

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. 3
TO
CONTRACT NO. 071B7200048
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Ebsco Information Services 1140 Silver Lake Road Cary, IL 60013 Tdowiat@ebSCO.com	TELEPHONE (888) 234-5614 Tanya Dowiat
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-6535 William C. Walsh, CPPB
Contract Compliance Inspector: Kim Laird (517) 373-5866 klaird@michigan.gov Publication Subscriptions—Department of History, Arts and Libraries—Department of Education	
CONTRACT PERIOD 3 Years From: October 1, 2006 To: September 30, 2010	
TERMS Net 30	SHIPMENT Per Contract Requirements
F.O.B. Delivered	SHIPPED FROM Cary, IL
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE(S):

Effective October 1, 2009, the State hereby exercises option 01 of 02 one-year options to extend, revising the Contract end date to September 30, 2010.

Additionally, the Department of Education is added as an authorized user on this Contract.

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

AUTHORITY/REASON:

Per agency request, vendor agreement (email dated 8/18/09), Ad Board approval on 12/7/09, and DMB/Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$189,803.16

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

January 14, 2008

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B7200048
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Ebsco Information Services 1140 Silver Lake Road Cary, IL 60013 Tdowiat@ebSCO.com	TELEPHONE (888) 234-5614 Tanya Dowiat
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-6535 William C. Walsh, CPPB
Contract Compliance Inspector: Kim Laird (517) 373-5866 klaird@michigan.gov Publication Subscriptions – Department of History, Arts and Libraries	
CONTRACT PERIOD 3 Years From: October 1, 2006 To: October 1, 2009	
TERMS Net 30	SHIPMENT Per Contract Requirements
F.O.B. Delivered	SHIPPED FROM Cary, IL
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE(S):

Effective January 8, 2008, the following title is hereby ADDED to this Contract:

193-658-0101 ISSN 1083-0588	Chase's Calendar of Events	AN	\$65.00
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All other terms, conditions, and pricing not noted above shall remain the same.

AUTHORITY/REASON:

Per request of agency (e-mail dated 1/01/08 from Kim Laird)

CURRENT AUTHORIZED SPEND LIMIT REMAINS: **\$189,803.16**

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

September 5, 2007

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B7200048
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Ebsco Information Services 1140 Silver Lake Road Cary, IL 60013 Tdowiat@ebSCO.com	TELEPHONE (888) 234-5614 Tanya Dowiat
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-6535 William C. Walsh, CPPB
Contract Compliance Inspector: Kim Laird (517) 373-5866 klaird@michigan.gov Publication Subscriptions – Department of History, Arts and Libraries	
CONTRACT PERIOD 3 Years From: October 1, 2006 To: October 1, 2009	
TERMS Net 30	SHIPMENT Per Contract Requirements
F.O.B. Delivered	SHIPPED FROM Cary, IL
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE(S):

Effective September 4, 2007, the following titles are ADDED to this Contract:

0739-9480	Detroit Legal News	AN	\$152.00
1069-7837	Lawyers Weekly USA	AN	\$211.00
0162-7325	National Law Journal	AN	\$159.00

All other Terms, conditions, and pricing not noted above shall remain the same.

AUTHORITY/REASON:

Per request of agency (Kim Laird e-mail dated 8/31/07) and in accordance with Section 1.101-C of the Terms and Conditions.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$ 189,803.16

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. 071B7200048
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Ebsco Information Services 1140 Silver Lake Road Cary, IL 60013 Tdowiat@ebSCO.com	TELEPHONE (888) 234-5614 Tanya Dowiat
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-6535 William C. Walsh, CPPB
Contract Compliance Inspector: Kim Laird (517) 373-5866 klaird@michigan.gov Publication Subscriptions – Department of History, Arts and Libraries	
CONTRACT PERIOD 3 Years From: October 1, 2006 To: October 1, 2009	
TERMS Net 30	SHIPMENT Per Contract Requirements
F.O.B. Delivered	SHIPPED FROM Cary, IL
MINIMUM DELIVERY REQUIREMENTS N/A	

The terms and conditions of this Contract are attached.

Total Estimated Contract Value: \$ 189,803.16

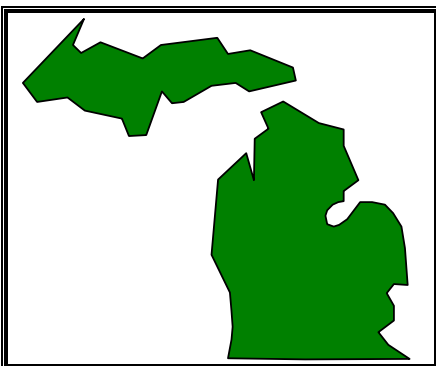
STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B7200048
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (888) 234-5614 Tanya Dowiat
Ebsco Information Services 1140 Silver Lake Road Cary, IL 60013 Tdowiat@ebsco.com		VENDOR NUMBER/MAIL CODE
		BUYER (517) 373-6535 William C. Walsh, CPPB
Contract Compliance Inspector: Kim Laird (517) 373-5866 klaird@michigan.gov Publication Subscriptions – Department of History, Arts and Libraries		
CONTRACT PERIOD 3 Years From: October 1, 2006 To: October 1, 2009		
TERMS	SHIPMENT	
Net 30	Per Contract Requirements	
F.O.B.	SHIPPED FROM	
Delivered	Cary, IL	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION:		
 The terms and conditions of this Contract are attached. Total Estimated Contract Value: \$ 189,803.16		

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:	FOR THE STATE:
Ebsco Information Services	Signature
_____ Firm Name	William C. Walsh, CPPB, Buyer Manager
_____ Authorized Agent Signature	Name/Title
_____ Authorized Agent (Print or Type)	Services Division, Purchasing Operations
_____ Date	Department
	_____ Date



STATE OF MICHIGAN
Department of Management and Budget
Purchasing

Contract No. 071B7200048
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 CONTROLProject 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. Customer Service**

The Regional Office, located in Cary, IL, handles eight Midwest states: Michigan, Indiana, Ohio, Illinois, Wisconsin, Minnesota, Iowa and Missouri. The Regional Office houses all Customer Service Representatives (CSR), one of which is specifically assigned to each customer. The CSR is most familiar with your account and handles all day-to-day requests, including claiming and ordering. The CSR for this Contract is:

Tanya Dowiat
Ebsco Information Services
1140 Silver Lake Road
Cary, IL 60013
(888) 234-5614
Tdowiat@ebsco.com

EBSCO divides their accounts based on the number of line items. Therefore, one representative may have fewer accounts, but higher in the number of line items and another may have more accounts that are lesser in line items. These levels are evaluated on a regular basis to ensure that each CSR has the proper level of work to ensure quality service to the library. Your assigned CSR has the authority to have assistance with their workloads when necessary. The Regional Office displays records of workload currency, and if someone is overloaded, assistance by support staff is provided.



