

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

June 7, 2010

**CHANGE NOTICE NO. 6
 TO
 CONTRACT NO. 071B4200286
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR West Publishing Corp. 610 Opperman Drive Eagan, MN 55123 ellen.gillespie@thomson.com		TELEPHONE: Malcolm D. Conner 651-848-7968
		BUYER/CA (517) 335-6481 Adam Koenigsknecht
		Contract Compliance Inspector: Karin Eirosius Online Database Services – Dept. of Labor & Economic Growth
CONTRACT PERIOD: From: June 15, 2004 To: December 1, 2010		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE(S):

Effective immediately, this Contract is hereby EXTENDED for 5 ½ months. The revised Contract End Date is December 1, 2010.

In addition: The buyer for this Contract is now Adam Koenigsknecht (517) 335-6481.

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

AUTHORITY/REASON:

Per agency request (PRF dated 4/27/10), vendor agreement (email dated 5/13/10), Administrative Board approval on 6/1/10, and DTMB agreement.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,352,422.00

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

October 13, 2008

**CHANGE NOTICE NO. 5
 TO
 CONTRACT NO. 071B4200286
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR West Publishing Corp. 610 Opperman Drive Eagan, MN 55123 ellen.gillespie@thomson.com		TELEPHONE: Malcolm D. Conner 651-848-7968
		BUYER/CA (517) 373-8622 Malynda Little
		Contract Compliance Inspector: Karin Eirosius Online Database Services – Dept. of Labor & Economic Growth
CONTRACT PERIOD: From: June 15, 2004 To: June 15, 2010		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE(S):

Effective immediately, this Contract is hereby INCREASED by \$642,500.00. All other terms, conditions, specifications, and pricing remain the same.

AUTHORITY/REASON:

Per agency request and DMB/Purchasing Operations' approval.

REVISED CURRENT AUTHORIZED SPEND LIMIT: \$1,352,422.00

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

May 2, 2008

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B4200286
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR West Publishing Corp. 610 Opperman Drive Eagan, MN 55123 ellen.gillespie@thomson.com		TELEPHONE: Malcolm D. Conner 651-848-7968
		BUYER/CA (517) 373-8622 Malynda Little
Contract Compliance Inspector: Karin Eirosius Online Database Services – Dept. of Labor & Economic Growth		
CONTRACT PERIOD: From: June 15, 2004 To: June 15, 2010		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE(S):

Effective immediately, this Contract is hereby **INCREASED** by \$57,108.00. All other terms, conditions, specifications, and pricing remain the same.

AUTHORITY/REASON:

Per agency request and DMB/Purchasing Operations' approval.

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$709,922.00

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

March 18, 2008

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B4200286
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR West Publishing Corp. 610 Opperman Drive Eagan, MN 55123 ellen.gillespie@thomson.com		TELEPHONE: Malcolm D. Conner 651-848-7968
		BUYER/CA (517) 373-8622 Malynda Little
Contract Compliance Inspector: Karin Eirosius Online Database Services – Dept. of Labor & Economic Growth		
CONTRACT PERIOD: From: June 15, 2004 To: June 15, 2010		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE(S):

Effective immediately, this Contract is hereby INCREASED by \$81,763.00. Additionally, the Buyer for this Contract is now Malynda Little (517) 373-8622. All other terms, conditions, specifications, and pricing remain the same.

AUTHORITY/REASON:

Per agency request and DMB/Purchasing Operations' approval.

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$652,814.00

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

May 24, 2007

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B4200286
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR West Publishing Corp. 610 Opperman Drive Eagan, MN 55123	TELEPHONE: Malcolm D. Conner 651-848-7968
	BUYER/CA (517) 241-1916 Jim Wilson
Contract Compliance Inspector: Karin Eirosius Online Database Services – Dept. of Labor & Economic Growth	
CONTRACT PERIOD: From: June 15, 2004 To: June 15, 2010	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE(S):

Effective immediately, this Contract is hereby EXTENDED through June 15, 2010, and INCREASED by \$126,127.00. All other terms, conditions, specifications, and pricing remain the same. NOTE: Buyer is changed to Jim Wilson.

AUTHORITY/REASON:

Per agency request and DMB/PURCHASING OPERATIONS approval.

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$571,051.00

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

May 25, 2006

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B4200286
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR West Publishing Corp. 610 Opperman Drive Eagan, MN 55123	TELEPHONE: Malcolm D. Conner 651-848-7968
	BUYER/CA (517) 241-1647 Irene Pena, CPPB
Contract Compliance Inspector: Karin Eirosius Online Database Services – Dept. of Labor & Economic Growth	
CONTRACT PERIOD: From: June 15, 2004 To: June 15, 2007	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE(S):

Effective immediately, Criminal Records Library Database is hereby added to this Contract per the attached document. Additionally, this Contract is INCREASED by \$11,244.00. All other terms, conditions, specifications and pricing remain the same. NOTE: Buyer is changed to Irene Pena.

AUTHORITY/REASON:

Per vendor letter dated May 12, 2006, agency request and DMB/PURCHASING OPERATIONS approval.

