NOTICE PUBLICATION RATE PER COLUMN INCH PER DAY PUBLISHED</td>
<td>1</td>
<td>EA</td>
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<td>$8.00</td>
<td>$8.00</td>
</tr>
<tr>
<td>0002</td>
<td>91571</td>
<td>NEWSPAPER PUBLISHED DAILY: LEGAL NOTICE PUBLICATION RATE PER COLUMN INCH PER DAY PUBLISHED</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Confirmed (X):  
#1  X  #2  X  #3  X  #4

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 bid the Firm: David Day

Signature: [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: [Initials]
United States Postal Service® (All Periodicals Publications Except Requester Publications)

1. Publication Title
The Post Newspaper

2. Publication Number

3. Filing Date

4. Issue Frequency
SO1 6th St N Twice Weekly

5. Number of Issues Published Annually
104

6. Annual Subscription Price
$6/45

7. Complete Mailing Address of Known Office of Publication (Not printer) (Street, city, county, state, and ZIP+4®)
SO1 6th St N Texas City TX 77590

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

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

Publisher (Name and complete mailing address)

David Day
SO1 6th St N
Texas City TX 77590

Editor (Name and complete mailing address)

Same

Managing Editor (Name and complete mailing address)

Same

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
David Day

Complete Mailing Address
Same as above

LaCinda Day

Justin Day

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

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)
15. **Extent and Nature of Circulation**

<table>
<thead>
<tr>
<th>Name of Issue(s) of Current Issue</th>
<th>Average No. Copies Each Issue During Preceding 12 Months</th>
<th>No. Copies of Single Issue Published Nearest to Filing Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Total Number of Copies (Net press run)</td>
<td>200</td>
<td>200</td>
</tr>
<tr>
<td>b. Paid Circulation (By Mail and Outside the Mail)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Mailed Outside-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>2. Mailed In-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)</td>
<td>80</td>
<td>80</td>
</tr>
<tr>
<td>3. Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS®</td>
<td></td>
<td>20</td>
</tr>
<tr>
<td>4. Paid Distribution by Other Classes of Mail Through the USPS (e.g., First-Class Mail®)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Total Paid Distribution (Sum of 15b (1), (2), (3), and (4))</td>
<td></td>
<td>110</td>
</tr>
<tr>
<td>d. Free or Nominal Rate Distribution (By Mail and Outside the Mail)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Free or Nominal Rate Outside-County Copies Included on PS Form 3541</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Free or Nominal Rate In-County Copies Included on PS Form 3541</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Free or Nominal Rate Copies Mailed at Other Classes Through the USPS (e.g., First-Class Mail)</td>
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<td></td>
</tr>
<tr>
<td>4. Free or Nominal Rate Distribution Outside the Mail (Carriers or other means)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Total Free or Nominal Rate Distribution (Sum of 15d (1), (2), (3) and (4))</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. Total Distribution (Sum of 15c and 15e)</td>
<td></td>
<td>110</td>
</tr>
<tr>
<td>g. Copies not Distributed (See Instructions to Publishers #4 (page #3))</td>
<td></td>
<td>41</td>
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<tr>
<td>h. Total (Sum of 15f and g)</td>
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<td>151</td>
</tr>
<tr>
<td>i. Percent Paid (15c divided by 15f times 100)</td>
<td></td>
<td>75.5%</td>
</tr>
</tbody>
</table>


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

[Signature]

Date: J - 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).

PS Form 3526, August 2012 (Page 2 of 3)
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: SEMI-WEEKLY
Category Authorized Under: General Publication
Number of Issues Annually: 104
Prices Authorized: In-County
Type of Advertising Authorized: General
Authorized Date: 08/12/2013
Application Date: 03/22/2013
Effective Date: 03/22/2013
Preferred Prices Effective Date: File and Publish
PS Form 3526 Ownership Stmt: 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
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: CMI3290

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 77550

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 continent 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: [Signature]

Date: 9/15/2013

Galveston County

By: [Signature]

Mark A. Henry, County Judge

Date: October 15, 2013

Attest:

