



# STATE OF MICHIGAN PROCUREMENT

Department of Education

608 W. Allegan, Lansing MI 48933

P.O. Box 30008, Lansing, MI 48909

## CONTRACT CHANGE NOTICE

Change Notice Number **1**

to

Contract Number **19000000928**

<b>CONTRACTOR</b>	Coughlan Companies, LLC dba Capstone
	1710 Roe Crest Drive
	North Mankato, MN 56003
	John Whitney
	586-850-2255
	john@whitneyed.com
	CVXXXX039

<b>STATE</b>	Program Manager	Shannon White	MDE/LOM
		517-335-1507	
	whites29@michigan.gov		
	Contract Administrator	Carol Munroe	MDE/OFM
517-241-3329			
munroec@michigan.gov			

CONTRACT SUMMARY				
<b>Database Subscription – Content for Early Readers for Library of Michigan</b>				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
07/01/2019	09/30/2021	Five 1-yr	9/30/2021	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		Subscription and Access to resources to begin July 1, 2019		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2 year	<input type="checkbox"/>		9/30/2023
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$600,000.00		\$600,000.00	\$1,200,000.00	
<b>Effective August 1, 2021 the following changes are made to this Contract:</b>				
1. Contract Value is increase by \$600,000.00 - \$300,000.00 for FY22 and \$300,000.00 for FY23 2. 1 <sup>st</sup> & 2 <sup>nd</sup> option years of the five available one year options is exercised extending contract term to 9/30/2023 3. State Contract Administrator is changed to Carol Munroe 4. State Program Manager is changed to Shannon White				
All other terms, conditions, specifications, and pricing remain the same per Contractor, Agency Agreement, DTMB and Administrative Board approval.				



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Education  
608 W. Allegan, Lansing MI 48933  
P.O. Box 30008, Lansing, MI 48909

## NOTICE OF CONTRACT

**MASTER AGREEMENT NO. 19000000928**  
between  
**THE STATE OF MICHIGAN**  
and

<b>CONTRACTOR</b>	Coughlan Companies, LLC dba Capstone 1710 Roe Crest Drive North Mankato, MN 56003
	John Whitney
	586-850-2255
	john@whitneyed.com
	CVXXXX039

<b>STATE</b>	Program Manager	Liz Breed	LM
		517-335-1497	
		BreedL@michigan.gov	
<b>STATE</b>	Contract Administrator	Ruth Thole	OFM
		517-241-2170	
		TholeR@michigan.gov	

CONTRACT SUMMARY			
<b>Database Subscription - Content for Early Readers for Library of Michigan</b>			
INITIAL TERM	INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS
2 Years + 3 months	07/01/2019	09/30/2021	Five 1-year
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 Days		Subscription and Access to resources to begin July 1, 2019	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
NA			
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		<b>\$600,000.00</b>	



## STATE OF MICHIGAN STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Coughlan Companies, LLC dba Capstone (the “**Contractor**”), a Minnesota limited liability company. This Contract is effective on July 1, 2019 (“**Effective Date**”), and unless terminated, expires on September 30, 2021.

This Contract may be renewed for up to five (5) additional one-year periods. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

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

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

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

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

If to State:  
Ruth Thole  
Department of Education  
608 W. Allegan Street  
Lansing, MI 48933  
[TholeR@michigan.gov](mailto:TholeR@michigan.gov)  
517-241-2170

If to Contractor:  
Connie Ruyter, Bid & Contract Manager  
Coughlan Companies, LLC dba Capstone  
1710 Roe Crest Drive  
North Mankato, MN 56003-1806  
[bids@capstonepub.com](mailto:bids@capstonepub.com)  
507-385-8486

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



State:  
 Ruth Thole  
 Department of Education  
 608 W. Allegan Street  
 Lansing, MI 48933  
[TholeR@michigan.gov](mailto:TholeR@michigan.gov)  
 517-241-2170

Contractor:  
 Connie Ruyter, Bid & Contract Manager  
 Coughlan Companies, LLC dba Capstone  
 1710 Roe Crest Drive  
 North Mankato, MN 56003-1806  
[bids@capstonepub.com](mailto:bids@capstonepub.com)  
 507-385-8486

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

State:  
 Liz Breed  
 Library of Michigan  
 702 W. Kalamazoo St.  
 Lansing, MI 48933  
[BreedL@michigan.gov](mailto:BreedL@michigan.gov)  
 517-335-1497

Contractor:  
 John Whitney, Michigan Sales Rep.  
 Coughlan Companies, LLC dba Capstone  
 1710 Roe Crest Drive  
 North Mankato, MN 56003-1806  
[john@whitneyed.com](mailto:john@whitneyed.com)  
 586-850-2255

**5. Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request.

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

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



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

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

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

- 7. Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in the Contract. Contractor, its employees, and agents are not considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
- 8. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
- 9. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
- 10. Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.
- 11. Ordering.** Contractor is not authorized to begin performance until receipt of an authorizing Delivery Order.
- 12. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract



Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 14, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

- 13. Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

- 14. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 15, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.



- 15. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 16, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
- 16. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 17. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

- 18. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges



and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

- 19. Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 20. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 21. State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
- 22. Confidentiality.** Contractor agrees that any information, including State Data, disclosed by the State in relation to the Contract will be used only in the performance thereof. Contractor will keep the information confidential, will not disclose it to any third party, except as authorized by the State, and will only disclose it to those within its organization who need it for performance of the Contract. Upon completion or termination of the Contract, Contractor will return all such information to the State, or make such other disposition thereof as directed or approved by the State. No item furnished under the Contract, or tools, plans, designs, or specifications for producing the same, which have been specifically designed for or by the State, will be duplicated or used by Contractor. Nothing in this provision will restrict Contractor's right to use or disclose any information which is or becomes known to the public without breach of this provision by Contractor, or is rightfully obtained without restriction from other sources.
- 23. Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.
- 24. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 14, Termination for Cause.





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



- 34. Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
- 35. Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:
- |                   |   |
|-------------------|---|
| <b>Schedule A</b> | Statement of Work                               |
| <b>Schedule B</b> | Pricing   |
| <b>Exhibit 1</b>  | Sample Statistical Report Formats               |
| <b>Exhibit 2</b>  | Responsive Design for MeL.Org Databases         |
| <b>Exhibit 3</b>  | Voluntary Product Accessibility Template (VPAT) |
- 36. Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. No terms on Contractor's invoices, ordering documents, website, browse-wrap, shrink-wrap, click-wrap, click-through or other non-negotiated terms and conditions provided with any of the Contract Activities will constitute a part or amendment of this Contract or is binding on the State for any purpose. All such other terms and conditions have no force and effect and are deemed rejected by the State, even if access to or use of the Contract Activities requires affirmative acceptance of such terms and conditions.
- 37. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 38. Waiver.** Failure to enforce any provision of the Contract, or these terms, for any period of time will not constitute a waiver.
- 39. Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
- 40. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.



**STATE OF MICHIGAN**  
**Master Agreement 19000000928**  
**Database Subscription - Content for Early Readers for Library of Michigan**

**SCHEDULE A - STATEMENT OF WORK**  
**CONTRACT ACTIVITIES**

This schedule identifies the requirements of the Contract.

**SCOPE**

The State of Michigan is acting as a contractual agent on behalf of all libraries in the state of Michigan for service to all Michigan residents.

A component of the Michigan eLibrary (MeL) provides users access to databases containing a diverse set of digital information resources. The Contractor shall provide electronic access and use of database(s) with full book content to support young readers. Michigan residents can access these commercial subscription databases at any library (public, academic, school, special) in the state either via <http://mel.org> or through the library’s website. Remote access is made possible by Geo IP authentication, authentication methods set up by a local library, or by Michigan Driver’s License.

- All Michigan residents may access subscription digital content in MeL whether or not they are a library card holder.
- Approximately 2,100 libraries qualify to be part of this program. A directory of Michigan libraries may be found at [Directory-Library of Michigan](#).
- According to the 2017 population figures from the United States Census Bureau, the population of Michigan is 9,962,000. All Michigan residents are eligible to use MeL services.

