

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

December 15, 2009

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B7200040
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR LexisNexis Matthew Bender & Company, Inc. 1275 Broadway Albany, NY 12204 Jennifer.l.mckenna@lexisnexis.com	TELEPHONE (800) 424-4200 X3598 Jennifer McKenna
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-6535 William C. Walsh, CPPB
Contract Compliance Inspector: Kim Laird (517) 373-5866 Publication Subscriptions – Department of History, Arts and Libraries	
CONTRACT PERIOD 3 Years From: October 1, 2006 To: September 30, 2010	
TERMS <p style="text-align: center;">Net 30</p>	SHIPMENT <p style="text-align: center;">As Quoted</p>
F.O.B. <p style="text-align: center;">Delivered</p>	SHIPPED FROM <p style="text-align: center;">Miamisburg, OH</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE(S):

Effective immediately, the State hereby exercises option 01 of 02 one-year options to extend, revising the Contract end date to September 30, 2010.

Additionally, the attached title listing is hereby incorporated into this Contract.

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

AUTHORITY/REASON:

Per agency request, vendor agreement and DMB/Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$165,155.40



Account #2133282001
 Library of Michigan
 Law Library
 Serials Section
 702 W Kalamazoo St
 Lansing MI 48915

Pub #	Title	Media	Status	LP Date	Qty	Exp Date	List Renewal Price	New Service Price	New Non-Svc Price
00020	Antieau on Local Government Law	PS	U		1	6/1/2010	\$1,485.00		
00709	Construction Law	PS	U		1	6/1/2010	\$1,396.00		
00132	Benders Immigration & Nationality Act Service	PS	U		1	7/1/2010	\$148.00		
00147	Law of Electronic Funds Transfers	PS	U		1				
00160	Brown Law of Oil & Gas Leases	PS	U		1				
00197	Apprehending & Prosecuting Drunk Driver	PS	U		1				
00219	Collier on Bankruptcy	PS	U		1	7/1/2010	\$4,647.00		
00221	Collier Bankruptcy Act Pamphlets 1,2,3 Continuity Service	PS	U		1				
00325	Immigration Law & Procedure	PS	U		1	7/1/2010	\$1,972.00		
00340	Larsons Workers Compensation Law	PS	U		1	8/1/2010	\$3,180.00		
00365	Prosecution & Defense of Crim Conspiracy	PS	U		1				
00375	Adoption Law & Practice	PS	U		1	6/1/2010	\$332.00		
00386	Ins & Risk Mgmt for State & Local Govt	PS	U		1				
00421	Bender's Immigration Bulletin	PS	U		1	7/1/2010	\$774.00		
00460	Nichols on Eminent Domain	PS	U		1	9/1/2009	\$3,610.00		
00465	Nimmer on Copyright	PS	U		1	8/1/2010	\$1,818.00		
00543	Police Civil Liability	PS	U		1				
00673	Criminal Investigation Handbook	PS	U		1				
00695	Benders Immigration Regulation Service	PS	U		1	7/1/2010	\$321.00		
04306	Federal Antitrust Laws	PS	U		1				
04350	MI Civil Procedure Litigation Manual	PS	U		1				
04355	Law of Premises Liability S/O	PS	U		1				
04476	Page on Wills	PS	U		1				
37578	NWsp Veterans Benefits Manual S/B	PS	U		1				
44040	MI Compiled Laws Service 76 Vols	PS	U		1	5/1/2010	\$936.00		
44450	MI CIs Advance Legislative Service	PS	U		1	5/1/2010	\$71.00		
57043	MI CIs Quarterly Update Service	PS	U		1	5/1/2010	\$50.00		
60099	New Appleman Insurance Law Practice Guide S/O	PS	U		1				
60712	Contract Drafting Guidebook Hardbound	PS	U		1				
60748	Waters & Water Rights 1991	PS	U		1				
60877	Federal Criminal Trials	PS	U		1				
60895	Clark on Surveying & Boundaries	PS	U		1				

Pub. #	Title	Media	Status	LP Date	Qty	Exp Date	List Renewal Price	New Service Price	New Non-Svc Price
61380	Real Estate Law for the General Practnr	PS	U		1				
61876	Regulatory Takings	PS	U		1				
62030	Lawyers Medical Cyclopedia	PS	U		1				
62410	Court Martial Procedure	PS	U		1				
62720	Medical Malpractice Hardbound	PS	U		1				
62978	Crim Evidentiary Foundations	PS	U		1				
63041	Evidentiary Foundations Hardbound	PS	U		1				
63130	Appleman Insurance Law & Practice	PS	U		1				
63310	Corbin on Contracts	PS	U		1				
63830	MI Law & Practice Encyclopedia	PS	U		1				
63962	Liability of Corporate Officers & Directors 7th Edition	PS	U		1				
64160	Killer Roads from Crash to Verdict	PS	U		1				
64241	Prosecutorial Misconduct	PS	U		1				
65190	Newsgathering & the Law	PS	U		1				
65810	Mental Disability Law Civil & Criminal	PS	U		1				
66538	Fed Rules Evid Manual	PS	U		1				
66911	Military Rules of Evidence	PS	U		1				
66921	Judicial Conduct & Ethics	PS	U		1				
67164	Comparative Negligence	PS	U		1				
74600	Michie Banks & Banking	PS	U		1				
76400	MI Digest 44 Volume	PS	U		1				
80464	Fed Standards of Review	PS	U		1				
81729	MI Real Estate Forms	PS	U		1				
82447	Supervisors Gde Doc Emp Discipline	PS	U		2				
83550	State Constl Law Litg Indiv Rights	PS	U		1				
04345	Sixth Circuit Practice Manual	PC	U		1				
45320	Co Red Book Grats Subscriptions	PC	U		1				
00030	Art of Advocacy Summation	PS	L	6/19/2007	1				\$313.00
00038	Art of Advocacy Preparation of the Case	PS	L	6/19/2007	1				\$325.00
00040	Art of Advocacy Jury Selection	PS	L	6/19/2007	1				\$325.00
00041	Art of Advocacy Settlement	PS	L	6/19/2007	1				\$325.00
00042	Art of Advocacy Cross Exam of Non Med Expert	PS	L	6/19/2007	1				\$325.00
00044	Art of Advocacy Discovery	PS	L	6/19/2007	1				\$325.00
00049	Art of Advocacy Appeals	PS	L	6/19/2007	1				\$325.00
00068	Computer Law	PS	L	9/1/2007	1			\$1,035.00	
00082	Art of Advocacy Demonstrative Evidence	PS	L	6/19/2007	1				\$4,535.00
00090	Benders Federal Practice Forms	PS	L	12/19/2007	1			\$3,982.00	
00103	Benders Forms of Discovery	PS	L	8/1/2009	1			\$796.00	
00104	Defense of Speeding, Reckless Driving	PS	L	9/1/2007	1			\$4,219.00	
00130	Benedict on Admiralty	PS	L	9/1/2007	1			\$1,214.00	
00148	Telecommunications Regulation	PS	L	7/20/2009	1			\$1,676.00	
00199	Civil Rights Actions	PS	L	8/1/2008	1			\$1,442.00	
00213	Child Custody & Visitation Law & Prac	PS	L	9/1/2007	1			\$2,997.00	
00216	Debtor & Creditor Law	PS	L	9/1/2009	1			\$1,154.00	
00257	Drug Product Liability	PS	L	7/20/2009	1			\$2,361.00	
00301	Administrative Law	PS	L	7/20/2009	1				