_Dwight Sullivan, County Clerk_

By: [Signature] Deputy

Mae Ross
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 $73,000

OPTIONS TO RENEW 2 Extensions/1 Year Options

WITNESS

DATE 8/15/2013

COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

PRINTED NAME Patrick Graham

TITLE Publisher

CORRESPONDENCE ADDRESS The Galveston County Daily News
P.O. Box 628, Galveston, TX 77553
CITY, STATE ZIP CODE

REMIT ADDRESS The Galveston County Daily News
P.O. Box 628, Galveston, TX 77553
CITY, STATE ZIP CODE

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

TELEPHONE NUMBER (409) 683-5200

FAX NUMBER (409) 744-7679

ADDENDUM'S RECEIVED #1 X #2 #3
# LINE ITEM DETAIL

NEWSPAPER PUBLICATION OF LEGAL NOTICES

GALVESTON COUNTY, TEXAS

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Product Code</th>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Catalog #</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>91571</td>
<td>NEWSPAPER PUBLISHED WEEKLY: LEGAL NOTICE PUBLICATION RATE PER COLUMN INCH PER DAY PUBLISHED</td>
<td>1</td>
<td>EA</td>
<td>$23.00</td>
<td>$23.00</td>
<td>$23.00</td>
</tr>
<tr>
<td>0002</td>
<td>91571</td>
<td>NEWSPAPER PUBLISHED DAILY: LEGAL NOTICE PUBLICATION RATE PER COLUMN INCH PER DAY PUBLISHED</td>
<td>1</td>
<td>EA</td>
<td>$23.00</td>
<td>$23.00</td>
<td>$23.00</td>
</tr>
</tbody>
</table>

Extended Price Total of all Item $seebelow*

* 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 otherwise stated, the law mandates a specific size. In both scenarios, just multiply the unit price by the total column inch size needed.
Statement of Ownership, Management, and Circulation

1. Publication Title
   The Galveston County Daily News

2. Publication Number
   213400

3. Filing Date
   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+
   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, Mortgagors, and Other Security Holders Owning or Holding 1 Percent or More of Total
    Amount of Bonds, Mortgages, or Other Securities. If none, check box

    Full Name                  Complete Mailing Address
    None

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)
### The Galveston County Daily News

14. Issue Date for Circulation Data Below  
09/16/12

15. Extent and Nature of Circulation

<table>
<thead>
<tr>
<th>Description</th>
<th>Average No. Copies Each Issue During Preceding 12 Months</th>
<th>No. Copies of Single Issue Published Nearest to Filing Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Total Number of Copies (Net press run)</td>
<td>22,539</td>
<td>24,481</td>
</tr>
<tr>
<td>(1) Mailed Outside-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)</td>
<td>166</td>
<td>191</td>
</tr>
<tr>
<td>(2) Mailed In-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>(3) Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS®</td>
<td>19,746</td>
<td>21,930</td>
</tr>
<tr>
<td>(4) Paid Distribution by Other Classes of Mail Through the USPS (e.g. First-Class Mail®)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>c. Total Paid Distribution (Sum of 15b (1), (2), (3), and (4))</td>
<td>19,912</td>
<td>22,121</td>
</tr>
<tr>
<td>d. Free or Nominal Rate Distribution (By Mail and Outside the Mail)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1) Free or Nominal Rate Outside-County Copies included on PS Form 3541</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>(2) Free or Nominal Rate In-County Copies Included on PS Form 3541</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3) Free or Nominal Rate Copies Mailed at Other Classes Through the USPS (e.g. First-Class Mail)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(4) Free or Nominal Rate Distribution Outside the Mail (Carriers or other means)</td>
<td>554</td>
<td>629</td>
</tr>
<tr>
<td>e. Total Free or Nominal Rate Distribution (Sum of 15d (1), (2), (3) and (4))</td>
<td>555</td>
<td>630</td>
</tr>
<tr>
<td>f. Total Distribution (Sum of 15c and 15e)</td>
<td>20,467</td>
<td>22,751</td>
</tr>
<tr>
<td>g. Copies not Distributed (See Instructions to Publishers #4 (page #3))</td>
<td>2,072</td>
<td>1,730</td>
</tr>
<tr>
<td>h. Total (Sum of 15f and g)</td>
<td>22,539</td>
<td>22,481</td>
</tr>
<tr>
<td>i. Percent Paid (15c divided by 15f times 100)</td>
<td>87%</td>
<td>93%</td>
</tr>
</tbody>
</table>

