

CONTRACT #8
RFS # 305.04-02411
FA # 12-36195
Edison # 27570

Secretary of State
State Library & Archives

VENDOR:
ProQuest, LLC

Tre Hargett, Secretary of State
State of Tennessee



Tennessee State Library and Archives
403 7th Avenue North
Nashville, TN 37243-1409

Charles Sherrill
State Librarian and Archivist

615-741-7996
Chuck.Sherrill@tn.gov

MEMORANDUM

To: Fiscal Review Committee
Attn: Leni Chick

From: Charles A. Sherrill *CAS*

Date: July 30, 2012

Subject: Request for amendment review - ProQuest

Attachment: 1 contract amendment, and corresponding documentation

CC:

Please find attached a draft amendment for the contract between the Tennessee State Library and Archives and ProQuest, along with the corresponding documentation. The amendment would change the payment schedule from annual to quarterly payments; the term and overall cost of the contract remain the same.

If you need any further information or clarification, please contact me.

Supplemental Documentation Required for
Fiscal Review Committee

| | | | | |
|--|--------------------------------------|---|---------------|-------------|
| *Contact Name: | Wendy Cornelisen | *Contact Phone: | 615-532-4627 | |
| *Original Contract Number: | 27570 | *Original RFS Number: | 30504-02411 | |
| Edison Contract Number: <i>(if applicable)</i> | 27570 | Edison RFS Number: <i>(if applicable)</i> | | |
| *Original Contract Begin Date: | July 1, 2011 | *Current End Date: | June 30, 2016 | |
| Current Request Amendment Number: <i>(if applicable)</i> | 1 | | | |
| Proposed Amendment Effective Date: <i>(if applicable)</i> | 10/1/2012 | | | |
| *Department Submitting: | Department of State | | | |
| *Division: | Tennessee State Library and Archives | | | |
| *Date Submitted: | 7/27/12 | | | |
| *Submitted Within Sixty (60) days: | yes | | | |
| <i>If not, explain:</i> | | | | |
| *Contract Vendor Name: | ProQuest LLC | | | |
| *Current Maximum Liability: | \$362,829.00 | | | |
| *Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i> | | | | |
| FY:11/12 | FY:12/13 | FY:13/14 | FY14/15 | FY15/16 |
| \$69,995.00 | \$69,995.00 | \$72,095.00 | \$74,258.00 | \$76,486.00 |
| *Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i> | | | | |
| FY:11/12 | FY:12/13 | FY:13/14 | FY14/15 | FY15/16 |
| \$69,995.00 | | | | |
| IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent: | | | | |
| IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision: | | | | |
| IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage: | | | | |
| *Contract Funding | State: | \$362,829.00 | Federal: | |

Supplemental Documentation Required for
Fiscal Review Committee

| | | | | |
|--|--|---|---------------|--|
| Source/Amount: | | | | |
| Interdepartmental: | | | <i>Other:</i> | |
| If " <i>other</i> " please define: | | | | |
| Dates of All Previous Amendments or Revisions: <i>(if applicable)</i> | | Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i> | | |
| | | | | |
| | | | | |
| Method of Original Award: <i>(if applicable)</i> | | RFP | | |
| *What were the projected costs of the service for the entire term of the contract prior to contract award? | | \$362,829.00 | | |

Supplemental Documentation Required for
Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

| Deliverable description : | FY:11/12 | FY:12/13 | FY:13/14 | FY:14/15 | FY:15/16 |
|---------------------------|-------------|-------------|-------------|-------------|-------------|
| Access to Tennessean | \$69,995.00 | \$69,995.00 | \$72,095.00 | \$74,258.00 | \$76,486.00 |
| | | | | | |

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

| Deliverable description : | FY: | FY: | FY: | FY: | FY: |
|---------------------------|-----|-----|-----|-----|-----|
| | | | | | |
| | | | | | |

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

| | | | | | |
|--|-----|-----|-----|-----|-----|
| Proposed Vendor Cost: (name of vendor) | FY: | FY: | FY: | FY: | FY: |
| | | | | | |
| Other Vendor Cost: (name of vendor) | FY: | FY: | FY: | FY: | FY: |
| | | | | | |
| Other | FY: | FY: | FY: | FY: | FY: |

Supplemental Documentation Required for
Fiscal Review Committee

| | | | | | |
|--|--|--|--|--|--|
| Vendor Cost: (name of vendor) | | | | | |
| | | | | | |

