



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
Department of Technology, Management, and Budget  
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **8**

to

Contract Number **071B1300135**

<b>CONTRACTOR</b>	EBSICO INDUSTRIES INC
	EIS BR PO Box 2543
	Birmingham, AL 35202
	San Freeman
	855-500-1709
	sfreeman@ebsico.com
	CV0061770

<b>STATE</b>	<b>Program Manager</b>	Valencia Stewart	MDE
		517-373-5581	
		stewartv1@Michigan.gov	
	<b>Contract Administrator</b>	Jillian Yeates	DTMB
		(517) 275-1131	
		yeatesj@michigan.gov	

**CONTRACT SUMMARY**

PERIODICAL SUBSCRIPTION SERVICES LIBRARY OF MICHIGAN DOE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 1, 2011	December 31, 2015	2 - 1 Year	December 31, 2018
PAYMENT TERMS		DELIVERY TIMEFRAME	
		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$192,738.95	\$14,230.00	\$206,968.95		

**DESCRIPTION**

Effective December 3, 2018, this Contract is hereby increased by \$14,230.00 for the Michigan Department of Education (MDE) use. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.



**STATE OF MICHIGAN**  
**ENTERPRISE PROCUREMENT**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number 7

to

Contract Number 071B1300135

<b>CONTRACTOR</b>	EBSCO INDUSTRIES INC
	EIS BR PO Box 2543
	Birmingham, AL 35202
	San Freeman
	855-500-1709
	sfreeman@ebSCO.com
	*****4186

<b>STATE</b>	<b>Program Manager</b>	Valencia Stewart	MDE
		517-373-5581	
		stewartv1@Michigan.gov	
	<b>Contract Administrator</b>	Jillian Yeates	DTMB
		(517) 284-7019	
		yeatesj@michigan.gov	

CONTRACT SUMMARY				
PERIODICAL SUBSCRIPTION SERVICES LIBRARY OF MICHIGAN DOE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
January 1, 2011	December 31, 2015	2 - 1 Year	December 31, 2017	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 30		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	1 Year	December 31, 2018
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$164,710.38	\$28,028.57		\$192,738.95	
DESCRIPTION				
Effective October 10, 2017, this Contract is extended 1 year, and is increased by \$28,028.57. The revised contract expiration date is December 31, 2018.				
Please note the Contract Administrator has been changed to Jillian Yeates per Section 2.021.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval. and State Administrative Board approval on October 10, 2017.				



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

## CONTRACT CHANGE NOTICE

Change Notice Number **6**

to

Contract Number **071B1300135**

<b>CONTRACTOR</b>	EBSCO INDUSTRIES INC
	EIS BR PO Box 2543
	Birmingham, AL 35202
	San Freeman
	855-500-1709
	sfreeman@ebSCO.com
	*****4186

<b>STATE</b>	Program Manager	Valencia Stewart	MDE
		517-373-5581	
		stewartv1@Michigan.gov	
	Contract Administrator	Jillian Yeates	DTMB
		(517) 284-7019	
		yeatesj@michigan.gov	

CONTRACT SUMMARY				
PERIODICAL SUBSCRIPTION SERVICES LIBRARY OF MICHIGAN DOE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
January 1, 2011	December 31, 2015	2 - 1 Year		
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	December 31, 2017
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$164,710.38	\$0.00	\$164,710.38		
DESCRIPTION				
Effective June 14, 2017, the following change is made to Article 1 - Statement of Work - Section 1.062 - Price Term:				
The EBSCO Electronic Database - www.ebsconet.com hereby replaces EBSCO Electronic Catalogs listed below:				
The Librarians Handbook - http://libhand-catalog.ebsco.com/2015-16				
Periodicals for the Health Sciences - http://healthsci-catalog.ebsco.com/2015-16				
Periodicals for Business & Law - http://buslaw-catalog.ebsco.com/2015				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				



**STATE OF MICHIGAN**  
**ENTERPRISE PROCUREMENT**  
Department of Technology, Management, and Budget  
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **5**

to

Contract Number **071B1300135**

<b>CONTRACTOR</b>	EBSCO INDUSTRIES INC
	EIS BR PO Box 2543
	Birmingham, AL 35202
	San Freeman
	855-500-1709
	sfreeman@ebSCO.com
	*****4186

<b>STATE</b>	<b>Program Manager</b>	Valencia Stewart	MDE
		517-373-5581	
		stewartv1@Michigan.gov	
	<b>Contract Administrator</b>	Nick Keilen	DTMB
		(517) 284-6999	
		keilenn@michigan.gov	

CONTRACT SUMMARY				
PERIODICAL SUBSCRIPTION SERVICES LIBRARY OF MICHIGAN DOE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
January 1, 2011	December 31, 2015	2 - 1 Year	December 31, 2017	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 30		NA		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
NA				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$164,710.38	\$0.00	\$164,710.38		
DESCRIPTION				
Effective December 27, 2016, the follow section is hereby deleted and replaced as follows:				
Article 1 - Statement of Work - Section 1.062 - Price Term				
Prices are Firm Fixed throughout the annual billing cycle, from when the product is ordered to when it expires. A one percent (1%) charge will be added to the quoted EBSCO price for each item purchased, thus eliminating all Supplementary and Publisher Price Increase billings.				
Article 1 - Statement of Work - Attachment A - Price Proposal				
The addition of EBSCO Electronic Catalogs will replace Attachment A - Price Proposal in its entirety through the contract. Agencies utilizing this contract are able to purchase any titles listed in the Catalogs below.				

The Librarians' Handbook - <http://libhand-catalog.ebsco.com/2015-16#&pageSet=9>

Periodicals for the Health Sciences - <http://healthsci-catalog.ebsco.com/2015-16#&pageSet=0&contentItem=0>

Periodicals for Business & Law - <http://buslaw-catalog.ebsco.com/2015#&pageSet=0&contentItem=0>

All other terms, conditions, specifications and pricing remain the same. Per agency request, contractor agreement, and DTMB Procurement approval.



**STATE OF MICHIGAN**  
**ENTERPRISE PROCUREMENT**  
Department of Technology, Management, and Budget  
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **4**

to

Contract Number **071B1300135**

<b>CONTRACTOR</b>	EBSCO INDUSTRIES INC
	PO Box 2543
	Birmingham, AL 35202
	San Freeman
	855-500-1709
	sfreeman@ebSCO.com
	*****4186

<b>STATE</b>	<b>Program Manager</b>	Valencia Stewart	MDE
		517-373-5581	
		stewartv1@Michigan.gov	
	<b>Contract Administrator</b>	Will Camp	DTMB
		(517) 284-7022	
		campw@michigan.gov	

CONTRACT SUMMARY				
PERIODICAL SUBSCRIPTION SERVICES LIBRARY OF MICHIGAN DOE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
January 1, 2011	December 31, 2015	2 - 1 Year	December 31, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
N/A		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		December 31, 2017
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$130,710.38	\$34,000.00	\$164,710.38		
DESCRIPTION				
Effective August 31, 2016, this contract is exercising the second option year and is increased by \$34,000.00. The revised contract expiration date is December 31, 2017.				
All other terms, conditions, specifications and pricing remain the same. Per agency request, contractor agreement, and DTMB Procurement approval.				

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 525 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 3**  
 to  
**CONTRACT NO. 071B1300135**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
EBSCO Industries, Inc. EIS BR PO Box 2543 Birmingham, AL 35202	San Freeman	Sfreeman@ebSCO.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	855-500-1709	4186

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	MDE	Valencia Stewart	517-373-5581	Stewartv1@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Will Camp	517-284-7022	campw@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Periodical Subscription Services – Department of Education			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 1, 2011	December 31, 2015	2-one year	December 31, 2015
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		December 31, 2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$114,632.20		\$16,078.18	\$130,710.38	
<b>DESCRIPTION:</b> Effective July 24, 2015, this contract is exercising a one option year and is increased by \$16,078.18. The revised contract expiration date is December 31, 2016.				
All other terms, conditions, specifications and pricing remain the same. Per agency request, contractor agreement, and DTMB Procurement approval.				

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
PROCUREMENT  
P.O. BOX 30026, LANSING, MI 48909  
OR  
525 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 2**  
to  
**CONTRACT NO. 071B1300135**  
between  
**THE STATE OF MICHIGAN**  
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Ebsco Industries, Inc. EIS BR PO Box 2543 Birmingham AL 35202	San Freeman	sfreeman@ebSCO.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	855-500-1709	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDE	Valencia Stewart	517-373-5581	Stewartv1@michigan.gov
BUYER	DTMB	Melissa Sambiagio	517-284-7016	sambiagiom@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Periodical Subscription Services – Department of Education			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
1/1/2011	12/31/2015	2 – one year	12/31/2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
			Various
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input checked="" type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		12/31/2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$20,000.00		\$114,632.20		
Effective date, this contract is hereby increased by \$20,000.00. Effective December 31, 2014, the following items are added to this contract, per revised Attachment A – Price Proposal. Please note the Contract Administrator has been changed to Melissa Sambiagio. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				



**Contract No. 071B1300135**  
**Ebsco Industries, Inc. - Change Notice 2**

TITLE CODE	NAME OF PUBLICATION	FREQUENCY	12/10/14 Quote
34324517	Alpena News	DA	\$198.62
036848018N	American Archivist/For Institutions	SA	\$228.62
039107354N	American Civil Liberties Union Membership	AN	\$33.10
47207774	American Prospect	OR	\$22.71
48125009	American School Board Journal	MO	\$46.55
055662605	Ann Arbor Art Fairs	AN	\$0.00
055667067	Ann Arobr City Guide	AN	\$0.00
055680540N	Ann Arbor Observer	OR	\$33.10
061916128	Annual Report & Honor Roll of Donors: The Historical Society of Michigan	AN	\$0.00
100876036	Automotive Industries – Print + Online	MO	\$341.39
100977008	Automotive News	WK	\$164.49
107271348N	Baraga Bulletin/Publication of the Bishop Baraga Assoc	QR	\$22.76
108763004	Battle Creek Enquirer News	DS	\$334.12
109332007	Bay City Times	DS	\$281.38
110060118	Beacon	QR	\$0.00
115644700	Benton Harbor-Palladium	DS	\$617.60
115644700N	Between the Lines	WK	\$66.21
148654007	Bulletin of the Detroit Institute of Arts	SA	\$25.86
160941118N	Business Outlook for West Michigan	QR	\$38.28
161656640	Business Updated-MI	MO	\$22.76
1800083598	Capitol Ideas, Formally State	BM	\$57.93
191802589	Chadburn		\$0.00
193658010	Chase's Calendar of Events		
202662006N	Choice – Current Reviews for Academic Libraries	MO	\$456.21
205458011N	Chronicle of Higher Education – Almanac	AN	\$38.28
205449036	Chronicle of Higher Education – Print and Online	IR	\$90.00
229319058	Computers in Libraries	IR	\$113.74
231916008	Congressional Digest	OR	\$265.87
234883858	Consumer Reports	IR	\$34.14
234901007	Consumer Reports Buying Guide	AN	\$0.00
005738497N	Cost of Living Index/ Formally Accra Cost of Living Index	OR	\$183.11
243799657	Crain's Detroit Business	WK	\$67.24
243799673	Crains Detroit Busienss Book of Lists	AN	\$0.00
250056694	Curiosities	QR	\$0.00
267585842N	Detroit Historical Society	AN	\$53.79
267599355	Detroit Jewish News / Formally Jewish News	WK	\$94.14
267617009	Detroit Lawyer	MO	\$0.00
267622009	Detroit Legal News		\$95.17
267628572N	Detroit Marine Historian	MO	\$53.79
267732006N	Detroit Society for Genealogical Research	IR	\$33.10
267778009	Detroiter	MO	\$31.04
310263850	Environment & Climate News	IR	\$0.00
319634812	Evening News (Sault Ste. Marie, MI)		\$247.25
331293001N	Federal Grants Management Handbook	MO	\$534.83