Pub. #	Title	Media	Status	LP Date	Qty	Exp. Date	List Renewal Price	New Service Price	New Non-Svc Price
00307	Law of Hazardous Waste	PS	L	7/20/2009	1			\$1,328.00	
00311	Gas Industry Regulation	PS	L	9/1/2007	1			\$1,887.00	
00313	Forensic Sciences	PS	L	9/1/2007	1			\$1,272.00	
00314	Franchising	PS	L	9/1/2009	1			\$1,656.00	
00323	Grad, Treatise on Environmental Law	PS	L	8/1/2009	1			\$1,836.00	
00326	Government Contracts	PS	L	8/1/2009	1			\$2,129.00	
00360	Lindey & Parley on Separation Agreements	PS	L	9/1/2007	1			\$567.00	
00389	Insurance Bad Faith Litigation	PS	L	9/1/2007	1			\$445.00	
00400	MI Corporation Law	PS	L	5/1/2009	1			\$411.00	
00401	Current Leasing Law & Techniques	PS	L	9/1/2007	1			\$1,548.00	
00404	Midwest Transaction Guide	PS	L	8/1/2009	1			\$2,204.00	
00410	Moore's Federal Practice	PS	L	8/1/2009	1			\$5,498.00	
00438	Brownfields Law & Practice	PS	L	7/20/2009	1			\$831.00	
00485	Modern Fed Jury Instructions	PS	L	12/19/2007	1			\$1,531.00	
00534	Occupational Safety & Health Act (Osha)	PS	L	9/1/2007	1			\$857.00	
00550	Powell on Real Property	PS	L	7/9/2009	1			\$3,396.00	
00568	Premises Liability Law & Practice	PS	L	9/1/2007	1			\$1,017.00	
00626	Employment Discrimination	PS	L	12/19/2007	1			\$2,216.00	
00726	Gilson on Trademarks	PS	L	8/1/2009	1			\$1,784.00	
00779	Unjust Dismissal	PS	L	9/1/2007	1			\$846.00	
00803	Weinstein's Federal Evidence	PS	L	8/1/2008	1			\$2,868.00	
00820	Williams & Meyers Oil & Gas Law	PS	L	8/1/2009	1			\$1,587.00	
00845	Zoning & Land Use Controls	PS	L	8/1/2008	1			\$2,427.00	
01316	Benedict's Maritime Bulletin	PS	L	9/1/2007	1			\$270.00	
01371	Homeland Security Deskbook Set	PS	L	7/15/2009	1			\$235.00	
26715	MI Criminal & Motor Vehicle Field Guide	PS	L	10/23/2008	2			\$113.00	
37710	USCs Adv Sheets/Als Subscription	PS	L	4/21/2008	1				\$127.00
43002	Ma Laws Rules 2 Vols Soft-Bound	PS	L	11/3/2004	1				\$737.00
43205	Ky Revised Stats 38 Volumes	PS	L	3/24/2008	1				\$111.00
44040	MI Court Rules Annotated	PS	L	4/21/2008	1				\$277.00
80969	Guide to Intl Legal Research	PS	L	7/1/2009	1				
88000	VI Reports 49 Volume Set	PS	L	3/24/2008	1				\$1,020.00

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

June 25, 2007

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B7200040
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR LexisNexis Matthew Bender & Company, Inc. 1275 Broadway Albany, NY 12204 Jennifer.l.mckenna@lexisnexus.com	TELEPHONE (800) 424-4200 X3598 Jennifer McKenna
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-6535 William C. Walsh, CPPB
Contract Compliance Inspector: Kim Laird (517) 373-5866 Publication Subscriptions – Department of History, Arts and Libraries	
CONTRACT PERIOD 3 Years From: October 1, 2006 To: October 1, 2009	
TERMS Net 30	SHIPMENT As Quoted
F.O.B. Delivered	SHIPPED FROM Miamisburg, OH
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE(S):

Effective June 22, 2007 the following CHANGES are incorporated into this Contract:

The following titles are to be REMOVED from this Contract:

Adoption Law & Practice Full set (00375)
Antieau Local Government full set (00020)
Computer Law Full set (Bender)
Defense of Speeding (00104)
Construction Law (00109)
Benedict Admiralty (00130)
Telecommunications Regulations (00148)
Child Custody Visitation (00213)
Law Hazardous Waste (00397)
Gas Industry (00311)
Forensic Sciences (00313)
Lindey Parley Separation Agreement (00360)
Insurance Bad Faith Litigation (00389)
Current Leasing Law (00401)
Brownfields Law) (00438)
Occupational Safety Health Act (00534)
Premises Liability (00568)
Unjust Dismissal (00739)
Homeland Security Deskbook set (01371)

**Contract #071B7200040
Change Notice No. 1
Page Two**

The following titles are to be ADDED to this Contract:

Pub	ISBN	Qty	Publication Description	Sub Type	Original Sub Price	Discount	Discounted Sub Price	S&S
219	820520497	1	COLL BANKRUPTCY 15TH FULL SET W/SVC	Service	\$3,756.00	30%	\$2,629.20	
325	820513253	1	IMMIGRATION LAW & PROC SET W/SVC	Service	\$2,043.00	30%	\$1,430.10	
323	820513237	1	GRAD TREAT ENVIR LAW FULL SET W/SVC	Service	\$1,517.00	30%	\$1,061.90	
465	820514659	1	NIMMER ON COPYRIGHT FULL SET W/SVC	Service	\$1,745.00	30%	\$1,221.50	
845	082051845X	1	ZONING & LAND USE FULL SET W/SVC	Service	\$2,081.00	30%	\$1,456.70	
314	820513148	1	FRANCHISING FULL SET W/SVC	Service	\$1,419.00	30%	\$993.30	
326	820513261	1	GOVERNMENT CONTRACTS FULL SET W/SVC	Service	\$1,760.00	30%	\$1,232.00	
199	820511994	1	CIV RIGHTS ACTIONS FULL SET W/SVC	Service	\$1,464.00	30%	\$1,024.80	
803	820518034	1	WEINSTEINS FED EVID FULL SET W/SVC	Service	\$2,458.00	30%	\$1,720.60	
820	820521485	1	W&M OIL & GAS LAW FULL SET W/SVC	Service	\$1,354.00	30%	\$947.80	
543	820515434	1	POLICE CIVIL LIABILITY FULL SET	Non-Service	\$381.00	30%	\$266.70	
160	820511609	1	BROWN LAW OIL & GAS LEASES FULL SET	Non-Service	\$399.00	30%	\$279.30	

All other Terms, Conditions and Pricing not noted above shall remain the same.

AUTHORITY/REASON:

Per request of Agency (e-mail Kim Laird dated 6/22/07) and agreement of Contractor.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$ 165,155.40

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 19, 2006

NOTICE
TO
CONTRACT NO. 071B7200040
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR LexisNexis Matthew Bender & Company, Inc. 1275 Broadway Albany, NY 12204 Jennifer.I.mckenna@lexisnexus.com	TELEPHONE (800) 424-4200 X3598 Jennifer McKenna
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	BUYER (517) 373-6535 William C. Walsh, CPPB
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CONTRACT PERIOD 3 Years From: October 1, 2006 To: October 1, 2009	
TERMS Net 30	SHIPMENT As Quoted
F.O.B. Delivered	SHIPPED FROM Miamisburg, OH
MINIMUM DELIVERY REQUIREMENTS N/A	

The terms and conditions of this Contract are attached.

Total Estimated Contract Value: \$ 165,155.40

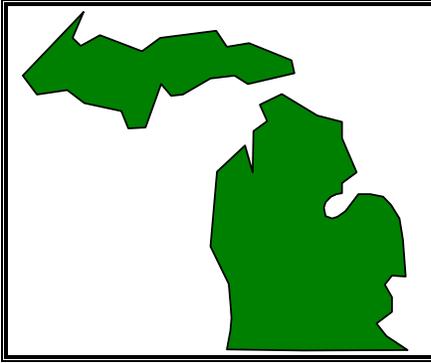
STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B7200040
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR LexisNexis Matthew Bender & Company, Inc. 1275 Broadway Albany, NY 12204 <p style="text-align: right;">Jennifer.l.mckenna@lexisnexus.com</p>	TELEPHONE (800) 424-4200 X3598 Jennifer McKenna VENDOR NUMBER/MAIL CODE BUYER (517) 373-6535 William C. Walsh, CPPB
Contract Compliance Inspector: Kim Laird (517) 373-5866 Publication Subscriptions – Department of History, Arts and Libraries	
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F.O.B. <p style="text-align: center;">Delivered</p>	SHIPPED FROM <p style="text-align: center;">Miamisburg, OH</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: <p>The terms and conditions of this Contract are attached.</p> <p>Total Estimated Contract Value: \$ 165,155.40</p>	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry and your quote. A Purchase Order Form will be issued only as the requirements of the State Departments are submitted to Purchasing Operations. Orders for delivery may be issued directly by the State Departments through the issuance of a Purchase Order Form.