Expenditure acctg dtls-no proj

1

| Journal ID | GL Unit | AP Unit | Voucher | Invoice | Ledger |
|------------|---------|---------|----------|----------|---------|
| AP00739584 | 30501 | 30501 | 00029900 | 70135931 | ACTUALS |

| Descr | Account | Account Descr | Location CF | Dept |
|-------------------|----------|-------------------------------|-------------|------------|
| DATABASE SERVICES | 72203000 | Data Processing Srvc by NonSt | 19011 | 3050427416 |

| Fund | Program | Period | Year | Line # | Amount | Vendor |
|-------|---------|--------|------|--------|-----------|------------|
| 11000 | 027416 | 2 | 2012 | 4 | 69995.000 | 0000024409 |

| Name | Date | PO No. |
|------|------|--------|
|------|------|--------|

Cambridge Scientific Abstracts LP

8/2/2011 000003571

Non-Competitive Amendment Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: AgSprs.Agsprs@state.tn.us

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

| | | |
|--|---|--|
| Request Tracking # | 30504-02411 | |
| 1. Procuring Agency | Tennessee State Library and Archives | |
| 2. Contractor | ProQuest LLC | |
| 3. Contract # | 27570 | |
| 4. Proposed Amendment # | 1 | |
| 5. Edison ID # | | |
| 6. Contract Begin Date | 07/01/2011 | |
| 7. Current Contract End Date – with ALL options to extend exercised | 06/30/2016 | |
| 8. Proposed Contract End Date – with ALL options to extend exercised | 06/30/2016 | |
| 9. Current Maximum Contract Cost – with ALL options to extend exercised | \$ 362,829 | |
| 10. Proposed Maximum Contract Cost – with ALL options to extend exercised | \$ 362,829 | |
| 11. Office for Information Resources Endorsement – information technology service (N/A to THDA) | <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached | |
| 12. eHealth Initiative Support – health-related professional, pharmaceutical, laboratory, or imaging | <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached | |
| 13. Human Resources Support – state employee training service | <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached | |
| 14. Explanation Need for the Proposed Amendment | To change increments of service from annual to quarterly payments. | |
| 15. Name & Address of the Contractor's Principal Owner(s) – NOT required for a TN state education institution | ProQuest LLC is headquartered at 789 East Eisenhower Parkway, Ann Arbor, Michigan, 48106-1346 | |

| | |
|--|-------------|
| Request Tracking # | 30504-02411 |
| 16. Evidence Contractor's Experience & Length Of Experience Providing the Service ProQuest has a long history of online products and access for database services for libraries across the nation. | |
| 17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives No other vendors provide online access to the Tennessean. | |
| 18. Justification – <i>specifically explain why non-competitive negotiation is in the best interest of the state</i> ProQuest has an exclusive contract to provide online access to the Tennessean, a member of the Gannett family of publications. | |
| Agency Head Signature and Date – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i>  7/26/12 | |



CONTRACT AMENDMENT

| | | | | | |
|---|---------------------|--------------------------------|----------------------------------|--------------|------------------------------|
| Agency Tracking # 30504-02411 | Edison ID | Contract # 27570 | Amendment # 1 | | |
| Contractor Legal Entity Name ProQuest LLC | | | Edison Vendor ID 24409 | | |
| Amendment Purpose & Effect(s) To change increments of service from annual to quarterly payments. | | | | | |
| Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | End Date: 06/30/2016 | | | |
| TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): | | | \$ 0 | | |
| Funding — | | | | | |
| FY | State | Federal | Interdepartmental | Other | TOTAL Contract Amount |
| 2012 | \$69,995.00 | | | | \$69,995.00 |
| 2013 | \$69,995.00 | | | | \$69,995.00 |
| 2014 | \$72,095.00 | | | | \$72,095.00 |
| 2015 | \$74,258.00 | | | | \$74,258.00 |
| 2016 | \$76,486.00 | | | | \$76,486.00 |
| TOTAL: | \$362,829.00 | | | | \$362,829.00 |
| American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | | | | |
| Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. | | <i>OCR USE</i> | | | |
| Speed Chart (optional) | | Account Code (optional) | | | |

**AMENDMENT ONE
OF CONTRACT 27570**

This Amendment is made and entered by and between the State of Tennessee, Department of State, Tennessee State Library and Archives hereinafter referred to as the "State" and ProQuest LLC, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