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$444,924.00

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

June 21, 2004

**NOTICE
 TO
 CONTRACT NO. 071B4200286
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR West Publishing Corp. 610 Opperman Drive Eagan, MN 55123	TELEPHONE: Malcolm D. Conner 651-848-7968
	BUYER/CA (517) 241-1145 Lymon C. Hunter, CPPB
Contract Compliance Inspector: Karin Eirosius Online Database Services – Dept. of Labor & Economic Growth	
CONTRACT PERIOD: From: June 15, 2004 To: June 15, 2007	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

The terms and conditions of this Contract are those of ITB # 07114001167 this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: \$ 433,680.00

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

**CONTRACT NO. 071B4200286
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR West Publishing Corp. 610 Opperman Drive Eagan, MN 55123	TELEPHONE: Malcolm D. Conner 651-848-7968
	BUYER/CA (517) 241-1145 Lymon C. Hunter, CPPB
Contract Compliance Inspector: Karin Eirosius Online Database Services – Dept. of Labor & Economic Growth	
CONTRACT PERIOD: From: June 15, 2004 To: June 15, 2007	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB # 071I4001167 this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence. Estimated Contract Value: \$ 433,680.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No.071I4001167. Orders for delivery of equipment will be issued directly by the Department of Labor & Economic Growth through the issuance of a Purchase Order Form.

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

FOR THE VENDOR: <hr/> <p style="text-align: center;">West Publishing Corp.</p> <hr/> <p style="text-align: center;">Firm Name</p> <hr/> <p style="text-align: center;">Authorized Agent Signature</p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <hr/> <p style="text-align: center;">Date</p>	FOR THE STATE: <hr/> <p style="text-align: center;">Signature</p> <hr/> <p style="text-align: center;">Lymon C. Hunter, CPPB</p> <hr/> <p style="text-align: center;">Name</p> <hr/> <p style="text-align: center;">Strategic Business Development, Acquisition Services</p> <hr/> <p style="text-align: center;">Title</p> <hr/> <p style="text-align: center;">Date</p>
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**ACQUISITION SERVICES
STATE OF MICHIGAN**

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Attachment 1: Pricing Proposal

DEFINITION OF TERMS

TERMS	DEFINITIONS
Contract	A binding agreement entered into by the State of Michigan resulting from a vendor's proposal; see also "Blanket Purchase Order."
Contractor	The successful vendor who is awarded a Contract.
DMB	Michigan Department of Management and Budget
RFP	Request For Proposal - A term used by the State to solicit proposals for services such as consulting. Typically used when the requesting agency requires vendor assistance in identifying an acceptable manner of solving a problem.
ITB	Invitation to Bid - A generic form used by Acquisition Services to solicit quotations for services or commodities. The ITB serves as the document for transmitting the RFP to interested potential vendors.
Successful Vendor	The vendor(s) awarded a Contract as a result of a solicitation.
State	The State of Michigan For Purposes of Indemnification as set forth in section I-J, State means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.
Blanket Purchase Order	Alternate term for "Contract" used in the State's Computer system (Michigan Automated Information Network [MAIN])
Expiration	Except where specifically provided for in the Contract, the ending and termination of the contractual duties and obligations of the parties to the Contract pursuant to a mutually agreed upon date.
Cancellation	Ending all rights and obligations of the State and Contractor, except for any rights and obligations that are due and owing.
Work Product	Work Product means any data compilations, reports, and any other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of and in furtherance of performing the services required by this Contract.



SECTION I

CONTRACTUAL SERVICES TERMS AND CONDITIONS

I-A PURPOSE

The purpose of this contract is to establish an agreement for electronic database services; specifically legal information, public record information, news and business information for purposes of conducting all phases of investigations, issuing licenses, and responding to complaints including legal research and hearing preparation.

This contract is the following type:

-x- Other (fixed price bid)

I-B TERM OF CONTRACT

The State of Michigan is not liable for any cost incurred by any vendor prior to signing of a Contract by all parties. The activities in this Contract cover the period June 15, 2004 through June 15, 2007. The State fiscal year is October 1st through September 30th. The prospective Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations.

I-C ISSUING OFFICE

This CONTRACT is issued by the State of Michigan, Department of Management and Budget (DMB), Acquisition Services, hereafter known as Acquisition Services, for the State of Michigan, Department of Labor and Economic Growth (DLEG). Where actions are a combination of those of Acquisition Services and **(DLEG)**, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the services described herein. Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the prices, specifications, terms, and conditions of this Contract. ACQUISITION SERVICES will remain the SOLE POINT OF CONTACT throughout the procurement process, until such time as the Director of Acquisition Services shall direct otherwise in writing. See Paragraph II-C below. All communications concerning this Contract must be addressed to:

Department of Management and Budget
Acquisition Services
Attn: Lymon C. Hunter, CPPB
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) (241-1145)
HunterL@Michigan.gov



I-D CONTRACT ADMINISTRATOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement, it is anticipated that the Director of Acquisition Services will direct that the person named below or any other person so designated be authorized to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of this Contract implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications herein. That authority is retained by Acquisition Services. The Contract Administrator for this project is:

Karin Eirosius
Department of Labor & Economic Growth
P.O. Box 30004
Lansing, MI 48909
kmeiros@michigan.gov
517 335-1967 telephone
517 373-2927 fax

I-E COST LIABILITY

The State of Michigan assumes no responsibility or liability for costs incurred by the Contractor prior to the signing of this agreement. Total liability of the State is limited to the terms and conditions of this Contract.

I-F CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities offered in their proposal whether or not that Contractor performs them. Further, the State will consider the Prime Contractor to be the sole point of contact with regard to contractual matters, including but not limited to payment of any and all costs resulting from the anticipated Contract. If any part of the work is to be subcontracted, the contractor must notify the state and identify the subcontractor(s), including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. The State reserves the right to approve subcontractors for this project and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract.

I-G NEWS RELEASES

News releases pertaining to this document or the services, study, data, or project to which it relates will 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 program are to be released without prior approval of the State and then only to persons designated.