FOR THE VENDOR: LexisNexis – Matthew Bender & Co. Inc. _____ Firm Name	FOR THE STATE: _____ Signature William C. Walsh, CPPB, Buyer Manager _____ Name/Title Services Division, Purchasing Operations _____ Department
Authorized Agent Signature	Services Division, Purchasing Operations
Authorized Agent (Print or Type)	Department
Date	Date



STATE OF MICHIGAN
Department of Management and Budget
Purchasing

Contract No. 071B7200040
Periodical Subscriptions

Buyer Name: William C. Walsh, CPPB
Telephone Number: (517) 373-6535
E-Mail Address: walshw@michigan.gov



Periodical Subscriptions

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Article1 – Statement of Work (SOW)

1.0 Introduction

1.001 DEFINING DOCUMENT

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

1.002 PROJECT TITLE AND DESCRIPTION

This Contract is for subscriptions for Library's periodicals. This Contract is based on materials currently received by the Library from the Contractor. Due to budget issues and changes in collection philosophy the State reserves the right add/delete titles as necessary. Contractor will be required to work with the Library on annual renewal lists to determine specific purchases.

1.003 PROJECT CONTROL

Project Control

- a. The Contractor will carry out this project under the direction and control of the Library of Michigan, Department of History, Arts and Libraries.
- b. Although there will be continuous liaison with the Contractor team, the client agency's project director will meet monthly as a minimum, with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise.

1.004 COMMENCEMENT OF WORK

Contractor shall show acceptance of this agreement by signing two (2) copies of this Contract and returning them to the Contract Administrator. 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 Quality

1.101 SPECIFICATIONS

1. The Contractor will guarantee that the subscription service will be continuous and without a break for currently received items.

LexisNexis cannot guarantee that all materials to which you subscribe will be available continuously without a break. We will notify you by letter if print materials are suspended or cancelled. The letter will explain other alternatives and what your options would be.

LexisNexis Online Services are generally accessible to users 24/7. While LexisNexis does not represent or warrant system availability for the Online Services, LexisNexis is willing to add the following language to the proposed contract: "In the highly unlikely event the access to Online Services are unavailable or interrupted (excluding scheduled downtime) for reason within the control of LexisNexis and due to no fault of the State ("downtime") for eight (8) consecutive hours or eight (8) or more hours during a single calendar month, then LexisNexis will provide the State with a pro-rata refund or credit (whichever is applicable) for all downtime in excess of four (4) hours."

2. The Contractor shall provide three copies of each invoice.

LexisNexis sends one invoice by mail automatically. If additional copies are needed, please contact Customer Support or visit the Print and CD Service Center online at www.lexisnexis.com/printcdsc.



PowerInvoice – For LexisNexis Online Services

PowerInvoice is a service that brings images of current, comprehensive LexisNexis billing data and invoices to your desktop – **at no extra cost**. PowerInvoice maintains electronic historical invoices for the last 12 months. It also allows you to monitor usage within 24 to 48 hours.

3. Contractor shall provide all formats available for any particular title and shall indicate how they will notify the Library of Michigan about changes in format for individual titles.

Generally, LexisNexis provides titles in print, CD-ROM, DVD, and online formats.

See Appendix A for a listing of titles the Library of Michigan requests. For all materials, the format is print unless a title of a publication specifies otherwise. To browse all titles, please visit the online bookstore at <http://bookstore.lexis.com/bookstore/catalog>. If changes in formats occur, you will receive a letter of notification.

4. The Contractor must provide a form for reporting complaints. Contractor shall acknowledge and resolve all complaints or concerns within three working days. If unable to resolve within three working days, the Contractor must provide a suggested due date of resolution.

For LexisNexis Matthew Bender Print/CD materials: <https://w3.lexis.com/printcdsc/>. Click “Feedback Form” on the right side of the screen.

For LexisNexis Online Services:

<http://support.lexis-nexis.com/lexiscom/feedback.asp?vcRef=1>

Another way you may report issues is by calling Customer Support (numbers listed above) or by sending e-mails to customer.support@lexisnexis.com. You may also mail your concerns to:

LexisNexis Matthew Bender
Customer Support
1275 Broadway
Albany, New York 12204

Generally we can respond to e-mails within five working days or less. Most issues can be resolved quickly.

5. **Customer Service**

Describe invoicing and credit memo practices:

Monthly Statements and Invoices

Aside from the invoice, which will be received with your shipment, you will also receive a monthly statement from us. This shows any unpaid balance on your account as well as any purchases, payments, or credits applied to your account during the last month.

No-Risk Trial Examination

All our titles are available for a 30-day trial examination to established customers. At the end of that period, customers may either keep the shipment and send payment, or return it with no further obligation. Other products will be sent with the same return privileges.

Out-of-Date Publications

If the State has any publications that are out of date, Contractor will be happy to provide them with the cost to reinstate your subscription(s).

Payment

Contractor accepts payment by credit card (VISA, MasterCard, American Express, Discover), check, money order or bank wire transfer.

**Checks**

When making payments, please note your account name and number to properly allow us to credit your account. Invoices are billed in U.S. dollars, and Contractor request that you remit in U.S. currency with a check drawn on a U.S. bank. Contractor reserve the right to assess our customers with collection charges for all other types of drafts.

For prepayment of an order mail to:

LexisNexis Matthew Bender
1275 Broadway
Albany, New York 12204-1224

For all other payments mail to:

LexisNexis
P.O. Box 7247-0178
Philadelphia, PA 19170-0178

6. Order Fulfillment**A. Charges:**

The listing's service title pricing, which includes shipping costs, is firm for 12 months for those titles with a 2006 start date.

Service titles are those that include one price for a 12-month period, including all updates and releases.

Service titles with a 2007 start date will be subject to 2007 pricing.

Pricing for non-service titles are subject to change based on release and update schedules. For non-service titles, you have two options when a release or an update becomes available:

1. We can ship it to you and bill you automatically, or
2. We can send you a notification letter specifying what has become available, its price, and instructions on how to order the material.

Contractor will list charges by individual title for one-year period only. Contractor shall meet the following requirements:

B. Invoices and Credits:**Monthly Statements and Invoices**

Aside from the invoice, which will be received with the shipment, the State will also receive a monthly statement from the Contractor. This shows any unpaid balance on the account as well as any purchases, payments, or credits applied to the account during the last month.

C. New Orders**Subscriptions**

A subscription is entered for each title purchased. New material for the subscription is sent by one of two methods:

1. Shipped and billed when purchased. The material is sent as soon as it is published with the bill posted on the account at the same time.
2. Titles that are serviced frequently and on a regular schedule are billed in advance for a specific period, much like a magazine subscription. After the initial subscription period, invoices for renewal will be clearly marked as such.



D. Cancellations

Cancellation of Service Renewal

Full credit will be granted within 30 days and 5/6 Pro-Rata Credit within 60 days of invoice date. The customer must return all materials shipped under the renewal period to get credit, and they must be received by the publisher in a salable condition. Shipping and handling charges are the customer's responsibility.

E. Electronic Ordering

LexisNexis has not designed an electronic ordering system to interface with the III system.

1. via the Internet

The State may place orders online at anytime by visiting the bookstore <http://bookstore.lexis.com/bookstore/catalog>.

2. via the website

Electronic ordering is available at the online bookstore, <http://bookstore.lexis.com/bookstore/catalog>.

To change or update records, you may also visit the Print & CD Service online at <https://w3.nexis.com/printcdsc/>. Here you may update account information, change or update addresses and notices, renew subscriptions, request missing material, make and allocate payments, view your statement, download filing instructions, request billing documents, request refunds and review subscription information.

3. via e-mail

The State may send e-mails to customer.support@lexisnexis.com. You may also e-mail Jennifer McKenna, Retention Specialist, at Jennifer.I.mckenna@lexisnexis.com.

4. FTP

FTP sites are not available at this time. Electronic ordering is available at the online bookstore, <http://bookstore.lexis.com/bookstore/catalog>. The State may also visit the Print & CD Service center, <https://w3.nexis.com/printcdsc/>, to update account information, renew subscriptions, request missing material, make and allocate payments, view your statement, download filing instructions, request billing documents, request refunds and review subscription information.

F. Renewal List of Library of Michigan Subscriptions

Contractor shall accommodate the Library of Michigan's preference for a common start date or common expiration date for all its periodicals. The preferred start date is between November 1 and January 1.

LexisNexis understands and will accommodate the State preference. We can adjust cancellation or renewal dates on service titles as needed to create a common start or expiration dates.

Contractor shall provide a printed renewal list 4 to 5 months before the final closing date of the Library of Michigan's fiscal year (September 30), listing alphabetically by title, all titles currently on order.

1. The list shall include fund codes, III order numbers and location.
2. The list shall include the status, price, renewal date, ISSN numbers and other details about the title.



Contractor shall state what procedures need to be followed for canceling titles on the renewal list and indicate policy & processes for canceling titles at other times of the year.