The CSR determines what activities the support staff will perform, such as handling claims, dealing with duplicates, cancellations, checking for back issues, etc.

EBSCO will also provide the services of the Account Services Manager, Leslie Burke. Leslie has almost twenty years of serials experience. This position is the official troubleshooter for EBSCO and handles any "non-routine" problems for customers. This includes the overseeing of the transition of the Library of Michigan, holding in-service workshops, and training of EBSCONET® and other information services. Leslie will also hold yearly account reviews to ensure that our information is correct and to discuss any special projects the library may be working on and how EBSCO can assist.

The Contractor must provide a form for reporting complaints and 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.

EBSCO will provide (upon request) a supply of Complaint-Adjustment Request Forms. This form allows you to quickly and conveniently list claims. Please see page 34 of the enclosed Systems and Services Manual.

EBSCO also provides, free of charge, EBSCONET®, our serials management system. EBSCONET® allows customers to search, order and claim subscriptions via the Web. With EBSCONET®, customers can review their order history, renew annual subscription orders, access a number of EBSCO's special reports and perform other serials-related operations online.

EBSCO handles all correspondence within three working days. Typical turnaround time is 1 – 2 days.

EBSCO supplies toll-free numbers for your convenience. We provide a direct toll-free number to your assigned CSR and the Regional Office. A toll-free fax number is also available, as well as toll-free numbers to your Account Services Manager and Sales Representative. Due to this wide network of toll-free numbers, EBSCO will not accept collect telephone calls.

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

EBSCO will do everything possible to help ensure continuous delivery of the library's periodicals. As long as EBSCO receives the information from the library in a timely fashion, we will place the requests with the publishers. However, since we are in the middle of the subscription process, we can only ensure that we will place subscriptions in the proper time constraints, to the publishers. We cannot guarantee the response of the publishers, but will work to resolve any problems that occur.

The Contractor shall provide three copies of each invoice.

2. Order Fulfillment

A. Charges:

Contractor handling service charges will be firm and without increase for at least the first year and written notification will be sent to the Library of Michigan for any price changes by the publisher **as soon** as they occur.

EBSCO will maintain the proposed service charge for at least one year. EBSCO updates our title database with pricing changes when we receive them from the publishers. EBSCO works diligently to obtain the most current pricing available. Usually by the time a customer is invoiced in October, over 95% of the database is priced for the next year. This high percentage usually results in fewer supplemental billings for price increases.

Billing cycles shall be synchronized with the State of Michigan's fiscal year, which is October 1 – September 30. We prefer to have subscriptions start (when possible) between November & January, with January as the preferred start date for subscriptions. EBSCO will comply with the requirements.



The Library of Michigan cannot accept subscription rates for over a single year's length. EBSCO will profile the library's account in order to guarantee that multiple year subscriptions will NOT be placed.

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

B. Invoices and Credits:

EBSCO will send the main invoice after changes by the library are made from the renewal list. This is sent once a year. Price adjustments can be consolidated monthly or quarterly – to be determined by the library. Invoices for new orders (that are not part of the renewal list) are generated when the order is placed with EBSCO. EBSCO issues an original invoice for billing items, which are entered on a "bill-later" basis for supplementary volumes, or on a "standing-order" basis. These invoices are issued monthly. All prices on EBSCO's invoices are shown at publisher retail rates.

EBSCO offers to display service charges in a variety of ways to satisfy the request of the customer. The service charge can be displayed at the end of the invoice total or can be added into each line item. This method shows just one price – the combined total of the publisher's retail rate plus the service charge.

EBSCO will send supplementary invoices for price changes made by the publisher. The reason for the invoice is stated under the "comments" section of the invoice.

EBSCO pays the publishers immediately upon authorization from the customer. Therefore, anytime the library receives an invoice from EBSCO, the publisher has already been paid.

Renewals are returned to EBSCO by September 1 for the following year orders. EBSCO codes any changes to the list and sends the orders, with payment, to the publishers beginning in mid-October. EBSCO then invoices the library beginning in early November.

Cancellations requested by the library are sent to the publisher. EBSCO will refund to the library any money received from the publisher. Publishers often charge a cancellation fee and may not refund any money already paid. Titles, which are non-cancelable, are noted in EBSCONET® and on our invoices and renewal list.

EBSCO will provide a Monthly Statement of Account to the library.

EBSCO can interface with III for electronic invoicing.

EBSCO will not charge the library any additional fees to provide electronic invoicing with III. In order for electronic invoicing to work, the Library of Michigan must have the III module, which includes electronic invoicing.

EBSCO is committed to assisting customers in managing serials through their automated library system. As mentioned above, EBSCO is able to handle electronic invoicing with III.

C. New Orders

EBSCO will accept additional orders at any time without an increase in processing fee or service charge.

EBSCO will establish common expiration dates, except when limited by the publisher restrictions. If the publisher allows, we will prorate any subscription that does not match the common expiration date.

Normal placement of new orders with the publisher occurs within two weeks of receipt of the order and verification is provided with the invoice. The invoice is normally supplied in the month the order is placed. If an order is placed using EBSCONET®, the library will receive email verification that EBSCO received the order request.



If the order is placed via EBSCONET®, they are pulled from the system daily and processed twice a week. If the order is placed through the library's CSR, it is handled within 24 – 48 hours.

For EBSCONET® orders, if there is a problem with placing orders, information will be sent to the EBSCONET® customer account list. For other orders placed with the Customer Service Representative, there would be an email indicating if there is a problem placing the order. Others typically monitor Customer Service Representative's mail in the department if a CSR is out of the office.

EBSCO will send the request to the publisher and normally, it will take between six and eight weeks to start a new order.

EBSCO's title database contains over 300,000 titles. If a title is not in the database, EBSCO will do research in order to determine if the publisher will allow EBSCO to handle the title for the library. This process can take a few weeks or longer, depending upon the title and the publisher involved. EBSCO will provide to the customer the reason for the inability to supply the title, such as when publishers require the title to go direct.

