

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

March 9, 2007

CHANGE NOTICE NO. 1
 TO
 CONTRACT NO. 071B6200175
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Ohio News Bureau d.b.a. Michigan Press Reading Service 125 South Putnam Street Williamston, MI 48895 krobisonohionews@aol.com	TELEPHONE (216) 241-0675 Karen Robison
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-8622 Malynda Little
Contract Compliance Inspector: Malynda Little Media Clipping Services - Statewide	
CONTRACT PERIOD: From: April 1, 2006 To: September 30, 2010	
TERMS 4.5 fiscal years with five (5) options to extend one fiscal year through 09/30/2015	SHIPMENT Per State Department Request
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE(S):

Effective immediately, the vendor contact for this Contract is changed to:

Karen Robison
Phone: (216) 241-0675
Email: krobisonohionews@aol.com

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

AUTHORITY/REASON:

Per vendor request (email on 3/6/07) and DMB/Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$250,000.00

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 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
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June 21, 2006

**NOTICE
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NAME & ADDRESS OF VENDOR Ohio News Bureau d.b.a. Michigan Press Reading Service 125 South Putnam Street Williamston, MI 48895	TELEPHONE (216) 241-0675 Lilly Medved
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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>	

This Contract Agreement is made pursuant to the State's Invitation To Bid #071i52000394 and the vendor's quote dated October 15, 2005, 2005 and February 09, 2006 to provide news (paper) clipping services to all executive Departments for the State of Michigan. **The terms and conditions of this CONTRACT AGREEMENT are stated within this document.**

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 shall take precedence. The State reserves five (5) options to extend this Agreement by one fiscal year. This Contract value is a not to exceed maximum of \$250,000 for the initial term of this Agreement.

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 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
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 OR
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Contract Compliance Inspector: Malynda Little <p style="text-align: center;">Media Clipping Services - Statewide</p>	
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F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
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<p>FOR THE VENDOR:</p> <p style="text-align: center;">Michigan Press Reading Service</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>	<p>FOR THE STATE:</p> <hr/> <p style="text-align: center;">Signature</p> <p style="text-align: center;">Kristi L. B. Thompson, Director</p> <hr/> <p style="text-align: center;">Name</p> <p style="text-align: center;">Services Division, Acquisition Services</p> <hr/> <p style="text-align: center;">Title</p> <hr/> <p style="text-align: center;">Date</p>
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Article1 – Statement of Work (SOW)

1.0 Introduction

1.001 DEFINING DOCUMENT

- A. This is a CONTRACT AGREEMENT, to provide (printed) news-clipping services to all Executive State Departments and Agencies, is between:

OHIO NEWS BUREAU D/B/A and **STATE OF MICHIGAN –**
MICHIGAN PRESS READING SERVICE **DEPARTMENT OF MANAGEMENT & BUDGET**

- B. This document contains or incorporates defined requirements, the specifications and scope of work, and all (general provision) contractual terms and conditions.

1.002 PROJECT TITLE AND DESCRIPTION

- A. This AGREEMENT establishes a Contract to provide (print) newspaper-clipping services to all Executive State Agencies and Departments, from approximately 04/01/2006 through 09/30/2010 (please see §1.403 for more information). The State reserves five (5) options to extend one-fiscal year; see § 2.004, Contract Term, for more information.
- B. This Contractor Agrees provide reading and clipping services of printed publications to all Executive State Agencies and Departments, from approximately 04/01/2005 through 09/30/2010 (please see §1.403 for more information), in order to assure that such state agencies and departments have access to copies of written articles from a publication list (approximately 400 publications), with weekly, biweekly or monthly mailing of any articles applicable, per individual State Agency/Department requests, that report on and provide commentary to the general public about various activities or issues in the State of Michigan which can effect (directly and indirectly) governmental decisions regarding the continued functioning of required state government programs, and which articles are not readily available through electronic subscription (such as certain legal proceedings, industry activity, environmental, transportation, etc.).
- C. The following information provides the general description of services and statement of work that shall be performed by Contractor.

1.003 PROJECT CONTROL

A. Project Control

1. The Contractor will carry out this project under the primary direction and control of the Department of Management and Budget's (DMB) Office of Acquisition Services (OAS).
2. Each State Department or Agency will contact the Contractor directly to order, and Contractor shall bill each State Department/Agency directly for, clipping services from a selection of media reporting entities throughout the State of Michigan.
3. Although there will be continuous liaison with various representatives from multiple State Agencies, the Contractor's project manager/director will meet annually as a minimum, with the DMB Contractor Administrator for the purpose of reviewing progress and annual costs and providing necessary guidance to the Contractor in solving problems that arise.

B. Reports

Contractor agrees to maintain a record system that documents the total number of units of service as defined in this Agreement and delivered during each fiscal term of the Agreement. These records shall also document the specific units billed to individual Executive State Departments and Agencies.



1.004 COMMENCEMENT OF WORK

Contractor shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

1.1 Product

1.101 SPECIFICATIONS

The following list of publications shall be read and applicable articles forwarded to the respective State Agency or Department:

Type	Michigan County	City	Publication Name	Publishing Schedule
Newspaper	Alcona	Harrisville	Alcona County Review	Weekly
Newspaper	Alcona	Lincoln	Alcona County Herald	Weekly
Newspaper	Alger	Grand Marais	Pilots	Weekly
Newspaper	Alger	Munising	Munising News	Weekly
Newspaper	Allegan	Allegan	Allegan News Gazette	Weekly
Newspaper	Allegan	Fennville	Fennville Herald	Weekly
Newspaper	Allegan	Holland	Sentinel	Daily (except Sun)
Newspaper	Allegan	Otsego - Plainwell	Union Enterprise	Weekly
Newspaper	Allegan	Saugatuck	Commercial Record	Weekly
Newspaper	Allegan	Shelbyville	Penassee Globe	Weekly
Newspaper	Allegan	Wayland	Orbit	Weekly
Newspaper	Alpena	Alpena	Alpena News	Daily (except Sun)
Newspaper	Antrim	Bellaire	Antrim County News	Weekly
Newspaper	Antrim	Central Lake	Torch Weekly	Weekly
Newspaper	Antrim	Elk Rapids	Town Meeting	Weekly
Newspaper	Arenac	Standish	Arenac County Independent	Weekly
Newspaper	Baraga	L'Anse	L'Anse Sentinel	Weekly
Newspaper	Barry	Freeport	Freeport News Weekly	Weekly
Newspaper	Barry	Hastings	Hastings Banner Weekly	Weekly
Newspaper	Barry	Hastings	Reminder	Weekly
Newspaper	Barry	Middleville	Sun & News	Weekly
Newspaper	Barry	Nashville	Maple Valley News	Weekly
Newspaper	Bay	Bay City	Bay City Times	Daily and Sun
Newspaper	Bay	Bay City	Democrat & Bay County Legal News	Weekly
Newspaper	Bay	Bay City	Valley Farmer Tribune	Weekly
Newspaper	Bay	Pinconning	Pinconning Journal	Weekly
Newspaper	Benzie	Frankfort	Benzie County Record Patriot	Weekly
Newspaper	Berrien	Benton Harbor	The Citizen	Weekly
Newspaper	Berrien	Berrien	Berrien Journal Era	Weekly
Newspaper	Berrien	Buchanan	Berrien County Record	Weekly
Newspaper	Berrien	Buchanan	Lake County Chronicle	Weekly
Newspaper	Berrien	New Buffalo	New Buffalo Times Weekly	Weekly
Newspaper	Berrien	Niles	Niles Daily Star	Daily (except Sun)
Newspaper	Berrien	St Joseph	St Joseph Herald Palladium	Daily (except Sun)
Newspaper	Berrien	Three Oaks	Galien River Gazette	Weekly
Newspaper	Branch	Bronson	Bronson Journal	Weekly
Newspaper	Branch	Coldwater	Coldwater Daily Reporters	Daily (except Sun)
Newspaper	Calhoun	Albion	Albion Evening Recorder	Daily (except Sun)
Newspaper	Calhoun	Albion	Albion Journal Weekly	Weekly
Newspaper	Calhoun	Battle Creek	Battle Creek Enquirer & News	Daily and Sun
Newspaper	Calhoun	Homer	Homer Index	Weekly



Newspaper	Calhoun	Marshall	Marshall Community Ad-Visor	Weekly
Newspaper	Calhoun	Marshall	Marshall Evening Chronicle	Daily (except Sun)
Newspaper	Charlevoix	Boyne City	Charlevoix County Press	Weekly
Newspaper	Charlevoix	Charlevoix	Charlevoix Courier	Weekly
Newspaper	Charlevoix	Charlevoix	Northwoods Call	Semi-monthly
Newspaper	Cheboygan	Cheboygan	Cheboygan Daily Tribune	Daily (except Sun)
Newspaper	Cheboygan	Indian River	Straitsland Resorter	Weekly
Newspaper	Chippewa	Sault Ste Marie	Sault Ste Marie Evening News	Daily (except Sun)
Newspaper	Clare	Clare	Clare Sentinel	Weekly
Newspaper	Clare	Farwell	The Review	Weekly
Newspaper	Clare	Harrison	The Clare County Cleaver	Weekly
Newspaper	Clinton	Dewitt	Dewitt-Bath Review	Weekly
Newspaper	Clinton	St Johns	Clinton County News	Weekly
Newspaper	Crawford	Grayling	Crawford County Avalance	Weekly
Newspaper	Delta	Escanaba	Escanaba Daily Press	Daily (except Sunday)
Newspaper	Delta	Gladstone	Delta Reporter	Weekly
Newspaper	Dickinson	Iron Mountain	Iron Mountain Daily News	Daily (except Sun)
Newspaper	Dickinson	Norway	Norway Current	Weekly
Newspaper	Eaton	Charlotte	Charlotte News Chronicle	Weekly
Newspaper	Eaton	Grand Ledge	Grand Ledge Independent	Weekly
Newspaper	Eaton	Grand Ledge	Grand Ledge News Herald	Weekly
Newspaper	Eaton	Sunfield	Sunfield Sentinel	Weekly
Newspaper	Emmet	Harbor Springs	Harborlight	Weekly
Newspaper	Emmet	Petoskey	Petoskey News Review	Daily (except Sun)
Newspaper	Emmet	Petoskey	Super Shopper	Weekly
Newspaper	Emmet	Petoskey	The Graphic	Weekly
Newspaper	Genesee	Burton	The Michigan Voice	Weekly
Newspaper	Genesee	Clio	Messenger	Weekly
Newspaper	Genesee	Davison	Flagstaff	Weekly
Newspaper	Genesee	Davison	Davison Index	Weekly
Newspaper	Genesee	Fenton	Fenton Independent	Weekly
Newspaper	Genesee	Fenton	Tri-County News	Mon to Thurs
Newspaper	Genesee	Flint	Flint Journal	Daily and Sun
Newspaper	Genesee	Flint	Genesee County Legal News	Weekly
Newspaper	Genesee	Flushing	Flushing Observer	Weekly
Newspaper	Genesee	Grand Blanc	Grand Blanc Evening News	Weekly
Newspaper	Genesee	Grand Blanc	Grand Blanc Press	Weekly
Newspaper	Genesee	Mt Morris	Genesee County Herald Weekly	Weekly
Newspaper	Genesee	Swartz Creek	West Valley News	Weekly
Newspaper	Gladwin	Gladwin	Gladwin County Record & Beveraton Clarion	Weekly
Newspaper	Gogebic	Ironwood	Daily Globe	Daily (except Sun)
Newspaper	Gogebic	Wakefield	Wakefiled News	Weekly
Newspaper	Grand Traverse	Traverse City	Record Eagle	Daily (except Sun)
Newspaper	Gratiot	Ithaca	Gratiot County Herald	Weekly
Newspaper	Hillsdale	Camden	Farmers' Advance	Weekly
Newspaper	Hillsdale	Hillsdale	Hillsdale Daily News	Daily (except Sun)
Newspaper	Hillsdale	Jonesville	Jonesville Independent	Weekly
Newspaper	Houghton	Houghton	Houghton Daily Minig Gazette	Daily (except Sun)
Newspaper	Huron	Bad Axe	Huron Tribune	Daily (except Sat & Sun)
Newspaper	Huron	Harbor Beach	Harbor Beach Times Weekly	Weekly
Newspaper	Huron	Pigeon	Progress Advance	Weekly



