

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AWARD

| | | |
|---------------------------|-----------------------|--------------------------|
| EBSCO PUBLISHING, INC. | DATE ISSUED: | <u>09/30/2019</u> |
| 5724 HWY 280 EAST | CURRENT REFERENCE NO: | <u>20-076-R</u> |
| BIRMINGHAM, ALABAMA 35242 | CONTRACT TITLE: | <u>LIBRARY MATERIALS</u> |

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 20-076-R including any attachments or amendments thereto.

EFFECTIVE DATE: IMMEDIATELY

EXPIRES: 06/30/2020

RENEWALS: TWO (2) ONE (1) YEAR RENEWAL OPTIONS 07/01/2020 UNTIL 06/30/2022

COMMODITY CODE(S): 99818

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 20-076-R

EXHIBIT A – COMMONWEALTH OF VIRGINIA CONTRACT #2017-71500-01

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

| | | |
|--|-------------------------|-----------------------|
| <u>VENDOR CONTACT:</u> KARLA TEEL | <u>VENDOR TEL. NO.:</u> | <u>(205) 980-2734</u> |
| <u>EMAIL ADDRESS:</u> KTEEL@EBSCO.COM | | |
| <u>COUNTY CONTACT:</u> JUSTIN MARTIN (LIB) | <u>COUNTY TEL. NO.:</u> | <u>(703) 228-6332</u> |
| <u>COUNTY CONTACT EMAIL:</u> JBMARTIN@ARLINGTONVA.US | | |

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 20-076-R

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Ebsco Publishing, Inc. ("Contractor"), an Alabama corporation with a place of business at 5724 Highway 280 East, Birmingham, Alabama 35242 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A, Commonwealth of Virginia contract number 2017-71500-01 with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by the Commonwealth of Virginia and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with the Commonwealth of Virginia and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrase the Commonwealth of Virginia wherever those phrases appear in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than June 30, 2020 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

Upon satisfactory performance by the Contractor, if the Commonwealth of Virginia renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract unit prices for not more than two (2) additional twelve (12) month periods from July 1, 2020 until June 30, 2022 ("Subsequent Contract Term"). However, if the Commonwealth of Virginia does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the date of the Commonwealth of Virginia's contract expiration date.

3. CONTRACT PRICING

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit A for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to provide various library materials.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

8. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

9. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b) Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

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, national origin, age, disability or any other basis prohibited by state law related 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. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the

Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

12. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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 by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor 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.

13. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

14. RELATION TO COUNTY

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

15. DISPUTE RESOLUTION

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work,

or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

16. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

17. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

18. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

Contact Information for the Contractor:

Tamesha Jones, Senior Customer Service Representative
Ebsco Information Services
5724 Highway 280 East
Birmingham, Alabama 35242

Contact Information for the Department (Libraries)

Justin Martin, Project Officer
1015 N. Quincy Street
Arlington, Virginia 22201

Contact Information for Arlington County (Legal Authorization):

Office of the Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201
Attn: Lucas Alexander

19. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

20. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County.

21. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE: Lucas Alexander

NAME: LUCAS ALEXANDER
TITLE: PROCUREMENT OFFICER
DATE: 09/30/2019

EBSCO PUBLISHING, INC.

AUTHORIZED SIGNATURE: Bowen Thagard

NAME AND TITLE: Bowen Thagard
Senior Vice President
DATE: September 26, 2019

EXHIBIT A

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: 2017-71500-01

This contract entered into the 1st day of July 2017, by Ebsco Information Services, hereinafter called the "Contractor" and Commonwealth of Virginia, The Library of Virginia, called the "Purchasing Agency."

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

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

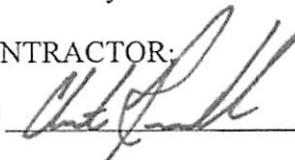
PERIOD OF PERFORMANCE: From July 1, 2017 through June 30, 2020 with two one-year additional renewal periods.

The contract documents shall consist of:

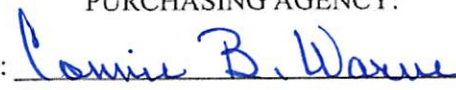
- (1) This signed form;
- (2) The following portions of the Request for Proposal #2017-71500-01 dated April 10, 2017:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions
- (3) The Contractor's Proposal dated April 28, 2017, all of which documents are incorporated herein.

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

CONTRACTOR:

By: 
Title: Senior VP of Inside Sales

PURCHASING AGENCY:

By: 
Title: Deputy

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, or any other basis prohibited by state law relating to discrimination in employment.



INFORMATION SERVICES

Mid-Atlantic Library Alliance (MALiA)

Solicitation # 2017-71500-01
Library Materials

April 28, 2017

April 28, 2017

Library of Virginia, on behalf of
Mid-Atlantic Library Alliance
Carolea Newsome, Contract Administrator
John Cook Wyllie Library
University of Virginia's College at Wise
One College Avenue
Wise, VA 24293

RE: Solicitation # 2017-71500-01 – Library Materials

Dear Ms. Newsome,

Thank you for the opportunity to respond to the Mid-Atlantic Library Alliance's solicitation for various library materials. In response to this request, EBSCO is bidding on **Lot 4 – eBooks**, and is pleased to present the *EBSCO eBooks* solution for MALiA's consideration.

Featuring more than one million e-books for leisure, research and learning – as well as several cost-effective acquisition models – with *EBSCO eBooks*, libraries of all kinds can easily meet the content needs of their users, optimize collection development and streamline library workflows – all while maximizing budget.

As you read through the following proposal, should you have any questions or need for further information, please feel free to contact your dedicated sales representative at any time:

- Steve O'Dell, Vice President of Field Sales, sodell@ebSCO.com or (800) 723-2726 x9720

Sincerely,



Dianah Tsilifonis
Marketing Coordinator
EBSCO Information Services
(800) 653-2726 x2160
dtsilifonis@ebSCO.com

REQUEST FOR PROPOSAL

Issue Date: April 10, 2017

Title: Library Materials

Commodity Codes: 71510,71512,71535, 71505, 71590

Issuing Agency: Library of Virginia, on behalf of
Mid-Atlantic Library Alliance (MALiA)
Carolea Newsome, Contract Administrator
John Cook Wyllie Library
University of Virginia's College at Wise
One College Avenue
Wise, VA 24293

Using Agency: Library of Virginia on behalf of Mid-Atlantic Library Alliance (MALiA)

Initial Period of Contract: From July 1, 2017 through June 30, 2020 with two one-year additional renewal periods.

Sealed Proposals Will Be Received Until 4:00 p.m. (Eastern Standard Time) on Friday, April 28, 2017, For Furnishing The Services Described Herein.

All Inquiries For Information Should Be Directed To: Carolea Newsome, Contract Administrator, 276/328-0152 (V), 276/455-9374 (C), or MALiAContract@ehc.edu.

IF PROPOSALS ARE MAILED, ARE HAND DELIVERED OR EXPRESS MAILED, SEND DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In compliance with this Request For Proposals (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name and Address of Firm: EBSCO Industries, Inc., 10 Estes Street, Ipswich, MA 01938

Date: April 25, 2017

By: Clinton Rumble

Name:  (Signature in Ink)
eVA Vendor ID or DUNS 17-574-5595 (Please Print)

Fax Number: (978) 356-6565

Title: Sr. VP of Inside Sales

E-mail Address: CRumble@ebSCO.com

Telephone Number: (800) 653-2726 x2241

Clinton Rumble

TAB 1

Executive Summary

TAB 2

Attachment A:
Offeror Data Sheet

TAB 3

Attachment B:
Service Requirements

TAB 4

Attachment C:
Pricing for Offer Consideration

TAB 5

Attachment E:
Small Business Subcontracting Plan

TAB 6

Attachment F:
State Corporation Commission Form

TAB 7

Appendix 1:
EBSCO eBooks Contract Publishers

TAB 8

Appendix 2:
Exceptions to Terms

Appendix 3:
EBSCO's License Agreement

EXECUTIVE SUMMARY

Thank you for the opportunity to respond to the Mid-Atlantic Library Alliance's solicitation for various library materials. As a company, EBSCO has been privileged to work with libraries throughout the Mid-Atlantic region for many years, providing a variety of digital resources and library services. In continuing this tradition, EBSCO's goal is to supply MALiA with the quality e-book solution needed to best support its diverse member libraries and audiences.

About *EBSCO eBooks*

The overall *EBSCO eBooks* collection currently features more than one million titles from nearly 1,300 publishers around the world, offering coverage for the widest range of subjects, genres and areas of interest. Combining EBSCO's wide selection of content and intuitive, user-centric interface with its easy collection development options and tools, *EBSCO eBooks* provides the ultimate solution for building, maintaining and expanding any e-book collection.

EBSCO's Offer

With several title-level acquisition and value-added subscription options, EBSCO is pleased to extend the following *EBSCO eBooks* options for the alliance's consideration. For additional pricing and discount information, please refer to **Tab 4, Attachment C**:

- eBook Academic Subscription Collection – Nearly 160,000 multidisciplinary titles, representing one of the broadest ranges of academic subject matter.
- eBook Public Library Subscription Collection – More than 41,000 e-books, encompassing general reference, adult and juvenile, best-selling and recommended titles from leading publishers.
- eBook K-8 Subscription Collection – More than 11,000 titles chosen to support a quality learning experience for K-8 students across all elementary and middle school subjects.
- eBook High School Subscription Collection – Nearly 9,000 titles for high school students and educators, including classic literature, historical documents, general reference and more.
- Direct Purchase and PDA – To supplement any subscription collection, all *EBSCO eBooks* titles are available for individual purchase via *EBSCOhost Collection Manager* (ECM). Through ECM, libraries can search, preview and purchase any title at any time – with no fees or mark-ups.

Why Subscriptions?

Serving users at all levels, EBSCO's subscription collections allow libraries to customize media needs for individual sites and end users, including a variety of academic institutions, public libraries, K-12 schools, students and faculty. Libraries looking to assemble a critical mass of authoritative content would be well-served by subscribing to one of EBSCO's subscription collections, benefits of which include:

- Availability on an annual basis, with unlimited simultaneous user access for all titles
- New e-books added quarterly at no cost, for constantly fresh collections
- Availability at a fraction of the cost of purchase
- Free MARC records for every title, generated by OCLC and EBSCO

About the Platform

Via EBSCO's end user platforms, users are able to browse, search, read, checkout and download titles offline, as well as access a range of enhancement features. Benefits for libraries and students include:

- Easy integration with existing catalogs and systems, including free MARC records for every title
- Options for on-site, remote and mobile access, with convenient, complimentary apps
- Options for instant online reading and simple offline download
- Intuitive basic and advanced searching, supporting any level of research
- Ability to create and share notes, chapters, permalinks to full text, social media posts and more
- Interactive dictionary and search within full-text features
- Convenient search alerts, search history and RSS feed settings
- Hyperlinked Tables of Contents and Most Relevant Pages based on search term
- Instant citation, with export available to popular bibliographic software
- Ability to print, email and save PDF versions of full-text content
- No-cost implementation, training, branding and ongoing support services
- Platform customization options facilitate coordination with local library sites

Value-Added Benefits

In addition to the high-quality content and features of the *EBSCO eBooks* solution, EBSCO also offers the following benefits, at no additional charge:

- Integration. *EBSCO eBooks* can be searched simultaneously alongside *EBSCOhost* databases and are compatible with all discovery services, allowing for streamlined searching across library 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 its success and growth in the information industry for more than 70 years. EBSCO maintains a Dun & Bradstreet financial strength rating of 5A1—the highest awarded—which underscores the importance we place on providing outstanding service.
- Dedicated Project Management. EBSCO will provide an experienced project management team that will assist the library in collection development, implementation, training and support.
- Guaranteed Uptime. 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

In all EBSCO does, it strives to be a partner with libraries. With this commitment to building strong relationships, EBSCO aims to assist MALiA in delivering the high-quality, yet cost-effective solution needed to develop and enhance its libraries' e-book collections, as well as maximize efficiency and budget.

**RFP
REQUEST FOR PROPOSAL
Title: Library Materials
Mid-Atlantic Library Alliance, MALiA**

ATTACHMENT A

Offeror Data Sheet

QUALIFICATIONS OF THE OFFEROR: Offerors shall return a completed copy of this attachment with their proposals. Offerors shall exhibit sound business environment with experience in providing library materials, capability and capacity in all respects to fully satisfy the contractual requirements, including the number of years the offeror has been actively engaged in the business and favorable references from current accounts. To adequately evaluate proposals, MALiA requires the following information of all offerors.