EBSCO can offer rush ordering and there is a \$10 per title cost for this service.

If the publisher will accept it, we can use an EBSCO credit card to pay for the subscription and then bill the customer. If they will not accept a credit card, we will contact our headquarters in Birmingham, AL to expedite a payment in another method that the publisher will accept (check, wire transfer etc.).

Many of our customers utilize the Missing Copy Bank® for sample issues of periodicals. These issues are free of charge to customers and there is no limit to the number of issues supplied. When the customer requests a sample issue through their CSR, the situation varies from publisher to publisher. If the publisher charges for the sample issue, this will be passed on the Library of Michigan.

D. Cancellations

EBSCO recommends cancellation at expiration for maximum effectiveness. Most publishers charge a cancellation fee or cancel with no refunds. Therefore, cancellations at any time other than at expiration is not usually in the library's best interest, except in cases of very costly materials. Except in rare cases, it is EBSCO's policy not to accept cancellation requests from customers if the subscription term has less than six months remaining. Also, it is EBSCO's policy to not refund the service fee of a cancelled title. In the event of a refund from the publisher for a cancelled title, EBSCO will credit the Library of Michigan that amount.

In the case of a cancellation by the publisher, if EBSCO has the information regarding last volume, number, etc., we will supply this information to the customer.

In the event of a dropped or deceased title, the publisher will usually offer a replacement title. EBSCO will provide the Library of Michigan with the alternative title information and respond according to the customer's wishes.

E. Electronic Ordering

Electronic ordering through ILL (Millenium) is available through EBSCO.

EBSCO offers ordering via EBSCONET®. This service allows customers to search, order and claim subscriptions via the Internet and is provided free of charge to customers.

EBSCO's home page is at www.ebsco.com. Customer account information is not available at this site. Customers must utilize EBSCONET® for information, functions, etc.

The Library of Michigan may e-mail orders directly to their Customer Service Representative.

EBSCO is currently unable to offer FTP for orders.



EBSCO provides training for procedures and services. Leslie Burke, Account Services Manager, is responsible for staff training on EBSCO processes and other services. She will also do annual account reviews with the necessary staff to ensure continued good service and a beneficial relationship between EBSCO and the Library of Michigan. Our technical support staff, located at our headquarters in Birmingham, AL, has a toll-free number in the event of problems with Internet provided services.

EBSCO will provide the services of Leslie Burke in regards to training, transitioning, and dealing with III issues. She will be available to discuss special projects and how EBSCO may be able to provide information (such as reports) in order to help the customer.

Contractor shall coordinate a test records environment once a contract is signed. EBSCO will comply.

Leslie Burke would be responsible for discussing and implementing any special projects, interfaces, etc. with the Library of Michigan.

EBSCONET® is accessed using an account number and password. The account can be customized so that there are different levels of authorized use. Passwords can also be given for different function access. One password may allow all functions, limited functions or view-only access. The customer can customize EBSCONET® based upon their needs.

Contractor shall keep track of who is authorized to place orders from the Library of Michigan staff. This information will be set up during the account set up process stating who has the authorization to place orders.

F. Renewal List of Library of Michigan Subscriptions

EBSCO will accommodate common expirations dates when allowed by the publishers.

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. EBSCO will comply.

The list shall include fund codes, III order numbers and location. EBSCO will comply.

The list shall include the status, price, renewal date, ISSN numbers and other details about the title. The renewal list will include the above information, as well as non-cancelable titles, publication frequency, and quantity.

The State may cancel titles on the renewal list by crossing the title off with a pen. The State may also work their renewals on EBSCONET®, in which case you would change the "yes" to a "no" for the desired titles.

G. Management Reports

EBSCO has over 425 reports available on demand at no additional charge to the library. There is no limit on the number of different reports, or the number of times the library can receive a single report throughout the year. Many of our reports can be set up to be received on a regular basis (such as monthly, quarterly, etc.) or can be ordered via EBSCONET® or through your Regional Office.

There are no additional charges for reports. There is no limit for any reports.

Our reports cover areas of collections development and evaluation, budgeting and general serials management. They can be broken down in a variety of ways (fund codes, subscriber code, ship-to, etc.).

Many of our reports are available via EBSCONET®.

EBSCO can provide expenditure estimates, based on fund codes, each year.



EBSCO provides many reports via EBSCONET® for self-generation of reports. This area continues to grow with more reports being added with new releases.

H. Transferring Subscriptions

EBSCO will provide any information necessary for the library to transfer their account. EBSCO only renews for the next year upon receiving the renewal list. If we do not receive the list, we do not renew the orders. The library would then place orders through their new vendor.

I. Titles

If a title must go direct, this will be noted on the renewal. If EBSCO doesn't supply the title, it will not show up on the invoice or in any of our reports. The customer may have these non-EBSCO titles added, for a one-time charge of \$10 per title. This allows for more complete reporting information to the library.

1.102 RESERVED

1.103 RESERVED

1.104 WARRANTY FOR PRODUCTS OR SERVICES

EBSCO will provide claims via the ILL system or through EBSCONET®.

EBSCO will transmit claims electronically if the publisher is capable of electronic transmission. This process is immediate. If the publisher cannot to this, EBSCO will print the claims in batches and mail to the publishers twice a week.

EBSCO will process the claim within 24 – 48 hours of receipt from the library.

EBSCO has general rates of fulfillment of claims, but not by publisher or title. The Library of Michigan claims can be tracked and can be viewed by pulling a Claims Processed report, which will indicate number and type of claim for all titles claimed. This report is available on EBSCONET®.

EBSCO holds and batches claims when the publisher is unable to accept them electronically.

EBSCO will email claim acknowledgement statements within a week of processing. EBSCO can also provide a report, the Monthly Claim Checker, that summarizes all outstanding claims and any responses from the publisher. This report is on EBSCONET® for quick access and turnaround to the library's Customer Service Representative.

If the publisher does not supply a missing issue EBSCO will try to supply the issue through the Missing Copy Bank® - free of charge. However, if the issue is not available, EBSCO cannot supply the issue. The library would have use a back issue supply company at their own expense. EBSCO will however extend the subscription period in the event of non-supply from the publisher.

In order to resolve duplicates, EBSCO will need copies of the mailing labels from the library. With this information, we are able to determine which subscription is correct and get the situation resolved with the publisher.

