



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Education

608 W. ALLEGAN ST., LANSING, MICHIGAN 48933
P.O. BOX 30008, LANSING, MICHIGAN 48909

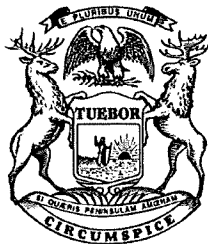
CONTRACT CHANGE NOTICE

Change Notice Number **5**
to
Contract Number **180000000051**

CONTRACTOR	King Media, Inc. 1555 Watertower Place, Suite 200 East Lansing, MI 48823
	Coleen King
	517-333-2048
	coleen@kingmedianow.com
	CXXXX3277

STATE	Program Manager	Karren Reish	MDE-LM
		517-241-0021	
		ReishK@michigan.gov	
	Contract Administrator	Carol Munroe	MDE-OFM
		517-241-3329	
		munroec@michigan.gov	

CONTRACT SUMMARY				
Graphic Design Services – for Library of Michigan				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
10/20/2017	09/30/2018	Three 1-year	09/30/2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
1%/10 Days; Net 30 Days		NA		
MINIMUM DELIVERY REQUIREMENTS				
NA				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	5 yr –Useful Life	09/30/2026
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$130,000.00		\$500,000.00	\$690,000.00	
Effective April 23, 2021, the following changes are made to this Contract: <ol style="list-style-type: none"> Useful Life Extension - Contract term is extended to 9/30/2026. Contract value has been increased by \$500,000.00. Value to cover costs during extended term. All other terms, conditions, specifications and pricing remain the same. Per Contractor, Agency Agreement, DTMB and State Administrative Board approval				



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Department of Education

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P.O. BOX 30008, LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 4
to
Contract Number **180000000051**

CONTRACTOR	King Media, Inc. 1555 Watertower Place, Suite 200 East Lansing, MI 48823
	Coleen King
	517-333-2048
	coleen@kingmedianow.com
	CXXXX3277

STATE	Program Manager	Karren Reish	MDE-LM
		517-241-0021	
		ReishK@michigan.gov	
	Contract Administrator	Carol Munroe	MDE-OFM
		517-241-3329	
		munroec@michigan.gov	

CONTRACT SUMMARY				
Graphic Design Services – for Library of Michigan				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
10/20/2017	09/30/2018	Three 1-year	09/30/2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
1%/10 Days; Net 30 Days		NA		
MINIMUM DELIVERY REQUIREMENTS				
NA				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	Final - 1 Year	<input type="checkbox"/>		09/30/2021
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$130,000.00		\$60,000.00	\$190,000.00	
Effective May 5, 2020, the following changes are made to this Contract:				
1. Final option year available on this contract is hereby exercised and contract expiration date is revised to September 30, 2021.				
2. Contract value has been increased by \$60,000.00.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement.				



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Education
608 W. ALLEGAN ST., LANSING, MICHIGAN 48933
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CONTRACT CHANGE NOTICE

Change Notice Number 3
to
Contract Number **180000000051**

CONTRACTOR	King Media, Inc. 1555 Watertower Place, Suite 200 East Lansing, MI 48823
	Coleen King
	517-333-2048
	coleen@kingmedianow.com
	CXXXX3277

STATE	Program Manager	Karren Reish	MDE-LM
		517-241-0021	
		ReishK@michigan.gov	
	Contract Administrator	Ruth Thole	MDE-OFM
		517-241-2170	
		TholeR@michigan.gov	

CONTRACT SUMMARY				
Graphic Design Services – for Library of Michigan				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
10/20/2017	09/30/2018	Three 1-year	09/30/2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
1%/10 Days; Net 30 Days		NA		
MINIMUM DELIVERY REQUIREMENTS				
NA				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		09/30/2020
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$85,000.00		\$45,000.00	\$130,000.00	
<p>Effective June 1, 2019, the following changes are made to this Contract:</p> <ol style="list-style-type: none"> The second (2nd) of three (3) one (1) year options available on this contract is hereby exercised and contract expiration date is revised to September 30, 2020. The Contract has been increased by \$45,000.00. <p>All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement.</p>				



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Education

608 W. ALLEGAN ST., LANSING, MICHIGAN 48933
P.O. BOX 30008, LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**
to
Contract Number **180000000051**