Newspaper	Huron	Sebewaing	Sebewaing Blade	Weekly
Newspaper	Ingham	East Lansing	State News	Daily (except Sun)
Newspaper	Ingham	East Lansing	East Lansing Town Courier	Weekly (chain)
Newspaper	Ingham	Lansing	Lansing State Journal	Daily and Sun
Newspaper	Ingham	Lansing	Lansing Advisor	Weekly
Newspaper	Ingham	Lansing	Lansing Beat	Weekly
Newspaper	Ingham	Lansing	Open Line	Quarterly
Newspaper	Ingham	Lansing	Lansing Shopping Guide	Weekly
Newspaper	Ingham	Leslie	Leslie Local Independent	Weekly
Newspaper	Ingham	Mason	Ingham County News	Weekly (chain)
Newspaper	Ingham	Stockbridge	Stockbridge Town Crier	Weekly (chain)
Newspaper	Ingham	Williamston	Williamston Enterprise	Weekly (chain)
Newspaper	Ingham	Williamston	Williamston Shopping Guide	Weekly (chain)
Newspaper	Ionia	Clarksville	Clarksville Record	Weekly
Newspaper	Ionia	Ionia	Ionia Daily Sentinel Standard	Daily (except Sun)
Newspaper	Ionia	Portland	Portland Review & Observer	Weekly
Newspaper	Iosco	East Tawas	Iosco County Herald	Weekly
Newspaper	Iosco	Oscoda	Oscoda Press	Weekly
Newspaper	Iron	Crystal Falls	Diamond Drill	Weekly
Newspaper	Iron	Iron River	Iron River Reporter	Weekly
Newspaper	Isabella	Mt Pleasant	Mt Pleasant orning Sun Daily	Daily (except Sun)
Newspaper	Isabella	Shephard	Argus	Weekly
Newspaper	Jackson	Brooklyn	Exponent	Weekly
Newspaper	Jackson	Hanover	Hanover Horton Local	Weekly
Newspaper	Jackson	Jackson	Citizen Patriot	Daily and Sun
Newspaper	Jackson	Jackson	Blazer	Weekly
Newspaper	Jackson	Jackson	Jackson County Legal News	Weekly
Newspaper	Jackson	Parma	Parma News	Weekly
Newspaper	Jackson	Springport	Signal	Weekly
Newspaper	Kalamazoo	Climax	Climax Crescent	Weekly
Newspaper	Kalamazoo	Galesburg	Argus	Weekly
Newspaper	Kalamazoo	Kalamazoo	Kalamazoo Gazette	Daily and Sun
Newspaper	Kalamazoo	Kalamazoo	Kalamazoo News	Weekly
Newspaper	Kalamazoo	Kalamazoo	Kalamazoo Times	Weekly
Newspaper	Kalamazoo	Portage	Portage Headliner	Weekly
Newspaper	Kalamazoo	Vicksburg	Commercial Express	Weekly
Newspaper	Kalkaska	Kalkaska	Kalkaska Leader & Kalkaskian	Weekly
Newspaper	Kent	Allendale	Horizons	Quarterly
Newspaper	Kent	Allendale	Ottawa Advance	Weekly
Newspaper	Kent	East Grand Rapids	Cadence	Weekly
Newspaper	Kent	East Grand Rapids	Advance-Suburban Life	Weekly (chain)
Newspaper	Kent	Grand Rapids	Grand Rapids Press	Daily and Sun
Newspaper	Kent	Grand Rapids	Grand Rapids Times	Weekly
Newspaper	Kent	Grand Rapids	Advance	Weekly
Newspaper	Kent	Grandville	Grand Valley Advance	Weekly
Newspaper	Kent	Northfield	Advance	Weekly (chain)
Newspaper	Kent	Rockford	Squire	Weekly
Newspaper	Kent	Rockford	Advance	Weekly (chain)
Newspaper	Kent	Sparta	Advance	Weekly (chain)
Newspaper	Kent	Walker	Advance	Weekly (chain)
Newspaper	Keweenaw	(receives papers published in Houghton County)		
Newspaper	Lake	Baldwin	Lake County Star	Weekly



Newspaper	Lapeer	Almont-Capac- Imlay City	Tri City times	Weekly
Newspaper	Lapeer	Lapeer	Lapeer County Press	Weekly
Newspaper	Lapeer	North Branch	North Branch Gazette	Weekly
Newspaper	Leelanau	Leeland	Leelenau Enterprise Tribune	Weekly
Newspaper	Lenawee	Adrian	Daily Telegram	Daily (except Sun)
Newspaper	Lenawee	Blissfield	Blissfield Advance	Weekly
Newspaper	Lenawee	Clinton	Clinton Local	Weekly
Newspaper	Lenawee	Hudson	Hudson Post Gazette	Weekly
Newspaper	Lenawee	Hudson	Bi-County Herald	Weekly
Newspaper	Lenawee	Morenci	Morenci Observer	Weekly
Newspaper	Lenawee	Tecumseh	Tecumseh Herald	Weekly
Newspaper	Livingston	Brighton	Brighton Argus	Weekly (chain)
Newspaper	Livingston	Fowlerville	Fowlerville News & Views	Weekly
Newspaper	Livingston	Fowlerville	Fowlerville Shopping Guide	Weekly
Newspaper	Livingston	Howell	Livingston County Press	Weekly
Newspaper	Luce	Newberry	Newberry News	Weekly
Newspaper	Mackinac	Mackinac	Mackinac Journal	Weekly
Newspaper	Mackinac	Mackinac Island	Town Crier	Summer only
Newspaper	Mackinac	St Ignace	St Ignace News	Weekly
Newspaper	Mackinac	St Ignace	Cedarville Weekly Wave	Weekly
Newspaper	Macomb	Armada	Armada Times	Weekly
Newspaper	Macomb	Clinton Twp	Mt Clemens Advisor	Weekly
Newspaper	Macomb	Fraser-Clinton	Fraser-Clinton Chronicle	Weekly
Newspaper	Macomb	Mt Clemens	Macomb Daily News	Daily (except Sun)
Newspaper	Macomb	Mt Clemens	Macomb County Legal News	Weekly
Newspaper	Macomb	Mt Clemens	Mt Clemens Journal	Weekly (chain)
Newspaper	Macomb	New Baltimore	Anchor Bay Beacon	Weekly
Newspaper	Macomb	New Baltimore	The Bay Voice	Weekly
Newspaper	Macomb	New Baltimore	Chesterfield & Harrison Twp Advisor	Weekly (chain)
Newspaper	Macomb	Richmond	Richmond Review	Weekly
Newspaper	Macomb	Romeo	Romeo Observer	Weekly
Newspaper	Macomb	Romeo - Washington	Romeo - Washington Advisor	Weekly
Newspaper	Macomb	St Clair Shores	St Clair Shores Community News Weekly	Weekly
Newspaper	Macomb	St Clair Shores	St Clair Shores Sentinel	Weekly (chain)
Newspaper	Macomb	Sterling	Sterling Reporter	Weekly
Newspaper	Macomb	Sterling Hgts - Utica	Sterling Hgts - Utica Advisor Weekly	Weekly
Newspaper	Macomb	Utica-Shelby	Utica-Shelby Advisor Weekly	Weekly (chain)
Newspaper	Macomb	Warren	Warren Italian Tribue	Weekly
Newspaper	Macomb	Warren	Warren Weekly News	Weekly (chain)
Newspaper	Macomb	Warren-Centerline	Warren-Centerline Community News	Weekly (chain)
Newspaper	Manistee	Bear Lake	Mainstee Co Pioneer Press Weekly	Weekly
Newspaper	Manistee	Manistee	Manistee News Advocate	Daily (except Sun)
Newspaper	Marquette	Marquette	Marquette Mining Journal	Daily (except Sun)
Newspaper	Mason	Ludington	Ludington Daily News	Daily (except Sun)
Newspaper	Mecosta	Big Rapids	Pioneer	Daily (except Sun)
Newspaper	Mecosta	Big Rapids	Tri-County Shopping Guide	Weekly
Newspaper	Mecosta	Stanwood	Pioneer - East	Weekly
Newspaper	Menominee	Menominee	Herald Leader	Daily (except Sun)