G. Management Reports

The Library of Michigan may need reports generated based on fund codes, historical pricing information, payment status, location, collection, price, renewal date and/or number of claims sent to Contractor. These reports should be generated either upon request and/or quarterly.

The State may request a variety of reports, all at no additional cost. Reports include current and past invoices and statements, account information, and subscription lists. To obtain these reports, you may contact Customer Support at (800) 833-9844. Also, you may visit the online Print & CD Service Center at www.lexisnexis.com/printcdsc to view your statement, update account information, download filing instructions, request billing documents, request refunds and review subscription information.

H. Transferring Subscriptions

In the event that the Library of Michigan transferred its account **to** the Contractor, Contractor shall state what services would be provided to facilitate the smooth transfer of the account. For example, customer service, on-site visits and/or technical/systems support. Be specific and indicate other recent projects accomplished.

What procedures does the Contractor have for notifying publishers of the change of Contractor?

In the event that the Library of Michigan transferred its account **away** from the Contractor, the Contractor shall state how they would handle the transition and cancellation of all titles for the Library of Michigan. Please be specific.

1.102 RESERVED

1.103 RESERVED

1.104 WARRANTY FOR PRODUCTS OR SERVICES

No-Risk Trial Examination

All our titles are available for a 30-day trial examination to established customers. At the end of that period, customers may either keep the shipment and send payment, or return it with no further obligation. Other products will be sent with the same return privileges.

Returns

When returning material, please include a copy of the invoice and packing slip with the shipment. We reserve the right to refuse material returned later than 60 days after the date of invoice. Return postage is the customer's responsibility. For faster processing, you may return publications directly to our distribution center using the following address:

LexisNexis Matthew Bender
Distribution Center
Broome Corp. Park, RR 2 Box 34-H
Conklin, New York 13748-9802

1.2 Service Capabilities

1.201 CUSTOMER SERVICE/ORDERING

Orders may be placed by:

1. Calling Customer Support at (800) 833-9844.
2. Visiting the online bookstore at <http://bookstore.lexis.com/bookstore/catalog>.
3. Sending faxes to (518) 487-3584.
4. Mailing orders to: LexisNexis Matthew Bender, 1275 Broadway, Albany, New York, 12204.



Names of individuals who are authorized to place orders need to be sent to the Contractor. Customer Support representatives will see those names when they view information about your account.

For the fastest service, you may call Customer Support. For assistance with print materials, you may call (800) 833-9844. For assistance with online access, you may call (800) 543-6862.

Individuals we assign to the Library of Michigan's account include:

Print publications/CDs

Jennifer McKenna, Retention Specialist
Phone: (800) 424-4200, ext. 3598
Email: Jennifer.l.mckenna@lexisnexis.com

Online Patron Access

Brian Cummings, Account Manager
Phone: (800) 227-9597, ext. 55579.
Email: Brian.cummings@lexisnexis.com

Individuals placing orders online must call Customer Support if they wish to order large quantities of materials. We also require customers to sign an order form for any order over \$500 and for electronic products, such as CDs.

1.202 TRAINING

Librarian Relations Consultants offer exceptional support services, including:

New Product Seminars

Consultants provide information on how to use new products and services, and make sure you gain the most benefit from new online enhancements.

Specific Librarian Applications

Consultants can undertake projects as your partner to meet the research requirements of the professionals you serve.

Individualized Consultations

Consultants can help you with library planning and intranet development to ensure that you receive the maximum capability from your library resources. They can also assist you with promoting and marketing your library to help you gain deserved recognition.

Reference Materials

Consultants can mail or email easy-to-follow updates, at-a-glance materials or tip sheets on our new services.

Train-the-Trainer Sessions

Consultants can provide the support and materials you need to confidently lead professional training sessions, convey new product information, and be well-prepared to answer questions.

Matthew Bender Print/CD Subscriptions

For assistance with LexisNexis Matthew Bender print/CD products, please call Customer Support at (800) 833-9844.

LexisNexis Matthew Bender offers superior technical support staff, whom you may contact at (800) 833-9844. For assistance with online access, librarians may call (800) 543-6862.

1.203 RESERVED



1.204 SPECIAL PROGRAMS

Cash with Order Discount: (New Purchases)

Receive an extra 5% discount off your pre-shipping total by including payment by credit card, check, money order or bank wire transfer with your order.

The Patron Access Program enables public libraries to offer patrons selected materials from LexisNexis. Materials include *Shepard's* Citations Service and primary law sources with exclusive LexisNexis editorial enhancements.

Please see Appendix A for a listing of content patrons will access.

Providing patrons access to our online services saves valuable library shelf space and staff time while offering the public better, faster, and more current results than CD-ROMs or books. Non-attorneys find online services easier to use than books or CD-ROMs.

Library and Patron Requirements

- Access is granted by an ID and a password on a secured terminal.
- The ID/password is restricted to patrons using library terminals.
- This program cannot be implemented in library environments where access through networking platforms is used. Patrons must physically conduct their research at library terminals.
- Network or remote access is not allowed.
- Users are required to accept Terms & Conditions before gaining access to research.

1.205 RESERVED

1.3 Delivery Capabilities

1.301 TIME FRAMES

Most orders will be processed in 7 to 10 business days. LexisNexis Matthew Bender also provides rush orders. A rush order is expedited shipping of materials that typically allows customers to receive materials more quickly than the standard 7 to 10 business days, as long as the materials are in stock. Special handling charges do apply; they vary, depending on the title and rush method.

The State may call Customer Support at (800) 833-9844 for rush fees. All rush orders receive a tracking number, which we can provide to you upon request. If you request a rush order for materials in stock, you will typically receive them within 24 to 48 hours or less. We provide this service for all customers for an extra fee.

1.302 MINIMUM ORDER

There is no minimum order for this Contract.

1.303 PACKAGING

Contractor shall use standard industry packaging for this Contract, to insure material is received in good condition.

1.304 PALLETIZING

Standard palletizing can be used for large bulk shipments. Contractor to notify Library of Michigan prior to use of pallet for shipment.

1.305 DELIVERY TERM

Prices shall be quoted "F.O.B. Delivered" with transportation charges prepaid on all orders.



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.

1.306 RESERVED

1.4 Project Price

1.401 PROPOSAL PRICING

See attachment A.

1.402 QUICK PAYMENT TERMS

Quick payment discounts are not offered for this Contract.

1.403 PRICE TERM

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

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

Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, 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.

1.5 Quantity term

Contractor agrees to supply all that the state requires

1.6 Other Terms and Conditions Needed for this Contract



Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

This Contract is for **Subscriptions to Periodicals** 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.

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

This Contract is issued by Purchasing Operations, State of Michigan, Department of Management and Budget, hereinafter known as Purchasing Operations, for the Michigan Library and Historical Center, **Library of Michigan**, hereinafter known as HAL. Where actions are a combination of those of Purchasing and the State agencies, the authority will be known as the State.

Purchasing Operations 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. Purchasing is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Purchasing Operations 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 Purchasing Operations and the listed Contract administrator.

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

Department of Management and Budget
Purchasing Operations
Attn: William C. Walsh, CPPB
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 373-6535
walshw@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 three (3) years and will commence with the issuance of a Contract. This will be approximately *October 1, 2006* through *October 1, 2009*.

Option. The State reserves the right to exercise two (2) 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 Purchasing 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 Purchasing to exercise an option year.

Written notice will be provided to the Contractor within thirty (30) days, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the Contract expires. The preliminary notice does not commit the State to an extension. If the State exercises this option, the extended Contract shall be considered to include this option clause.

2.005 GOVERNING LAW

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, Contractor 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 (FIOA) 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 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 during the performance of this Contract.

**2.008 HEADINGS**

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

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

2.011 SURVIVORSHIP

Any provisions of this 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.

2.012 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 this 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.

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

The Contractor shall maintain all pertinent financial and accounting records and evidence pertaining to this 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 this 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 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 Purchasing within 30 days.
2. The Contractor shall also notify the Purchasing 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.



The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Purchasing or designated representative ready access to the records upon request;
3. 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 changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

2.103 SOFTWARE COMPLIANCE-RESERVED

2.104 RESERVED

2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE)-RESERVED

2.106 PREVAILING WAGE-RESERVED

2.107 PAYROLL AND BASIC RECORDS-RESERVED

2.108 COMPETITION IN SUB-CONTRACTING

The Contractor shall select suppliers on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this Contract.

