



# LIBRARY OF VIRGINIA

Sandra Gioia Treadway  
Librarian of Virginia

## STANDARD CONTRACT LVA-MAT-22-007

This Contract entered by EBSCO Information Services, LLC, 10 Estes Street, Ipswich, MA 01938 hereinafter called the "Contractor" and Commonwealth of Virginia (Commonwealth) through the Library of Virginia, 800 East Broad Street, Richmond, Virginia 23219 on behalf of Mid-Atlantic Library Alliance, Inc. hereinafter called the "Library or LVA" and "MALiA".

WITNESSETH that the Contractor and the Library, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF CONTRACT:** The Contractor shall provide goods/services to the Purchasing Agency as set forth in the Contract Documents.

**PERIOD OF PERFORMANCE:** July 1, 2022 through June 30, 2025 with two one-year optional renewals.

The contract documents shall consist of the following and will be incorporated herein:

1. This signed form,
2. The following portions of the Request for Proposals dated February 1, 2022, and
  - a. The Statement of Needs
  - b. The General Terms and Conditions
  - c. The Special Terms and Conditions
  - d. Attachment B
  - e. Attachment C
  - f. Addendum #1
  - g. Contractor's Addendum
3. The Contractor's Proposal dated February 9, 2022 and negotiation points dated April 6, 2022.

**STATUS OF PERSONNEL:** MALiA has been designated as the Library administrator for this Agreement.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

LIBRARY

Signature: <i>Alex Saltzman</i>	Signature: <i>Diana K. Hines</i>
Title: Senior VP, Inside Sales	Title: <i>Deputy FAS</i>
Date: 4/12/2022	Date: <i>4/13/22</i>

**Note:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.

800 East Broad Street  
Richmond, Virginia 23219

[www.lva.virginia.gov](http://www.lva.virginia.gov)

804.692.3500 phone  
804.692.3976 tty

**COMMONWEALTH OF VIRGINIA AGENCY  
ADDENDUM TO CONTRACTOR'S STANDARD FORM**

AGENCY NAME: Library of Virginia on behalf of Mid-Atlantic Library Alliance, Inc. (MALiA)  
ADDRESS: 800 East Broad Street Richmond, VA 23219  
CONTRACTOR NAME: EBSCO  
ADDRESS:

TITLE OF ATTACHED FORMS: EBSCO License Agreement Standard, Data Processing Addendum and Library eContent Agreement

The Commonwealth and the Contractor are this day entering into a contract, and for their mutual convenience, the parties are using the attached form agreement provided by the Contractor. Nevertheless, the parties agree that this Addendum is incorporated into and amends the form agreement, as provided below.

Notwithstanding anything in the attached form agreement, the payments to be made by the Commonwealth for all goods, services and other deliverables under this contract shall not exceed \$0.00 payments will be made only upon the Agency's receipt of a proper invoice detailing the goods/services provided. The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. All actions of the Contractor relating in any way to Agency shall be as an independent contractor, and not as an agent or employee of the Agency.

The Contractor's form agreement is, with the exceptions noted herein, acceptable to the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the Commonwealth, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties specifically agree that, notwithstanding any provisions appearing in the attached form agreement, none of the following shall have any effect or be enforceable against the Commonwealth:


1. Requiring the Commonwealth to obtain or maintain any type of insurance;
2. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;
3. Requiring or stating that the terms of the Contractor's form agreement shall prevail over this Addendum;
4. Requiring the Commonwealth to defend, indemnify or to hold the Contractor harmless for third party claims of any kind;
5. Imposing interest charges exceeding those permitted by *Code of Virginia, § 2.2-4347 through 2.2-4354, Prompt Payment*;
6. Requiring the application of law other than Virginia law in interpreting or enforcing the contract, or requiring or permitting that any dispute under the contract be resolved in any court other than an appropriate state circuit court in Virginia;
7. Requiring the Commonwealth to pay liquidated damages, or requiring the Commonwealth to make any payment for lost revenue or profits if the contract is terminated before its ordinary period;
8. Requiring that the contract be accepted or endorsed by the home office or by any other person subsequent to execution by the undersigned Agency representative before the contract is considered in effect, or otherwise delaying the formation or effective date of the contract to a time later than execution of the contract by the undersigned Agency representative;
9. Requiring the Agency to agree to or be subject to any form of equitable relief not authorized by the Constitution or laws of Virginia;


10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury;
12. Permitting unilateral modification of this contract by the Contractor, or deeming the Commonwealth to agree to a modification by means other than affirmatively signing a modification agreement on paper;
13. Binding the Commonwealth to any arbitration process or decision;
14. Obligating the Commonwealth to pay costs of collection or attorney's fees;
15. Granting the Contractor a security interest in property of the Commonwealth.
16. Granting any right or incurring any obligation that is beyond the legal authority of the undersigned Agency to empower its contract officers to grant or incur on behalf of the Commonwealth, or requiring the Commonwealth to violate any applicable law or regulation.

In addition, the parties agree that the contract between them shall be deemed to incorporate provisions that the Virginia Public Procurement Act requires to be included in Commonwealth contracts. These can be found in the following Sections of the *Code of Virginia*: § 2.2-4363 (procedure for filing claims); § 2.2-4354 (requirement to pay subcontractors); § 2.2-4311 (non-discrimination in contracts above \$10,000); § 2.2-4312 (drug-free workplace in contracts above \$10,000); § 2.2-4311.1 (compliance with federal immigration law); and § 2.2-4311.2 (authorization to transact business in Virginia, if legally required).

This contract, consisting of this Addendum and the attached form agreement, constitutes the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

AGENCY by   
 Title Deputy, FAS  
 Date 4/13/22

CONTRACTOR by   
 Title Senior VP, Inside Sales  
 Date 4/12/2022

**The Agency does not discriminate against faith-based organizations.**



Sconzo, Nancy &lt;nancy.sconzo@lva.virginia.gov&gt;

---

**Re: RFP: LVA-MAT-22-007**

1 message

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**Sconzo, Nancy** <nancy.sconzo@lva.virginia.gov>

Wed, Apr 6, 2022 at 3:32 PM

To: Dianah Tsilifonis &lt;dtsilifonis@ebSCO.com&gt;

Cc: Ed Roche &lt;ERoche@ebSCO.com&gt;, Scott Roberts &lt;SRoberts@ebSCO.com&gt;, Alison Lane &lt;abriggs@ebSCO.com&gt;

Good afternoon,

Question #6 - **[EBSCO]** EBSCO is willing to sign. However, is it possible to clarify the amount of \$0.00 included in the second paragraph? Is this because we will not be invoicing MALIA directly, subscriptions/invoicing will be handled by individual MALIA members?

Yes

Thank you.

Nancy Sconzo, VCO, VCA  
Contract and Procurement Manager  
Library of Virginia  
804-692-3710  
800 East Broad Street  
Richmond, VA 23219  
[Nancy.Sconzo@lva.virginia.gov](mailto:Nancy.Sconzo@lva.virginia.gov)

On Wed, Apr 6, 2022 at 3:28 PM Dianah Tsilifonis &lt;dtsilifonis@ebSCO.com&gt; wrote:

Hi Nancy,

Please see responses and one additional question, provided below in **blue**:

1. The panel would like MALiA libraries to be able to use credits on existing EBSCO e-book subscriptions (instead of having to use them on new EBSCO products) II. Orders and Fulfillment - Page 20, Question 12 and IV. Overall Cost Consideration - Page 24, Question 8

**[EBSCO]** Yes, that would be fine.

2. The panel would like a 10% discount to each MALiA library based on table FTE price – remove discount rate dependency on number of subscribers – Vendor Attachment C, Additional pricing section, pp1-5. MALiA is not structured in a way that facilitates volume purchasing based on number of subscribers.

**[EBSCO]** EBSCO will agree to provide a flat 10% discount for each individual subscriber based on the applicable FTE tier, not aggregate. The participation discount for “Number of subscribers” will no longer apply.

3. Attachment C – II. Electronic Books – question 3 (page 36) The panel would like a 10% discount to each MALiA library based on table FTE prices in Vendor Attachment C, Additional pricing section – remove discount rate dependency on number of subscribers. MALiA is not structured in a way that facilitates volume purchasing based on number of subscribers.

**[EBSCO]** Agreed, with same conditions above.

4. Attachment C – II. Electronic Books – question 3 (page 36) Do the discounts apply no matter when libraries sign up?

**[EBSCO]** Yes.

5. General Terms and conditions – these are mandatory terms and cannot be changed. Special Term and Condition – Cancellation of Contract is a mandatory term and cannot be changed. Panel agrees to include EBSCO License and Library eContent Agreement, but in doing so will need the Contractor's addendum signed.

**[EBSCO]** With our license becoming a part of the contract, EBSCO can waive the exceptions/deviations included with our original proposal. Please see one question regarding the Contractor's Addendum below.

6. The panel is requiring the contractor's addendum to be signed in reference to EBSCO License Agreement Standard Data Processing Addendum.

**[EBSCO]** EBSCO is willing to sign. However, is it possible to clarify the amount of \$0.00 included in the second paragraph? Is this because we will not be invoicing MALIA directly, subscriptions/invoicing will be handled by individual MALIA members?

Please let us know your thoughts and any questions. We thank you again for this opportunity to negotiate.

Thank you!

Dianah

**Dianah Tsilifonis**

*Marketing Manager, Proposals & Copy*

dtsilifonis@ebSCO.com

(978) 414-0376

# EBSCO

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**From:** Sconzo, Nancy <[nancy.sconzo@lva.virginia.gov](mailto:nancy.sconzo@lva.virginia.gov)>  
**Sent:** Tuesday, April 5, 2022 7:28 AM  
**To:** Dianah Tsilifonis <[dtsilifonis@ebSCO.com](mailto:dtsilifonis@ebSCO.com)>  
**Subject:** Re: RFP: LVA-MAT-22-007

**CAUTION:** External E-mail

Dianah,

No, in order for us to include your EBSCO License Agreement Standard Data Processing Addendum and eContent forms in the contract, we are asking that you sign our contractor's addendum. I've attached a copy for your reference.

Thank you.

Nancy Sconzo, VCO, VCA

Contract and Procurement Manager

Library of Virginia

804-692-3710

800 East Broad Street

Richmond, VA 23219

[Nancy.Sconzo@lva.virginia.gov](mailto:Nancy.Sconzo@lva.virginia.gov)

On Mon, Apr 4, 2022 at 3:45 PM Dianah Tsilifonis <[dtsilifonis@ebSCO.com](mailto:dtsilifonis@ebSCO.com)> wrote:

Hi Nancy,

Can I ask a clarification – for this piece, you are just asking us to sign our own DPA, correct?

The panel is requiring the contractor's addendum to be signed in reference to EBSCO License Agreement Standard Data Processing Addendum.

Thank you!

Dianah

---

**From:** Dianah Tsilifonis  
**Sent:** Monday, April 4, 2022 1:34 PM  
**To:** [nancy.sconzo@lva.virginia.gov](mailto:nancy.sconzo@lva.virginia.gov)  
**Cc:** Ed Roche <[ERoche@EBSCO.COM](mailto:ERoche@EBSCO.COM)>; Alison Lane <[abriggs@EBSCO.COM](mailto:abriggs@EBSCO.COM)>  
**Subject:** FW: RFP: LVA-MAT-22-007

Hi Nancy,

Thank you for the notification and opportunity to negotiate. We will review with the team and get back to you soon.

Best,

Dianah

**Dianah Tsilifonis**

*Marketing Manager, Proposals & Copy*

[dtsilifonis@ebSCO.com](mailto:dtsilifonis@ebSCO.com)

(978) 414-0376

# EBSCO

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*This message and its contents are confidential. If you received this message in error, do not use or rely upon it. Instead, please inform the sender and then delete it.*

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**From:** Sconzo, Nancy <[nancy.sconzo@lva.virginia.gov](mailto:nancy.sconzo@lva.virginia.gov)>  
**Sent:** Monday, April 4, 2022 8:21 AM  
**To:** RFP Alerts <[rfpalerts@ebSCO.com](mailto:rfpalerts@ebSCO.com)>  
**Subject:** RFP: LVA-MAT-22-007

**CAUTION:** External E-mail

Good Morning,

The purpose of this email is to negotiate a possible contract between the LVA/MALiA and your company EBSCO Information Services.

LVA/MALiA has several negotiation/clarification points we would like to discuss. Please note that this is **not** an offer of award and these negotiation points have been selected by the panel.

The panel would like MALiA libraries to be able to use credits on existing EBSCO e-book subscriptions (instead of having to use them on new EBSCO products) II. Orders and Fulfillment - Page 20, Question 12 and IV. Overall Cost Consideration - Page 24, Question 8

The panel would like a 10% discount to each MALiA library based on table FTE price – remove discount rate dependency on number of subscribers – Vendor Attachment C, Additional pricing section, pp1-5. MALiA is not structured in a way that facilitates volume purchasing based on number of subscribers.

Attachment C – II. Electronic Books – question 3 (page 36) The panel would like a 10% discount to each MALiA library based on table FTE prices in Vendor Attachment C, Additional pricing section – remove discount rate dependency on number of subscribers. MALiA is not structured in a way that facilitates volume purchasing based on number of subscribers.

Attachment C – II. Electronic Books – question 3 (page 36) Do the discounts apply no matter when libraries sign up?

General Terms and conditions – these are mandatory terms and cannot be changed. Special Term and Condition – Cancellation of Contract is a mandatory term and cannot be changed. Panel agrees to include EBSCO License and Library eContent Agreement, but in doing so will need the Contractor's addendum signed.

The panel is requiring the contractor's addendum to be signed in reference to EBSCO License Agreement Standard Data Processing Addendum.

Please remember this process is **confidential** and we ask that you not share this information. We are requesting that you have your response returned by **9:00 a.m. on Thursday, April 7, 2022**.

Thank you.

Nancy Sconzo, VCO, VCA

Contract and Procurement Manager

Library of Virginia

804-692-3710

800 East Broad Street

Richmond, VA 23219



| | [Nancy.Sconzo@lva.virginia.gov](mailto:Nancy.Sconzo@lva.virginia.gov)

# EBSCO



## Mid-Atlantic Library Alliance, Inc. (MALiA)

RFP# LVA-MAT-22-007

Library Books, Music, and Video

March 3, 2022

Original



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Information Services

March 3, 2022

Library of Virginia, on behalf of Mid-Atlantic Library Alliance, Inc. (MALiA)  
Attn: Nancy Sconzo  
Purchasing Department  
800 East Broad Street  
Richmond, VA 23219

**RE: RFP# LVA-MAT-22-007 – Library Books, Music, and Video**

Dear Ms. Sconzo:

Thank you for the opportunity to respond to the Mid-Atlantic Library Alliance (MALiA) solicitation for various library materials. In response, EBSCO is pleased to offer electronic books through our *EBSCO eBooks* solution. More specifically, we are pleased to offer the following subscription collections:

- *EBSCO eBooks Academic Collection*
- *EBSCO eBooks K-8 Collection*
- *EBSCO eBooks High School Collection*
- *EBSCO eBooks Public Library Collection*

Totaling hundreds-of-thousands of titles, this offer presents a critical mass of content for research, reference, recreation and education. The best-selling *EBSCO eBooks* solution offers rich and varied collections, combined with our user-centric interfaces and cost-effective pricing. With this offer, MALiA libraries can easily meet the content needs of end users, optimize collection development and streamline library workflows, all on a maximized budget.

As you evaluate proposals, please do not hesitate to contact your EBSCO representative with any questions or requests:

- **Ed Roche**, *Sr. Vice President of Inside Sales*  
Office: (978) 414-0382 | Mobile: (518) 496-0079 | Email: [eroche@ebSCO.com](mailto:eroche@ebSCO.com)

We look forward to hearing from you and thank you again for your kind consideration.

Sincerely,

**Dianah Tsilifonis**  
*Marketing Manager, Proposals & Copy*  
(978) 414-0376  
[dtsilifonis@ebSCO.com](mailto:dtsilifonis@ebSCO.com)

REQUEST FOR PROPOSAL (RFP)

Issue Date: February 1, 2022

RFP# LVA-MAT-22-007

Title: Library Books, Music, and Video

Commodity Code: 71510 – Books, Curriculum Guides, Directories, Magazines, Pamphlets, Periodicals, Publications, Reprints, etc.  
71512 – Books, Reference (incl. CD versions) Dictionaries, Encyclopedias, etc.  
71535 – Electronic Publications: Directories, Dictionaries, Encyclopedia, etc.  
71505 – Audio Cassettes, Tapes and Compact Disks (prerecorded)  
71590 – Video Cassettes, Disks, Tapes, etc. (For Computer and TV, Prerecorded)

Issuing Agency: Library of Virginia, on behalf of  
Mid-Atlantic Library Alliance, Inc. (MALiA)  
Purchasing Department  
800 East Broad Street  
Richmond, VA 23219

Period of Contract: July 1, 2022 through June 30, 2025 with two-one year optional renewals

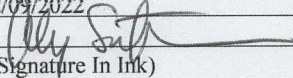
Submission of Electronic Proposals via the eVA Website will be received until **March 3, 2022 at 2:00 p.m. EST** For Furnishing The Goods Described Herein.

All Inquiries For Information Should Be Directed To: Nancy Sconzo [nancy.sconzo@lva.virginia.gov](mailto:nancy.sconzo@lva.virginia.gov). **No questions will be answered by phone or verbally. No questions will be accepted after 5:00 p.m. on February 15, 2022.**

In compliance with this Request for Proposals and to all the conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

DSBSD-certified Small Business No.  N/A

Name And Address Of Firm:  
 EBSCO Information Services, LLC   
 10 Estes Street   
 Ipswich, MA   
 Zip Code: 01938

Date:  02/09/2022   
By:     
( Signature In Ink )  
Name:  Alex Saltzman

eVA Vendor ID or DUNS #:  11-807-0086   
Fax Number:  (978) 356-5640   
E-mail Address:  RFPalerts@ebSCO.com

(Please Print)  
Title:  Sr. Vice President of Inside Sales   
Telephone Number:  (800) 653-2726

**NOTE:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.f in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.



**LIBRARY OF VIRGINIA**

**Sandra Gioia Treadway**  
*Librarian of Virginia*

**ADDENDUM NO. 1 TO ALL BIDDERS**

Reference: Request for Proposal: LVA-MAT-22-007

- 71510 – Books, Curriculum Guides, Directories, Magazines, Pamphlets, Periodicals, Publications, Reprints, etc.
- 71512 – Books, Reference (incl. CD versions) Dictionaries, Encyclopedias, etc.
- 71535 – Electronic Publications: Directories, Dictionaries, Encyclopedia, etc.
- 71505 – Audio Cassettes, Tapes and Compact Disks (prerecorded)
- 71590 – Video Cassettes, Disks, Tapes, etc. (For Computer and TV, Prerecorded)

Date: February 1, 2022

The above proposal is hereby changed to read or clarified by the following:

Reference, Attachment B: Service requirements Deemed Important in Consideration of Contractor Selections - Section III. Invoices and payment #7 change:

- 7. The vendor is able to accommodate Net 60 payment terms without imposing an extra charge.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

**Remarks:**

To read:

- 7. Is a penalty imposed for late payment of an invoice? If yes, indicate the time period and amount of the penalty.

Remarks:

Library of Virginia  
Purchasing Office  
800 East Broad Street  
Richmond, Virginia 23219

**Buyer: Nancy Sconzo**  
**RFP #: LVA-MAT-22-007**  
**RFP Due Date: March 3, 2022**

Offeror's Name:  
Offeror's Address:

Sincerely,  
*Nancy Sconzo*

Nancy Sconzo

EBSCO Information Services, LLC.

Name of Firm  
Ally Scott Sr. Vice President of Inside Sales

Signature/Title  
02/17/2022

Date

**MUST BE RETURNED WITH YOUR PROPOSAL**

## Executive Summary

Thank you for the opportunity to respond to the Mid-Atlantic Library Alliance (MALiA) solicitation for various library materials. In response to this request, EBSCO is pleased to present a selection of **EBSCO eBooks Subscription Collections**. As a tradition at EBSCO, we work to provide end users with the highest quality e-content and to optimize the acquisition process for libraries. In continuation of this tradition, our offer encompasses an unparalleled collection of electronic books and digital library services.