EBSCO will make every effort to resolve the claims for the library and will accept claims in any format (e-mail, Internet, ILL, fax or telephone).

Title Changes and Refunds

EBSCO will provide a Customized Bulletin of Serials Changes, available on EBSCONET®. The information provided to EBSCO is noted on the report.



EBSCO will send a letter detailing the change of a title and let the library know what options are available and EBSCO will act on the customer's behalf.

If a title ceases, EBSCO will refund to the Library of Michigan whatever the publisher has refunded to EBSCO. If there is no refund to EBSCO, the library will not receive any refund.

EBSCO will issue a credit memo when a publisher issues a refund. The customer can apply this credit to current or future invoices or receive a refund check.

EBSCO will issue refunds as soon as secured by the publisher. The time frame varies greatly depending upon the situation and the publisher.

EBSCO notifies the library of suspended titles via the Customized Bulletin of Serials Changes. This report is available on EBSCONET®.

Ordering Replacement Issues, Back Issues and Out of Print Orders

EBSCO can supply many replacement issues through our Missing Copy Bank® - free of charge to customers.

EBSCO can supply a list of back issue suppliers upon request, but EBSCO does not handle this service.

1.2 Service Capabilities

1.201 CUSTOMER SERVICE/ORDERING-RESERVED

1.202 TRAINING-RESERVED

1.203 REPORTING-RESERVED

1.204 SPECIAL PROGRAMS-RESERVED

1.205 RESERVED

1.3 Delivery Capabilities

1.301 TIME FRAMES

1.302 MINIMUM ORDER

EBSCO does not have a minimum order.

1.303 PACKAGING-RESERVED

1.304 PALLETIZING-RESERVED

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 PRICING**

Total EBSCO List Prices	\$58,472.94
% Service Charge – 8.2%	\$4,479.78
Total Invoice Price	\$63,267.72

1.402 QUICK PAYMENT TERMS

EBSCO will offer the following prepayment discount schedule if payment is received by the following dates:

August 28, 2006	0.8%
September 25, 2006	0.4%

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 or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify 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 or officers.



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 or officer changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

2.103 SOFTWARE COMPLIANCE-RESERVED

2.104 RESERVED

2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE)-RESERVED

2.106 PREVAILING WAGE-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 INDEMNIFICATIONGeneral 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 not withstanding 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 INSURED(S) on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

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

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED(S) 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 except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

2.802 TIME EXTENTIONS

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

2.803 MODIFICATION

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.



TITLE CODE	NAME OF PUBLICATION	FREQUENCY	PRICE (in dollars)
003820404N	ACA Spotlight	QR	\$40.00
004363008	Academy of Management Journal	BM	\$140.00
005738497N	Accra Cost of Living Index	OR	\$150.00
013283049N	Admin. In Social Work	QR	\$590.00
014878003N	Advanced Technology Libraries	MO	\$105.00
018749531N	Advocate/Mental Health Assn in Michigan	OR	\$35.00
023373780N	Against The Grain	IR	\$50.00
023894850N	Aging Alert – MI	MO	\$34.00
032708570N	Alger County Historical Soc. Membership	AN	\$20.00
033551631N	Allen County Genealogical Society of Indiana	AN	\$25.00
034324517	Alpena News	DA	\$190.00
034723023	Alternative Dispute Resolution	OR	\$97.90
036848018N	American Archivist/For Institutions	SA	\$95.00
037388022N	American Assoc. Of Retired Persons Membership	AN	\$22.50
037388030N	American Assoc. Of Retired Persons Membership	AN	\$22.50
038177002	American Book Publishing Record	MO	\$315.00
039083001	American City and County/For Libraries and Schools	MO	\$67.06
039107354N	American Civil Liberties Union Membership	AN	\$30.00
040130007N	American Economic Review	IR	\$325.00
040372336	American Enterprise/For Us Canada Only	IR	\$38.00
041281007N	American Genealogist	QR	\$40.00
041690009	American Heritage – Flexible	IR	\$24.00
041839002	American Historical Review – Class 1	BM	\$250.00
042155598N	American Humane Assoc. Professional Membership	AN	\$129.00
042659458N	American Institute for Conservation Book and Paper Membership	AN	\$35.00
042660100N	American Institute for Conservation Membership	AN	\$200.00
043222009	American Journal of Archaeology	QR	\$250.00
044143774F	American Journal of Political Science	QR	\$324.00
044264000N	American Journal of Public Health	MO	\$260.00



044710952N	American Law Institute-American Bar Assoc. Membership	AN	\$410.00
044921005N	American Library Assoc Membership	AN	\$120.00
045517000	American Midland Naturalist	QR	\$85.00
047207774	American Prospect	OR	\$24.95
047322003	American Psychologist/Surface Mail	OR	\$609.00
048125009	American School Board Journal	MO	\$57.00
049330046N	American Spirit/Formerly Daughters of American Revolution Mag.	BM	\$28.00
050573567	Americans w/ Disabilities Act Compliance Manual	OR	\$299.75
053709010N	Ancestry-UT	BM	\$34.95
055680003	Ann Arbor News/Daily and Sunday	DS	\$310.00
055680540N	Ann Arbor Observer	OR	\$30.00
058925009	Annals of Iowa	QR	\$31.95
063480008N	Ansearchin News	QR	\$35.00
077431815	Argus Press	DA	\$180.00
088176698N	Assoc. For Gravestone Studies Membership	AN	\$60.00
088427752N	Assoc. of Professional Genealogists Membership	AN	\$40.00
091370007	Atlantic Monthly	IR	\$29.95
094307105	Audubon	BM	\$35.00
100566009	Automobile Quarterly/PA/Surface Mail	QR	\$79.96
100876036	Automotive Industries – Print + Online	MO	\$88.00
100977008	Automotive News	WK	\$149.00
100977024	Automotive News – Print and Online	WK	\$149.00
100978006N	Automotive News Market Data Book	AN	\$34.95
105659463N	Avotaynu/The International Review of Jewish Genealogy	QR	\$45.00
107271348N	Barage Bulletin/Publication of the Bishop Baraga Assoc	QR	\$16.00
107644619	Barrons	WK	\$165.00
108763004	Battle Creek Enquirer News	DS	\$297.12
109332007	Bay City Times	DS	\$166.00
115644700N	Between the Lines	WK	\$62.00
124875006	Black Enterprise	MO	\$22.00
131057002N	Booklist	IR	\$99.95
141119289N	Brookings Papers on Economic Activity	IR	\$75.00
147819007	Bulletin of the Center for Childrens Books	IR	\$75.00
148654007	Bulletin of the Detroit Institute of Arts	SA	\$20.00