2.109 CALL CENTER DISCLOSURE-RESERVED

2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE-RESERVED

2.202 CONTRACT PAYMENT SCHEDULE

All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing.

Unless otherwise agreed in writing, correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., "Payments to Private Enterprises", within forty-five (45) days after receipt.

2.203 POSSIBLE PROGRESS PAYMENTS-RESERVED

2.204 STATE ADMINISTRATIVE FEE-RESERVED

2.205 ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is MANDATORY for State Contractors. Contractor is required to 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 MiDEAL PROGRAM-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 this Contract. The State fiscal year is October 1st through September 30th. The Contractor 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 this 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 this Contract.

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 this Contract without the prior written consent of the Director of Purchasing.

Contractor must obtain the approval of the Director of Purchasing before using a place of performance that is different from the address that Contractor 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 Contractor viewing upon request to the Contract Administrator.

2.305 INDEMNIFICATION

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 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 this 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 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.

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 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.

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.

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, the indemnification obligation under this Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor 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.

Continuation of Indemnification Obligation

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



Indemnification Procedures

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

- (a) 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.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) 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; (ii) 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; (iii) 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 (iv) to the extent that any principles of Michigan Stateal 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 Stateal 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 (ii) 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.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State 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 this Contract.



2.307 CONTRACT DISTRIBUTION

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

2.308 FORM, FUNCTION, AND UTILITY-RESERVED

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 Contractor 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 LIABILITY INSURANCE

A. Insurance

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

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

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State. The insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. Companies that have been approved to do business in the State shall issue all policies of insurance required in this Contract.

See www.michigan.gov/cis

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

Before both parties sign the Contract or before the purchase order is issued by the State, the Contractor must furnish to the Director of Purchasing, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Purchasing, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Purchasing, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.



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

1. Commercial General Liability with the following minimum coverage:

\$2,000,000	General Aggregate Limit other than Products/Completed Operations
\$2,000,000	Products/Completed Operations Aggregate Limit
\$1,000,000	Personal & Advertising Injury Limit
\$1,000,000	Each Occurrence Limit
\$500,000	Fire Damage Limit (any one fire)

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

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

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

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

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

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

4. Employers liability insurance with the following minimum limits:

\$100,000	each accident
\$100,000	each employee by disease
\$500,000	aggregate disease

5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).
6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.



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

B. Certificates of Insurance and Other Requirements

Contractor shall furnish to the Office of Purchasing certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

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

2.311 WORKPLACE SAFETY

1. In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation by the Contractor of such safety requirements, rules, laws or regulations shall be a material breach of the Contract subject to the cancellation provisions contained herein.
2. In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at www.michigan.gov/mdcs.

2.312 WORKPLACE DISCRIMINATION

The Contractor represents and warrants that in performing services for the State pursuant to this Contract, the Contractor 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 handicap or disability.



This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, 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.

Contractor hereby represents that in performing this Contract it will not violate The Civil Rights Act of 1964, USCS Chapter 42, including, but not limited to, Title VII, 42 USCS §§ 2000e et seq.; the Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.; or 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.; or the Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

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 Purchasing of the properly executed Contract Agreement, the person named below will be allowed to oversee this Contract performance on a day-to-day basis during the term of this 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 Purchasing.** The Contract Compliance Inspector for this project is:

Kim Laird
Department of History, Arts, and Libraries
702 West Kalamazoo Street
P.O. Box 30007
Lansing, MI 48909
(517) 373-5866
klaird@michigan.gov

2.402 PERFORMANCE REVIEWS

Purchasing in conjunction with the Michigan Department of Natural Resources may review with the Contractor their 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 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 this Contract.

Upon a finding of poor performance, which has been documented by Purchasing, 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 Purchasing, this 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 this 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 this Contract and may result in cancellation of this Contract by the State. The brand and product number offered for all items shall remain consistent for the term of this Contract, unless Purchasing has approved a change.

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

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 this 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 this 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 is 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 this Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of this Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) this 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.

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 this 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 this 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 this 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 this 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 this Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of this Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel this 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 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-RESERVED



2.8 Changes, Modifications, and Amendments

2.801 APPROVALS

This Contract may not be modified, amended, extended, or augmented, excluding the Contractors General Terms and Conditions for use of the Online Services which may be amended in accordance with Section 5.1 therein, 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.

2.803 MODIFICATION

Purchasing 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 Contractor. The item(s) may be included on this Contract, only if prior written approval has been granted by Purchasing.

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 Purchasing. 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 this 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 State-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.



APPENDIX A: PRICING

Publication prices listed are for renewals of existing subscriptions unless they are in green font, which means they would be considered new orders for the Library of Michigan. Items listed as * would be considered new orders for the Library of Michigan. ** indicates language that has been added by LexisNexis to the pricing table.

The pricing table's service title pricing, which includes shipping costs, is firm for 12 months for those titles with a 2006 start date. Service titles are those that include one price for a 12-month period, including all updates and releases. Service titles with a 2007 start date will be subject to 2007 pricing.

In the "Media" column, "PS" and "PC" indicate print products.

Pub	Sub	ISBN	Publication Description	Status	Media	Qty	Total Price
63130	00001	0327000503	Appleman Insurance Law & Practice Set w/Svc	U	PS	1	\$636.00
00103	00001	082051103X	Benders Fms Discov Full Set W/Svc	U	PS	1	\$2,722.00
00160	00001	0820511609	Brown Law Oil & Gas Leases Full Set	U	PS	1	\$258.45
00202	00001	0820512028	Cipes Crim Def Tech Full Set W/Svc	U	PS	1	\$2,204.00
60895	00001	5608950003	Clark Surveying & Boundaries S/O	U	PS	1	\$120.00
60573	00001	5605730002	Closed Head Injury S/O	U	PS	1	\$143.00
67164	00001	5671640008	Comparative Negligence S/O	U	PS	1	\$132.00
00243	00001	0820512435	Condemnation Proc Tech Set W/Svc	U	PS	1	\$1,572.00
60712	00001	5607120007	Contract Drafting Guidebook S/O	U	PS	1	\$82.70
62410	00001	5624100000	Court Martial Procedure S/O	U	PS	1	\$305.45
62978	00001	562978000X	Criminal Evidentiary Foundation S/O	U	PS	1	\$96.70
00397	00001	0820513970	Education Law Full Set W/Svc	U	PS	1	\$866.35
63041	00001	5630410008	Evidentiary Foundations S/O (Hdbd)	U	PS	1	\$94.70
04306	00001	0870844512	Fed Antitrust Law Full Set	U	PS	1	\$643.35
66538	00001	5665380008	Fed Rules Evidence Manual S/O	U	PS	1	\$285.45
80464	00001	5804640003	Federal Standards of Review S/O	U	PS	1	\$114.00
00323	00001	0820513237	Grad Treat Envir Law Full Set W/Svc	U	PS	1	\$1,202.50
80969	00001	5809690009	Guide Intl Legal Research S/O	U	PS	1	\$240.50
00593	00001	0820515930	Guide to Toxic Torts Full Set W/Svc	U	PS	1	\$648.80
00327	00001	082051327X	Homeowners Assoc Full Set W/Svc	U	PS	1	\$867.35
64145	00001	5641450006	Judging American Legal System S/O	U	PS	1	\$126.00
66921	00001	566921000X	Judicial Conduct & Ethics S/O	U	PS	1	\$136.00
64160	00001	5641600008	Killer Roads Crash to Verdict S/O	U	PS	1	\$59.70
43205	00001	0672830353	Ky Rev Stats 35 Vols Full Set	U	PS	1	\$540.80
00357	00001	0820513571	Law of Advertising Full Set W/Svc	U	PS	1	\$1,231.50
00364	00001	0820513644	Law of Associations Full Set W/Svc	U	PS	1	\$320.45
04355	00001	5435500001	Law of Premises Liability S/O	U	PS	1	\$120.00
62030	00001	0874730058	Lawyers Medical Cycl Full Set	U	PS	1	\$398.45
63962	00001	0327162538	Liab Corp Offrs&Direct 7e Set W/#10	U	PS	1	\$116.00
62720	00001	5627200006	Medical Malpractice S/O	U	PS	1	\$63.70
65810	00001	0327005246	Mental Disability Law Full Set	U	PS	1	\$323.45
04350	00001	5435000009	Mi Civil Procedure Litig Manual S/O	U	PS	1	\$82.70
26715	00001	5267150002	Mi Criminal Code S/O	U	PS	1	\$30.90
81729	00001	0834200325	Mi Real Estate Forms Set W/#13	U	PS	1	\$198.50
74600	00001	0327009314	Michie Banks & Banking Full Set	U	PS	1	\$456.80