### EBSCO's Offer

To meet a variety of library types and interests, EBSCO is pleased to offer *EBSCO eBooks Subscription Collections*. Each of our subscription collections contains a large selection of titles across various subject areas to complement any library collection. Packages are offered on an annual subscription basis, with unlimited simultaneous user access for all titles at a fraction of the cost of purchase. In addition, content is added to each subscription collections throughout the year at no additional cost.

- *EBSCO eBooks Academic Collection*  
Offer the e-books your students can depend on for their research. This multidisciplinary collection includes thousands of e-books covering a large selection of academic subjects, and features e-books from leading publishers and university presses.
- *EBSCO eBooks K-8 Collection*  
This cost-effective e-book collection supports a quality learning experience for K-8 students, with content across subject areas commonly taught in elementary and middle schools. It's an effective way to provide educators with full-text e-books to support their curricula.
- *EBSCO eBooks High School Collection*  
Give students, educators and administrators on-the-go access to popular e-books. This robust collection is an easy and cost-effective way for libraries to provide full-text e-books that align with their school's curricula. It includes a selection of classic literary works, important historical documents and general reference materials.
- *EBSCO eBooks Public Library Collection*  
Give your patrons access to high-quality e-books covering a wide range of topics such as self-help, fitness, games, hobbies and cooking. This general reference e-book collection features titles for both adults and juveniles, as well as best-selling and recommended titles from leading publishers.

### Overall, benefits for libraries and end users include:

- High-quality publisher and university press representation, popular across libraries and audience levels
- Easy access in-library, at home and on-the-go, with options for online and offline reading
- Content for both leisure and learning, geared towards users of all ages
- Intuitive user and administrator interfaces, designed for accessibility and ease-of-use
- Enhanced interface appearance, interactive features and robust functionality
- A critical mass of authoritative content at a fraction of list price, for maximum cost-value
- No hosting, platform, access or delivery fees, and no mark-ups, making it a cost-effective solution
- Easy integration with existing library and discovery systems via complimentary MARCs



- Streamlined, simple access for current EBSCO customers, with minimal time between order and access
- Single searching alongside other EBSCO resources, including traditional research databases
- Valuable usage and collection development reports, available on demand
- Streamlined purchasing via dedicated sales representative
- No-cost implementation, training and marketing support services, available ongoing
- Advanced technical support for both end users and administrators, available 24/7/365

#### As a result, through EBSCO, MALiA could easily:

- ✓ Meet various library resource needs and end user interests
- ✓ Optimize library collection development and acquisition
- ✓ Simplify administrative workflows, with easy ordering and electronic delivery
- ✓ Increase digital usage with high-circulating, in-demand resources
- ✓ Create a sustainable, fresh collection on a maximized budget

### End User Platform

EBSCO e-books can be made available to end users via our renowned interfaces, including *EBSCO eBooks*, *EBSCOhost*, *Explora* and *EBSCO Discovery Service (EDS)*. These interfaces are currently in use by and familiar to libraries and end users across the mid-Atlantic region. Regardless of choice, they can easily browse, search, read, checkout and download titles offline, as well as access a range of enhancement features.

#### Overall benefits of the EBSCO platform include:

- Options for on-site, remote and mobile access, with convenient responsive design
- Compatibility with any internet-connected device and common web browser
- Intuitive basic and advanced search options, supporting general or specific needs
- Convenient search alerts, search history and RSS feed settings
- Detailed author, publisher and descriptive information for every title
- Synced access to e-book checkouts across devices via personal login
- Options to save, organize and return to favorite lists of titles
- Ability to create and share notes, chapters, permalinks to full text and more
- Interactive search within full-text features, with linked, highlighted results
- Instant e-book citation detail, with export to popular bibliographic software
- Ability to print, email and save PDF versions of full-text content
- Simple offline download for maximized portability and convenience
- No limits on the number of times a title can be checked out
- Adjustable font size/zooming options, for a customized reading experience
- Advanced multilingual support, with built-in translation for interface features and functionality

### Value-Added Services

In addition to the above, EBSCO can offer MALiA several value-added benefits of partnership. At no additional charge, these include:

- **Seamless Integration.** EBSCO e-books can be accessed alongside databases and other resources via the EBSCOhost, Explora and EDS interfaces. EBSCO also provides MARC records for all titles that can be integrated with any library website, third-party discovery services and ILS solutions.
- **Minimal Lead-In.** For current EBSCO customers, *EBSCO eBooks* can be added to an existing EBSCO profile in as little as 24-48 hours. For new customers, EBSCO can ensure prompt setup, typically in 7-10 business days. Familiarity with the interface would also afford minimal need for training.
- **Enhanced Accessibility.** EBSCO offers easy-to-use, accessible search interfaces designed to be user friendly and convenient for all library users and student researchers.
- **Advanced Security.** The privacy and protection of customer and library data is of the utmost importance to EBSCO. Many of our products are certified compliant with the ISO 27001 security framework, including *EBSCO eBooks*, evidencing our commitment to industry standards.
- **Local and Remote Access.** Local and remote access is available to all users, with various options for user authentication, including by IP address, referring URL, individual User ID/Password, etc.
- **Complimentary Training and Marketing.** EBSCO can provide customized training support to help maximize administrator and end user success with EBSCO resources. We can also offer marketing support to help the library promote its EBSCO resources.
- **Industry-Leading Customer Service.** EBSCO places the needs of customers at the forefront of product development, implementation and support strategies. Customer surveys consistently rank EBSCO with a customer satisfaction rating well over 90%.
- **History and Strength.** EBSCO's commitment to customers and understanding of their needs has contributed to the company's success and growth in the information industry over 75 years. EBSCO maintains a Dun & Bradstreet financial strength rating of 5A1—the highest awarded—which not only speaks to our financial strength, but underscores the importance placed on providing outstanding service.
- **Dedicated Project Management.** EBSCO provides each customer with an experienced project management team to assist with implementation, ongoing collection development, training and support, as needed. This team and these support services will be available throughout the life of your relationship with EBSCO.
- **Guaranteed Uptime.** With thousands of customers, serving millions of end users, EBSCO's technical experience in delivering online content to libraries is second to none. EBSCO manages multiple worldwide redundant data centers to ensure 24 hour-a-day and 365 day-a-year availability of our products and services, with a guaranteed uptime of 99.9% a year.

## Summary

We thank you again for extending this invitation to present the *EBSCO eBooks* digital library solution. In all EBSCO does, we strive to be a partner with libraries. With a commitment to building strong relationships across the mid-Atlantic region, EBSCO's goal is to assist MALiA in delivering the highest quality, yet cost-effective solution for developing and enhancing member library e-book collections, with maximized efficiency.

**ATTACHMENT A**

**OFFEROR DATA SHEET - MUST BE FILLED OUT**

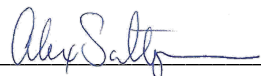
Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. (In the case of a two-step IFB, it may cause the proposal portion to be determined to be not acceptable.)

- 1. **Qualification:** The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements. **EBSCO confirms we have the capability and capacity.**
- 2. **Vendor's Primary Contact:**  
Name: Ed Roche, VP of Field Sales Phone: (978) 414-0382
- 3. **Years in Business:** Indicate the length of time you have been in business providing this type of good or service:  
78 Years        Months
- 4. Vendor Information: eVA Vendor ID or DUNS Number: 11-807-0086

Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is serving, has serviced, or has provided similar good. Include the length of service and the name, address and telephone number of the point of contact.

- A. Company: Loudoun County Public Schools Contact: Sapna Venkatachalam  
Email: sapna.venkatachalam@lcps.org  
Project: EBSCO provides EBSCO eBooks, databases, digital magazines, and more.  
Dates of Service: Since 2013 \$ Value: Contract values are confidential.
- B. Company: Charlotte Mecklenburg Libraries Contact: Caitlin Moen  
Email: cmoen@cmlibrary.com  
Project: EBSCO provides EBSCO eBooks and databases.  
Dates of Service: Since 2012 \$ Value: Contract values are confidential.
- C. Company: Hosting Solutions and Library Consulting (HSLC) Contact: Vince Mariner  
Email: vmariner@hslc.org  
Project: EBSCO provides EBSCO eBooks and databases.  
Dates of Service: Since 2011 \$ Value: Contract values are confidential.
- D. Company: San Jose Public Library Contact: Megan Hicks  
Email: megan.hicks@sjlibrary.org  
Project: EBSCO provides EBSCO eBooks, databases, Flipster, and more.  
Dates of Service: Since 2012 \$ Value: Contract values are confidential.

I certify the accuracy of this information.

Signed:  Title: Sr. Vice President of Inside Sales Date: 02/11/2022

## Attachment B

### Service Requirements Deemed Important in Consideration of Contractor Selection

**Offerors shall return a completed copy of this attachment with their proposals, fully addressing each requirement/question. Additional documents may be attached only if necessary.**

Please note, EBSCO is only responding to the **Electronic Books** category. The response sections for Print Books, Audiobooks, Music and Video will be omitted.

#### I. Company Data

- 1. Describe the vendor's related work experiences that would demonstrate ability to fulfill the contract. Include the extent to which the vendor is actively engaged in supplying materials to libraries of the type listed in this RFP.**

Having been in business for more than 75 years, EBSCO is dedicated to developing technology and solutions that support the needs of customers and create strong user experiences. As a leading provider of content and technology for libraries worldwide, EBSCO offers a suite of feature-rich platforms and tools for building and administering collections, analyzing usage, integrating with library systems and delivering content to end users. Since 2010, this has included *EBSCO eBooks*.

Continuing our tradition of working to satisfy user content needs and optimize library acquisition, *EBSCO eBooks* not only represents an unparalleled collection of titles, but also one of the most comprehensive digital library solutions. Combining EBSCO's wide selection of content and intuitive, user-friendly interface with simple, value-added options for subscription and acquisition, EBSCO provides the ultimate solution for building, maintaining and expanding a digital library collection.

Additional benefits overall include:

- No fees and no markups on any title, making it a cost-effective option
- A simple download process to computers, tablets and popular mobile devices
- Complimentary collection development tools and assistance
- MARC records available for every title, at no additional charge
- Valuable usage and collection development reports, available on demand
- No-cost implementation, training and ongoing support services

As a result, through *EBSCO eBooks*, libraries can easily meet the content needs of users, optimize collection development, streamline workflows and increase e-book usage, all while maximizing budget.

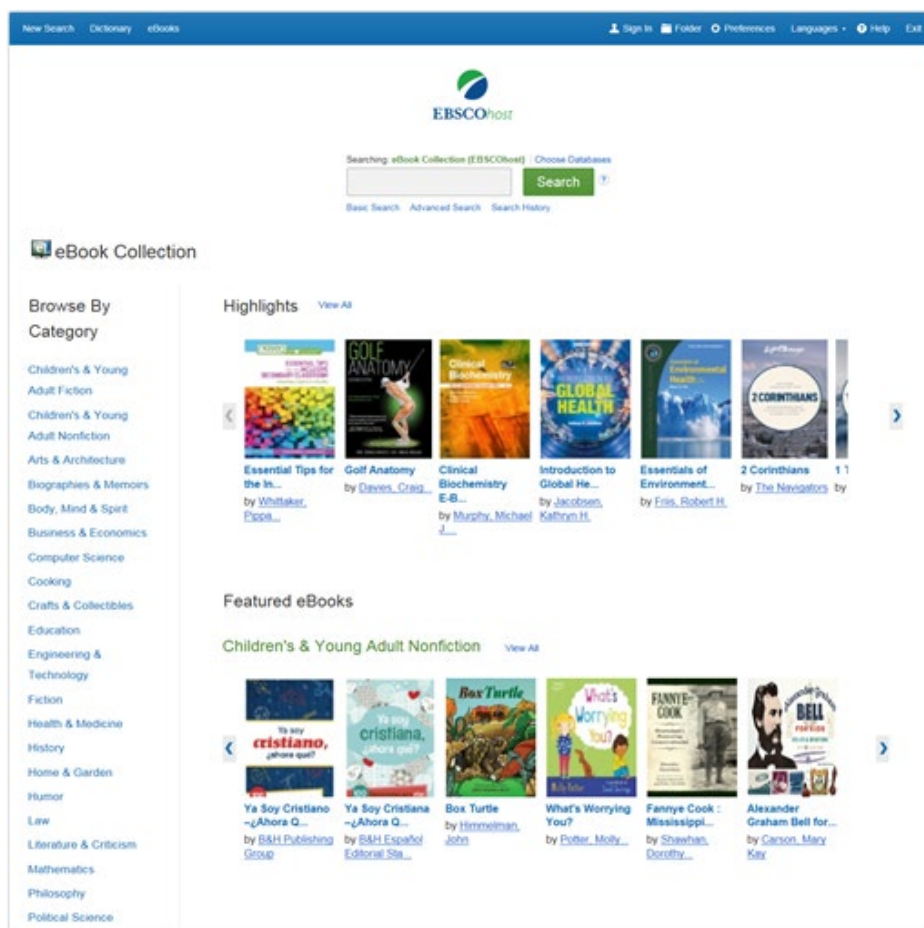
Over the years, EBSCO has acquired industry experience and expertise working with libraries of all kinds—across cities, states, provinces and nations. This has included many systems comparable in size and complexity to MALiA. In support of these contracts, EBSCO has worked

(Section I, Question 1)

with each customer to develop pricing models and contract structures that meet the individual needs of their libraries and end users, from subscription-based to ownership-driven acquisitions. Solutions have been structured to meet the diverse needs of libraries and their members, considering annual budgets, collection resource gaps and overarching goals.

Currently, EBSCO serves thousands of libraries, reaching millions of end users. In addition to a large quantity of individual customers, this includes statewide contracts in place across 44 states in the US, each representing a combination of services through databases, e-book collections and more. Each of these contracts includes some combination of public libraries, school districts, academic, special and tribal libraries across the territory.

For examples of individual implementations and success stories, please review the customer profiles featured on EBSCO’s website: <https://www.ebsco.com/success-stories>.



The EBSCO eBooks Interface

2. What is the vendor’s total staff size and where are they located?

EBSCO’s headquarters is located in Ipswich, Massachusetts, with satellite office locations worldwide. As of February 2022, EBSCO employs more than 2,900 individuals.

**3. What is the approximate number of libraries the vendor serves in each of the following categories?**

**Public** 12,377 **Academic** 4,624 **School** 45,757 **Special** 2,415

*\*Please note, these figures represent the current number of e-book accessing customers, only within the United States.*

**4. Describe the vendor’s financial stability, available equipment, and other resources that will ensure the delivery of acceptable services to MALiA.**

EBSCO Information Services, LLC (EBSCO) is a wholly owned subsidiary of EBSCO Industries, Inc., one of the largest privately held companies in the United States. Established in 1944 as a magazine subscription agent, EBSCO Industries has provided libraries worldwide with one qualified source for all of their serial information needs over 75 years.

EBSCO’s commitment to customers and understanding of their information needs has contributed to the company’s success and growth over time. According to *Forbes* magazine, EBSCO’s annual sales are estimated at \$3 billion, which (as of 2021) make it the 157<sup>th</sup> largest private corporation in the US.

EBSCO maintains a Dun & Bradstreet financial strength rating of 5A1, the highest awarded, which not only underscores the company’s financial responsibility, but also speaks to the importance placed on providing outstanding, ethical service.

We also manage multiple redundant data centers worldwide to ensure 24 hour-a-day and 365 day-a-year availability of our products and services, with a guaranteed uptime of 99.9% a year.

Furthermore, to ensure that we deliver the best price and service, we have dedicated collection development and publisher relations teams that take a collaborative, high-touch approach to managing publisher and supplier relationships. By performing ongoing, rigorous analysis of our holdings and by paying close attention to the market at large, we can identify discrepancies and weaknesses in pricing, modelling and title availability. Our publisher relations team then brings this information to our publishing partners during frequent check-in calls to discuss their status and any opportunities we have identified that would allow them to better serve customers. In addition to maintaining relationships with our current partners, our collection development and sales teams are always identifying new, valuable publishers and distributors from around the world, and working with our publisher relations team to onboard their content.

**5. What categories of materials will the vendor supply? (check all that apply):**

- Books: Print**
- Books: Electronic**
- Books: Audio**
- Music**
- Video**

6. If vendor will be supplying Print Books:

**This section is not applicable. EBSCO will not be supplying Print Book content.**

7. If vendor will be supplying Electronic Books:

a. **Approximate number of e-book publishers/distributors the vendor can supply:**

As a longtime leader in the provision of digital resources, EBSCO currently offers one of the most diverse collections of e-books. Within this collection, more than 1,400 contract publishers and their individual imprints are represented—including many of the most highly regarded in Academic, K-12 and Public Library spaces. Additionally, EBSCO actively solicits new publisher partnerships ongoing, targeting those of value to the overall collection. For your reference, please find a listing of current contract publishers included as [Appendix 1](#).

Specific to the collections proposed for MALiA:

The **EBSCO eBooks Academic Collection** features 210,000 e-books from nearly 1,400 publishers, including:

- Cambridge University Press
- De Gruyter
- Elsevier
- Harvard University Press
- John Wiley & Sons
- Oxford University Press
- Sage Publications
- State University of New York Press
- Taylor & Francis
- University of California Press

The **EBSCO eBooks High School Collection** features 12,000 e-books from more than 470 publishers, including:

- Bloomsbury
- Brill
- Independent Publishers Group
- Orca Book Publishers
- Saddleback Educational Publishing
- Salem Press
- University of California Press

The **EBSCO eBooks K-8 Collection** features 15,000 e-books from more than 230 publishers, including:

- Brill Academic Publishers
- Harvard University Press
- Indiana University Press
- Oxford University Press USA
- Rutgers University Press
- Sage Publications, Ltd.
- Taylor & Francis

(Section I, Question 7a)

And the **EBSCO eBooks Public Library Collection** features 49,000 e-books from nearly 1,300 publishers, including:

- Abdo Publishing Group
- Crabtree Publishing
- Independent Publishers Group
- John Wiley & Sons
- Lerner Publishing Group
- Rourke Publishing
- Rowman & Littlefield Publishing

For full title lists and publishers per collection, please refer to the product descriptions included with the [Additional Pricing Information](#).

**b. Approximate number of e-book titles the vendor currently supplies:**

The overall *EBSCO eBooks* collection comprises more than 2.2 million titles, with tens of thousands more added monthly. As content is acquired, EBSCO Collection Development Librarians will refresh and create a variety of pre-packaged e-book collections, including our popular subscription options that are offered to MALiA. New titles are added to each subscription collection quarterly at no additional cost. Please see additional title count information for each proposed collection above.

**c. Types of e-books you can supply (check all that apply):**

- Fiction
- Nonfiction
- Current/Popular
- Reference
- Graphic Novels
- University Press
- Other: \_\_\_\_\_

The overall *EBSCO eBooks* collection includes content from top scholarly, trade, STM and reference publishers, including renowned University Presses. It also represents the most popular fiction and nonfiction houses, including those with graphic novels. We offer frontlist, best-selling and award-winning titles, as well as classic, midlist and backlist favorites.

**d. Types of audience the vendor can supply (check all that apply):**

- Children
- Young Adult
- Adult



(Section I, Question 7d)

In its entirety, the *EBSCO eBooks* collection can meet all manner of research needs and personal interests. It covers a broad range of content, appropriate for a diverse user demographic, and appealing to both general and specific needs. This includes titles geared towards children, teens and adults, with coverage across genres, subjects and specialty areas.

Currently, top categories include:

- Children's and YA fiction
- Children's and YA nonfiction
- Arts and architecture
- Biographies and memoirs
- Body, mind and spirit
- Business and economics
- Computer science
- Cooking
- Crafts and collectibles
- Education
- Engineering and technology
- Fiction
- Health and medicine
- History
- Home and garden
- Humor
- Law
- Literature and criticism
- Mathematics
- Philosophy
- Political science
- Psychology
- Reference
- Religion
- Sciences
- Self-Help and family
- Social sciences
- Sports and games
- Study aids and language learning
- Travel
- True crime

Additionally, each of EBSCO’s subscription collections features top content from targeted publishers, based on the collection’s subject and target audience. As a result, each collection encompasses the highest quality and most relevant e-books for end user purposes.

**e. What e-book file formats can the vendor supply? (check all that apply):**

- EPUB
- PDF
- Other: \_\_\_\_\_

*EBSCO eBooks* are available in EPUB and/or PDF format, as provided by the publisher.