152683009N	Bulletin of the Michigan Dental Hygienists	TQ	\$30.00
160941118N	Business Outlook for West Michigan	QR	\$35.00
161656640	Business Updated-MI	MO	\$20.00
161677240	Business Week – Print and Online	WK	\$59.97
172037004	Campaigns and Elections	MO	\$49.95
180047011N	Capital Source	AN	\$55.94
187129275	Cato Journal – Print and Online	TQ	\$50.00
187276829N	Cause Advocate	QR	\$35.00
193153798	Charlevoix Courier – MI	WK	\$73.00
194303178	Chelsea Standard	WK	\$38.00
197494230N	Chesapeake & Ohio Historical Magazine	MO	\$45.00
198449894N	Chicago Genealogical Society Membership	AN	\$30.00
199840000	Child Welfare	BM	\$150.00
202662006N	Choice – Current Reviews for Academic Libraries	MO	\$295.00
205449036	Chronicle of Higher Education – Print and Online	IR	\$82.50
205458011N	Chronicle of Higher Education – Almanac	AN	\$18.00
205555055	Chronicle of Philanthropy – Print and Online	SM	\$72.00
206707002	Church and State	MO	\$18.00
214408692	Closing the Gap/For Us, Canada and Mexico	BM	\$34.00
221586001	Commentary: American Jewish Community	MO	\$45.00
223640004	Commonweal	IR	\$47.00
225087279N	Community College Journal	BM	\$39.00
229319058	Computers in Libraries	IR	\$99.95
230990574N	Conference of International Assoc. for Great Lakes Research	AN	\$20.00
231916008	Congressional Digest	OR	\$62.00
232374009N	Connecticut Ancestry	QR	\$35.00
232760579N	Connections – MI	OR	\$35.00
234883858	Consumer Reports	IR	\$26.00
234901007N	Consumer Reports Buying Guide	AN	\$23.49
242905164	County Press	SW	\$69.50
243664455	CQ Weekly Full Service	OR	\$2386.00
243799657	Craigslist Detroit Business	WK	\$59.00
245157730	Criminal Justice Policy Review	QR	\$641.00
245377270N	Crisis-Microfiche	OR	\$22.00
245377353N	Crisis/Formerly/New Crisis	BM	\$22.00
256551607	Daily News	DS	\$412.72
257312520	Daily Tribune	DS	\$154.00
267552008	Detroit Free Press	DS	\$530.00
267585842N	Detroit Historical Society	AN	\$45.00



267628572N	Detroit Marine Historian	MO	\$40.00
267683001	Detroit News	DS	\$530.00
267732006N	Detroit Society for Genealogical Research	IR	\$30.00
281736017	Dowagiac Daily News	SA	\$88.00
282707462	Driftwood Review	AN	\$7.00
285884615	Early American Studies: An Interdisciplinary Journal – Print and Online	SA	\$60.00
289821977	Economic Development Quarterly	QR	\$520.00
291529360F	Economist – Print and Online	WK	\$129.00
291661098	Econtent – Print and Online	IR	\$115.00
292776002	Education – AL	QR	\$80.00
293184008	Education Digest	MO	\$48.00
293925004	Education and Urban Society	QR	\$533.00
293962510	Education Week – Print and Online	OR	\$79.94
294531009	Educational Leadership	IR	\$36.00
294881719	Educational Policy	IR	\$578.00
304819501	Employee Privacy Law and Practice	OR	\$155.00
310228002	Environment - DC	IR	\$119.00
310738000N	Environmental Law	QR	\$50.00
311564397N	EPIC-MRA Report – Michigan ED	MO	\$205.00
312345101	Equity and Excellence in Education	QR	\$144.00
312345135	Equity and Excellence in Education – Print and Online	QR	\$144.00
319975108F	Evertons Genealogical Helper	BM	\$27.00
326616869F	Family Chronicle	BM	\$27.00
326805439F	Family History News and Digest	SA	\$13.32
328601034	Farm Journal	IR	\$24.75
331293001N	Federal Grants Management Handbook	MO	\$319.00
332454701N	Federation of Genealogical Societies Membership	AN	\$45.00
335118006N	Fifth Estate	QR	\$30.00
337742191N	Finder Binder – Detroit Area	AN	\$300.00
340927003	Flint Journal	DS	\$159.88
347436008	Forbes	BW	\$59.95
350466009	Fortune – Domestic Ed	OR	\$69.95
351597307	Foundation News and Commentary	BM	\$60.00
354423691N	French Canadian Heritage Society of MI	AN	\$30.00
355269739N	Friends of Libraries of USA Membership	AN	\$60.00
355423294N	From the Ground UP-MI	BM	\$25.00



357163575	Fulltext Sources Online	SA	\$263.00
358701001	Futurist – Surface Mail	BM	\$59.00
362263006N	Genealogical Magazine of New Jersey	TQ	\$35.00
362344707N	Genealogist/APSG	SA	\$35.00
362345001NF	Genealogists Magazine	QR	\$50.37
373747005	Government Executive	IR	\$48.00
373747203N	Government Finance Officers Assoc. Membership	IR	\$255.00
373796697	Government Information Quarterly	IR	\$461.00
373796721	Government Information Quarterly – Print and Online	IR	\$461.00
375049996	Grand Haven Tribune	IR	\$166.00
375074630N	Grand Rapids/For Us	MO	\$29.00
375076072N	Grand Rapids Historical Society Membership	AN	\$40.00
375077005	Grand Rapids Press	DS	\$226.00
375267069	Grants for Libraries Hotline	MO	\$187.00
376418349N	Great Lakes Aquatic Habitat	BM	\$25.00
376419453N	Great Lakes Brewing News	BM	\$27.00
376419503N	Great Lakes Bulletin	QR	\$50.00
376483558	Great Lakes Seaway Review	QR	\$25.00
376495180N	Great Migration Newsletter	QR	\$30.00
377434006N	Greenwoods Guide to Great Lakes Shipping	AN	\$182.76
377438007	Greenwoods Lake Boats	AN	\$32.08
378164032N	Grosse Pointe Historical Society Membership	AN	\$45.00
378775100F	Growth and Change – Print and Online	OR	\$221.00
383526001N	Halve Maen	QR	\$38.50
385739008N	Harlows Wooden Man	QR	\$30.00
385935002	Harpers Magazine – Regular ED	MO	\$21.00
386291009	Harvard Business Review	MO	\$129.00
386407019	Harvard Educational Review – Print and Online	QR	\$149.00
387039209	Hastings Center Membership	AN	\$115.00
387859374	Health	IR	\$19.97
387887565	Health Affairs – Print and Online	BM	\$325.00
387975022N	Health Care Weekly Review	WK	\$110.00
388811515N	Heartland Institute Membership	AN	\$59.00
390747301	Herald Palladium	DA	\$262.00
394918734N	Historical Society of MI Membership	AN	\$75.00
402116347	Hour Detroit	MO	\$27.95