I-H DISCLOSURE

All information in a vendor's proposal and this Contract is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, *et seq.*



I-I ACCOUNTING RECORDS

The Contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three (3) years from the expiration date and final payment on the Contract or extension thereof.

I-J INDEMNIFICATION

1. General Indemnification

The Contractor shall indemnify, defend and hold harmless the State from and against all lawsuits, liabilities, damages and claims or any other proceeding brought against the State by any third party (which for the purposes of this provision shall include, but not be limited to, employees of the State, the Contractor and any of its subcontractors), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

- (a) any breach of this Contract or negligence or intentional tortious act by the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable, in the performance of this Contract;
- (b) the death or bodily injury of any person or the damage, loss or destruction of any real or bodily property in connection with the performance of this Contract by the Contractor, or any of its subcontractors, or by anyone else for whose acts any of them may be liable provided, and to the extent that the injury or damage was caused by the fault or negligence of the Contractor.
- (c) any act or omission of the Contractor or any of its subcontractors in their capacity as an employer in the performance of this Contract;
- (d) any claim, demand, action or legal proceeding against the State arising out of or related to occurrences, if any, that the Contractor is required to insure against as provided in this Contract.

2. Indemnification Obligation Not Limited

In any and all claims against the State by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall 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 benefits acts, or any other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, 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 subclause.



3. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or cancellation.

I-K LIMITATION OF LIABILITY

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not be applicable for claims arising out of gross negligence, willful misconduct, or Contractor's indemnification responsibilities to the State as set forth in Section I-J with respect to third party claims, action and proceeding brought against the State.

I-L NON INFRINGEMENT/COMPLIANCE WITH LAWS

The Contractor warrants that in performing the services called for by this Contract it will not violate any applicable law, rule, or regulation, including but not limited to, any United States patent, trademark, copyright, or trade secret.

I-M CONFIDENTIALITY OF DATA AND INFORMATION

1. All financial, statistical, personnel, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this section.

2. The Contractor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Contractor without restriction, (3) information independently developed or acquired by the Contractor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Contractor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.



I-N REMEDIES FOR BREACH OF CONFIDENTIALITY

The Contractor acknowledges that a breach of its confidentiality obligations as set forth in section I-Q of this Contract shall be considered a material breach of the Contract. Furthermore the Contractor acknowledges that in the event of such a breach the State shall be irreparably harmed. Accordingly, if a court should find that the Contractor has breached or attempted to breach any such obligations, the Contractor will not oppose the entry of an appropriate order restraining it from any further breaches or attempted or threatened breaches. This remedy shall be in addition to and not in limitation of any other remedy or damages provided by law.

I-O CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him/her from claims set forth below which may arise out of or result from the Contractor's operations under the Contract (Purchase Order), whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' disability compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' disability compensation laws of any other State the Contractor shall have insurance or participate in a mandatory State fund to cover the benefits payable to any such employee.
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees.
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees, subject to limits of liability of not less than \$300,000.00 each occurrence and, when applicable \$1,000,000.00 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
- (4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000.00 each occurrence for non-automobile hazards and as required by law for automobile hazards.
- (5) Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$300,000.00 each occurrence and when applicable, \$1,000,000.00 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under the Indemnification clause of the Contract (Purchase Order).



BEFORE STARTING WORK THE CONTRACTOR'S INSURANCE AGENCY MUST FURNISH TO THE DIRECTOR OF ACQUISITION SERVICES, ORIGINAL CERTIFICATE(S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled until at least thirty days prior written notice bearing the Contract Number or Purchase Order Number has been given to the Director of Acquisition Services.

I-P NOTICE AND RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature 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.

I-Q CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

1. **Material Breach by the Contractor.** In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.



2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall 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 the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The 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 project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.

5. Approval(s) Rescinded. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 4-6. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

I-R RIGHTS AND OBLIGATIONS UPON CANCELLATION

1. If the Contract is canceled by the State for any reason, the Contractor shall, (a) stop all work as specified in the notice of cancellation, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Work Product or other property derived or resulting from the Contract that may be in the Contractor's possession, (c) return all materials and property provided directly or indirectly to the Contractor by any entity, agent or employee of the State, (d) transfer title and deliver to the State, unless otherwise directed by the Contract Administrator or his or her designee, all Work Product resulting from the Contract, and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or cancellation settlement costs, to the maximum practical extent, including, but not limited to, canceling or limiting as otherwise applicable, those



subcontracts, and outstanding orders for material and supplies resulting from the canceled Contract.

2. In the event the State cancels this Contract prior to its expiration for its own convenience, the State shall pay the Contractor for all charges due for services provided prior to the date of cancellation and if applicable as a separate item of payment pursuant to the Contract, for partially completed Work Product, on a percentage of completion basis. In the event of a cancellation for cause, or any other reason under the Contract, the State will pay, if applicable, as a separate item of payment pursuant to the Contract, for all partially completed Work Products, to the extent that the State requires the Contractor to submit to the State any such deliverables, and for all charges due under the Contract for any cancelled services provided by the Contractor prior to the cancellation date. All completed or partially completed Work Product prepared by the Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and the Contractor shall be entitled to receive just and fair compensation for such Work Product. Regardless of the basis for the cancellation, the State shall not be obligated to pay, or otherwise compensate, the Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
3. If any such cancellation by the State is for cause, the State shall have the right to set-off against any amounts due the Contractor, the amount of any damages for which the Contractor is liable to the State under this Contract or pursuant to law and equity.
4. Upon a good faith cancellation, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Work Product under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

I-S EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); 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 such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such 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. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions



for more than 14 consecutive 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 from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable thereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. 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 as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the 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.