**f. Do vendor e-books require specific software or e-readers?**

- Yes
- No

**If Yes, describe:** EBSCO offers browser-based and in-app access options for *EBSCO eBooks*.

(Section I, Question 7f)

Our web-based interfaces can be accessed through any internet-connected device, including computers, tablets and smartphones. They are compatible with any common web browser and operating system. However, for best results, EBSCO does recommend use of some minimum software and browser versions, which have been tested and confirmed to support full features and functionality:

- Firefox: Latest version plus one previous version
- Safari: 11.0 or later
- Chrome: Latest version plus one previous version
- Explorer: Latest version plus one previous version
- iOS: 11.0 or later
- Other: JavaScript, Cookies Enabled, DOM Storage

Online, users can search, browse, read and checkout titles within the user interface.

For offline reading via desktop, DRM-protected e-books will require Adobe Digital Editions 1.7.1 or higher to access.

For offline reading via tablets or mobile device, some devices and file formats may require use of a reader app and/or support for Adobe DRM software. However, no Adobe ID or special software is necessary to download and read DRM-free e-books.

EBSCO recommends use of the EBSCO Mobile app for iOS and Android, which has an integrated reader for *EBSCO eBooks*. With the app, users can read and download individual titles without needing an Adobe ID or additional software. Currently, the app supports online reading (functional for iOS, Android upcoming) and full title downloads for offline use. If an e-book is not available for offline download, users can simply “Like” the book in-app and view it using the desktop interface.

**g. Do vendor e-books have accessibility features that enable them to be read as audio, Braille, or large print by library patrons with sight disabilities?**

**Yes**  
 **No**

**If Yes, describe:** EBSCO is committed to providing accessible experiences for all users, regardless of ability or impairments. As part of this commitment, EBSCO allocates significant time and resources toward testing, tools and partnerships to ensure that our products meet accessibility standards.

*EBSCO eBooks* strives to comply with the World Wide Web Consortium’s WCAG (Web Content Accessibility Guidelines) 2.1 (Levels A and AA), as well as the U.S. Section 508 Standards of the Federal Rehabilitation Act, and the international standards of EN 301 549, which outlines accessibility requirements for the public procurement of ICT products and services in Europe. Where possible, we go beyond compliance to ensure that all users can have a positive experience with our products and equal access to information.

(Section I, Question 7g)

We use automated resources for testing accessibility issues, and regularly test using a variety of assistive technologies and tools, including:

- Screen readers (e.g., JAWS, NVDA, VoiceOver)
- Mobile accessibility features (e.g., VoiceOver, TalkBack)
- Accessibility checklists and other tools (e.g., aXe, WAVE, Color Contrast Checker, Accessibility Insights)

When new assistive technologies are introduced in the market, EBSCO makes it a point to consider them in our testing and build. We also work with organizations such as the W3C (as a member), Deque Systems (for audits and training), the Carroll Center for the Blind (for testing and consultancy), among others, and with our publishers, to continually increase the accessibility of our content and platform.

As a result of our efforts and commitments, EBSCO is pleased to have been the first platform to ever receive a maximum score of 100% on the ASPIRE audit for *EBSCO eBooks*. ASPIRE assesses the quality and comprehensiveness of accessibility statements, so that users can quickly and easily find the information they need to access our products. See more at:  
<https://www.textboxdigital.com/aspirelist-platforms>

Content that comes from certain publishers may not be completely WCAG compliant (e.g., PDF files that cannot be read by screen readers). However, EBSCO has been working closely with publishers to help them understand the importance of web accessibility and to have the content they provide be more accessible.

As a show of our commitment, EBSCO has created an accessibility page on the company website, where any updates to accessibility features and functionalities are communicated. In addition, EBSCO provides links to resources and a Contact Us form, welcoming questions and comments about accessibility. To learn more, please visit: <https://www.ebsco.com/technology/accessibility>.

We also welcome questions or feedback about the accessibility of our products via [accessibility@ebsco.com](mailto:accessibility@ebsco.com). We typically respond to questions or feedback within 24 hours, or 1 business day. Requests for remediated files will be fulfilled in 3-5 business days.

For Voluntary Product Accessibility Template (VPAT) requests, contact EBSCO support, and for additional detail, please see: <https://connect.ebsco.com/s/article/EBSCO-eBook-Accessibility-Guide>

- h. Describe any license, download, print, or other e-book usage/access restrictions that apply. Specify the limit on the number of users that can access an e-book at the same time, if applicable, and the authentication methods available to restrict access to library patrons.**

License / Usage Restrictions

*EBSCO eBooks* titles are licensed from publishers that retain ownership of their content. Subscribing sites may use the content in its entirety (downloading, printing, emailing, etc.), as long as it is in accordance with copyright laws and varying publisher restrictions.

(Section I, Question 7h)

Fair Use is a limitation of copyright holder's exclusive right. Section 108 of Copyright Act gives certain exceptions to libraries, but Section 107 defines broad 'fair use' parameters. It is acceptable to use content if for criticism, comment, newspaper, scholarship, research or teaching. Material cannot be used for commercial purposes.

Additionally, institutions can create persistent links to and from a learning environment, unless specifically restricted by the publisher, of which there are very few, if any, cases. Authenticated users can follow the link from a learning environment, or from any other site where it is placed, to access the database. Persistent links can also be created that direct patrons from a database record to a particular learning environment.

Please refer to the attached License Agreement for more details.

#### Printing / Emailing / Saving Restrictions

The majority of *EBSCO eBooks* are available for printing, emailing and saving as determined by the publisher, maximizing use beyond a single session. Users may print, email and save up to a certain number of pages per session, subject to publisher restrictions. An indication of the page limit can be found directly in the viewer. As pages are printed, emailed, saved and shared, this number will also decrease accordingly. All pages printed, emailed and saved as an EBSCO PDF will include the copyright and citation information.

If the option is available, users will also be able to save and download both chapters and page ranges as a DRM-free PDF. This can be accomplished directly from the Full Text Viewer, by selecting "Save Pages," or by selecting the chapter download icon in the Table of Contents. Note that if the e-book includes publisher-enforced page limits, the number of pages available is displayed.

#### Downloading / DRM Restrictions

Titles in *EBSCO eBooks* Subscription Collections are protected by Digital Rights Management (DRM) software, which is freely available, and necessary to enforce library checkout periods. DRM software requirements are clearly detailed and highlighted to end users before downloading an e-book offline to their computer, tablet or mobile device. The first time a user attempts to download a title, they will be prompted to install the necessary software. Once this initial setup is complete, they will not need to repeat the process for future downloads.

This process is not necessary when using the EBSCO Mobile app, which is the recommended user experience for offline/mobile use. The app has its own integrated reader for offline reading of DRM-protected content. When using the app, no additional software or Adobe login will be required to read *EBSCO eBooks*. Users simply login using their folder account or Google sign-in credentials.

#### Concurrent Access / Usage Models

*EBSCO eBooks* subscription collections are offered as an annual subscription, with unlimited simultaneous user access for all titles.

#### Authentication Methods

EBSCO offers a variety of authentication methods to accommodate on-site and remote access needs. Standard methods of authentication include:

(Section I, Question 7h)

- **IP Address authentication** – permits a user to access their institution’s subscriptions based on their computer or location’s IP address (numerical address). This includes on-site IPs as well as proxy tools such as EZproxy or HAN proxy.
- **SAML Single Sign-On authentication** – including: OpenAthens authentication, available to institutions which use OpenAthens single sign-on; federated single sign-on, available to institutions that are members of an SSO federation, including but not limited to InCommon, Shibboleth, FEDURUS, OpenAthens and UK Access Management federation; and non-federated single sign-on, available to institutions with SAML SSO available but that are not a member of an SSO federation.
- **Personal User authentication** – allows users to create personal user accounts to access EBSCO interfaces and a MyEBSCO account directly, without first having to authenticate to your institution. It also allows administrators to create personal user accounts for members of your institution in *EBSCOadmin*.
- **Referring URL authentication** – provides access to EBSCO interfaces from a secure home page on the library’s web server. This identifies users by the originating URL (the page from which they came) and eliminates the need for user IDs. EBSCO validates the user if they are coming from an approved URL. If a user is trying to log in from a different URL, the system will not authenticate.
- **User ID and Password authentication** – can be useful to users who access EBSCO interfaces remotely. The library administrator can provide users with a user ID and password, providing instant access to EBSCO from their home or school computer.
- **Patron ID authentication** – uses library or patron card numbers (up to 20 characters) to control access. The librarian provides EBSCO with a list of IDs that are used to identify users requesting access to databases.
- **Patterned ID (or CPID) authentication** – allows a user to access EBSCO interfaces by entering a library card or barcode number.
- **Cookie authentication** – tells EBSCO to write a cookie so that users do not have to key in authentication information every time they log in.
- **Google Sign-In authentication** – allows users to log into their library’s EBSCO resources and to create a personal MyEBSCO account using your Google login credentials (i.e., Gmail or G-suite account).
- **Google CASA authentication** – allows users accessing from Google Scholar to authenticate to their institution’s subscriptions where full text is available in EBSCO interfaces.

Several of these methods can also be employed simultaneously, and EBSCO can work with each library to implement the best possible approach to user authentication needs.

- i. **Are copies of vendor e-books maintained on a dark archive that can be accessed if the hosting platform ceases to exist?**

Yes  
 No

**If No, describe how a library will access its purchased e-books if the platform ceases.**

EBSCO recognizes the importance of preserving digital access to purchased titles. A digital preservation service is used to maintain *EBSCO eBooks*, and to provide continued access should EBSCO become unable.

- j. **Describe e-book acquisition options the vendor offers (e.g. firm order, standing order/continuations, demand-driven, approval plans, leasing, etc.):**

*EBSCO eBooks* subscription collections contain large selections of audience-oriented titles across various subject areas, complementing any library collection. Packages are offered as an annual subscription, with unlimited simultaneous user access for all titles. In addition, titles are added to each package throughout the year and MARC records are provided at no additional charge.

Overall benefits of a subscription include:

- The ability to offer large amounts of useful material in a cost-effective way
- Availability on an annual basis, for easy budget and resource planning
- Unlimited simultaneous user access for all titles
- Quarterly additions, for consistently fresh content
- Pricing at a fraction of the cost of purchase

Additional financial advantages include:

- No platform fees
- No hosting fees
- No access fees
- No delivery fees
- Complimentary MARC records

- k. **Describe any other e-book value-added/enhanced services the vendor will offer:**

One of the main benefits of working with EBSCO is access to our intuitive interfaces, which are feature-rich with tools for user engagement.

The *EBSCO eBooks* platform offers a user-friendly experience, supporting a natural progression from browsing and searching, to reading, downloading and making the most of available content.

Upon access, users are greeted with several options for browsing and searching available content, including basic and advanced search options, the ability to browse by category, and visual carousels of highlighted and featured titles. All books displayed within these carousels, and all records

(Section I, Question 7k)

returned from a search, will feature an image of the book jacket, a link to launch the full text or sample audio, checkout options and more.

The most basic form of searching is by keyword, through a simple search box which features a clean, intuitive layout, similar to popular search engines encountered across the web.



**EBSCO eBooks Basic Search Bar**

Users can also complete an advanced query, using a variety of search modes, expanders and limiters. EBSCO's Advanced Search is supported by Boolean logic, enhanced subject indexing and book searching, allowing users to be as specific as they would like, while the search experience remains user-friendly despite its scope.

To begin, EBSCO offers four different ways for users to conduct an Advanced Search: Boolean/Phrase, 'Find All of My Search Terms,' 'Find Any of My Search Terms' and SmartText Searching. Users can combine a search mode with expanders by selecting the 'Apply Related Words' or 'Apply Equivalent Subjects' options.

Additional options include an array of limiters, which allow the user to refine results both pre- and post-search. Limiters are easily customizable, and standardly include:

- Author
- Category
- Subject
- Language
- Publication Date
- Publisher
- Title
- ISBN
- Download Available

(Section I, Question 7k)

The screenshot displays the EBSCO eBooks Advanced Search Options interface. At the top, there are search input fields with a 'Select a Field (optional)' dropdown menu and a 'Search' button. Below the search fields are 'Search Options' and 'Limit your results' sections. The 'Search Options' section includes 'Search Modes and Expanders' with radio buttons for 'Boolean/Phrase', 'Find all my search terms' (selected), and 'SmartText Searching'. It also has checkboxes for 'Apply related words', 'Also search within the full text of the articles', and 'Apply equivalent subjects' (checked). The 'Limit your results' section includes 'Full Text' (unchecked), 'Published Date' (Month and Year dropdowns), 'Subject' (text input), and 'Language' (dropdown menu with 'All', 'Dutch', 'English', and 'French' options). The 'Download Available' section includes 'Author', 'Title', 'Publisher', and 'ISBN' (text inputs). A 'Reset' button is located in the top right of the 'Search Options' section, and a 'Search' button is in the bottom right.

EBSCO eBooks Advanced Search Options

Should they prefer, users can also limit keyword searches to a particular indexed field, using the drop-down menu alongside the search bar. Using indexed fields, users can create a search focused in any the following areas: All Text Fields, Title, Author, Category, Subject, ISBN, Publisher and Year of Publication.

This screenshot shows the search interface with the 'Select a Field (optional)' dropdown menu open. The menu lists the following options: TX All Text Fields, TI Title, AU Author, SU Subject, BS Category, IB ISBN, PY Year of Publication, and PB Publisher. The search input fields and 'Search' button are visible above the dropdown.

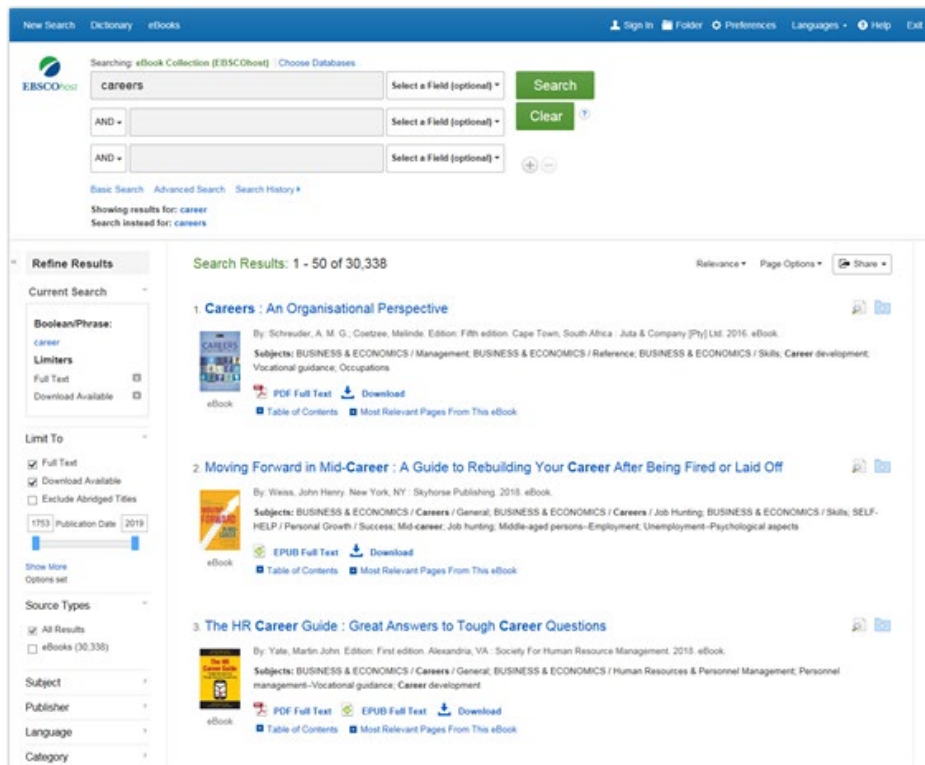
Additional field codes may be applied manually, pending availability in the metadata (e.g., Lexile level – LX). When searching for EBSCO eBooks, searches can also be limited to a specific format (i.e., PDF or EPUB).



(Section I, Question 7k)

Once a query has been submitted, a complete set of results is returned in a matter of seconds. For each title in the Results List, a brief record provides the full title name, book jacket, author, narrator, length, subjects and publication information. Listings also include links to:

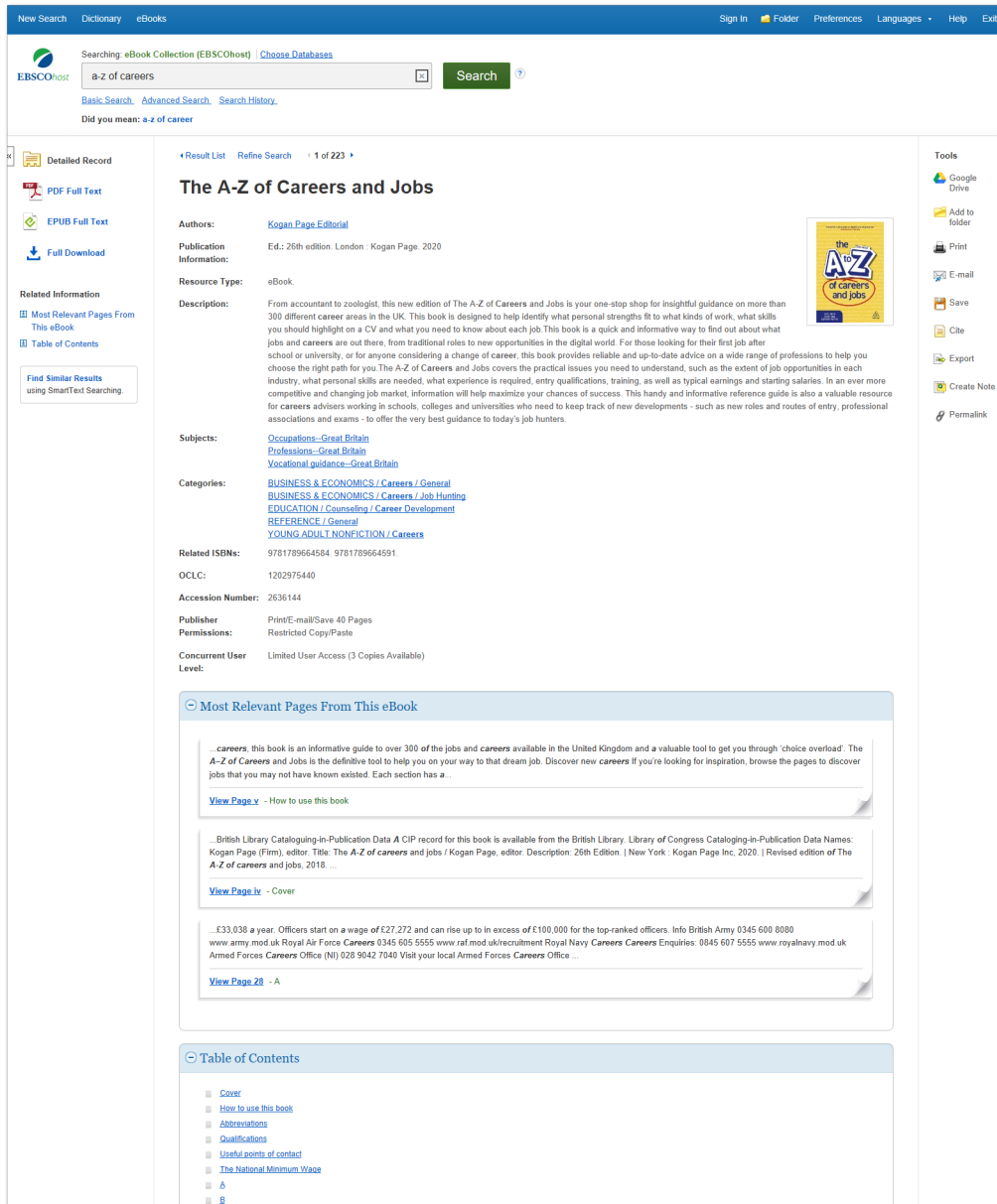
- View the full text in-browser
- Download the e-book offline (if available)
- View a hyperlinked table of contents
- View a hyperlinked list of most relevant pages (based on search term)
- Add the title to a Personal Folder for later



Sample EBSCO eBooks Results List

Users who select a title from the Results List will be directed to its further Detailed Record—an expanded version of the same information and options available from the Results List. From the Detailed Record, users can see additional information, including a brief description, related ISBNs, OCLC number, publisher permissions and number of available copies. Hyperlinks attached to the Series, Author, Subject and Category (if applicable) can also be used to populate a new search based on that criteria.