403677776N	Hownikan/People of the Fire	MO	\$20.00
403739758	HR Magazine	MO	\$70.00
411846009N	Illinois State Genealogical Society Quarterly	QR	\$35.00
411869001N	Illinois State Historical Society Membership	AN	\$60.00
414334250	INC – Print and Online	MO	\$19.00
421027939N	Indiana Genealogical Society Membership	AN	\$40.00
421043001N	Indiana Historical Society Membership	AN	\$50.00
421150673N	Indiana Libraries/Incorps Indiana Media Journal	SA	\$30.00
428138622N	Information Outlook/Incorps Special Libraries and Specialist	MO	\$135.00
429871635N	Ingham County Genealogical Society Membership	AN	\$20.00
430285007	Inland Seas	QR	\$49.00
431236843	Inside Web Design	OR	\$196.67
434987244N	Intellectual Ammunition	BM	\$59.00
436666002	Internal Auditor	BM	\$60.00
437457351N	International Assoc. for Great Lakes Research Membership	AN	\$260.00
451779789N	Ionia County Genealogical Society Newsletter	QR	\$25.00
453365546N	Irish Genealogical Society of MI Membership	AN	\$22.00
456271170	Issues in Science and Technology – Print and Online	QR	\$103.00
457283588	Izaak Walton League of America	AN	\$46.00
458266004	Jackson Citizen Patroit	DS	\$170.00
459056537	Jama: Journal of the American Medical Assoc.	OR	\$575.00
465533024	Journal – American Water Works	MO	\$185.00
465726040	Journal of Academic Librarianship	BM	\$280.00
466164266N	Journal of the Afro American Historical and Genealogical Society	SA	\$55.00
466433000	Journal of the Air and Waste	MO	\$230.00
467869822N	Journal of The American Planning Association	QR	\$190.00
469691000	Journal of Applied Rehabilitation Counseling	QR	\$70.00
476451000	Journal of Education – MA	TQ	\$57.00
476461009	Journal of Education Finance	QR	\$60.00
479847022N	Journal of Forestry	IR	\$214.00



480716638N	Journal of Government Financial Mgmt	QR	\$105.00
480875194	Journal of Health and Human Services Admin	SA	\$190.00
481657005	Journal of Higher Education – OH	BM	\$156.00
482283025N	Journal of Illinois History	QR	\$28.00
483914123N	Journal of Interlibrary Loan Document Delivery and Electronic Reserve	QR	\$285.00
485666051N	Journal of Library – Admin	OR	\$650.00
487557696N	Journal of the MI Dental Assoc.	MO	\$25.00
492404769	Journal of Policy Analysis and Mgmt	QR	\$865.00
493392492	Journal of Public Health Policy	QR	\$248.00
497019000	Journal of Soil and Water Conservation	BM	\$83.00
503002008	Kalamazoo Gazette	DS	\$235.00
505800003N	Kentucky Historical Society	AN	\$60.00
507816056	Kiplingers Personal Finance	MO	\$23.95
508986528N	Knox County Genealogical Society Membership	AN	\$24.00
514425792	Lake Effect	QR	\$50.00
514454511N	Lake Superior Magazine	BM	\$31.95
514454776N	Lake Superior Marine Museum	AN	\$85.00
514483007	Lakeland Boating	IR	\$15.94
516093002	Lansing State Journal	DS	\$263.40
516139862N	Lapeer County Genealogical	AN	\$25.00
518998471	Law of Torts	OR	\$36.95
521674002N	Legislative Studies	QR	\$210.00
524095072	Libraries and The Cultural Record	QR	\$104.00
524402542F	Library Collections Acquisitions and Technical Services	QR	\$309.00
524744588NF	Library Hi Tech News – Print and Online	IR	\$479.00
524767282	Library Hotline	WK	\$119.99
524767282	Library Hotline	WK	\$119.99
524849023	Library Journal – includes online	OR	\$149.00
525143020N	Library Quarterly –Print and Online	QR	\$170.00
525388005N	Library Technology Reports	BM	\$335.00
525420006	Library Trends	QR	\$110.00
530595974N	Little Traverse Conservancy Membership	AN	\$35.00
530813096	Live Steam and Outdoor Railroading	BM	\$39.95
532373677N	Local State Funding Report	WK	\$359.00
532895240N	Log Cabin News	QR	\$20.00