A. Contract section C.3.b. is deleted in its entirety and replaced with the following:

C.3.b. The Contractor shall be compensated for said unites, milestones, or increments of service based upon the following payment rates:

| Service Description | Amount (per compensable increment) |
|--|--|
| Annual Cost of Service, Year 1 | \$ 69,995.00 |
| Quarterly Cost of Service, Year 2, Quarter 1 | \$ 17,498.75 |
| Quarterly Cost of Service, Year 2, Quarter 2 | \$ 17,498.75 |
| Quarterly Cost of Service, Year 2, Quarter 3 | \$ 17,498.75 |
| Quarterly Cost of Service, Year 2, Quarter 4 | \$ 17,498.75 |
| Quarterly Cost of Service, Year 3, Quarter 1 | \$ 18,023.75 |
| Quarterly Cost of Service, Year 3, Quarter 2 | \$ 18,023.75 |
| Quarterly Cost of Service, Year 3, Quarter 3 | \$ 18,023.75 |
| Quarterly Cost of Service, Year 3, Quarter 4 | \$ 18,023.75 |
| Quarterly Cost of Service, Year 4, Quarter 1 | \$ 18,564.50 |
| Quarterly Cost of Service, Year 4, Quarter 2 | \$ 18,564.50 |
| Quarterly Cost of Service, Year 4, Quarter 3 | \$ 18,564.50 |
| Quarterly Cost of Service, Year 4, Quarter 4 | \$ 18,564.50 |
| Quarterly Cost of Service, Year 5, Quarter 1 | \$ 19,121.50 |
| Quarterly Cost of Service, Year 5, Quarter 2 | \$ 19,121.50 |
| Quarterly Cost of Service, Year 5, Quarter 3 | \$ 19,121.50 |
| Quarterly Cost of Service, Year 5, Quarter 4 | \$ 19,121.50 |

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective October 1, 2012. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

PROQUEST LLC:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF STATE, TENNESSEE STATE LIBRARY AND ARCHIVES :

CHARLES A. SHERRILL, STATE LIBRARIAN AND ARCHVIST

DATE

DEPARTMENT OF STATE :

TRE HARGETT, SECRETARY OF STATE

DATE



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Sen. Bill Ketron, Chairman
Senators

Douglas Henry Reginald Tate
Brian Kelsey Ken Yager
Eric Stewart
Randy McNally, *ex officio*
Lt. Governor Ron Ramsey, *ex officio*

Rep. Curtis Johnson, Vice-Chairman
Representatives

Tommie Brown David Shepard
Jim Coley Tony Shipley
Charles Curtiss Curry Todd
Johnny Shaw Mark White
Charles Sargent, *ex officio*
Speaker Beth Harwell, *ex officio*

MEMORANDUM

TO: The Honorable Mark Emkes, Commissioner
Department of Finance and Administration

FROM: Bill Ketron, Chairman, Fiscal Review Committee
Curtis Johnson, Vice-Chairman, Fiscal Review Committee

BK CJ

DATE: May 12, 2011

SUBJECT: **Contract Comments**
(Fiscal Review Committee Meeting 5/9/11)

RFS# 305.04-02411 (Edison # Pending)

Department: State

Division: Library and Archives

Vendor: ProQuest, LLC

Summary: The proposed five-year contract is for online access to *The Tennessean* current edition and archival back files. The proposed contract has a term beginning July 1, 2011, and ending June 30, 2016. Proposed maximum liability: \$362,829

After review, the Fiscal Review Committee voted to approve the contract.

cc: The Honorable Charles Sherrill, State Librarian and Archivist
Mr. Robert Barlow, Director, Office of Contracts Review

Tre Hargett, Secretary of State

State of Tennessee



Tennessee State Library and Archives
403 7th Avenue North
Nashville, TN 37243-1409

Charles Sherrill
State Librarian and Archivist

615-741-7996
Chuck.Sherrill@tn.gov

MEMORANDUM

To: Fiscal Review Committee
Attn: Leni Chick

From: Charles A. Sherrill

Date: April 21, 2011

Subject: Request for review - ProQuest

Attachment: 1 contract, and corresponding documentation

CC:

Please find attached a draft contract between the Tennessee State Library and Archives and ProQuest LLC, along with the corresponding documentation. This contract is a 5 year commitment with a maximum contract cost of \$362,829.00. As ProQuest is the sole provider of the database for the Nashville newspaper *The Tennessean*, with the successful completion of this contract the State Library will be able to add *The Tennessean* to the newspaper databases available through the Tennessee Electronic Library.

If you need any further information, please contact me.