(Section I, Question 7k)



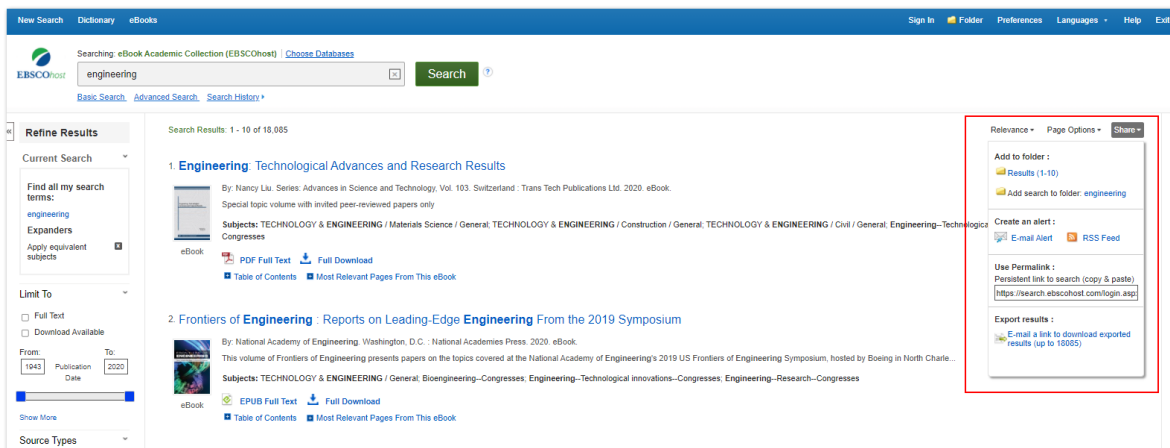
Sample EBSCO eBooks Detailed Record

In addition, EBSCO offers several interactive enhancement features and platform tools for user engagement. Examples of in-browser capabilities include the following:

- Create email and RSS Feed alerts for preferred search criteria
- Copy permalinks to search results, detailed records, titles, chapters and pages
- Save and organize e-book records with labeled personal folders
- Share personal folders with friends, family, colleagues, etc.
- Place a hold for titles in use, with email availability alerts
- Translate the interface into one of nearly 30 languages, and search in more than 55

(Section I, Question 7k)

- Print, email and save PDF e-book pages as a DRM-free file
- Download and share DRM-free chapters for easy reference
- Upload instantly to Google Drive for simple saving and collaboration
- Adjust font size and background for a customized reading experience
- Search within e-book full text and receive highlighted, linked results
- Take and save personal notes within the full text viewer
- Define unknown words using the interactive dictionary
- Navigate via hyperlinked tables of contents and links to most relevant pages



Sample Results List Enhancement Features

Moreover, EBSCO now offers the EBSCO Mobile app for iOS and Android, which has an integrated reader for *EBSCO eBooks*. With the app, users can read and download individual titles without needing an Adobe ID or additional software.

Currently, the app supports online reading (functional for iOS, Android upcoming) and full title downloads for offline use. If an e-book is not available for offline download, users can simply “Like” the book in-app and view it using the desktop interface.

The process begins by entering preferred search terms and selecting a result. Users can either tap a record to see its details or tap the Like button to save the title for later. The details page includes publication information and the option to Read Online or Download. Upon selecting Download, the user can choose preferred checkout period, and the e-book will download to the app.

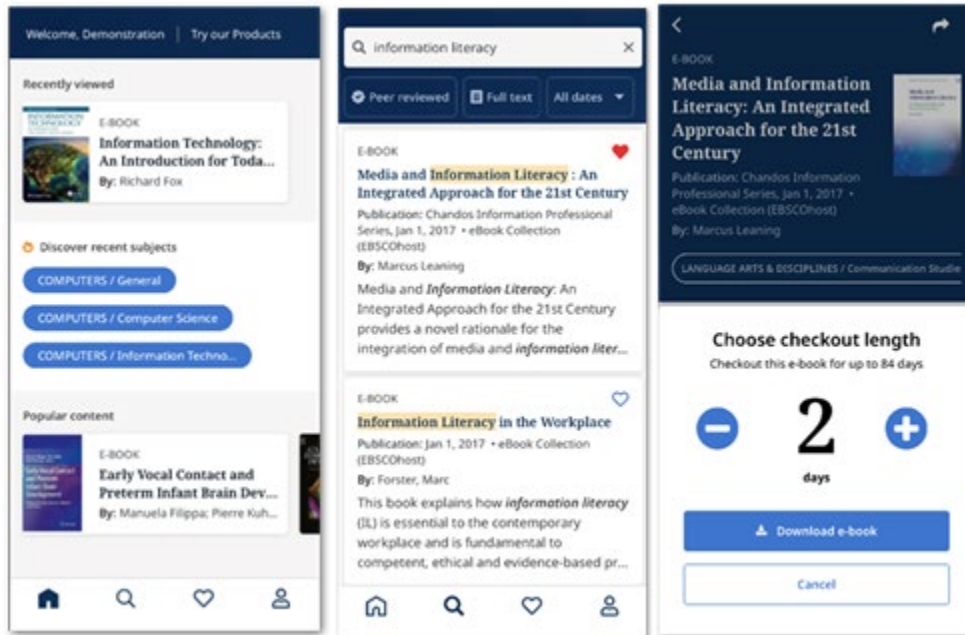
The EBSCO Mobile e-book reader also offers the following engagement features and options:

- A Book Info icon to view bookmarked pages, access the Table of Contents, search within the text of the eBook or go to a specific page
- A Table of Contents icon to go directly to a chapter or section of the eBook.
- Display Options to adjust how the eBook is displayed in the viewer
- A Search icon to search for all instances of a keyword in the text of an eBook, including results that bring the user to that page
- A Bookmark icon to save that page to your saved bookmarks for that eBook title.

(Section I, Question 7k)

- In-text highlighting options that save selected text to the Bookmarks section

If you navigate away from an e-book and would like to resume reading later, EBSCO Mobile also offers convenient Recently Viewed tiles and an E-Book dashboard. The dashboard appears alongside Liked items; for devices connected to the internet, it displays all current checkouts and related detail (e.g., expiration date, time, abstract description).



EBSCO Mobile App

**8. If vendor will be supplying Audiobooks:**

**This section is not applicable. EBSCO will not be supplying Audiobook content.**

**9. If vendor will be supplying Music:**

**This section is not applicable. EBSCO will not be supplying Music content.**

**10. If vendor will be supplying Video:**

**This section is not applicable. EBSCO will not be supplying Video content.**

**11. What distinguishes the vendor from other vendors of its kind? Specify whether you are a sole-source provider of any material offered.**

EBSCO has created and maintained strong publisher partnerships for more than 75 years by serving the information needs of hundreds of thousands of organizations worldwide. What makes EBSCO’s offering unique is the volume of titles from a tremendous scope of publishers. It is the company’s experience

(Section I, Question 11)

that publishers do not generally enter into exclusive relationships with e-book aggregators, as they find it is in their best interest to be represented by an open field of vendors.

The *EBSCO eBooks* collection may include titles that are not available through other e-book vendors; however, exclusivity would be dependent on which vendor's collection EBSCO's holdings are compared against. Additionally, all *EBSCO eBooks* cannot be considered to be sole-source or "exclusive," as they can be sold directly by the publisher.

For more information on the content available through *EBSCO eBooks*, particularly in relation to its exclusivity compared to other vendor collections, please contact your site's dedicated Sales Representative.

**12. Are there other aspects of company data the vendor would like to comment on that have not been covered in this section?**

EBSCO is committed to maintaining our role as an industry leader in the provision of quality research content, search technologies and delivery platforms. Through vision, action, innovation and a commitment to continuous improvement, EBSCO invests in the business to ensure the long-term growth of products and services for customers.

Currently, EBSCO is the global leader in the provision of diversified information services. We offer premium content, not only through journal and magazine subscriptions, but also through bibliographic and full-text databases, digital archives, e-books, readers' advisory, evidence-based clinical decision-making tools and more. As a leading technology company, EBSCO also offers a suite of feature-rich platforms and tools for building and administering information collections, analyzing usage, integrating with library systems and delivering content to end users.

EBSCO's core capabilities lie in our diversified product lines and in-house teams, which have the full capacity to carry out all aspects of business with libraries, from implementation to ongoing support.

Overall, EBSCO's primary business lines include:

- *EBSCONET* journal subscriptions and management
- *EBSCOhost* online databases
- *EBSCO eBooks and Audiobooks*
- GOBI Library Solutions from EBSCO (for academic print and e-book acquisitions)
- *Flipster* digital magazines
- LearningExpress skill-building, test prep, student and career resources
- Library consulting with Professional Services
- Licensed, secondary databases, such as Rosetta Stone, *MyHeritage Library Edition*, ABC-CLIO
- *Novelist* readers' advisory solutions
- Point-of-care and clinical decision support tools
- Software-as-a service, including *EBSCO Discovery Service*
- Stacks for website design and content management
- FOLIO Services from EBSCO (implementation, hosting and support for the FOLIO LSP)
- OpenAthens authentication support

(Section I, Question 12)

The strength and success of EBSCO products and services is a direct reflection of the quality and diversity of the company’s general staffing, organization and scale of operations. With specialized staff across all operational areas, the EBSCO team is fully equipped to support all services provided to libraries, including product and technical support, training, product development and management.

**II. Orders and Fulfillment**

**1. Describe the methods available to member libraries for placing and tracking orders.**

EBSCO eBooks subscription collections are ordered through your dedicated sales representative. They typically become available via the interface within 24-48 hours of purchase.

**2. What process will MALiA libraries follow to receive the vendor’s discount rate(s), and when will the discount rate(s) be applied?**

EBSCO is offering percent discounts for EBSCO eBooks subscription collections, based on number of subscribers. The rate will be applied at time of order/purchase. Please see [Attachment C](#) for further pricing and discount information.

**3. Vendor shall process and confirm new orders within 10 days of order receipt.**

Yes  
 No

**Remarks:**

EBSCO eBooks subscriptions collections are purchased through your dedicated sales representative. Subscription collections typically become available within 24-48 hours of purchase.

**4. What is your average order fulfillment time?**

EBSCO eBooks subscription collections typically become available within 24-48 hours of purchase.

**5. If unable to supply a title, vendor shall notify MALiA libraries within thirty (30) days and provide the reason for nonfulfillment.**

Yes  
 No

**Remarks:** Not applicable; EBSCO does not offer standing orders.

**6. Describe the vendor’s order cancellation policy, including any restrictions that apply.**

EBSCO does not typically allow cancellations, as we pay our publishers based on annual subscriptions.

7. 99% of materials supplied shall be the correct title, edition, and number of copies.

Yes  
 No

**Remarks:** EBSCO can assure the library that all purchase orders will include the correct titles, editions and usage models.

8. Multiple copies of a physical item shall be shipped together.

Yes  
 No

**Remarks:** Not applicable; EBSCO is not offering physical books.

9. A packing slip shall accompany each physical shipment.

Yes  
 No

**Remarks:** Not applicable; EBSCO is not offering physical books.

10. The vendor shall supply multiple accounts for a MALiA library as needed, and ship materials for these accounts separately.

Yes  
 No

**Remarks:** EBSCO can create multiple accounts for MALiA members, which will allow for access to specific collections and titles, as purchased by/for the individual library.

11. Will the vendor accept rush orders? If Yes, specify how the vendor defines "rush."

Yes  
 No

**Remarks:** If there is an urgent order, or a shorter timeframe needs to be met, the library can contact their dedicated sales representative. EBSCO sales teams will work with our order processing department to facilitate urgent orders.

12. Which of the following will the vendor accept? Select all that apply, and attach copies of existing policies that include any restrictions or conditions. If there are associated costs or limits on the amount refunded/credited, complete question 7 in section IV Overall Cost Considerations.

Order returns  
 Order exchanges  
 Order credits

(Section II, Question 12)

**Remarks:** EBSCO does not have standard return, exchange or cancellation policies. EBSCO will provide prorated credits to customers with *EBSCO eBooks* subscription collections purchased by MALiA. These credits can be used toward new EBSCO products. Those credits should be used within twelve (12) months of the start of the agreement with the library.

**13. Describe how MALiA libraries will submit claims and find out status.**

MALiA libraries can submit inquiries to their dedicated sales representative or EBSCO Technical Support. Representatives are available to assist with any questions or concerns.

**14. Within how many days of receipt will claims be processed by the vendor, and what is the vendor’s average turn-around time for resolution?**

Not likely to be applicable. However, EBSCO Technical Support is available 24/7. Standard response time is within 24-48 hours, and 85% of all support cases are resolved within 5 business days.

**15. Does the vendor support online order transfer from the local library’s acquisition system? If Yes, specify requirements for MALiA libraries to participate, including any restrictions on the types of materials that can be transferred.**

Yes  
 No

**Remarks:** At this time, EBSCO does not support order transfer from the local library’s acquisition system. Subscription collections are ordered through your site’s dedicated Sales representative.

**16. Are there other aspects of orders and fulfillment the vendor would like to comment on that have not been covered in this section?**

Yes  
 No

**Remarks:** All pertinent information has been covered.

**III. Invoices and Payment**

**1. Within how many days after the vendor receives an order should a MALiA library expect an invoice?**

Invoices are sent within two business weeks of order placement.

**2. Describe the vendor’s standard invoicing practices in detail, including whether the vendor invoices partial orders or only when an order is complete.**

Invoices are sent as orders are placed. If libraries prefer to have co-terminus dates for e-book subscriptions, to align with other database subscriptions, they may do so. Please work with your EBSCO representative at time of order.



**3. Describe invoice customizations available to MALiA libraries.**

EBSCO can create invoices to reflect a variety of customer requirements, including addition of PO numbers, signatures and stamps, and more.

**4. Which of the following invoice types does the vendor provide?**

- Print-only
- Electronic-only
- Both print and electronic

**Remarks:** EBSCO typically provides electronic invoices, but can provide print invoices upon request.

**5. Provide a sample invoice that shows how discounts, credits, and service charges appear. If special invoice codes are used, provide a code translation reference.**

EBSCO has provided a sample invoice as [Appendix 2, Sample Invoice](#). If you have any further questions relating to invoices, please contact your EBSCO representative.

**6. The vendor is able to separately invoice multiple accounts for a MALiA library.**

- Yes
- No

**Remarks:** EBSCO can comply with this request.

**7. [Updated Question per Addendum #1]**

**Is a penalty imposed for late payment of an invoice? If yes, indicate the time period and amount of the penalty.**

**Remarks:** EBSCO’s standard payment terms are net 30 due upon receipt of invoice. A finance charge of 1% per 30 days will be charged beginning on the 60<sup>th</sup> day for unpaid balances.

**8. Will the vendor provide discounts or credits for early payment of invoices? If Yes, describe and enumerate any early payment percentage schedules.**

- Yes
- No

**Remarks:**

**9. Will the vendor impose a penalty for late payment of an invoice? If Yes, indicate the time period and the penalty fee/rate.**

- Yes
- No

(Section III, Question 9)

**Remarks:** EBSCO’s standard payment terms are net due upon receipt of invoice. A finance charge of 1% per 30 days will be charged beginning on the 60<sup>th</sup> day for unpaid balances.

**10. Does the vendor accept credit card payment (American Express, VISA, MasterCard) without imposing an extra charge?**

Yes  
 No

**Remarks:** EBSCO's preferred method of payment is via ACH or check. We do accept credit card payments, but there could be additional fees associated.

**11. Are there other aspects of invoicing/payment the vendor would like to comment on that have not been covered in this section?**

Yes  
 No

**Remarks:** All pertinent information has been covered.

**IV. Overall Cost Considerations**

**1. On Attachment C, “Offeror Discount Pricing Sheet,” list the discounts the vendor will provide to MALiA libraries during the contract period.**

EBSCO has provided the discount structure that will be available to MALiA libraries. Please see [Attachment C, Offeror Discount Pricing Sheet](#) and [Additional Pricing Sheet](#).

**2. Describe the vendor’s service charges, and how they are calculated or vary depending on type of service.**

EBSCO’s pricing is all-inclusive. There are no added costs for online training, technical support, user support, documentation, downloading of any titles, etc. EBSCO also has no added service fees—this includes no platform, hosting, access or delivery fees.

**3. The vendor shall not charge MALiA libraries for replacement copies of order items found to be defective, damaged, or lost in shipment, provided the loss is reported to the vendor by libraries within the publishers’ designated time frame.**

Yes  
 No

**Remarks:** Not applicable; EBSCO is not offering physical books. However, in the extremely unlikely event that an e-book is defective, EBSCO will replace the title at no expense.

4. **If the publisher is unable to provide a replacement copy of an item found to be defective, damaged, or lost in shipment, the vendor shall seek to obtain a credit on behalf of the library.**

Yes  
 No

**Remarks:** Not applicable; EBSCO is not offering physical books. However, in the extremely unlikely event that an e-book is defective, EBSCO will replace the title at no expense.

5. **The vendor shall cover the cost of returning defective or damaged physical items, and arrange for pick-up.**

Yes  
 No

**Remarks:** Not applicable; EBSCO content is electronic.

6. **Will the vendor provide free shipping/handling for physical materials? If No, describe exceptions (e.g. rush orders) and how shipping charges will be calculated.**

Yes  
 No

**Remarks:** Not applicable; EBSCO content is electronic.

7. **For order returns, exchanges, or credits, what extra charges or limits on the amount refunded/credited will be applied, if any?**

EBSCO does not have a standard return, exchange or cancellation policy, and thus does not have standard limits beyond a stipulation that credits must be used within 12 months.

EBSCO does not implement extra charges for these services.

8. **Describe the vendor's credit practices in detail, including under what circumstances the vendor will provide credits to MALiA libraries.**

EBSCO will provide prorated credits to customers with subscriptions to *EBSCO eBooks* purchased by MALiA. These credits can be used toward new EBSCO products. Those credits should be used within twelve (12) months of the start of the agreement with the library.

9. **Specify any one-time or recurring charges for electronic/digital hosting, access, setup, or ongoing support.**

EBSCO pricing is an all-inclusive annual subscription cost. There are also no added costs for online training, technical support, user support, documentation, downloading of any titles, etc. EBSCO also has no added service fees—this includes no platform, hosting, access or delivery fees.

**10. Describe any other one-time or recurring fees the vendor will charge MALiA libraries.**

As above, EBSCO pricing is all-inclusive. There are no recurring fees, aside from the annual cost for our subscription collections.

**11. Are there other aspects of overall cost considerations the vendor would like to comment on that have not been covered in this section?**

Yes  
 No

**Remarks:** It is important to note that EBSCO also provides complimentary MARC records via OCLC.

**V. Customer Service**

**1. What are the vendor’s customer service days and hours of availability? Include time zones.**

EBSCO customer service is available 24/7 via our global Technical Support team.

**2. What is the size of the vendor’s customer service staff?**

EBSCO currently employs more than 340 Customer Satisfaction employees. Positions within Customer Satisfaction include Customer Service Representatives, Training Specialists, Library Service Engineers, Technical Support Specialists, Implementation Support Representatives and more. EBSCO’s Customer Satisfaction teams are made up of employees that have varying expertise and skill sets.

**3. Specify the forms of vendor communication available to MALiA libraries. Select all that apply and provide the contact number/address.**

**Toll-free phone#:** (800) 758-5995  
 **Fax#:** \_\_\_\_\_  
 **Email address:** \_\_\_\_\_  
 **Mail address:** \_\_\_\_\_  
 **Website address:** <https://connect.ebsco.com/s/contactsupport>  
 **Chat:** Live chat services are available via EBSCO Connect

EBSCO offers complimentary technical support for customers. Our Technical Support team is trained to fully resolve any questions or issues related to EBSCO products and services. Representatives are available 24 hours a day, 7 days a week via the following methods:

- Toll-Free Telephone (U.S. and Canada): (800) 758-5995
- Online: <https://connect.ebsco.com/s/contactsupport>

Over 70% of cases reported to our Technical Support team are opened and resolved within the same business day. EBSCO will generally respond to all support requests within 24-48 hours. On average, callers into the support queue wait no more than 20 seconds.