**REQUIREMENTS**

**1. General Requirements**

The Contractor shall provide subscriptions to the *Animals* module and the *Social Studies* module of their **PebbleGo Databases**.

Animals contain articles that support animal classification, behavior, and habitat lessons. Special features include range maps and downloadable templates to label animal parts.

Social Studies contain a diverse array of topics, including families, maps, and holidays, to learn about the world around you. Special features include twelve different categories exploring a diverse array of curriculum-based content.

**1.1 Digital Content Areas** – The Contractor’s resources will:

- 1) Offer comprehensive coverage and includes full-text/full book content for early readers.
- 2) Align to the Michigan Academic Standards, where appropriate.
  - a. [Michigan Academic Standards](#)
  - b. [Early Childhood Standards of Quality for Prekindergarten](#)
  - c. [Early Literacy Initiative](#)

Database name	PebbleGo Database
Selected Modules	Animal, Social Studies,
Year(s) covered	PebbleGo is based on curriculum-based articles, not specific dates.
Number of periodical titles indexed	PebbleGo contains over 1,300 articles, not periodicals per say.
Percentage of full text titles without images—i.e. text only	All PebbleGo articles are considered full text.



Percentage and format(s) of full text titles with images	All PebbleGo articles contain images, in addition there is read-aloud natural voice text highlighting, video and/or audio clips for most articles.
Percentage of non-English language materials	PebbleGo has 4 modules in Spanish matching their English module.
Updating frequency	Capstone adds new articles yearly. Articles are also frequently updated as necessary for accuracy and to provide fresh content on a regular basis.
Procedures used for advance notification of database changes	Subscribers will receive an email when new articles are added within current databases. Additional articles at no charge.
Procedures used for problem resolution	PebbleGo is monitored for any interruption to service; which, has rarely occurred. A toll-free number and email are provided for support.
Changes anticipated over the contract period	New modules may become available. Articles updates would occur as necessary for accuracy. In addition, new articles are added to current modules.
Scope of license agreement with content owner (include type of agreement and length of agreement)	PebbleGo is a site-based, annual subscription model. License Agreement (EULA) is provided with our proposal. Capstone is the owner of the content and there are no third-party license issues and/or agreements.
Method and depth of indexing; any exclusions from the indexing	All articles (100%) included in PebbleGo are complete and are considered full text articles. These are articles that are specific to a curriculum topic.
Percentage of full text titles currently in production	Currently there are approximately 50 new articles in production for the Animals, Biographies and Social Studies (and Spanish equivalents) being released in Spring 2019
Percentage of full text titles that have been discontinued	Normally articles are not discontinued, but rather updated.
Percentage of Non-US full text publications	All text is published by Capstone and would be considered US text.
Content appropriate to children and students (PK-12).	<p>Specifically designed to meet the needs of K-2 researchers, PebbleGo supports literacy and builds a foundation for a lifetime of learning. PebbleGo employs reading strategies to strengthen emergent readers' literacy and research skills through a streamlined interface, audio supports, and easy-to-read articles. PebbleGo features expertly leveled and fully narrated text, animated highlighting, glossary words, visual searching, educational videos, and games, and encompassing activities which teach students how to cite articles, create reports, and share what they've learned.</p> <p>All articles are published with curriculum standards in mind. PebbleGo correlates to many national and state standards, including Michigan's.</p> <p>PebbleGo also support ISTE (International Society for Technology in Education).</p>

**1.2 Data Access and Technical Requirements:**

**A. Search Capabilities:**

Functionality/Feature	Yes/No	Comments
1. Author, title, and subject searching	Yes	PebbleGo offers guided keyword searching, large visual search, and bread crumb searchability. Consistent five-tab navigation makes information easy to find and recognize.



Functionality/Feature	Yes/No	Comments
2. Keyword searching, including all conventional database record/fields, including but not limited to author, article title, journal title, abstract, descriptor, language, lexile level (or other type of reading level criteria) and year of publication	Yes	PebbleGo showcases web-standard navigation interface with a focus on images, allowing pre- and beginning readers to easily find articles.  Prominent search functionality allows students to seek and find articles in the most common method in modern research.
3. Boolean operators AND, OR, NOT (specify default Boolean operator in comments section)	No	Boolean operators are not needed for our databases due to the nature of the databases designed for K-2. Rather easy navigation has been established for these databases.
4. Proximity searching (e.g., within the same field, within “n” words)	No	Due to the nature of the databases designed for K-2. Rather easy navigation has been established for these databases.
5. Phrase searching	Yes	Search will auto fill after 3 characters are entered based on the articles within the database.
6. Default search fields	Yes	Large visual searches.
7. Ability to revise a search without starting over	Yes	
8. Search history feature that allows users to reselect previous search statements	No	
9. Right-hand and initial (wildcard) truncation	No	
10. Ability to search multiple databases from the same vendor simultaneously	Yes	PebbleGo will search any of the modules you own.
11. Ability to link directly to the individual database using Open URL	No	PebbleGo does not conform to OpenURL standards, but can link directly to an individual module or article
12. Ability to limit searches, included but not limited to date range, full text, materials held by the local library, etc.	No	PebbleGo is designed for K-2 and is completely contain, the limit search option is not necessary.
13. Highlighted display of search terms in search results	Yes	
14. Context-sensitive help messages	No	
15. Conversion of content from English language to other languages especially Spanish, Arabic and Mandarin Chinese	No	Online dictionary is available.
16. Online help documentation and tutorials for users	Yes	
17. Capability to customize database homepage	No	
18. Ability to provide usability tools such as social networking interactivity and other relevant Apps for use in MeL and with remote sites. Describe in comments any social networking functionality or similar services available to libraries that would enhance the product.	No	PebbleGo is designed for K-2 and the safety of students; therefore, it does not link to outside websites.
19. Are there constraints on viewing, downloading, and printing by authorized users other than standard copyright considerations	No	



**B. User Interface and Display**

Functionality/Feature	Yes/No	Comments
1. Ability to display MeL Logo on all pages of database	No	Currently PebbleGo does not support 3 <sup>rd</sup> party logos to be embedded in the UI.
2. Ability to link back to http://mel.org from the logo on database pages	No	Currently PebbleGo does not support 3 <sup>rd</sup> party logos to be embedded in the UI.
3. Mechanism to allow a “return to your library” link	No	There is not a checkout feature. Simultaneous use.
4. Support for customized help files	No	Due to the nature of the databases designed for K-2 help files are not needed.
5. Options for “basic” and “advanced” searching modes	No	Due to the nature of the databases designed for K-2. Rather easy navigation has been established for these databases.
6. Ability to sort and display records by date (reverse chronological order)	No	
7. Ability to sort and display records by relevancy ranking	No	
8. Ability to sort and display records by selected field (e.g., author, source)	No	
9. Ability to mark and display selected records and specify any limitations	No	
10. User-defined display and sorting options that can be specified in advance and/or database defined	No	
11. Ability to customize user interface	No	
12. Procedures for setting up individual search profiles for the purpose of saving and automatically updating searches, including saving search histories, specifying updating intervals, user notification, security measures for individual accounts, and system management of user accounts	No	
13. Ability to function with voice-synthesizer programs, large print screens, and other industry-standard adaptive technology programs available on the open market such as, but not limited to, NVDA, JAWS and ZoomText.	No	
14. Ability for user to easily access read aloud feature for individual article or book	Yes	All text has read aloud, text highlighting that can be turned on or off.

**C. Responsive Web Design (RWD) status and Development.** In August 2019, PebbleGo will be fully responsive and be compliant with U.S. Section 508 Standards of the Federal Rehabilitation Act.