Supplemental Documentation Required for
Fiscal Review Committee

| | | | | | |
|--|--------------------------------------|---|---------------|-------------|----|
| *Contact Name: | Wendy Cornelisen | *Contact Phone: | 532-4627 | | |
| *Original Contract Number: | | *Original RFS Number: | | | |
| Edison Contract Number: <i>(if applicable)</i> | | Edison RFS Number: <i>(if applicable)</i> | | | |
| *Original Contract Begin Date: | July 1, 2011 | *Current End Date: | June 30, 2016 | | |
| Current Request Amendment Number: <i>(if applicable)</i> | | | | | |
| Proposed Amendment Effective Date: <i>(if applicable)</i> | | | | | |
| *Department Submitting: | Department of State | | | | |
| *Division: | Tennessee State Library and Archives | | | | |
| *Date Submitted: | April 20, 2011 | | | | |
| *Submitted Within Sixty (60) days: | yes | | | | |
| <i>If not, explain:</i> | | | | | |
| *Contract Vendor Name: | ProQuest, LLC | | | | |
| *Current Maximum Liability: | \$362,829.00 | | | | |
| *Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i> | | | | | |
| FY:11/12 | FY:12/13 | FY:13/14 | FY:14/15 | FY15/16 | FY |
| \$69,995.00 | \$69,995.00 | \$72,095.00 | \$74,258.00 | \$76,486.00 | \$ |
| *Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i> | | | | | |
| FY: | FY: | FY: | FY: | FY | FY |
| \$ | \$ | \$ | \$ | \$ | \$ |
| IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent: | | | | | |
| IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision: | | | | | |
| IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage: | | | | | |
| *Contract Funding | State: | \$362,829.00 | Federal: | | |
| | | 0 | | | |

Supplemental Documentation Required for
Fiscal Review Committee

| | | | |
|--|--|---|--|
| Source/Amount: | | | |
| Interdepartmental: | | <i>Other:</i> | |
| If "other" please define: | | | |
| Dates of All Previous Amendments or Revisions: <i>(if applicable)</i> | | Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i> | |
| | | | |
| | | | |
| Method of Original Award: <i>(if applicable)</i> | | | |
| *What were the projected costs of the service for the entire term of the contract prior to contract award? | | \$362,829.00 | |

Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

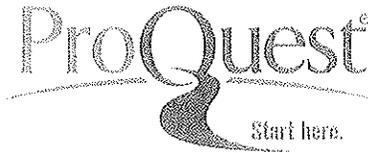
| Deliverable description: | FY:11/12 | FY:12/13 | FY:13/14 | FY:14/15 | FY:15/16 |
|--------------------------|-------------|-------------|-------------|-------------|-------------|
| Database services | \$69,995.00 | \$69,995.00 | \$72,095.00 | \$74,258.00 | \$76,486.00 |
| | | | | | |
| | | | | | |

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

| Deliverable description: | FY: | FY: | FY: | FY: | FY: |
|--------------------------|-----|-----|-----|-----|-----|
| | | | | | |
| | | | | | |
| | | | | | |

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

| | | | | | |
|--|-----|-----|-----|-----|-----|
| Proposed Vendor Cost: (name of vendor) | FY: | FY: | FY: | FY: | FY: |
| | | | | | |
| Other Vendor Cost: (name of vendor) | FY: | FY: | FY: | FY: | FY: |
| | | | | | |
| Other Vendor Cost: (name of vendor) | FY: | FY: | FY: | FY: | FY: |
| | | | | | |



March 23, 2011

Wendy Cornelisen, TEL Coordinator
Tennessee State Library & Archives
403 7th Avenue North
Nashville, TN 37243

Dear Ms. Cornelisen:

ProQuest LLC, (ProQuest) provides global access to one of the largest online content repositories in the world. Throughout ProQuest's evolution we've established our position as the leading provider of microform and electronic information to school, academic, public, and government libraries around the world. Since 1938, we've worked closely with the worldwide publishing community to preserve and provide access to information. Our many long-term, trusted partnerships with publishers have made ProQuest the information company of choice for over 9,000 publishers.

ProQuest aggregates source material from third-party publishers and creates associated abstracts and indexes for such material to make up our databases. The databases are derivative works as defined under the Copyright Act of 1976, Title 17 U.S.C. and are therefore subject to copyright protection. ProQuest is the sole holder of the copyright in the ProQuest-created abstracts and in the databases as a whole.

With respect to third-party databases, ProQuest distributes and hosts certain third-party databases and in some cases provides the associated full-text articles to compliment the offering through ProQuest's own proprietary on-line search engines. Additionally, ProQuest is the proprietary owner of the on-line search engines that form a substantial part of our **ProQuest®**, on-line information services.

ProQuest is the sole provider for the following database collection:

| ProQuest® Newspaper Platform - Online Subscription | |
|--|---|
| ProQuest Newsstand™ <i>As of July 1, 2009, Gannett Newspapers available exclusively through ProQuest, including:</i> The Tennessean Location: Nashville TN | http://www.proquest.com/en-US/catalogs/databases/detail/newsstand.shtml http://www.proquest.com/en-US/aboutus/pressroom/09/20090407.shtml http://www.proquest.com/go/gannett |

If you have any questions regarding ProQuest's proprietary rights in the databases or the on-line service, please contact Jennifer Swint in our legal department at 1-800-521-0600, extension 4775.