536949019NF	Loyalist Gazette	SA	\$26.00
539961300	Mackinac Associates Membership	AN	\$50.00
539998005F	Macleans Magazine	WK	\$89.71
540023009	Macomb Daily-by mail	DA	\$311.60
545543365N	Managing People at Work – Print and Online	MO	\$127.00
546138991	Manistee News Advocate	DA	\$108.00
551699002N	Maryland Genealogical Society Membership	AN	\$30.00
552111569N	MASB Headlines	SM	\$40.00
556501633N	Mayflower Descendant	SA	\$40.00
562631051	Medigram	IR	\$77.00
570879007	Michigan Archaeologist	QR	\$42.00
570879403N	Michigan Archival Associate Membership	AN	\$25.00
570896019N	Michigan Audubon Society Membership	AN	\$35.00
570940346N	Michigan Birds and Natural History	IR	\$35.00
571092006N	Michigan Christian Advocate	OR	\$25.00
571124007	Michigan Chronicle	WK	\$34.00
571210145	Michigan Daily	OR	\$225.00
571304997N	Michigan Environmental Report	BM	\$65.00
571337005	Michigan Farmer	OR	\$23.95
571350677N	Michigan Forest Assoc. Membership	AN	\$40.00
571350768N	Michigan Forests – For Libraries Only	QR	\$35.00
571511005N	Michigan Jewish History	AN	\$30.00
571564301N	Michigan Library Assoc. Membership	AN	\$450.00
571584507N	Michigan Manufacturers Directory	AN	\$185.00
571614007	Michigan Medicine C-W Medigram	OR	\$110.00
571746007	Michigan Oil and Gas News	WK	\$120.00
571762004N	Michigan Out of Doors	MO	\$30.00
571828003	Michigan Petroleum Directory	AN	\$76.00
571845007N	Michigan Pharmacist	IR	\$50.00
571954056N	Michigan Reading Association Membership	AN	\$45.00
571985266N	Michigan Review	IR	\$45.00
571992007N	Michigan Riparian	QR	\$35.00
572008001	Michigan Roads and Construction	WK	\$35.00
572015493N	Michigan Runner	IR	\$27.00
572062008	Michigan Sportsman	MO	\$19.97
572217214N	Michigan Traveler	MO	\$21.40
575124219	Midwest Living	BM	\$19.97
580031763N	Minnesota Genealogical Journal	SA	\$33.00
580056000N	Minnesota History	QR	\$30.00



589920008	Money	OR	\$41.95
591318183	Monroe Evening News	DA	\$218.00
598582005	Motor Trend	MO	\$18.00
600583017	MS	QR	\$45.00
604706044	Muskegon Chronicle	DS	\$160.00
608232005	Nation-NY-w/out index	IR	\$90.00
610464000	National Civic Review – for Institutions	QR	\$160.00
610991671	National Council on Public History Membership	AN	\$140.00
612095943N	National Genealogical Society Membership	AN	\$60.00
612867002	National Journal	OR	\$1885.00
612867036	National Journal – Print and Online – for Libraries only	OR	\$1260.00
613756857	National Parks :The Magazine of the National Parks and Conservation Assoc.	QR	\$22.00
614656569	National Review	IR	\$59.00
615292190N	National Storytelling Assoc. Membership	AN	\$85.00
615446051	National Tax Journal	QR	\$165.00
615657509N	National Trust Forum Membership	AN	\$125.00
615791852	National Underwriter – Property and Casualty Risk and Benefits Mgmt Edition	OR	\$149.00
616102000	National Wildlife	BM	\$19.95
616260691	Nations Cities Weekly	WK	\$96.00
616263000	Nations Health	MO	\$60.00
616337259	Native Sun Newsletter	MO	\$20.00
616582003	Natural History	IR	\$30.00
618588339N	NEA Today	IR	\$75.00
624537890N	New England Historical and Genealogical Register	QR	\$70.00
624660072	New England Journal of Medicine – US ED	WK	\$599.00
626584221	New Library Scene	QR	\$24.00
628146003	New Republic	IR	\$79.97
629541004N	New York Genealogical and Biographical Record	QR	\$40.00
629611005	New York History	QR	\$37.50
629760000	New York Library Assoc. Membership	AN	\$85.00
630195006	New York Review of Books	IR	\$66.00
631279007	New Yorker	OR	\$49.95
635556004N	Newsletter on Intellectual Freedom	BM	\$80.00
635734114N	Newsletter of the Michigan Entomological Society	OR	\$15.00
636555005	Newsweek – Reg Ed	WK	\$42.00
637654849	Niles Daily Star	DA	\$85.00
640642500	North Carolina Genealogical	AN	\$50.00
641456009	North Woods Call	OR	\$30.00



649295011	Oakland Press	DS	\$322.00
650888076N	Occupational Safety and Health Law	OR	\$275.00
652704602	Offbeat – MI	OR	\$6.83
655658854N	Ohio: The Cross of Our Nation Records and Pioneer Families	QR	\$30.00
655799492N	Ohio Civil War Genealogy Journal	QR	\$35.00
655949808N	Ohio Genealogical Society Membership	AN	\$42.00
656424405	Ohio Valley History	QR	\$50.00
657245494	Djibwe Akiing=Ojibway Turf	MO	\$22.00
659311989	Online – English Ed	BM	\$115.00
659491203NF	Ontario Genealogical Society Membership	OR	\$54.04
659491211NF	Ontario Genealogical Society Membership	AN	\$55.00
664076007	Organizational Dynamics	OR	\$189.00
664076023	Organizational Dynamics – Print and Online	OR	\$189.00
664927571N	Origins-MI	SA	\$20.00
667791008	Outdoor Life	MO	\$19.97
673747671N	Palatines to America Membership	AN	\$45.00
678148008N	Parks and Recreation – VA	MO	\$58.00
679054692N	Passages North	AN	\$23.00
679250373N	Pastfinder	MO	\$28.00
680748845	PC Magazine	IR	\$45.00
682340005	Peninsula Poets	SA	\$25.00
682652003N	Pennsylvania Genealogical Magazine	SA	\$55.00
682680541N	Pennsylvania Historical Assoc. Membership	AN	\$45.00
682809744	Pennsylvania Legacies	SA	\$15.00
682849005	Pennsylvania Magazine of History and Biography	QR	\$60.00
687579987	Petoskey News Review	SA	\$176.15
687677946	Phi Kappa Phi Forum	TQ	\$25.00
697910032	Pioneer – Big Rapids, MI	IR	\$106.00
699576963N	Planning Advisory Service	OR	\$605.00
699806410	Planning and Zoning News	MO	\$175.00
703952929N	Pointers – CA	QR	\$40.00
704722792	Policy and Practice	QR	\$100.00
704731348	Policy Review – NY	BM	\$36.00
704773001F	Policy Studies Journal – For Americans	OR	\$765.00
704773100F	Policy Studies Journal – Print and Online	OR	\$765.00
704930007N	Polish American Historical Association Membership	AN	\$60.00
705064251N	Polish Genealogical Society Membership	AN	\$35.00
707979019N	Popular Government – Print and Online	TQ	\$30.00
708330006	Popular Science	MO	\$19.95