I-T ASSIGNMENT

The Contractor shall not have the right to assign this Contract or to 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 State. Any purported assignment in violation of this section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the State Acquisition Services Director.

I-U DELEGATION

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named in the bid unless the State Acquisition Services Director has given written consent to the delegation.

I-V NON-DISCRIMINATION CLAUSE

In the performance of any Contract or purchase order resulting herefrom, the vendor agrees not to discriminate against any employee or applicant for employment, with respect to their 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, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The vendor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, *et seq*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

I-W MODIFICATION OF SERVICE

The Director of Acquisition Services reserves the right to modify this service during the course of this Contract. Such modification may include adding or deleting tasks that this service shall encompass and/or any other modifications deemed necessary.



This Contract may not be revised, modified, amended, extended, or augmented, except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

The State reserves the right to request from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. The Contractor shall provide a change order process and all requisite forms. The State reserves the right to negotiate the process during contract negotiation. At a minimum, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

1. Within five (5) business days of receipt of a request by the State for any such change, or such other period of time as to which the parties may agree mutually in writing, the Contractor shall submit to the State a proposal describing any changes in products, services, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The price adjustment shall be based on a good faith determination and calculation by the Contractor of the additional cost to the Contractor in implementing the change request less any savings realized by the Contractor as a result of implementing the change request. The Contractor's proposal shall describe in reasonable detail the basis for the Contractor's proposed price adjustment, including the estimated number of hours by task by labor category required to implement the change request.
2. If the State accepts the Contractor's proposal, it will issue a change notice and the Contractor will implement the change request described therein. The Contractor will not implement any change request until a change notice has been issued validly. The Contractor shall not be entitled to any compensation for implementing any change request or change notice except as provided explicitly in an approved change notice.
3. If the State does not accept the Contractor's proposal, the State may:
 - a) withdraw its change request; or
 - b) modify its change request, in which case the procedures set forth above will apply to the modified change request.

If the State requests or directs the Contractor to perform any activities that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to so notify the State prior to commencing performance of the requested activities, any such activities performed before notice is given by the Contractor shall be conclusively considered to be In-scope Services, not New Work.



If the State requests or directs the Contractor to perform any services or functions that are consistent with and similar to the services being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the scope of the Contractor's responsibilities and charges as set forth in the Contract, then prior to performing such services or function, the Contractor shall promptly notify the State in writing that it considers the services or function to be an "Additional Service" for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing such services or functions. If the Contractor does so notify the State, then such a service or function shall be governed by the change request procedure set forth in the preceding paragraph.

IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATIONS.

I-X NOTICES

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below 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 (3rd) 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.

For the Contractor:

Mr. Joseph J. Kubes
Director of Government Contracts
(651) 687-5722 (phone)
(651) 687-5686 (fax)
Joseph.kubes@thomson.com

For the State:

Department of Management and Budget
Acquisition Services
Attn: Lymon C. Hunter, CPPB
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) (241-1145)
HunterL@Michigan.gov

Either party may change its address where notices are to be sent giving written notice in accordance with this section.



I-Y ENTIRE AGREEMENT

The contents of this Contract agreement and the vendor's proposal will become contractual obligations upon execution of this agreement. Failure of the Contractor to accept these obligations may result in cancellation of the award.

This Contract agreement shall represent the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

I-Z NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of this Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the Contract.

I-AA SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

I-BB HEADINGS

Captions and headings used in the 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.

I-CC RELATIONSHIP OF THE PARTIES

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

I-DD UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall 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 pursuant to 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 the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

I-EE SURVIVOR

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

I-FF GOVERNING LAW

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

I-GG YEAR 2000 SOFTWARE COMPLIANCE

The Contractor warrants that services provided under this Contract including but not limited to the production of all Work Products, shall be provided in an accurate and timely manner without interruption, failure or error due the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. The Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom.

I-HH CONTRACT DISTRIBUTION

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

I-II DISCLOSURE OF LITIGATION

1. The Contractor shall notify the State in its bid proposal, if it, or any of its subcontractors, or their officers, directors, or key personnel under this Contract, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception. Contractor shall promptly notify the State of any criminal litigation, investigations or proceeding which may have arisen or may arise involving the Contractor or any of the Contractor's subcontractor, or any of the foregoing entities' then current officers or directors during the term of this Contract and three years thereafter.



2. The Contractor shall notify the State in its bid proposal, and promptly thereafter as otherwise applicable, of any civil litigation, arbitration, proceeding, or judgments that may have arisen against it or its subcontractors during the five years proceeding its bid proposal, or which may occur during the term of this Contract or three years thereafter, which involve (1) products or services similar to those provided to the State under this Contract and which either involve a claim in excess of \$250,000 or which otherwise may affect the viability or financial stability of the Contractor, or (2) a claim or written allegation of fraud by the Contractor or any subcontractor hereunder, arising out of their business activities, or (3) a claim or written allegation that the Contractor or any subcontractor hereunder violated any federal, state or local statute, regulation or ordinance. Multiple lawsuits and or judgments against the Contractor or subcontractor, in any an amount less than \$250,000 shall be disclosed to the State to the extent they affect the financial solvency and integrity of the Contractor or subcontractor.

3. All notices under subsection 1 and 2 herein shall be provided in writing to the State within fifteen business days after the Contractor learns about any such criminal or civil investigations and within fifteen days after the commencement of any proceeding, litigation, or arbitration, as otherwise applicable. Details of settlements which are prevented from disclosure by the terms of the settlement shall be annotated as such. Semi-annually, during the term of the Contract, and thereafter for three years, Contractor shall certify that it is in compliance with this Section. Contractor may rely on similar good faith certifications of its subcontractors, which certifications shall be available for inspection at the option of the State.