Newspaper	Menominee	Stephenson	Menominee County Journal	Weekly
Newspaper	Midland	Coleman	Coleman Tribune	Weekly
Newspaper	Midland	Midland	Midland Daily News	Daily (except Sun)
Newspaper	Missaukee	Lake City	Waterfront	Weekly
Newspaper	Monroe	Dundee-Petersburg	Dundee-Petersburg Reporter	Weekly
Newspaper	Monroe	Monroe	Monroe Evening News	Daily (except Sun)
Newspaper	Monroe	Monroe	Guardian	Weekly
Newspaper	Montcalm	Carson City	Carson City Gazette	Weekly
Newspaper	Montcalm	Greenville	Greenville Daily News	Daily (except Sun)
Newspaper	Montcalm	Howard City	Howad City Record	Weekly
Newspaper	Montcalm	Lakeview	Enterprise	Weekly
Newspaper	Montmorency	Atlanta	Montmorency Co Tribune	Weekly
Newspaper	Muskegon	Fruitport	Fruitport Area News	Weekly
Newspaper	Muskegon	Muskegon	Muskegon Chronicle	Daily and Sun
Newspaper	Muskegon	North Muskegon	Lakeshore Times	Weekly
Newspaper	Muskegon	Norton Shores	Norton Shores & Roosevelt Park Examiner	Weekly
Newspaper	Muskegon	Ravenna	Ravenna Independent	Weekly
Newspaper	Muskegon	Whitehall	The White Lake Beacon	Weekly
Newspaper	National	National	USA Today	Daily (no Sunday)
Newspaper	Newaygo	Fremont	Times Indicator	Weekly
Newspaper	Oakland	Birmingham-Bloomfield	Eccentric	Weekly (chain)
Newspaper	Oakland	Clarkston	Clarkston News	Weekly
Newspaper	Oakland	Commerce-Walled Lake	Spinal Column Weekly	Weekly
Newspaper	Oakland	Famington	Farmington Forumn	Weekly (chain)
Newspaper	Oakland	Farmington	Observer	Weekly (chain)
Newspaper	Oakland	Holly	Herald Advertiser	Weekly
Newspaper	Oakland	Lake Orion	Lake Orion Review	Weekly
Newspaper	Oakland	Madison Hgts	Madison Heights Weekly	Weekly
Newspaper	Oakland	Milford	Milford Times	Weekly
Newspaper	Oakland	Milford-Highland	Spinal Column Weekly	Weekly
Newspaper	Oakland	Novi	Sun Forumn	Weekly (chain)
Newspaper	Oakland	Novi	Walled Lake News	Weekly
Newspaper	Oakland	Novi-Wixon	Spinal Column Weekly	Weekly (chain)
Newspaper	Oakland	Oakland	Legal Advisor	Weekly
Newspaper	Oakland	Oakland	Tech-Center News	Weekly
Newspaper	Oakland	Ortonville	County Line	Weekly
Newspaper	Oakland	Oxford	Oxford Leader	Weekly
Newspaper	Oakland	Pontiac	Oakland Press	Daily and Sun
Newspaper	Oakland	Pontiac	Oakland County Legal News	Weekly
Newspaper	Oakland	Pontiac	Oakland Legal Advertiser	Weekly
Newspaper	Oakland	Rochester	Clarion	Weekly
Newspaper	Oakland	Rochester	Eccentric	Weekly (chain)
Newspaper	Oakland	Rochester Hills	Rochester Hills Weekly Post	Weekly
Newspaper	Oakland	Royal Oak	Daily Tribune	Daily and Sun
Newspaper	Oakland	South Lyon	South Lyon Herald	Weekly (chain)
Newspaper	Oakland	Southfield	Eccentric	Weekly (chain)
Newspaper	Oakland	Southfield	Jewish News	Weekly
Newspaper	Oakland	Southfield	Sun	Weekly (chain)
Newspaper	Oakland	Troy	Eccentric	Weekly (chain)
Newspaper	Oakland	Troy-Northwest	Troy-Northwest Gazette	Weekly