1. **YEARS IN BUSINESS:** Indicate the length of time the contractor has been in business providing these types of goods and services. Years 73+ Months -- since 1944

2. **REFERENCES:** Offerors shall provide a list of 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, telephone number and email address.

| ORGANIZATION | ADDRESS | CONTACT | TELEPHONE |
|---------------------|----------------|----------------|------------------|
|---------------------|----------------|----------------|------------------|

- | | | | |
|-------------|---|--|--|
| 2.1. | Missouri State Libraries (MOBIUS) 111 E Broadway, Suite 220 Columbia, MO 65203 Donna Bacon (573) 268-1845 | | |
| 2.2. | Partnership Among South Carolina Academic Libraries (PASCAL) 1122 Lady Street, Suite 300 Columbia, SC 29201 Rick Moul (803) 734-0910 | | |
| 2.3. | Louisiana Library Network (LOUIS) 200 Frey Computing Services Center Sara Zimmerman (225) 578-3705 | | |
| Additional: | Michigan eLibrary (MeL) 702 W. Kalamazoo St., Lansing, MI 48913 Deb Biggs Thomas (517) 373-4466 | | |

(Requirement 2, References, continued)

Regarding the reference information provided in Sections 2.1, 2.2 and 2.3, EBSCO wishes to invoke Section 11-52D of the Code of Virginia. Please note, the identity of these references and all contact information should be kept confidential for privacy and customer confidentiality reasons.

3. CONTRACT ADMINISTRATION: List full names and addresses of the contractor and any branch offices that may be responsible for administering the contract.

3.1. Contractor:

Name: EBSCO Industries, Inc.
Address: 10 Estes Street **City:** Ipswich **State:** Mass. **Zip:** 01938

3.2. Person to contact re proposal:

Name: Steve O'Dell, Vice President of Field Sales
Telephone: (800) 723-2726 x9720 **Fax:** (978) 356-6565 **E-Mail:** sodell@ebSCO.com

3.3. Person to contact re changes during the life of the contract:

Name: Steve O'Dell, Vice President of Field Sales
Address: 10 Estes Street **City:** Ipswich **State:** Mass. **Zip:** 01938
Telephone: (800) 723-2726 x9720 **Fax:** (978) 356-6565 **E-Mail:** sodell@ebSCO.com

4. Customer Service:

4.1. Contractor must have a sales representative for states served by Malia (Virginia, Tennessee, and North Carolina)

Name: Steve O'Dell, Vice President of Field Sales
Address: 10 Estes Street **City:** Ipswich **State:** Mass. **Zip:** 01938
Telephone: (800) 723-2726 x9720 **Fax:** (978) 356-6565 **E-Mail:** sodell@ebSCO.com

4.2. Contractor must provide toll-free customer service telephone number and/or E-Mail, and an account representative must be assigned to the library to respond to problems (e.g., with orders, claims, renewals, invoices, credits) and provide management reports and data.

Account Representative: For orders, claims, renewals, invoices, credits, etc. please contact your dedicated sales contact, Steve O'Dell, Vice President of Field Sales, (800) 723-2726 x9720 or sodell@ebSCO.com. For technical support and customer service, please contact:

Telephone: (800) 758-5995 **Fax:** (978) 356-6565 **E-Mail:** support@ebSCO.com
Web address: <http://support.ebSCO.com/contact/>

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.

(Requirement 4.2, Customer Service, continued)

EBSCO offers this support Monday through Friday 24 hours a day and Saturday and Sunday from 9:00 a.m. to 5:00 p.m., Eastern Time via the following methods:

- Toll-Free Telephone (U.S. and Canada): (800) 758-5995
- Email: support@ebSCO.com
- Online: <http://support.ebSCOhost.com/contact/askus.php>

In addition, the EBSCO Support Site (<https://help.ebSCO.com/>) is available 24/7 and offers user guides, tutorials, FAQs, trainer guides, and other self-service support resources at no additional charge to customers.

4. **EXPERIENCE:**

In the space provided, give a description of the offeror's related work experiences that would demonstrate the offeror's ability to fulfill the contract. Include the extent to which your company is actively engaged in supplying, to libraries, materials of the type listed in this RFP.

EBSCO Information Services – a division of EBSCO Industries, Inc. – is the leading provider of content and technology for libraries around the world. As a company, EBSCO offers a suite of feature-rich, user-centric solutions which assist in building and administering library collections, analyzing usage, integrating with existing systems and delivering content to diverse audiences. Premium resources available through these solutions include e-books and audiobooks, databases, journals, magazines, digital archives and more.

Company History

In business for more than 70 years, EBSCO serves the needs of researchers at all levels, including those within academic and public libraries, graduate-level institutions, primary and secondary schools, as well as corporations, hospitals, government institutions and more. EBSCO has been providing electronic resources to libraries worldwide since 1995, via database products on *EBSCOhost*. Since 2010, this has included *EBSCO eBooks*. With thousands of customers, serving millions of end users, the company's technical experience in delivering online content is second to none.

Achievement and Experience

Featuring a collection of useful resources for all ages and interests, EBSCO's solutions have been designed to help libraries engage the evolving information needs of patrons, strengthen library influence and increase overall visibility. As a result, EBSCO has extensive experience working with libraries of all kinds, including several large public libraries, school districts and consortia, as well as 40+ current statewide contracts successfully implemented.

Throughout each of these projects, EBSCO has worked extensively with member libraries on a one-to-one basis, helping them realize their envisioned project, and successfully providing them with significant online resources – from bibliographic and full-text databases, to e-books, audiobooks, digital magazines and more.

(Requirement 4, Experience, continued)

It is with this wealth of experience that EBSCO has confidence in its ability to support a contract of MALiA's type and size. Through a partnership with *EBSCO eBooks*, MALiA libraries can easily meet the content needs of various end user audiences, optimize collection development, streamline workflow and increase e-book usage – all while maximizing budget.

About *EBSCO eBooks*

Continuing its tradition of working with libraries to provide users with the high-quality content they want and need, *EBSCO eBooks* not only represents an unparalleled collection of more than one million titles, but also offers the ultimate solution for building, maintaining and expanding an e-book collection.

Since entering the e-book market, EBSCO has quickly become one of the top providers in the industry, winning over libraries worldwide by offering a variety of key benefits for acquisition and subscription. This includes strong relationships with nearly 1,300 popular publishers from around the world, which has led to fair and low pricing compared to competitors. Additionally, no other aggregator unilaterally offers its content with no markups or hidden fees, allowing for more focus on content, rather than cost.

With *EBSCO eBooks*, libraries can build their collections from a growing selection of front-list, best-selling and award-winning titles, all of which are made available to end users through EBSCO's dedicated interface and apps. This includes a wide selection of content spanning subjects and areas of interest – as well as titles from the most highly-regarded academic, trade and popular publishers.

Success Stories

As a testament to EBSCO's ability to fulfill this contract, EBSCO also invites MALiA to review the following examples of successful *EBSCO eBooks* implementations:

- **Clearview Regional Senior High School**

Success Story: <https://www.ebsco.com/success-stories/story/clearview-regional-senior-high-school>

Overview: Clearview Regional Senior High School in Mullica Hill, New Jersey, serves approximately 1,500 students in grades 9 through 12. In January of 2013, the school library began subscribing to EBSCO's eBook High School Collection, which contains more than 5,600 titles that support a quality learning experience across all academic subject areas. Designed specifically for high school students and educators, this collection offers an easy, cost-effective way for libraries to provide full-text eBook coverage that aligns with their school's curricula, as well as complement other database resources from EBSCO. With content that includes a selection of classic literary works, important historical documents, and general reference materials, EBSCO's eBook High School Collection is helping the Clearview Regional High School Library to better support students and educators.

"EBSCO eBooks are ubiquitous and quality items. Everything that we've pulled up has been useful and on-topic. It's a well-curated collection."

(Requirement 4, Experience, continued)

- **Arizona Christian University**

Success Story: <https://www.ebsco.com/success-stories/story/arizona-christian-university-testimonial>

Overview: Located in Phoenix, Arizona Christian University (ACU) is an accredited, private, non-profit institution offering a number of bachelor's degree programs that integrate faith, learning and Christian leadership. In September 2015, the Library began subscribing to EBSCO's eBook Academic Collection, which includes more than 141,000 multidisciplinary e-books.

"I chose to subscribe to EBSCO's eBook Academic Collection because I needed an inexpensive and quick way to update, broaden, and supplement my small academic library's existing print and e-book collections.... EBSCO's eBook Academic Collection keeps my library's resources current and well-rounded with scholarly e-books from publishers I trust.... This impressive collection has dramatically and instantly increased my library's access to information and saved us so much time, effort and money."

For more success stories and testimonials of EBSCO products and services, please visit:
<https://www.ebsco.com/success-stories>

5. **COMPANY STABILITY:**

6.1. Describe your company's financial stability, available equipment, and other resources that will ensure the delivery of acceptable services to MALiA.

EBSCO Information Services (EBSCO) is a division of EBSCO Industries, Inc., one of the largest privately held companies in the United States. According to *Forbes* magazine, EBSCO's annual sales are estimated at \$2.5 billion, a number which has only grown year-after-year. To further demonstrate EBSCO's financial stability, the company maintains a Dun & Bradstreet financial strength rating of 5A1, the highest awarded, which underscores the importance placed on providing outstanding, ethical service.

As mentioned above, EBSCO has been providing online content to libraries worldwide since 1995, via database products on *EBSCOhost*. To maintain *EBSCOhost* and its various other services, EBSCO manages multiple worldwide redundant data centers, ensuring 24/7/365 availability and a guaranteed uptime of 99.9% each year. In the last 12 months, this commitment to service availability has resulted in no instances of unplanned downtime.

As a fully hosted, web-based solution, *EBSCO eBooks* users will also have 24/7 access to the platform and its high-quality content. EBSCO's interface offers an intuitive, enjoyable user experience, complete with easy navigation, simple searching, and efficient checkout and download. In addition, *EBSCO eBooks* can be accessed on-site and remotely via a variety of personal devices, with options for both online and offline use.

6.2 Explain how that your company is a prime jobber dealing directly with publishers. Include a list of the publishers/distributors represented. (If that list is too long, list the publishers/distributors NOT represented and indicate that you have chosen this option.)

As a longtime leader in the provision of digital resources, EBSCO currently offers one of the most diverse content collections available in the industry. In growing this collection, EBSCO has created and maintained strong publisher partnerships with more than 95,000 publishers worldwide, including nearly 1,300 major e-book publishers. As a result, the overall *EBSCO eBooks* collection represents more than 7,000 imprints, covering a wide range of best-selling and niche publishers.

This includes content from some of the most highly-regarded publishers in the Academic and Public Library spheres, such as Taylor & Francis, Elsevier, Penguin Random House, Hachette, and Bloomsbury, as well as one of the widest varieties of University Presses. For a full listing, please refer to **Appendix 1 – EBSCO eBooks Contract Publishers**.

Through *EBSCO eBooks*, EBSCO serves as a distributor for these publishers, working closely with each to encourage sustainable access, pricing models and appropriate content that will sell best for them in the library market. As the intermediary between publishers and customers, EBSCO understands and supports publishers, while serving the acquisition and purchase models its customers expect.

RFP
REQUEST FOR PROPOSAL
Title: Library Materials
Mid-Atlantic Library Alliance, MALiA

ATTACHMENT B

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

Offerors shall return a completed copy of this attachment with their proposals, indicating how they will meet each requirement in regard to the scope and suitability of the work to be performed, capability and capacity to fully satisfy contract requirements, the manner in which these services are to be provided, approach to providing the service, and ability to meet schedules. The following section is an itemized checklist of the service requirements to be considered. In the space provided, describe the services that will be performed by the contractor. Additional documents may be attached only if necessary.

Please note, EBSCO is only responding to **Lot 4 – eBooks**. As such, the response sections for Lots 1, 2 and 3 have been omitted.

LOT 4 – E- BOOKS

4.1 Approximate number of publishers/distributors you can supply (by category):

As a longtime leader in the provision of digital resources, EBSCO currently offers one of the most diverse collections of e-books. In partnership with nearly 1,300 contract publishers from around the world, the overall collection is representative of more than 7,000 imprints, covering a wide range of best-selling and niche publishers. This includes content from some of the most highly-regarded publishers within the Academic, K-12 and Public Library markets, including top scholarly, trade, STM and reference publishers, as well as popular fiction and nonfiction houses. Additionally, EBSCO actively solicits new publisher partnerships on an ongoing basis, targeting those of value to the overall collection. For your reference, please find a listing of current contract publishers attached within **Tab 7** as **Appendix 1**.

As a result of its extensive publisher partnerships, EBSCO’s overall e-book collection encompasses a wide variety of subject areas, appealing to general and specific interests. This includes content appropriate for a diverse user demographic, as well as titles which meet all manner of research needs and personal interests. Currently, top categories include:

- Children's & Young Adult Fiction
- Children's & Young Adult Nonfiction
- Arts & Architecture
- Biographies & Memoirs
- Body, Mind & Spirit
- Business & Economics
- Computer Science
- Cooking
- Crafts & Collectibles
- Education
- Engineering & Technology
- Fiction
- Health & Medicine
- History
- Home & Garden
- Humor

(Requirement 4.1, continued)

- Law
- Literature & Criticism
- Mathematics
- Philosophy
- Political Science
- Psychology
- Reference
- Religion
- Sciences
- Self-Help & Family
- Social Sciences
- Sports & Games
- Study Aids & 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 market. As a result, each collection encompasses the highest quality and most relevant e-books for end user purposes.