335118006N	Fifth Estate	QR	\$33.10
340927003	Flint Journal	DS	\$281.38
354423691N	French Canadian Heritage Society of MI	AN	\$38.28
354869556	Freshwater Future Membership	AN	\$258.63
354876100	Freshwater Voices	QR	\$0.00
354876102	Freshwater Voices	QR	\$0.00
356843888	Fulltext Sources online	WK	\$0.00
357163575	Fulltext Sources online	AN	\$483.11
375074630	Grand Rapids	MO	\$37.24
375076072	Grand Rapids Historical Society Membership	AN	\$43.45
375081213	Grand River Times	BM	\$0.00
375081353	Grand River Valley History	AN	\$0.00
376419453	Great Lakes Brewing News	BM	\$33.10
376419867	Great Lakes Entomologist		\$0.00
376445342	Great Lakes Lighthouse Keepers Association Membership		\$53.79
376483558	Great Lakes Seaway Review	QR	\$40.35
378164032	Grosse Pointe Historical Society Membership	AN	\$48.62
385739008	Harlow's Wooden Man	QR	\$48.62
386291009	Harvard Business Review Print and online	MO	\$95.17
387949050	Health Care Michigan formerly Health Care Weekly Review	MO	\$63.10
388651085	Healthcare News	IR	\$0.00
388811515	Heartland Institute Membership	AN	\$115.86
394918734	Historical Society of Michigan Membership	AN	\$79.66
394918759	Historical Society of Michigan Newsletter		\$0.00
402060008	Houghton Daily Mining Gazette		\$219.73
402116347	Hour Detroit	MO	\$28.91
429871635	Ingham County Genealogical Society Membership	AN	\$22.76
429871734	Ingham County Genealogical Society Newsletter	QR	\$0.00
430285007	Inland Seas	QR	\$68.28
449315350	Internet@Schools	IR	\$0.00
451779789	Ionia County Genealogical Society Newsletter	QR	\$27.93
453365546	Irish Genealogical Society of Michigan Membership	AN	\$24.83
453835787	Irish Tree	IR	\$0.00
454264193	Ironwood Daily Globe (Ironwood, MI)		\$242.90
458211000	Jack Pine Warbler		\$0.00
458266005	Jackson Citizen Patriot	IR	\$281.38
459057022	JAMA: Journal of the American Medical Association	IR	\$1,099.67
475342010	Journal of Crime and Justice		\$385.87
480739100	Journal of Great Lakes Research	QR	\$732.43
4875579696	Journal of the Michigan Dental Association	MO	\$27.93
503002008	Kalamazoo Gazette	IR	\$281.38
514454511	Lake Superior Magazine	BM	\$38.22
5144545776	Lake Superior Marine Museum Association Membership	AN	\$90.00
514456672	Lake Superior Travel Guide	AN	\$0.00
516139862	Lapeer County Genealogical Society Membership	AN	\$27.93
516141108	Lapeer Legacy	QR	\$0.00
521674010	Legislative Studies	QR	\$530.70
524849007	Library Journal	OR	\$167.58

530595974	Little Traverse Conservancy Membership	AN	\$38.28
530595982	Little Traverse Conservancy Quarterly	QR	\$0.00
530813096	Live Steam and Outdoor Railroading	BM	\$43.40
532895240	Log Cabin News	QR	\$48.62
539961300	Mackinac Associates Membership	AN	\$53.79
543049209	Making History - MI	QR	\$0.00
546138991	Manistee News Advocate	DA	\$201.73
552111569	MASB Headlines	SM	\$43.45
562631080	Medigram E-News	WK	\$0.00
569554355	Metro Times	WK	\$146.90
570878702	Michigan Archaeologist Society Membership	AN	\$0.00
570879007	Michigan Archaeologist	OD	\$53.79
57089403	Michigan Archival Association Membership	AN	\$33.10
570896019	Michigan Audubon Society Membership	AN	\$43.45
470940346	Michigan Birds and Natural History	QR	\$38.28
570942676	Michigan Blue: Michigans Lakestyle Magazine	QR	\$24.83
571059005	Michigan Catholic	WK	\$37.24
571124007	Michigan Chronicle	WK	\$64.14
571133339	Michigan Citizen	WK	\$79.66
571300961	Michigan Entomological Society	AN	\$58.97
571304997	Michigan Environmental Report	BM	\$69.31
571337005	Michigan Farmer	OR	\$37.19
571350677	Michigan Forest Association Membership	AN	\$33.10
571350667	Michigan Forests	QR	\$0.00
571350776	Michigan Forest C-W Tracks in the Leaves	IR	\$0.00
571382431	Michigan Historical Review		\$0.00
571511005	Michigan Jewish History	AN	\$49.66
571584507	Michigan Manufactures Directory	AN	\$218.75
571603349	Michigan Medicine		\$0.00
571614008	Michigan Medicine C-W Medigram E-NEWS	OR	\$85.35
571746007	Michigan Oil and Gas News	WK	\$186.21
571762004	Michigan Out of Doors	BM	\$43.45
571774333	Michigan Outdoor News		\$33.10
571828023	Michigan Petroleum	AN	\$40.86
571845007	Michigan Pharmacist/ Formally Journal Michigan Pharmacist	IR	\$53.79
571954056	Michigan Reading Association Membership	AN	\$48.62
571985266	Michigan Review	IR	\$48.62
571992007	Michigan Riparian	QR	\$23.28
572015493	Michigan Runner	IR	\$30.00
572062008	Michigan Sportsman	MO	\$28.93
572202802	Michigan Teacher		\$0.00
574747002	Midland Daily News (Midland, MI)		\$257.18
575124219	Midwest Living	BM	\$27.90
591334510	Monroe News	DA	\$294.83
595949355	Moorings		\$0.00
598582005	Motor Trend	MO	\$19.66
608232005	Nation-NY-Without Index	IR	\$108.62
624620001	New England Journal of Medicine	WK	\$1,039.67

632919783	News from Indian Country	IR	\$44.48
633649033	News and Views	QR	\$0.00
639318724	Nor Easter	BM	\$0.00
660005398	Open Entry		\$0.00
664927571	Origins- MI	SA	\$22.76
679054692	Passages North	AN	\$25.86
682340005	Peninsula Poets	SA	\$33.10
684207386	Pere Marquette Historical Society Membership		\$43.45
699594008	Planning & Changing	SA	\$31.04
699806410	Planning & Zoning News	MO	\$193.45
702658941	PM Tracks		\$0.00
704760925	Policy Studies - IL		\$0.00
739362002	Publishers Weekly (Print, Online)	WK	\$260.68
749727004	Railroad History		\$0.00
750055006	Railway & Locomotive Historical Society Membership	AN	\$79.66
759952310	Registry of Michigan Financial Institutions/ for non-members	AN	\$122.07
766590285	Resource Recycling/ North Americas Recycling and Composting Journal	MO	\$60.00
768800898	Review Magazine	OR	\$38.28
793248014	Saginaw News	IR	\$281.38
794604150	Sales and Marketing Management	BM	\$56.90
798669370 / 958579831	Sault Tribe News/ Formerly Win Awenen Nistitung	MO	\$31.04
801815531	School Reform News	MO	\$49.66
803597004	Science	WK	\$1,445.20
806137006	Scientific American (Print, Tablet)	MO	\$81.73
821798022	Skilling's Mining Review (print, online)	MO	\$86.90
931353313	Soundings	QR	\$0.00
840851570	Spartan	OR	\$65.12
847424800	Stand		\$0.00
850273566	State Affiliate Newsletter		\$0.00
850635008	State & Local Government Review (Print, Online)	QR	\$275.18
850669623	State Policy Reports	IR	\$240.00
888235660	Then and Now - MI	QR	\$0.00
888235700	Then and Now Genealogical Library of Allegan County Membership	AN	\$22.76
892414004	Times Herald	DS	\$312.21
897337515	Towne Courier	WK	\$120.00
897917019	Tracks- MI	IR	\$22.76
907272538	Traverse City Record-Eagle (Traverse City, MI)		\$296.85
907275713	Traverse Northern Michigan's Magazine? Formally Traverse	MO	\$35.12
915144851	UMTRI Research Review	QR	\$12.41
936260603	Visit Detroit	TQ	\$22.73
944817635	WaterMarks	QR	\$12.41
952274017	Western Michigan Genealogical Society Membership	AN	\$33.10
957687387	Wilderness Chronicle	QR	\$27.93
960093094	Wisconsin Marine Historical Society Membership	AN	\$58.97
96242972	Woods-N-Water News	MO	\$42.41
975388653	Ypsilanti Gleanings/ Past Scenes and Old Times	QR	\$17.59

Invoiced seperately at year end

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET    February 24, 2011  
PURCHASING OPERATIONS  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 1**  
**TO**  
**CONTRACT NO. 071B1300135**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR  <b>Ebsco Industries, Inc.</b> <b>1140 Silver Lake Road</b> <b>Cary, IL 60010</b>  Email:ldabkey@ebSCO.com		TELEPHONE: Lee Dabkey <b>(847) 639-2899</b>
		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-1145 <b>Lymon C. Hunter, CPPB</b>
Contract Compliance Inspector: Janet Laverty <b>Periodical Subscription Services – Library of Michigan – Department of Education</b>		
CONTRACT PERIOD: <b>5 yrs. + 2 one-year options</b> From: <b>January 1, 2011</b> To: <b>December 31, 2015</b>		
TERMS  <b>N/A</b>	SHIPMENT <b>Per the attached specifications</b>	
F.O.B.  <b>N/A</b>	SHIPPED FROM  <b>N/A</b>	
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other		
MINIMUM DELIVERY REQUIREMENTS  <b>N/A</b>		
MISCELLANEOUS INFORMATION:		

**NATURE OF CHANGE (S):**

**Effective immediately, the attached publication titles are hereby added to this contract.**

**In addition, this Contract is INCREASED by \$3,000.**

**All other terms, conditions, specifications and pricing remain unchanged.**

**AUTHORITY/REASON:**

**Per vendor contact on 2/9/11 and DMB/Purchasing Operations agency contact Mary Rumler on 2-18-11.**

**Total revised estimated contract value:    \$94,632.20**

**New titles effective 2/23/11:**

<b>TITLE CODE</b>	<b>NAME OF PUBLICATION</b>	<b>PRICE (in dollars)</b>
193658010	Chase's Calendar of Events	\$94.00
194007050	Cheboygan Daily Tribune	\$166.00
402060008	The Daily Mining Gazette (Houghton, MI)	\$229.00
267622009	Detroit Legal News	\$164.00
897337515	East Lansing Towne Courier	\$41.00
319634812	The Evening News (Sault Ste. Marie, MI)	\$258.00
376445342	Great Lakes Lighthouse Keepers Association Membership	\$51.00
454264193	Ironwood Daily Globe. (Ironwood, MI)	\$234.00
267599355	The Jewish News (Detroit, MI)	\$88.00
475342010	Journal of Crime and Justice	\$82.00
569554355	The Metro Times (Detroit, MI)	\$153.00
571059005	The Michigan Catholic (Detroit, MI)	\$22.00
57113339	Michigan Citizen (Highland Park, MI)	\$83.00
571774333	Michigan Outdoor News	\$33.00
574747002	Midland Daily News (Midland, MI)	\$251.00
684207386	Pere Marquette Historical Society Membership	\$46.00
907272538	Traverse City Record-Eagle (Traverse City, MI)	\$309.00