Newspaper	Oakland	Union Lake	Spinal Column Weekly	Weekly (chain)
Newspaper	Oakland	Waterford	Spinal Column Weekly	Weekly (chain)
Newspaper	Oakland	West Bloomfield	Eccentric	Weekly (chain)
Newspaper	Oakland	West Bloomfield	Spinal Column Weekly	Weekly (chain)
Newspaper	Oakland	White Lake	Spinal Column Weekly	Weekly (chain)
Newspaper	Oceana	Hart	Hart Journal	Weekly
Newspaper	Oceana	Hart	Freeway	Weekly
Newspaper	Oceana	Whitehall	The White Lake Beacon	Weekly
Newspaper	Ogemaw	West Branch	Ogemaw County Herald	Weekly
Newspaper	Ontonagon	Ontonagon	Ontonagon Herald	Weekly
Newspaper	Osceola	Ewart	Ewart Review	Weekly
Newspaper	Osceola	Marion	Marion Press Weekly	Weekly
Newspaper	Osceola	Reed City	Herald News	Weekly
Newspaper	Oscoda	Mio	Oscoda County News in Review	Weekly
Newspaper	Oscoda	Mio	Oscoda County Herald	Weekly
Newspaper	Otsego	Gaylord	Gaylord Herald Times	Weekly
Newspaper	Otsego	Vanderbilt	Our Home Town Paper	Weekly
Newspaper	Ottawa	Grand Haven	Grand Haven Tribune	Daily (except Sun)
Newspaper	Ottawa	Grand Valley- Jenison	Advance	Weekly (chain)
Newspaper	Ottawa	Holland (also in Allegan)	Holland Evening Sentinel	Daily (except Sun)
Newspaper	Ottawa	Zeeland	Zeeland Record Weekly	Weekly
Newspaper	Presque Isle	Onaway	Outlook	Weekly
Newspaper	Presque Isle	Rogers City	Presque Isle Co Advance	Weekly
Newspaper	Roscommon	Houghton Lake	Houghton Lake Reporter	Weekly
Newspaper	Roscommon	Roscommon	Herald News	Weekly
Newspaper	Saginaw	Birch Run	Birch Run Herald	Weekly
Newspaper	Saginaw	Bridgeport	Bridgeport Officeal	Daily (except Sun)
Newspaper	Saginaw	Bridgeport	Bridgeport News	Weekly
Newspaper	Saginaw	Chesaning	Tri County Citizen	Weekly
Newspaper	Saginaw	Frankenmuth	Frankenmuth News	Weekly
Newspaper	Saginaw	Saginaw	Saginaw News	Daily and Sun
Newspaper	Saginaw	Saginaw	Saginaw Press	Weekly
Newspaper	Saginaw	Saginaw	Saginaw Township Times	Weekly
Newspaper	Sanilac	Brown City	Brown City Banner	Weekly
Newspaper	Sanilac	Carsonville-Pt Sanilac	Carsonville-Pt Sanilac Journal	Weekly
Newspaper	Sanilac	Crosell	Sanilac Jeffersonian	Weekly
Newspaper	Sanilac	Deckerville	Deckerville Record	Weekly
Newspaper	Sanilac	Marlette	Marlette Leader	Weekly
Newspaper	Sanilac	Minden City	Minden City Herald Weekly	Weekly
Newspaper	Sanilac	Sandusky	Sanilac Co News Advisor	Weekly
Newspaper	Schoolcraft	Manistiquite	Pioneer Tribune	Weekly
Newspaper	Shiawassee	Durand	Durand Express	Weekly
Newspaper	Shiawassee	Owosso	Argus Press	Daily (except Sun)
Newspaper	Shiawassee	Perry	Shiawassee Co Journal	Weekly
Newspaper	Shiawassee	Shiawassee	Shiawassee County Independent	Weekly
Newspaper	St Clair	Algonac	Courier Journal	Weekly
Newspaper	St Clair	Port Huron	Port Huron Times Herald	Daily and Sun
Newspaper	St Clair	Yale	Expositor	Weekly
Newspaper	St Joseph	Colon	Colon Express	Weekly
Newspaper	St Joseph	Sturgis	Sturgis Journal	Daily (except Sun)



Newspaper	St Joseph	Three Rivers	Three Rivers Commercial	Daily (except Sun)
Newspaper	St Joseph	Three Rivers	Penny Saver	Weekly
Newspaper	Tuscola	Caro	Tuscola County Advertiser	Weekly
Newspaper	Tuscola	Cass City	Cass City Chronicle	Weekly
Newspaper	Tuscola	Mayville	Mayville Monitor	Weekly
Newspaper	Tuscola	Millington	Herald Lakeview Aerial	Weekly
Newspaper	Tuscola	Vassar	Pioneer Times	Weekly
Newspaper	VanBuren	Decatur	Republican	Weekly
Newspaper	VanBuren	Paw Paw	Paw Paw Courier & Leader	Weekly
Newspaper	VanBuren	South Haven	South Haven Daily Tribune	Daily (except Sun)
Newspaper	Washtenaw	Ann Arbor	Michigan Daily News	Daily and Sun
Newspaper	Washtenaw	Ann Arbor	Ann Arbor News	Daily and Sun
Newspaper	Washtenaw	Ann Arbor	Ann Arbor Observer	Weekly
Newspaper	Washtenaw	Chelsea	Chelsea Standard	Weekly
Newspaper	Washtenaw	Dexter	Dexter Leader	Weekly
Newspaper	Washtenaw	Manchester	Enterprise	Weekly
Newspaper	Washtenaw	Milan	Milan Leader	Weekly
Newspaper	Washtenaw	Milan	Milan News	Weekly
Newspaper	Washtenaw	Saline	Saline Reporter	Weekly
Newspaper	Washtenaw	Ypsilanti	Ypsilanti Press	Daily and Sun
Newspaper	Wayne	Allen Park	Allen Parker	Weekly (chain)
Newspaper	Wayne	Belleville	Belleville Enterprise	Weekly
Newspaper	Wayne	Belleville	Belleville View	Weekly
Newspaper	Wayne	Canton Twp	Canton Eagle	Weekly
Newspaper	Wayne	Canton Twp	Observer	Weekly (chain)
Newspaper	Wayne	Dearborn	Dearborn Press and Guide	Weekly
Newspaper	Wayne	Dearborn	Dearborn Times Herald	Weekly
Newspaper	Wayne	Dearborn Hgts	Dearborn Hgts Leader	Weekly
Newspaper	Wayne	Detroit	Detroit Fee Press	Daily and Sun
Newspaper	Wayne	Detroit	Detroit News	Daily and Sun
Newspaper	Wayne	Detroit	Detroit Legal News	Daily (except Sun)
Newspaper	Wayne	Detroit	Brightmoor Journal	Weekly
Newspaper	Wayne	Detroit	Michigan Chronicle	Weekly
Newspaper	Wayne	Detroit	Catholic News	Weekly
Newspaper	Wayne	Detroit	Home Gazette	Weekly
Newspaper	Wayne	Detroit	Labor News	Weekly
Newspaper	Wayne	Detroit	Legal Advertiser	Weekly
Newspaper	Wayne	Detroit	Detroit Monitor	Weekly
Newspaper	Wayne	Detroit	Motor City News	Weekly
Newspaper	Wayne	Detroit	Northeast Detroit-Harper Woods News	Weekly
Newspaper	Wayne	Detroit	Metro Times	Weekly
Newspaper	Wayne	Detroit	Polish News (English Edition)	Weekly
Newspaper	Wayne	Detroit	St Clair Shores Herald	Weekly
Newspaper	Wayne	East Detroit	East Detroit Eastsider	Weekly
Newspaper	Wayne	East Detroit	East Detroit Eastsider - Advertiser	Weekly
Newspaper	Wayne	Ecorse	Ecorse Enterprise	Weekly (chain)
Newspaper	Wayne	Garden City	Garden Observer	Weekly (chain)
Newspaper	Wayne	Grosse Ile	Ile Camera	Weekly
Newspaper	Wayne	Grosse Pointe	Grosse Pointe News	Weekly
Newspaper	Wayne	Hamtramck	Citizen Weekly	Weekly
Newspaper	Wayne	Highland Park-Chrysler	Highland Park Times	Weekly