For example:

The **eBook Academic Subscription Collection** represents more than 800 publishers, including:

- Oxford University Press
- MIT Press
- Cambridge University Press
- McGill-Queen's University Press
- Harvard University Press
- Elsevier
- Ashgate Publishing
- Taylor & Francis
- Sage Publications
- John Wiley & Sons
- Brill
- Bloomsbury

The **eBook Public Library Collection** also represents more than 800 publishers, including:

- ABC-CLIO
- Perseus Books
- Lerner Publishing Group
- Abdo Publishing
- Independent Publishers Group (IPG)
- Floating Press Limited
- F&W Media
- Hachette Book Group

The **eBook K-8 Collection** represents more than 200 publishers, including:

- Abdo Publishing
- Lerner Publishing
- Capstone
- Crabtree Publishing
- Bellweather Media, Inc.
- Rourke Publishing
- Bearport Publishing
- Perseus Books
- Independent Publishers Group (IPG)
- Sage Publications
- National Science Teachers Association

(Requirement 4.1, continued)

And the **eBook High School Collection** represents nearly 450 publishers, including:

- Perseus Books
- Saddleback Educational Publishing
- Independent Publishers Group (IPG)
- ABC-CLIO
- Floating Press Limited
- XAM Online
- University of California Press
- F&W Media

For full title lists and publishers per collection, please refer to the product descriptions included within **Tab 4, Attachment C**.

4.2 Approximate number of titles you currently supply:

Currently, the overall *EBSCO eBooks* collection is comprised of more than one million titles, with tens of thousands of titles added monthly. As content is acquired, EBSCO's Collection Development Librarians also refresh and create a wide variety of pre-packaged e-book collections, including EBSCO's e-book subscriptions. New titles are added to each subscription collection quarterly, at no additional cost.

4.3 Types of materials you can supply (check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Fiction | <input checked="" type="checkbox"/> Backlist |
| <input checked="" type="checkbox"/> Nonfiction | <input type="checkbox"/> Out-of-Print |
| <input checked="" type="checkbox"/> Reference | <input type="checkbox"/> Continuations |
| <input checked="" type="checkbox"/> Current/Popular | |

4.4 Types of audience you can supply

- Children
- Young Adult
- Adult

4.5 Are you able to provide integrated search and access to full text on the same platform and user interface for both eBooks and databases?

Yes, users are able to browse, search, access and download *EBSCO eBooks* via multiple platforms, including the robust *EBSCOhost* search interface, as well as *Explora* – EBSCO's dedicated interface for public libraries and K-12 schools. Via *EBSCOhost* and *Explora*, users are able to search across a library's EBSCO resources via single search-box, including EBSCO-acquired databases, e-book collections, digital magazines and more.

Offering customizable basic and advanced search options, *EBSCOhost* and *Explora* provide an intuitive, yet powerful research experience, tailored to meet the needs of any library, school or institution. Users

(Requirement 4.5, continued)

can search available databases and e-book collections separately or simultaneously, as preferred, and receive a relevant Result List for each query. When searching resources simultaneously, relevant e-book records will appear directly alongside database content in the Result List, offering a streamlined search experience that exposes users to the full depth of a library’s offering.

EBSCOhost has been built to provide the most appropriate research experience for users of any age and skill level, supporting searches that can be as broad or specific as necessary, while remaining user-friendly and intuitive despite their scope. *Explora* offers the same powerful search capabilities of EBSCOhost, with the added value of visually dynamic design, easy-to-browse popular topics, content reading level indicators and more. Currently, *Explora* is available in the following variations: *Explora for Public Libraries*, *Explora for Primary Schools* and *Explora for Secondary Schools*.

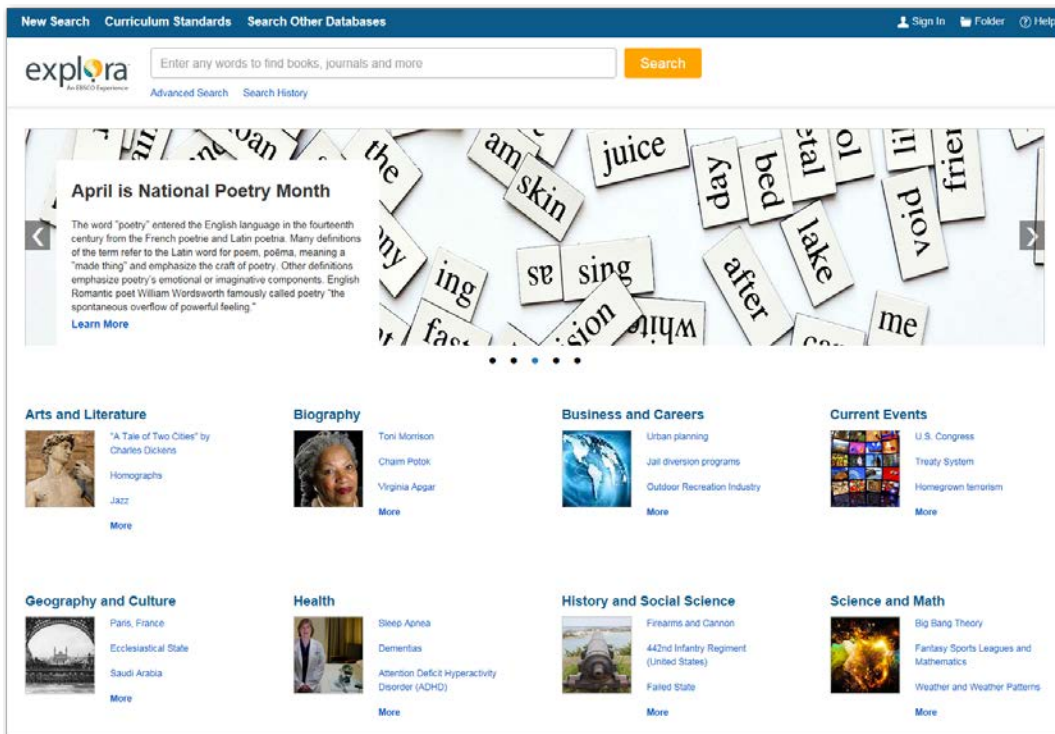


Figure 1: *Explora for Public Schools* Interface

EBSCOhost and *Explora*’s most basic form of searching is by keyword, providing users with a clean, simple search layout similar to popular engines encountered across the web. Available options expand the capabilities of the Basic Search to include simple limiters and filters, as well as the choice of search modes and expanders. Additional Advanced Search options provide experienced researchers with the necessary functionality to perform highly-refined searches, supported by multiple indexed field codes, guided Boolean operators, and the widest range of limiters and expanders available.

(Requirement 4.5, continued)

Figure 2: The Advanced Search Screen

Alternatively, the EBSCOhost platform powers a dedicated *EBSCO eBooks* interface, which can be used to search e-book collections separately. *EBSCO eBooks* provides the same powerful search functionality as EBSCOhost, with the added value of several browsing features. This includes the ability to browse by category, as well as by visually dynamic carousels of Highlighted and Featured Books.

Additional benefits of EBSCO’s platforms also include the following user capabilities:

- Create email and RSS Feed alerts, notifying users of new content meeting search criteria
- Refine and sort relevant results with pre- and post-search limiters and facets
- Copy and paste permalinks to search results, detailed records, titles, chapters and pages
- Take and save personal notes within detailed records and e-book full text
- Automatically cite in popular styles, and export to bibliographic management software
- Save books and articles to personal folders for later consideration and access
- Share personal folders and notes with friends, family and colleagues
- Print, email, save and download watermarked PDF pages
- Access built-in accessibility features, including text-to-speech capabilities for HTML content
- Search within e-book full text and receive highlighted results
- Search database content by available subjects, publications, images and indexes
- Define unknown e-book words using an interactive dictionary
- Jump from section to section of articles and e-books via hyperlinked tables of contents
- Translate the interface into one of nearly 30 languages, and search in more than 55
- Save, tag or share search results, detailed records and links to full text via social media
- Complimentary e-book and audiobook apps, with convenient syncing across devices

(Requirement 4.5, continued)

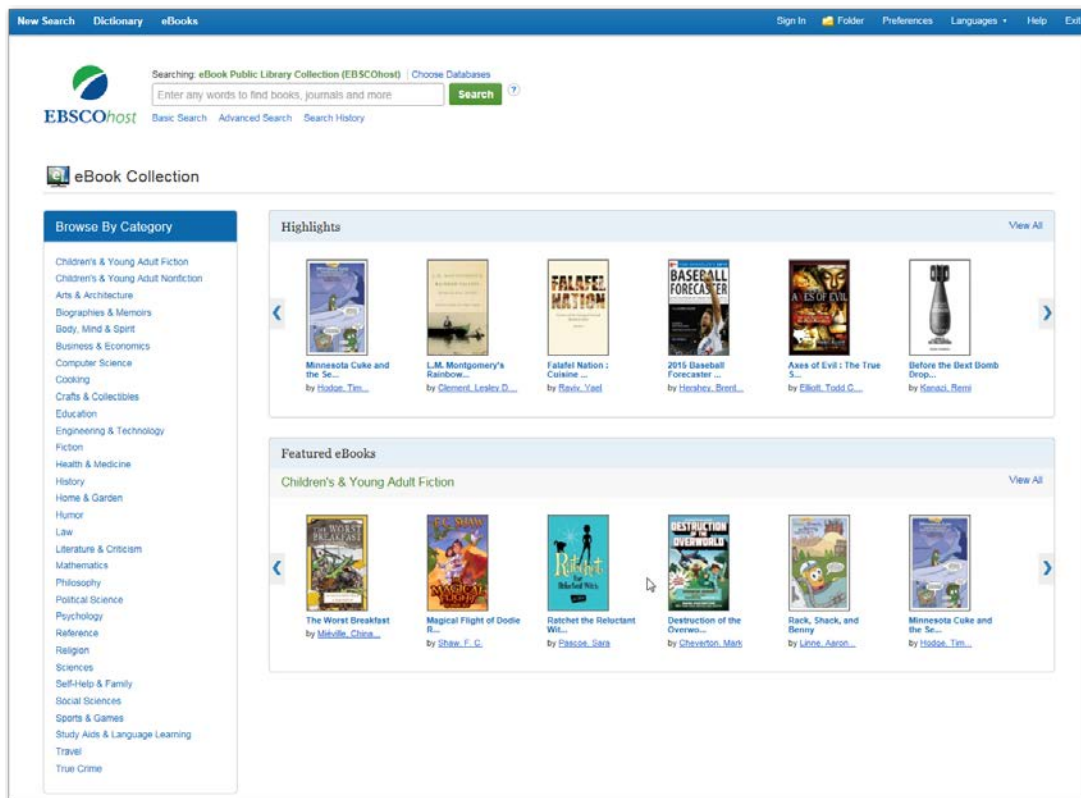


Figure 3: EBSCO eBooks User Interface

4.6 Are your eBooks maintained on a third party dark archive, from which they could be made accessible in the event your platform ceases to exist?

Yes, in the extremely unlikely event that EBSCO ceases to exist, all EBSCO eBooks are maintained in a third-party dark archive from which they could be made accessible. To provide our customers with this archival access, EBSCO is partnering with Portico. In the event that EBSCO is no longer able to provide access to those titles, customers will be able to access their perpetually-owned titles via Portico's platform.

4.7 For purchased eBooks, are there limits to the number of times per year any given title can be accessed or loaned?

No, e-books purchased for perpetual ownership have no limit on the number of times per year that they can be accessed or loaned. However, please note that titles are purchased with a set simultaneous user access level, which may restrict the amount of users that can access or loan a title at one time. When permitted by the publisher, titles can be purchased with one or more of the following access models:

- One-book-one-user (1B1U)
- One-book-three-users (1B3U)
- One-book-unlimited users (1BUU)

(Requirement 4.7, continued)

For *EBSCO eBooks* subscription collections, all titles are offered with unlimited simultaneous user access.

4.8 Do you offer eBook download (download of entire eBooks)?

Yes, while all *EBSCO eBooks* are available for immediate online reading, the vast majority are also available for offline download. When checked out, a title can be downloaded offline in its entirety to a variety of personal devices, including computers, mobile phones, tablets and e-readers, allowing for convenient access on-the-go. Download can be accomplished from the browser-based platform or from the dedicated *EBSCO eBooks* mobile app. Users can then access the e-book using Adobe Digital Editions or any reader app.

Downloading an e-book or audiobook takes only seconds and is completed in three easy steps:

- Select “Download”
- Select the checkout period from a drop-down list
- Select the final “Checkout” confirmation

Once the download is complete, the title is accessible from the user’s online *EBSCOhost* folder. The users will then have access to the title for the selected checkout period. At the end of the checkout period the e-book will automatically return, per DRM software.