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

[Signature]

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).
# 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

<table>
<thead>
<tr>
<th>TYPE OF PUBLICATION:</th>
<th>General Newspaper</th>
</tr>
</thead>
<tbody>
<tr>
<td>FREQUENCY:</td>
<td>Daily &amp; Sunday</td>
</tr>
<tr>
<td>LOCATION:</td>
<td>Texas City, Texas</td>
</tr>
<tr>
<td>PUBLISHED BY:</td>
<td>Galveston Newspapers, Inc.</td>
</tr>
<tr>
<td>ESTABLISHED:</td>
<td>1842</td>
</tr>
</tbody>
</table>

**CONTACT INFORMATION:**

- 7600 Emmett F Lowry Expressway
- Texas City, Texas 77591
- Tel: (409) 695-6200
- Fax: (409) 695-5344
- Patrick Graham, Publisher
- John Flowers, Advertising Director
- Yvonne Mascorro, Circulation Director

## CIRCULATION DATA

### 1. TOTAL AVERAGE DISTRIBUTION

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Mon-Sat</td>
<td>%</td>
<td>Sunday</td>
</tr>
<tr>
<td>A. Paid</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) Home Delivery</td>
<td>15,127</td>
<td>64.7</td>
<td>15,486</td>
</tr>
<tr>
<td>2) Mail Subscriptions</td>
<td>171</td>
<td>0.7</td>
<td>210</td>
</tr>
<tr>
<td>3) Single Copy Sales</td>
<td>3,800</td>
<td>16.8</td>
<td>4,819</td>
</tr>
<tr>
<td>4) Employee Copies</td>
<td>223</td>
<td>1.0</td>
<td>225</td>
</tr>
<tr>
<td>5) Newspapers in Education</td>
<td>347</td>
<td>1.5</td>
<td>-</td>
</tr>
<tr>
<td>7) Bulk</td>
<td>437</td>
<td>1.9</td>
<td>458</td>
</tr>
<tr>
<td>Subtotal Paid Circulation</td>
<td>20,257</td>
<td>86.7</td>
<td>20,898</td>
</tr>
<tr>
<td>B. Other Paid (sold at less than 50%)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) Home Delivery</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2) Event Sales</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3) Newspapers in Education</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>4) Bulk Sales</td>
<td>488</td>
<td>2.1</td>
<td>540</td>
</tr>
<tr>
<td>Subtotal Other Paid</td>
<td>488</td>
<td>2.1</td>
<td>540</td>
</tr>
<tr>
<td>Total Paid Circulation</td>
<td>20,745</td>
<td>88.8</td>
<td>21,438</td>
</tr>
<tr>
<td>C. Unpaid Circulation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) Home Delivery</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2) Mail</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3) Residential Bulk</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>4) Non-Residential Bulk</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>5) Samples</td>
<td>481</td>
<td>2.1</td>
<td>370</td>
</tr>
<tr>
<td>Total Unpaid Circulation</td>
<td>481</td>
<td>2.1</td>
<td>370</td>
</tr>
<tr>
<td>D. Total Average Circulation</td>
<td>21,236</td>
<td>90.9</td>
<td>21,808</td>
</tr>
</tbody>
</table>

| All Other Copies (Returns) | 2,141   | 9.1 | 1,351 | 8.2 | - | - |
| All Other Copies (Service, Filing) | - | - | - | - | - | - |
| Net Press Run            | 23,377  | 100.0 | 23,759 | 100.0 | - | - |

## WEB SITE USAGE:

- Total Activity: April 1, 2010-March 31, 2012
- Page Impressions: 71,988,053
- Visits: 20,081,463
- Average Daily Activity: 22,035
- Source: Google Analytics
2. Average circulation and distribution for the three year period ending with this report.