CONTRACTOR	King Media, Inc. 1555 Watertower Place, Suite 200 East Lansing, MI 48823
	Coleen King
	517-333-2048
	coleen@kingmedianow.com
	CXXXX3277

STATE	Program Manager	Karren Reish	MDE-LM
		517-241-0021	
		ReishK@michigan.gov	
	Contract Administrator	Ruth Thole	MDE-OFM
		517-241-2170	
		TholeR@michigan.gov	

CONTRACT SUMMARY				
Graphic Design Services – for Library of Michigan				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
10/20/2017	09/30/2018	Three 1-year	09/30/2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
1%/10 Days; Net 30 Days		NA		
MINIMUM DELIVERY REQUIREMENTS				
NA				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$60,000.00		\$25,000.00	\$85,000.00	
Effective November 26, 2018, this Contract is increased by \$25,000.00.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement.				



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Education

608 W. ALLEGAN ST., LANSING, MICHIGAN 48933
P.O. BOX 30008, LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 1
to
Contract Number **180000000051**

CONTRACTOR	King Media, Inc. 1555 Watertower Place, Suite 200 East Lansing, MI 48823
	Coleen King
	517-333-2048
	coleen@kingmedianow.com
	CXXXX3277

STATE	Program Manager	Karren Reish	MDE-LM
		517-241-0021	
		ReishK@michigan.gov	
	Contract Administrator	Ruth Thole	MDE-OFM
		517-241-2170	
		TholeR@michigan.gov	

CONTRACT SUMMARY				
Graphic Design Services – for Library of Michigan				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
10/20/2017	09/30/2018	Three 1-year	09/30/2018	
PAYMENT TERMS		DELIVERY TIMEFRAME		
1%/10 Days; Net 30 Days		NA		
MINIMUM DELIVERY REQUIREMENTS				
NA				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		09/30/2019
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$30,000.00		\$30,000.00	\$60,000.00	
<p>Effective August 15, 2018, the first of three option years available on this Contract is hereby exercised and the Contract is increased by \$30,000.00. The revised contract expiration date is September 30, 2019.</p> <p>Please note the telephone number for the State's Contractor Administrator has changed to 517-241-2170.</p> <p>All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement.</p>				



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Education

608 W. Allegan, Lansing MI 48933

P.O. Box 30008, Lansing, MI 48909

NOTICE OF CONTRACT

CONTRACT NO. 313 180000000051

between

THE STATE OF MICHIGAN

and

CONTRACTOR	King Media, Inc. 1555 Watertower Place, Suite 200 East Lansing, MI 48823
	Coleen King
	517-333-2048
	coleen@kingmedianow.com
	CV0063277

STATE	Program Manager	Karren Reish	LM
		517-241-0021	
		ReishK@michigan.gov	
	Contract Administrator	Ruth Thole	OFM
		517-373-3823	
		TholeR@michigan.gov	

CONTRACT SUMMARY			
Graphic Design Services – for Library of Michigan			
INITIAL TERM	INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS
Approx 11 Months	October 20, 2017	September 30, 2018	Three 1-year
PAYMENT TERMS		DELIVERY TIMEFRAME	
1%/10 Days, Net 30 Days		NA	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
NA			
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		\$30,000.00	



STATE OF MICHIGAN STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and King Media, Inc. (the "**Contractor**"), a Michigan corporation. This Contract is effective on October 20, 2017 ("**Effective Date**"), and unless terminated, expires on September 30, 2018.

This Contract may be renewed for up to three (3) additional one-year periods. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.]

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the "**Contract Activities**").

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) not make any media releases without prior written authorization from the State; (h) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; and (i) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must be clearly identifiable while on State property and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:
Ruth Thole
Department of Education
608 W. Allegan Street
Lansing, MI 48933
TholeR@michigan.gov
517-373-3823

If to Contractor:
Coleen King
King Media, Inc.
1555 Watertower Place, Suite 200,
East Lansing, MI 48823
coleen@kingmedianow.com
517-333-2048

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a "**Contract Administrator**");



State:
Ruth Thole
Department of Education
608 W. Allegan Street
Lansing, MI 48933
TholeR@michigan.gov
517-373-3823

Contractor:
Coleen King
King Media, Inc.
1555 Watertower Place, Suite 200,
East Lansing, MI 48823
coleen@kingmedianow.com
517-333-2048

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:
Karren Reish
Library of Michigan
702 W. Kalamazoo St.
Lansing, MI 48933
ReishK@michigan.gov
517-241-0021

Contractor:
Laurie DeYoung
King Media, Inc.
1555 Watertower Place, Suite 200,
East Lansing, MI 48823
laurie@kingmedianow.com
517-333-2048

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	



If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in the Contract. Contractor, its employees, and agents are not considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein

8. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
9. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
10. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.