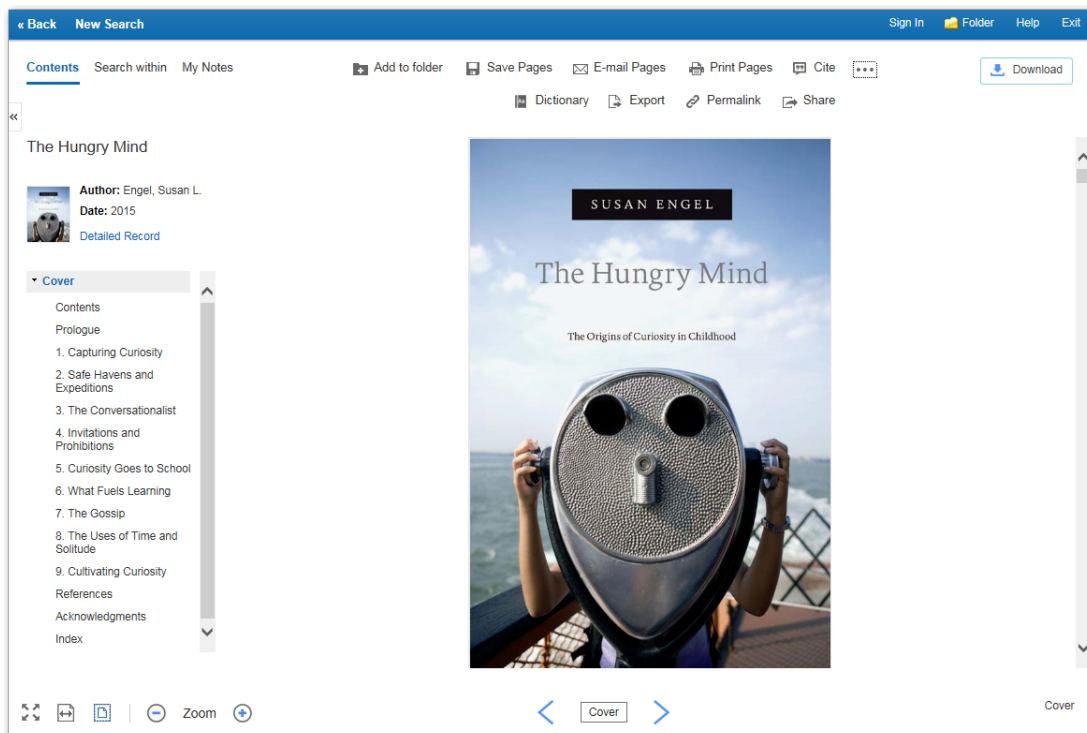


Figure 4: *EBSCO eBooks* Full Text Viewer

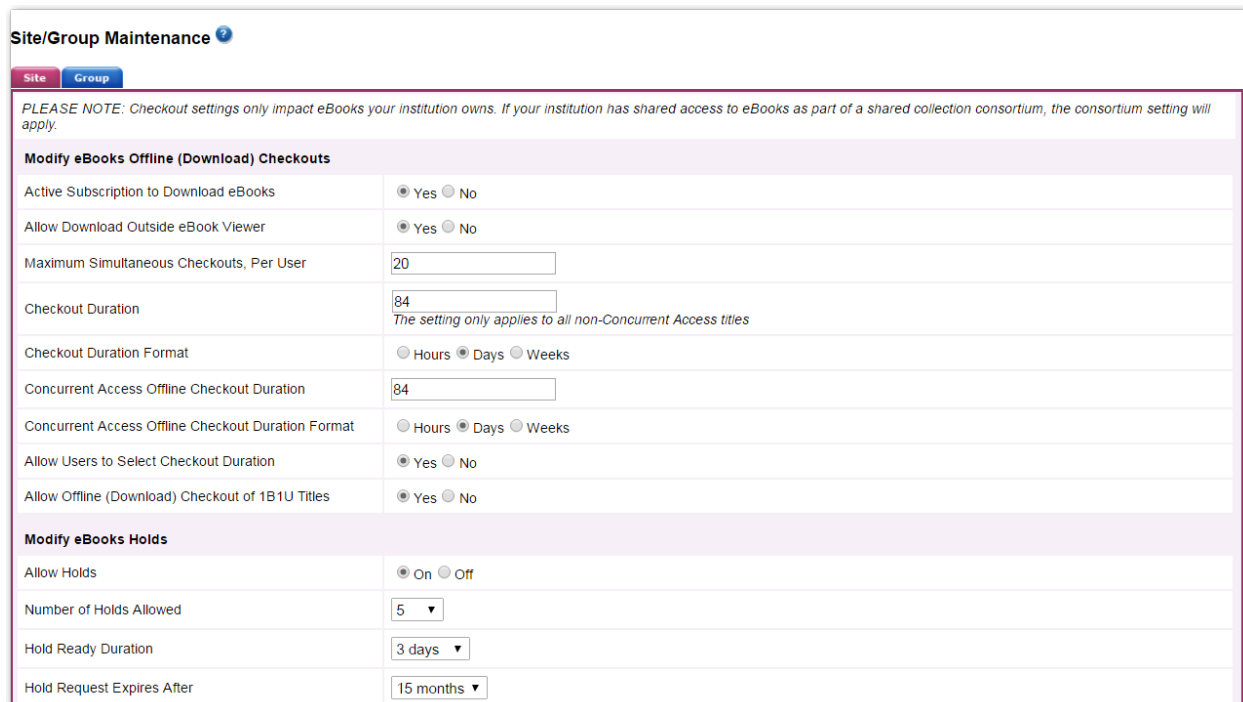
4.8a Is there additional cost to enable download?

No, there is no addition cost for downloading *EBSCO eBooks*. Additionally, administrators can choose to enable or disable offline download capability at any time, through *EBSCOadmin*.

4.8b Is the checkout period configurable by the library? To what extent?

Yes, library administrators can configure a variety of checkout preferences via *EBSCOadmin*, including maximum checkout period. Available settings and options include:

- Allow Downloads Outside of eBook Viewer
- Maximum number of checkouts per user
- Checkout Duration
- Checkout Duration Format (Hours, Days or Weeks)
- Concurrent Access Offline Checkout Duration
- Concurrent Access Offline Checkout Duration Format
- Allow Users to Select Checkout Duration
- Allow Offline (Download) Checkout of 1B1U Titles



The screenshot shows the 'Site/Group Maintenance' interface with a 'Group' tab selected. A note states: 'PLEASE NOTE: Checkout settings only impact eBooks your institution owns. If your institution has shared access to eBooks as part of a shared collection consortium, the consortium setting will apply.' The 'Modify eBooks Offline (Download) Checkouts' section includes:

- Active Subscription to Download eBooks: Yes No
- Allow Download Outside eBook Viewer: Yes No
- Maximum Simultaneous Checkouts, Per User: 20
- Checkout Duration: 84 (with note: 'The setting only applies to all non-Concurrent Access titles')
- Checkout Duration Format: Hours Days Weeks
- Concurrent Access Offline Checkout Duration: 84
- Concurrent Access Offline Checkout Duration Format: Hours Days Weeks
- Allow Users to Select Checkout Duration: Yes No
- Allow Offline (Download) Checkout of 1B1U Titles: Yes No

 The 'Modify eBooks Holds' section includes:

- Allow Holds: On Off
- Number of Holds Allowed: 5
- Hold Ready Duration: 3 days
- Hold Request Expires After: 15 months

Figure 5: EBSCOadmin Checkout Preferences

4.8c Is maximum simultaneous checkouts per user configurable?

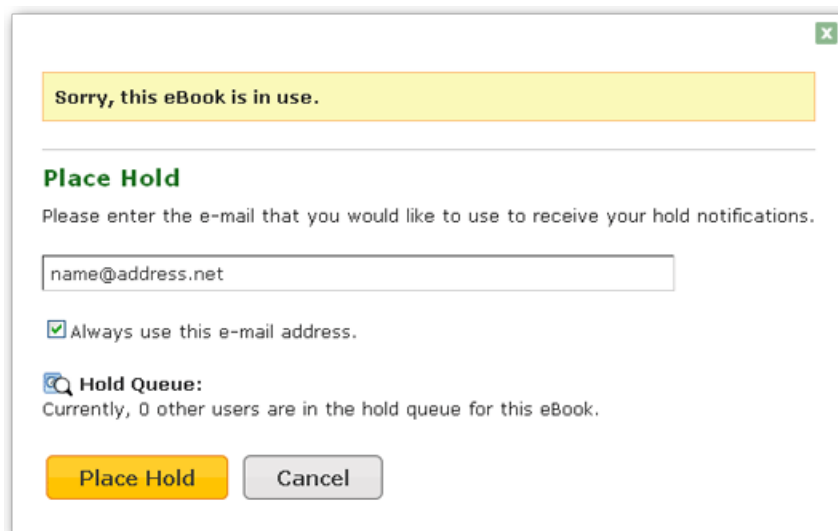
Yes, as can be seen above in **Figure 5**, maximum simultaneous checkouts per user is easily configurable.

4.8d Do you offer holds functionality?

Yes, if a user has chosen to download an e-book that is in use, and if the institution has enabled the holds capability in *EBSCOadmin*, the user can place a hold on the title. When the e-book becomes available, the user is notified via email, and the title appears in his or her personal folder. When users place a hold, they can also see how many other users have placed a hold in front of them.

Library administrators can also configure holds settings in *EBSCOadmin*, as seen above in **Figure 5**. Available settings and options include:

- Allow holds
- Number of holds allowed
- Hold ready duration
- Hold request expires after



Sorry, this eBook is in use.

Place Hold

Please enter the e-mail that you would like to use to receive your hold notifications.

name@address.net

Always use this e-mail address.

Hold Queue:
Currently, 0 other users are in the hold queue for this eBook.

Place Hold Cancel

Figure 6: EBSCO eBooks Hold Feature

4.9 For purchased eBooks, what concurrent user options do you offer? If multiple, please specify number of concurrent users.

EBSCO offers a variety of e-book acquisition models, all of which offer concurrent user options for title-level access. Outlined below are the available purchase models and associated user access levels:

e-Book Subscriptions

EBSCO's e-book subscription collections contain large selections of titles across various subject areas, complementing any library collection. Packages are offered as an annual subscription, with unlimited simultaneous user access for all titles, at a fraction of the cost of purchase. In addition, titles are added to subscription packages throughout the year at no additional cost.

Direct Purchase

EBSCO eBooks may be purchased directly on a title-by-title basis in *EBSCOhost Collection Manager* (ECM), the online ordering portal and catalog for *EBSCO eBooks*. Purchased titles are owned in

(Requirement 4.9, continued)

perpetuity and will only need to be purchased once. As mentioned above, titles are available for purchase at one or more of the following access levels: 1B1U, 1B3U or 1BUU.

Purchasing models at the individual title level are purely at the publisher's discretion. Therefore, for all e-books that are only available as 1B1U or 1B3U, additional copies can be purchased at the 1B1U or 1B3U levels to meet the demand of end users.

General questions pertaining to all formats.

1. Are you the sole source of any material offered? Yes ___ No

To clarify: while *EBSCO eBooks* may feature titles that are not available through other e-book vendors, such exclusivity would be dependent on which vendor collection EBSCO's holdings are compared to. Additionally, all *EBSCO eBooks* cannot be considered "exclusive," as they can be sold directly by the publisher.

EBSCO has created and maintained strong publisher partnerships for more than 70 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 scoop of publishers. It is the company's experience 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.

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.

If yes, describe:

2. Do you supply country of foreign publishers? Yes No ___

If yes, describe:

When available in a title's metadata, details on the place of publication are included in its Detailed Record. Detailed Records are available to patrons through the EBSCO's end user platforms (*EBSCOhost*, *EBSCO eBooks*, *EBSCO Discovery Service*, *Explora*). They are also available for administrators through *EBSCOhost Collection Manager*. In this way, users and administrators both have access to title-level information on publisher and country of origin.

3. Provide evidence that demonstrates that your company maintains sufficient inventory to supply up to 10 copies of most titles without backordering.

Please note, this question is not applicable to EBSCO's e-book offering. EBSCO's relationships with publishers enable the company to provide near-instant access to every e-book, regardless of quantity. If a title is included in *EBSCOhost Collection Manager*, it is available for purchase and access in real time. There is never an instance of insufficient inventory or need for backorder.

4. Describe how data about publishers/producers/distributors, titles, and availability are made available to customers.

All *EBSCO eBooks* are accompanied by extensive metadata, including title-level publication information. This information is made available to administrators prior to e-book purchase via *EBSCOhost Collection Manager (ECM)*, as well as via subscription collection title lists. For end users, it is made available via the title's Detailed Record on the *EBSCO eBooks* platform. Within the Detailed Record, users can also see the title's availability, if purchased with a limited user access license.

For reference, the below outlines available title-level information per platform:

EBSCOhost Collection Manager

Selecting any title from an ECM Result List will display a Detailed Record, which lists the following important metadata and a description of the e-book:

- Series
- Author(s)
- Publication Information (edition, year, publisher)
- LC Subject
- BISAC Subject
- Content Type
- Product ID
- ISBN/eISBN
- OCLC Control Number
- LCC Number
- DDC Number
- Language
- Publisher Restrictions
- Download Available

The Detailed Record also provides the price, a color copy of the book cover and sample pages for preview. Links attached to the Author, LCC Subject, BISAC Subject and Book Series (if applicable) will also populate a new search based on that criteria.