(Section V, Question 3)

All requests are assigned case numbers in EBSCO Connect for tracking purposes. Within EBSCO Connect, there is a case management system, where support issues can be submitted, tracked and responded to as needed. Whenever possible, a query will be resolved immediately, and the customer will be notified. If an issue requires further investigation, Technical Support will escalate the matter to our Expert Services Team, who will assist in troubleshooting and, if required, track the case through resolution with the appropriate teams at EBSCO. During the resolution process, customers can track their progress and all communications, which are maintained on EBSCO Connect for a complete history. Once the issue is resolved, the customer will be notified, and the case will be closed.

EBSCO Connect is available 24/7. In addition to case management, it also offers user guides, videos, tutorials, FAQs, promotional materials, peer-to-peer community forums and other self-service support resources at no additional charge to customers. This includes an EBSCO Connect chat bot to help with automated requests for frequently asked questions, such as resetting an EBSCOadmin password or running usage reports. This functionality will expand to live chat services starting in FY22.

In addition to our Technical Support team, MALiA will have a dedicated sales team, available to liaise any questions or requests.

**4. The vendor shall respond to inquiries from MALiA libraries within 24 business hours.**

Yes  
 No

**Remarks:** Over 70% of cases reported to our Technical Support team are opened and resolved within the same business day. EBSCO will generally respond to all support requests within 24-48 hours. On average, callers into the support queue wait no more than 20 seconds.

MALiA's dedicated sales representatives will also be available to field any questions or requests; response time from our salesforce is typically 1-2 business days.

**5. Describe any other customer service guarantees the vendor will offer.**

EBSCO customer service is guaranteed to be available 24 hours a day, 7 days a week. Support is available via toll-free telephone and online. Please refer to the attached SLA for additional information.

**6. Provide a copy of the vendor's return policy.**

EBSCO does not have a standard return policy. In the extremely unlikely event that an e-book is defective, EBSCO will replace the title at no expense.

**7. How will the vendor notify MALiA libraries about new titles available for purchase?**

For EBSCO eBooks subscription collections, titles are added, on average, each quarter (3 months), in January, April, July and October. When titles are added, a notification is sent via OCLC with an indication that new MARC records are available for download. Notifications are also sent out via email.

**8. What activities will MALiA libraries be able to do on the vendor's website? Select all that apply.**

- Manage account profile**
- View billing/payment activity**
- Place and track orders**
- Cancel orders**
- Request quotes**
- Submit claims**
- Request/review invoices**
- Look up titles**
- Look up prices of materials and services**
- Report problems/issues**
- Run user reports**
- Other:** (see below)

EBSCO offers the above functionality via *EBSCOadmin*, EBSCO Connect and EBSCO.com.

**EBSCOadmin** is the online administration module for EBSCO interfaces. Through *EBSCOadmin*, libraries can easily manage tasks related to collection management, interface customization and usage reporting. Key functions that can be carried out include:

- Administering local collections and related detail
- Establishing methods of authentication
- Developing customized links
- Creating profiles
- Scheduling reports
- Creating user groups
- Changing passwords
- Enabling multilingual options
- Enabling Image Quick View
- Customizing interface branding
- Setting up and customizing search preferences
- Setting and customizing results display options

**The EBSCO Connect support site** is a re-imagined customer support experience. Designed with the customer in mind, it functions as a complete support hub, featuring extensive product documentation and trainings, promotional materials, platform enhancement resources and system alerts. It provides a space for EBSCO to enhance the support experience, connecting users with resources that will help them take advantage of benefits and features of EBSCO products and services. Publicly available resources include:

- [Product Help](#) – Browse the extensive knowledge center for all EBSCO products, including user and administrator guides, FAQs, video and PowerPoint tutorials and more. At any time, customers may also use the EBSCO Connect search bar to navigate to a relevant question/support topic.

(Section V, Question 8)

- Learning – Access EBSCO Academy, a centralized learning portal that features short training videos, self-paced courses and live, instructor-led trainings, as well as recordings.
- Tools & Resources – Take advantage of product enhancement resources such as the Direct URL Builder and Search Box Builder. This menu also links to Promotional Materials and the EBSCO Status page.

Customers who create an EBSCO Connect account are provided with further support functionality, including:

- My Accounts – Access quick links to all EBSCO administrative accounts, including *EBSCOadmin*, *EBSCONET*, ECM, LibraryAware and GOBI.
- My Cases – View, track, edit and update all open, working and closed support cases. From this list, customers can click on a case to view full details, including when the case was opened, last modified and closed, as well as a log of all communications between the customer and their assigned EBSCO support team member. This page also provides access to the EBSCO Connect chat bot to help with automated requests for frequently asked questions, such as resetting an *EBSCOadmin* password or running usage reports. This functionality will expand to live chat services starting in FY22.
- Groups – Connect with colleagues and expand global knowledge by asking questions and sharing ways to improve access to EBSCO products and services. These peer-to-peer forums provide an avenue to discuss challenges, receive support from colleagues and EBSCO representatives and create polls for interactive engagement.

EBSCO Connect is available 24/7 and is accessible from the bottom of every EBSCO interface page. With a modern and sleek interface, EBSCO Connect ensures that customers are easily connected with the right resources, any time.

**EBSCO.com** is a complete hub of information for EBSCO products and services. It includes descriptions for each collection, including key content and coverage details. Libraries can also request product and pricing information easily via web form.

**9. Describe the standard and customizable fiscal, management, and other reports the vendor will provide to MALiA libraries. Specify whether the libraries will be able to generate the reports themselves from the vendor’s website, or if they will need to request the reports from the vendor. Include costs if applicable.**

EBSCO offers a variety of statistics to help libraries better understand the usage and value of their resources. This includes a variety of *EBSCO eBooks* usage reports which speak to circulation statistics, for the overall collection and individual titles.

Reports are available to administrators at both the individual library and aggregate system levels, free of charge. They can be broken down by institution, library type and more, as preferred. Appointed administrators may view these reports online at any time, via *EBSCOadmin*.

(Section V, Question 9)

All of the available reports are highly customizable and designed for the administrator's ease-of-use. They can be scheduled to run automatically and delivered via email, or requested in-browser and downloaded on-demand. Reports can also be set to reflect specific date ranges. Date ranges are by month or by year, and can run from the current date to two years prior.

Of most interest to e-book customers, typical reports include:

### Subscription Usage Reports

For libraries accessing one or more e-book subscriptions, EBSCO offers dedicated reports with several title-level usage metrics. This includes comprehensive details on how a title is being accessed and downloaded, such as Total Downloads, Total Online Views, Total Email Requests and Total Print Requests. The library can select the subscription collection of interest, plus start and end dates for which they would like to retrieve usage. Additional information per title will include Publisher, Publication Year and ISBN.

### Standard Usage Reports

Standard Usage Reports include many database-, interface- and title-level usage details, including number of searches, sessions, logins, etc. Of most relevance to e-book customers, available reports include:

1. Database Usage Report: Compiles database sessions, searches and full-text requests at the overall collection level.
2. Interface Usage Report: Reflects the number of interface sessions, searches and requests logged against an EBSCO interface within a selected time period (e.g., *EBSCOhost* and *EBSCO Discovery Service*). If a library uses more than one EBSCO interface, reports can be run for each interface separately to compare their usage.
3. Login Usage Report: Compiles successful user logins by login method, client IP, browser, operating system and mobile device. Login method includes all methods of authentication.
4. Title Usage Report: Displays usage information on a title-by-title basis, including the number of requests and full-text requests logged per book.

Report options for the above include the following filters, groupings and choices:

- Sites: View data for all sites or a specific site (consortia only).
- Database: View usage of the entire database, or a subset of collections.
- Interface: Limit to a specific interface, such as *EBSCOhost* or *EBSCO Discovery Service*.
- Reporting Period: View usage by a custom or preselected data range. Reports are available for the current year plus the previous two years.



(Section V, Question 9)

- Analysis Level: Display usage at the following levels:
  - *Database* – Database being searched.
  - *Interface* – An available platform (EBSCOhost, EBSCO Discovery Service, etc.) that is assigned to a profile so that the library administrator can control which profiles will have access to specific interfaces.
  - *Site (consortia only)* – Any member of a consortium. Sites can have user groups of their own and can be treated as separate customers, although organized under one parent.
  - *Group* – A department or division that the site administrator can define within EBSCOadmin. One or more user groups can be set up for any customer. By setting up these user groups, libraries can customize access to EBSCOhost and other EBSCO interfaces and gather usage statistics in a way that is most suitable to the customer.
  - *Profile* – A profile defines the databases, collections, limiters, search screens, and other features end-users see when using EBSCOhost or other EBSCO interfaces. Profiles are set up in EBSCOadmin.
- Count Aggregation: Aggregate statistics by the total number of hits (sessions, searches, full-text requests, etc., depending on the statistic being reported) or group them on the report by year or by month.
- Metric View: Choose to view summary or detailed metrics.
- Delivery: Download ad-hoc reports, or email them (one-time or scheduled monthly) in your desired format (MS Excel or tab delimited).

### COUNTER R5 Reports

EBSCOadmin also offers COUNTER R5-compliant reports. COUNTER R5 reports that contain e-book data include:

- TR-B1: Book Requests Report: This report provides two metrics:
  - *Total Item Requests* – combines all “requests for” or interactions with a title. In other words, it would add up all full text views plus chapter downloads (plus print requests, etc.).
  - *Unique Title Requests* – The number of times a book was accessed in a single patron’s session. If a single user downloads multiple chapters from a book, or accesses the book several times during a session, all of these would count as one “Unique Title Request” (each of these interactions would count as item requests and counted in the “Total Item Requests” counted above).
- TR-B2: Book Access Denied (Turnaway Report): This report remains unchanged from COUNTER 4. It reports on "Access Denied" activity for books, where users are denied access because

(Section V, Question 9)

- simultaneous-use licenses were exceeded, or their institution did not have a license for the book.
- **TR-B3: Book Usage by Access Type:** This report is similar to TR-B1 but also includes “investigation” metrics which count clicks on the abstract (Detail Record) and is broken out by “Access Type.” Access Types are either “Controlled” (user has to be authorized/authenticated), or OA Gold (Open Access).
    - *Total Item Investigations:* Includes clicks on anything related to the book plus access of the book itself. In other words, it would combine clicks on the detail record, cited references, interlibrary loan form plus clicks on the full book, chapters, etc.
    - *Unique Item Investigations:* Similar to Unique Title Investigations, this consolidates all investigations in a session into a single count (if a user has many different investigations with the same e-book (chapters, full retrievals, abstract views, link-outs) during a user session it would count as one “Unique Item investigation.”
    - *Total Item Requests:* Same as Total Item Requests above (adds together all full text views, plus chapter views, plus full-book downloads).
    - *Unique Item Requests:* The number of unique content items requested (full-text) in a user-session. Examples of items are books and book-chapters. So, if a user downloads a full book and then downloads a chapter from that same book, this counts as one “Unique Title Request” but two “Unique Item Requests.”
    - *Unique Title Requests:* Same as above (if a single user downloads multiple chapters from a book, or accesses the book several times during a session, all of these would count as 1 unique title request)
  - **Title Master Report:** This report allows filtering and aggregation options that can provide some custom reports for book customers. Customers can filter by `data_type='Book'` and aggregate by `section_type` to see a breakdown of full vs chapter usage. They can also filter by `section_type` if they just want to see full usage, or just want to see chapter usage. None of the standard reports offer those breakdowns so this provides a way to offer additional views.

### Title Usage Reports

The Title Usage Report includes detailed metadata, purchase information and usage points at the individual title level, offering enhanced analysis of your overall collection. The report can be run by all e-books (regardless of usage), by e-books with usage only, or by e-books with no usage. For convenience, the report combines titles acquired by all purchase models, including subscription titles, into one unified output. As a result, it offers valuable detail for informed collection development and future decision making.

Sample report fields include:

- LCC

(Section V, Question 9)

- BISAC Subject Heading
- Language
- Format (PDF/EPUB)
- Access Model
- Purchase Type (Owned, Shared, Subscription, DDA, DDA untriggered, STL)
- Price
- Date Purchased
- DRM-Free Available?
- Active Holds
- Chapter Downloads
- Print/Email/Save Requests
- And more

**Top Search Terms Report**

This report captures search terms from user-submitted search clicks, restricted to the top 1,000 distinct search terms per interface. The report usage grid includes top search terms, search term frequency counts, and result click conversion counts for the selected reporting period. Usage grid data can be filtered by site, interface and keyword, and can be exported to an Excel and tab delimited text file. In addition, three data visualization views are included for visual analysis: Term Cloud, Trending Search Terms by Rank, and Search Click Conversions by Interface.

**10. The vendor agrees to submit to the MALiA Contract Administrator an annual report of total usage of this agreement according to the following requirements:**

- At the start of this contract, the vendor will email to [contracts@malialibrary.org](mailto:contracts@malialibrary.org) the contact info of the person who will submit the annual usage report, and notify the same email address if the contact information changes during the contract period.**
- Row information on the report will include MALiA library name, address, PO #, PO Date, PO Item #, PO Item Description, and PO Item Amount in U.S. dollars.**
- The report will provide subtotals that show the total amount purchased in U.S. dollars for each MALiA library customer.**
- The report will show the grand total amount purchased in U.S. dollars across all MALiA library customers.**
- The report will cover the period from July 1st of the preceding year to June 30th of the current year.**
- The vendor will email the report to the MALiA Contract Administrator no later than September 1<sup>st</sup> of the current year.**
- The MALiA Contract Administrator will share the report with the Library of Virginia procurement officer upon request.**

Yes  
 No

**Remarks:** EBSCO agrees to the requirements. The following sales representative will assist MALiA with this request: Jenn Dionne, Sr. Account Executive, (978) 414-0414, [jenn@ebsco.com](mailto:jenn@ebsco.com)

**11. Are there other aspects of customer service the vendor would like to comment on that have not been thoroughly covered in this section?**

Yes

No

**Remarks:** In more detail, EBSCO's extensive **online support resources** include:

- **EBSCO Connect:** The EBSCO Connect support site ([www.connect.ebsco.com](http://www.connect.ebsco.com)) is a re-imagined customer support experience. Designed with the customer in mind, it offers extensive product documentation and both recorded and live training sessions, as well as promotional materials and system alerts. It provides a space for EBSCO to enhance the support experience, connecting users with resources that will help them take advantage of the benefits and features of EBSCO products and services. For customers that log in to the system, the support site also features a case management system and peer-to-peer community forums, as well as a chat bot to help with automated requests for frequently asked questions, such as resetting an EBSCOadmin password or running usage reports. This functionality will expand to live chat services starting in FY22.

EBSCO Connect is available 24/7 and is accessible from the bottom of every EBSCO interface page. Examples of support documentation and resources include user and administrator guides, video and PowerPoint tutorials, FAQs, trainer guides and more. Featuring an intuitive, user-friendly interface, site navigation is also exceedingly simple. Additionally, EBSCO Connect is frequently updated—as often as daily—with FAQs and information relative to new releases.

- **Interface Help Link:** To support end users on-platform, EBSCO also provides a “Help” link, located in the upper right corner of each search screen. Upon selection, the Help link launches to an interactive help module. This comprehensive system provides information on all aspects of the interface, and can be searched by keyword or phrase, while also providing a full index of help topics. Information available through the Help link is always kept current, accurate, easily understood, well-organized and context-sensitive. The module provides users with a detailed table of contents, arranged by main topics, with hyperlinks to subtopics beneath each. When the Help icon appears, users can click on the link, and help for the screen they are on will display. To view the entire Help system, users would select the Help link at the top right corner of the search screen, from the universal interface toolbar.

In addition to customer technical support, EBSCO also offers training through our **Customer Training Services** department. This team is accountable for worldwide customer training on all EBSCO products, including on-demand and live sessions. Their goal is to deliver value-added direction to help ensure the initial and ongoing success of EBSCO customers. The team includes nearly 40 Training Specialists who offer world-class training in a variety of delivery methods, all designed to educate users and administrators on the rich functionality of EBSCO products, as well as to help all types of organizations successfully integrate use of these valuable resources into their libraries. EBSCO's training staff has years of library and training experience and is fully informed in all aspects of EBSCO products.

Training is appropriate for both administrators and staff. Briefly, EBSCO's range of complimentary training options includes:

(Section V, Question 11)

- **EBSCO Academy:** EBSCO Academy (<https://connect.ebsco.com/s/academy>) is a centralized learning portal within EBSCO Connect, featuring short training videos, self-paced course series and access to live instructor-led courses and recordings. Videos can be pinned and shared, and customers can subscribe to content collections to receive notifications once new content is added. To track learning and engagement, customers are provided with a personal My Learning dashboard, which displays recently accessed courses and videos, a log of progress through courses and micro credentials from completed learning paths.

EBSCO Academy also links to EBSCO's live training module, with different courses available by region or by language. These free online sessions are offered on a regular basis. Generally, sessions are 30 minutes to one hour in length and are designed to be an open, collaborative experience. Trainers not only provide instruction, but also facilitate open discussions with customers—answering questions, offering examples and sharing best practices. Users and administrators can sign up to join the live presentation by going to EBSCO Academy's Instructor-led Courses page at <https://connect.ebsco.com/s/live-courses>. Many of these sessions are also recorded and available 24/7.

Unauthenticated users may access live training registration and recorded sessions, as well as overview videos for e-learning courses. Authenticated users have full access to EBSCO Academy content and features.

- **Customized Online Training:** EBSCO's Training Specialists are available to provide customized online sessions for organizations who would like institution-specific training. Virtual offerings can include sessions on one or more topics. These can be scheduled for any level of agency personnel, as needed, and can be requested through your site's dedicated sales representative. EBSCO's team has also had success in offering virtual series—encouraging participation in a string of short online classes with a common theme. The delivery platform features a variety of interactive tools (for up to 200 online participants at a time), including chatting, responding with emoticons, and taking quizzes and surveys, which the trainers use to generate engagement, thereby delivering a true value-added experience for all participants. These sessions can also be recorded, posted and shared for others to view.

In addition, EBSCO offers on-site training as part of its professional services, pending local safety recommendations. Pricing information is available upon request for sites that choose to engage this professional service.

**ATTACHMENT C**

**OFFEROR DISCOUNT PRICING SHEET**

Offerors shall return a completed copy of this attachment with their proposals. If pricing differs by type of library (public, academic, school, special), the offeror shall submit a separate copy of this attachment and specify the type of library for which pricing is proposed.

All discounts quoted will be applied to the publishers' lowest list price in effect at the time of shipment and exclude freight-pass-through pricing.

Participating libraries reserve the right to request supporting documentation (including copies of the publishers' invoices) on discount or service charge decisions of the contractor at any time during the contract period.

**The written statement of the offeror's proposed discount structure must be firm for the entire period of the contract.**

**I. PRINT BOOKS Not Applicable.**

1. Specify the print book discount rates the vendor will offer. In Comments, specify discount conditions/restrictions/other, if applicable.

Type	Discount Rate %		Minimum Order Amount, if any, for Discount Rate to Apply	Comments
	1 Copy	2+ Copy		
Trade Hardcover				
Trade/Quality Paperback				
Mass Market Paperback				
Prebound				
Publishers' Binding				
Special Edition Binding				
Reinforced Binding				
Current/Popular				
Reference				
Large Print				
Non-English Language				
Graphic Novels				
University Press				
Other - List Below:				

2. Specify the print book cataloging/processing pricing the vendor will offer. In Comments, specify pricing conditions/restrictions/other, if applicable.

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
Catalog Card Package Per Book <i>(pocket, spine label, circulation card, catalog card set)</i>				
Circulation Card Package Per Book <i>(pocket, spine label, circulation card, no catalog cards)</i>				
Automation Processing Package Per Book <i>(bar code, spine label, standard MARC record)</i>				
Automation Shelf Ready Standard Package Per Book - <i>(bar code, spine label, standard MARC record, theft detection)</i>				
Automation Shelf Ready RFID Package Per Book - <i>(spine label, RFID tag)</i>				
MARC Record - Standard				
MARC Record - Custom				
Date Due Slip				
Pocket				
Catalog Card Set				
Circulation Card				
Theft Detection				
RFID Tag				
Colibri Cover				
Kapco Cover				

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
Mylar - Applied Over Dust Cover				
Other Paperback Laminate (Specify thickness)				
Bar Code Label				
Custom Label				
Spine Label				
Colored Dots				
Label Protector				
Property Stamping				
Property Label				
Other - List Below (if package, specify components included):				

3. Will the vendor offer print book volume purchasing discounts?

Yes  
 No

If Yes, describe:

4. Describe other discounts for print books and/or related services that the vendor will offer in addition to those specified in questions 1 through 3 above.