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET December 28, 2010  
PURCHASING OPERATIONS  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

NOTICE  
OF  
CONTRACT NO. 071B1300135  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE: Lee Dabkey <b>(847) 639-2899</b>
<b>Ebsco Industries, Inc.</b> <b>1140 Silver Lake Road</b> <b>Cary, IL 60010</b>  Email: ldabkey@ebsco.com		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-1145 <b>Lymon C. Hunter, CPPB</b>
Contract Compliance Inspector: Janet Laverty <b>Periodical Subscription Services – Library of Michigan – Department of Education</b>		
CONTRACT PERIOD: <b>5 yrs. + 2 one-year options</b> From: <b>January 1, 2011</b> To: <b>December 31, 2015</b>		
TERMS <b>N/A</b>	SHIPMENT <b>Per the attached specifications</b>	
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>	
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other		
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>		
MISCELLANEOUS INFORMATION:		

The terms and conditions of this Contract are those of RFP #071I0200243, this Contract Agreement and the vendor's quote dated September 27, 2010. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: **\$91,632.20**



STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
PURCHASING OPERATIONS  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B1300135  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE: Lee Dabkey <b>(847) 639-2899</b>
<b>Ebsco Industries, Inc.</b> <b>1140 Silver Lake Road</b> <b>Cary, IL 60010</b>  Email: <a href="mailto:ldabkey@ebsco.com">ldabkey@ebsco.com</a>		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-1145 <b>Lymon C. Hunter, CPPB</b>
Contract Compliance Inspector: Janet Laverty <b>Periodical Subscription Services – Library of Michigan – Department of Education</b>		
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TERMS <b>N/A</b>	SHIPMENT <b>Per the attached specifications</b>	
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>	
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other		
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>		
MISCELLANEOUS INFORMATION:  <b>The terms and conditions of this Contract are those of RFP #071I0200243, this Contract Agreement and the vendor's quote dated September 27, 2010. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.</b>  <b>Estimated Contract Value: \$91,632.20</b>		

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the RFP No. 071I0200243. Orders for delivery will be issued directly by the Department of Education through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE CONTRACTOR:	FOR THE STATE:
<b>Ebsco Industries, Inc.</b>	Signature
Firm Name	<b>Lymon C. Hunter, CPPB</b>
Authorized Agent Signature	Name/Title
	<b>Commodities Division, Purchasing Operations</b>
Authorized Agent (Print or Type)	Division
Date	Date





**STATE OF MICHIGAN**  
**Department of Technology Management and Budget**  
**Purchasing Operations**

Contract No. 071B1300135  
Periodical Subscriptions

Buyer Name: Lymon C. Hunter, CPPB  
Telephone Number: (517) 241-1145  
E-Mail Address: HunterL@michigan.gov

## Table of Contents

<b>DEFINITIONS</b>	<b>15</b>
<b>Article 1 – Statement of Work (SOW)</b>	<b>17</b>
<b>1.010 Project Identification</b>	<b>17</b>
1.011 Project	17
1.012 Background	17
<b>1.020 Scope of Work and Deliverables</b>	<b>17</b>
1.21 In Scope	17
1.022 Work and Deliverable	17
Please see EBSCO responses listed under each section above.	19
<b>1.030 Roles and Responsibilities</b>	<b>19</b>
1.031 Contractor Staff, Roles, and Responsibilities - Deleted Not Applicable	19
<b>1.040 Project Plan</b>	<b>19</b>
1.041 Project Plan Management - Deleted Not Applicable	19
1.42 Reports	19
<b>1.050 Acceptance</b>	<b>20</b>
1.051 Criteria - Deleted Not Applicable	20
1.052 Final Acceptance - Deleted Not Applicable	20
<b>1.060 Proposal Pricing</b>	<b>20</b>
1.061 Proposal Pricing	20
1.062 Price Term	20
1.063 Tax Excluded from Price	21
1.064 Holdback - Deleted Not Applicable	21
<b>1.070 Additional Requirements</b>	<b>21</b>
1.071 Additional Terms and Conditions specific to this Contract - Deleted Not Applicable	21
<b>Article 2, Terms and Conditions</b>	<b>22</b>
<b>2.000 Contract Structure and Term</b>	<b>22</b>
2.001 Contract Term	22
2.002 Options to Renew	22
2.003 Legal Effect	22
2.004 Attachments & Exhibits	22
2.005 Ordering	22
2.006 Order of Precedence	22
2.007 Headings	22
2.008 Form, Function & Utility – Deleted Not Applicable	22
2.009 Reformation and Severability	23
2.010 Consents and Approvals	23
2.011 No Waiver of Default	23
2.012 Survival	23
<b>2.020 Contract Administration</b>	<b>23</b>
2.021 Issuing Office	23
2.022 Contract Compliance Inspector	23
2.023 Project Manager – Deleted Not Applicable	23
2.024 Change Requests	24
2.025 Notices	24
2.026 Binding Commitments	24
2.027 Relationship of the Parties	24
2.028 Covenant of Good Faith	24
2.029 Assignments	24
<b>2.030 General Provisions</b>	<b>25</b>
2.031 Media Releases	25
2.032 Contract Distribution	25
2.033 Permits	25
2.034 Website Incorporation	25
2.035 Future Bidding Preclusion	25
2.036 Freedom of Information	25
2.037 Disaster Recovery	25
<b>2.040 Financial Provisions</b>	<b>26</b>
2.041 Fixed Prices for Services/Deliverables	26
2.042 Adjustments for Reductions in Scope of Services/Deliverables	26
2.043 Services/Deliverables Covered	26
2.044 Invoicing and Payment – In General – Deleted Not Applicable	26
2.045 Pro-ration	26
2.046 Antitrust Assignment	26

	2.047	Final Payment .....	26
	2.048	Electronic Payment Requirement.....	26
<b>2.050</b>		<b>Taxes .....</b>	<b>26</b>
	2.051	Employment Taxes .....	26
	2.052	Sales and Use Taxes .....	26
<b>2.060</b>		<b>Contract Management.....</b>	<b>27</b>
	2.061	Contractor Personnel Qualifications – Deleted Not Applicable .....	27
	2.062	Contractor Key Personnel – Deleted Not Applicable.....	27
	2.063	Re-assignment of Personnel at the State's Request – Deleted Not Applicable .....	27
	2.064	Contractor Personnel Location – Deleted Not Applicable .....	27
	2.065	Contractor Identification – Deleted Not Applicable .....	27
	2.066	Cooperation with Third Parties – Deleted Not Applicable .....	27
	2.067	Contractor Return of State Equipment/Resources – Deleted Not Applicable.....	27
	2.068	Contract Management Responsibilities – Deleted Not Applicable .....	27
<b>2.070</b>		<b>Subcontracting by Contractor.....</b>	<b>27</b>
	2.071	Contractor Full Responsibility – Deleted Not Applicable .....	27
	2.072	State Consent to Delegation – Deleted Not Applicable .....	27
	2.073	Subcontractor Bound to Contract – Deleted Not Applicable.....	27
	2.074	Flow Down .....	27
	2.075	Competitive Selection .....	27
<b>2.080</b>		<b>State Responsibilities .....</b>	<b>27</b>
	2.081	Equipment.....	27
	2.082	Facilities – Deleted Not Applicable.....	27
<b>2.090</b>		<b>Security .....</b>	<b>27</b>
	2.091	Background Checks – Deleted Not Applicable.....	27
	2.092	Security Breach Notification – Deleted Not Applicable.....	27
	2.093	PCI Data Security Requirements – Deleted Not Applicable.....	27
<b>2.100</b>		<b>Confidentiality .....</b>	<b>27</b>
	2.101	Confidentiality – Deleted Not Applicable .....	27
	2.102	Protection and Destruction of Confidential Information – Deleted Not Applicable.....	28
	2.103	Exclusions – Deleted Not Applicable .....	28
	2.104	No Implied Rights – Deleted Not Applicable .....	28
	2.105	Respective Obligations – Deleted Not Applicable .....	28
<b>2.110</b>		<b>Records and Inspections.....</b>	<b>28</b>
	2.111	Inspection of Work Performed – Deleted Not Applicable .....	28
	2.112	Examination of Records – Deleted Not Applicable.....	28
	2.113	Retention of Records – Deleted Not Applicable .....	28
	2.114	Audit Resolution – Deleted Not Applicable.....	28
	2.115	Errors – Deleted Not Applicable.....	28
<b>2.120</b>		<b>Warranties.....</b>	<b>28</b>
	2.121	Warranties and Representations – Deleted Not Applicable .....	28
	2.122	Warranty of Merchantability – Deleted Not Applicable .....	28
	2.123	Warranty of Fitness for a Particular Purpose – Deleted Not Applicable .....	28
	2.124	Warranty of Title – Deleted Not Applicable .....	28
	2.125	Equipment Warranty – Deleted Not Applicable .....	28
	2.126	Equipment to be New – Deleted Not Applicable .....	28
	2.127	Prohibited Products – Deleted Not Applicable .....	28
	2.128	Consequences For Breach – Deleted Not Applicable .....	28
<b>2.130</b>		<b>Insurance .....</b>	<b>28</b>
	2.131	Liability Insurance .....	28
	2.132	Subcontractor Insurance Coverage .....	30
	2.133	Certificates of Insurance and Other Requirements .....	30
<b>2.140</b>		<b>Indemnification.....</b>	<b>30</b>
	2.141	General Indemnification .....	30
	2.142	Code Indemnification .....	30
	2.143	Employee Indemnification .....	31
	2.144	Patent/Copyright Infringement Indemnification .....	31
	2.145	Continuation of Indemnification Obligations.....	31
	2.146	Indemnification Procedures.....	31
<b>2.150</b>		<b>Termination/Cancellation .....</b>	<b>32</b>
	2.151	Notice and Right to Cure.....	32
	2.152	Termination for Cause.....	32
	2.153	Termination for Convenience .....	32
	2.154	Termination for Non-Appropriation.....	33
	2.155	Termination for Criminal Conviction .....	33
	2.156	Termination for Approvals Rescinded .....	33
	2.157	Rights and Obligations upon Termination .....	33