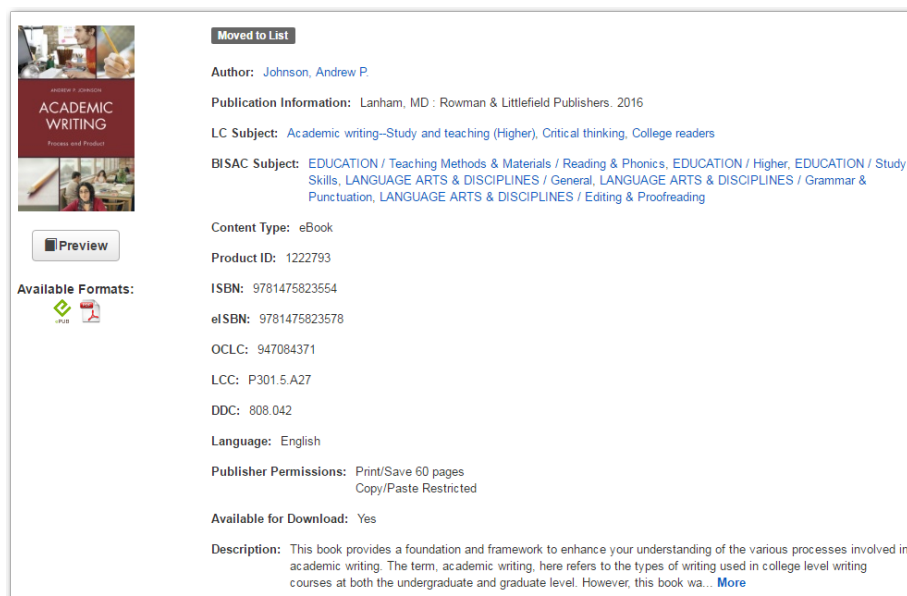


Figure 7: Sample ECM Detailed Record

(General Question 4, continued)

Subscription Collection Title Lists

EBSCO eBooks subscription collections provide a spreadsheet title list with the following information: Product ID, ISBN, eISBN, Title, Author, Publisher, Publication Year, Language, Library of Congress Classification, Library of Congress Subject Heading, BISAC, Downloadable and Format.

EBSCO eBooks

Detailed Records on the EBSCO eBooks platform are available upon selecting a title from the search Results List. Detailed metadata includes:

- Series
- Author(s)
- Publication Information (edition, year, publisher)
- Resource Type
- Description
- Subject(s)
- Categories
- Related ISBNs
- OCLC Number
- Accession Number
- Publisher Permissions
- Concurrent User Level (available copies)

The EBSCO eBooks Detailed Record also includes a full color image of the cover, hyperlinked table of contents, links to view the e-book full text within the browser interface, to download the e-book offline and to add the record to a Personal Folder. When available, users also have access to a hyperlinked table of most relevant pages from the book based on search term.

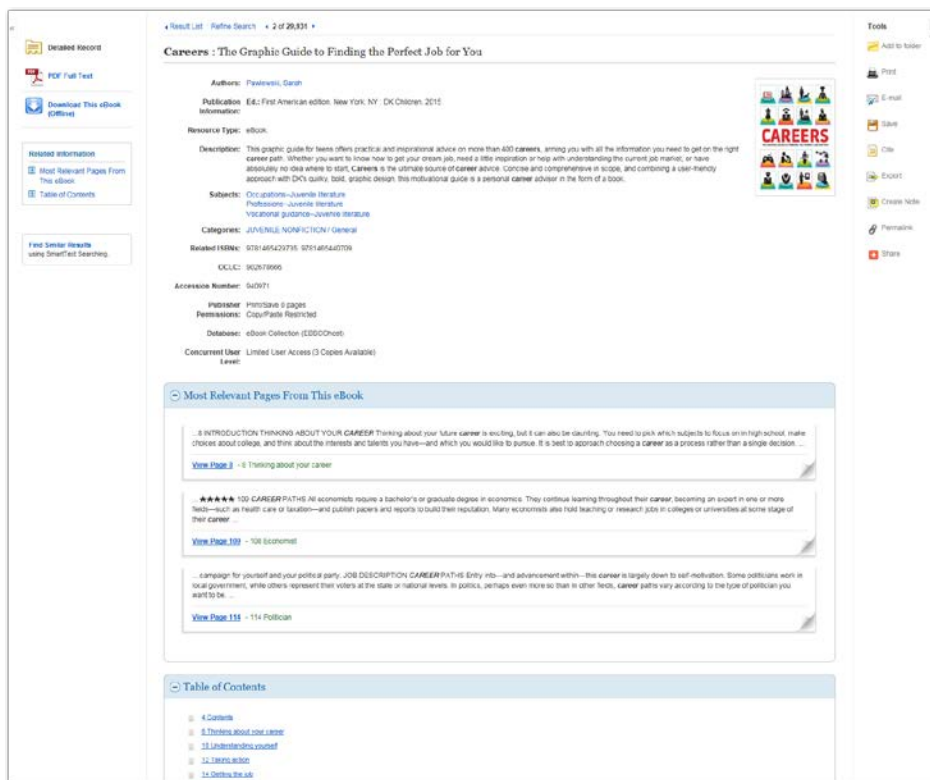


Figure 8: Sample EBSCO eBooks Detailed Record

5. Do you offer an electronic system for placing orders and performing related services?

Yes No

If yes, describe costs and what equipment, etc., is needed by MALIA libraries to participate.

Please note, that EBSCO’s subscription collections are ordered through your site’s dedicated sales representative.

Additionally, EBSCO offers EBSCOhost *Collection Manager* (ECM) as the online ordering portal and catalog for *EBSCO eBooks*. Featuring more than one million titles from leading publishers around the world, ECM is a robust, easy-to-use tool which allows customers to search, select and order books.

All *EBSCO eBooks* purchased through ECM are available to users for browsing, searching, reading and downloading through the *EBSCO eBooks* platform within hours of purchase.

Benefits of ECM include

- ✓ Selector and Approver accounts, to separate subject experts and buyers
- ✓ Ability to browse titles or conduct basic or advanced searches
- ✓ A-Z publisher browsing, as well as simple post-search filters
- ✓ Ability to preview a title before purchase
- ✓ Pre-made featured collections and subject sets, created by collection development experts
- ✓ Easy-to-create search profiles, providing alerts for newly added content of interest
- ✓ View and select preferred purchasing models
- ✓ Easy ordering and fast delivery of titles to the end users

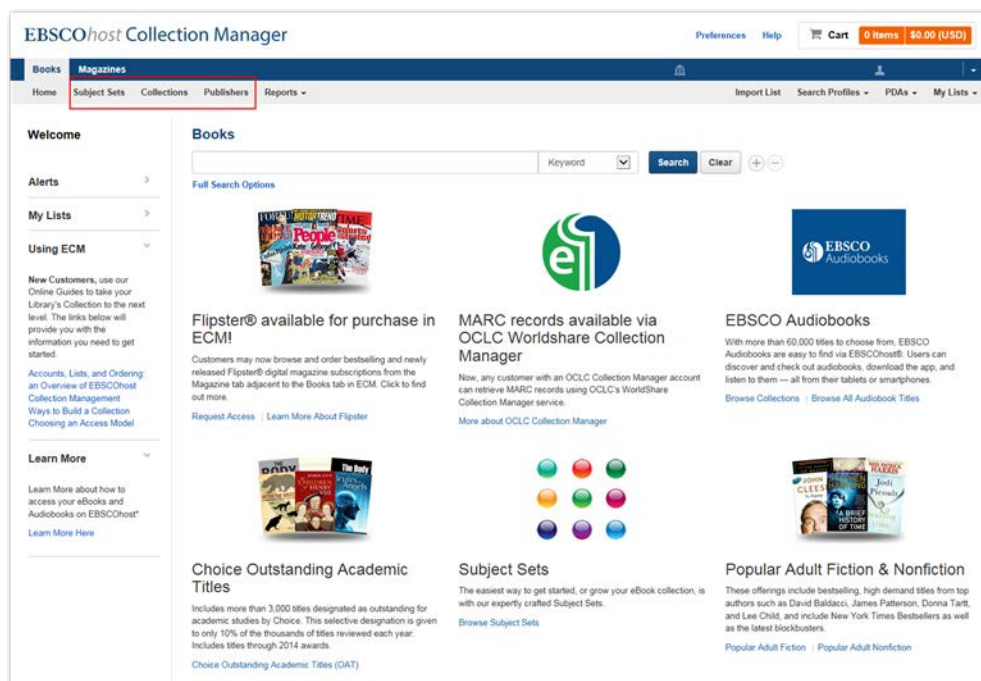


Figure 9: EBSCOhost Collection Manager Home Screen

(General Question 5, continued)

ECM is accessible online via any internet-connected device with the following minimum browser requirements:

- Internet Explorer: 8.0 or later
- FireFox: Latest version plus one previous version
- Safari: Latest version plus one previous version
- Google Chrome: Latest version plus one previous version
- Other: JavaScript, Cookies Enabled, DOM Storage, Adobe Reader (for previewing titles)

To request an ECM account, please visit: <http://ecm.ebscohost.com/books>.

In addition to ECM, EBSCO also has partnerships with GOBI Library Solutions and Ingram's OASIS. The partnerships between EBSCO, GOBI and OASIS offer expanded options for selection and acquisition of titles. These services provide complete end-to-end acquisition solutions to allow libraries to access the same great titles while offering different workflows.

6. Do you support online order transfer from the local library's acquisition system?

Yes ___ No

Cross out the items not covered: ~~adult trade hardcover, quality paperbacks, mass-market paperbacks, pre-bound paperbacks; juvenile trade hardcover, publishers' library bindings, pre-bound books; university press trade and non-trade; serial book continuations; reference works; audio (spoken word), audio (music), video, software, CD-ROM.~~

At this time, EBSCO does not support order transfer from the local library's acquisition system. Books may be purchased at the title level in EBSCOhost *Collection Manager*, while subscription collections are ordered through your site's dedicated Sales representative.

If yes, what equipment, etc., is needed by libraries to participate?

7. Do you require a minimum order requirement including, rush orders? Yes ___ No

No, EBSCO does not require minimum orders, and regardless of amount ordered, titles will be available on the *EBSCO eBooks* platform within hours of order placement (2 hours for individual purchases, 24-48 for subscriptions).

If there is an urgent order or a shorter time frame that the library needs to meet, the library can contact their dedicated Sales representative. EBSCO's sales teams will work with our order processing department to facilitate urgent orders.

If yes, describe:

8. Do you accept telephone-ordering and/or E-mail for rush orders? Yes No

If yes, describe:

Yes, all *EBSCO eBooks* subscription collections, and any book available for purchase via *EBSCOhost Collection Manager*, can be ordered through your site's dedicated Sales representative, by phone or email.

As mentioned above, if there is a rush order needed, your Sales representative can also work with EBSCO's order processing department to facilitate urgent delivery.

9. Do you assess a service charge for any item ordered on behalf of the library?

Yes No

No, EBSCO has no service fees associated with ordering.

If yes, how is charge calculated and on what items?

10. Do you offer continuation service for serial books? Yes No

If yes, describe how you accomplish the goal of providing additional titles in a series and any limit on the service.

Yes, EBSCO offers many e-books that are part of a series, saga, collection, etc. Within *EBSCOhost Collection Manager*, administrators can easily find and select these titles for purchase at any time. Tools which assist in the selection and purchase of series titles include hyperlinks attached to the "Series" field in a previous series installment's Detailed Record, as well as the ECM profiling feature.

For instance, an ECM title that is part of a series will have its series name listed in its Detailed Record metadata. If additional titles are available in the series, the series name will be hyperlinked. By selecting this hyperlink, ECM will populate a search Result List of all available titles in that series. Alternatively, through profiling, users can set automatic notifications based on select subject and publisher criteria of interest. When new titles become available with this criteria, alerts are sent to the administrator.

Additionally, a planned enhancement of ECM will notify a library when new titles are available in the series that they currently hold. At that point, the library could opt to order the title through ECM.

Additionally, as mentioned, relevant titles are added to EBSCO's e-book subscription collections on a quarterly basis.

11. Do you offer leasing programs for books, audiobooks (CD or cassettes), music CDs, or video recordings (DVD or VHS)? Yes No

If yes, describe the services offered.

Yes, EBSCO offers a variety of e-book subscription collections. EBSCO's e-book **Subscription Collections** are offered as an annual subscription, with unlimited simultaneous user access for all titles, at a fraction of the cost of purchase

For further details on each available model, please refer to **Question 4.9** above.

12. Reports: Describe the types and formats of reports that can be generated, schedule for supplying routine reports, list any costs, and include sample copies.

12.1. Management reports: Examples include shipment history, title reports, etc.

EBSCO eBooks offers several reporting capabilities to help administrators manage their collections and understand the usage of their resources. These reports are available online at any time, free of charge, through *EBSCOadmin* and *EBSCOhost Collection Manager*. Available reports can be generated by administrators on demand, or scheduled to run at regular intervals. They are also available at both the individual library and consortium levels.

EBSCOadmin Reports

In *EBSCOadmin*, administrators have access to a variety of usage statistics and reports. These reports can be customized to reflect specific date ranges, by month and by year, from the current date to two years prior. Administrators can also select their preferred report format, including: HTML (report is formatted as an HTML page and delivered as an attachment via email); Comma-Delimited (report is delivered as a comma-delimited file that can be imported to a spreadsheet); and Tab-Delimited (report is delivered as a tab-delimited file that can be imported to a spreadsheet).