### Mon-Sat

<table>
<thead>
<tr>
<th>Quarter Ended</th>
<th>Paid</th>
<th>Unpaid</th>
<th>Circulation</th>
</tr>
</thead>
<tbody>
<tr>
<td>06-30-2009</td>
<td>21,836</td>
<td>259</td>
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<td>09-30-2009</td>
<td>21,334</td>
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<td>22,222</td>
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<tr>
<td>12-31-2009</td>
<td>21,874</td>
<td>641</td>
<td>22,515</td>
</tr>
<tr>
<td>03-31-2010</td>
<td>21,887</td>
<td>259</td>
<td>21,846</td>
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<tr>
<td>06-30-2010</td>
<td>21,544</td>
<td>359</td>
<td>21,903</td>
</tr>
<tr>
<td>09-30-2010</td>
<td>20,894</td>
<td>359</td>
<td>21,253</td>
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<tr>
<td>12-31-2010</td>
<td>21,015</td>
<td>724</td>
<td>21,740</td>
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<tr>
<td>03-31-2011</td>
<td>20,966</td>
<td>341</td>
<td>21,307</td>
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<tr>
<td>06-30-2011</td>
<td>20,807</td>
<td>318</td>
<td>20,523</td>
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<tr>
<td>09-30-2011</td>
<td>20,459</td>
<td>299</td>
<td>20,757</td>
</tr>
<tr>
<td>12-31-2011</td>
<td>20,233</td>
<td>842</td>
<td>21,075</td>
</tr>
<tr>
<td>03-31-2012</td>
<td>20,338</td>
<td>605</td>
<td>20,941</td>
</tr>
</tbody>
</table>

### Sunday

<table>
<thead>
<tr>
<th>Quarter Ended</th>
<th>Paid</th>
<th>Unpaid</th>
<th>Circulation</th>
</tr>
</thead>
<tbody>
<tr>
<td>06-30-2009</td>
<td>21,986</td>
<td>721</td>
<td>22,707</td>
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<tr>
<td>09-30-2009</td>
<td>21,956</td>
<td>593</td>
<td>22,549</td>
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<tr>
<td>12-31-2009</td>
<td>21,819</td>
<td>875</td>
<td>22,695</td>
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<tr>
<td>03-31-2010</td>
<td>21,692</td>
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<td>06-30-2010</td>
<td>21,563</td>
<td>359</td>
<td>21,922</td>
</tr>
<tr>
<td>09-30-2010</td>
<td>21,188</td>
<td>359</td>
<td>21,527</td>
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<tr>
<td>12-31-2010</td>
<td>21,125</td>
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<td>03-31-2011</td>
<td>21,292</td>
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<td>05-30-2011</td>
<td>21,500</td>
<td>267</td>
<td>21,767</td>
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<tr>
<td>09-30-2011</td>
<td>21,757</td>
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<td>22,040</td>
</tr>
<tr>
<td>12-31-2011</td>
<td>21,205</td>
<td>441</td>
<td>21,646</td>
</tr>
<tr>
<td>03-31-2012</td>
<td>21,895</td>
<td>575</td>
<td>22,471</td>
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</tbody>
</table>

### E-Edition/Daily

<table>
<thead>
<tr>
<th>Quarter Ended</th>
<th>Paid</th>
<th>Unpaid</th>
<th>Circulation</th>
</tr>
</thead>
<tbody>
<tr>
<td>06-30-2009</td>
<td>50</td>
<td>-</td>
<td>50</td>
</tr>
<tr>
<td>09-30-2009</td>
<td>39</td>
<td>-</td>
<td>39</td>
</tr>
<tr>
<td>12-31-2009</td>
<td>44</td>
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<td>44</td>
</tr>
<tr>
<td>03-31-2010</td>
<td>54</td>
<td>-</td>
<td>54</td>
</tr>
<tr>
<td>06-30-2010</td>
<td>1,577</td>
<td>-</td>
<td>1,577</td>
</tr>
<tr>
<td>09-30-2010</td>
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### E-Edition/Sun

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<td>03-31-2012</td>
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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.