4. Assurances - In the event that such investigation, litigation, arbitration or other proceedings disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of this Contract, causes the State to be reasonably concerned about:
 - a) the ability of the Contractor or its subcontractor to continue to perform this Contract in accordance with its terms and conditions, or
 - b) whether the Contractor or its subcontractor in performing services is engaged in conduct which is similar in nature to conduct alleged in such investigation, litigation, arbitration or other proceedings, which conduct would constitute a breach of this Contract or violation of Michigan or Federal law, regulation or public policy, then the Contractor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that: (a) the Contractor or its subcontractors hereunder will be able to continue to perform this Contract in accordance with its terms and conditions, (b) the Contractor or its subcontractors will not engage in conduct in performing services under this Contract which is similar in nature to the conduct alleged in any such litigation, arbitration or other proceedings.

5. The Contractor's failure to fully and timely comply with the terms of this section, including providing reasonable assurances satisfactory to the State, may constitute a material breach of this Contract.



**SECTION II
WORK STATEMENT**

II-A PRICE PROPOSAL

1. All prices/rates quoted in herein will be firm for the duration of this Contract. No price changes will be permitted.
2. For each month during the Term, the State shall guarantee minimum monthly Charges, regardless of actual usage, for unlimited access ("Monthly Guarantee") as set forth below:
 - (a) From June 1, 2004 through August 31, 2004, the Monthly Guarantee shall be \$0
 - (b) From September 1, 2004 through June 1, 2005, the Monthly Guarantee shall be \$13,000.00
 - (c) From June 1, 2005 through June 1, 2006, the Monthly Guarantee shall be \$13,000.00
 - (d) From June 1, 2006 through June 1, 2007, the Monthly Guarantee shall be \$13,390.00
3. Features and services shall be included in the above Monthly Guarantee including all charges associated with the use of the following databases, including but not limited to:
 - Legal Information Databases
 - Standard Public Records Information Databases – search by entity name, individual's name or address from a check to obtain listing of affiliated entities
 - News and Business Information Databases
 - Financial Information Databases
 - Highlights Databases
 - Basic Databases
 - Premium Databases
 - Multi-Search Databases
 - Domestic Communications
 - Search
 - Online and Offline Citation Checking
 - FIND
 - QUOTE
 - Offline Transmission
 - Michigan Public Service Commission cases
 - Shepard's and Auto-Cite Services
 - Unlimited on-line printing, off-line printing, emailing, faxing or downloading to disk
 - Unlimited Eclipse search and printing (clipping service)
 - Telephone or on-site training and support
 - 24 hour/7 day customer service support



- Alert Services
 - Images
 - Monthly Subscription Charges
4. Contractor may, at its option, make certain databases Features and services Excluded Charges if Contractor is contractually bound or otherwise required to do so by a Contributor of Data or if the databases, Features or services are enhanced or released after the effective date of this Contract.
5. Support and Training
The State agrees to actively promote the effective use of the product during the Term. To this end, the State (with the support of Contractor) will work toward establishing programs encouraging effective use of the product, including, at a minimum:
- (a) training in the use of the product, at no charge, by Contractor for all new attorneys, librarians, paralegals and other appropriate personnel;
 - (b) additional ongoing programs presented by Contractor and supported by the State to update and train all appropriate personnel to enhance their understanding and use of the product; and
 - (c) the periodic distribution of memos or other communications by the State to all personnel encouraging effective use of the product

II-B CONTRACT PAYMENT

The specific payment schedule for this Contract will be based on the Contractor's Price Proposal or another agreement entered into between the State and the Contractor. Monthly invoices shall be submitted to the State identifying each account including a location usage report. As a general policy, statements shall be forwarded to the designated representative by the 15th day of the following month.

All invoices must reflect actual tasks completed, and a monthly invoice should be submitted to the following address (failure to do so may result in late payment):

Karin Eirosius
Department of Labor & Economic Growth
P.O. Box 30004
Lansing, MI 48909
kmeiros@michigan.gov
517 335-1967 telephone
517 373-2927 fax

The invoice must list the contract number and purchase order number.



SECTION III

BIDDING INFORMATION

III-A QUESTIONS

(Consult Acquisition Services)

(A) Questions concerning the specifications contained herein are to be submitted, in writing, no later than 5:00 p.m. on March 31, 2004 to:

Department of Management and Budget
Acquisition Services
Attn: Lymon C. Hunter, CPPB
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) (241-1145)
HunterL@Michigan.gov

The state will not respond to telephone inquiries or visitation by bidders or their representatives. All questions are to be put in writing and must be submitted electronically and sent as an attachment in MS Word 97 or Rich Text Format (RTF). Answers to questions will be prepared as an addendum and posted on the state's web site under the corresponding bid number: www.michigan.gov/doingbusiness. The posted addendum officially revises and supercedes the original specifications, terms and conditions.

III-B PROPOSALS

To be considered, each bidder must submit a COMPLETE response to this RFP, using the format provided in section IV. No other distribution of proposals is to be made by the bidder. **BIDDERS COMPLETE, SIGN, AND RETURN THE COVER SHEET (FORM DMB 285) SENT WITH THIS RFP.** The Proposal itself must include a statement as to the period during which the Proposal itself remains valid. This period must be at least sixty days from the due date for responses to this RFP. However, the rates quoted in the PRICE PROPOSAL remain firm for the period indicated in sections I-B and IV-F.