**D. Indexing, Full Text Components, and Links.**

Functionality/Feature	Yes/No	Comments
1. Capability of indicating complete local library holdings, including start date, end date, volume, issue, etc.	No	



2. Capability of providing links to catalog entries and library holdings at each library	No	External links are consciously avoided as part of the instructional design. PebbleGo does have citations available to students within the product with URLs back to the specific internal article. PebbleGo does not support the OpenURL standard
3. Ability to check for down links to full text content	No	

**E. Printing, Downloading, and Document Delivery**

Functionality/Feature	Yes/No	Comments
1. Ability to display, download, email, and print both text and graphic materials	Yes	Databases contains articles, images and educational activities that can be printed.
2. Ability to display file size when downloading records and to display number of printed pages when printing records	No	
3. Ability and willingness to allow use of database content for statewide or regional reference service	No	
4. Restrictions on copying, displaying, printing, downloading, emailing, mailing, or archiving of content and multimedia of the database.	No	PebbleGo provides lesson plans and reproducibles for each database. Customers may print and copy PebbleGo content such as worksheets, article texts and images.

**F. Content Formats**

Functionality/Feature	Yes/No	Comments
1. Streaming audio/video	Yes	PebbleGo articles contain engaging spoken-word audio and a wide variety of videos for each topic.
2. Use of plug-ins and embedded Applications	No	PebbleGo does not require any 3 <sup>rd</sup> party plugins or applications beyond a free PDF viewer which is widely considered a basic standard for safe document display.
3. Use (extent) of embedded multimedia	Yes	PebbleGo articles have audio, images, and videos.
4. Compliance with the Americans with Disabilities Act (ADA).	Yes	PebbleGo will be 508 Compliant in August 2019.
5. Compliance with the WCAG 2.0 AA standard.	No	PebbleGo will be WCAG 2.0 AA compliant in August 2019.
6. Mobile device compliant; i.e. smart phones and other mobile devices including Apps for products	Yes	Can be access with a browser on a mobile device, but no app. In August 2019 we be completely mobile compliant.
7. eReader downloadable capability for periodicals and books	No	PebbleGo is not contain periodicals and is not an eBook.
8. Additional software, browser plug-ins, or helper Applications (e.g., Adobe PDF viewer, Flash, media players, etc.) required for accessing product(s).	Yes	PebbleGo does need a PDF Viewer (available for free) to view PDFs attached to articles. Standard media players are also required for audio and video.
9. Available app or an app that can be developed for resource to access via geo-authentication for Michigan.	No	



**G. System Architecture**

Functionality/Feature	Yes/No	Comments
1. Web-based, accessible and fully functional via the Internet and viewable using a standard Internet browser for Windows, Mac OS X, and Linux operating systems.	Yes	
2. Products are web-accessible on all types of devices (iOS, Androids, tablets and computers)?	Yes	
3. Compliance with standard HTML (indicate version)	Yes	HTML5
4. Availability of Z39.50 interface	No	
5. Interoperability with federated search	Yes	PebbleGo is included in Follet Destiny Federated search.
6. Any federated or “discovery” features or functionality in the product(s).	No	PebbleGo does not have any 3 <sup>rd</sup> party discoverability features.
7. Provision of RSS/XML feed of metadata	No	
8. Provision of downloadable MARC records for inclusion in MeLCat	Yes	PebbleGo does provide MARC links as part of its Teacher Resources.
9. Handling of time-out of users (and whether Participating Libraries may establish customized time-out periods), and the mechanism(s) used for alerting users to new content.	Yes	PebbleGo user sessions do timeout. These timeouts are not configurable. There is no current mechanism to alert or identify new content within the site for students.
10. Permanent mechanism used to provide direct access to content, such as fixed/durable URLs, use of SISAC Serial Item/Contribution Identifier (SICI) codes, etc.	No	This is not supported.

**H. Authentication, Security, and Privacy**

Functionality/Feature	Yes/No	Comments
1. Access via IP authentication and Geo-IP authentication for remote (out of library) use for optimization of remote user experience	Yes	PebbleGo does have IP authentication, but not Geo-IP.
2. Mechanism to provide access with password, digital certificate, or other method (indicate which type(s) are supported).	Yes	PebbleGo allows username/password, embedded authentication code on URLs and Google Classroom authentication. Additional methods are being explored for authentication via learning management systems and library automation systems.
3. Ability to interface with existing authentication protocol: Michigan driver’s license, State of Michigan ID or participating MeLCat library card.	No	
4. Ability of participating libraries to pass valid users to service using various standard authentication mechanisms.	No	
5. Ability to ensure security of information (such as passwords) transmitted between the Library’s and Contractor’s system.	Yes	PebbleGo uses HTTPS encrypted connections.





Functionality/Feature	Yes/No	Comments
6. Use of cookie tracking or similar mechanisms.	No	PebbleGo does use cookies for keeping track of a user session. These are temporal.
7. Protection of individual user privacy.	No	PPI is not integrated.
8. Authentication methods that are available for authentication users of the service		PebbleGo allows username and password logins, IP authentication, embedded authentication code on a URL, and Google Classroom integrations to authenticate a student. The Contractor shall explore additional methods for authentication via learning management systems and library automation systems.
9. Authentication methods currently in use by libraries include IP authentication, barcode, user ID/Password.		PebbleGo allows username and password logins, IP authentication, embedded authentication code on a URL, and Google Classroom integrations to authenticate a student. However, PebbleGo does not support barcode authentication and that is not planned for its current roadmap.

**I. System Management, Availability, and Connectivity**

Functionality/Feature	Yes/No	Comments
1. Bandwidth required for functionality at all end user levels.	Yes	PebbleGo requires a high-speed connection.
2. Database availability 7 days per week, 24 hours per day.	Yes	
3. System monitoring and measures to prevent disruptions in service in case of system failure, problems with Internet Service Provider, etc.	Yes	
4. Tracking of system uptime/downtime.	Yes	
5. Advance notification measures for scheduled downtime	Yes	Notification by Email
6. Capability for querying database servers directly.		PebbleGo provides a safe and engaging research system for elementary age students. We do not support querying database services directly. PebbleGo’s back end systems and databases are secured and not accessible on any public network.

**J. Response Time and Technical Support.** It is expected that PebbleGo have an uptime of over 99.5% at both peak and off-peak hours. Additionally, PebbleGo must meet standard industry response times for queries and retrieval of full-text documents.

**K. Technical Support.** PebbleGo’s “frequently asked questions” (FAQ) page is available 24/7 at <https://www.pebblego.com/info/faq.html>; many technical support questions can be answered via the FAQ. If not answered through the FAQ, Customer Service is available by e-mail, [support@capstonepub.com](mailto:support@capstonepub.com), or telephone, 888-517-8976. Customer Services is available during the hours of 7:00 AM to 4 PM Eastern Time (8:00 AM to 5:00 PM Central Time), Monday – Friday.

**1.3 Documentation**

- A. The Contractor will provide tutorial documentation for system administration.
- B. Documentation will be provided in English-language only and will be freely available to all users.
- C. Training materials will be customized as requested by the Library and will be provided in electronic format.

**1.4 Training.** The Contractor must provide the following training:

- A. At least one in-depth hands-on training session for the Michigan eLibrary Team.
- B. On-demand webinar training and in-person trainings for the Michigan library community and targeted end-



user groups over the course of the contract.

- 1) If an interpreter is requested for in-person training, the Contractor will provide an American sign language interpreter for up to 10 hours at no more than \$100 per hour. Interpreter services will be at no additional charge to the Library of Michigan.
- 2) Survey evaluations after training sessions must include questions required by the Institute of Museum and Library Services for federal reporting requirements. Library of Michigan staff will coordinate the information with the vendor. Vendor must provide evaluation reporting data back to the Library of Michigan on an annual basis each fiscal year.

### 1.5 Marketing and Marketing Materials

- A. The Contractor must provide MeL branded marketing materials as requested for the database(s)/products making them electronically available as well as providing at least one **8,000** hard copy print run per year for the duration of the contract delivered to the Library of Michigan. The Library will provide a minimum 8 weeks lead time for printed materials.
- B. The Contractor must assist the Library with public awareness and eMarketing campaigns via social media, email, and other promotional endeavors by creating graphics, charts, slide decks, print literature, videos, etc. for marketing campaigns featuring their resources in MeL.
- C. Materials such as flyers, table tents and bookmarks provided as PDFs for the MeL.org or SOM/Library of Michigan website for local libraries to print must pass the Adobe DC (or comparable technology's) Accessibility Full Check process and come back with a clean error report. They must also pass the WCAG 2.0 AA accessibility standards in the electronic tool SiteImprove.