06/25/2012 Member #678
<table>
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<tr>
<th>Zip Code</th>
<th>Occupied Households</th>
<th>Paid Home Delivery</th>
<th>Paid Mail</th>
<th>Single Copy</th>
<th>Employee Copies</th>
<th>NIE Copies</th>
<th>Bulk</th>
<th>Unpaid</th>
<th>Total Circ</th>
<th>Proj Circ</th>
<th>% Coverage</th>
</tr>
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<td>-</td>
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<td>1,285</td>
<td>599</td>
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<th>Zip Code</th>
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<th>Paid Mail</th>
<th>Single Copy</th>
<th>Employee Copies</th>
<th>NIE Copies</th>
<th>Bulk</th>
<th>Unpaid</th>
<th>Total Circ</th>
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<th>% Coverage</th>
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Circulation analysis by zip code reflects gross figures.
Source: Datosheet, 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

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<th>Employee Copies</th>
<th>NIE Copies</th>
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<th>Unpaid</th>
<th>Total Cir.</th>
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<th>Single Copy</th>
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<th>NIE Copies</th>
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<th>Total Cir.</th>
<th>Proj. Cir.</th>
<th>% Coverage</th>
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Miscellaneous
All Other Copies
Net Press Run

Circulation analysis by zip code reflects gross figures
Source: Datasearch, 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@galnews.com  
**Web:** www.galnews.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

<table>
<thead>
<tr>
<th>1. Total Average Distribution</th>
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<th>%</th>
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<th>%</th>
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<td>2) Single Copy Sales</td>
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<tr>
<td>2) Mail</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3) Residential Bulk</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>4) Non-Residential Bulk</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>5) Samples</td>
<td>600</td>
<td>2.9</td>
<td>642</td>
<td>2.9</td>
</tr>
<tr>
<td>Total Unpaid Circulation</td>
<td>600</td>
<td>2.9</td>
<td>642</td>
<td>2.9</td>
</tr>
<tr>
<td><strong>D. Total Average Circulation</strong></td>
<td>20,420</td>
<td>100.0</td>
<td>22,262</td>
<td>100.0</td>
</tr>
<tr>
<td><strong>E. Total Average Printed Circulation</strong></td>
<td>20,284</td>
<td>91.1</td>
<td>22,126</td>
<td>91.5</td>
</tr>
<tr>
<td>All Other Copies (Returns)</td>
<td>1,991</td>
<td>8.9</td>
<td>2,049</td>
<td>8.5</td>
</tr>
<tr>
<td>All Other Copies (Service, Files)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Net Printed Press Run</td>
<td>22,275</td>
<td>100.0</td>
<td>24,175</td>
<td>100.0</td>
</tr>
</tbody>
</table>
2. Average circulation and distribution by quarter:

<table>
<thead>
<tr>
<th>E-Edition/Daily</th>
<th>Paid</th>
<th>Unpaid</th>
<th>Circulation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter Ended</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>06-30-2012</td>
<td>131</td>
<td>-</td>
<td>131</td>
</tr>
<tr>
<td>09-30-2012</td>
<td>141</td>
<td>-</td>
<td>141</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>E-Edition/Sun</th>
<th>Paid</th>
<th>Unpaid</th>
<th>Circulation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter Ended</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>06-30-2012</td>
<td>131</td>
<td>-</td>
<td>131</td>
</tr>
<tr>
<td>09-30-2012</td>
<td>141</td>
<td>-</td>
<td>141</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mon-Sat</th>
<th>Paid</th>
<th>Unpaid</th>
<th>Circulation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter Ended</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>06-30-2012</td>
<td>19,627</td>
<td>599</td>
<td>20,226</td>
</tr>
<tr>
<td>09-30-2012</td>
<td>19,740</td>
<td>601</td>
<td>20,341</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sunday</th>
<th>Paid</th>
<th>Unpaid</th>
<th>Circulation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter Ended</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>06-30-2012</td>
<td>21,280</td>
<td>641</td>
<td>21,921</td>
</tr>
<tr>
<td>09-30-2012</td>
<td>21,887</td>
<td>643</td>
<td>22,330</td>
</tr>
</tbody>
</table>