III-C ORAL PRESENTATION

Bidders who submit proposals may be required to make oral presentations of their proposals to the State. These presentations provide an opportunity for the bidders to clarify the proposals through mutual understanding. Acquisition Services, DMB, will schedule these presentations, if required.



III-D ECONOMY OF PREPARATION

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to meet the requirements of the RFP. Fancy bindings, colored displays, promotional material, etc., will receive no evaluation credit. Emphasis should be on completeness and clarity of content.

III-E SELECTION CRITERIA

Responses to this RFP will be evaluated based upon the bidders current ability to provide the highest level of quality services that meets the requirements and goals of this RFP and the needs of the State Agency and provides the best value to the State. The following factors will be evaluated:

Management Summary

A. Capability and Qualifications of Organization

The written proposal should indicate the ability of the Contractor to meet the terms of the project/program, quality, and recency of projects similar to that described in the RFP, understanding of the problem and completeness of the response to Section IV Information Required from Bidders.

B. Work Plan

The written proposal should indicate the contractor's ability to provide a plan for accomplishing the work. The plan should include a detailed narrative description of how the contractor will accomplish the objectives and tasks, including a display, time related, showing, events. Also indicate the estimated time required of state resources. It is recommended that client agency develop this section in collaboration with the assigned Buyer.

C. Qualified Personnel

The written proposal should indicate the competence of personnel whom the bidder intends to assign to the project. Qualifications will be measured by education and experience, with particular reference to experience on projects similar to that described in the RFP. Emphasis will be placed upon the qualifications of bidder's Project Manager and the Manager's dedicated management time as well as that of other key personnel working on this project.

Resumes shall include detailed, chronological work experience, including name and phone number of person or persons who may contact from each project or work assignment. Proposals containing false or misleading statements, or which provide references that do not support an attribute or condition claimed by the bidder, may be rejected. If in the opinion of the State, such condition to mislead the State in its evaluation of the proposal, and the attribute, condition of capability as a requirement of this proposal, the proposal shall be rejected.



Price Analysis

All vendor proposals will have their pricing proposal reviewed. The bidder's proposal that is determined to be the best value based on pricing and technical response will be given first consideration of award.

The State, at its' option, may engage other processes in order to make a final award decision:

1. Clarifications

If it is determined that a vendor's proposal is unclear, the State may request from one or all vendors whose proposals have been opened, a clarification. The State will document, in writing, clarification being requested and forward to the vendors affected. This process does not allow for changes, rather to simply clarify the proposal submitted. This step may include oral presentations, sample evaluation, price clarifications, and/or site visits.

2. Pricing Negotiations

If it is determined that the pricing offered, by vendors exceeds the budget or the cost expectation for the bid, the State may enter into negotiations with the vendors on pricing only. No modification to the technical requirements or specifications will be allowed. If technical requirements or specifications are required, the BAFO process described in number three (3) below will be used. If once a recommendation is made to award to a vendor, the State, at its discretion, may engage in further pricing negotiations with the recommended vendor.

3. BAFO

If the selection process described in the ITB does not lead to a viable award recommendation, or significant deficiencies are identified, the JEC at its discretion may prepare a Deficiency Report and Clarification Request (DR/CR) for each proposal determined to be in the competitive range. Bidders will be allowed to respond in writing to the (DR/CR) with a Best and Final Offer (BAFO). The BAFO may include any changes to the original proposal to address the listed deficiencies, including alterations to the original cost proposal to address correction of such deficiencies. The Best and Final Offers must be submitted by the deadline established by Acquisition Services.

After reviewing the Best and Final Offers, the JEC will re-evaluate the proposals using the original evaluation method. If an alteration to the originally published evaluation criteria is to be made, such changes in the criteria will be published to all bidders as part of the issuance of the DR/CR's.

The JEC may conduct a cost benefit analysis of the proposals in order to determine which of the bidders represents the best possible coordination of performance and cost to meet the needs of the State.

Bidders will NOT be provided any information about other proposals or prices, or where the bidder stands in relation to others at any time during the evaluation process. Any request for such information will be viewed as a compromise to the stated evaluation process and the requesting bidder may be eliminated from further consideration. Successful requests for proposal information by a bidder, its subcontractor, or an affiliated party before contract award may also result in disqualification.



Bidders are cautioned to propose their best possible offers at the outset of the process, as there is no guarantee that any proposal will be allowed an opportunity to submit a Best and Final Offer.

Other Provisions

- A. The State reserves the right to award by item, part or portion of an item, group of items or total proposal, to reject any and all proposals in whole or in part, if, in the Director of Acquisition Services judgment, the best interest of the State will be so served.
- B. The State reserves the right to evaluate the financial stability of any bidder. The state may seek financial information from the bidder and from third parties. If the state determines in its sole discretion that contracting with a bidder presents an unacceptable risk to the State, the State reserves the right to not award a contract to the State Vendor.
- C. The State reserves the right to evaluate the bidders prior performance with the State, and a bidder may be eliminated from consideration based on this evaluation.

III-F PAST PERFORMANCE

The State reserves the right to evaluate the bidder's prior performance with the State, and the prior performance information may be a factor in the award decision.