708396007N	Population Bulletin	QR	\$67.60
708535000	Population Reference Bureau Membership	AN	\$64.00
717769004	Prison Journal	QR	\$406.00
731768008	Progressive	MO	\$50.00
732342001N	Prologue/National Archives	IR	\$30.00
734689029	Psychiatric Services	MO	\$202.00
735846008	Psychology Today	BM	\$18.00
736604034	Public Admin. Review	BM	\$261.00
736834466F	Public Budgeting and Finance	QR	\$281.00
737413005N	Public Management-PM	MO	\$46.00
737435859	Public Manager	QR	\$68.00
737515023	Public Personnel Mgmt	QR	\$125.00
739362028	Publishers Weekly	WK	\$239.00
750055006N	Railway and Locomotive Historical Society Membership	AN	\$60.00
755111796N	Rearview Mirror	QR	\$20.00
758537633N	Reference and Research Book News	QR	\$185.00
758551074NF	Reference Services Review	QR	\$399.00
759952310N	Registry of Michigan Financial Institutions	AN	\$70.00
759985005	Regulation – The Cato Review	QR	\$40.00
766590285	Resource Recycling-North Americas Recycling and Composting Journal	MO	\$52.00
768177008	Review of Black Political Economy	QR	\$276.00
768325052	Review of Economics and Statistics	QR	\$362.00
768800898N	Review Magazine-MI	OR	\$35.00
781874003N	Rhode Island History	TQ	\$35.00
781897491N	Rhode Island Roots	QR	\$35.00
790624993	Rural Libraries	SA	\$20.00
790634094	Rural Library Services	BM	\$40.00
793248006	Saginaw news	DS	\$192.00
794601781	Sales and Marketing Mgmt	MO	\$48.00
798083002N	SAR Magazine	QR	\$20.00
798669370N	Sault Tribe News	IR	\$25.00
801459017	School Library Journal	MO	\$129.00
801478314	School Library Media Activities Monthly	MO	\$55.00
801815531N	School Reform News	MO	\$34.00
803597004	Science – Regular Mail	WK	\$705.00
804607018	Science News – Print and Online	WK	\$54.50
805147048NF	Science in Society	QR	\$58.44
805147071	Science and Society – Print and Online	QR	\$210.00
806137006	Scientific American	MO	\$39.95
821798006N	Skills Mining Review	MO	\$79.00
823260013	Smithsonian	MO	\$34.00
824772024F	Social Science Quarterly	OR	\$223.00



825102064N	Social Science Review- Print and Online	QR	\$199.00
824772008F	Social Science Quarterly – For Americans	OR	\$223.00
825398027	Social Work – Print and Online	QR	\$129.00
82666003	Society-Social Science and Modern Society	BM	\$300.00
830822698N	Soo Line Historical and Technical Society	AN	\$40.00
840851570N	Spartan	OR	\$60.95
841618028	Special Report – Tax Foundation	OR	\$50.00
850635004N	State and Local Government Review	TQ	\$85.00
850659046	State News	IR	\$55.00
850669623N	State Policy Reports – Fill Service-Worldwide	IR	\$270.00
850669748	State Politics and Policy – Quarterly – Print and Online	QR	\$105.00
861102507	Sturgis Journal	DA	\$91.00
861325900N	Style Magazine	BM	\$21.95
861541399N	Subject Compilations of State Law	AN	\$143.00
868836321	Swedish American Historical Quarterly	QR	\$25.00
868836339	Swedish American Historical Society Membership – includes 1 publication	AN	\$25.00
875572844N	TDI National Directory and Resource Guide	AN	\$75.00
877996124N	Technical Services Quarterly – Print and Online	OR	\$470.00
878620533	Techniques	OR	\$48.00
879647782N	Technology Grant News	QR	\$95.00
879690048N	Technology Review-English Ed – Print and Online	BM	\$29.97
888235777N	Then and Now Historical and Genealogical Society Membership	AN	\$20.00
888930005N	Theory Into Practice	QR	\$130.00
890587686	Three Rivers Commercial News	DA	\$109.00
892081001	Time – Domestic Ed	OR	\$76.13
892283508	Timeline – OH	QR	\$30.00
892414004	Times Herald	DS	\$295.48
896500097	Torts	OR	\$86.00
897640991N	TPA: The Timber Producer Magazine for Professionals	MO	\$34.00
897921474	Tracks – MI	MO	\$20.00
899455000	Training – Surface Mail	MO	\$79.00
907275713	Traverse Northern Michigans Magazine	MO	\$27.95



908537368N	Triangle Foundation Newsletter – Online	OR	\$60.00
915144851N	UMTRI Research Review	QR	\$45.00
916448103N	Uniform Commercial Code	AN	\$160.00
924299761	Urban Affairs Review	BM	\$698.00
935354001N	Virginia Magazine of History and Biography	AN	\$48.00
936260603N	Visit Detroit	QR	\$19.97
938152006	Voice of Youth Advocates	BM	\$55.00
940919004	Wallaces Farmer	OR	\$30.00
941361008	Wards Auto World	MO	\$63.52
941377004N	Wards Automotive Reports	WK	\$1340.00
942278003	Washington Monthly	IR	\$44.95
943690115	Water Environment Research	MO	\$706.00
944577006	Waters and Wastes Digest	MO	\$45.00
947100491	Weekly Standard – Print and Online	IR	\$78.00
949978001N	West Virginia History	SA	\$70.00
950274001N	Westchester Historian	QR	\$45.00
952274017N	Western Michigan Genealogical	AN	\$30.00
952409001N	Western New York Genealogical Society Journal	QR	\$32.00
952649184N	Western Pennsylvania History	QR	\$40.00
957687387N	Wilderness Chronicle	QR	\$25.00
958250003	William and Mary Quarterly – for institutions	QR	\$75.00
958250037	William and Mary Quarterly – Print and Online	QR	\$75.00
959381260	Wired	MO	\$24.00
960077014N	Wisconsin Magazine of History – Print and Online	QR	\$75.00
960093094N	Wisconsin Marine Historical Society Membership	AN	\$55.00
960247419N	Wisconsin State Genealogical Society Newsletter	QR	\$35.00
962482972N	Woods-N-Water News	MO	\$32.00
963710975	Workforce Mgmt – Print and Online	SM	\$79.00
971173901	YC Young Children – Regular Subscription	BM	\$95.00
Frequencies	MO=Monthly BM=Bi-Monthly QR=Quarterly OR=Varies IR=Irregular AN=Annual SA=Semi-Annual DA=Daily DS=Daily+Sundays WK=Weekly BW=Bi-Weekly TQ=Tri-Quarterly SM=Semi-Monthly SW=Semi-Weekly		