11. **Ordering.** Contractor is not authorized to begin performance until receipt of an authorizing Purchase Order.
12. **Acceptance.** All Deliverables are subject to final inspection and acceptance by the State notwithstanding any prior payments or inspections. Final inspection will take place within 30 calendar days of the later of the delivery date, installation, or completion of services. If any Deliverables are non-conforming or defective, the State is entitled to, at its option and at Contractor's expense: (a) a refund; (b) a credit; or (c) correction or replacement. If Contractor fails to correct defects or replace non-conforming Deliverables within 10 calendar days, the State may, in addition to its other remedies: (i) reject such Deliverables; (ii) accept such Deliverables at a discount; or (iii) make such corrections or replace such Deliverables and charge Contractor any resulting costs incurred by the State plus an additional 10% administrative fee.
13. **Terms of Payment.** Invoices must include an itemized statement of all charges. All undisputed amounts are payable within 45 calendar days of the later of the State's: (a) receipt of an invoice; or (b) final acceptance of the Deliverables. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Deliverables purchased under the Contract are for the State's exclusive use. Notwithstanding the foregoing, all fees are inclusive of taxes, and Contractor is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by federal, state or local government entities on any amounts payable by the State.

The State may withhold payment in whole or in part for Deliverables the State determines are defective, untimely, or otherwise non-conforming to the Contract. All amounts due and payable by the State to Contractor shall be subject to deduction or setoff by the State against any claim the State may have against Contractor whether arising out of the Contract or any other transactions with the State.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

14. **Termination for Cause.** The State may terminate the Contract, in whole or in part, at any time for cause in the event Contractor fails to comply with any of these terms, including, without limitation, late delivery or performance, the delivery of defective or non-conforming Deliverables, or failure to provide the State with reasonable assurances of future performance. In the event of termination for cause, the State will not be liable to Contractor for any amount, and Contractor will be liable to the State for any and all damages, including but not limited to, administrative fees, court costs, attorney fees, and cover costs. Any ineffectual termination for cause is hereby deemed a termination for convenience, effective as of the same date and limited to those rights.
15. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State.
16. **General Indemnification.** Contractor must defend, indemnify and hold the State, all of its instrumentalities, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or other requirements contained in the Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable). Due to constitutional prohibitions, the State will not indemnify Contractor, or its employees or affiliates, for any reason whatsoever.
17. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the



subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against 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.

18. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
19. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
20. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
21. **Intellectual Property.** Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.
22. **Confidentiality.** Contractor agrees that any information, including State Data, disclosed by the State in relation to the Contract will be used only in the performance thereof. Contractor will keep the information confidential, will not disclose it to any third party, except as authorized by the State, and will only disclose it to those within its organization who need it for performance of the Contract. Upon completion or termination of the Contract, Contractor will return all such information to the State, or make such other disposition thereof as directed or approved by the State. No item furnished under the Contract, or tools, plans, designs, or specifications for producing the same, which have been specifically designed for or by the State, will be duplicated or used by Contractor. Nothing in this provision will restrict Contractor's right to use or disclose any information which is or becomes known to the public without breach of this provision by Contractor, or is rightfully obtained without restriction from other sources.
23. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with the Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under the Contract or any extension.
24. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the



Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 14, Termination for Cause.

25. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
26. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
27. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
28. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
29. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
30. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
31. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
32. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a



determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

33. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
34. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
35. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. No terms on any invoice, quote, purchase order, website, browse-wrap, shrink-wrap, click-wrap or other non-negotiated terms and conditions provided with any of the Deliverables (including software and hardware) or documentation, whether by Contractor, subcontractor, or any third-party, will constitute a part or amendment of the Contract or is binding on the State or any authorized user for any purpose.
36. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
37. **Waiver.** Failure to enforce any provision of the Contract, or these terms, for any period of time will not constitute a waiver.
38. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
39. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.