	2.158	Reservation of Rights.....	34
<b>2.160</b>		<b>Termination by Contractor .....</b>	<b>34</b>
	2.161	Termination by Contractor.....	34
<b>2.170</b>		<b>Transition Responsibilities.....</b>	<b>34</b>
	2.171	Contractor Transition Responsibilities – Deleted Not Applicable .....	34
	2.172	Contractor Personnel Transition – Deleted Not Applicable .....	34
	2.173	Contractor Information Transition – Deleted Not Applicable .....	34
	2.174	Contractor Software Transition – Deleted Not Applicable .....	34
	2.175	Transition Payments – Deleted Not Applicable.....	34
	2.176	State Transition Responsibilities – Deleted Not Applicable.....	34
<b>2.180</b>		<b>Stop Work .....</b>	<b>34</b>
	2.181	Stop Work Orders – Deleted Not Applicable .....	34
	2.182	Cancellation or Expiration of Stop Work Order – Deleted Not Applicable .....	34
	2.183	Allowance of Contractor Costs – Deleted Not Applicable.....	34
<b>2.190</b>		<b>Dispute Resolution.....</b>	<b>34</b>
	2.191	In General – Deleted Not Applicable .....	34
	2.192	Informal Dispute Resolution – Deleted Not Applicable.....	35
	2.193	Injunctive Relief – Deleted Not Applicable .....	35
	2.194	Continued Performance – Deleted Not Applicable .....	35
<b>2.200</b>		<b>Federal and State Contract Requirements .....</b>	<b>35</b>
	2.201	Nondiscrimination .....	35
	2.202	Unfair Labor Practices.....	35
	2.203	Workplace Safety and Discriminatory Harassment .....	35
	2.204	Prevailing Wage – Deleted Not Applicable.....	35
<b>2.210</b>		<b>Governing Law .....</b>	<b>35</b>
	2.211	Governing Law.....	35
	2.212	Compliance with Laws .....	35
	2.213	Jurisdiction .....	35
<b>2.220</b>		<b>Limitation of Liability .....</b>	<b>35</b>
	2.221	Limitation of Liability.....	35
<b>2.230</b>		<b>Disclosure Responsibilities.....</b>	<b>36</b>
	2.231	Disclosure of Litigation .....	36
	2.232	Call Center Disclosure – Deleted Not Applicable .....	36
	2.233	Bankruptcy.....	36
<b>2.240</b>		<b>Performance .....</b>	<b>37</b>
	2.241	Time of Performance– Deleted Not Applicable .....	37
	2.242	Service Level Agreements (SLAs) – Deleted Not Applicable .....	37
	2.243	Liquidated Damages – Deleted Not Applicable.....	37
	2.244	Excusable Failure .....	37
<b>2.250</b>		<b>Approval of Deliverables .....</b>	<b>37</b>
	2.251	Delivery Responsibilities – Deleted Not Applicable .....	37
	2.252	Delivery of Deliverables – Deleted Not Applicable .....	37
	2.253	Testing – Deleted Not Applicable .....	38
	2.254	Approval of Deliverables, In General – Deleted Not Applicable .....	38
	2.255	Process For Approval of Written Deliverables – Deleted Not Applicable .....	38
	2.256	Process for Approval of Services – Deleted Not Applicable.....	38
	2.257	Process for Approval of Physical Deliverables – Deleted Not Applicable .....	38
	2.258	Final Acceptance – Deleted Not Applicable .....	38
<b>2.260</b>		<b>Ownership.....</b>	<b>38</b>
	2.261	Ownership of Work Product by State – Deleted Not Applicable.....	38
	2.262	Vesting of Rights – Deleted Not Applicable.....	38
	2.263	Rights in Data – Deleted Not Applicable .....	38
	2.264	Ownership of Materials .....	38
<b>2.270</b>		<b>State Standards .....</b>	<b>38</b>
	2.271	Existing Technology Standards – Deleted Not Applicable .....	38
	2.272	Acceptable Use Policy – Deleted Not Applicable .....	38
	2.273	Systems Changes – Deleted Not Applicable .....	38
<b>2.280</b>		<b>Extended Purchasing.....</b>	<b>38</b>
	2.281	MIDEAL – Deleted Not Applicable .....	38
	2.282	State Employee Purchases – Deleted Not Applicable .....	38
<b>2.290</b>		<b>Environmental Provision .....</b>	<b>38</b>
	2.291	Environmental Provision – Deleted Not Applicable .....	38
<b>2.300</b>		<b>Other Provisions .....</b>	<b>38</b>
	2.311	Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials.....	38

## **DEFINITIONS**

**24x7x365** means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

**Additional Service** means any Services within the scope of this Contract, but not specifically provided under any Statement of Work.

**Audit Period** means the seven year period following Contractor's provision of any work under this Contract.

**Bidder(s)** are those companies that submit a proposal in response to this Contract.

**Business Day** means any day other than a Saturday, Sunday or State-recognized legal holiday from 8:00am EST through 5:00pm EST unless otherwise stated.

**Blanket Purchase Order** is an alternate term for Contract and is used in the Plan Sponsors' computer system.

**CCI** means Contract Compliance Inspector.

**Days** means calendar days unless otherwise specified.

**Deleted – N/A** means that section is not applicable or included in this Contract. This is used as a placeholder to maintain consistent numbering.

**Deliverable** means physical goods and/or services required or identified in a Statement of Work.

**DTMB** means the Michigan Department of Technology Management and Budget.

**Environmentally Preferable Products** means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to: those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

**Hazardous Material** means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of this Contract).

**Incident** means any interruption in any function performed for the benefit of a Plan Sponsor.

**Key Personnel** means any personnel identified in **Section 1.031** as Key Personnel.

**New Work** means any Services/Deliverables outside the scope of this Contract and not specifically provided under any Statement of Work, such that once added will result in the need to provide the Contractor with additional consideration. "New Work" does not include Additional Service.

**Ozone-depleting Substance** means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

**Post-Consumer Waste** means any product generated by a business or consumer which has served its intended end use; and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

**Post-Industrial Waste** means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

**Recycling** means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

**Reuse** means using a product or component of municipal solid waste in its original form more than once.

**RFP** means a Request for Proposal designed to solicit proposals for services.

**Services** means any function performed for the benefit of the State.

**SLA** means Service Level Agreement.

**Source Reduction** means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

**State Location** means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

**Subcontractor** means a company selected by the Contractor to perform a portion of the Services, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

**Unauthorized Removal** means the Contractor's removal of Key Personnel without the prior written consent of the State.

**Waste Prevention** means source reduction and reuse, but not recycling.

**Pollution Prevention** means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

**Work in Progress** means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

**Work Product** refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.



**Article 1 – Statement of Work (SOW)**

**1.010 Project Identification**

**1.011 Project**

This document contains or incorporates defined requirements, the specifications and scope of work, and all Contractual terms and conditions.

This is a Contract for subscriptions for Library's periodicals.

**1.012 Background**

The Library of Michigan is the official state library for the State of Michigan, serving the Legislature, Executive, and Judicial branches of State government and libraries throughout Michigan by meeting information needs, providing administrative, developmental and technical assistance, and functioning as a statewide resource for individuals and agencies. The Library of Michigan serves a population of approximately 9.2 million people.

**1.020 Scope of Work and Deliverables**

**1.21 In Scope**

This Contract covers titles for the law, genealogical and main periodical collections.

The Library of Michigan uses the OCLC bibliographic utility and has the Innovative interfaces (III) integrated library system (Millennium), which includes the cataloging, circulation, acquisitions, and serials modules.

**EBSCO integrates with the Innovative Millennium system for claiming, ordering and EDI electronic invoicing.**

**1.022 Work and Deliverable**

- Provision of needed titles & subscriptions/standing orders
  - Number of titles they can provide

**EBSCO's Response:** One of the most important tools in providing subscription service is a current and complete title database containing the information necessary to place orders for subscriptions. EBSCO's Title Information Database is the largest and most accurate title database in the subscription service industry.

Our Title Information Department (TID), located at International Headquarters, maintains the title database. It contains bibliographic information (such as publisher and ISSN), format options, delivering options, publisher package information and pricing for more than 300,000 domestic and international publications.

To ensure accuracy and timeliness of information in the database, TID continually communicates with more than 81,000 publishers around the world, making an average of 285,000 updates to the records per month.

EBSCO is one of four commercial affiliate members of CONSER, the **C**ooperative **O**nline **S**ERIALS Program of the Library of Congress and are able to update fields with the CONSER records. We are the **ONLY** subscription vendor that is a commercial member of CONSER.

- Ordering details:
  - Ability to order online or with procurement card.

**EBSCO's Response:** EBSCO will comply.

- Ability to assist customer with creation of new order records if new vendor is selected.



**EBSCO's Response:** EBSCO will comply.

- Electronic invoicing capability & compatibility with Innovative Interfaces Inc.'s Millennium (library catalog) interface for Acquisitions. If this will be available in the future, please put expected date of accomplishing this.

**EBSCO's Response:** EBSCO integrates with Innovative Interfaces Inc.'s Millennium interface for Acquisitions.

- Personal Account/Customer representative who assists with orders & makes sure titles are fulfilled properly, that credits are issued properly, etc.

**EBSCO's Response:** EBSCO assigns each customer with a specific customer service representative to assist in all aspects of service, including orders, questions, claims and credits.

- Ability to add new titles or cancel as needed throughout the life of this Contract. It is understood that some publishers will not refund subscription costs if item is cancelled part way through the subscription year.

**EBSCO's Response:** EBSCO will comply.

- Timely notification of renewals and price changes

**EBSCO's Response:** EBSCO will comply. EBSCO provides renewals six months prior to expiration and can provide price alert increases based on customer's request (when and what percentage of increase).

- Discounts available if account is paid in a timely manner or in advance.

**EBSCO's Response:** EBSCO provides publisher retail pricing to the Library of Michigan with the established service charge. If the Library of Michigan is able to prepay the invoice, EBSCO can provide discounts based on the time of payment. EBSCO will provide pre-payment discount schedule upon request.

- Claiming:

- Customer representative assigned to account, which will assist with claiming.

**EBSCO's Response:** EBSCO will comply.

- Ability to claim electronically

**EBSCO's Response:** EBSCO provides electronic claiming via the Library of Michigan's Innovative Millennium System or via EBSCONET® - EBSCO's Web-based title database and subscription service system. This system allows monitoring of claims progress, as well as the ability to place claims.

- Timely information about claiming problems or situations.

**EBSCO's Response:** EBSCO provides customers with a monthly *Customized Bulletin of Serials Changes* (customized to report only your titles) and contains eleven possible situations: delivery problems, frequency changes, discontinued titles, suspended titles, split titles, merged titles, name changes, resumption of publications, miscellaneous information, new titles and additional volumes. This report is available electronically via EBSCONET®.

- Service charge (and whether estimated or final): If necessary, provide service charge comparison between different parts of the list, including whether reducing the list will increase or decrease the service charge.





**EBSCO's Response:** EBSCO provided the service charge Section 1.061 in the RFP. EBSCO reserves the right to re-evaluate the service charge if the titles ordered changes by 10% or more. Since the service charge is formulated on the amount of business plus the "mix of titles" ordered by the customer, any change over 10% in the number of titles ordered or the amount spent will be evaluated. This change can have either a positive or negative effect on the service charge. For instance, if the only titles cancelled are those that provide an agency with no commission, the service charge is likely to be reduced. Conversely, if the only titles discontinued are those that provide an agency with a commission, the service charge is likely to increase.

- Ability to provide Library of Michigan upon request: history of past pricing for titles & projected to the future.

**EBSCO's Response:** EBSCO will provide a report called the *Historical Price Analysis* which is a five-year price history of the Library of Michigan's titles. We average the cost increases over a five-year period for each title and summarize the overall rate of price for your titles. This report can be sorted by title, fund code, ILS number, price, publisher or index. This report is available electronically via EBSCONET®.

- Replacement costs for lost or damaged materials
  - For applicable vendors: will replace materials free of charge, if shipped from publisher in damaged condition or with missing pages.

**EBSCO's Response:** EBSCO will claim titles that are damaged or not complete. EBSCO may also replace damaged issues using our *Missing Copy Bank* (MCB) which is an inventory of over 2,000 titles with over 48,000 issues available at no charge to customers. Customers can access the MCB via EBSCONET®.