Available reports include:

Standard EBSCO Usage Reports

Administrators can collect specific *EBSCO eBooks* statistics at the Database and/or Title levels in *EBSCOadmin*. The Database option will provide an overview of usage details for an entire collection, whereas the Title option drills down to specific e-books that have been accessed. The following data is available for Database and Title Reports:

- Number of Sessions: Number of times the book collection was accessed.
- Number of Searches: Number of searches logged.
- Total Full Text Requests: Total of all full text requests, including online views and downloads.
- eBook Online Full Text Requests: Number of times text was viewed in the online reader.
- eBook Offline/Download Requests: Number of e-book downloads.
- Number of Turnaways: Number of unsuccessful logins due to exceeding the simultaneous user limit, or reaching maximum checkouts allowed by the institution.

Additional reports include statistics on access by individual IP address and sessions per IP address, as well as the hardware and browser specifics used to access the solution.

(General Question 12.1, continued)

EBSCOADMIN EBSCOadmin Internal Site EBSCOadmin Security Change Password Support & Training Help Logout
Site/Group Maintenance

Customize Services Authentication Local Collections Reports & Statistics Database Title Lists

Reports & Statistics / Standard Reports

Session Usage Report - Glossary of Terms

Usage Reports Link Activity Reports Personalization Activity Report Graphical Reports View/Edit Scheduled Reports

Select Option: Session Session By Hour Database Title IP Interface Browser and Device

Consortium Site: All Selected: HIGH SCHOOL

Level: Site User Group Profile

Period to Show: Date Range: January 2017 Through January 2017

Display by: Month Year

Include: All Sites Only Sites with Statistics Greater than Zero (0)

Fields to Show:

- Sessions
- Average Length of Sessions
- Searches
- Total Full Text Requests
- PDF Full Text Requests
- HTML Full Text Requests
- Image/Video Requests
- Audio Requests
- Abstract Requests
- SmartLink To Requests
- CustomLink Requests
- ESC Number
- TEA Number

Sort Report by: <Default Sort Order>

Format: HTML Note: For flexibility in viewing and manipulating data, change the Format to Comma or Tab delimited and use the Save Report button to export data for use in a spreadsheet

Lines Per Page: 25

Show Report E-mail Report Schedule Report Save Report

Figure 10: Standard Usage Reports Home Screen

EBSCOADMIN EBSCOadmin Internal Site EBSCOadmin Security Change Password Support & Training Help Logout
Current Site: EBSCOadmin Internal Site EBSCOadmin Security Change Password Support & Training Help Logout Site/Group Maintenance

Customize Services Authentication Local Collections Reports & Statistics Database Title Lists

Reports & Statistics / Standard Reports

Database Usage Report Site: All Detail Level: Database Period: September 2016 - January 2017

| Database Name | Year | Month | Sessions | Searches | Requests | | | | | | | | | |
|--|------|----------|----------|----------|-----------------|---------------|----------------|-----------------|------------------------|-------------|----------|---------------|-----------------|-------------|
| | | | | | Total Full Text | PDF Full Text | HTML Full Text | eBook Full Text | eBook Offline/Download | Image/Video | Abstract | Smart Link To | Smart Link From | Custom Link |
| eBook Academic Collection (EBSCOhost) | 2017 | January | 16327 | 47168 | 545 | 0 | 0 | 525 | 20 | 0 | 1051 | 0 | 0 | 1 |
| eBook High School Collection (EBSCOhost) | 2017 | January | 18002 | 48589 | 827 | 0 | 0 | 812 | 15 | 0 | 1432 | 0 | 0 | 0 |
| eBook K-8 Collection (EBSCOhost) | 2017 | January | 26059 | 59262 | 6657 | 0 | 0 | 6628 | 29 | 0 | 6335 | 0 | 0 | 0 |
| eBook Academic Collection (EBSCOhost) | 2016 | December | 7940 | 23507 | 250 | 0 | 0 | 247 | 3 | 0 | 391 | 0 | 0 | 0 |
| eBook High School Collection (EBSCOhost) | 2016 | December | 8544 | 24541 | 685 | 0 | 0 | 674 | 11 | 0 | 719 | 0 | 0 | 0 |
| eBook K-8 Collection (EBSCOhost) | 2016 | December | 12679 | 30532 | 2172 | 0 | 0 | 2137 | 35 | 0 | 2469 | 0 | 0 | 0 |
| eBook Academic Collection (EBSCOhost) | 2016 | November | 11829 | 37510 | 387 | 0 | 0 | 383 | 4 | 0 | 679 | 0 | 0 | 0 |
| eBook High School Collection (EBSCOhost) | 2016 | November | 13407 | 40090 | 753 | 0 | 0 | 759 | 14 | 0 | 987 | 0 | 0 | 0 |
| eBook K-8 Collection (EBSCOhost) | 2016 | November | 20224 | 50331 | 4048 | 0 | 0 | 4033 | 15 | 0 | 5265 | 0 | 0 | 0 |
| eBook Academic Collection (EBSCOhost) | 2016 | October | 12170 | 36196 | 526 | 0 | 0 | 496 | 30 | 0 | 1160 | 0 | 0 | 0 |
| eBook High School Collection (EBSCOhost) | 2016 | October | 15027 | 42343 | 866 | 0 | 0 | 854 | 12 | 0 | 1534 | 0 | 0 | 0 |
| eBook K-8 Collection (EBSCOhost) | 2016 | October | 20867 | 50190 | 4786 | 0 | 0 | 4739 | 47 | 0 | 5421 | 0 | 0 | 0 |

Figure 11: Sample Database Usage Report

(General Question 12.1, continued)

| ISSN/ISBN | Title | Requests | | | | | | | | |
|---------------|--|-----------------|---------------|----------------|-----------------|------------------------|-------------|----------|---------------|-------------|
| | | Total Full Text | PDF Full Text | HTML Full Text | eBook Full Text | eBook Offline/Download | Image/Video | Abstract | Smart Link To | Custom Link |
| 9780191606236 | The Brontës (Authors in Context) | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| 9780192632654 | The psychology of bulimia nervosa : a cognitive perspective | 3 | 0 | 0 | 3 | 0 | 0 | 4 | 0 | 0 |
| 9780192801616 | 1066 | 1 | 0 | 0 | 1 | 0 | 0 | 2 | 0 | 0 |
| 9780192803016 | Nelson Mandela | 3 | 0 | 0 | 3 | 0 | 0 | 4 | 0 | 0 |
| 9780192803221 | Christianity : a very short introduction | 1 | 0 | 0 | 1 | 0 | 0 | 3 | 0 | 0 |
| 9780192804365 | Holocaust | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 |
| 9780192804419 | Modernism : a very short introduction | 1 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 |
| 9780192804945 | Ben Franklin stilled the waves : an informal history of pouring oil on water with reflections on the ups and downs of scientific life in general | 2 | 0 | 0 | 2 | 0 | 0 | 5 | 0 | 0 |
| 9780192805683 | Tom Lodge | 3 | 0 | 0 | 3 | 0 | 0 | 1 | 0 | 0 |
| 9780192805973 | Strange case of Dr Jekyll and Mr Hyde, and other tales | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 |
| 9780192806949 | A Christmas carol and other Christmas books | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 |
| 9780192807281 | The fall of Rome: and the end of civilization | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 |
| 9780192821911 | The Peloponnesian War | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 |
| 9780192823007 | The awakening | 7 | 0 | 0 | 7 | 0 | 0 | 7 | 0 | 0 |
| 9780192825025 | Roman lives | 1 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 |
| 9780192833402 | Rome's Mediterranean empire | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 |
| 9780192833600 | The Canterbury tales | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| 9780192840394 | Madame Bovary: patterns of provincial life | 1 | 0 | 0 | 1 | 0 | 0 | 3 | 0 | 0 |

Figure 12: Sample Title Usage Report

e-Book Subscription Usage Reports

In addition to the statistics described above, EBSCO offers specific reports for its e-book subscription collections. The library can select the subscription start and end dates for which it would like to retrieve usage. Available statistics will include information on Total Downloads, Total Online Views, Total Email Requests and Total Print Requests.

EBSCOADMIN

Customize Services Authentication Holdings Management Local Collections Reports & Statistics Database Title Lists

Reports & Statistics / eBook Reports

eBook Reports - Tutorial - Glossary of Terms

Reports Download Reports Scheduled Reports

Report Type
Subscription Usage Report

Subscription
eBook Academic Collection (EBSCOhost)

Reporting Period
December 2016 - January 2017

Delivery Options
 Download E-mail

Create Report for Download View Sample Report

Figure 13: eBook Subscription Reports Home Screen

(General Question 12.1, continued)

| Subscription Usage Report: Total Views, Downloads, Print Requests and Email Requests by Title for Selected Subscription | | | | | | | | | | |
|---|---------------------|----------------|-------------------|----------|---------------------|----------|-------------------------------------|----------------------------------|---------------------------------------|---------------------------------------|
| Customer Name | | | | | | | | | | |
| Subscription: eBook Academic Collection | | | | | | | | | | |
| Period covered by Report: 2016-12-01 to 2017-01-31 | | | | | | | | | | |
| Date run: 2017-02-01 | | | | | | | | | | |
| Title | Author | Publisher | ISBN | Book ID | BISAC | Pub Year | Reporting Period Total Online Views | Reporting Period Total Downloads | Reporting Period Total Print Requests | Reporting Period Total Email Requests |
| Total for all titles | | | | | | | 260 | 27 | 22 | 22 |
| Book A | Author A | Publisher of A | 0-22-333-14320-66 | 11112222 | CATEGORY 1 / Subcat | 2013 | 94 | 15 | 18 | 18 |
| Book B | Author B; Author B1 | Publisher of B | 0-22-333-14320-67 | 22223333 | CATEGORY 1 / Subcat | 2010 | 74 | 7 | 3 | 3 |
| Book C | Author C; Author C1 | Publisher of C | 0-22-333-14320-68 | 33334444 | CATEGORY 1 / Subcat | 2011 | 50 | 3 | 0 | 0 |
| Book D | Author D | Publisher of D | 0-22-333-14320-69 | 55556666 | CATEGORY 1 / Subcat | 2012 | 35 | 2 | 0 | 0 |
| Book E | Author E | Publisher of E | 0-22-333-14320-70 | 66667777 | CATEGORY 1 / Subcat | 2013 | 7 | 0 | 1 | 1 |

Figure 14: Sample eBook Subscription Report

COUNTER Reports

EBSCO eBooks are COUNTER R4-compliant. The following COUNTER reports are available:

- **Book Report 1:** Number of successful title requests by month and title.
- **Book Report 3:** Number of turnaways by month and title.
- **Platform Report 1:** Number of searches, result clicks and record views by month and platform.

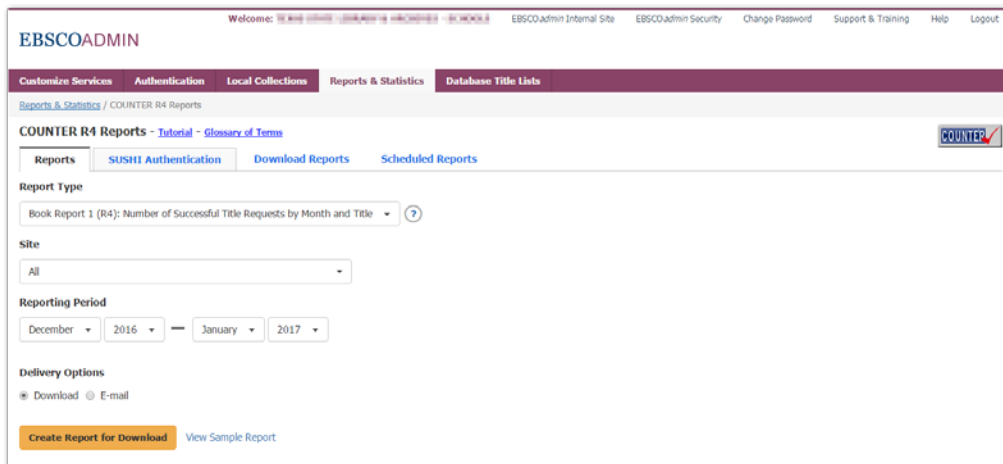


Figure 15: COUNTER R4 Reports Home Screen

| Platform Report 1 (R4): Total Searches, Result Clicks and Record Views by Month and Platform | | | | | |
|--|-----------|----------------------------------|------------------------|--------|--------|
| Customer Name | | | | | |
| Period covered by Report: 2016-12-01 to 2017-01-31 | | | | | |
| Date run: 2017-02-01 | | | | | |
| Platform | Publisher | User Activity | Reporting Period Total | Dec-16 | Jan-17 |
| EBSCOhost | EBSCO | Regular Searches | 228799 | 124676 | 104123 |
| EBSCOhost | EBSCO | Searches-federated and automated | 52263 | 43850 | 8413 |
| EBSCOhost | EBSCO | Result Clicks | 359494 | 195326 | 164168 |
| EBSCOhost | EBSCO | Record Views | 177904 | 95729 | 82175 |

Figure 16: Sample COUNTER R4 – Platform Report 1

(General Question 12.1, continued)

| Book Report 1 (R4): Number of Successful Title Requests by Month and Title | | | | | | | | | |
|--|-------------|-----------|----------|------------------------|-------------------|------|------------------------|----------|--------|
| Customer Name | | | | | | | | | |
| Period covered by Report: 2016-12-01 to 2017-01-31 | | | | | | | | | |
| Date run: 2017-02-01 | | | | | | | | | |
| | Publisher | Platform | Book DOI | Proprietary Identifier | ISBN | ISSN | Reporting Period Total | Dec-2016 | Jan-17 |
| Total for all Titles | | | | | | | 220 | 100 | 120 |
| Book A | Publisher 1 | EBSCOhost | | 386100 | 978-1-4443-3796-9 | | 1 | 0 | 1 |
| Book B | Publisher 2 | EBSCOhost | | 1047462 | 978-1-58566-122-0 | | 21 | 0 | 21 |
| Book C | Publisher 3 | EBSCOhost | | 1407409 | 978-1-4443-3796-9 | | 2 | 0 | 2 |
| Book D | Publisher 4 | EBSCOhost | | 1435556 | 978-0-470-67135-1 | | 1 | 0 | 1 |
| Book E | Publisher 5 | EBSCOhost | | 1807855 | 978-0-7279-1859-8 | | 3 | 3 | 0 |

Figure 17: Sample COUNTER R4 Report – Book Report 1

Top Search Terms Report

EBSCO also offers administrator access to a Top Search Terms Report. This report captures search terms from user-submitted search clicks and is restricted to the top 1,000 distinct search terms per interface (e.g. the online platform vs. the mobile app). The report includes top search terms, search term frequency counts, and result click conversions for the selected period. Usage grid data can be filtered by site, interface and keyword, and can be exported to an Excel or tab delimited text file. Three data visualization views are also included for visual analysis, including: Term Cloud, Trending Search Terms by Rank, and Search Click Conversions by Interface.