## 2 Service elements

At a minimum, the Contractor will meet the following expectations:

- A. Access to the services must be available 24 hours a day, seven (7) days a week with notice given to users if scheduled downtime is to occur. Scheduled downtime should be minimal.
- B. Access must be provided to those with internet access in Michigan, including all residents, students, faculty, and staff of K-12 public and private schools; students, faculty, staff and patrons of public and private academic institutions; patrons and staff of public and tribal libraries. The services must support at least this variety of access options, from remote access for academic and school students through a campus network to access through commercial internet service providers (ISPs) for home access.
- C. Services must include unlimited simultaneous remote and on-site access for all eligible users and organizations.
- D. Services shall support a wide variety of discovery and catalog integration methods; bibliographic records in MARC format and link resolvers are the preferred formats.
- E. Services must provide multiple methods of authentication for accessing resources, IP address ranges, and geo-authentication. Contractor must provide any technical expertise necessary to establish any additional authentication mechanisms to eligible libraries. After the initial implementation process, Contractor must authenticate additional libraries within five (5) Business Days of notification by the State that the library or library system is eligible.
- F. Contractor must provide routine statistical reports on Service performance and utilization as well as provide the Library the capability to run reports on an as-needed basis. These reports must be configurable to run on consortium and individual library levels.
- G. Contractor will have and abide by a clear statement of its policy for maintaining institutional and consortial confidentiality and use confidentiality and privacy. Contractor must provide a reliable communication plan for the Library and participating libraries to report downtime, changes in availability in content, and user interface improvements or changes.
- H. Contractor shall partner with the Library to promote and inform the public on services available.
- I. Contractor shall provide funds or credits to participating libraries with existing individual subscriptions to Contractor's database package(s).



### 3 Additional Requirements

**3.1 Accessibility.** The Contractor must provide documentation and training materials in both print and digital formats that are accessible to users with disabilities.

- A. Print documentation must be made available with clear and accessible fonts, colors and graphics as well as in alternative electronic format. An example of these guidelines can be found at: [Lighthouse International Accessible Print Design](#).
  - 1) Alternative electronic formats for training materials created in the Office suite must pass the built-in accessibility check by providing a clean error and warnings report. Tips must be evaluated for seriousness and remediated when requested by the Library of Michigan.
  - 2) Training materials created outside of the Office Suite must still meet guidelines for fonts, color contrast and graphics either by meeting the built-in accessibility guidelines of the services used to create them or adhering to basic good practice guidelines.
- B. Webinars must be closed captioned and posted to a publicly available streaming service or website within 30 days of the live version.
- C. Training materials created using Adobe or Microsoft products must pass the built-in accessibility check by providing a clean error and warnings report. Tips must be evaluated for seriousness and remediated when requested by the Library of Michigan. Currently the State of Michigan uses Adobe DC and the electronic tool, SiteImprove, for accessibility checks but these products may change over time and contractors must make adjustments as necessary to complete Americans with Disabilities Act requirements.
- D. Training materials must make a good-faith effort to meet the needs of users with visual, hearing or physical disabilities either by meeting the built-in accessibility guidelines of the services used to create them or adhering to basic good practice guidelines such as providing alt text to all images and closed captioning to video.

**3.2 ADA Compliance.** The Contractor must comply with Michigan and federal disabilities laws and regulations (Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. 12101 et seq).

- A. Contractor must warrant the products or services it will provide under this Contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194.
- B. Contractor shall comply with the Americans with Disabilities Act (ADA) (see [Americans with Disabilities Act of 1990, as Amended](#)), by supporting assistive software or devices such as large print interfaces, voice-activated input, and alternate keyboard or pointer interfaces in a manner consistent with the Web Content Accessibility Guidelines (WCAG) published by the World Wide Web Consortium's Web Accessibility Initiative, which may be found at [W3C Web Accessibility Initiative](#).
- C. Contractor must promptly respond to and resolve any complaint regarding accessibility of its products or services.
- D. Contractor must indemnify and hold harmless the Library/State of Michigan from any claims arising out of Contractor's failure to comply with the aforesaid requirements.
- E. Failure to comply with these requirements shall constitute a material breach of this Contract.

**3.3 Discontinued Content/Loss of Rights.** Should the Contractor discontinue access to content for whatever reason, the Contractor must provide prior written notice by letter or email to the Library at least ninety (90) calendar days in advance of the content discontinuation, to allow the Library sufficient time to notify users and to make alternative arrangements. The Contractor shall provide a credit of the full amount for the discontinued content, pro-rated for the balance of the contract term. This credit may be in the form of a credit memo applied to the subsequent year's subscription, additional or substitute products or services from the Contractor including the Contractor subcontracting with another vendor in order to continue original content, or cash to be refunded at the option and approval of the Library.

### 4 Acceptance, Inspection and Testing

Access to the resource database(s) will commence on July 1, 2019. The initial subscription period for the database(s) will be 15 months, from July 1, 2019 to September 30, 2020. Subsequent subscription renewals will follow an October 1 through September 30 cycle.



The Library will consider deliverables as met and accepted if, upon testing within the state and prior to the beginning of the Contract (at a time frame to be determined by the Library):

- A. access to the licensed electronic content is gained immediately (geo-IP authentication, driver's license) and upon simple authentication by the user (provided by Library);
- B. statistical reports have been configured, tested, and accepted; and
- C. training and support have been scheduled, tested, and accepted.

## 5 Staffing

**5.1 Key Personnel.** The Contractor appointed John Whitney, Michigan Sales Representative, as the individual who will be directly responsible for the day-to-day operations of Contract, and for on-site meetings at the Library during the Contract period (Key Personnel). Additional Key Personnel will be specifically assigned to the State account, be knowledgeable on the contractual requirements, and will respond to State inquiries regarding the Contract Activities. Key Personnel will work with the Library's MeL Coordinator and will be responsible for coordinating any contracted technical and marketing staff to work with the Library as the Contract indicates.

The Contractor's Key Personnel for this Contract:

**John Whitney**, Michigan Sales Representative  
 Phone: (586) 850-2255  
 Email: [john@whitneyed.com](mailto:john@whitneyed.com)

**Eric Fitzgerald**, Vice President of School and Library Sales  
 Phone: (866) 270-1010  
 Email: [e.fitzgerald@capstonepub.com](mailto:e.fitzgerald@capstonepub.com)

**Andy Wills**, Strategic Sales - Capstone  
 Toll-Free Phone: 800-471-8112 x8351  
 Direct Phone: 507-385-8351  
 Mobile Phone: 507-351-2981

**Amy Cox**, Senior Manager, Library Marketing  
 Phone: (952) 224-0561  
 Email: [a.cox@capstonepub.com](mailto:a.cox@capstonepub.com)

**Connie Ruyter**, Bid and Contract Manager  
 Phone: 507-385-8486  
 Email: [bids@capstonepub.com](mailto:bids@capstonepub.com)

The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning any new Key Personnel.

**5.2 Customer Service Availability.** Contractor Customer Service is available Monday through Friday from 6:30 AM to 4:30 PM Eastern Time (7:30 AM – 5:30 PM Central Time).

Toll-Free Number: **800-747-4992** or Email: [support@capstonepub.com](mailto:support@capstonepub.com)

**5.3 Technical Support, Repairs and Maintenance.** The Contractor appointed Nathan Hanel as the main point of contact for technical issues; however, the Contractor's entire Customer Service Team will be able to provide technical support. When providing technical support, the caller's issue will be resolved within a reasonable timeframe not to exceed 24 hours.

Contractor's digital products are monitored 24/7/365 for any outages. The PebbleGo Database is hosted completely online and maintenance is generally done without interruption to the customer. However, Contractor will notify in advance when any changes affecting customer access will occur.