Pub	Sub	ISBN	Publication Description	Status	Media	Qty	Total Price
00404	00001	0820514047	Midwest Trans Guide Full Set W/Svc	U	PS	1	\$1,475.00
00738	00001	0820517380	Milgrim Trade Secret Full Set W/Svc	U	PS	1	\$1,226.50
66911	00001	5669110005	Military Rules of Evidence S/O	U	PS	1	\$72.70
65190	00001	5651900004	Newsgathering & the Law S/O	U	PS	1	\$82.70
00460	00001	0820514608	Nichols Eminent Dom Full Set W/Svc	U	PS	1	\$2,981.00
00465	00001	0820514659	Nimmer on Copyright Full Set W/Svc	U	PS	1	\$1,443.00
04476	00001	0870846825	Page on Wills Full Set	U	PS	1	\$650.00
00543	00001	0820515434	Police Civil Liability Full Set	U	PS	1	\$320.45
00060	00001	0820510602	Prac Guide Dispute Landowners F/Set	U	PS	1	\$209.50
00560	00001	0820515604	Products Liability Full Set W/Svc	U	PS	1	\$2,741.00
			Public Access (computer database)				\$0.00
61876	00001	5618760002	Regulatory Takings S/O	U	PS	1	\$175.50
00584	00001	0820515841	Representing Child Full Set W/Svc	U	PS	1	\$329.80
04345	00001	5434500008	Sixth Circuit Fed Practice Man S/O	U	PC	1	\$67.70
83550	00001	5835500009	State Constitutional Law S/O	U	PS	1	\$173.50
82447	00001	5824470006	Supv Gde Doc Empl Disc S/O	U	PS	2	\$32.90
00726	00001	0820517267	Trademark Protect & Prac Set W/Svc	U	PS	1	\$1,201.50
37578	00001	5375780003	Vet Benefits Manual Bk Only S/O	U	PS	1	\$140.00
88000	00001	0880635428	VI Reports 45 Volume Set	U	PS	1	\$273.45
00820	00001	0820521485	W&M Oil & Gas Law Full Set W/Svc	U	PS	1	\$580.80
60748	00001	0874737532	Water & Water Rights 1991 Full Set	U	PS	1	\$576.80

The following titles do not appear to be included above.

019738019 ACCOMPANYING PRACTICE AIDS \$0.00

** 082051375X ADOPTION LAW & PRACTICE / BY JOAN H. HOLLINGER ... [ET AL.]. \$328.45

** BANKRUPTCY CODE: INCLUDING TEXT & LEGISLATIVE HISTORY OF THE BANKRUPTCY REFORM ACT OF 1978 & THE BANKRUPTCY TAX ACT OF 1980 : WITH \$196.50



*	327110988	BURNS INDIANA STATUTES. ADVANCE CODE SERVICE.	\$94.70
*		CABLE TELEVISION LAW : A VIDEO COMMUNICATIONS PRACTICE GUIDE CD	\$991.10
**		CALLAGHAN'S MICHIGAN DIGEST / BY THE PUBLISHER'S EDITORIAL STAFF	\$925.50
	1558348166	CLARK ON SURVEYING & BOUNDARIES	Listed Above
**	314018816	CORBIN ON CONTRACTS / BY ARTHUR LINTON CORBIN	\$858.50
	327049189	COURT-MARTIAL PROCEDURE / FRANCIS A. GILLIGAN, FREDRIC I. LEDERER	Listed Above
**	820562831	CUMULATIVE INDEX TO ANNUAL INSTITUTES ON OIL & GAS LAW & TAXATION. Included in your subscription to Institute on Oil & Gas Law.	\$378.45
	1081-2024.	DIRECTORY OF ONLINE SERVICES / LEXIS-NEXIS	Online at http://w3.nexis.com/sources/
*	820516260	EMPLOYMENT DISCRIMINATION	\$1,808.00
*	327049073	FEDERAL CRIMINAL TRIALS / JAMES C. CISSELL	\$155.00



*	820518034	FEDERAL EVIDENCE. WEINSTEIN'S FEDERAL EVIDENCE : COMMENTARY ON RULES OF EVIDENCE FOR THE UNITED STATES COURTS	\$2,336.00
	327159219	FEDERAL RULES OF EVIDENCE MANUAL	Listed Above
	327102217	FEDERAL STANDARDS OF REVIEW / STEVEN ALAN CHILDRESS, MARTHA S. DAVIS	Listed Above
	327049820	HARNEY'S MEDICAL MALPRACTICE	Listed Above
	327000503	HOLMES' APPLEMAN ON INSURANCE 2D.	Listed Above
*		IMMIGRATION & NATIONALITY ACT. BENDER'S IMMIGRATION & NATIONALITY ACT SERVICE / PUBLISHER'S EDITORIAL STAFF.	\$126.00
	327100168	KUHLMAN'S KILLER ROADS : FROM CRASH TO VERDICT	Listed Above
*	327003480	LAW OF COMMERCIAL TRUCKING : DAMAGES TO PERSONS & PROPERTY / DAVID N. NISSENBERG	\$177.50



	820511473	LAW OF ELECTRONIC FUNDS TRANSFERS / BY BENJAMIN GEVA	\$237.50
*	820514853	LAW OF INSTRUCTIONS TO JURIES IN CIVIL & CRIMINAL CASES : RULES & A COMPLETE COLLECTION OF APPROVED & ANNOTATED FORMS	\$1,314.00
*	820515507	LAW OF REAL PROPERTY / BY RICHARD R. POWELL	\$2,922.00
	327160012	LAWS, ETC. (MICHIGAN COMPILED LAWS SERVICE). MICHIGAN COMPILED LAWS SERVICE / BY THE EDITORIAL STAFF OF THE PUBLISHER	\$1,008.50
	1558340378	LAWYERS' MEDICAL CYCLOPEDIA OF PERSONAL INJURIES & ALLIED SPECIALTIES	Listed Above
	327162538	LIABILITY OF CORPORATE OFFICERS & DIRECTORS	Listed Above
	1558341080	MEDICAL MALPRACTICE / DAVID M. HARNEY	Listed Above
	1558348891	MEDICAL RECORD AS EVIDENCE / ELLIOTT B. OPPENHEIM	Listed Above



		MICHIE ON BANKS & BANKING. REGULATIONS OF THE BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM	Listed Above
**		MICHIGAN CHILD SUPPORT FORMULA MANUAL. Included in your full set of MI Compiled Laws Service. Single volume \$23.10.	Listed Above
*	1558342354	Michigan Construction Liens/John F. Rohe. We have Michigan Real Estate Deskbook for \$66.70 or the complete set of Construction Law for \$1,364.00	
	820514004	MICHIGAN CORPORATION LAW : WITH FEDERAL TAX ANALYSIS / BY ROBERT M. SCHMIDT & ZOLMAN CAVITCH	\$323.45
	327000880	MICHIGAN LAW & PRACTICE ENCYCLOPEDIA : BASED ON MICHIGAN STATUTES	\$1,300.00
	1558342451	MICHIGAN REAL ESTATE FORMS : PRACTICE / JOHN G. CAMERON, JR	Listed Above
	327049723	NEWSGATHERING & THE LAW / C. THOMAS DIENES, LEE LEVINE, ROBERT C. LIND	Listed Above
		PAGE ON THE LAW OF WILLS : INCLUDING PROBATE, WILL CONTESTS, EVIDENCE, TAXATION, CONFLICTS, ESTATE PLANNING, FORMS, & STATUTES RELATING TO WILLS	Listed Above
**	008368951	PROCEEDINGS OF THE ... ANNUAL INSTITUTE ON OIL & GAS LAW & TAXATION (Included in W&M Oil & Gas Law Full Set W/Svc)	Listed Above



		Online Patron Access	\$2,000/mo nth for 36 months = \$72,000 total.
[COMPUTER FILE].	PUBLIC ACCESS PLUS		
327131195	REGULATORY TAKINGS		Listed Above
1583601015	SIXTH CIRCUIT FEDERAL PRACTICE MANUAL		Listed Above
327013427	STATE CONSTITUTIONAL LAW : LITIGATING INDIVIDUAL RIGHTS, CLAIMS, & DEFENSES		Listed Above
327130679	SUING & DEFENDING CITIES FOR FEDERAL CONSTITUTIONAL VIOLATIONS : A TREATISE FOR CITY ATTORNEYS & PUBLIC INTEREST LITIGATORS. Permanently Out of Print title.		POP
1540-8663.	VETERANS BENEFITS MANUAL		Listed Above
	VIRGIN ISLANDS REPORTS : CONTAINING OPINIONS OF COURTS OF RECORD, & OTHERS, RELATING TO THE VIRGIN ISLANDS.		Listed Above
874737532	WATERS & WATER RIGHTS		Listed Above
*	082051845X ZONING & LAND USE CONTROLS / BY PATRICK J. ROHAN		\$1,981.00
**	327112204 MI CLS Advance Legislative Service		\$65.70
**	820567485 MI Court Rules 2006 2 volume set		\$101.00
**	327112239 MI MCLS Quartely Update Service		\$47.90
**	820511473 Law Electronic Funds Trans Full Set		\$150.00
**	327160012 MI Comp Laws Service		\$843.35
**	820514004 MI Corporation Law Full Set		\$311.45
**	5442000000 MI Court Rules 2006 2 volume set		\$101.00
**	327000880 MI Law & Practice Encyclopedis		\$1,300.00



APPENDIX B: PATRON ACCESS ONLINE

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Please see the following pages for a listing of content patrons will access.