Newspaper	Wayne	Inkster	Ledger Star	Weekly
Newspaper	Wayne	Lincoln Park	Lincoln Parker Weekly	Weekly (chain)
Newspaper	Wayne	Livonia	Livonia News	Weekly
Newspaper	Wayne	Livonia	Observer	Weekly (chain)
Newspaper	Wayne	Melvindale	Messenger	Weekly (chain)
Newspaper	Wayne	Northville	Northville Record	Weekly
Newspaper	Wayne	Plymouth	Plymouth Community Crier	Weekly
Newspaper	Wayne	Plymouth	Observer	Weekly (chain)
Newspaper	Wayne	Redford	Observer	Weekly (chain)
Newspaper	Wayne	Redford	Redford Record	Weekly
Newspaper	Wayne	Redford Twp	Redord Township News	Weekly
Newspaper	Wayne	Romulul	Roman	Weekly
Newspaper	Wayne	Southgate	Sentinel	Weekly
Newspaper	Wayne	St Clair Shores	St Clair Shores Herald	Weekly
Newspaper	Wayne	Taylor	Taylor Tribune	Weekly
Newspaper	Wayne	Troy	Somerset Gazette	Weekly
Newspaper	Wayne	Wayne	Eagle	Weekly (chain)
Newspaper	Wayne	Westland	Eagle	Weekly (chain)
Newspaper	Wayne	Westland	Observer	Weekly (chain)
Newspaper	Wayne	Westland	Westland Times	Weekly
Newspaper	Wexford	Cadillac	Cadillac News	Daily (except Sun)
Newspaper				
Busn/Trade Journals	Grand Traverse	Traverse City	Grand Traverse Business Journal	Monthly
Busn/Trade Journals	Ingham	Lansing	Business Review (five areas in MI)	Monthly
Busn/Trade Journals	Ingham	Lansing	Lansing Business Journal	Monthly
Busn/Trade Journals	Ingham	Lansing	Michigan Busienss	Monthly
Busn/Trade Journals	Ingham	Lansing	Modern Health	Monthly
Busn/Trade Journals	Ingham	Lansing	Michigan Tourist Monthly	Monthly
Busn/Trade Journals	Kent	Grand Rapids	Grand Rapids Business Journal	Monthly
Busn/Trade Journals	Kent	Grand Rapids	Grand Rapids Magazine	Monthly
Busn/Trade Journals	Wayne	Detroit	Crain's Detroit Business	Monthly
Busn/Trade Journals	Wayne	Detroit	The Detroitier	Monthly
Busn/Trade Journals	Wayne	Detroit	Monday Morning News Paper Group-Auto	Monthly
Busn/Trade Journals	Wayne	Dearborne	Michigan Living	Monthly
Busn/Trade Journals	Wayne	Detroit	Health Care Weekly Review	Weekly

1.102 RESEARCH AND DEVELOPMENT: RESERVED
 RESERVED: Section not applicable at this time.

1.103 QUALITY ASSURANCE PROGRAM: RESERVED
 RESERVED: Section not applicable at this time.

1.104 WARRANTY FOR PRODUCTS OR SERVICES: RESERVED
 RESERVED: Section not applicable at this time.



1.2 Service Capabilities

1.201 CUSTOMER SERVICE/ORDERING

Contractor shall:

- A. Receive orders by electronic mail (email), by telephone, facsimile, and by written order;
- B. Consider delivery order or task order "issued" when the Contractor receives the order from an authorized State of Michigan Agency or Department representative orally by telephone, or written order received by facsimile or by electronic commerce method [electronic mail, etc.];
- C. Provide a statewide toll-free phone number for telephone orders and customer service calls;
- D. Have internal controls (to be approved by Acquisition Services [OAS] as contract administrator deems needed and appropriate) to insure that only authorized State Department or Agency representatives order the contracted service;
- E. Verify orders that have quantities that appear to be abnormal or excessive;
- F. Provide accessible customer service department or assign a staff person specifically designated to State of Michigan accounts, who is an experienced sales representatives and who can timely or promptly follow-up on State of Michigan accounts or State inquiries (w/in at least two business days from date of contact);
- G. All delivery orders or task orders are subject to the terms and conditions of this AGREEMENT;
- H. In the event of conflict between a delivery order or task order and this contract, the Contractor shall control and dictate the terms of the situation to assure the State's request is fulfilled per the terms of this AGREEMENT.

1.202 TRAINING: **RESERVED**

RESERVED: Section not applicable at this time.

1.203 REPORTING: **RESERVED**

RESERVED: Additional section not applicable at this time.

See § 1.003 (*Project Control, Reporting*)

1.204 SPECIAL PROGRAMS: **RESERVED**

RESERVED: Section not applicable at this time.

1.205 SECURITY: **RESERVED**

RESERVED: Section not applicable at this time.

1.3 Delivery Capabilities

1.301 TIME FRAMES

Contractor shall assure that all orders are delivered within three (3) business days after receipt of order from an authorized State Department or Agency representative.

1.302 COMMITMENT / MINIMUM ORDER

Contractor shall require no minimum order. Contractor agrees that the State is not obligated to purchase this service in any amount and that payment will be issued only for items ordered from individual State Department(s) or Agenc(y)ies.

1.303 PACKAGING: **RESERVED**

RESERVED: Section not applicable at this time.

1.304 PALLETIZING: **RESERVED**

RESERVED: Section not applicable at this time.



1.305 DELIVERY TERM

Standard delivery will be with

United Parcel Service (UPS) must be used in instances where the weight of the shipment is less than 150 lbs., or where shipments could be separated into smaller parcels such as three (3) 50 lb. packages. Also, if the shipment weighs less than 150 lbs, but costs \$3000 or more, it must be sent by the appropriate carrier listed above.

If the Contractor fails to follow these shipping instructions, the State shall pay the carrier used and deduct the difference from the Contractor's invoice for the amount that was charged and the amount that would have been charged if the requested carrier had been used.