### Technical Support:

Nathan Hanel  
 Phone: 800-747-4992 ext. 8237  
 Email: [nhanel@capstonepub.com](mailto:nhanel@capstonepub.com)

Or Capstone Customer Service  
 Phone: 800-747-4992  
 Email: [support@capstonepub.com](mailto:support@capstonepub.com)



**6 Meetings**

The State may request meetings as it deems appropriate, including a possible kick-off meeting within 30 days of the Effective Date of the Contract. The Contractor must attend meetings requested by the State.

**7 Reporting**

The Contractor must provide detailed statistical data on a multitude of levels, by individual library, district and remote statewide usage, to the degree of available data that the Library is able to provide the Contractor.

Monthly and quarterly reports shall be delivered to the Library in addition to the ability to download full, raw data online. Each report should include at least the total number of article views. Future enhancements to reporting capabilities will expand other usage metrics, including searches and button clicks.

The Contractor will provide a quarterly report on the maintenance of their responsive design efforts. A report will be required for each platform that is a part of the MeL suite of services. It should be limited in length to one narrative page plus statistical reporting. The report should cover what steps were taken in the previous quarter and what steps are planned in the next quarter to develop and maintain a responsive environment for your products. (See **Exhibit 2 - Responsive Design for MeL.Org Databases** for additional information.)

Functionality/Feature	Yes/No	Comments
1. Regularly scheduled usage and management reports (indicate frequency).	Yes	PebbleGo provides usage reports on a daily basis for customers.
2. Ability to report number of queries.	No	Only article views per building are tracked.
3. Ability to report number of sessions (logins).	No	
4. Ability to report number of articles/content viewed or printed sorted by journal/item title.	Yes	Article views per building are tracked.
5. Ability to report number of turn-aways or access contention incidents.	No	
6. Ability to report usage consortium-wide by database.	Yes	District rollups are available for article usage.
7. Ability to report number of downloaded articles sorted by journal title.	No	
8. Ability to report usage by library by database.	Yes	
9. Ability to report usage by type of library by individual database.	No	
10. Ability to report usage by remote access by database.	No	
11. Ability to ensure library and consortial confidentiality.	Yes	
12. Ability to protect individual user privacy for all types of users in a variety of library organizations and schools. Must adhere to state and federal laws (i.e. FERPA) pertaining to the protection of privacy of student education records.	Yes	
13. Availability of management reports via a Web site with security restrictions for consortium access.	Yes	
14. Availability of management reports via a Web site with security restrictions for individual library access.	Yes	



Functionality/Feature	Yes/No	Comments
15. Ability to download statistics in comma-delimited or Excel format (indicate which format is available).	Yes	
16. Options for customized management reports.	No	
17. Availability of site-based administrative module.	No	
18. Are the statistics COUNTER compliant with the current release (4)?	No	Articles are tracked at the site level. Contractor is evaluating standards for subscription electronic resource usage data and its delivery, in particular looking to meet COUNTER and SUSHI standards, but is not compliant with the current release.
19. Will statistics be COUNTER compliant with the new release (5) in January 2019, and if not, by when?	No	Contractor is evaluating standards for subscription electronic resource usage data and its delivery, in particular looking to meet COUNTER and SUSHI standards.

**8 Pricing**

**8.1 Price Schedule.** See **Schedule B – Pricing**.

**8.2 Price Term.** Pricing is firm for the term of the Contract period ending September 30, 2021.

**8.3 Price Changes.** Adjustments may be requested, in writing, by either party at the time a renewal option is requested. Adjustments must be based on changes in actual Contractor costs; however, a price increase must not exceed 2.5% of the price in effect at the time of the adjustment request. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

**8.4 Solutions for Libraries with Current Subscriptions to Proposed Content.** Contractor shall provide credits to participating libraries with existing individual subscriptions to any resource included in the Contract as of the date that the contract service begins. Credits may be used to select another database that is currently not on the state offering; or a database from PebbleGo Next to enhance the libraries’ current database. Libraries will be given a second option to select the same value in Capstone Interactive eBooks.

**9 Ordering**

The appropriate authorizing document for the Contract will be a Delivery Order (DO) document issued by the Department of Education.

**10 Invoice and Payment**

**10.1 Invoice Requirements.** The Contractor will issue a separate invoice for each Delivery Order. All invoices submitted to the State will include: (a) date; (b) Delivery Order number; (c) quantity of each item; (d) item description (e) unit price; (f) shipping and handling, and (g) total price. Invoice line items will correspond to and be in the same order as entered on the Delivery Order.

**10.2 Payment Terms and Methods.** Payment terms are Net 45 Days. The State will make payment for Contract Activities by Electronic Funds Transfer (EFT).



**STATE OF MICHIGAN**

**Master Agreement 190000000928**

**Database Subscription - Content for Early Readers for Library of Michigan**

**SCHEDULE B – Pricing**

Database Name: **PebbleGo**  
 Modules: **Animals**  
**Social Studies**

Service Period	Payment Amount
07/01/2019 – 09/30/2020	\$300,000.00
10/01/2020 – 09/30/2021	\$300,000.00



# STATE OF MICHIGAN

## Master Agreement 19000000928

### Database Subscription - Content for Early Readers for Library of Michigan

#### EXHIBIT 1 - Sample Statistical Report Formats

Remote Access Report				
County	Sessions	Searches	Full Text	
Macomb	18,234	35,098	2,845	
Lapeer	5,409	7,009	465	
Livingston	4,332	6,890	552	
<b>Grand Total</b>	<b>27,975</b>	<b>48,997</b>	<b>3,862</b>	
Consortium Member Report				
Library/Institution	Sessions	Searches	Full Text	Library Type
Public Library	18,234	35,098	2,845	Public
Public Library	14,890	28,235	2,616	Public
School Library	5,409	7,009	465	School
Academic Library	4,332	6,890	552	Acad
Academic Library	19,274	37,468	6,887	Acad
<b>Grand Total</b>	<b>62,139</b>	<b>77,232</b>	<b>13,365</b>	
Journal Title Usage Report				
Journal Title	Sessions	Searches	Full Text	
Journal One	18,234	35,098	2,845	
Journal Two	14,890	28,235	2,616	
Journal Three	5,409	7,009	465	
Journal Four	4,332	6,890	552	
Journal Five	19,274	37,468	6,887	
<b>Grand Total</b>	<b>62,139</b>	<b>77,232</b>	<b>13,365</b>	
** An indication of the type of library is preferable.				
Consortium Member Report				
Database Name	Sessions	Searches	Full Text	
Database One	27,975	48,997	3,862	
Database Two	45,890	84,333	5,001	
Database Three	10,340	15,307	2,497	
<b>Grand Total</b>	<b>84,205</b>	<b>148,637</b>	<b>11,360</b>	

These report formats are intended as illustrative of possible presentations of minimum data requirements. They do not illustrate all aspects of these guidelines.