Please note: EBSCO captures search data at the institution level and the report reflects popular search terms entered by all users at the institution. Search data is not captured for individual users.

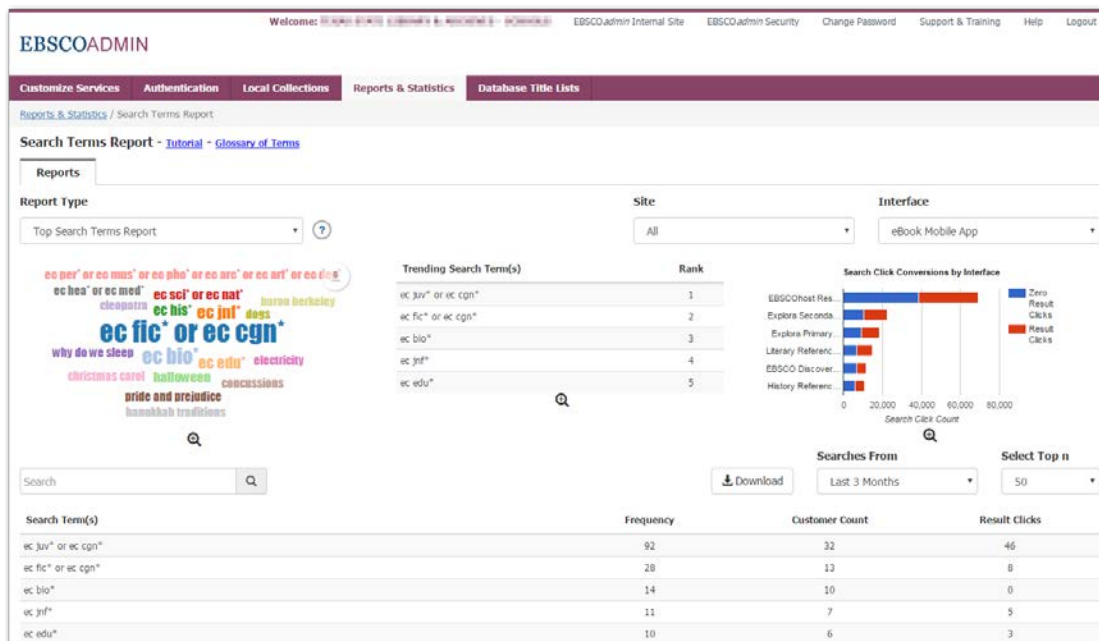


Figure 18: Sample Top Search Terms Report for eBook Mobile App

(General Question 12.1, continued)

EBSCOhost Collection Manager (ECM)

In ECM, administrators can pull a “My Owned Titles” report at any time to facilitate stock management and monitoring. This report is a spreadsheet title list with information regarding the site’s total purchases to date. Details in the report include: Title, Author, Imprint Publisher, Publication Year, ISBN, eISBN, BISAC/LC Subject Heading, LCC, Format, PDA Triggered, Owned, Shared, Access Model and Quantity.

| Book ID | Title | Author | Contract Publisher | Imprint Publisher | Pub Year | ISBN | eISBN | OCLC | BISAC/LC Subject | LCC | DDC | Format | PDA Triggered | Owned | Shared | Access Model | Quantity |
|---------|--|---------------|----------------------------|--------------------|----------|---------------|---------------|-----------|----------------------------------|--------------------|-----------|--------|---------------|-------|--------|--------------|----------|
| 826942 | Global Shift, Seventh Edition : Mapping the Changing Contours of the World Economy | Dicken, Peter | Guilford Publications Inc. | The Guilford Press | 2015 | 9781462519552 | 9781462519644 | 900886100 | SOCIAL SCIENCE / Human Geography | HD2321 .D53 2015eb | 338.09051 | PDF | TRUE | TRUE | FALSE | 3 User | 1 |

Figure 19: Sample “My Owned Titles” Report

12.2. Status Reports: When materials cannot be shipped immediately, contractor will supply status reports within 7 days of receipt of an order detailing out of print, out of stock indefinitely, out of stock temporarily, publication cancelled, not yet published, etc.

Yes ___ No

Remarks:

Please note, this question is not applicable to EBSCO’s e-book offering. Delivery of purchased content is electronic and titles are available on-platform within hours of order placement.

12.3. Cancellation Reports: Contractor will report which titles cannot be supplied within 120 days of receipt of order. Yes ___ No

Remarks:

Please note, this question is not applicable to EBSCO’s e-book offering. All titles are readily available and delivered electronically within hours of order placement.

12.4. Annual Reports: Contractor will provide to the library annual report details, including number of items shipped; total net dollars invoiced for products shipped; total list price dollars for products shipped; net unit item price for products shipped; average number of copies per title ordered; percentage of purchase by category outline in Attachment C. Yes No ___

Remarks:

Please note, this is not a standard report available to administrators. However, EBSCO can provide some custom reports upon request. Please contact your site’s dedicated Sales representative to discuss available options.

12.5. Invoices: Invoices will be as stated below unless otherwise indicated under Remarks.

12.5.1. Describe the types and formats of reports of billing procedures and options for varying invoices depending upon needs of individual MALIA member library.

Remarks:

As mentioned, this process is not applicable to EBSCO's e-book subscription collections, which are ordered through your site's dedicated Sales representative. EBSCO would be happy to discuss available options for configuring subscription invoices based on the needs of individual MALiA members.

EBSCO provides individual fulfillment receipts and invoices for each order submitted through *EBSCOhost Collection Manager*. Both are provided to customers at no additional cost and are triggered for delivery upon purchase.

Once titles are purchased in ECM, the library can expect to have all content accessible on the platform within 2 hours of the order being placed. Notification of each order and invoicing is provided accordingly, as outlined below:

- Within 1 hour of order placement, EBSCO sends an email to notify the purchasing library that an order has been placed in their ECM account. (Please note, if purchasing a subscription collection, this notification is N/A).
- Within 2 hours of order placement, EBSCO sends an email containing a fulfillment receipt to notify the library that their e-books have been fulfilled. The email includes an attached Excel spreadsheet that outlines the details of the purchase.
- Within 7 to 10 business days of order placement – often sooner – an invoice is received. A fulfillment receipt will be mailed with the invoice.
- MARC Records are fulfilled via OCLC Collection Manager and can be retrieved within 10 business days of your order. For more information please visit: https://help.ebsco.com/interfaces/EBSCOhost_Collection_Manager/ECM_FAQs/after_completed_eBook_order

12.5.2 Invoices will list code(s), applied line item, to indicate discount category (e.g., "T" for trade discount, "A" for academic, "J" for juvenile, etc.). Yes ___ No

Remarks:

Invoices will not include list codes.

12.5.3. Contractor will issue separate invoices for each purchase order and reference the purchase order on each invoice. Yes No

Remarks:

EBSCO can comply with this requirement.

13. Fulfillment: Fulfillment will be as stated below unless otherwise specified under Remarks.

13.1. Contractor will ship 50% of order from stock within 14 days of receipt of order. Yes No

Remarks:

Please note, this is not applicable to EBSCO's e-book offering. As mentioned above, *EBSCO eBooks* are delivered electronically and available on-platform within hours of order placement. Additionally, all e-books are available in real time, and orders are delivered in their entirety.

13.2. Contractor will ship 95% of each order within 120 days of receipt of order. Yes No

Remarks:

Please note, this is not applicable to EBSCO's e-book offering. Please see EBSCO's response to **Section 13.1** immediately above for further details.

13.3. Contractor will supply materials that are not currently available from publishers within 120 days of receipt of order. Yes No

Remarks:

Please note, this is not applicable to EBSCO's e-book offering. Please see EBSCO's response to **Section 13.1** immediately above for further details.

13.4. The library may cancel any title that is not received within 90 days of order date. Yes No

Remarks:

Please note, this is not applicable to EBSCO's e-book offering. All titles purchased through *EBSCOhost Collection Manager*, or subscribed to as part of an e-book subscription collection, are available on-platform within hours of order placement (2 hours for individual purchases, 24-48 for subscriptions).

Should titles take significantly more time than expected to arrive on-platform, the site is advised to contact their dedicated Sales representative or Technical Support, who will work to remedy the situation and ensure the customer's satisfaction.

14. Accuracy: Accuracy will be as stated below unless otherwise indicated under Remarks.

14.1. 99% of materials shipped will be the correct title, edition, and number of copies.

Yes No

Remarks:

Please note, this is not applicable to EBSCO's e-book offering, as all titles are delivered electronically. However, EBSCO can assure the library that all purchase orders will include the correct titles, edition and usage model.

14.2. Contractor will supply the latest edition of a title unless an earlier edition is specified.

Yes No

Remarks:

Please note, EBSCO is unable to specify whether an earlier or later edition of a title is available from a publisher, due to the variation of metadata received from publisher partners. That being said, EBSCO supplies the latest editions of titles available in its collection.

14.3. Binding supplied will be as specified in the order. Yes No

Remarks:

Please note, this is not applicable to EBSCO's e-book offering, as it includes no physical copies.

15. Multiple Copies: Multiple copies of a title will be shipped together. Back-orders of parts of a multiple-copy title are not acceptable. Yes No

Remarks:

Please note, this is not applicable to EBSCO's e-book offering. However, that being said, all e-book purchase orders are delivered in their entirety within hours of purchase. Should the library order multiple copies of one e-book in an order, these will be available on-platform at the same time.

16. Packaging: Each package will indicate the library's purchase order number, and only one purchase order may be represented in each package. Yes No

Remarks:

Please note, this is not applicable to EBSCO's e-book offering, as it includes no packaging.

17. Packing Slips: A packing slip that duplicates the invoice will accompany each shipment. Yes No

Remarks:

Please note, this is not applicable to EBSCO's e-book offering, as it includes no packaging.

18. Defective Material: The library reserves the right to return defective material at the contractor's expense. There should be no exceptions to this. Yes No

Remarks:

In the extremely unlikely event that a title is defective, the library is able to cancel its order for that particular title. Alternatively, EBSCO can replace the title at no expense to the library.

19. Returns: All returns will be scheduled by the contractor for pick-up via UPS. Yes No

Remarks:

Please note, this is not applicable to EBSCO's e-book offering. Titles are electronic and would not require UPS shipping.

20. Credits: Contractor will provide self-credit system for library to facilitate returns. Yes No

If yes, outline details.

Remarks:

In the extremely unlikely event that the library needs to return an e-book due to defect, the library is advised to contact their dedicated Sales representative, who will coordinate with other EBSCO teams to remedy the situation and ensure complete customer satisfaction.

21. Shipping: Contractor shall specify how shipping charges, if any, will be determined and shall indicate estimate cost of shipping for dollar amount of purchase order.

Remarks:

Please note, this is not applicable to EBSCO's e-book offering, as all titles are delivered electronically. Additionally, EBSCO has no platform, hosting, access or delivery fees.

22. Service Charge: The contractor shall describe the type of service fees levied for handling a MALIA account.

Remarks:

Please note, this is not applicable to EBSCO's offering. Financial advantages or working with EBSCO include no added service fees. The costs outlined within **Attachment C** are all-inclusive.