If you need additional information, please contact me directly.

Sincerely,

Donna M. Balzarini
Contract Specialist Sr.
Phone: (908) 219-1067
Fax: (888) 241-5612
E-Mail: donna.balzarini@bowker.com

cc: Nancy Gerrard, ProQuest



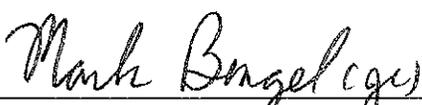
OIR Pre-Approval Endorsement Request E-Mail Transmittal

TO : Jane Chittenden, OIR Procurement & Contract Management Director
Department of Finance & Administration
E-mail : Jane.Chittenden@tn.gov

FROM : Jennifer Cowan-Henderson
E-mail : Jennifer.cowan-henderson@tn.gov

DATE : April 12, 2011

RE : Request for OIR Pre-Approval Endorsement

| |
|--|
| Applicable RFS # 30504024-11 |
| OIR Endorsement Signature & Date: |
|   |
| Chief Information Officer |
| <i>NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.</i> |

Office for Information Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached documents.

Please document OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

| | |
|---|--|
| Contracting Agency | Tennessee State Library and Archives |
| Agency Contact (name, phone, e-mail) | Wendy Cornelisen 615-532-4627 wendy.cornelisen@tn.gov |
| Subject Procurement Document (mark one) | |
| <input type="checkbox"/> RFP | <input type="checkbox"/> Contract |
| <input type="checkbox"/> Competitive Negotiation Request | <input type="checkbox"/> Contract Amendment |
| <input type="checkbox"/> Alternative Procurement Method Request | <input type="checkbox"/> Grant |
| <input checked="" type="checkbox"/> Non-Competitive Contract Request | <input type="checkbox"/> Grant Amendment |
| <input type="checkbox"/> Non-Competitive Amendment Request | |
| Information Systems Plan (ISP) Project Applicability | |
| <input checked="" type="checkbox"/> Not Applicable to this Request | |
| <input type="checkbox"/> Applicable-- ISP Project# | |
| Response Confirmed by IT Director/Staff (name): Joni Kies, Director | |

Applicable RFS # 30504024-11

Required Attachments (as applicable – copies without signatures acceptable)

- RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, Non-Competitive Amendment Request
- Original Contract/Grant or Amendment
- Proposed Contract/Grant or Amendment

Subject Information Technology Service Description

(Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, *etc.* As applicable, identify the contract & solicitation sections related to the IT services.)

Internet access is involved as the impact on information technology services will be for an online database for *The Tennessean*.

Non-Competitive Contract Request

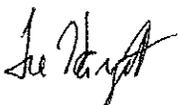
NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: AgSprs.Agspr@sate.tn.us

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

| | | | |
|---|--|--|--|
| Request Tracking # | 30504024--11 | | |
| Contracting Agency | Tennessee State Library and Archives | | |
| Proposed Contractor | ProQuest LLC | | |
| Proposed Contract Period – with ALL options to extend exercised <i>The proposed contract start date shall follow the approval date of this request.</i> | 60 months | | |
| Maximum Contract Cost – with ALL options to extend exercised | \$ 362,829.00 | | |
| Office for Information Resources Endorsement <i>– information technology service (N/A to THDA)</i> | <input type="checkbox"/> Not Applicable | <input checked="" type="checkbox"/> Attached | |
| eHealth Initiative Support <i>– health-related professional, pharmaceutical, laboratory, or imaging service</i> | <input checked="" type="checkbox"/> Not Applicable | <input type="checkbox"/> Attached | |
| Human Resources Support <i>– state employee training service</i> | <input checked="" type="checkbox"/> Not Applicable | <input type="checkbox"/> Attached | |
| Has the contracting agency bought the subject service before? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, it was procured by... <input checked="" type="checkbox"/> RFP <input type="checkbox"/> Another Competitive Method <input type="checkbox"/> Non-Competitive Negotiation | | | |
| Service Description – brief <u>summary</u> only – do NOT restate the proposed scope of service To provide statewide access for <i>The Tennessean</i> for all residents of Tennessee | | | |
| Explanation of Need for or Requirement Placed on the State to Acquire the Service Access to current editions and archived copies of <i>The Tennessean</i> for statewide use | | | |
| Name & Address of the Contractor's Principal Owner(s) – NOT required for a TN state education institution ProQuest LLC is headquartered in Ann Arbor: 789 East Eisenhower Parkway, Ann Arbor, Michigan, 48106-1346 | | | |
| Evidence Contractor's Experience & Length Of Experience Providing the Service ProQuest has a long history of online products and access for database services for libraries across the nation | | | |
| Efforts to Identify Reasonable, Competitive, Procurement Alternatives | | | |

| | |
|--|-------------|
| Request Tracking # | 30504024-11 |
| As ProQuest is the only vendor with database access to <i>The Tennessean</i>, no other alternatives could be identified. | |
| Justification – specifically explain why non-competitive negotiation is in the best interest of the state ProQuest LLC is the sole provider for database access to <i>The Tennessean</i>. Included is the sole-source letter from ProQuest LLC. | |
| Agency Head Signature and Date – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i> | |
|  4/28/11 | |



CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

| | | | |
|---------------------------------|-------------------------------|---|----------------------------------|
| Begin Date 07/01/2011 | End Date 06/30/2016 | Agency Tracking # 30504-02411 | Edison Record ID 27570 |
|---------------------------------|-------------------------------|---|----------------------------------|

| | |
|---|----------------------------------|
| Contractor Legal Entity Name ProQuest LLC | Edison Vendor ID 24409 |
|---|----------------------------------|

| | | |
|---|---------------|---|
| Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor | CFDA # | FEIN or SSN (optional) 39-2053855 |
|---|---------------|---|

Service Caption (one line only)
For database services.

| FY | State | Federal | Interdepartmental | Other | TOTAL Contract Amount |
|---------------|---------------------|---------|-------------------|-------|-----------------------|
| 2012 | \$69,995.00 | | | | \$69,995.00 |
| 2013 | \$69,995.00 | | | | \$69,995.00 |
| 2014 | \$72,095.00 | | | | \$72,095.00 |
| 2015 | \$74,258.00 | | | | \$74,258.00 |
| 2016 | \$76,486.00 | | | | \$76,486.00 |
| TOTAL: | \$362,829.00 | | | | \$362,829.00 |

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

Ownership/Control

African American
 Asian
 Hispanic
 Native American
 Female
 Person w/Disability
 Small Business
 Government
 NOT Minority/Disadvantaged
 Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

RFP The procurement process was completed in accordance with the approved RFP document and associated regulations.
 Competitive Negotiation The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.
 Alternative Competitive Method The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
 Non-Competitive Negotiation The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.
 Other The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with all interested parties or all parties in a predetermined "class."

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Pose Case

OCR USE - FA

FA1236195

| | |
|-------------------|---------------------|
| Speed Code | Account Code |
|-------------------|---------------------|

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF STATE,
TENNESSEE STATE LIBRARY AND ARCHIVES
AND
PROQUEST LLC**

This Contract, by and between the State of Tennessee, Department of State, Tennessee State Library and Archives, hereinafter referred to as the "State" and ProQuest LLC, hereinafter referred to as the "Contractor," is for the provision of statewide online access to *The Tennessean*, as further defined in the "SCOPE OF SERVICES."

The Contractor is a Limited Liability Company.

Contractor Federal Employer Identification, Social Security, or Edison Registration ID # 39-2053855
Contractor Place of Incorporation or Organization: 789 East Eisenhower Parkway, Ann Arbor Michigan, 48106-1346.

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The Tennessee Electronic Library seeks on-line access to *The Tennessean*. Access should include the current edition and archival back files.
- A.3. Access to the databases must be available 24 hours a day, 7 days a week with notice given to the State if scheduled downtime is to occur. Scheduled downtime must be minimal.
- A.4. Participating institutions use a variety of protocols to access electronic materials, but the World Wide Web (HTTP protocol) is the currently preferred method of access. The speed and method of Internet connections varies from site to site among the participants.
- A.5. Access will be provided to all residents of Tennessee, including 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 libraries; and clientele and staff of not-for profit special libraries. This will translate into a variety of access options from remote access for academic and school students through a campus network to dial-up access through commercial ISPs for home access.
- A.6. The State contracts with a third-party vendor for geo-location authentication services. The Contractor will be required to participate in this authentication mechanism.
- A.7. The Contractor will be provided a list of TEL libraries and Contractor will provide any technical expertise necessary to establish any additional authentication mechanisms. The Contractor shall be compensated upon satisfactory completion of the authentication process. To see a list of the current TEL access points, please see www.tennessee.gov/tsla/tel. After the initial authentication process, the Contractor will authenticate additional libraries within 10 days of notification by the Tennessee State Library that the library or library system is eligible.
- A.8. The Contractor must provide a client interface for individual libraries to access reports and modify settings such as those for proxy server access, OpenURL, and user preferences. There must be web-based, end-user documentation and context sensitive help throughout the interface.
- A.9. The patron interface must allow searching via standard library search strings as well as an advanced search feature. Libraries must be able to search content with standard federated searching tools.