# STATE OF MICHIGAN

## Master Agreement 19000000928

### Database Subscription - Content for Early Readers for Library of Michigan

#### Exhibit 2 - Responsive Design for MeL.Org Databases

##### Introduction

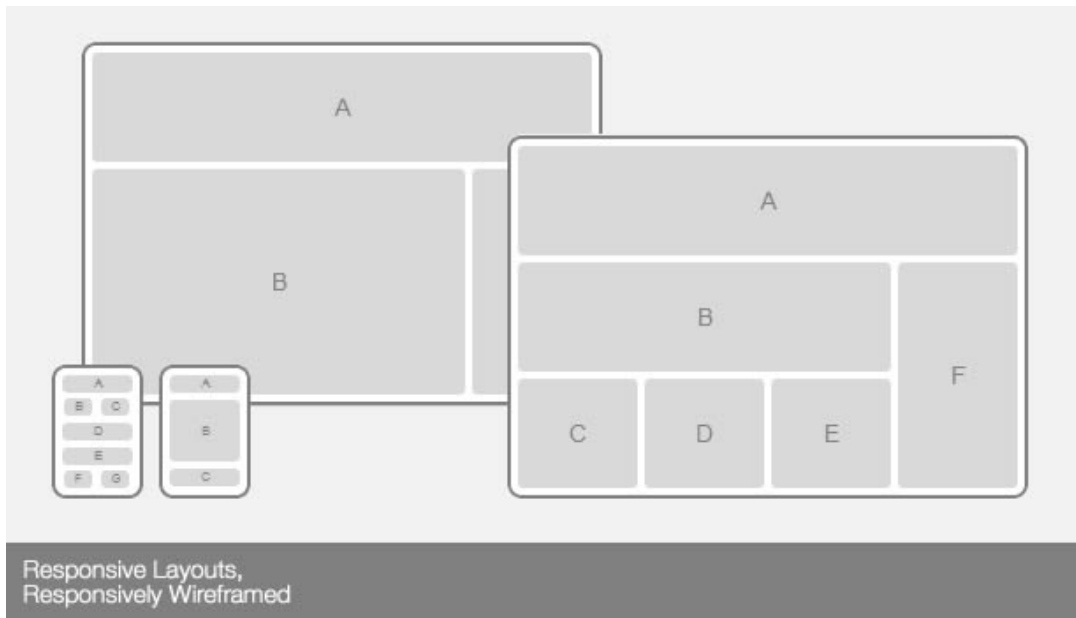
The Michigan eLibrary intends to provide a responsive web browsing experience to its users. To make that goal a reality, our partner vendors must be in alignment toward this end. Below you will find our plan with vendor requirements. Some of these requirements will need to be addressed in your bid response; others will impact the life of the contract.

##### Responsive Design Explanation and Requirements Language

Responsive web design (RWD) is a web development Approach that creates dynamic changes to the Appearance of a website, depending on the screen size and orientation of the device being used to view it. RWD is one Approach to the problem of designing for the multitude of devices available to customers, ranging from tiny phones to huge desktop monitors.

RWD uses so-called breakpoints to determine how the layout of a site will Appear: one design is used above a breakpoint and another design is Applied below that breakpoint. The breakpoints are commonly based on the width of the browser.

In responsive design, page elements reshuffle as the viewport grows or shrinks. A three-column desktop design may reshuffle to two columns for a tablet and a single column for a smartphone. Responsive design relies on proportion-based grids to rearrange content and design elements.



While responsive design emerged as a way to provide equal access to information regardless of device, it is also possible to hide certain items — such as background images or supplementary navigation — on smaller screens. Decisions about hiding content and functionality or altering Appearance for different device types should be based on knowledge about users and their needs.

RWD has an advantage over developing separate sites for different device types. The use of a single codebase can make development faster, compared to developing 3 or 4 distinct sites, and makes maintenance easier over time, as one set of code and content needs to be updated rather than 3 or 4.

Responsive design is a tool, not a cure-all. While using responsive design has many perks when designing across devices, using the technique does not ensure 100% usable experience. Teams must focus on the ongoing changes to mobile and tablet device technology and its impact on content, design, and performance in order to support users across all devices.

*Credits: Courtland Consulting, Nielson Norman Group, Adobe, and Creative Bloq*

##### Mobile Apps

For the purpose of this contract, mobile Apps will not be considered as a substitution for a vendor's required RWD plan for each product's native interface/platform.



### MeL's Responsive Goals

Our goals are to maintain an anytime, anywhere library which provides resources that meet the needs of our users on a device of their choosing. To meet that goal, we stay abreast of the changing technology demographics of our current users and the environment in which we are operating as an enterprise-level content-delivery service.

For informational purposes, please note for the federal 2017 fiscal year, the MeL homepage's sessions according to Google Analytics were

- 85.6% desktop
- 7.4% mobile
- 7% tablet

How the website is accessed varies by age. For example, the MeL Kid's homepage sessions according to Google Analytics were:

- 73.1 % desktop
- 2.9% mobile
- 24.1% tablet

The top mobile devices accessing MeL were

- Apple iPad
- Apple iPhone

We have developed guidelines for our responsive goals that successful bidders will also meet. Because the field is so changeable, it is not our intention to lay down a series of rules that will bind both sides to specific technologies for the duration of the contract. Instead, successful bidders will acknowledge:

- A willingness and ability to deliver a search experience and content in a responsive native environment/platform
- A willingness and ability to make mid-course corrections during the contract period that respond to the changing technology environment as informed by statistics of current users and reasonable anticipation of changes
- A willingness and ability to submit quarterly progress reports that are clear and forthright about the status of current and future efforts to reach or maintain RWD

### Our goals include guidelines such as:

- "Perfect" display is not the goal. For instance, if a platform displays well in a horizontal view on a particular device but not a vertical view we will make the assumption that users of those devices are familiar enough with browsing on them to change orientation for their best viewing experience.
- We are primarily concerned with the native browser for each given mobile device (such as Safari for the iPhone) and not every browser available for each device.
- More attention should be paid to the most commonly used devices/browsers/resolutions viewing MeL.
- We have made a commitment to the Chromebook as it is commonly purchased by schools for student use.

### Reporting During the Contract

For the life of the contract, each Contractor will provide a quarterly report on the maintenance of their responsive design efforts. A report will be required for each platform that is a part of the MeL suite of services. It should be limited in length to one narrative page plus statistical reporting (specified below). The report should cover what steps were taken in the previous quarter and what steps are planned in the next quarter to develop and maintain a responsive environment for your products.

To inform the Contractor's responsive design efforts, MeL will provide each Contractor with quarterly statistics from Google Analytics on the top 25 mobile devices in use, screen resolutions and operating systems for the MeL homepage and each of its various subpages via a Google Data Studio Report. Our statistics will be available in real time through the reports. Each Contractor should plan to reply by the end of the first month of each quarter (end of January, April, July and October) with their own internal statistics on these measures for their platforms (top 25 mobile devices in use, screen resolutions and operating systems) as well as the one-page narrative.



**Examples of reporting elements could include:**

Previous quarter:

Full testing sweep of priority pages in TOP BROWSERS AS DEFINED BY MeL'S GOOGLE ANALYTICS STATS

- Search interface now responds Appropriately in NAME BROWSER AND/OR DEVICE
- Full content results now respond Appropriately in NAME BROWSER AND/OR DEVICE

Upcoming quarter:

- Evaluate interface in light of anticipated release of iOS version x
- Dropping support of IE version x



**STATE OF MICHIGAN**  
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**Database Subscription - Content for Early Readers for Library of Michigan**

**Exhibit 3 - Voluntary Product Accessibility Template (VPAT)**

<b>Date</b>	2/12/2019
<b>Product Name</b>	PebbleGo Database (PG)
<b>Product Version Number</b>	3.2.21
<b>Vendor Company Name</b>	Coughlan Companies LLC dba Capstone
<b>Vendor Contact Name</b>	Connie Ruyter, Bid and Contract Manager
<b>Vendor Contact Telephone</b>	800-747-4992 X8486 or Direct 507-385-8486

The comments portion must be filled in to further define how accessibility is or is not met. The quality of the comments impacts the reviewers' understanding of the accessibility of your product/service.

It is strongly recommended Technical Staff who are trained in Accessibility complete this form.