**II. ELECTRONIC BOOKS**

1. Specify the electronic book discount rates the vendor will offer. In Comments, specify discount conditions/restrictions/other, if applicable.

Type	Discount Rate %		Minimum Order Amount, if any, for Discount Rate to Apply	Comments
	1 Copy	2+ Copy		
Fiction				
Nonfiction				
Other - List Below:				
	EBSCO is pleased to offer EBSCO eBooks subscription collections with discount rates available, as detailed under Question 3 and the following Additional Pricing Information.			

2. Specify the electronic book cataloging/processing pricing the vendor will offer. In Comments, specify pricing conditions/restrictions/other, if applicable.

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
MARC Record - Standard				Not applicable. EBSCO provides complimentary MARC Records.
MARC Record - Custom				
Other - List Below (if package, specify components included):				

3. Will the vendor offer electronic book volume purchasing discounts?

Yes  
 No

If Yes, describe: EBSCO will provide the following discount for EBSCO eBooks subscription collections based on the number of subscribers:

- Up to 5 subscribers: 5% discount
- 6-15 subscribers: 10% discount
- 16-30 subscribers: 15% discount
- 31+ subscribers: 20% discount

4. Describe other discounts for electronic books and/or related services that the vendor will offer in addition to those specified in questions 1 through 3 above.

Please see the following **Additional Pricing Information** for pricing and discount details.

**III. AUDIOBOOKS**    **Not Applicable.**

1. Specify the audiobook discount rates the vendor will offer. In Comments, specify discount conditions/restrictions/other, if applicable.

Type	Discount Rate %		Minimum Order Amount, if any, for Discount Rate to Apply	Comments
	1 Copy	2+ Copy		
Audiobook CD				
Downloadable audio				
Streaming audio				
Fiction				
Nonfiction				
Current/Popular				
Non-English Language				
Other - List Below:				

2. Specify the audiobook cataloging/processing pricing the vendor will offer. In Comments, specify pricing conditions/restrictions/other, if applicable.

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
Media Processing Package Per Item <i>(removal of shrink wrap and security devices, re-package in standard case, insertion of scanned publisher artwork, label)</i>				
MARC Record - Standard				
MARC Record - Custom				

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
Date Due Slip				
Pocket				
Catalog Card Set				
Circulation Card				
Theft Detection				
RFID Tag				
Bar Code Label				
Custom Label				
Spine Label				
Label Protector				
Property Stamping				
Property Label				
Other - List Below (if package, specify components included):				

3. Will the vendor offer audiobook volume purchasing discounts?

Yes  
 No

If Yes, describe:

4. Describe other discounts for audiobooks and/or related services that the vendor will offer in addition to those specified in questions 1 through 3 above.

**IV. MUSIC**    **Not Applicable.**

1. Specify the music discount rates the vendor will offer. In Comments, specify discount conditions/restrictions/other, if applicable.

Type	Discount Rate %		Minimum Order Amount, if any, for Discount Rate to Apply	Comments
	1 Copy	2+ Copy		
Music CD				
Downloadable music				
Streaming music				
Print music (e.g. scores, sheet music)				
Current/Popular				
Classical				
International				
Other - List Below:				

2. Specify the music cataloging/processing pricing the vendor will offer. In Comments, specify pricing conditions/restrictions/other, if applicable.

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
Media Processing Package Per Item <i>(removal of shrink wrap and security devices, re-package in standard case, insertion of scanned publisher artwork, label)</i>				
MARC Record - Standard				
MARC Record - Custom				

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
Date Due Slip				
Pocket				
Catalog Card Set				
Circulation Card				
Theft Detection				
RFID Tag				
Bar Code Label				
Custom Label				
Spine Label				
Label Protector				
Property Stamping				
Property Label				
Other - List Below (if package, specify components included):				

3. Will the vendor offer music volume purchasing discounts?

Yes  
 No

If Yes, describe:

4. Describe other discounts for music and/or related services that the vendor will offer in addition to those specified in questions 1 through 3 above.

**V. VIDEO Not Applicable.**

1. Specify the video discount rates the vendor will offer. In Comments, specify discount

conditions/restrictions/other, if applicable.

Type	Discount Rate %		Minimum Order Amount, if any, for Discount Rate to Apply	Comments
	1 Copy	2+ Copy		
DVD				
Blu-ray				
Streaming video				
Feature/Entertainment				
Educational/Instruction				
TV Shows				
Animated				
Foreign				
Video games				
Other - List Below:				

2. Specify the video cataloging/processing pricing the vendor will offer. In Comments, specify pricing conditions/restrictions/other, if applicable.

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
Media Processing Package Per Item <i>(removal of shrink wrap and security devices, re-package in standard case, insertion of scanned publisher artwork, label)</i>				
MARC Record - Standard				
MARC Record - Custom				

Type	Discount / Pricing	Minimum Order Amount, if any, for	Comments
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	Attached	Unattached	Discount/Pricing to Apply	
Date Due Slip				
Pocket				
Catalog Card Set				
Circulation Card				
Theft Detection				
RFID Tag				
Bar Code Label				
Custom Label				
Spine Label				
Label Protector				
Property Stamping				
Property Label				
Other - List Below ( <i>if package, specify components included</i> ):				

3. Will the vendor offer video volume purchasing discounts?

\_\_\_\_ Yes  
 \_\_\_\_ No

If Yes, describe:

4. Describe other discounts for video and/or related services that the vendor will offer in addition to those specified in questions 1 through 3 above.



## Attachment C – Additional Pricing Information

In response to MALiA's solicitation, EBSCO is offering a variety of e-book subscription collections. Financial benefits include no added fees or recurring costs, including no platform, hosting, access or delivery fees. There are also no fees associated with implementation, online training, ongoing support or MARC record delivery.

For details on each offer, applicable pricing and discounts, please see the following details. There are no additional charges other than those outlined below:

### **EBSCO eBooks Subscription Collections**

EBSCO eBooks subscription collections contain large selections of market-oriented titles across various subject areas, complementing any library collection. Packages are offered as an annual subscription, with unlimited simultaneous user access for all titles. In addition, titles are added to each package throughout the year and MARC records are provided at no additional cost. The following subscription collections can be ordered through your dedicated Sales representative.

#### For academic libraries and special libraries:

- **EBSCO eBooks Academic Collection**  
Offer the e-books your students can depend on for their research. This multidisciplinary collection includes 210,000 e-books covering a large selection of academic subjects and features e-books from leading publishers and university presses.

Gain Access to E-Books Across Many Subjects:

- Business and economics
- Education
- Language arts and disciplines
- Political science
- Religion
- Literary criticism
- Medical
- Social Science
- Philosophy
- Technology and engineering
- World history

Leading University Presses and Academic Publishers Include:

- Cambridge University Press
- De Gruyter
- Elsevier
- Harvard University Press
- John Wiley & Sons
- Oxford University Press
- Sage Publications
- State University of New York Press
- Taylor & Francis
- University of California Press

Website: <https://www.ebsco.com/products/ebooks/academic-collection>

Title List: <https://www.ebsco.com/sites/g/files/nabnos191/files/acquiadam-assets/EBSCO-eBooks-Academic-Collection-Title-List-US.xlsx>

**Pricing and discounts for the EBSCO eBooks Academic Collection:**

<i>EBSCO eBooks Academic Collection</i>	
FTE	Price *
Up to 2,499	\$4,125
2,500 – 4,999	\$8,250
5,000 – 7,499	\$13,324
7,500 – 9,999	\$18,054
10,000 – 12,499	\$22,440
12,500 – 14,999	\$26,469
15,000 – 17,499	\$30,168
17,500 – 19,999	\$33,523
20,000 – 22,499	\$35,063
22,500 – 24,999	\$37,538
25,000 - Plus	\$39,703
Number of subscribers	Percent Discount
Up to 5 subscribers	5% discount
6-15 subscribers	10% discount
16-30 subscribers	15% discount
31+ subscribers	20% discount

*\*Please note, pricing is calculated based on the FTE of institutions that opt into participation. This package is offered on an annual subscription basis. Pricing will remain firm fixed for initial 3-year contract. Additional, 1-year options are subject to price increase, not to exceed 5%.*

**For public libraries:**

- **EBSCO eBooks Public Library Collection**

Give your patrons access to a collection of 49,000 high-quality e-books covering a wide range of topics such as self-help, fitness, games, hobbies and cooking. This general reference e-book collection features titles for both adults and juveniles, as well as best-selling and recommended titles from leading publishers.

Gain Access to E-Books Across Many Subjects:

- Anthropology
- Geography
- History of the Americas
- Juvenile fiction
- Language and literature
- Philosophy
- Psychology
- Recreation
- Religion
- Science
- Social sciences
- Technology

Top Trade Publishers and Leading Professional Societies and Organizations Include:

- Abdo Publishing Group
- Crabtree Publishing

- Independent Publishers Group
- John Wiley & Sons
- Lerner Publishing Group
- Rourke Publishing
- Rowman & Littlefield Publishing

Website: <https://www.ebsco.com/products/ebooks/public-library-collection>

Title List: <https://www.ebsco.com/sites/g/files/nabnos191/files/acquiadam-assets/EBSCO-eBooks-Public-Library-Collection-Title-List-US.xlsx>

**Pricing and discounts for the EBSCO eBooks Public Library Collection:**

<b>EBSCO eBooks Public Library Collection</b>	
<b>FTE</b>	<b>Price*</b>
<10,000	\$1,095
10,001-50,000	\$1,425
50,001-75,000	\$2,035
75,001-100,000	\$2,827
100,001-150,000	\$3,955
150,001-200,000	\$5,143
200,001-300,000	\$6,688
300,001-400,000	\$8,696
400,001-600,000	\$11,303
600,001-1,000,000	\$14,850
1,000,000+	\$17,050
<b>Number of subscribers</b>	<b>Percent Discount</b>
Up to 5 subscribers	5% discount
6-15 subscribers	10% discount
16-30 subscribers	15% discount
31+ subscribers	20% discount

*\*Please note, pricing is calculated based on the estimated population served for libraries that opt into participation. This package is offered on an annual subscription basis. Pricing will remain firm fixed for initial 3-year contract. Additional, 1-year options are subject to price increase, not to exceed 5%.*

**For K-8 and high school libraries:**

- **EBSCO eBooks K-8 Collection**  
Featuring 15,000 high-quality titles, this cost-effective e-book collection supports a quality learning experience for K-8 students across all subject areas taught in elementary and middle schools. It’s an effective way to provide educators with full-text e-books to support their curricula. Titles align with Common Core Curriculum Standards (for participating U.S. states).

Gain Access to E-Books Across Many Topics:

- Agriculture
- American history
- Anthropology
- Education
- Geography
- History of the Americas
- Language
- Leisure
- Literature
- Recreation
- Science
- Technology

Top Trade, Educational Publishers, and Leading Organizations Include:

- Brill Academic Publishers
- Harvard University Press
- Indiana University Press
- Oxford University Press USA
- Rutgers University Press
- Sage Publications, Ltd.
- State University of New York Press
- Taylor & Francis

Website: <https://www.ebsco.com/products/ebooks/k-8-collection>

Title List: <https://www.ebsco.com/sites/g/files/nabnos191/files/acquiadam-assets/EBSCO-eBooks-K-8-Collection-Title-List.xlsx>

**EBSCO eBooks High School Collection**

Give students, educators and administrators on-the-go access to popular e-books. This robust collection, featuring 12,000 titles, is an easy and cost-effective way for libraries to provide full-text e-books that align with their school's curricula. It includes a selection of classic literary works, important historical documents and general reference materials. Titles align with Common Core Curriculum Standards (for participating U.S. states).

Gain Access to E-Books Across Many Subjects:

- Agriculture
- Education
- Fine arts
- Language and literature
- Law
- Music
- Psychology
- Political science
- Science
- Technology
- Word history

Leading High School Publishers, Presses and Professional Organizations Include:

- Bloomsbury
- Brill
- Independent Publishers Group
- Orca Book Publishers
- Saddleback Educational Publishing
- Salem Press
- University of California Press

**Pricing and discounts for the *EBSCO eBooks K-8 Collection* and *EBSCO eBooks High School Collection*:**

<i>EBSCO eBooks K-8 Collection and EBSCO eBooks High School Collection</i>	
<b>Collection</b>	<b>Price*</b>
<i>EBSCO eBooks K-8 Collection</i>	\$875
<i>EBSCO eBooks High School Collection</i>	\$1,975
<b>Number of subscribers</b>	<b>Percent Discount</b>
<b>Up to 5 subscribers</b>	5% discount
<b>6-15 subscribers</b>	10% discount
<b>16-30 subscribers</b>	15% discount
<b>31+ subscribers</b>	20% discount

*\*Please note, pricing is calculated per school building for districts those that opt into participation. These packages are offered on an annual subscription basis. Pricing will remain firm fixed for initial 3-year contract. Additional, 1-year options are subject to price increase, not to exceed 5%.*

**ATTACHMENT E – MUST BE COMPLETED**

**Small Business Subcontracting Plan**

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential bidders are required to include this document with their bid response in order to be considered responsive.

**Small Business:** "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for bids. This shall also include DSBSD-certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the bid due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at [www.SBSD.virginia.gov](http://www.SBSD.virginia.gov) (Customer Service).

**Bidder Name:** EBSCO Information Services, LLC

**Preparer Name:** Alex Saltzman, Sr. VP of Inside Sales **Date:** 2/8/22

**Who will be doing the work:**  I plan to use subcontractors  I plan to complete all work

**Instructions**

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in relation to the bidder’s total price for the initial contract period in Section B.

**Section A**

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification number: N/A Certification Date: N/A

**Section B**

If the “I plan to use subcontractors box is checked,” populate the requested information below, per subcontractor to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder’s total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

**B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement**

**Subcontract #1**

Company Name: N/A SBSB Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SBSB Certification: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

**Subcontract #2**

Company Name: \_\_\_\_\_ N/A \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

**Subcontract #3**

Company Name: \_\_\_\_\_ N/A \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

**Subcontract #4**

Company Name: \_\_\_\_\_ N/A \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

**Subcontract #5**

Company Name: \_\_\_\_\_ N/A \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

**ATTACHMENT F - MUST BE COMPLETED**

**Virginia State Corporation Commission (SCC) registration information.**

**The offeror:**

is a corporation or other business entity with the following SCC identification number:  
11291432 **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):



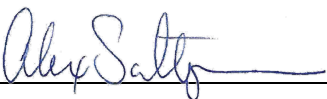
**ATTACHMENT G - MUST BE COMPLETED**

**Proprietary/Confidential Information Identification**

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state the reasons why protection is necessary. The proprietary or trade secret material submitted in the original and all copies of the proposal must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

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Regarding the **General Terms and Conditions**, EBSCO asks that MALiA consider these minor deviations and advise on acceptance or rejection. In the event any of these are unacceptable, EBSCO would request the opportunity to revisit and negotiate prior to any disqualification. Additionally, we have included our license agreements as **Appendix 3** for review, which we would request be included with any resulting contract.

#### VIII. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "I Sell To Virginia".
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
  - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000:  
By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:**  
Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
- 1. **To Prime Contractor:**
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or

purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351... The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
    - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
    - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
  - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**Commented [A1]:** Please note, EBSCO has included our eContent Agreement

- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources ~~and hold the contractor responsible for any resulting additional purchase and administrative costs~~. This remedy shall be in addition to any other remedies which the Commonwealth may have.

**Commented [A2]:** EBSCO does not agree to cover the cost of seeking alternative service.

Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

S. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by

the Contractor (or third party owner of such motor vehicle.)

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice in eVA ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
  - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.



Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

Z. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.

AA. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

BB. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

## I. SPECIAL TERMS AND CONDITIONS

A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

B. **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under

consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

- C. **ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at any time during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
- D. **CANCELLATION OF CONTRACT:** ~~The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party.~~ Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- E. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for two successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
- F. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- G. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in multiple purchase order(s) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

- H. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for 120 days. At the end of the days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- I. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- J. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- K. **CONTINUITY OF SERVICES:**
  - a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without

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interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

- (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
- (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

- b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

L. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

M. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

N. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

O. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING :**

- A. **Submission of Small Business Subcontracting Plan:** It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the offeror shall note such on the Small Business Subcontracting Plan. No offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small

Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.

- B. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution annual reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
- C. Prime Contractor Subcontractor Reporting:
  - 1. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on annual basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
  - 2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on annual basis, all applicable information on use of subcontractors that are **not** DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
- P. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- Q. **CONFIDENTIALITY (Contractor):** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the agency and its designees, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project will be required to sign the Confidentiality statement in this solicitation.
- R. **ENERGY-EFFICIENT AND WATER-EFFICIENT GOODS:** When an agency or institution receives two or more bids for products that are Energy Star certified, meet the Federal Energy Management Program (FEMP) designated efficiency requirements, appear on FEMP's Low Standby Power Product List; or are WaterSense certified, the agency or institution shall only select among those bids.

## II. ATTACHMENTS:

- A. Offeror Data Sheet
- A. Service Requirements Deemed Important in Consideration of Contractor Selection
- B. Offeror Discount Pricing List
- C. MALiA Member Listing
- D. Small Business Subcontracting Plan
- E. Virginia State Corporation Commission (SCC) Registration information
- F. Proprietary/Confidential Information Identification
- G. [EBSCO License and Library eContent Agreements](#)

**Commented [A4]:** EBSCO license agreements should become a part of the resulting contract. Please see the attached.

LAST UPDATED: January 22, 2022

## EBSCO LICENSE AGREEMENT

### Standard

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#### I. LICENSE

A. EBSCO hereby grants to the Licensee a nontransferable and non-exclusive right to use the Databases and Services made available by EBSCO according to the terms and conditions of this Agreement. The Databases and Services made available to Authorized Users are the subject of copyright protection, and the original copyright owner (EBSCO or its licensors) retains the ownership of the Databases and Services and all portions thereof. EBSCO does not transfer any ownership, and the Licensee and Sites may not reproduce, distribute, display, modify, transfer or transmit, in any form, or by any means, any Database or Service or any portion thereof without the prior written consent of EBSCO, except as specifically authorized in this Agreement.

B. The Licensee is authorized to provide on-site access through the Sites to the Databases and Services to any Authorized User. The Licensee may not post passwords to the Databases or Services on any publicly indexed websites. The Licensee and Sites are authorized to provide remote access to the Databases and Services only to their patrons as long as security procedures are undertaken that will prevent remote access by institutions, employees at non-subscribing institutions or individuals, that are not parties to this Agreement who are not expressly and specifically granted access by EBSCO. For the avoidance of doubt, if Licensee provides remote access to individuals on a broader scale than was contemplated at the inception of this Agreement then EBSCO may hold the Licensee in breach and suspend access to the Database(s) or Services. **Remote access to the Databases or Services is permitted to patrons of subscribing institutions accessing from remote locations for personal, non-commercial use. However, remote access to the Databases or Services from non-subscribing institutions is not allowed if the purpose of the use is for commercial gain through cost reduction or avoidance for a non-subscribing institution.**

C. Licensee and Authorized Users agree to abide by the Copyright Act of 1976 as well as by any contractual restrictions, copyright restrictions, or other restrictions provided by publishers and specified in the Databases or

Services. Pursuant to these terms and conditions, the Licensee and Authorized Users may download or print limited copies of citations, abstracts, full text or portions thereof, provided the information is used solely in accordance with copyright law. Licensee and Authorized Users may not publish the information. Licensee and Authorized Users shall not use the Database or Services as a component of or the basis of any other publication prepared for sale and will neither duplicate nor alter the Databases or Services or any of the content therein in any manner, nor use same for sale or distribution. Licensee and Authorized Users may create printouts of materials retrieved through the Databases or Services online printing, offline printing, facsimile or electronic mail. All reproduction and distribution of such printouts, and all downloading and electronic storage of materials retrieved through the Databases or Services shall be for internal or personal use. Downloading all or parts of the Databases or Services in a systematic or regular manner so as to create a collection of materials comprising all or part of the Databases or Services is strictly prohibited whether or not such collection is in electronic or print form. Notwithstanding the above restrictions, this paragraph shall not restrict the use of the materials under the doctrine of "fair use" as defined under the laws of the United States. Publishers may impose their own conditions of use applicable only to their content. Such conditions of use shall be displayed on the computer screen displays associated with such content. The Licensee shall take all reasonable precautions to limit the usage of the Databases or Services to those specifically authorized by this Agreement.