A.10. The Contractor must provide routine statistical reports as well as the capability to run reports on an as-needed basis. These reports must be configurable to run on consortium or individual library levels.

A.11. Requested services should include unlimited access for all eligible libraries, networks and systems. All of the databases must be housed on secure servers owned, operated, and maintained (maintenance to include daily backups that can be used if system failure occurs to prevent any downtime to patrons) by the vendor.

B. CONTRACT PERIOD:

B.1. This Contract shall be effective for the period beginning July 1, 2011, and ending on June 30, 2016. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Three hundred sixty-two thousand eight hundred twenty-nine dollars (\$362,829.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

| Service Description | Amount (per compensable increment) |
|--------------------------------|---------------------------------------|
| Annual Cost of service, Year 1 | \$69,995.00 |
| Annual Cost of service, Year 2 | \$69,995.00 |
| Annual Cost of service, Year 3 | \$72,095.00 |

| | |
|--------------------------------|-------------|
| Annual Cost of service, Year 4 | \$74,258.00 |
| Annual Cost of Service, Year 5 | \$76,486.00 |

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Wendy Cornelisen, Special Projects Coordinator
Tennessee State Library and Archives
403 7th Avenue North
Nashville, TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice Number (assigned by the Contractor)
- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Department of State, Tennessee State Library and Archives
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess

of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment One, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.

- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public

liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Wendy Cornelisen, Special Projects Coordinator
Tennessee State Library and Archives
403 7th Avenue North
Nashville, TN 37243
Wendy.Cornelisen@tn.gov

Telephone # 615-532-4627
FAX # 615-532-9904

The Contractor:

Dawn Branham, Senior Manager, Global Customer Support
ProQuest LLC
789 East Eisenhower Parkway
Ann Arbor, MI 48106-1346
Dawn.Branham@proquest.com
Telephone # (800)521-0600, ext. 2447
FAX # (734)997-4210

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

E.6. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.7. Ownership of Software and Work Products.

- a. Definitions.
 - (1) "Contractor-Owned Software," which shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
 - (2) "Custom-Developed Application Software," which shall mean customized application software developed by Contractor solely for State.
 - (3) "Rights Transfer Application Software," which shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
 - (4) "Third-Party Software," which shall mean software not owned by the State or the Contractor.

(5) "Work Product," which shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the system solution includes Rights Transfer Application Software, the definition of Work Product shall also include such software.

b. Rights and Title to the Software

- (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted herein.
- (2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer and/or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties, and Contractor shall cooperate fully in the foregoing endeavors.
- (3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted thereby.

c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.

d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

IN WITNESS WHEREOF,

PROQUEST LLC:



28 June 2011

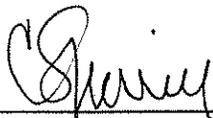
CONTRACTOR SIGNATURE

DATE

Dawn M. Branham
Sr Manager, Global Customer Support

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF STATE, TENNESSEE STATE LIBRARY AND ARCHIVES:



6/29/11

CHARLES A. SHERRILL, STATE LIBRARIAN AND ARCHIVIST

DATE

DEPARTMENT OF STATE:



6/29/11

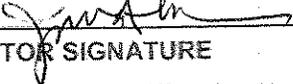
TRE HARGETT, SECRETARY OF STATE

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

| | |
|--|--------------|
| SUBJECT CONTRACT NUMBER: | |
| CONTRACTOR LEGAL ENTITY NAME: | ProQuest LLC |
| FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number) | 39-2053855 |

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.


CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

Jill A. Hutton Director Human Resources

PRINTED NAME AND TITLE OF SIGNATORY

June 28, 2011

DATE OF ATTESTATION

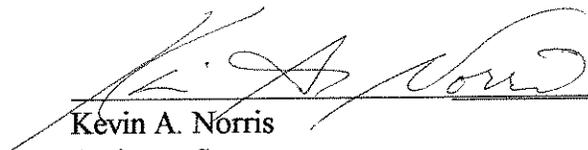
DELEGATION OF AUTHORITY

Current Date: June 28, 2011

The Undersigned, **Kevin A Norris**, Officer of ProQuest LLC, a Delaware Limited Liability Company, does hereby confirm that **Jill Hutton** has full power and authority in her capacity as Director, Human Resources to act on behalf of ProQuest in connection with the Contract between ProQuest LLC as the Contacted Party and The State of Tennessee, Department of State, Tennessee State Library and Archives including the execution and delivery of the Attestation Re Personnel Used In Contract Performance and any other documents which are necessary and proper and in the best interest of the ProQuest in consummating the transaction.