Providing patrons access to our online services saves valuable library shelf space and staff time while offering the public better, faster, and more current results than CD-ROMs or books. Non-attorneys find online services easier to use than books or CD-ROMs.

Library and Patron Requirements

- Access is granted by an ID and a password on a secured terminal.
- The ID/password is restricted to patrons using library terminals.
- This program cannot be implemented in library environments where access through networking platforms is used. Patrons must physically conduct their research at library terminals.
- Network or remote access is not allowed.
- Users are required to accept Terms & Conditions before gaining access to research.

Legal

All Court Orders (State & Federal)

American Maritime Cases (SELECTED MATERIAL) (GROUP FILE ONLY)

Banking: Federal Reserve Publications

Federal Reserve Applications Approval/Denials (GROUP FILE ONLY)

Federal Reserve Bulletin (GROUP FILE ONLY)

Federal Reserve H2's (GROUP FILE ONLY)

Federal Reserve Interpretive Letters (GROUP FILE ONLY)

Federal Reserve Orders and Notices (GROUP FILE ONLY)

Federal Reserve Policy Statements and Actions (GROUP FILE ONLY)

Federal Reserve Regulatory Service (GROUP FILE ONLY)

Federal Reserve Rules and Regulation Process (GROUP FILE ONLY)

Federal Reserve Speeches, Testimonies and News Releases (GROUP FILE ONLY)

Federal Reserve Supervision & Regulation Letters (GROUP FILE ONLY)

Federal Reserve Written Agreements (GROUP FILE ONLY)

Banking: General

ALJ Decisions issued by Office Finance Institution Adjudication

Compliance Examination Manual

FDIC Interpretative Letters and Enforcement Decisions (GROUP FILE ONLY)

FHLBB and OTS General Counsel Opinions

General Accounting Office Financial Reports (GROUP FILE ONLY)

General Accounting Office Financial Testimonies (GROUP FILE ONLY)

Office of Thrift Supervision Director's Decisions (GROUP FILE ONLY)

OTS Regulatory & Thrift Bulletins, Legal Alert Memos & Transmittals (GROUP FILE ONLY)

Resolution Trust Corp. Complaints

Resolution Trust Corp. Opinions and Decisions

Resolution Trust Corp. Press Releases

Statements of Policy

Trust Examination Manual

Banking: Office Comptroller Currency Publications

OCC Examiner's Guide (GROUP FILE ONLY)

Office Comptroller Currency Enforcement Decisions (GROUP FILE ONLY)

Office Comptroller Currency Interpretative Letters (Published) (GROUP FILE ONLY)

Office Comptroller Currency Interpretative Letters (Unpublished) (GROUP FILE ONLY)

Office Comptroller Currency News Releases (GROUP FILE ONLY)

Office of the Comptroller Currency - Circulars, Bulletins, Alerts & Quarterly Jnl (GROUP FILE ONLY)

Bankruptcy Tax Act of 1980 - Acts, Bills, Reports and Public Laws (SELECTED MATERIAL)

**City Municipal Codes & Charters**

Chicago Municipal Code
Municipal Codes
New York City Admin Code, Charter & Rules (GROUP FILE ONLY)
New York City Administrative Code
New York City Charter
New York City Rules
New York City Table of Contents
Washington, Bellevue City Code
Washington, Bellingham Municipal Code
Washington, Clark County Code
Washington, Everett Municipal Code
Washington, Jefferson County Code
Washington, King County Code
Washington, Kitsap County Code
Washington, Kittitas County Code
Washington, Pierce County Code
Washington, Seattle Municipal Code
Washington, Skagit County Code
Washington, Snohomish County Code
Washington, Spokane Municipal Code
Washington, Tacoma Municipal Code
Washington, Vancouver Municipal Code
Washington, Whatcom County Code
Washington, Yakima County Code

Code of Federal Regulations (CFR) Material

CFR Statutes Archive (GROUP FILE ONLY)
CFR Table of Contents
CFR Title 01 (General Provisions) (GROUP FILE ONLY)
CFR Title 02 (Reserved) (GROUP FILE ONLY)
CFR Title 03 (The President) (GROUP FILE ONLY)
CFR Title 04 (Accounts) (GROUP FILE ONLY)
CFR Title 05 (Administrative Personnel) (GROUP FILE ONLY)
CFR Title 06 (Reserved) (GROUP FILE ONLY)
CFR Title 07 (Agriculture) (GROUP FILE ONLY)
CFR Title 08 (Aliens & Nationality) (GROUP FILE ONLY)
CFR Title 09 (Animals & Animal Products) (GROUP FILE ONLY)
CFR Title 10 (Energy) (GROUP FILE ONLY)
CFR Title 11 (Federal Elections) (GROUP FILE ONLY)
CFR Title 12 (Banks and Banking) (GROUP FILE ONLY)
CFR Title 13 (Business Credit & Assistance) (GROUP FILE ONLY)
CFR Title 14 (Aeronautics & Space) (GROUP FILE ONLY)
CFR Title 15 (Commerce & Foreign Trade) (GROUP FILE ONLY)
CFR Title 16 (Commercial Practices) (GROUP FILE ONLY)
CFR Title 17 (Commodity & Security Exchanges) (GROUP FILE ONLY)
CFR Title 18 (Conservation of Power & Water Resources) (GROUP FILE ONLY)
CFR Title 19 (Customs Duties) (GROUP FILE ONLY)
CFR Title 20 (Employees' Benefits) (GROUP FILE ONLY)
CFR Title 21 (Food & Drugs) (GROUP FILE ONLY)
CFR Title 22 (Foreign Relations) (GROUP FILE ONLY)
CFR Title 23 (Highways) (GROUP FILE ONLY)
CFR Title 24 (Housing & Urban Development) (GROUP FILE ONLY)
CFR Title 25 (Indians) (GROUP FILE ONLY)
CFR Title 26 (Internal Revenue Code) (GROUP FILE ONLY)
CFR Title 27 (Alcohol, Tobacco Products & Firearms) (GROUP FILE ONLY)
CFR Title 28 (Judicial Administration) (GROUP FILE ONLY)
CFR Title 29 (Labor) (GROUP FILE ONLY)
CFR Title 30 (Mineral Resources) (GROUP FILE ONLY)



CFR Title 31 (Money & Finance: Treasury) (GROUP FILE ONLY)
CFR Title 32 (National Defense) (GROUP FILE ONLY)
CFR Title 33 (Navigation & Navigable Waters) (GROUP FILE ONLY)
CFR Title 34 (Education) (GROUP FILE ONLY)
CFR Title 35 (Panama Canal) (GROUP FILE ONLY)
CFR Title 36 (Parks, Forest, & Public Property) (GROUP FILE ONLY)
CFR Title 37 (Patents, Trademarks, & Copyrights) (GROUP FILE ONLY)
CFR Title 38 (Pensions Bonuses & Veterans' Relief) (GROUP FILE ONLY)
CFR Title 39 (Postal Service) (GROUP FILE ONLY)
CFR Title 40 (Protection of Environment) (GROUP FILE ONLY)
CFR Title 41 (Public Contracts & Property Management) (GROUP FILE ONLY)
CFR Title 42 (Public Health) (GROUP FILE ONLY)
CFR Title 43 (Public Lands, Interior) (GROUP FILE ONLY)
CFR Title 44 (Emergency Management & Assistance) (GROUP FILE ONLY)
CFR Title 45 (Public Welfare) (GROUP FILE ONLY)
CFR Title 46 (Shipping) (GROUP FILE ONLY)
CFR Title 47 (Telecommunication) (GROUP FILE ONLY)
CFR Title 48 (Federal Acquisition Regulation System) (GROUP FILE ONLY)
CFR Title 49 (Transportation) (GROUP FILE ONLY)
CFR Title 50 (Wildlife and Fisheries) (GROUP FILE ONLY)
Code of Federal Regulation, 2003
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Congressional Record Material