1.4 Project Price

1.401 PROPOSAL PRICING / FISCAL PERIODS

- A. The State of Michigan is not liable for and will not reimburse any cost(s) incurred by any bidder prior to final execution (signing) of a Contract by all parties.
- B. The services to be procured would be effective for an initial contract period of approximately four and one-half fiscal years, from April 01, 2005 through September 30, 2010.
- C. Upon:
 - a. annual evaluation and determination by the State of a continued need for service; and,
 - b. upon the continued appropriation of funding for such service(s); and,
 - c. upon final approval by the state's purchasing authorit(y)ies;

The contract may allow five (5) options to extend the agreement for one year (up to a maximum of five [5] fiscal years), through September 30, 2015.

Note: - The State Fiscal Year (FY) is October 1st through September 30th. Execution or continuation of any state contractual agreement, and payment for state contract, during any given fiscal year is contingent upon enactment of legislative appropriations.

1.402 QUICK PAYMENT TERMS

The State of Michigan is interested in payment terms that reflect cost savings to the State based on an accelerated payment process. Contractor agrees to provide quick payment terms to the State (i.e. 01% discount off invoice if paid within 21 days).

1.403 PRICING TERMS

- A. Pricing for this Agreement shall be Fixed with prospective re-determination at the end of the initial contract period defined above (of 09/30/2010):
 - 1. Prices quoted are the maximum for each State Fiscal year from the date the Contract becomes effective.
 - 2. Prices are subject to change at the end of each Fiscal period. Such changes shall be based on changes in Contractor's actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Office of Acquisition Services 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). Acquisition Services 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.



3. Approved changes shall be firm for the remainder of a contract fiscal period unless further revised at the end of the next 365-day period.
4. Rates shall remain fixed for each entire fiscal period time contract is effective, unless postage rates increase during that fiscal period and Vendor notifies the State at least 60-days in advance of such a request for increase, up to a maximum of \$5.00 per reading-fee, per postage rate increase by the US Postal Service.
5. All requests for price changes shall be RECEIVED IN WRITING AT LEAST SIXTY (60) DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the 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.

1.404 FEES / RATES

Rates per unit of service are as follows:

Unit / Service Descriptions:	Rates per Unit:
<i>Reading</i>	
Reading – Standard	\$ 55.00
Includes a monthly fee for reading publication list (approximately 400 publications), and weekly mailing of any articles applicable to State Agency's Request.	
Reading – Premium.	\$ 75.00
Includes a monthly fee for reading publication list (approximately 400 publications) and daily mailing of any articles applicable to State Agency's Request.	
<i>Clipping:</i>	
Clip	\$ 0.60
Is defined as a fee for clipping any article per one-half of a full news paper page.	
Tear-sheet.	\$ 1.20
Is defined as a fee for clipping any article reaching one full news paper page.	

1.5 Quantity per term –

Requirements: Vendor agrees to supply all that the state requires or requests.

**1.6 Other Terms and Conditions Needed for this Contract – Reserved.
(Not applicable at this time.)**



Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

The Contract is for printed news (paper) clipping services for the State of Michigan. Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during the 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. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form.

Attached is a listing of State of Michigan Executive agencies and/or locations that may order from the Contract. The listing shall not limit participation of additional agencies/locations as the need may develop at the same prices, terms and conditions. Units of local government may also issue orders (see attached Non-State Agency Statement):

Prefix Agency / Department Code	Name / Title
011	Executive Office
071	Management and Budget
111	Attorney General
151	Civil Rights
191	Civil Service
231	Department of State
270	Gaming Control
271	Treasury
275	Lottery
313	Education
391	Community Health
313	Education
391	Community Health
431	Human Services
472	Corrections
511	Military Affairs
551	State Police
591	Transportation
592	Mackinaw Bridge Authority
641	Labor and Economic Growth
751	Natural Resources
761	Environmental Quality
791	Agriculture
801	Career Development
930	Library of Michigan

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

The Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for all Executive State Agencies and Departments, hereinafter known as OAS. Where actions are a combination of those of Acquisition Services and the State agencies, 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 commodities and/or services described herein.



Acquisition Services is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process.

Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the contract from any individual or office other than Acquisition Services and the listed contract administrator

All communications covering this procurement must be addressed to contract administrator indicated below:

Department of Management and Budget
Acquisition Services
Attn: Little, Malynda
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 373-8622
littlem3@michigan.gov

2.003 NOTICE

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.

2.004 CONTRACT TERM

The term of this Contract will be for approximately four and one half (4.5) years and will commence with the issuance of a Contract. This will be 04/01/2006 through 09/30/2010.

Option. The State reserves the right to exercise five (5) one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.

Extension. At the sole option of the State, the contract may also be extended. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.

Written notice will be provided to the Contractor within thirty (30), provided that the State gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option clause.

2.005 GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)



MI OSHA MCL §§ 408.1001 – 408.1094
Freedom of Information Act (FOIA) MCL §§ 15.231, et seq.
Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.
MI Consumer Protection Act MCL §§ 445.901 – 445.922
Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.
Department of Civil Service Rules and regulations
Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.
Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.
MCL §§ 423.321, et seq.
MCL § 18.1264 (law regarding debarment)
Davis-Bacon Act (DBA) 40 USCU § 276(a), et seq.
Contract Work Hours and Safety Standards Act (CWHSSA) 40 USCS § 327, et seq.
Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795
Rules and regulations of the Environmental Protection Agency
Internal Revenue Code
Rules and regulations of the Equal Employment Opportunity Commission (EEOC)
The Civil Rights Act of 1964, USCS Chapter 42
Title VII, 42 USCS §§ 2000e et seq.
The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.
The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.
The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.
The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.
The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.
Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106
Sherman Act, 15 U.S.C.S. § 1 et seq.
Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.
Clayton Act, 15 U.S.C.S. § 14 et seq.

2.007 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.

2.008 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.

2.009 MERGER

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

2.010 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.

2.011 SURVIVORSHIP

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 the Contract for any reason.

**2.012 NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of the 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.

2.013 PURCHASE ORDERS

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

Acquisition Services has given the State Departments approval to make payments for commodities and services purchased from this contract through Direct Voucher. For this reason, the Contractor may be asked to reference the Blanket Purchase Order/Contract number rather than a Purchase Order Number when invoicing for payment.

2.1 Vendor/Contractor Obligations**2.101 ACCOUNTING RECORDS**

The Contractor and all subcontractors shall 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 years from expiration date and final payment on the Contract or extension thereof.