D. Authorized Sites may be added or deleted from this Agreement as mutually agreed upon by EBSCO and Licensee.

E. Licensee agrees to comply with the Copyright Act of 1976, and agrees to indemnify EBSCO against any actions by Licensee that are not consistent with the Copyright Act of 1976.

F. The computer software utilized via EBSCO's Databases and Service(s) is protected by copyright law and international treaties. Unauthorized reproduction or distribution of this software, or any portion of it, is not allowed. User shall not reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the software, or create derivative works from the software.

G. The Databases are not intended to replace Licensee's existing subscriptions to content available in the Databases.

H. Licensee agrees not to include any advertising in the Databases or Services.

## **II. LIMITED WARRANTY AND LIMITATION OF LIABILITY**

A. EBSCO and its licensors disclaim all warranties, express or implied, including, but not limited to, warranties of merchantability, noninfringement, or fitness for a particular purpose. Neither EBSCO nor its licensors assume or authorize any other person to assume for EBSCO or its licensors any other liability in connection with the licensing of the Databases or the Services under this Agreement and/or its use thereof by the Licensee and Sites or Authorized Users.

B. THE MAXIMUM LIABILITY OF EBSCO AND ITS LICENSORS, IF ANY, UNDER THIS AGREEMENT, OR ARISING OUT OF ANY CLAIM RELATED TO THE PRODUCTS, FOR DIRECT DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY EBSCO FROM LICENSEE HEREUNDER UP TO THE TIME THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY OCCURRED. IN NO EVENT SHALL EBSCO OR ITS LICENSORS BE LIABLE TO LICENSEE OR ANY AUTHORIZED USER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES RELATED TO THE USE OF THE DATABASES OR

SERVICES OR TO THESE TERMS AND CONDITIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

C. Licensee is responsible for maintaining a valid license to the third-party resources configured to be used via the Services (if applicable). EBSCO disclaims any responsibility or liability for a Licensee accessing the third-party resources without proper authorization.

D. EBSCO is not responsible if the third-party resources accessible via the Services fail to operate properly or if the third-party resources accessible via the Services cause issues for the Licensee. While EBSCO will make best efforts to help troubleshoot problems, Licensee acknowledges that certain aspects of functionality may be dependent on third party resource providers who may need to be contacted directly for resolution.

### **III. PRICE AND PAYMENT**

A. License fees have been agreed upon by EBSCO and the Licensee, and include all retrospective issues of the Product(s) as well as updates furnished during the term of this Agreement. The Licensee's obligations of payment shall be to EBSCO or its assignee. Payments are due upon receipt of invoice(s) and will be deemed delinquent if not received within thirty (30) days. Delinquent invoices are subject to interest charges of 12% per annum on the unpaid balance (or the maximum rate allowed by law if such rate is less than 12%). The Licensee will be liable for all costs of collection. Failure or delay in rendering payments due EBSCO under this Agreement will, at EBSCO's option, constitute material breach of this Agreement. If changes are made resulting in amendments to the listing of authorized Sites, Databases, Services and pricing identified in this Agreement, pro rata adjustments of the contracted price will be calculated by EBSCO and invoiced to the Licensee and/or Sites accordingly as of the date of any such changes. Payment will be due upon receipt of any additional pro rata invoices and will be deemed delinquent if not received within thirty (30) days of the invoice dates.

B. Taxes, if any, are not included in the agreed upon price and may be invoiced separately. Any taxes applicable to the Database(s) under this Agreement, whether or not such taxes are invoiced by EBSCO, will be the exclusive responsibility of the Licensee and/or Sites.

### **IV. TERMINATION**

A. In the event of a breach of any of its obligations under this Agreement, Licensee shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from EBSCO. Within the period of such notice, Licensee shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Licensee fails to remedy such a breach within the period of thirty (30) days, EBSCO may (at its option) terminate this Agreement upon written notice to the Licensee.

B. If EBSCO becomes aware of a material breach of Licensee's obligations under this Agreement or a breach by Licensee or Authorized Users of the rights of EBSCO or its licensors or an infringement on the rights of EBSCO or its licensors, then EBSCO will notify the Licensee immediately in writing and shall have the right to temporarily suspend the Licensee's access to the Databases or Services. Licensee shall be given the opportunity to remedy the breach or infringement within thirty (30) days following receipt of written notice from EBSCO. Once the breach or infringement has been remedied or the offending activity halted, EBSCO shall reinstate access to the Databases or Services. If the Licensee does not satisfactorily remedy the offending activity within thirty (30) days, EBSCO may terminate this Agreement upon written notice to the Licensee.

C. The provisions set forth in Sections I, II and V of this Agreement shall survive the term of this Agreement and shall continue in force into perpetuity.

**V. NOTICES OF CLAIMED COPYRIGHT INFRINGEMENT**

EBSCO has appointed an agent to receive notifications of claims of copyright infringement regarding materials available or accessible on, through, or in connection with our services. Any person authorized to act for a copyright owner may notify us of such claims by contacting the following agent: Kim Stam, EBSCO Publishing, 10 Estes Street, Ipswich, MA 01938; phone: 978-356-6500, fax: 978-356-5191; email: [kstam@ebSCO.com](mailto:kstam@ebSCO.com). In contacting this agent, the contacting person must provide all relevant information, including the elements of notification set forth in 17 U.S.C. 512.

**VI. GENERAL**

A. Neither EBSCO nor its licensors will be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

B. This Agreement and the license granted herein may not be assigned by the Licensee to any third party without written consent of EBSCO.

C. If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.

D. If the Licensee and/or Sites use purchase orders in conjunction with this Agreement, then the Licensee and/or Sites agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the EBSCO License Agreement are made part of this purchase order and are in lieu of all terms and conditions, express or implied, in this purchase order, including any renewals hereof."

E. This Agreement and our [Privacy Policy](#) represent the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede any and all prior agreements and understandings, written and/or oral. There are no representations, warranties, promises, covenants or undertakings, except as described in this Agreement and our [Privacy Policy](#).

F. EBSCO grants to the Licensee a non-transferable right to utilize any IP addresses provided by EBSCO to Licensee to be used with the Services. EBSCO does not transfer any ownership of the IP addresses it provides to Licensee. In the event of termination of the Licensee's license to the Services, the Licensee's right to utilize such IP addresses will cease.

G. All information that EBSCO collects when Licensee accesses, uses, or provides access to, the Databases and Services is subject to EBSCO's [Privacy Policy](#), which is incorporated herein by reference. By accessing or using the Databases and/or Services, you consent to all actions taken by EBSCO with respect to your information in compliance with the [Privacy Policy](#).



## DATA PROCESSING ADDENDUM

This Data Processing Addendum (the “**Addendum**”) supplements the EBSCO License Agreement (the “**Agreement**”) between the Customer (“**Customer**”) and EBSCO Publishing, Inc. (“**EBSCO**”).

### 1. Definitions

- 1.1 For the purpose of this Addendum the terms, “**Controller,**” “**Processor,**” “**Data Subject,**” “**Personal Data,**” “**Personal Data Breach,**” “**Processing,**” “**Subprocessor,**” and “**Supervisory Authority**” shall have the same meanings as in applicable Data Protection Legislation, and their related terms shall be construed accordingly.
- 1.2 “**Appropriate technical and organizational measures**” shall be interpreted in accordance with applicable Data Protection Legislation.
- 1.3 “**Customer Personal Data**” means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer’s behalf in connection with the Agreement.
- 1.4 “**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time where EBSCO does business, including the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council (the “GDPR”), the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100, *et seq.* (the “CCPA”), and all other applicable laws and regulations relating to the Processing of Personal Data, including any legislation that implements or supplements, replaces, repeals and/or supersedes any of the foregoing.
- 1.5 “**International Data Transfer**” means the transfer (either directly or via onward transfer) of Personal Data from within the European Economic Area/United Kingdom (as applicable) to a country not recognized by the European Commission as providing an adequate level of protection for Personal Data (as described in the GDPR).
- 1.6 “**User Personal Data**” means the Personal Data provided directly by Customer’s end users to EBSCO through the products and services purchased by Customer.

### 2. Data Processing: EBSCO as Processor for Customer

- 2.1 Where Customer Personal Data is processed by EBSCO, EBSCO will act as the Processor and the Customer will act as the Controller.
- 2.1.1 Subject Matter. The subject matter of the Processing is the Customer Personal Data.
- 2.1.2 Duration. The Processing will be carried out for the duration set forth in the Agreement.
- 2.1.3 Nature and Purpose. The purpose of the Processing is the provision of products and services to the Customer purchased by the Customer from time to time.
- 2.1.4 Type of Customer Personal Data and Data Subjects. Customer Personal Data consists of the following categories of information relevant to the following categories of Data Subjects:

- (a) Representatives of Customer: name, address; email address; billing information; login credentials; geolocation data; and professional affiliation.
- (b) Customer's end users of the EBSCO products and services purchased by Customer (where personalized account information is provided to EBSCO by Customer): name; address; and email address.

- 2.2 EBSCO shall not Process Customer Personal Data other than on the Customer's documented instructions (as set forth in this Addendum or the Agreement or as otherwise directed by Customer in writing). EBSCO will not Process Customer Personal Data for any purpose, including for any commercial purpose, other than for the specific purpose of performing the services specified in the Agreement. If Processing of Customer Personal Data inconsistent with the foregoing provisions of this section is ever required by applicable Data Protection Legislation to which EBSCO is subject, EBSCO shall, to the extent permitted by applicable Data Protection Legislation, inform the Customer of that legal requirement before proceeding with the relevant Processing of that Customer Personal Data.
- 2.3 EBSCO will notify Customer promptly if, in EBSCO's opinion, an instruction for the Processing of Customer Personal Data infringes applicable Data Protection Legislation.
- 2.4 EBSCO shall ensure that all personnel who have access to and/or Process the Customer Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 2.5 EBSCO shall, in relation to the Customer Personal Data, implement appropriate technical and organizational measures to protect against unauthorized or unlawful Processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data. When considering what measure is appropriate, each party shall have regard to the state of good practice, technical development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful Processing or accidental loss or destruction, and to the nature of the data to be protected.
- 2.6 EBSCO shall assist Customer, taking into account the nature of the Processing, (A) by appropriate technical and organizational measures and where possible, in fulfilling Customer's obligations to respond to requests from data subjects exercising their rights under Applicable Data Protection Legislation; (B) in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of the Processing and the information available to EBSCO; and (C) by making available to Customer all information reasonably requested by Customer for the purpose of demonstrating that Customer's obligations relating to the appointment of processors as set out in Article 28 of the GDPR have been met.
- 2.7 EBSCO shall promptly notify Customer upon becoming aware of any confirmed Personal Data Breach affecting the Customer Personal Data.
- 2.8 Upon termination of the Agreement, EBSCO shall, at Customer's election, securely delete or return Customer Personal Data and destroy existing copies unless preservation or retention of such Customer Personal Data is required by any applicable law to which EBSCO is subject.
- 2.9 EBSCO shall allow Customer and Customer's authorized representatives to access and review up-to-date attestations, reports, or extracts thereof from independent bodies (e.g. external auditors, data

protection auditors) or suitable certifications, or to conduct audits or inspections to ensure compliance with the terms of this Addendum. Any audit or inspection must be conducted during EBSCO's regular business hours, with reasonable advance notice to EBSCO and subject to reasonable confidentiality procedures. In addition, audits or inspections shall be limited to once per year.

EBSCO shall, in the event of third-party subprocessing that is subject to Data Protection Legislation, (A) inform Customer and obtain its prior written consent (execution of this Addendum shall be deemed as Customer's prior written consent to such third-party subprocessing); (B) provide a list of third-party Subprocessors upon Customer's request; and (C) inform Customer of any intended changes to third-party Subprocessors, and give Customer a reasonable opportunity to object to such changes. If EBSCO provides Personal Data to third-party Subprocessors, EBSCO will include in its agreement with any such third-party Subprocessor terms which offer at least the same level of protection for the Customer Personal Data as those contained herein and as are required by applicable Data Protection Legislation.

### 3. Data Processing: EBSCO as Joint Controller With Customer

- 3.1 EBSCO and Customer shall act as joint Controllers with respect to User Personal Data.
- 3.2 EBSCO shall be responsible for providing Customer's end user Data Subjects with the information required under GDPR Articles 13 and 14 (including by identifying a contact point for Data Subjects) before processing User Personal Data, and with informing Customer's end users of the essence of EBSCO's arrangement with Customer.
- 3.3 EBSCO shall provide Customer's end user Data Subjects with the ability to exercise their individual rights with respect to User Personal Data within a self-service portal.

### 4. International Data Transfers

- 4.1 To the extent that any Customer Personal Data is subject to any International Data Transfer, the parties agree to be bound by, and all terms and provisions of the Controller to Processor Standard Contractual Clauses adopted by the European Commission ("**Processor Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:
  - 4.1.1 Customer is the "data exporter" and EBSCO International, Inc. is the "data importer;" and
  - 4.1.2 The provisions of Module Two are incorporated; the provisions under Modules One, Three, and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.
- 4.2 To the extent that any User Personal Data is subject to any International Data Transfer, the parties the parties agree to be bound by, and all terms and provisions of the Controller to Controller Standard Contractual Clauses adopted by the European Commission ("**Controller Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:
  - 4.2.1 Customer is the "data exporter" and EBSCO is the "data importer;" and
  - 4.2.2 The provisions of Module One are incorporated; the provisions under Modules Two,

Three and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.

- 4.3 The Processor Model Clauses and Controller Model Clauses shall be collectively, the “Standard Contractual Clauses.” The applicable version of the Standard Contractual Clauses is those which were approved by the European Commission on June 4, 2021. In the event that the Standard Contractual Clauses are updated, replaced, amended or re-issued by the European Commission (with the updated Standard Contractual Clauses being the “**New Contractual Clauses**”) during the term of this Addendum, the New Contractual Clauses shall be deemed to replace the Standard Contractual Clauses and the parties undertake to be bound by the terms of the New Contractual Clauses effective as of the date of the update (unless either party objects to such change) and the parties shall execute a form of the New Contractual Clauses.
- 4.4 The descriptions required by the Annexes of the Standard Contractual Clauses are replaced by the information in Schedule 1, Schedule 2, and Schedule 3 of this Addendum.
- 4.5 To the extent that the UK Information Commissioner’s Office issues any standard contractual clauses for the purpose of making lawful International Data Transfers during the term of this Addendum that will impact the transfers of Customer Personal Data or User Personal Data (with such clauses being the “**UK Standard Contractual Clauses**”), to the extent possible, the UK Standard Contractual Clauses shall be deemed to be incorporated into this Addendum and the parties undertake to be bound by the terms of the UK Standard Contractual Clauses effective as of the date of their issuance (unless either party objects to such change) and the parties shall execute a form of the UK Standard Contractual Clauses.

## Schedule 1

### List of Parties and Description of Data Transfers

#### A. LIST OF PARTIES

- 1. Name:** EBSCO Publishing, Inc.  
**Address:** 10 Estes Street, Ipswich, MA 01938  
**Contact person's name, position and contact details:**  
**Activities relevant to the data transferred under these Clauses:** Research  
**Signature and date:**  
**Role (controller/processor):** Joint Controller

- 2. Additional Information:**

- 1. Name:**  
**Address:**  
**Contact person's name, position and contact details:**  
**Activities relevant to the data transferred under these Clauses:**  
**Signature and date:**  
**Role (controller/processor):**

- 2. Additional Information:**

#### B. DESCRIPTION OF TRANSFER

**Categories of data subjects whose personal data is transferred:** Entity information required for handling the subscription, users of the application.

**Categories of personal data transferred:** Name, authentication information, search information, geolocation data, research notes, etc.

**Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.**

**The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis):**  
Continuous

**Nature of the processing:** The provision of products and services to the Customer.

**Purpose(s) of the data transfer and further processing:** To provide research tools, to personalize the experience, to prevent harvesting.

**The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:** As long as reasonably necessary, some personalization information will be held until deletion is requested by a customer or user.

**For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:** See subprocessor list.

#### C. COMPETENT SUPERVISORY AUTHORITY

*Identify the competent supervisory authority/ies in accordance with Clause 13:* Supervisory Authority of Ireland

## Schedule 2

### Details of technical and organizational security measures

EBSCO shall maintain and use appropriate safeguards to prevent the unauthorized access to or use of Customer Personal Data and to implement administrative, physical and technical safeguards to protect Customer Personal Data. Such safeguards shall include:

1. Network and Application Security and Vulnerability Management
2. Logical access controls
3. Secure media disposal controls
4. Logging Controls
5. Personnel Controls
6. Physical security and environmental controls

## Schedule 3

### List of Subprocessors

*EXPLANATORY NOTE: This Annex must be completed for Modules Two and Three, in case of the specific authorization of sub-processors (Clause 9(a), Option 1).*

The controller has authorized the use of any sub-processors listed on the attached Sub-processor List, or otherwise listed below:

**Your data may be shared or accessed with one or more of the following subprocessors**

*Last Updated: October 2021*

#### Data Center Facility Providers

*The following providers are used to store EBSCO data and deliver EBSCO products and services.*

Name	Purpose	Location
<b>Amazon Web Services (AWS)</b>	Most EBSCO products primarily use AWS for data storage and software delivery	United States for most products. Certain products allow customers to choose hosting options in other regions.
<b>Velocity Cloud (Navisite)</b>	Software delivery platform, hosting and services.	United States
<b>Markley Group</b>	EBSCO uses the Markley data center as backup to its main legacy data center in Ipswich MA.	United States

#### Software as a Service

*The various software packages below are used to monitor, manage and/or enhance the platform*

Name	Purpose	Location
<b>Amplitude</b>	Application metrics and analysis tool	United States
<b>Auth0</b>	SSO Authentication Services	United States
<b>ChurnZero</b>	Product usage analysis	United States
<b>CyberSource</b>	Credit Card Processing for EBSCO products. EBSCO products do not store credit card data.	United States
<b>DocuSign</b>	Handles contracts between EBSCO and customers.	United States
<b>FullStory</b>	Application metrics and analysis tool	United States
<b>Google Analytics</b>	Only used on the marketing site on a limited basis. Planned to be removed from all EBSCO sites by calendar year 2022.	United States
<b>Marketo</b>	Marketing campaign management.	United States



Name	Purpose	Location
Microsoft	Used by EBSCO employees for email and document share, as well as communication through Microsoft teams.	United States
OneTrust	Data Subject Access Right request software and consent management forms.	United States
Optimizely	Application feature optimization, experimentation, and rollout tool	United States
Osano	Consent management forms	United States
Pantheon	Web Operations platform for EBSCO's informational site.	United States
SalesForce	CRM for customer interactions	United States
Stripe	Credit Card Processing for EBSCO products. EBSCO products do not store credit card data.	United States, Ireland

**Staff Augmentation**

*EBSCO augments its internal staff with assistance from the following staffing providers*

Name	Purpose	Location
InfoSys	Software development support	India
EPAM	Software development support	India, Eastern Europe
NES	Customer support staff augmentation. NES Staff work within EBSCO managed offices using EBSCO managed workstations.	India

**Resold Products**

*EBSCO resells the following products that hold personal information*

OpenAthens	Single Sign On Service for customers.	United Kingdom
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LAST UPDATED: July 2020

## LIBRARY eCONTENT AGREEMENT

**This Library eContent Agreement** (this “Agreement”) is by and between Library (“Library”) and EBSCO Publishing, Inc., an Alabama corporation (“EBSCO”).

**Whereas**, EBSCO has acquired certain rights to convert various electronic books, audiobooks and other works to electronic format and to market and distribute the works as converted as eContent, and EBSCO operates an electronic library service for hosting and managing eContent and other materials over the Internet.

**Whereas**, Library desires to purchase licenses, subscriptions, or both, to certain eContent, subject to the terms and conditions described in this Agreement.

In consideration of the mutual covenants and obligations set forth below, the parties agree as follows.

### A. Definitions.

Terms defined within this Agreement have the respective meanings attributed to them throughout this Agreement or in this Section A. Any defined term may be used in the singular and in the plural, as appropriate in the context.