III-G SEALED BID RECEIPT (SEE ALSO PARAGRAPH IV-G)

SEALED BIDS (PROPOSALS) MUST BE RECEIVED AND TIME-STAMPED IN Acquisition Services ON OR BEFORE THE DUE DATE AND TIME SPECIFIED ON THE COVER PAGE OF THE RFP. BIDDERS ARE RESPONSIBLE FOR TIMELY RECEIPT IN ACQUISITION SERVICES OF THEIR PROPOSAL. PROPOSALS WHICH ARE RECEIVED AFTER THE SPECIFIED DUE DATE AND TIME CANNOT BE CONSIDERED. Late bids will not be accepted or considered except under the following circumstances: a) bids received on time do not meet specifications, or b) no other bids are received.'

III-H INDEPENDENT PRICE DETERMINATION

- I. By submission of a proposal, the bidder certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
 - a. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor; and
 - b. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to award directly or indirectly to any other bidder or to any competitor; and



- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
2. Each person signing the proposal certifies that she/he:
- a. Is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to I.a., b., and c. above; or
 - b. Is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to I. a., b., and c. above.
3. Should a bidder be awarded a Contract resulting from this RFP, and be found to have failed to abide by the provisions set forth in this section, said entity will be in default of the Contract. Consequences may include cancellation of the Contract (see section I-U Cancellation).

III-I AWARD

Award will be made to the responsive and responsible bidder who offers the best value to the State of Michigan. Best Value is determined by the bidder that best meets the award factors described in III-E.

The State further reserves the right reject any or all bids in whole or in part, and to waive any informality or technical defects, if it is determined by the Director of Acquisition Services that the best interest of the State will be served by doing so. In determining an award, qualifications of the bidder, conformity with the specifications of services to be supplied, cost, delivery terms and a vendor's past performance on State contracts will be considered.

III-J STATE ADMINISTRATIVE BOARD

Bidders are advised that all contracts/purchase orders in excess of \$25,000 must be approved by the State Administrative Board prior to final award. The decision of this Board is final.



**ATTACHMENT 1
Pricing Proposal**

West proposes to provide Computer Assisted Legal Research (CALR) Services to the Michigan Department of Labor and Economic Growth (hereafter 'agency'). The pricing proposal is as follows:

Fixed Monthly Charge

Under this pricing arrangement, authorized agency users would have unlimited simultaneous access to Westlaw databases, features, and services, Dow Jones Interactive, Public Records with PEOPLE-FIND, Criminal Records, American Law Reports, American Jurisprudence, Michigan Analytical, and Public Utilities Reports during the contract term.

Fixed Monthly Charge:

Transition Period

As part of its offer, West will provide three months of free access to the proposed content to facilitate the transition to Westlaw. This period of free access will begin 6/01/2004 and end 8/31/2004.

Term of contract:	June 1-30, 2004	July 1-31, 2004	August 1-31, 2004	09/01/2004 through 05/31/2005	06/01/2005 through 05/31/2006	06/01/2006 through 05/31/2007
Cost per month	\$0.00	\$0.00	\$0.00	\$13,000.00 per month	\$13,000.00 per month	\$13,390.00

Print Discount

All costs associated with searching included databases and printing and/or downloading those documents are included in the monthly flat rate. Additionally, a print discount of ten percent (10%) will be offered to the agency for current print subscriptions for the term of the contract.

The following terms and conditions apply:

Contract Term

The proposed contract term is for three years:
 From June 1, 2004 through June 1 2005;
 From June 1, 2005 through June 1 2006;
 From June 1,2006 through June 1 2007.

Included and Excluded Charges

The list of Included and Excluded Charges outlines the databases, features, and services that are included and excluded from the proposed fixed monthly charge. Access to and usage of any of the excluded databases will be billed separately as excluded charges. These excluded



databases, features, and services will be charged at the applicable rates (including applicable transaction, communications, and other associated charges, if any) for each database, feature, or service accessed according to the then-current terms and conditions as set forth in Schedule A to Westlaw Subscriber Agreement Plan 2 Government Service.

West may, at its option, make certain databases, features, and services excluded charges if West is contractually bound or otherwise required to do so by a contributor of data to West, or if the databases, features, and services are enhanced or released after the effective date of any contract awarded to West pursuant to this proposal.

All charges associated with the use of the following databases, Features and services (as part of all database classifications) shall NOT be included in the Monthly Guarantee and shall be billed in addition to the Monthly Guarantee ("Excluded Charges") according to then current Schedule A government pricing:

- Alert Services (WestClip and KeyCite Alert continuous frequency)
- BNA Databases
- Company Profiles Database
- DIALOG on Westlaw Databases
- Dossier Databases
- Enflex Databases
- PDF Charges (*including, but not limited to Investext, Attorney Medical Advantage and Patent Images*)
- Profiler
- Premier Databases
- Specialty Databases
- Westlaw Public Records (*Charges for the following Westlaw Public Records databases and services are considered Excluded Charges: D&B Reports, Credit Bureau Headers, Dossier, product surcharges, and document delivery services.*)
- WestDockets
- West Reporter Images

New Databases, Features, and Services

West reserves the right to charge for any new Westlaw databases, features, or services released during the term of this contract (whether "third-party" databases or not), and such charges may be separate from and in addition to the Fixed Monthly Charge. Such charges (if any) shall not be greater than the charges at which such databases, features, or services are made available to West's other government subscribers under West's then-current Government Price Plan.

If, however, any new Westlaw databases, features, or services released during the term of this contract are made generally available to government subscribers as part of their Westlaw fixed rate agreement, West will also make these same new databases, features, or services available to the agency at no extra cost.

Third-Party Restrictions

West can provide all of the required databases and services. However, due to third-party provider contractual restrictions, certain databases cannot be included in the fixed rate agreement (e.g., Embase, Medline, certain international databases).