2.102 NOTIFICATION OF OWNERSHIP

The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Acquisition Services within 30 days.
2. The Contractor shall also notify the Acquisition Services 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. The Contractor shall:
 - a. Maintain current, accurate, and complete inventory records of assets and their costs;
 - b. Provide Acquisition Services or designated representative ready access to the records upon request;
 - c. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and
 - d. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

2.103 SOFTWARE COMPLIANCE - RESERVED

**2.104 RESERVED****2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE) - RESERVED****2.106 PREVAILING WAGE**

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Consumer and Industry Service, Bureau of Safety and Regulation, Wage/Hour Division schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Consumer and Industry Services, the office responsible for enforcement of the wage rates and fringe benefits. You shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.107 PAYROLL AND BASIC RECORDS

Payrolls and basic records relating to the performance of this contract shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

The Contractor shall submit a copy of all payrolls to the Contract Administrator upon request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained as indicated above.

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors upon request from the Contract Administrator

The Contractor or subcontractor shall permit the Contract Administrator or representatives of the Contract Administrator or the State of Michigan to interview employees during working hours on the job.

If the Contractor or subcontractor fails to submit required records or to make them available, the Contract Administrator may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment.

2.108 COMPETITION IN SUB-CONTRACTING

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

**2.109 CALL CENTER DISCLOSURE**

Vendor and/or all subcontractors involved in the performance of this contract providing call or contact center services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

2.2 Contract Performance**2.201 RESERVED****2.202 RESERVED****2.203 RESERVED****2.204 RESERVED****2.205 ELECTRONIC PAYMENT AVAILABILITY**

Electronic transfer of funds is available to State contractors. Vendor is required register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

2.206 RESERVED**2.3 Contract Rights and Obligations****2.301 INCURRING COSTS**

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

2.302 CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors 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. Any change in subcontractors must be approved by the State, in writing, prior to such change.

2.303 ASSIGNMENT AND DELEGATION

The Contractor shall not have the right to assign this Contract, to assign its rights under this contract, or delegate any of its duties or obligations under the 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 Director of Acquisition Services.

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

Bidder must obtain the approval of the Director of Acquisition Services before using a place of performance that is different from the address that bidder provided in the bid.

**2.304 TAXES**

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

2.305 INDEMNIFICATION**A. General Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), 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:

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

B. Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements 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 such 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 such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software,



commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such 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.

C. Code Indemnification

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

D. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, 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 other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, 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 sub clause.

E. Continuation of Indemnification Obligation

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

F. Indemnification Procedures

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

1. After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such 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 so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall 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 prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.
2. If Contractor delivers a Notice of Election relating to any claim: (a) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (b) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (c) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (d) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law.



Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (b) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to 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.

3. 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 shall have the right to defend the claim in such 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 shall promptly reimburse the State for all such reasonable costs and expenses.

2.306 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 apply to claims for infringement of United States patent, copyright, trademarks 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; to Contractor's indemnification obligations (2.305); 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 shall be limited to the value of the Contract.

2.307 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.

2.308 FORM, FUNCTION, AND UTILITY

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

2.310 PURCHASING FROM OTHER STATE AGENCIES

State agencies are exempt from utilizing the resulting Contract if they would instead prefer to purchase similar items from the following State agencies:

- Michigan State Industries (MSI), which provides valuable training opportunities for inmates at State correctional facilities.
- Department of Management and Budget, Print and Graphics Services

**2.311 TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to sixty (60) after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance.

2.312 RESERVED**2.313 RESERVED****2.314 WEBSITE INCORPORATION**

State expressly states that it will not be 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 such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

2.4 Contract Review and Evaluation**2.401 CONTRACT COMPLIANCE INSPECTOR**

Upon receipt at Acquisition Services of the properly executed Contract Agreement(s), the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of the Contract. However, overseeing the Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Acquisition Services.** The Contract Compliance Inspector for this project is:

Malynda Little
Department of Management & Budget
Office of Acquisition Services
530 West Allegan Street – 2nd Floor, Lansing, MI 48909
email: littlem3@michigan.gov
Tel: (517) 373-8622

2.402 PERFORMANCE REVIEWS

Acquisition Services may, in conjunction with all State Agencies or Departments that utilize this service, may review with the Contractor its performance under this Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but are not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

**2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS**

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

2.5 Quality and Warranties**2.501 PROHIBITED PRODUCTS**

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Acquisition Services has approved a change.

2.502 QUALITY ASSURANCE - RESERVED**2.503 INSPECTION - RESERVED****2.504 GENERAL WARRANTIES - RESERVED****2.505 CONTRACTOR WARRANTIES**

The Contractor will enforce customary representations and warranties for this service, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this contract.
9. The contract appendices, attachments, and exhibits identify all equipment and software services necessary for the deliverable(s) to perform and operate in compliance with the contract's requirements.



10. The Contractor is the lawful owner or licensee of any Deliverable licensed or sold to the state by Contractor or developed by Contractor under this contract, and Contractor has all of the rights necessary to convey to the state the ownership rights or license use, as applicable, of any and all Deliverables.
11. If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items as set forth in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
12. The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Contractor.
13. The Contractor is qualified and registered to transact business in all locations where required.
14. Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.
15. All financial statements, reports, and other information furnished by Contractor to the State in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor. All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

2.506 STAFF - RESERVED

2.507 RESERVED

2.508 EQUIPMENT WARRANTY - RESERVED

2.509 RESERVED

2.6 Breach of Contract

2.601 BREACH DEFINED

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this contract.

**2.602 NOTICE AND THE 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.

2.603 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 hereunder 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.

2.7 Remedies**2.701 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 re-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 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. Approvals Rescinded. The State may terminate this Contract without further liability or penalty 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 7. 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 such written notice.

2.702 RIGHTS UPON CANCELLATION

Termination Assistance. If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect.



Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

2.703 LIQUIDATED DAMAGES - RESERVED

2.704 STOP WORK - RESERVED

2.705 SUSPENSION OF WORK

2.8 Changes, Modifications, and Amendments

2.801 APPROVALS

The Contract may not be 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.

2.802 TIME EXTENTIONS

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

2.803 MODIFICATION

Acquisition Services reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. The item(s) may be included on the Contract, only if prior written approval has been granted by Acquisition Services.

2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this contract to the Contract Administrator in Acquisition Services. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of the contractor's records, including computations and projections, related to:



1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

2.805 CHANGES

- A. The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:
 1. In the specifications (including drawings and designs);
 2. In the method or manner of performance of the work;
 3. In the Government-furnished facilities, equipment, materials, services, or site; or
 4. Directing acceleration in the performance of the work.
- B. Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:
 1. The date, circumstances, and source of the order; and
 2. That the Contractor regards the order as a change order.
- C. Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.