NOTE: The State of Michigan has adopted the standards that are level A and level AA. **This list includes level AAA standards, which are optional and highlighted in yellow. Comments are not required for level AAA.**

**Principle 1: Robust - Information and user interface components must be presentable to users in ways they can perceive.**

Std	Description	Apply Yes/No	Meets Yes/No	Comments (mandatory)
<i>Guideline 1.1 Text Alternatives: Provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, braille, speech, symbols or simpler language.</i>				
1.1.1	Non-text Content: All non-text content that is presented to the user has a text alternative that serves the equivalent purpose, except for the situations listed below (Level A).	Yes	Yes	Images have captions and tags for screen readers. Video has transcripts.
	<ul style="list-style-type: none"> <li>Controls, Input: If non-text content is a control or accepts user input, then it has a name that describes its purpose. (Refer to Guideline 4.1 for additional requirements for controls and content that accepts user input.)</li> </ul>	Yes	Yes	PG will comply with this guideline.
	<ul style="list-style-type: none"> <li>Time-Based Media: If non-text content is time-based media, then text alternatives at least provide descriptive identification of the non-text content. (Refer to Guideline 1.2 for the additional requirements for media.)</li> </ul>	Yes	Yes	PG will provide transcripts for videos and audio where required.
	<ul style="list-style-type: none"> <li>Test: If non-text content is a test or exercise that would be invalid if presented in text, then text alternatives at least provide descriptive identification of the non-text content.</li> </ul>	Yes	Yes	PG will comply with this guideline.
	<ul style="list-style-type: none"> <li>Sensory: If non-text content is primarily intended to create a specific sensory experience, then text alternatives at least provide descriptive identification of the non-text content.</li> </ul>	Yes	Yes	PG will comply with this guideline.
	<ul style="list-style-type: none"> <li>CAPTCHA: If the purpose of non-text content is to confirm that content is being accessed by a person rather than a computer, then text alternatives that identify and describe the purpose of the non-text content are provided, and alternative forms of CAPTCHA using output modes for different types of sensory perception are provided to accommodate different disabilities.</li> </ul>	No		PG does not use CAPTCHA.
	<ul style="list-style-type: none"> <li>Decorative, Formatting, Invisible: If non-text content is pure decoration, is used only for visual formatting, or is not presented to users, then it is implemented in a way that it can be ignored by assistive technology.</li> </ul>	Yes	Yes	PG will comply with this guideline.
<i>Guideline 1.2 Time-based Media: Provide alternatives for time-based media.</i>				



1.2.1	Audio-only and Video-only (Prerecorded): For prerecorded audio-only and prerecorded video-only media, the following are true, except when the audio or video is a media alternative for text and is clearly labeled as such (Level A):	Yes	Yes	PG will comply with this guideline.
	<ul style="list-style-type: none"> <li>Prerecorded Audio-only: An alternative for time-based media is provided that presents equivalent information for prerecorded audio-only content.</li> </ul>	Yes	Yes	PG will have transcripts for recorded audio.
	<ul style="list-style-type: none"> <li>Prerecorded Video-only: Either an alternative for time-based media or an audio track is provided that presents equivalent information for prerecorded video-only content.</li> </ul>	Yes	Yes	PG will provide transcripts for videos.
1.2.2	Captions (Prerecorded): Captions are provided for all prerecorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A)	Yes	Yes	PG will comply with this guideline.
1.2.3	Audio Description or Media Alternative (Prerecorded): An alternative for time-based media or audio description of the prerecorded video content is provided for synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A)	Yes	Yes	PG will comply with this guideline.
1.2.4	Captions (Live): Captions are provided for all live audio content in synchronized media. (Level AA)	No		There is no live video in PebbleGo
1.2.5	Audio Description (Prerecorded): Audio description is provided for all prerecorded video content in synchronized media. (Level AA)	Yes	Yes	PG will provide transcripts.
1.2.6	Sign Language (Prerecorded): Sign language interpretation is provided for all prerecorded audio content in synchronized media. (Level AAA)			
1.2.7	Extended Audio Description (Prerecorded): Where pauses in foreground audio are insufficient to allow audio descriptions to convey the sense of the video, extended audio description is provided for all prerecorded video content in synchronized media. (Level AAA)			
1.2.8	Media Alternative (Prerecorded): An alternative for time-based media is provided for all prerecorded synchronized media and for all prerecorded video-only media. (Level AAA)			
1.2.9	Audio-only (Live): An alternative for time-based media that presents equivalent information for live audio-only content is provided. (Level AAA)			
<b>Guideline 1.3 Adaptable: Create content that can be presented in different ways (for example simpler layout) without losing information or structure.</b>				
1.3.1	Info and Relationships: Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text. (Level A)	Yes	Yes	PG will comply with this guideline.
1.3.2	Meaningful Sequence: When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined. (Level A)	Yes	Yes	PG will comply with this guideline.
1.3.3	Sensory Characteristics: Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, size, visual location, orientation, or sound. (Level A)	Yes	Yes	PG will comply with this guideline.
<b>Guideline 1.4 Distinguishable: Make it easier for users to see and hear content including separating foreground from background.</b>				
1.4.1	Use of Color: Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. (Level A)	Yes	Yes	PG will comply with this guideline.
1.4.2	Audio Control: If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level. (Level A)	Yes	Yes	Audio can be paused and resumed.
1.4.3	Contrast (Minimum): The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following: (Level AA)	Yes	Yes	PG will comply with this guideline.
	<ul style="list-style-type: none"> <li>Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 3:1;</li> </ul>	Yes	Yes	PG will comply with this guideline.
	<ul style="list-style-type: none"> <li>Incidental: Text or images of text that are part of an inactive user interface component, that are pure</li> </ul>	Yes	Yes	PG will comply with this guideline.



	decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement.			
	<ul style="list-style-type: none"> <li>Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement.</li> </ul>	Yes	Yes	PG will comply with this guideline.
1.4.4	Resize text: Except for captions and images of text, text can be resized without assistive technology up to 200 percent without loss of content or functionality. (Level AA)	Yes	Yes	PG will comply with this guideline.
1.4.5	Images of Text: If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following: (Level AA)	Yes	Yes	PG will comply with this guideline.
	<ul style="list-style-type: none"> <li>Customizable: The image of text can be visually customized to the user's requirements;</li> </ul>	Yes	Yes	PG will comply with this guideline.
	<ul style="list-style-type: none"> <li>Essential: A particular presentation of text is essential to the information being conveyed.</li> </ul>	Yes	Yes	PG will comply with this guideline.
1.4.6	Contrast (Enhanced): The visual presentation of text and images of text has a contrast ratio of at least 7:1, except for the following: (Level AAA)			
	<ul style="list-style-type: none"> <li>Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 4.5:1;</li> </ul>			
	<ul style="list-style-type: none"> <li>Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement.</li> </ul>			
	<ul style="list-style-type: none"> <li>Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement.</li> </ul>			
1.4.7	Low or No Background Audio: For prerecorded audio-only content that (1) contains primarily speech in the foreground, (2) is not an audio CAPTCHA or audio logo, and (3) is not vocalization intended to be primarily musical expression such as singing or rapping, at least one of the following is true: (Level AAA)			
	<ul style="list-style-type: none"> <li>No Background: The audio does not contain background sounds.</li> </ul>			
	<ul style="list-style-type: none"> <li>Turn Off: The background sounds can be turned off.</li> </ul>			
	<ul style="list-style-type: none"> <li>20 dB: The background sounds are at least 20 decibels lower than the foreground speech content, with the exception of occasional sounds that last for only one or two seconds.</li> </ul>			
1.4.8	Visual Presentation: For the visual presentation of blocks of text, a mechanism is available to achieve the following: (Level AAA)			
	<ul style="list-style-type: none"> <li>Foreground and background colors can be selected by the user.</li> </ul>			
	<ul style="list-style-type: none"> <li>Width is no more than 80 characters or glyphs (40 if CJK).</li> </ul>			
	<ul style="list-style-type: none"> <li>Text is not justified (aligned to both the left and the right margins).</li> </ul>			
	<ul style="list-style-type: none"> <li>Line spacing (leading) is at least space-and-a-half within paragraphs, and paragraph spacing is at least 1.5 times larger than the line spacing.</li> </ul>			
	<ul style="list-style-type: none"> <li>Text can be resized without assistive technology up to 200 percent in a way that does not require the user to scroll horizontally to read a line of text on a full-screen window.</li> </ul>			
1.4.9	Images of Text (No Exception): Images of text are only used for pure decoration or where a particular presentation of text is essential to the information being conveyed. (Level AAA)			