- Ability to replace lost or stolen materials (at cost, when applicable) upon request of customer.

**EBSCO's Response:** EBSCO will comply in helping locate and order lost or stolen materials at the Library's cost.

- For the Law Exchange program, ability to handle Library of Michigan's Exchange Program participation.

**EBSCO's Response:** EBSCO needs additional information to address this requirement.

Please see EBSCO responses listed under each section above.

### **1.030 Roles and Responsibilities**

#### **1.031 Contractor Staff, Roles, and Responsibilities - Deleted Not Applicable**

### **1.040 Project Plan**

#### **1.041 Project Plan Management - Deleted Not Applicable**

#### **1.42 Reports**

Ability to provide Library of Michigan with customized reports listing titles currently ordering, past titles ordered, and subject breakdown, plus other special reports upon request.

**EBSCO's Response:** EBSCO currently provides over 450 special reports – all free of charge to customers, consisting of Collection Development, Serials Management and Financial Analysis. EBSCO can provide reports listed above, as well as the following:

-*Abstract and Index Report:* A list of your titles and where they are indexed and abstracted, as well as a report showing the percentage of your collection covered by that index.

-*Membership/Comes with Report:* Lists the title and/or membership and all associated publications.



-*Titles with Claiming Restrictions*: Lists the claiming restrictions by title which can help the library fine-tune predictive check in parameters.

-*The Survey Reports*: Features the title, ISSN, current price and five-point Likert scale for evaluative studies. Commonly used as a collection development tool, it can also be used for deselections.

-*The Ownership/Access Report*: Provides information on electronic formats of titles ordered by the library. This report details titles currently on order that are available in full-text databases and as true electronic journals.

These are some of the more frequently requested reports and many are available online via EBSCONET® instantly or within 24 hours. Others are available to order through the library's assigned customer service representative.

**Please see EBSCO's response under each section above.**

### **1.050 Acceptance**

**1.051 Criteria - Deleted Not Applicable**

**1.052 Final Acceptance - Deleted Not Applicable**

### **1.060 Proposal Pricing**

**1.061 Proposal Pricing**

**See Attachment A, Price Proposal**

*% Service charge – 3.45%*

**1.062 Price Term**

Prices quoted are the maximum for a period of 365 days from the date this Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Purchasing reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of this Contract period unless further revised at the end of the next 365-day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, this Contract may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

**EBSCO's Response**: While EBSCO makes every effort to provide the most current and updated pricing in the industry, we cannot control if and when a publisher will increase their prices and for what time period. As a result, if the publisher increases a price after EBSCO has placed the order and the publisher requires additional money to begin that subscription, EBSCO will pay the publisher the increase and will then invoice our customer for the difference from what was originally paid to the new price. Other agencies may build in an extra percentage into their pricing so that supplemental invoices are not sent, however, it could be that the ordering institution will end up paying more in the long run than by using EBSCO's "true price" model. While EBSCO conforms to the ordering policy of most publishers and enters January starts by the middle of October, other agencies may wait until the middle of November or early December to enter orders. While this may reduce the issuance of supplemental invoices, it can lead to non-service or delayed starts of the magazines or journals in January.



**1.063 Tax Excluded from Price**

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

**1.064 Holdback - Deleted Not Applicable**

**1.070 Additional Requirements**

**1.071 Additional Terms and Conditions specific to this Contract - Deleted Not Applicable**



**Article 2, Terms and Conditions**

**2.000 Contract Structure and Term**

**2.001 Contract Term**

This Contract is for a period of five years beginning January 1, 2011 through December 31, 2015. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of this Contract, unless otherwise extended under this Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of this Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

**2.002 Options to Renew**

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. This Contract may be renewed for up to two additional one year periods.

**2.003 Legal Effect**

Contractor must show acceptance of this Contract by signing two (2) copies of this Contract and returning them to the Contract Administrator. The Contractor must not proceed with the performance of the work to be done under this Contract, including the purchase of necessary materials, until both parties have signed this Contract to show acceptance of its terms, and the Contractor receives a Contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against this Contract has been issued.

**2.004 Attachments & Exhibits**

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

**2.005 Ordering**

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown, however, the Contractor must furnish all such materials and services as may be ordered during this Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

**2.006 Order of Precedence**

(a) This Contract, including any Statements of Work and Exhibits, to the extent not contrary to this Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

(b) In the event of any inconsistency between the terms of this Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of this Contract, which may be modified or amended only by a formal Contract amendment.

**2.007 Headings**

Captions and headings used in this Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

**2.008 Form, Function & Utility – Deleted Not Applicable**



**2.009 Reformation and Severability**

Each provision of this Contract is severable from all other provisions of this Contract and, if one (1) or more of the provisions of this Contract is declared invalid, the remaining provisions of this Contract remain in full force and effect.

**2.010 Consents and Approvals**

Except as expressly provided otherwise in this Contract, if either party requires the consent or approval of the other party for the taking of any action under this Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

**2.011 No Waiver of Default**

If a party fails to insist upon strict adherence to any term of this Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of this Contract.

**2.012 Survival**

Any provisions of this Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of this Contract for any reason. Specific references to survival in this Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

**2.020 Contract Administration**

**2.021 Issuing Office**

This Contract is issued by the Department of Technology Management and Budget, Purchasing Operations and the Department of Education (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to this Contract. Purchasing Operations **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within Purchasing Operations for this Contract is:

Department of Technology, Management and Budget  
Purchasing Operations  
Attn: Lymon C. Hunter, CPPB  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
(517) 241-1145  
*hunterL@michigan.gov*

**2.022 Contract Compliance Inspector**

After DTMB-Purchasing Operations receives the properly executed Contract, it is anticipated that the Director of Purchasing Operations, in consultation with the Department of Education, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for this Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of this Contract as that authority is retained by DTMB Purchasing Operations.** The CCI for this Contract is:

Janet Laverty  
Department of Education  
Library of Michigan  
702 West Kalamazoo Street  
P.O. Box 30007  
Lansing, MI 48909  
(517) 373-1550  
*LavertyJ@michigan.gov*

**2.023 Project Manager – Deleted Not Applicable**



#### **2.024 Change Requests**

The State reserves the right to request, from time to time, any changes to the requirements and specifications of this Contract and the work to be performed by the Contractor under this Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

##### **Change Requests:**

- (a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
- (b) No proposed Change may be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the DTMB-Purchasing Operations.
- (c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect this Contract.

#### **2.025 Notices**

Any notice given to a party under this Contract must be deemed effective, if addressed to the State contact as noted in Section 2.021 and the Contractor's contact as noted on the cover page of this Contract, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

Either party may change its address where notices are to be sent by giving notice according to this Section.

#### **2.026 Binding Commitments**

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in this Contract. Contractor may change the representatives from time to time upon written notice.

#### **2.027 Relationship of the Parties**

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors must be deemed to be an employee, agent or servant of the State for any reason. Contractor is solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of this Contract.

#### **2.028 Covenant of Good Faith**

Each party must act reasonably and in good faith. Unless stated otherwise in this Contract, the parties must not unreasonably delay, condition, or withhold the giving of any consent, decision, or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under this Contract.

#### **2.029 Assignments**

- (a) Neither party may assign this Contract, or assign or delegate any of its duties or obligations under this Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign this Contract to any other State agency, department,





division or department without the prior consent of Contractor and Contractor may assign this Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the requirements of this Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on this Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under this Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under this Contract that all payments must be made to one (1) entity continues.

(c) If the Contractor intends to assign this Contract or any of the Contractor's rights or duties under this Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

## **2.030 General Provisions**

### **2.031 Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

### **2.032 Contract Distribution**

Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

### **2.033 Permits**

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

### **2.034 Website Incorporation**

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

### **2.035 Future Bidding Preclusion**

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

### **2.036 Freedom of Information**

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 PA 442, MCL 15.231, et seq (the "FOIA").

### **2.037 Disaster Recovery**

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract must provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

**2.040 Financial Provisions****2.041 Fixed Prices for Services/Deliverables**

Each Statement of Work or Purchase Order issued under this Contract must specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

**2.042 Adjustments for Reductions in Scope of Services/Deliverables**

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties must negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

**2.043 Services/Deliverables Covered**

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State must not be obligated to pay any amounts in addition to the charges specified in this Contract.

**2.044 Invoicing and Payment – In General – Deleted Not Applicable****2.045 Pro-ration**

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services must be pro-rated for any partial month.

**2.046 Antitrust Assignment**

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

**2.047 Final Payment**

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under this Contract, nor will it constitute a waiver of any claims by one (1) party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract must constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

**2.048 Electronic Payment Requirement**

Electronic transfer of funds is required for payments on State contracts. The Contractor must register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in 1984 PA 431, all contracts that the State enters into for the purchase of goods and services must provide that payment will be made by Electronic Fund Transfer (EFT).

**2.050 Taxes****2.051 Employment Taxes**

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes.

**2.052 Sales and Use Taxes**

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two (2) or more trades or businesses under common control" the term "organization" means sole





proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

**2.060 Contract Management**

- 2.061 Contractor Personnel Qualifications – Deleted Not Applicable**
- 2.062 Contractor Key Personnel – Deleted Not Applicable**
- 2.063 Re-assignment of Personnel at the State's Request – Deleted Not Applicable**
- 2.064 Contractor Personnel Location – Deleted Not Applicable**
- 2.065 Contractor Identification – Deleted Not Applicable**
- 2.066 Cooperation with Third Parties – Deleted Not Applicable**
- 2.067 Contractor Return of State Equipment/Resources – Deleted Not Applicable**
- 2.068 Contract Management Responsibilities – Deleted Not Applicable**

**2.070 Subcontracting by Contractor**

- 2.071 Contractor Full Responsibility – Deleted Not Applicable**
- 2.072 State Consent to Delegation – Deleted Not Applicable**
- 2.073 Subcontractor Bound to Contract – Deleted Not Applicable**

**2.074 Flow Down**

Except where specifically approved in writing by the State on a case-by-case basis, Contractor must flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

**2.075 Competitive Selection**

The Contractor must select Subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this Contract.

**2.080 State Responsibilities**

**2.081 Equipment**

The State must provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

- 2.082 Facilities – Deleted Not Applicable**

**2.090 Security**

- 2.091 Background Checks – Deleted Not Applicable**
- 2.092 Security Breach Notification – Deleted Not Applicable**
- 2.093 PCI Data Security Requirements – Deleted Not Applicable**

**2.100 Confidentiality**

- 2.101 Confidentiality – Deleted Not Applicable**



**2.102 Protection and Destruction of Confidential Information – Deleted Not Applicable**

**2.103 Exclusions – Deleted Not Applicable**

**2.104 No Implied Rights – Deleted Not Applicable**

**2.105 Respective Obligations – Deleted Not Applicable**

**2.110 Records and Inspections**

**2.111 Inspection of Work Performed – Deleted Not Applicable**

**2.112 Examination of Records – Deleted Not Applicable**

**2.113 Retention of Records – Deleted Not Applicable**

**2.114 Audit Resolution – Deleted Not Applicable**

**2.115 Errors – Deleted Not Applicable**

**2.120 Warranties**

**2.121 Warranties and Representations – Deleted Not Applicable**

**2.122 Warranty of Merchantability – Deleted Not Applicable**

**2.123 Warranty of Fitness for a Particular Purpose – Deleted Not Applicable**

**2.124 Warranty of Title – Deleted Not Applicable**

**2.125 Equipment Warranty – Deleted Not Applicable**

**2.126 Equipment to be New – Deleted Not Applicable**

**2.127 Prohibited Products – Deleted Not Applicable**

**2.128 Consequences For Breach – Deleted Not Applicable**

**2.130 Insurance**

**2.131 Liability Insurance**

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the Contractor's performance of Services under the terms of this Contract, whether the Services are performed by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverage's provided relative to this Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized



insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State. See [www.michigan.gov/deleg](http://www.michigan.gov/deleg).