1. An “Affiliate” in the case of a company, is any company that is an affiliate, a subsidiary or a division of the company in which the company controls 50% or more of the voting stock or equity interest.
2. “Audiobooks(s)” mean EBSCO’s electronic versions of certain audiobooks and other works to which EBSCO has acquired certain rights.
3. “eBook(s)” mean EBSCO’s electronic versions of certain electronic books and other works to which EBSCO has acquired certain rights.
4. “EBSCOhost” means the website operated by EBSCO and open to the general public in order to provide information about EBSCO’s products and services.
5. “eContent” means Audiobooks, eBooks, or both, as applicable, depending on the context and the Library’s purchases.
6. “eContent Collection(s)” means a collection of eContent that EBSCO has grouped together for purchase or Subscription sales.
7. The “eContent License” means a license to use the relevant eContent.
8. “Library’s EBSCOhost” means the website operated by EBSCO and open to Library and Patrons in order to access and use eContent Licensed to Library.
9. A “MARC Record” means an electronic record containing metadata and other relevant information about the corresponding eContent.
10. “Patrons” mean Library’s registered faculty, members, patrons, students, and other authorized users, including both onsite users and remote users. Except in the case of a company, Patrons are individuals and may not be corporations or other entities. In the case of a company, Patrons means Library’s employees, independent contractors and other authorized users or Affiliates. For purposes of this Agreement, if the Library is a company, then Library will be responsible for the acts and omissions of its Patrons, its Affiliates and its Affiliates’ Patrons as if such were employees of Library or Library itself.

11. “Platform Services” mean EBSCO’s services related to Library’s ongoing access to and use of purchased eContent or eContent Collections, or both, via the Internet and Library’s EBSCOhost.
12. A “Subscription” means a license for access to the eContent Collection for a specified time period on the basis described in Exhibit A. A Subscription may include a lease of eContent.
13. “Subscription Price” means the price established for the license for access to the eContent Collection for the specified time period.

## **B. Library and Patron Usage.**

### **1. Copyrighted Works.**

- a. Library acknowledges and agrees that the copyright to the eContent is owned by or licensed to EBSCO and the respective publisher thereof. All Rights Reserved. By purchasing a license to eContent, Library obtains certain rights to access and use a copy of the eContent under this Agreement, but Library does not obtain or own any rights in the copyrights or any other intellectual property rights that may be associated with the eContent. Library agrees that any use of eContent by Library and its Patrons is governed by and will comply with applicable laws, including without limit U.S. copyright laws. Library acknowledges that it and its Patrons have no right to make copies of any eContent, or any portions thereof, except to the extent permitted by applicable copyright laws. Library may print or download limited portions of eContent, where such functionality is available, for the purposes of fulfilling interlibrary loan requests as long as those actions comply with Section 108 of the U.S. Copyright Act of 1976, as amended.
- b. Library acknowledges and agrees that repeated violations by Library or Patrons of copyright or other intellectual property right of EBSCO or any third party will give EBSCO the right to terminate this Agreement for cause.

### **2. Limiting Access Measures.**

Library will be solely responsible for determining which Patrons will have access to Library’s EBSCOhost under this Agreement. Library agrees to implement appropriate measures to limit the use of eContent through access by Patrons (“Limiting Access Measures”) within a reasonable time frame. Limiting Access Measures may change from time to time and include, but are not limited to, remote patron authentication applications, authentication through protected IP addresses, a patterned identification check and privileged user accounts. EBSCO, in its sole discretion, may discontinue Library’s access to Library’s EBSCOhost if Library fails to implement Limiting Access Measures within a reasonable timeframe. Except for standard fees charged by Library to Patrons, Library will not charge any Patron for use of Library’s EBSCOhost.

### **3. Terms of Use.**

The use of Library’s EBSCOhost by Library and Patrons will be governed by the “Terms of Use” currently available at <http://support.ebsco.com/ehost/terms.html>, as they may be amended from time to time, which are incorporated in this Agreement by reference. If a Library or a Patron violates the Terms of Use, EBSCO reserves the right, in its sole discretion, to suspend Library’s or the Patron’s access to and use of Library’s EBSCOhost. Library acknowledges and agrees that, in the case of repeated or persistent violations, EBSCO may terminate this Agreement. As between EBSCO and Library, the terms of this Agreement will prevail over any inconsistent provision of the Terms of Use, and no change in the Terms of Use will be applied to materially adversely affect Library’s rights under this Agreement. If Library uses Adobe Content Server then Library agrees to abide by the Adobe Content Server terms of use.

### **4. MARC Records.**

EBSCO and Library agree that for MARC Records that are the property of OCLC; Library may use these OCLC MARC Records only for its own internal purposes as further described in Exhibit D.

- a. If Library makes an eContent Subscription purchase under Exhibit A, then as part of the relevant Subscription Price; EBSCO will provide Library with one copy of the MARC Record that corresponds to each piece of eContent included in the Subscription purchased by Library.
- b. If Library makes an eContent purchase under Exhibit B, EBSCO will provide Library with one copy of the MARC Record that corresponds to each eContent license purchased by Library.

### **C. Termination.**

#### **1. Termination Without Cause.**

Either party may terminate this Agreement without cause by giving the other party at least sixty (60) days prior written notice of its intent to do so.

#### **2. Termination for Cause.**

Either party may terminate this Agreement for cause at any time by providing the other party with prior written notice of the occurrence of any of the following events:

- a. a party fails to timely pay any amounts due and payable, provided that the nonpayment is not cured within ten (10) days of the notice; or
- b. a party breaches any material provision of this Agreement provided that the breach cannot be, or is not, cured within sixty (60) days of the notice.

#### **3. Survival.**

All terms of this Agreement that are intended to survive termination for any reason of this Agreement will so survive, including without limit Section(s) B.1., B.2., D., E., F., H.4., and H.8.

### **D. Limited Warranty.**

EBSCO warrants that EBSCO has the necessary authority to license the eContent to Library and, if applicable, to provide Platform Services to Library. EBSCO warrants that it will use its commercially reasonable efforts to provide Platform Services as described in Exhibit C. of this Agreement.

### **E. Warranty Disclaimer.**

EXCEPT AS EXPRESSLY PROVIDED IN SECTION D. ABOVE, LIBRARY'S EBSCOHOST, PLATFORM SERVICES, AND ECONTENT LICENSED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AND EBSCO AND ITS CONTENT PROVIDERS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMIT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER EBSCO NOR ITS CONTENT PROVIDERS WARRANTS, GUARANTEES OR MAKES ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF LIBRARY'S EBSCOHOST OR ECONTENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY EBSCO OR ITS EMPLOYEES WILL

CREATE A REPRESENTATION OR WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF EBSCO'S OBLIGATIONS, AND LIBRARY MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

### **F. Limitation on Liability.**

Neither party will claim special, incidental, indirect, or consequential damages; including without limit lost profits, for breach of this Agreement. This limitation will also apply to any claims brought against EBSCO's content providers. Remedies are limited to claims for amounts due, for injunctive relief only as provided, or for direct damages. A party's aggregate liability for any and all claims, losses, liabilities, and demands arising, whether for breach of contract, in tort or otherwise, are limited to the total amount of eContent License Fees paid by Library to EBSCO, during the 12-month period immediately preceding the date on which the claim first arose.

### **G. Payment Terms.**

All fees and charges are due and payable thirty (30) days from the date of the related invoice unless otherwise specified on the Product Order Form and agreed to by EBSCO. EBSCO may deny Library and Patrons access to Library's EBSCOhost until the unpaid invoice is paid in full.

**H. Other Provisions.****1. Entire Agreement.**

All exhibits referred to in this Agreement are incorporated in this Agreement by reference. This Agreement sets forth the entire agreement between the parties with respect to the subject matter of the Agreement. This Agreement governs all orders for purchases of eContent, Subscriptions to eContent Collections, or both placed by Library during the Term.

**2. Modification or Amendment**

Any modification or amendment of this Agreement must be in writing and signed by a duly authorized representative of each party. For clarification, no term contained in a purchase order or other similar document submitted to EBSCO by Library will be binding on the parties.

**3. Assignment.**

Neither party may sell, assign, transfer or convey this Agreement or any rights and obligations without the prior written consent of the other party, which will not be unreasonably withheld. But, EBSCO may assign or transfer this Agreement to an affiliated company or to a third party that acquires substantially all of its assets upon written notice to the Library.

**4. Governing Law.**

This Agreement will be governed by the laws of the Commonwealth of Massachusetts, U.S.A. without regard to any conflict of laws or provisions contained in this Agreement, except as to copyright, trademark and other intellectual property matters, which are exclusively governed by the laws of the United States and any applicable international conventions. The parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods, however designated, will not apply to this Agreement. EBSCO and Library agree that any action arising from or out of the negotiations, execution, interpretation or enforcement of this Agreement may be brought in the state or federal courts located in the Commonwealth of Massachusetts, U.S.A. Library hereby consents to jurisdiction and venue in the

state and federal courts in Commonwealth of Massachusetts, U.S.A.

**5. Severability.**

If any provision of this Agreement proves to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and in lieu of any provision of this Agreement that is illegal, invalid or unenforceable, there will be added as a part of this Agreement a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible to be legal, valid and enforceable.

**6. Force Majeure.**

Neither party will be liable for, or have the right to terminate this Agreement as a result of, any delays or failures to perform any of its obligations under the Agreement to the extent that the delays or failures are due to circumstances beyond its reasonable control, including without limit acts of God; strikes; riots; acts of war; power failures; and functions or malfunctions of the Internet, telecommunications services, firewalls, encryption systems, and security devices; or governmental regulations imposed .

**7. Waiver.**

The waiver by either party of any right granted under this Agreement will not be deemed a waiver of any other right granted under this Agreement, or a precedent for any subsequent waiver.

**8. Notices.**

Any notice, demand, request, consent, approval or other communication (collectively, "Notices") required or permitted to be given under this Agreement will be in writing and sent by hand delivery, special courier capable of confirming receipt, United States Mail (certified mail, return receipt requested), or facsimile. The parties acknowledge and agree that a Notice might not be deemed effective if receipt is not confirmed. Notices will be sent to Library at the Mailing Address specified on the Product Order Form. Notices will be sent to EBSCO at the following address:

Address: EBSCO Publishing, Inc.  
 10 Estes Street  
 Ipswich, MA 01938  
 Attention: Sales Management  
 Telephone: (978) 356-6500  
 Facsimile: (978) 356-6565

c. Except as specified in the Agreement and the Product Order Form, there are no other Subscription Terms for eContent Collection(s). In the event of a conflict between the Agreement and the Product Order Form, the Product Order Form will control.

## EXHIBIT A TO LIBRARY ECONTENT AGREEMENT – ECONTENT SUBSCRIPTION PURCHASE

### A. Subscriptions to eContent Collection(s).

1. Purchase of Subscriptions to eContent Collection(s).
  - a. During the Term of the Agreement, Library may select and purchase Subscriptions to eContent Collection(s) in accordance with EBSCO's then current ordering practices. Each final order of Subscriptions to eContent Collection(s), as evidenced by a Product Order Form or online order, is incorporated in this Agreement by reference.
  - b. As EBSCO adds additional eContent Collection(s) or changes the terms and/or prices for existing eContent Collection(s), the EBSCO Subscription Prices are subject to change. However, in no case will changes to the EBSCO Subscription Prices be applied retroactively to existing Subscriptions.
  - c. Payment of the Subscription Fee allows Library to access the eContent Collection on Library's EBSCOhost website and receive Platform Services for such eContent for the term of the subscription.

### B. Additional Subscription Terms for eContent Collection(s).

- a. All purchases of Subscriptions are final.
- b. A library or other organization that purchases a Subscription will receive a license to access the eContent Collection. The library or other organization will not own any other rights in the eContent Collection.

## EXHIBIT B TO LIBRARY ECONTENT AGREEMENT – ECONTENT PURCHASE

### A. eContent Purchases.

1. **Purchase of eContent Licenses.**  
 During the Term of the Agreement, Library may select and purchase eContent Licenses in accordance with EBSCO's then current ordering practices. EBSCO will make the eContent Licenses available to Library according to EBSCO's agreements with its content providers, and partners. Each final order of eContent Licenses, as evidenced by a Product Order Form or online order, is incorporated in this Agreement by reference. All purchases of eContent are final. A purchase of an eContent License entitles the Library to receive Platform Services for Purchased eContent.
2. **Archive Services.** EBSCO shall maintain a digital archive of all eBooks purchased by a Library. In the event that EBSCO is no longer able to provide access to the eBooks as contemplated under this Agreement, Library may be provided copies or access the eBooks via this archive.
3. Library and Patrons will access Platform Services via Library's Internet connection, which will be Library's expense and responsibility.
4. Removing and Reinstating purchased eContent
  - a. Library may elect to have any purchased eContent removed from Library's EBSCOhost, by providing EBSCO with written notice of the election.
  - b. Library may elect to have any purchased eContent reinstated to Library's EBSCOhost, by providing EBSCO with written notice of

the election.

5. Notwithstanding any other provision of this Agreement, if EBSCO terminates this Agreement for cause under Section C.2. of the Agreement, then EBSCO's obligation to provide eContent and Platform Services will expire.

#### **B. Patron Access.**

Library will implement and maintain Limiting Access Measures, based on EBSCO's standard systems, which will control Patrons' access to Library's EBSCOhost.

### **EXHIBIT C TO LIBRARY ECONTENT AGREEMENT – ADDITIONAL TERMS APPLICABLE TO LIBRARIES THAT PARTICIPATE IN CONSORTIUM SHARED COLLECTION PURCHASES**

For Libraries that participate in Consortium Shared Collection purchases, the following provisions shall apply in addition to those set forth above.

#### **A. Definitions.**

1. **"Consortium"** is an institution that desires to purchase and market eContent and Platform Services to and for Libraries via a Shared Collection.
2. **The "Shared Collection(s)"** means a collection(s) of eContent licensed to Consortium for access and use by Consortium, participating

Libraries, and their Patrons under the terms and conditions of this Agreement; nothing in this Agreement is intended to grant Library any rights in the Shared Collection(s) without completion of appropriate paperwork and payment of related fees.

#### **B. Shared Collections.**

1. **Shared Collection(s) Access.** If a Consortium is purchasing Shared Collection(s) the following shall apply:

EBSCO will only permit access to and use of Consortium's Shared Collection(s) by a Library and the Library's Patrons if:

- a. Consortium has agreed to this Agreement,
- b. Consortium has given EBSCO written notice that Consortium is willing to allow the Library to access a particular Shared Collection, and
- c. the Library has agreed to be bound by this Agreement.

Until all of these conditions have been satisfied, EBSCO will have no obligation to permit the Library to access any Shared Collection of Consortium.

3. **Provision of Platform Services.** In the case of a Consortium, Library and Patrons will access the Shared Collection(s) through Library's EBSCOhost.

**EXHIBIT D TO LIBRARY ECONTENT AGREEMENT –  
GUIDELINES FOR THE USE AND TRANSFER OF OCLC-DERIVED RECORDS  
Revision of June 2, 2010**

The parties agree that the WorldCat Record Use and Data Licensing Policy located here shall apply to the use and transfer of OCLC- derived records: <https://www.oclc.org/en-AU/worldcat/community/record-use.html>  
Library does not, as a result of its use of the OCLC-Created MARC Records or any other circumstance, obtain any ownership of or intellectual property rights in or to the OCLC-Created MARC Records.



## EBSCO SERVICE LEVEL AGREEMENT

### Technical Support Services

**Availability:**

EBSCO offers Technical Support free of charge to customers. EBSCO's Technical Support representatives are trained to fully resolve any questions or issues related to EBSCO products. EBSCO offers this support 24 hours a day via the following methods:

Toll-Free Telephone (U.S. and Canada): 800-758-5995

International Toll-Free Telephone: (International Access Code)-800-3272-6000

Online: <https://connect.ebsco.com/s/contactsupport>

Technical Support based in the United States observes the following holidays: New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas. EBSCO's international Technical Support services observe local holidays.

In addition, the EBSCO Support Site is available 24/7 and offers user guides, tutorials, FAQs, trainer guides, and other self-service support resources at no additional charge for customers.

EBSCO Support Site: <https://connect.ebsco.com>

**Technical Service Response Times:**

Over 70% of cases reported to EBSCO's Technical Services Department are opened and resolved within the same business day. On average, callers into the Technical Support queue wait no more than 20 seconds. Email support requests receive an auto-generated response email with a case tracking number, with a further response provided by a Technical Service representative. EBSCO will generally respond to all technical service requests within 24-48 hours and will resolve 85% of all support cases within 5 business days.

**Case Tracking and Resolution:**

All Technical Service requests are assigned case numbers in the EBSCO Case Tracking system. When a problem is reported, it is generally responded to within 24-48 hours. If it can be resolved immediately, it will be, and the customer will be notified. If it requires further investigation, Technical Support will escalate the matter to EBSCO's Expert Services Team who will assist in troubleshooting the issue and, if required, track the problem through resolution with the appropriate technical, editorial and product teams within EBSCO. During the resolution process, customers will be kept informed of the progress, and all communications will be tracked to maintain a complete history. Once the issue is resolved, the customer will be notified and the case will be closed.

**Technical Communications**

EBSCO uses telephone, email and the web (EBSCO Support Site) to announce and communicate important technical updates and general release information to customers.

Upgrades and enhancements to all EBSCO products are ongoing, and EBSCO schedules major upgrades to occur at the least disruptive times for customers. Most upgrades and enhancement releases process without any interruption of service.

EBSCO's end-user services are built on an infrastructure designed to be available 24 hours a day, 365 days a year. In the unlikely event that EBSCO does require emergency maintenance, EBSCO will make all reasonable efforts to provide at least 48 hours of advanced notice to customers via email as well as an alert on the Support Site.

## **Critical Issues**

EBSCO defines a Critical Issue as a full or partial outage of the service such that a customer is unable to use the service as contracted. Critical Issues are very rare.

For Critical Issues, EBSCO strongly recommends that the customer call 800-758-5995 (U.S. and Canada) or (Country Code)-800-3272-6000 (International) for immediate assistance. Whether notified of the issue via internal monitoring systems or by customer inquiry, EBSCO will work to restore service as quickly as possible. In the unlikely event of a persistent outage lasting longer than two hours, EBSCO will initiate an email communication to customers alerting them that service is down and will post an alert to the EBSCO Support Site notifying customers of any currently available information.

## EBSCO SERVICE LEVEL AGREEMENT

### Availability

#### Definitions

**The Service** – The Service (*EBSCO Discovery Service* or *EBSCOhost*) is defined as the application that provides research services to the customer's end users/patrons. Administrative and ancillary applications, such as *EBSCOadmin*, are not considered a core part of the service and are therefore not subject to this Service Level Agreement.

**Downtime** – Downtime is any period of time greater than 10 minutes in duration, in which end users cannot use the service for its intended purposes, including searching, viewing results, following links to resources, and viewing full text. Downtime may manifest itself as the inability to complete actions due to application errors, or may result from slow performance. EBSCO will be the sole party responsible for measuring and reporting Downtime.

**Availability** – Availability is the numeric inverse of downtime. For any given period of time that users can use the service for its intended purposes, the application is Available. Downtime plus Availability shall equal 100% of the time in a given year. EBSCO will be the sole party responsible for measuring and reporting Availability.

**Performance** – Performance is defined as the amount of time for pages to be delivered to the end user's browser from the instant their request was submitted. This is referred to as End-To-End Performance. The Service will consist of several pages that will contribute to the site's overall Performance. EBSCO will be the sole party responsible for measuring and reporting site Performance.

#### Service Availability

EBSCO's commitment is to ensure that the service is available 99.9% of the time per year, excluding any planned maintenance. This equates to no more than 8.76 hours per year of unplanned Downtime. In the event that the Service exceeds 8.76 hours of unavailability, any subsequent incident of unplanned downtime per day would result in EBSCO extending the customer's subscription by one day per incident. No more than one day of subscription extension would be granted for any amount of Downtime incurred in a 24-hour period.

#### Service Performance

The Service is designed to have all pages be delivered in an average of 5 seconds or less. If the average page response time is greater than 5 seconds for more than 12 consecutive hours, EBSCO will extend the customer's subscription by one day.

#### Planned Maintenance

While EBSCO operates the Service in a manner that is designed to be available 24 hours per day, 365 days per year, it reserves the right to plan maintenance that would cause Downtime. It shall limit Downtime due to Planned Maintenance to less than 8 hours per year.