**Principle 2: Operable - User interface components and navigation must be operable.**

Std	Description	Apply Yes/No	Meets Yes/No	Comments
<i>Guideline 2.1 Keyboard Accessible: Make all functionality available from a keyboard.</i>				
2.1.1	Keyboard: All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints. (Level A)	Yes	Yes	PG will comply with this guideline.
2.1.2	No Keyboard Trap: If keyboard focus can be moved to a component of the page using a keyboard interface, then focus can be moved away from that component using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is advised of the method for moving focus away. (Level A)	Yes	Yes	PG will comply with this guideline.
2.1.3	Keyboard (No Exception): All functionality of the content is operable through a keyboard interface without requiring specific			



	timings for individual keystrokes. (Level AAA)			
<i>Guideline 2.2 Enough Time: Provide users enough time to read and use content.</i>				
2.2.1	Timing Adjustable: For each time limit that is set by the content, at least one of the following is true: (Level A)	No		PG does not have time limits.
	<ul style="list-style-type: none"> <li>Turn off: The user is allowed to turn off the time limit before encountering it; or</li> </ul>	No	Yes	PG does not have time limits.
	<ul style="list-style-type: none"> <li>Adjust: The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or</li> </ul>	No	Yes	PG does not have time limits.
	<ul style="list-style-type: none"> <li>Extend: The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or</li> </ul>	No	Yes	PG does not have time limits.
	<ul style="list-style-type: none"> <li>Real-time Exception: The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or</li> </ul>	No	Yes	PG does not have time limits.
	<ul style="list-style-type: none"> <li>Essential Exception: The time limit is essential and extending it would invalidate the activity; or</li> </ul>	No	Yes	PG does not have time limits.
	<ul style="list-style-type: none"> <li>20 Hour Exception: The time limit is longer than 20 hours.</li> </ul>	No	Yes	PG does not have time limits.
2.2.2	Pause, Stop, Hide: For moving, blinking, scrolling, or auto-updating information, all of the following are true: (Level A)	No		PG does not have this type of content or functionality.
	<ul style="list-style-type: none"> <li>Moving, blinking, scrolling: For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and</li> </ul>	No		PG does not have this type of content or functionality.
	<ul style="list-style-type: none"> <li>Auto-updating: For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential.</li> </ul>	No		PG does not have this type of content or functionality.
2.2.3	No Timing: Timing is not an essential part of the event or activity presented by the content, except for non-interactive synchronized media and real-time events. (Level AAA)			
2.2.4	Interruptions: Interruptions can be postponed or suppressed by the user, except interruptions involving an emergency. (Level AAA)			
2.2.5	Interruptions: Interruptions can be postponed or suppressed by the user, except interruptions involving an emergency. (Level AAA)			
<i>Guideline 2.3 Seizures: Do not design content in a way that is known to cause seizures.</i>				
2.3.1	Three Flashes or Below Threshold: Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds. (Level A)	No		PG does not contain any content that flashes.
2.3.2	Three Flashes: Web pages do not contain anything that flashes more than three times in any one second period. (Level AAA)			
<i>Guideline 2.4 Navigable: Provide ways to help users navigate, find content, and determine where they are.</i>				
2.4.1	Bypass Blocks: A mechanism is available to bypass blocks of content that are repeated on multiple Web pages. (Level A)	Yes	Yes	PG will comply with this guideline.
2.4.2	Page Titled: Web pages have titles that describe topic or purpose. (Level A)	Yes	Yes	PG will comply with this guideline.
2.4.3	Focus Order: If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability. (Level A)	Yes	Yes	PG will comply with this guideline.
2.4.4	Link Purpose (In Context): The purpose of each link can be determined from the link text alone or from the link text together with its programmatically determined link context,	Yes	Yes	PG will comply with this guideline.



	except where the purpose of the link would be ambiguous to users in general. (Level A)			
2.4.5	Multiple Ways: More than one way is available to locate a Web page within a set of Web pages except where the Web Page is the result of, or a step in, a process. (Level AA)	Yes	Yes	PG will comply with this guideline.
2.4.6	Headings and Labels: Headings and labels describe topic or purpose. (Level AA)	Yes	Yes	PG will comply with this guideline.
2.4.7	Focus Visible: Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible. (Level AA)	Yes	Yes	PG will comply with this guideline.
2.4.8	Location: Information about the user's location within a set of Web pages is available. (Level AAA)			
2.4.9	Link Purpose (Link Only): A mechanism is available to allow the purpose of each link to be identified from link text alone, except where the purpose of the link would be ambiguous to users in general. (Level AAA)			
2.4.10	Section Headings: Section headings are used to organize the content. (Level AAA)			

**Principle 3: Understandable - Information and the operation of user interface must be understandable.**

Std	Description	Apply Yes/No	Meets Yes/No	Comments
<i>Guideline 3.1 Readable: Make text content readable and understandable.</i>				
3.1.1	Language of Page: The default human language of each Web page can be programmatically determined. (Level A)	Yes	Yes	PG will comply with this guideline.
3.1.2	Language of Parts: The human language of each passage or phrase in the content can be programmatically determined except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text. (Level AA)	Yes	Yes	PG will comply with this guideline.
3.1.3	Unusual Words: A mechanism is available for identifying specific definitions of words or phrases used in an unusual or restricted way, including idioms and jargon. (Level AAA)			
3.1.4	Abbreviations: A mechanism for identifying the expanded form or meaning of abbreviations is available. (Level AAA)			
3.1.5	Reading Level: When text requires reading ability more advanced than the lower secondary education level after removal of proper names and titles, supplemental content, or a version that does not require reading ability more advanced than the lower secondary education level, is available. (Level AAA)			
3.1.6	Pronunciation: A mechanism is available for identifying specific pronunciation of words where meaning of the words, in context, is ambiguous without knowing the pronunciation. (Level AAA)			
<i>Guideline 3.2 Predictable: Make Web pages appear and operate in predictable ways.</i>				
3.2.1	On Focus: When any component receives focus, it does not initiate a change of context. (Level A)	Yes	Yes	PG will comply with this guideline.
3.2.2	On Input: Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behavior before using the component. (Level A)	Yes	Yes	PG will comply with this guideline.
3.2.3	Consistent Navigation: Navigational mechanisms that are repeated on multiple Web pages within a set of Web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user. (Level AA)	Yes	Yes	PG will comply with this guideline.
3.2.4	Consistent Identification: Components that have the same functionality within a set of Web pages are identified consistently. (Level AA)	Yes	Yes	PG will comply with this guideline.
3.2.5	Change on Request: Changes of context are initiated only by user request or a mechanism is available to turn off such changes. (Level AAA)			
<i>Guideline 3.3 Input Assistance: Help users avoid and correct mistakes.</i>				
3.3.1	Error Identification: If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text. (Level A)	Yes	Yes	PG will comply with this guideline.
3.3.2	Labels or Instructions: Labels or instructions are provided when content requires user input. (Level A)	Yes	Yes	PG will comply with this guideline.
3.3.3	Error Suggestion: If an input error is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would	Yes	Yes	PG will comply with this guideline.





	jeopardize the security or purpose of the content. (Level AA)			
3.3.4	Error Prevention (Legal, Financial, Data): For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true: (Level AA)	No		PG does not contain this type of content of functionality.
	<ul style="list-style-type: none"> <li>Reversible: Submissions are reversible.</li> </ul>	No		PG does not contain this type of content of functionality.
	<ul style="list-style-type: none"> <li>Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them.</li> </ul>	No		PG does not contain this type of content of functionality.
	<ul style="list-style-type: none"> <li>Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.</li> </ul>	No		PG does not contain this type of content of functionality.
3.3.5	Help: Context-sensitive help is available. (Level AAA)			
3.3.6	Error Prevention (All): For Web pages that require the user to submit information, at least one of the following is true: (Level AAA)			
	<ul style="list-style-type: none"> <li>Reversible: Submissions are reversible.</li> </ul>			
	<ul style="list-style-type: none"> <li>Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them.</li> </ul>			
	<ul style="list-style-type: none"> <li>Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.</li> </ul>			
<b>Principle 4: Robust - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.</b>				
Std	Description	Apply Yes/No	Meets Yes/No	Comments
<i>Guideline 4.1 Compatible: Maximize compatibility with current and future user agents, including assistive technologies.</i>				
4.1.1	Parsing: In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features. (Level A)	Yes	Yes	PG will comply with this guideline.
4.1.2	Name, Role, Value: For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies. (Level A)	Yes	Yes	PG will comply with this guideline.