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked ☒ below:

- ☐ 1. Commercial General Liability with the following minimum coverage:
- \$2,000,000 General Aggregate Limit other than Products/Completed Operations
  - \$2,000,000 Products/Completed Operations Aggregate Limit
  - \$1,000,000 Personal & Advertising Injury Limit
  - \$1,000,000 Each Occurrence Limit
  - \$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- ☒ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- ☒ 3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- ☒ 4. Employers liability insurance with the following minimum limits:
- \$100,000 each accident
  - \$100,000 each employee by disease
  - \$500,000 aggregate disease

- ☐ 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of \$1,000,000.00 with a maximum deductible of \$50,000.00.

- ☐ 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

- ☐ 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: \$3,000,000.00 each occurrence and \$3,000,000.00 annual aggregate.



☐ 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

### **2.132 Subcontractor Insurance Coverage**

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor must fully comply with the insurance coverage required in this Section. Failure of Subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

### **2.133 Certificates of Insurance and Other Requirements**

Contractor must furnish to DTMB-Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THIS CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies **MUST NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED** without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, DTMB. The notice must include this Contract or Purchase Order number affected. Before this Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of this Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

## **2.140 Indemnification**

### **2.141 General Indemnification**

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

### **2.142 Code Indemnification**

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

**2.143 Employee Indemnification**

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its Subcontractors, the indemnification obligation under this Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its Subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

**2.144 Patent/Copyright Infringement Indemnification**

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its Subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

**2.145 Continuation of Indemnification Obligations**

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of this Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

**2.146 Indemnification Procedures**

The procedures set forth below must apply to all indemnity obligations under this Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out



its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

## **2.150 Termination/Cancellation**

### **2.151 Notice and Right to Cure**

If the Contractor breaches this Contract, and the State, in its sole discretion, determines that the breach is curable, then the State must provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

### **2.152 Termination for Cause**

(a) The State may terminate this Contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.

(c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

### **2.153 Termination for Convenience**

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products





specified in this Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

#### **2.154 Termination for Non-Appropriation**

(a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for this Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

#### **2.155 Termination for Criminal Conviction**

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

#### **2.156 Termination for Approvals Rescinded**

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State must pay the Contractor for only the work completed to that point under this Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

#### **2.157 Rights and Obligations upon Termination**

(a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of this Contract and which are resulting from this Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.



(b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for Services and Deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

#### **2.158 Reservation of Rights**

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

#### **2.160 Termination by Contractor**

##### **2.161 Termination by Contractor**

If the State breaches this Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.190** before it terminates this Contract.

#### **2.170 Transition Responsibilities**

**2.171 Contractor Transition Responsibilities – Deleted Not Applicable**

**2.172 Contractor Personnel Transition – Deleted Not Applicable**

**2.173 Contractor Information Transition – Deleted Not Applicable**

**2.174 Contractor Software Transition – Deleted Not Applicable**

**2.175 Transition Payments – Deleted Not Applicable**

**2.176 State Transition Responsibilities – Deleted Not Applicable**

#### **2.180 Stop Work**

**2.181 Stop Work Orders – Deleted Not Applicable**

**2.182 Cancellation or Expiration of Stop Work Order – Deleted Not Applicable**

**2.183 Allowance of Contractor Costs – Deleted Not Applicable**

#### **2.190 Dispute Resolution**

**2.191 In General – Deleted Not Applicable**





**2.192 Informal Dispute Resolution – Deleted Not Applicable**

**2.193 Injunctive Relief – Deleted Not Applicable**

**2.194 Continued Performance – Deleted Not Applicable**

**2.200 Federal and State Contract Requirements**

**2.201 Nondiscrimination**

In the performance of this Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract must contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of this Contract.

**2.202 Unfair Labor Practices**

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under Section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to this Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under Section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of this Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

**2.203 Workplace Safety and Discriminatory Harassment**

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

**2.204 Prevailing Wage – Deleted Not Applicable**

**2.210 Governing Law**

**2.211 Governing Law**

This Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

**2.212 Compliance with Laws**

Contractor must comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

**2.213 Jurisdiction**

Any dispute arising from this Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

**2.220 Limitation of Liability**

**2.221 Limitation of Liability**

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of



United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of this Contract.

## **2.230 Disclosure Responsibilities**

### **2.231 Disclosure of Litigation**

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of this Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (i) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
  - (a) Contractor and its Subcontractors must be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
  - (b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:

- (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DTMB-Purchasing Operations.
- (2) Contractor must also notify DTMB Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
- (3) Contractor must also notify DTMB Purchasing Operations within 30 days whenever changes to company affiliations occur.

### **2.232 Call Center Disclosure – Deleted Not Applicable**

### **2.233 Bankruptcy**

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.



Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

**2.240 Performance**

**2.241 Time of Performance– Deleted Not Applicable**

**2.242 Service Level Agreements (SLAs) – Deleted Not Applicable**

**2.243 Liquidated Damages – Deleted Not Applicable**

**2.244 Excusable Failure**

Neither party will be liable for any default, damage, or delay in the performance of its obligations under this Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military, or otherwise), power failure, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. but the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under this Contract for so long as the delay in performance continues; (b) the State may terminate any portion of this Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under this Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

**2.250 Approval of Deliverables**

**2.251 Delivery Responsibilities – Deleted Not Applicable**

**2.252 Delivery of Deliverables – Deleted Not Applicable**



- 2.253 Testing – Deleted Not Applicable
- 2.254 Approval of Deliverables, In General – Deleted Not Applicable
- 2.255 Process for Approval of Written Deliverables – Deleted Not Applicable
- 2.256 Process for Approval of Services – Deleted Not Applicable
- 2.257 Process for Approval of Physical Deliverables – Deleted Not Applicable
- 2.258 Final Acceptance – Deleted Not Applicable

**2.260 Ownership**

- 2.261 Ownership of Work Product by State – Deleted Not Applicable
- 2.262 Vesting of Rights – Deleted Not Applicable
- 2.263 Rights in Data – Deleted Not Applicable

**2.264 Ownership of Materials**

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into this Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

**2.270 State Standards**

- 2.271 Existing Technology Standards – Deleted Not Applicable
- 2.272 Acceptable Use Policy – Deleted Not Applicable
- 2.273 Systems Changes – Deleted Not Applicable

**2.280 Extended Purchasing**

- 2.281 MIDEAL – Deleted Not Applicable
- 2.282 State Employee Purchases – Deleted Not Applicable

**2.290 Environmental Provision**

- 2.291 Environmental Provision – Deleted Not Applicable

**2.300 Other Provisions**

**2.311 Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials**

Equipment, materials, or supplies, that will be furnished to the State under this Contract must not be produced in whole or in part by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

“Forced or indentured child labor” means all work or service: exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.



Attachment A, Price Proposal

TITLE CODE	NAME OF PUBLICATION	FREQUENCY	PRICE (in dollars)
003820404N	ACA Spotlight	QR	\$ 31.50
004363008	Academy of Management Journal	BM	
005738497N	Accra Cost of Living Index	OR	\$ 177.00
013283049N	Admin. In Social Work	QR	
014878003N	Advanced Technology Libraries	MO	
018749531N	Advocate/Mental Health Assn in Michigan	OR	\$ 37.00
023373780N	Against The Grain	IR	
023894850N	Aging Alert – MI	MO	\$ 25.20
032708570N	Alger County Historical Soc. Membership	AN	\$ 22.00
033551631N	Allen County Genealogical Society of Indiana	AN	
034324517	Alpena News	DA	\$ 144.00
034723023	Alternative Dispute Resolution <b>ESTIMATED PRICE</b> <b>\$89.00</b>	OR	
036848018N	American Archivist/For Institutions	SA	\$ 181.00
037388022N	American Assoc. Of Retired Persons Membership	AN	
037388030N	American Assoc. Of Retired Persons Membership	AN	
038177002	American Book Publishing Record	MO	
039083001	American City and County/For Libraries and Schools	MO	
039107354N	American Civil Liberties Union Membership	AN	\$ 32.00
040130007N	American Economic Review	IR	
040372336	American Enterprise/For Us Canada Only	IR	
041281007N	American Genealogist	QR	
041690009	American Heritage – Flexible	IR	
041839002	American Historical Review – Class 1	BM	
042155598N	American Humane Assoc. Professional Membership	AN	
042659458N	American Institute for Conservation Book and Paper Membership	AN	
042660100N	American Institute for Conservation Membership	AN	
043222009	American Journal of Archaeology	QR	
044143774F	American Journal of Political Science	QR	



044264000N	American Journal of Public Health	MO	
044710952N	American Law Institute- American Bar Assoc. Membership	AN	
044921005N	American Library Assoc Membership	AN	
045517000	American Midland Naturalist	QR	
047207774	American Prospect	OR	
047322003	American Psychologist/Surface Mail	OR	
048125009	American School Board Journal	MO	
049330046N	American Spirit/Formerly Daughters of American Revolution Mag.	BM	
050573567	Americans w/ Disabilities Act Compliance Manual	OR	
053709010N	Ancestry-UT	BM	
055680003	Ann Arbor News/Daily and Sunday	DS	
055680540N	Ann Arbor Observer	OR	\$ 32.00
058925009	Annals of Iowa	QR	
063480008N	Ansearchin News	QR	
077431815	Argus Press	DA	\$ 182.00
088176698N	Assoc. For Gravestone Studies Membership	AN	
088427752N	Assoc. of Professional Genealogists Membership	AN	
091370007	Atlantic Monthly	IR	
094307105	Audubon	BM	
100566009	Automobile Quarterly/PA/Surface Mail	QR	\$ 79.95
100876036	Automotive Industries – Print + Online	MO	\$ 88.00
100977008	Automotive News	WK	
100977024	Automotive News – Print and Online	WK	\$ 159.00
100978006N	Automotive News Market Data Book	AN	\$ 71.00
105659463N	Avotaynu/The International Review of Jewish Genealogy	QR	
107271348N	Barage Bulletin/Publication of the Bishop Baraga Assoc	QR	\$ 13.50
107644619	Barrons	WK	\$ 149.00
108763004	Battle Creek Enquirer News	DS	\$ 322.98
109332007	Bay City Times	DS	\$ 219.00
115644700N	Between the Lines	WK	
124875006	Black Enterprise	MO	
131057002N	Booklist	IR	
141119289N	Brookings Papers on Economic Activity	IR	
147819007	Bulletin of the Center for Childrens Books	IR	