Corporate Seal:




Kevin A. Norris
Assistant Secretary
ProQuest LLC



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
ACH (AUTOMATED CLEARING HOUSE) CREDITS (Not Wire Transfers)**

NAME ProQuest LLC

Federal Identification Number or Social Security Number 39-2053855
(under which you are doing business with the State)

Note: see also W-9 form attached.

I (We) hereby authorize the State of Tennessee, hereafter called the STATE, to initiate credit entries to my (our) (select type of account) XX CHECKING or SAVINGS account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such account.

This authority is to remain in full force and effect until the STATE has received written notification from me (or one of us) of its termination in such time and in such manner as to afford the STATE and DEPOSITORY a reasonable opportunity to act on it.

Have you ever received payments from the State through ACH? (Yes or No). If yes, do you intend for this account information to replace existing account information currently used by the State? (Yes or No). If yes, please specify account that should be changed: ABA No. Account No. . Is this authorization only for certain types of payments? (Yes or No). If yes, please indicate types:

Many banking institutions use different numbers for ACH. Please call your bank for verification of ACH transit and account number.

Bank official contacted: Phone No.

DEPOSITORY/BANK NAME Bank of America BRANCH 1101 Wootton Parkway 4th Floor
CITY Rockville STATE MD 20852
ACH TRANSIT / ABA NO. 052001633 ACCOUNT NO: 4460 1165 8131
NAME(S) Patrick M Banda II
Treasurer (Please print names of authorized account signatory)

DATE 6/28/11 SIGNED X Patrick M Banda II SIGNED X

PLEASE ATTACH A VOIDED CHECK (OR FOR SAVINGS ACCOUNTS, A DEPOSIT SLIP): Not available

PLEASE INDICATE ADDRESS TO WHICH YOU WOULD LIKE YOUR REMITTANCE ADVICES ROUTED WHEN PAYMENTS ARE PROCESSED:
6216 Paysphere Circle
Chicago IL 60674

Contact name: Cashier, Cash Office e-mail: cashoffice@proquest.com
Telephone No.: 734-707-7150 800-521-0600 x77150

| |
|---|
| FOR STATE USE ONLY: CONTACT AGENCY _____ CONTACT PERSON _____ PHONE NUMBER _____ |
|---|

SUBSTITUTE W-9 FORM
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

1. Please complete general information:

(CSA LP)

Taxpayer Name Cambridge Scientific Abstracts LP Phone Number 734-761-4700

Business Name (if applicable) ProQuest LLC

Address 789 East Eisenhower Parkway

City Ann Arbor State MI ZIP Code 48108

2. Circle the most appropriate category below: (please circle only one)

- 1) Individual (not an actual business)
- 2) Joint account (two or more individuals)
- 3) Custodian account of a minor
- 4) a. Revocable savings trust (grantor is also trustee)
b. So-called trust account that is not a legal or valid trust under state law
- 5) Sole proprietorship (using a social security number for the taxpayer ID)
- 6) Sole proprietorship (using a federal employer identification number for taxpayer ID)
- 7) A valid trust, estate, or pension trust CSA LP is a limited Partnership
- 8) Corporation
- 9) Association, club, religious, charitable, educational, or other non-profit organization (for entities that are exempt from federal tax, use category 13 below)
- 10) Partnership ProQuest is a Limited Liability
- 11) A broker or registered nominee company (see attached)
- 12) Account with the US Department of Agriculture in the name of a public entity that receives agricultural program payments
- 13) Government agencies and organizations that are tax-exempt under Internal Revenue Service guidelines (i.e., IRC 501(c)3 entities)

See attached
W-9 Form

3. Fill in your taxpayer identification number below: (please complete only one)

1) If you circled number 1-5 above, fill in your Social Security Number.

2) If you circled number 6-13 above, fill in your Federal Employer Identification Number (EIN).

For ProQuest: 39-2053855 CSA LP: 52-1261256
on invoices

4. Sign and date the form:

Certification - Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number. If I circled category 13 above, I also certify that my agency or organization is tax-exempt per Internal Revenue Service guidelines and not subject to backup withholding.

Signature Patrick M. Randall Date 6/28/11

Title (if applicable) Treasurer

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
Cambridge Scientific Abstracts LP

Business name/disregarded entity name, if different from above
ProQuest LLC Employer Identification Number 39-2053855

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
789 East Eisenhower Parkway

City, state, and ZIP code
Ann Arbor MI 48108

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Social security number | | | | | | | | |
|------------------------|--|--|---|--|--|--|--|--|
| | | | - | | | | | |

| Employer identification number | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|
| 5 | 2 | - | 1 | 2 | 6 | 1 | 2 | 5 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person *[Signature]* Date ▶ **28 June 2011**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a); any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 7 ² |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ³ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ³ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor ³ |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.