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/optimal 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:

<table>
<thead>
<tr>
<th>PUBLICATION DAY</th>
<th>SPACE DEADLINE</th>
<th>COPY DEADLINE</th>
</tr>
</thead>
<tbody>
<tr>
<td>MONDAY</td>
<td>Thursday - noon</td>
<td>Thursday - 4 p.m.</td>
</tr>
<tr>
<td>TUESDAY</td>
<td>Friday - 10 a.m.</td>
<td>Friday - 4 p.m.</td>
</tr>
<tr>
<td>WEDNESDAY</td>
<td>Monday - 10 a.m.</td>
<td>Monday - 4 p.m.</td>
</tr>
<tr>
<td>THURSDAY</td>
<td>Tuesday - 10 a.m.</td>
<td>Tuesday - 4 p.m.</td>
</tr>
<tr>
<td>FRIDAY</td>
<td>Wednesday - 10 a.m.</td>
<td>Wednesday - 4 p.m.</td>
</tr>
<tr>
<td>SATURDAY</td>
<td>Wednesday - noon</td>
<td>Wednesday - 4 p.m.</td>
</tr>
<tr>
<td>SUNDAY</td>
<td>Thursday - 10 a.m.</td>
<td>Thursday - 4 p.m.</td>
</tr>
</tbody>
</table>

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.
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,

[Signature]

Glenda M. Gillis
Manager, CSO
Galveston Bob Lyons Station
409-740-0037
<table>
<thead>
<tr>
<th>BMEU Admin</th>
<th>DMM Rates Section: In-County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certification Tool</td>
<td>Class Field: General or Foreign - Others 4x Week or More</td>
</tr>
<tr>
<td>Five Day Delivery</td>
<td>Government Publication: No</td>
</tr>
<tr>
<td>Location Admin</td>
<td>Authorized Date: 07/01/1972</td>
</tr>
<tr>
<td>MERLIN Admin</td>
<td>Effective Date: 07/01/1972</td>
</tr>
<tr>
<td>BRM</td>
<td>Preferred Price Effective Date:</td>
</tr>
<tr>
<td>Message Center</td>
<td>Review Date:</td>
</tr>
<tr>
<td></td>
<td>Application Date:</td>
</tr>
<tr>
<td></td>
<td>Reentry Date:</td>
</tr>
<tr>
<td></td>
<td>Specialist Initials: P F</td>
</tr>
</tbody>
</table>

### USPS Publication Information

- **Publication Number:** 213400
- **Publication Title:** GALVESTON/NEWS DAILY
- **Status:** AUTHORIZED
- **Status Date:** 07/01/1972
- **Publisher Name:**
- **Address Lines 1 and 2:**
- **Address City:**
- **State:**
- **ZIP Code:**
- **Standardize Address:** No
- **ISSN:** 07388047
- **Frequency Description:** DAILY
- **Number of Issues Yearly:** 365
- **Contact Name:**
- **Contact Address Lines 1 and 2:**
- **Contact Address City:**
- **State:**
- **ZIP Code:**
- **Standardize Contact Address:** No
- **Contact Phone:**
- **Contact E-Mail:**
- **Advertising Permitted:** General
- **DMM Authorizing Section:** General Publication
- **Organization:**
- **Centralized Acceptance PO:** No
- **Remarks:**

### Account Management

- **Account Management:**
- **Customer Assistance:**
Company Information
Company: GALVESTON DAILY NEWS
Address: PO BOX 628
GALVESTON, TX 77553-0628
CRID: 2560940
Contact: YVONNE MASCORRO
Phone: (409) 683-5264
Finance: 48-3380

Rate Code: 200 General Publication
Other: n/a

Account Information
Permit: PE 213400
Balance: $11,271.98
Issue Date: Unknown
Status: ACTIVE
Last Mailing Date: 08/14/2013

Search For Another Account
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