148654007	Bulletin of the Detroit Institute of Arts	SA	\$ 15.00
152683009N	Bulletin of the Michigan Dental Hygienists	TQ	\$ 21.34
160941118N	Business Outlook for West Michigan	QR	\$ 37.00
161656640	Business Updated-MI	MO	\$ 24.00
161677240	Business Week – Print and Online	WK	
172037004	Campaigns and Elections	MO	
180047011N	Capital Source	AN	
187129275	Cato Journal – Print and Online	TQ	
187276829N	Cause Advocate	QR	\$ 15.00
193153798	Charlevoix Courier – MI	WK	\$ 80.00
194303178	Chelsea Standard	WK	\$ 45.00
197494230N	Chesapeake & Ohio Historical Magazine	MO	\$ 51.00
198449894N	Chicago Genealogical Society Membership	AN	
199840000	Child Welfare	BM	
202662006N	Choice – Current Reviews for Academic Libraries	MO	\$ 244.68
205449036	Chronicle of Higher Education – Print and Online	IR	\$ 82.50
205458011N	Chronicle of Higher Education – Almanac	AN	\$ 27.00
205555055	Chronicle of Philanthropy – Print and Online	SM	
206707002	Church and State	MO	
214408692	Closing the Gap/For Us, Canada and Mexico	BM	
221586001	Commentary: American Jewish Community	MO	
223640004	Commonweal	IR	
225087279N	Community College Journal	BM	
229319058	Computers in Libraries	IR	
230990574N	Conference of International Assoc. for Great Lakes Research	AN	\$ 22.00
231916008	Congressional Digest	OR	\$ 84.00
232374009N	Connecticut Ancestry	QR	
232760579N	Connections – MI	OR	\$ 31.50
234883858	Consumer Reports	IR	\$ 29.00
234901007N	Consumer Reports Buying Guide	AN	\$ 25.49
242905164	County Press	SW	\$ 71.50
243664455	CQ Weekly Full Service	OR	
243799657	Crains Detroit Business	WK	\$ 59.00
245157730	Criminal Justice Policy Review	QR	
245377270N	Crisis-Microfiche	OR	
245377353N	Crisis/Formerly/New Crisis	BM	
256551607	Daily News	DS	\$ 325.20
257312520	Daily Tribune	DS	\$ 144.48



267552008	Detroit Free Press	DS	
267585842N	Detroit Historical Society	AN	\$ 52.00
267628572N	Detroit Marine Historian	MO	\$ 31.50
267683001	Detroit News	DS	
267732006N	Detroit Society for Genealogical Research	IR	\$ 32.00
281736017	Dowagiac Daily News	SA	\$ 129.00
282707462	Driftwood Review	AN	\$ 11.50 NOT DUE FOR RENEWAL
285884615	Early American Studies: An Interdisciplinary Journal – Print and Online	SA	
289821977	Economic Development Quarterly	QR	
291529360F	Economist – Print and Online	WK	
291661098	Econtent – Print and Online	IR	
292776002	Education – AL	QR	
293184008	Education Digest	MO	
293925004	Education and Urban Society	QR	
293962510	Education Week – Print and Online	OR	
294531009	Educational Leadership	IR	
294881719	Educational Policy	IR	
304819501	Employee Privacy Law and Practice	OR	
310228002	Environment - DC	IR	
310738000N	Environmental Law	QR	
311564397N	EPIC-MRA Report – Michigan ED	MO	
312345101	Equity and Excellence in Education	QR	
312345135	Equity and Excellence in Education – Print and Online	QR	
319975108F	Evertons Genealogical Helper	BM	
326616869F	Family Chronicle	BM	
326805439F	Family History News and Digest	SA	
328601034	Farm Journal	IR	
331293001N	Federal Grants Management Handbook	MO	
332454701N	Federation of Genealogical Societies Membership	AN	
335118006N	Fifth Estate	QR	\$ 32.00
337742191N	Finder Binder – Detroit Area	AN	\$ 302.00
340927003	Flint Journal	DS	\$ 216.00
347436008	Forbes	BW	
350466009	Fortune – Domestic Ed	OR	
351597307	Foundation News and Commentary	BM	





354423691N	French Canadian Heritage Society of MI	AN	
355269739N	Friends of Libraries of USA Membership	AN	
355423294N	From the Ground UP-MI	BM	\$ 22.50
357163575	Fulltext Sources Online	SA	\$ 333.00
358701001	Futurist – Surface Mail	BM	
362263006N	Genealogical Magazine of New Jersey	TQ	
362344707N	Genealogist/APSG	SA	
362345001NF	Genealogists Magazine	QR	
373747005	Government Executive	IR	
373747203N	Government Finance Officers Assoc. Membership	IR	
373796697	Government Information Quarterly	IR	
373796721	Government Information Quarterly – Print and Online	IR	
375049996	Grand Haven Tribune	IR	\$ 168.00
375074630N	Grand Rapids/For Us	MO	\$ 36.00
375076072N	Grand Rapids Historical Society Membership	AN	\$ 42.00
375077005	Grand Rapids Press	DS	\$ 296.17
375267069	Grants for Libraries Hotline <b>ESTIMATED PRICE</b> <b>\$344.92</b>	MO	
376418349N	Great Lakes Aquatic Habitat	BM	\$ 62.00
376419453N	Great Lakes Brewing News	BM	\$ 24.15
376419503N	Great Lakes Bulletin	QR	\$ 15.00
376483558	Great Lakes Seaway Review	QR	\$ 22.50
376495180N	Great Migration Newsletter	QR	
377434006N	Greenwoods Guide to Great Lakes Shipping	AN	\$ UNABLE TO LOCATE PUBLISHER
377438007	Greenwoods Lake Boats	AN	\$ UNABLE TO LOCATE PUBLISHER
378164032N	Grosse Pointe Historical Society Membership	AN	\$ 47.00
378775100F	Growth and Change – Print and Online	OR	
383526001N	Halve Maen	QR	
385739008N	Harlows Wooden Man	QR	\$ 42.00
385935002	Harpers Magazine – Regular ED	MO	
386291009	Harvard Business Review	MO	\$ 79.00
386407019	Harvard Educational Review – Print and Online	QR	
387039209	Hastings Center Membership	AN	
387859374	Health	IR	
387887565	Health Affairs – Print and Online	BM	

**Contract No. 071B1300135**



387975022N	Health Care Weekly Review	WK	\$ 45.74
388811515N	Heartland Institute Membership	AN	\$ 112.00
390747301	Herald Palladium	DA	\$ 396.00
394918734N	Historical Society of MI Membership	AN	\$ 77.00
402116347	Hour Detroit	MO	\$ 29.95
403677776N	Hownikan/People of the Fire	MO	\$ 16.50
403739758	HR Magazine	MO	
411846009N	Illinois State Genealogical Society Quarterly	QR	
411869001N	Illinois State Historical Society Membership	AN	
414334250	INC – Print and Online	MO	
421027939N	Indiana Genealogical Society Membership	AN	
421043001N	Indiana Historical Society Membership	AN	
421150673N	Indiana Libraries/Incorps Indiana Media Journal	SA	
428138622N	Information Outlook/Incorps Special Libraries and Specialist	MO	
429871635N	Ingham County Genealogical Society Membership	AN	\$ 22.00
430285007	Inland Seas	QR	\$ 36.75
431236843	Inside Web Design	OR	
434987244N	Intellectual Ammunition	BM	
436666002	Internal Auditor	BM	
437457351N	International Assoc. for Great Lakes Research Membership	AN	\$ 536.00 SEE JRNL OF GREAT LAKES RESEARCH
451779789N	Ionia County Genealogical Society Newsletter	QR	\$ 27.00
453365546N	Irish Genealogical Society of MI Membership	AN	\$ 24.00
456271170	Issues in Science and Technology – Print and Online	QR	
457283588	Izaak Walton League of America	AN	
458266004	Jackson Citizen Patroit	DS	\$ 145.54
459056537	Jama: Journal of the American Medical Assoc.	OR	\$ 840.00
465533024	Journal – American Water Works	MO	
465726040	Journal of Academic Librarianship	BM	
466164266N	Journal of the Afro American Historical and Genealogical Society	SA	



466433000	Journal of the Air and Waste	MO	
467869822N	Journal of The American Planning Association	QR	
469691000	Journal of Applied Rehabilitation Counseling	QR	
476451000	Journal of Education – MA	TQ	
476461009	Journal of Education Finance	QR	
479847022N	Journal of Forestry	IR	
480716638N	Journal of Government Financial Mgmt	QR	
480875194	Journal of Health and Human Services Admin	SA	
481657005	Journal of Higher Education – OH	BM	
482283025N	Journal of Illinois History	QR	
483914123N	Journal of Interlibrary Loan Document Delivery and Electronic Reserve	QR	
485666051N	Journal of Library – Admin	OR	
487557696N	Journal of the MI Dental Assoc.	MO	\$ 27.00
492404769	Journal of Policy Analysis and Mgmt	QR	
493392492	Journal of Public Health Policy	QR	
497019000	Journal of Soil and Water Conservation	BM	
503002008	Kalamazoo Gazette	DS	\$ 389.00
505800003N	Kentucky Historical Society	AN	
507816056	Kiplingers Personal Finance	MO	
508986528N	Knox County Genealogical Society Membership	AN	
514425792	Lake Effect	QR	\$ 26.25
514454511N	Lake Superior Magazine	BM	\$ 34.95
514454776N	Lake Superior Marine Museum	AN	\$ 87.00
514483007	Lakeland Boating	IR	\$ MUST ORDER DIRECT
516093002	Lansing State Journal	DS	
516139862N	Lapeer County Genealogical	AN	\$ 27.00
518998471	Law of Torts	OR	
521674002N	Legislative Studies	QR	\$ 327.00
524095072	Libraries and The Cultural Record	QR	
524402542F	Library Collections Acquisitions and Technical Services	QR	
524744588NF	Library Hi Tech News – Print and Online	IR	
524767282	Library Hotline	WK	
524767282	Library Hotline	WK	

Contract No. 071B1300135



524849023	Library Journal – includes online	OR	\$157.99
525143020N	Library Quarterly –Print and Online	QR	
525388005N	Library Technology Reports	BM	
525420006	Library Trends	QR	
530595974N	Little Traverse Conservancy Membership	AN	\$ 37.00
530813096	Live Steam and Outdoor Railroading	BM	\$ 39.95
532373677N	Local State Funding Report	WK	
532895240N	Log Cabin News	QR	\$ 47.00

			\$
536949019NF	Loyalist Gazette	SA	
539961300	Mackinac Associates Membership	AN	\$ 52.00
539998005F	Macleans Magazine	WK	
540023009	Macomb Daily-by mail	DA	\$ 282.00
545543365N	Managing People at Work – Print and Online	MO	
546138991	Manistee News Advocate	DA	\$ 132.23
551699002N	Maryland Genealogical Society Membership	AN	
552111569N	MASB Headlines	SM	\$ 31.50
556501633N	Mayflower Descendant	SA	
562631051	Medigram	IR	\$ COMES WITH MICHIGAN MEDICINE
570879007	Michigan Archaeologist <b>ESTIMATED PRICE \$52.00</b>	QR	\$ WILL ORD WHEN CURRENT
570879403N	Michigan Archival Associate Membership	AN	\$ 27.00
570896019N	Michigan Audubon Society Membership	AN	\$ 42.00
570940346N	Michigan Birds and Natural History	IR	\$ 37.00
571092006N	Michigan Christian Advocate	OR	\$ 20.25
571124007	Michigan Chronicle	WK	\$ 46.49
571210145	Michigan Daily	OR	
571304997N	Michigan Environmental Report	BM	\$ 67.00
571337005	Michigan Farmer	OR	\$ 26.95
571350677N	Michigan Forest Assoc. Membership	AN	\$ 52.00
571350768N	Michigan Forests – For Libraries Only	QR	\$ 32.00
571511005N	Michigan Jewish History	AN	\$ 48.00
571564301N	Michigan Library Assoc. Membership	AN	\$ 452.00
571584507N	Michigan Manufacturers Directory	AN	\$ 202.95
571614007	Michigan Medicine C-W Medigram	OR	\$ 110.00