PLEASE NOTE: Access to and usage of any of the excluded databases will be billed separately as Excluded Charges (in addition to the fixed monthly rate).

Passwords

Each Westlaw user must be assigned a separate Westlaw password. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among users is **STRICTLY PROHIBITED**. West reserves the right to issue additional passwords to the agency if West learns that Westlaw has been used by a person other than the person to whom the password has been issued.

Authorized Users

West based its price proposal on the Department's good faith estimate of the number of total users and types of divisions within the Department of Labor and Economic Growth. West understands that the Department may undergo changes to its structure and organization and by no means intends to hold the Department to the specific structure as listed.

The Authorized Users are intended to be the pool of approximately 250 users who make up the Department. West realizes that this number is fluid particularly since the Department of Career Development will soon be joining the Department of Labor and Economic Growth. On page 48 of the proposal West specifically includes this Department as part of this contract. West also intends to include users added from the normal hiring process. West includes the concept of "material change" to protect itself from wholesale inclusion of new departments or divisions formerly not considered to be part of the contract.

A "material change" in the number of users under this contract would be a permanent increase of more than 50 users beyond the current pool of 250 users. Please remember that the addition of users to the contract is not necessarily the same as the addition of employees to the Department.

West is continually striving to improve its content, features and functionality. Any enhancements to searching or viewing westlaw under the included databases generally continue to be available to all users over the course of the contract barring changes that may occur due to new developments.

* The Department of Career Development will be added as a division to the Department of Labor and Economic Development and West will include them in the agreement as they will not add a material number of users.

Westlaw Subscriber Agreement/West Software License Agreement

All access to and usage of Westlaw (via WestMate or westlaw.com) is governed by the Westlaw Subscriber Agreement and West Software License Agreement. These agreements are provided in this pricing proposal and will be incorporated by reference into and made part of any contract awarded to West pursuant to this proposal.



Offer Acceptance Period

The terms of this price proposal are valid for sixty (60) days from the submittal date of this proposal.

This cost and price analysis is submitted in full compliance with the provisions of the paragraph titled "Independent Price Determination" in Part III of the RFP to which this proposal is a response.

Included and Excluded Charges

The following databases, features, and services are provided by West. The databases, features, and services marked as Included are included in the price proposal set forth in this proposal. The databases, features, and services marked as Excluded are not included in the price proposal set forth in this document, but are available at an additional cost.



✓=Included ×=Excluded

WESTLAW		
Westlaw® Standard databases (e.g., case law, statutes, administrative law databases)	✓	
Combination databases	✓	
Allfile databases (e.g., ALLFEDS, ALLSTATES)	✓	
Super Allfile databases (e.g., ALLCASES)	✓	
Highlights databases (e.g., news releases)	✓	
Basic databases (e.g., West Legal Directory®)	✓	
Premium databases (e.g., law reviews, texts, and journals)	✓	
Michigan Analytical Databases –MI Jurisprudence, Court Rules...)	✓	
Public Utilities Reports	✓	
American Law Report™—ALR, American Jurisprudence 2d™—AMJUR	✓	
Specialty databases (e.g., Legal Resource Index, bill tracking)		×
Premier databases (e.g., , Proof of Facts, RIA, legal forms, state jurisprudence, international law)		×
Bureau of National Affairs (BNA) databases		×
ENFLEX® databases (environment, health, and safety information)		×
WESTNEWS		
Dow Jones Interactive®	✓	
Dialog on Westlaw		×
Company Profile (CO-PROFILE)		×
PUBLIC RECORDS		
Public records databases (e.g., Edgar, Disclosure ,Assets, Adverse Filings)	✓	
PEOPLE-FIND	✓	
WestDockets databases		×



✓=Included x=Excluded

FEATURES		
KeyCite® (online citation checking)	✓ ¹	
WestCheck® (offline automated citation checking)	✓ ¹	
Alert services such as WestClip® and KeyCite Alert® (excluding continuous frequency scanning)	✓	
Terms and Connectors searching	✓	
Natural Language searching	✓	
Multiple database searching	✓ ¹	
Images	✓	
Printing and downloading (including dual-column)	✓ ¹	
Transactional charges (e.g., Search, Find, QUOTE)	✓ ¹	
Key Number Service	✓	
QuickView+®	✓	
WestMate® and WestCheck® software (including updates)	✓	
PeopleCite™		x
Communications charges	✓ ¹	
Monthly subscription charges	✓	
Foreign Communication Charges		x
Leased Line Charges		x
SERVICES		
Training	✓	
Support (Technical Support and Research Assistance)	✓	
Documentation	✓	

¹ This feature is included for usage associated with **included** databases only. Usage of this feature for excluded databases will be charged at the then-current applicable rates.



Exhibits

1. *Law Office Computing Readers' Choice Awards: 2003 Winner—Legal Research Service*

For the eighth straight year, readers of Law Office Computing magazine chose Westlaw as their preferred online legal research service.

2. *Westlaw Differences that Matter*

This sheet describes five of the reasons why Westlaw is the overwhelmingly preferred legal research service.

3. *10 KeyCite® Difference that Matter*

This document describes just a few reasons why KeyCite is better than any other legal citator.

4. *25 Reasons to use Westlaw.com*

This document highlights the benefits of using westlaw.com to access Westlaw.

5. *Researching with westlaw.com*

This guide highlights the latest features that have been added to westlaw.com, including KeySearch, tabbed pages, and full-page view, and shows the most efficient methods for completing common research tasks.

6. *Public Records on Westlaw*

This folder contains detailed descriptions of all the public records databases that are available on Westlaw.