105th Congress - Digest (GROUP FILE ONLY)
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105th Congress - Remarks (GROUP FILE ONLY)
105th Congress - Senate (GROUP FILE ONLY)
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106th Congress - House (GROUP FILE ONLY)
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107th Congress - Remarks (GROUP FILE ONLY)
107th Congress - Senate (GROUP FILE ONLY)



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Congressional Record - 99th Congress

Energy: General

Federal Energy Regulatory Commission Decisions (GROUP FILE ONLY)
Federal Power Commission Decisions (GROUP FILE ONLY)
FERC General Counsel Opinions (GROUP FILE ONLY)
Nuclear Energy Commission Enforcement Actions (GROUP FILE ONLY)
Nuclear Regulatory Commission Decisions (GROUP FILE ONLY)

Environment: Environmental Legislative Histories

Clean Air Act Amendments of 1970 Legislative History (SELECTED MATERIAL)
Clean Air Act Amendments of 1977 Legislative History (SELECTED MATERIAL)
Clean Air Act Amendments of 1990 Legislative History
Clean Water Act of 1977 Legislative History (SELECTED MATERIAL)
Comprehensive Environmental Response, Compensation, Liability Act 1980 (SELECTED MATERIAL)
Federal Water Pollution Control Act Amendments of 1972 (SELECTED MATERIAL)
Hazardous and Solid Waste Amendments of 1984 (SELECTED MATERIAL)
National Environmental Policy Act of 1969 Legislative History
Resource Conservation and Recovery Act of 1976 Legislative History (SELECTED MATERIAL)
Superfund Amendments & Reauthorization Act of 1986 (SELECTED MATERIAL)
Toxic Substances Control Act Legislative History (SELECTED MATERIAL)
Water Quality Act of 1987 Legislative History (SELECTED MATERIAL)

Environment: EPA Administrative Law Judge Decisions

EPA Appeals Board Decisions (GROUP FILE ONLY)
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EPA Debarment Decisions (GROUP FILE ONLY)
EPA General Counsel Opinions (GROUP FILE ONLY)
EPA Office of Administrative Law Judge Decisions (GROUP FILE ONLY)
EPA Penalty Policies (GROUP FILE ONLY)
EPA Regional Judicial Officer Decisions (GROUP FILE ONLY)
EPA Title V Air Permit Orders (GROUP FILE ONLY)

Environment: General

Department of Interior ALJ Decisions (GROUP FILE ONLY)
Department of Interior and Commerce NOAA Administrative Decisions (GROUP FILE ONLY)
Department of Interior Board of Indian Appeals Decisions (GROUP FILE ONLY)
Department of Interior Board of Land Appeals Decisions (GROUP FILE ONLY)
Department of Interior Decs. Pertaining to Native Am. People fr 1917-1974

Ethics: General

IL Attorney Registration & Disciplinary Commission Ops. (GROUP FILE ONLY)
National Reporter on Legal Ethics and Professional Responsibility (GROUP FILE ONLY)

Federal Securities: General

Commodity Futures Trading Commission No-Action, Interp. & Exemptive Letters (GROUP FILE ONLY)
Commodity Futures Trading Commission Orders & Decisions (GROUP FILE ONLY)
SEC Litigation Releases (GROUP FILE ONLY)
SEC No-Action, Interpretative & Exemptive Letters (GROUP FILE ONLY)
SEC Releases (GROUP FILE ONLY)
Federal Sentencing Reporter

**Federal Travel Regulations**

Combined Joint Federal Travel & Travel Regulations TOC
Department of Defense Travel Regulations (GROUP FILE ONLY)
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Joint Travel Regulations

General Federal Administrative

Federal Communications Commission Decisions
GAO Principles of Federal Appropriations Law Vol. I-III

General Federal Agencies

Board of Veterans Appeals
Department of Agriculture Decisions
Education Hearing & Appeals 1989
Federal Register
Health & Human Service Departmental Appeals Board Decisions
Office of Government Ethics Advisory Letters, Memoranda
Social Security Rulings
US Attorney General Opinions
US Comptroller General Decisions
Veterans Affairs Off. Of General Counsel Precedent Opinions from 1989

Human Resources: General

Handbook of Occupational Groups & Families
Handbook of Occupational Groups & Families Table of Contents
Significant Classification Decisions

Immigration: General

Board of Alien Labor Certification Appeals Decisions (GROUP FILE ONLY)
Board of Immigration Appeals Decisions (GROUP FILE ONLY)
Office of Chief Admin. Hearing Officer Immigration Review Decisions (GROUP FILE ONLY)

Labor: Agency Decisions

Board of Service Contract Appeals Decisions (GROUP FILE ONLY)
Defense Office of Hearings & Appeals Decisions (GROUP FILE ONLY)
Department of Labor Wage & Hour Opinion Letters (GROUP FILE ONLY)
Department of Labor - Employment Standards Admin. (GROUP FILE ONLY)
Department of Labor Administrative Review Board Decisions (GROUP FILE ONLY)
Department of Labor Benefits Review Board Decisions (GROUP FILE ONLY)
Department of Labor Employees Compensations Appeals Board Decisions (GROUP FILE ONLY)
Department of Labor Letter Opinions (GROUP FILE ONLY)
Department of Labor Sarbanes-Oxley Act Decisions (GROUP FILE ONLY)
EBSA Field Assistance Bulletins
Equal Employment Opportunity Commission Private Sector Decisions (GROUP FILE ONLY)
Equal Employment Opportunity Commission Public Sector Decisions (GROUP FILE ONLY)
Federal Labor Relations Authority Decisions (GROUP FILE ONLY)
Federal Mine Safety & Health Review Commission Decisions (GROUP FILE ONLY)
Federal Service Impasses Panel Decisions (GROUP FILE ONLY)
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National Labor Relations Board Decisions (GROUP FILE ONLY)
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National Mediation Board Decisions (GROUP FILE ONLY)
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Secretary of Labor Decisions (GROUP FILE ONLY)
Wage Appeals Board Decisions (GROUP FILE ONLY)

**Labor: State Agency Decisions**

California Agricultural Labor Relations Board (GROUP FILE ONLY)
California Division of Labor Standards Enforcement Employment Opinion Letters (GROUP FILE ONLY)
California Fair Employment
California Fair Political Practice Commission-Advice Letters and Regs (GROUP FILE ONLY)
California Occupational Safety & Health Appeals Board Decisions

Martindale-Hubbell Law Digests

Martindale-Hubbell Law Digest (GROUP FILE ONLY)
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Martindale-Hubbell Law Directories

Combined Canadian Practice Profiles Listings (GROUP FILE ONLY)
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Combined Int'l Practice Profiles Listings (GROUP FILE ONLY)
Combined Int'l Prof. Bio. Listings for Law Firms and Corporate Legal Dept (GROUP FILE ONLY)
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 Matthew Bender's California Forms of Jury Instruction
 Matthew Bender's California Workers' Compensation Cases
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American Law Reports - Lawyers Edition
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- CSRS & FERS Handbook for Payroll & Personnel Offices
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- US CBP Bulletin - Decisions (GROUP FILE ONLY)
- US CBP Rulings - HQ Series (GROUP FILE ONLY)
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Malaysian Legal Information

- Malaysian Court Practice
- Malaysian Statutes (English)
- Malaysian TOC (English)

Scottish General Case Law

- Scottish General Acts
- Scottish Statutory Instruments

United Kingdom English General Legal Information

- English Current General Statutory Instrument
- Public and General Acts of England and Wales

LexisNexis Helps**LexisNexis Helps: Guide**

- Guide to LexisNexis services
- Product Guide - Auto-Cite(R) Guide (SELECTED MATERIAL)
- Product Guide - Shepard's Citations (SELECTED MATERIAL)
- Product Guide - Shepard's Table of Authority