**Contract No. 071B1300135**



571746007	Michigan Oil and Gas News	WK	\$ 120.00
571762004N	Michigan Out of Doors	MO	\$ 42.00
571828003	Michigan Petroleum Directory	AN	\$ 76.00
571845007N	Michigan Pharmacist	IR	\$ 52.00
571954056N	Michigan Reading Association Membership	AN	\$ 47.00
571985266N	Michigan Review	IR	\$ 47.00
571992007N	Michigan Riparian	QR	\$ 22.00
572008001	Michigan Roads and Construction	WK	\$ MUST ORDER DIRECT
572015493N	Michigan Runner	IR	\$ 29.00
572062008	Michigan Sportsman	MO	\$ 19.97
572217214N	Michigan Traveler	MO	\$ 17.55
575124219	Midwest Living	BM	\$ 16.65
580031763N	Minnesota Genealogical Journal	SA	
580056000N	Minnesota History	QR	
589920008	Money	OR	
591318183	Monroe Evening News	DA	\$ 165.00
598582005	Motor Trend	MO	\$ 10.00
600583017	MS	QR	
604706044	Muskegon Chronicle	DS	\$ 192.00
608232005	Nation-NY-w/out index	IR	\$ 90.00
610464000	National Civic Review – for Institutions	QR	
610991671	National Council on Public History Membership	AN	
612095943N	National Genealogical Society Membership	AN	
612867002	National Journal	OR	
612867036	National Journal – Print and Online – for Libraries only	OR	
613756857	National Parks :The Magazine of the National Parks and Conservation Assoc.	QR	
614656569	National Review	IR	
615292190N	National Storytelling Assoc. Membership	AN	
615446051	National Tax Journal	QR	
615657509N	National Trust Forum Membership	AN	
615791852	National Underwriter – Property and Casualty Risk and Benefits Mgmt Edition	OR	
616102000	National Wildlife	BM	
616260691	Nations Cities Weekly	WK	
616263000	Nations Health	MO	
616337259	Native Sun Newsletter	MO	\$ 16.50
616582003	Natural History	IR	
618588339N	NEA Today	IR	
624537890N	New England Historical and Genealogical Register	QR	
624660072	New England Journal of Medicine – US ED	WK	\$ 730.00



626584221	New Library Scene	QR	
628146003	New Republic	IR	
629541004N	New York Genealogical and Biographical Record	QR	
629611005	New York History	QR	
629760000	New York Library Assoc. Membership	AN	
630195006	New York Review of Books	IR	
631279007	New Yorker	OR	
635556004N	Newsletter on Intellectual Freedom	BM	
635734114N	Newsletter of the Michigan Entomological Society	OR	\$ 57.00 C/W MICHIGAN ENTOMOLOGICAL SOC MEMB
636555005	Newsweek – Reg Ed	WK	
637654849	Niles Daily Start	DA	\$ 138.00
640642500	North Carolina Genealogical	AN	
641456009	North Woods Call	OR	\$ 30.00

649295011	Oakland Press	DS	\$ 332.07
650888076N	Occupational Safety and Health Law	OR	
652704602	Offbeat – MI	OR	\$ 6.50
655658854N	Ohio: The Cross of Our Nation Records and Pioneer Families	QR	
655799492N	Ohio Civil War Genealogy Journal	QR	
655949808N	Ohio Genealogical Society Membership	AN	
656424405	Ohio Valley History	QR	
657245494	Djibwe Akiing=Ojibway Turf	MO	\$ 35.00 SEE NEWS FROM INDIAN COUNTRY
659311989	Online – English Ed	BM	
659491203NF	Ontario Genealogical Society Membership	OR	
659491211NF	Ontario Genealogical Society Membership	AN	
664076007	Organizational Dynamics	OR	
664076023	Organizational Dynamics – Print and Online	OR	
664927571N	Origins-MI	SA	\$ 22.00
667791008	Outdoor Life	MO	
673747671N	Palatines to America Membership	AN	
678148008N	Parks and Recreation – VA	MO	
679054692N	Passages North	AN	\$ 25.00
679250373N	Pastfinder	MO	
680748845	PC Magazine	IR	
682340005	Peninsula Poets	SA	\$ 27.00
682652003N	Pennsylvania Genealogical	SA	



	Magazine		
682680541N	Pennsylvania Historical Assoc. Membership	AN	
682809744	Pennsylvania Legacies	SA	
682849005	Pennsylvania Magazine of History and Biography	QR	
687579987	Petoskey News Review	SA	\$ 253.00
687677946	Phi Kappa Phi Forum	TQ	
697910032	Pioneer – Big Rapids, MI	IR	\$ 108.00
699576963N	Planning Advisory Service	OR	
699806410	Planning and Zoning News	MO	\$ 187.00
703952929N	Pointers – CA	QR	
704722792	Policy and Practice	QR	
704731348	Policy Review – NY	BM	
704773001F	Policy Studies Journal – For Americans	OR	
704773100F	Policy Studies Journal – Print and Online	OR	
704930007N	Polish American Historical Association Membership	AN	
705064251N	Polish Genealogical Society Membership	AN	
707979019N	Popular Government – Print and Online	TQ	
708330006	Popular Science	MO	

			\$
708396007N	Population Bulletin	QR	
708535000	Population Reference Bureau Membership	AN	
717769004	Prison Journal	QR	
731768008	Progressive	MO	
732342001N	Prologue/National Archives	IR	
734689029	Psychiatric Services	MO	
735846008	Psychology Today	BM	
736604034	Public Admin. Review	BM	
736834466F	Public Budgeting and Finance	QR	
737413005N	Public Management-PM	MO	
737435859	Public Manager	QR	
737515023	Public Personnel Mgmt	QR	
739362028	Publishers Weekly	WK	\$ 249.99
750055006N	Railway and Locomotive Historical Society Membership	AN	\$ 77.00
755111796N	Rearview Mirror	QR	\$ 18.00
758537633N	Reference and Research Book News	QR	
758551074NF	Reference Services Review	QR	
759952310N	Registry of Michigan Financial Institutions	AN	\$ 118.00
759985005	Regulation – The Cato Review	QR	
766590285	Resource Recycling-North	MO	\$ 39.00





	Americas Recycling and Composting Journal		
768177008	Review of Black Political Economy	QR	
768325052	Review of Economics and Statistics	QR	
768800898N	Review Magazine-MI	OR	\$ 37.00
781874003N	Rhode Island History	TQ	
781897491N	Rhode Island Roots	QR	
790624993	Rural Libraries	SA	
790634094	Rural Library Services	BM	
793248006	Saginaw news	DS	\$ 224.37
794601781	Sales and Marketing Mgmt	MO	\$ 40.00 MERGED WITH SALESFORCEXP
798083002N	SAR Magazine	QR	
798669370N	Sault Tribe News	IR	\$ 25.00
801459017	School Library Journal	MO	
801478314	School Library Media Activities Monthly	MO	
801815531N	School Reform News	MO	\$ 48.00
803597004	Science – Regular Mail	WK	\$ 910.00
804607018	Science News – Print and Online	WK	
805147048NF	Science in Society	QR	
805147071	Science and Society – Print and Online	QR	
806137006	Scientific American	MO	\$ 69.00
821798006N	Skills Mining Review	MO	\$ 81.00
823260013	Smithsonian	MO	
824772024F	Social Science Quarterly	OR	
825102064N	Social Science Review-Print and Online	QR	
824772008F	Social Science Quarterly – For Americans	OR	
825398027	Social Work – Print and Online	QR	
82666003	Society-Social Science and Modern Society	BM	
830822698N	Soo Line Historical and Technical Society	AN	\$ MUST ORDER DIRECT
840851570N	Spartan	OR	\$ 47.21
841618028	Special Report – Tax Foundation	OR	
850635004N	State and Local Government Review	TQ	\$ 195.00
850659046	State News	IR	\$ 45.85 SEE CAPITOL IDEAS
850669623N	State Policy Reports – Fill Service-Worldwide	IR	\$ 232.00
850669748	State Politics and Policy – Quarterly – Print and Online	QR	
861102507	Sturgis Journal	DA	\$ 130.20
861325900N	Style Magazine	BM	
861541399N	Subject Compilations of	AN	





	State Law <b>ESTIMATED PRICE</b> <b>175.00</b>		
868836321	Swedish American Historical Quarterly	QR	
868836339	Swedish American Historical Society Membership – includes 1 publication	AN	
875572844N	TDI National Directory and Resource Guide	AN	
877996124N	Technical Services Quarterly – Print and Online	OR	
878620533	Techniques	OR	
879647782N	Technology Grant News	QR	
879690048N	Technology Review-English Ed – Print and Online	BM	
888235777N	Then and Now Historical and Genealogical Society Membership	AN	
888930005N	Theory Into Practice	QR	
890587686	Three Rivers Commercial News	DA	\$ 157.20
892081001	Time – Domestic Ed	OR	
892283508	Timeline – OH	QR	
892414004	Times Herald	DS	\$ 255.63
896500097	Torts	OR	
897640991N	TPA: The Timber Producer Magazine for Professionals	MO	
897921474	Tracks – MI	MO	\$ 22.00
899455000	Training – Surface Mail	MO	
907275713	Traverse Northern Michigans Magazine	MO	\$ 20.96

908537368N	Triangle Foundation Newsletter – Online	OR	\$ 15.00
915144851N	UMTRI Research Review	QR	\$ ORDERED AT NO CHARGE
916448103N	Uniform Commercial Code	AN	
924299761	Urban Affairs Review	BM	
935354001N	Virginia Magazine of History and Biography	AN	
936260603N	Visit Detroit	QR	\$ 19.99
938152006	Voice of Youth Advocates	BM	
940919004	Wallaces Farmer	OR	
941361008	Wards Auto World	MO	\$ 51.75
941377004N	Wards Automotive Reports	WK	\$ 1552.00
942278003	Washington Monthly	IR	
943690115	Water Environment Research	MO	
944577006	Waters and Wastes Digest	MO	
947100491	Weekly Standard – Print and Online	IR	



949978001N	West Virginia History	SA	
950274001N	Westchester Historian	QR	
952274017N	Western Michigan Genealogical	AN	\$ 32.00
952409001N	Western New York Genealogical Society Journal	QR	
952649184N	Western Pennsylvania History	QR	
957687387N	Wilderness Chronicle	QR	\$ 20.25
958250003	William and Mary Quarterly – for institutions	QR	
958250037	William and Mary Quarterly – Print and Online	QR	
959381260	Wired	MO	
960077014N	Wisconsin Magazine of History – Print and Online	QR	
960093094N	Wisconsin Marine Historical Society Membership	AN	\$ 57.00
960247419N	Wisconsin State Genealogical Society Newsletter	QR	
962482972N	Woods-N-Water News	MO	\$ 24.67
963710975	Workforce Mgmt – Print and Online	SM	
971173901	YC Young Children – Regular Subscription	BM	
<b>Frequencies</b>	MO=Monthly BM=Bi-Monthly QR=Quarterly OR=Varies IR=Irregular AN=Annual SA=Semi-Annual DA=Daily DS=Daily+Sundays WK=Weekly BW=Bi-Weekly TQ=Tri-Quarterly SM=Semi-Monthly SW=Semi-Weekly		\$