STATE OF MICHIGAN

Contract 313 180000000051 Graphic Design Services – for Library of Michigan

SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

This schedule identifies the requirements of the Contract.

1.010 Project Identification

1.011 Project Request

This is a Contract for graphic design services for the Michigan Department of Education (MDE) Library of Michigan (the Library).

The Contractor will provide graphic design services for marketing, promotional and informational materials including, but not limited to, brochures, flyers, graphics, posters, directional signage, booklets, invitations, maps, web banners, web graphics, certificates, programs, info-graphics, reports, editable flier templates, and more. Projects may also include updating existing materials, with files provided to the Contractor by the Library. Various pieces, such as reports, brochures and graphics, will be provided for both web and print purposes. The Contractor will provide PDF and editable files (Adobe Illustrator, Photoshop and InDesign) to the State's Program Manager and may be required to transfer files to a printing contractor selected by the Library.

The Contractor must ensure files meet Americans with Disabilities Act (ADA) accessibility requirements of MDE and the State of Michigan (SOM). Currently MDE uses Adobe Acrobat DC to check for accessibility. The State uses Siteimprove to run checks on the entire SOM web presence.

1.012 Background

The Library serves and provides programs and consulting services to two audiences: 1) Michigan residents that patronize the physical library and 2) library staff.

Patrons are provided a wide range of special events at the library such as speakers, readings, and other activities. Conferences, trade show exhibits, and training opportunities for the library community are coordinated by the Library's Statewide Library Services department. Additionally, they provide programs for library staff to take part in such as the Quality Services Audit Checklist (QSAC) program, data reporting, youth literacy programs and more. A variety of social media platforms are used to market the Library's services and collections.

Graphic design services are desired, on an as-needed basis, to assist the Library with marketing materials. Services will be needed sporadically, as it ebbs and flows by month, and the volume of graphic design work will be inconsistent and unpredictable. It is anticipated that the Library may spend up to \$15,000.00 on graphic design service per fiscal year; fiscal years end on September 30. However, the amount is an estimate and the Library is not obligated or guaranteed to spend the estimated amount.

1.020 Scope of Work and Deliverables

1.021 In Scope

The Library will determine the need for services and will provide to the Contractor all specifications and criteria of each proposed project which may include, but is not limited to, text, graphics, photos and format of product desired and time frame for project completion.

The Contractor will provide a "not-to-exceed" quote for each proposed project. The quote must be based on the hourly rate price stated on Exhibit B. The Library reserves the right to reject any quote, not have the project completed, or have it completed by either the Library or another state agency.

Upon the Library's acceptance of the Contractor's price quote, the Contractor will employ creative skills to design the requested project, meeting all Library specifications and criteria.

Finished product must meet the State's Program Manager's approval.



Contractor may be required to transfer completed, finished product to a printing contractor of the Library's choosing.

1.022 Work and Deliverables

The Library will provide requirements for each project request. Requirements may include text; photos; logos in vector format; size of piece/number of panels; QR codes; and, in some but not all cases, basic instructions on creative direction. The information provided will be dependent on the requested material.

The Library will state a required communications frequency and time frame for project completion when requesting a project. The time frame for each project will vary - as little as 5 days or as much as several months. The Contractor will adhere to the Library's required communications frequency and time frame for project completion.

1.023 Process Flow

The following will be the process flow for each project request the Library submits to the Contractor:

1. The Library will provide a request for quote (RFQ) to Contractor's Project Manager via email. The RFQ will detail project specifications and requirements.
2. Contractor acknowledges receipt of the RFQ.
3. The Contractor's Project Manager will work with the Graphic Designer and the Creative Director to prepare a quote for the project. Questions the Contractor has regarding the project specifications and requirements will be gathered. The Graphic Design Subcontractor will be secured if project volume and/or deadlines require subcontractor services.
4. Contractor's quote is submitted to the State's Program Manager along with questions about the project. The Contractor's Project Manager will remain accessible via phone or email, should the Library Program Manager have any questions about the quote.
5. State's Program Manager will accept/reject or negotiate changes to quote. Contractor will not begin work until receipt of written approval from the State's Program Manager.
6. Once written approval has been received, the Contractor's Project Manager will schedule a teleconference with the Library to discuss project details/needs prior to starting the creative process. The Contractor's Creative Director will be present for these calls. The Graphic Designer will be present as needed.
7. The Contractor will research the intended target audience and develop a set of key audience insights and characteristics in relation to the objectives of the piece being created. After answering key questions – who, what, when, where, why and how – the Creative Director will compose a creative brief for the project. The creative brief will be used as an internal guide: keeping focus on the project's objectives and establishing an overall look, feel, tone and voice for the piece, all based on the requirements provided for each project.
8. Using the creative brief as a guide, the Creative Director will lead the team through a series of creative brainstorming sessions. These brainstorms will serve as the base for creative direction, and will include the Graphic Designer who will be executing the concept. The Contractor's Firm Principal will provide final approval on creative direction for the project.
9. Once the creative brainstorming sessions establish a solid direction for the piece, the Graphic Designer will execute a design of the concept. The team will reconvene for an internal review session and provide a comprehensive critique to ensure the visuals and messaging are aligned with the objectives outlined in the creative brief. Based on the key personnel feedback, the Graphic Designer will make revisions as necessary. The Contractor's Firm Principal will provide final internal approval on the project.
10. Proof 1 is prepared as a PDF and submitted digitally to the State's Program Manager for feedback.
11. State's Program Manager recommends edits as needed.
12. The Contractor's Project Manager communicates the edits to the Graphic Designer, who makes the requested changes and prepares Proof 2 as a PDF.
13. Proof 2 is submitted digitally to the State's Program Manager for feedback.
14. State's Program Manager approves design or suggests additional edits. If additional edits are suggested, Contractor makes edits and repeats process as needed/requested.



15. When design is approved by the State's Program Manager, Contractor prepares the final files in three formats and files, including fonts: PDF; interactive PDF or other approved electronic format suitable for access online or by mobile devices; and editable files (Adobe InDesign, Illustrator, or Photoshop). Final files are emailed to the State's Program Manager.
16. The State's Program Manager will provide final approval for the project.
17. If requested by the State's Program Manager, the Contractor's Graphic Designer will assist with the distribution of files via another agreed upon system. If requested by the Library Program Manager, the Contractor will recommend appropriate paper stock for the project and/or send digital print-ready files to the Library's printing contractor.
18. If ADA issues arise, the State's Program Manager will return the project to the Contractor for remediation. The Project Manager and Graphic Designer will work collaboratively to resolve the issue and resubmit corrected files to the State's Program Manager.
19. When product meets the State's Program Manager's approval, the Contractor will invoice the Library for work completed.

1.024 Graphic Design Software

The Contractor will utilize the following graphic design software:

1. Adobe InDesign (for design/page layout)
2. Adobe Illustrator (for editing vector-based images such as logos and other artwork)
3. Adobe Photoshop (for image editing)
4. Adobe Acrobat DC (for checking ADA compliancy)

All Adobe software used by the Contractor will be the most current Creative Cloud version. All final products for the Library will be delivered in PDF, interactive PDF and editable file formats.

1.025 ADA Compliant

The Contractor will deliver the final product in an ADA compliant format that meets State of Michigan ADA specifications. For any document to be hosted on a State of Michigan site it must meet the accessibility requirements.

The Contractor will ensure all work meets ADA accessibility requirements of the Department of Education and the State of Michigan by applying the accessibility features in all Adobe InDesign, Photoshop and Illustrator files before converting to PDF. Once files are converted to PDF, the Contractor will check again using Adobe Acrobat DC.

1.026 IT Security

The Contractor must comply with State of Michigan's IT network security transfer files to the Library's Windows operated PCs.

The Contractor will utilize MAC computers and will transfer files to the Library's Windows operated PCs. The Contractor will work diligently to maintain the integrity of the State's IT network security and will promptly address issues should they arise.

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

The following are the Contractor's key personnel who will be assigned to the Contract and will be working with Library staff:



Name	Role/Responsibility	Contact Information (phone and email)
Coleen King	Firm Principal <ul style="list-style-type: none"> Oversees all project initiatives Participates in concept brainstorming and creative direction Leads escalation process, if needed 	517.333.2048 coleen@kingmedianow.com
Laurie DeYoung	Project Manager / Main Contact Person <ul style="list-style-type: none"> Serves as day-to-day project manager for all project initiatives Main contact person and liaison between the Library staff and King Media project team Responsible for invoicing and quarterly reports Participates in concept brainstorming and creative direction 	517.333.2048 laurie@kingmedianow.com
Amanda VanLente-Hatter	Creative Director <ul style="list-style-type: none"> Leads concept brainstorming and creative direction Leads internal team review process 	517.333.2048 amanda@kingmedianow.com
Adam Bunday	Graphic Designer <ul style="list-style-type: none"> Primary graphic designer responsible for conceptualization, design and completion of creative edits, proofing, paper recommendations, preparation of files and final file transfer to the Library staff 	517.333.2048 adam@kingmedianow.com
Lawrence Kachman	Graphic Design Subcontractor <ul style="list-style-type: none"> Secondary graphic designer, to be used in the event that multiple projects with tight timeframes require additional design support to insure all projects are completed by the stated deadlines 	248.268.9446 lawrence.kachman@3ds.com
Allison Navarra	Project Support <ul style="list-style-type: none"> Provides day-to-day account management assistance as needed Participates in concept brainstorming and creative direction Assists with preparation of quarterly reports 	517.333.2048 allison@kingmedianow.com

1.040 Project Plan

1.042 Project Issue and Escalation Plan

The Contractor's project issue and escalation plan will address issues as they arise to reduce or eliminate the chance of reoccurrence.

1. If there are any issues with a project, Laurie DeYoung brings them to the immediate attention of Coleen King.
2. Coleen King and Laurie DeYoung discuss the issue and determine the necessary resolution steps. They then communicate directly with the State's Program Manager to relay information about the issue and the plan of action.
3. When the State's Program Manager approves the plan of action, Coleen King and Laurie DeYoung assemble the King Media key personnel for a meeting. They discuss the issue and communicate the plan



of action. All team members are expected to clearly understand their roles and perform their tasks as directed to resolve the issue.

4. After the project has been completed, Coleen King and Laurie DeYoung revisit the issue to determine how it could have been avoided. They implement any new practices necessary to reduce or eliminate the chance of the issue reoccurring during another project.

1.043 Project Management

The Contractor will manage multiple projects with tight timeframes, while insuring all projects are completed by the stated deadlines.

The Contractor will use Basecamp, an online project management software program, to track of project plans, deliverables and deadlines. Basecamp enables the Contractor to determine workload and prioritize tasks as needed. In addition to documenting everything on Basecamp in real time, the Contractor will hold daily staff meetings to review projects.

By combining the two project management strategies, the Contractor will quickly identify instances where multiple projects from the Library with tight timeframes may need additional support. In those instances, the Graphic Design Subcontractor, Lawrence Kachman, will assist to complete deliverables by the stated deadlines.

1.044 Reports

The Contractor's Project Manager and Project Support Staff will track completed work and compile quarterly reports. Written reports will be delivered electronically to the State's Program Manager within 10 business days of the end of each quarter (December 31st, March 31st, June 30th and September 30th). The reports must include the following information:

- A. Project Name
- B. Designer(s) name
- C. Project start date
- D. Project end date
- E. Total hours spent on project
- F. Project total cost
- G. Total number of drafts created prior to final product
- H. List of file formats of final project sent to State's Program Manager
- I. Date file sent to Library
- J. Date file sent to printing contractor (if applicable)

1.050 Pricing, Invoices, and Payment

1.051 Pricing

The Contractor's price is \$95.00 per hour for Contract Activities.

The hourly rate price is firm for the base contract period ending September 30, 2018. Price adjustments may only be requested prior to the execution of a renewal option. If an adjustment is approved by MDE, the price adjustment will be effective for the renewal period beginning November 1 and will be firm for the remainder of the renewal period and/or contract term.

Price adjustment requests must be in writing and must be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs.

1.052 Invoices

Completed project must have final approval by the State's Program Manager. Following State's Program Manager's approval, Contractor will submit an invoice for the completed project.

All invoices submitted to the State must include: (a) date; (b) purchase order number; (c) description of the project; (d) number of hours; (e) hourly rate; and (f) total price.

**1.053 Payment**

The Contractor offers a quick payment discount of 1% if invoice is paid within 10 days; otherwise payment terms are Net 30 days.

The State will make payment for Contract Activities by Electronic Funds Transfer (EFT).



STATE OF MICHIGAN

Contract 313 180000000051
Graphic Design Services – for Library of Michigan

SCHEDULE B PRICING

Description	Price
Hourly rate for Contract Activities as specified in Schedule A	\$ <u>95.00</u> Per Hour