- 23. Multiple Accounts: Contractor will provide at least 20 separate accounts for a given library. Materials in these accounts will be ordered separately and must be shipped and invoiced separately. Yes No**

Remarks:

Please note, this is not applicable to EBSCO's e-book offering, as all titles are delivered electronically.

- 24. Other Services: Specify other services provided.**

In addition to the high-quality content, features and functionality of *EBSCO eBooks*, MALiA member libraries are also presented the following value-added services, at no additional cost:

Ongoing Administrative Support

Via the *EBSCOadmin* online administrative module, libraries have access to several customization options, checkout preferences, usage reports and more, supporting the ongoing administration of each platform. Through *EBSCOadmin*, appointed administrators can:

- Administer local collections and related detail
- Establish methods of authentication
- Create user groups and profiles
- Schedule reports
- Customize hold and checkout periods
- Create and maintain user accounts and profiles
- Change passwords
- Enable multilingual options
- Customize available facets and limiters
- Set turnaway alerts
- Customize interface branding

24/7 Technical Support and Online Help

EBSCO offers ongoing technical support through several channels, including our highly qualified technical support representatives, as well as a variety of online resources, including:

- EBSCO's Support Site: Via the EBSCO Help support site (help.ebsco.com), users have unlimited access to an extensive amount of online assistance. The site has been designed with the customer and borrower in mind, aiming to provide the tools and information needed to solve all manner of technical issues on their own. A quick link to the Support Site is available at the bottom of every *EBSCO eBooks* web page. The support site is available 24/7 and offers a variety of support documentation for users, including extensive user and administration guides, video and PowerPoint tutorials, FAQs and other self-service support resources, at no additional charge to customers. It also features an intuitive, user-friendly interface which makes navigating the site exceedingly simple.
- EBSCO LibGuides: Designed for use in a library setting, the online *EBSCO eBooks* LibGuide (ebsco.libguides.com/ebooks) offers library users and staff a basic guide to the most

(General Question 24, continued)

important information to know regarding *EBSCO eBooks*. Content is presented in an easy-to-read, bulleted format with clear, concise information, and is also accompanied by several instructional tutorials.

- Online Help Link: *EBSCO eBooks* also provides a Help Link on the user search screen, which presents a variety of common Help topics. When selected, the link provides a detailed table of contents, arranged by main support topics, with hyperlinks to subtopics underneath each. When the Help icon appears, users can select the icon and help for the screen they are on will display. To view the entire Help system, users would click the Help link at the top right-hand corner of the search screens.
- Technical Support: 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 Monday through Friday, 24 hours a day and Saturday and Sunday from 9:00 a.m. to 5:00 p.m. (Eastern Time) via the following methods:
 - Toll-Free Telephone (U.S. and Canada): 800-758-5995
 - Email: support@ebSCO.com
 - Online: <http://support.ebscohost.com/contact/askus.php>

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.

Complimentary Training

EBSCO will work with MALiA and its member libraries to design a training program that fits their individual needs. Appropriate for administrators, end-users or trainers, EBSCO's broad range of complimentary training options includes: context-specific tutorials, guides and outlines on a variety of topics, live online courses, on-demand recordings, as well as customized and on-site trainings:

- Live Online Courses and On-Demand Training: These convenient online sessions are offered on a regular basis via WebEx. Training sessions are designed to be an open, collaborative experience, with trainers who provide instruction, as well as facilitate open discussions with customers – answering questions, offering examples and sharing best practices.
- Online Tutorials: Online tutorials are designed to train users and administrators on key features of EBSCO products. These short, computer-based lessons are available free of charge on the EBSCO Support Site.

(General Question 24, continued)

- Customized Online Training: Customized online sessions are an option for institution-specific training. This could be accomplished in one session or with a series of trainings on a variety of topics.
- On-site Training: EBSCO can provide on-site training on the use of EBSCO products and administration. The format can be hands-on or presentational, and it is conducted by experienced instructors and subject-matter experts.
- Support Site Training Tools: The EBSCO Support Site features numerous training options, including on-demand training, online training courses, videos and tutorials, trainer guides, user guides, help sheets, request custom training and much more.

Promotional and Marketing Support

EBSCO understands that library resources are only as good as a user's knowledge of and ability to use them. Educating administrators and users about the features, functionality and availability of *EBSCO eBooks* is the key to its use and value.

Knowing this, EBSCO provides extensive promotional materials to libraries as a supplement to available training options. This includes web and print advertisements, flyers, posters, training announcements, landing pages, bookmarks, monitor toppers and more. Many of these resources can be requested as printed materials from EBSCO, or they can be customized and printed by the library for their specific needs.

Platform Branding Options

Libraries can also support marketing of their products with branding. Available platform branding options enable local libraries to coordinate each platform with their own websites. For instance, EBSCO offers a free Search Box builder tool which can be used by the library to design and place an *EBSCO eBooks* search box on the library portal. This Search Box can direct users to the library's EBSCO e-book collection, and can include customized text and a branded logo to mimic the search box experience of familiar Internet search engines.

Administrators also have access to traditional or enhanced style branding options. A library administrator can brand selected pages with custom text, images, color schemes and basic HTML. The available branding options facilitate the placement of library logos, names and messages on most screens. The logo or library name in the upper-right corner can also be coded to connect to the library's own homepage and special library messages can be located at the bottom of select pages.

Dedicated Project Management

To best serve MALiA and its member libraries, EBSCO will provide a highly-experienced and knowledgeable project management team to coordinate, direct and assist in the implementation, performance, training and ongoing support of *EBSCO eBooks*. These seasoned team members have performed the same services for hundreds of public libraries, academic institutions and schools, as well as coordinated services for a variety of library systems. Each member will work closely with MALiA's project leaders to ensure proper implementation and completion of the services required.

(General Question 24, continued)

They will also be available ongoing to facilitate any support requests, answer questions, advise on new features and functionality, and more.

25. Service Requirements Not Met: If not covered under the sections above, list any specifications in this document that our company will be unable to meet. If you propose to meet service needs in an alternative fashion, give the alternative.

Above, EBSCO has indicated its compliance with the applicable service requirements, answering “Yes” to those it can meet and “No” to those it cannot. For those requirements that are not applicable, EBSCO has left the “Yes” and “No” sections blank. Beneath each response, EBSCO has also provided remarks, explaining how it can/cannot comply, or how the question is not applicable.

Additionally, EBSCO has reviewed MALiA’s terms and conditions, and has provided a set of requested exceptions, attached within **Tab 8** as **Appendix 2**. Also included is EBSCO’s license agreement, attached within **Tab 8** as **Appendix 3**.

**RFP
REQUEST FOR PROPOSAL
Title: Library Materials
Mid-Atlantic Library Alliance, MALiA**

ATTACHMENT C

**PRICING FOR OFFER CONSIDERATION
Discounts for Library and Staff Orders**

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

MALiA desires an attractive, predictable pricing structure and, at the same time, a high level of order fulfillment. Accordingly, MALiA seeks to select one or more primary contractors as well as one or more secondary contractors.

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.

All discounts will apply to all shipments, including backorders, for each order placed by the library.

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.

Please note, EBSCO is only responding to Lot 4 of this solicitation. As such, the response sections for Lots 1, 2 and 3 have been left blank.

MATERIAL

DISCOUNT / PRICING

LIBRARY TYPE (specify): Public Academic School Special State Agency

| 1. Books (Reference LOT 1) | 1 Copy | 2+ Copy |
|--|---------------|----------------|
| 1.1. Adult Trade Hardcover Bindings | | |
| 1.1.1. Fiction | _____ | _____ |
| 1.1.2 Non-fiction | _____ | _____ |
| 1.2. Paperbacks | | |
| 1.2.1. Quality | _____ | _____ |

- 1.2.2. Mass-market _____
- 1.2.3. Pre-bound _____
- 1.2.4. Time required to ship prebound orders:

MATERIAL

DISCOUNT / PRICING

1.3. Juvenile Titles

- 1.3.1. Trade hardcover bindings _____
- 1.3.2. Publishers' library bindings _____
- 1.3.3. Reinforced bindings _____
- 1.3.4. Pre-bound books _____
- 1.3.5. Time required to ship prebound orders:

1.4. Small Press _____

1.5. University Press

- 1.5.1 Trade _____
- 1.5.2. Non-trade _____

1.6. Serial Books (continuations) _____

1.7 Reference materials _____

1.8. Cataloging and Processing - Include total support detail and brochures for these services

- 1.8.1. Complete cataloging and processing _____
- 1.8.2. Cataloging and processing without mylar jacket _____
- 1.8.3. Mylar jacket and kit, unfastened _____
- 1.8.4. Mylar jacket, fastened or unfastened _____
- 1.8.5. Kit, unfastened (to include book pocket, book card, spine label, complete set of catalog cards) _____
- 1.8.6. Catalog card set _____
- 1.8.7. Machine-readable cataloging per record _____

1.8.8. Additional charges _____

1.8.9. Reinforced plastic cover for paperbacks: 5 mil thick _____

1.8.10. Lighter laminate: _____

Describe & specify thickness:

1.8.11. Theft-detection devices: attached _____

1.8.12. Theft-detection devices: unattached _____

MATERIAL

DISCOUNT / PRICING

2. Audiovisual (Reference LOT 2)

2.1. Formats

2.1.1. Spoken word cassettes _____

2.1.2. Books on tape _____

2.1.3. Books on CD _____

2.1.4. Compact discs _____

2.1.5 Music cassettes _____

2.1.6 DVD _____

2.1.8 VHS _____

2.1.9 Blu-Ray _____

2.1.10 Others:

2.2. Performance rights

2.2.1. Public _____

2.2.2. Home use _____

2.3. Cataloging and Processing -

2.3.1. Catalog card sets _____

2.3.2. Machine-readable cataloging _____

2.3.3. Theft-detection devices _____

Provide complete information about what services are offered:

3. Software (Reference LOT 3)

3.1. MAC _____

3.2. Windows _____

MATERIAL

DISCOUNT / PRICING

4. E-Books

4.1. Fiction

Please see notes under 4.3 below.

4.2. Non-fiction

Please see notes under 4.3 below.

4.3 For purchased eBooks, what fees or other charges are applied in addition to the eBook title price? Which of these are paid up front? And which are recurring?

In response to MALiA's solicitation, EBSCO is offering a variety of e-book acquisition options, including title-level and subscription-based purchase models. Regardless of acquisition method, *EBSCO eBooks* has no fees or recurring costs, including no platform, hosting, access or delivery fees. EBSCO also does not require any fees for initial setup or outlay of its services, or for ongoing support services.

For details on each offering, as well as applicable pricing, 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 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. Titles are also added to each collection quarterly, at no charge. The following subscription collections can be ordered through your dedicated Sales representative:

1. For MALiA's **academic libraries and special libraries**, EBSCO offers the following collection:

eBook Academic Subscription Collection

Title List: https://www.ebscohost.com/assets-ebooks/title-lists/eBook_Academic_Collection_NA_All.xlsx

Offering nearly 160,000 titles, this growing subscription package contains a large selection of multidisciplinary e-books, representing a broad range of academic subjects. The breadth of information available ensures that students and scholars will have access to information relevant to their research needs.

(Pricing Requirement 4.3, continued)

Within this collection are represented some of the most highly regarded publishers in the Academic sphere, including titles from leading university presses such as Oxford University Press, MIT Press, State University of New York Press, Cambridge University Press, University of California Press, McGill-Queen's University Press, Harvard University Press and many others. Additional academic publishers include Elsevier, Ashgate Publishing, Taylor & Francis, Sage Publications and John Wiley & Sons.

Subject Coverage Includes: Art, Business and Economics, Education, Language Arts and Discipline, Literary criticism, Medical, Performing Arts, Philosophy, Poetry, Political Science, Religion, Social Science, Technology and Engineering, Other Academic Fields.

Pricing for the eBook Academic Subscription Collection:

| eBook Academic Subscription Collection | |
|---|-------------------------|
| FTE | Price Recurring* |
| Up to 2,499 | \$3,750.00 |
| 2,500 – 4,999 | \$7,500.00 |
| 5,000 – 7,499 | \$12,113.00 |
| 7,500 – 9,999 | \$16,413.00 |
| 10,000 – 12,499 | \$20,400.00 |
| 12,500 – 14,999 | \$24,063.00 |
| 15,000 – 17,499 | \$27,425.00 |
| 17,500 – 19,999 | \$30,475.00 |
| 20,000 – 22,499 | \$31,875.00 |
| 22,500 – 24,999 | \$34,125.00 |
| 25,000 - Plus | \$36,094.00 |

**Please note, pricing is calculated based on the FTE of institutions that opt into participation. This eBook package is offered on an annual subscription basis. EBSCO will allow MALiA to renew on the same terms (according to the pricing tiers and discount tiers) for up to 2 successive one year periods.

(Pricing Requirement 4.3, continued)

eBook Academic Subscription Collection Discounts:

EBSCO offers MALiA the following discounts on the eBook Academic Subscription Collection:

| 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 |

2. For MALiA’s **public libraries**, EBSCO offers the following collection:

eBook Public Library Subscription Collection

Title List: <https://www.ebscohost.com/assets-ebooks/title-lists/PublicLibraryNA.xlsx>

With more than 41,000 e-books chosen specifically for public libraries, this general reference collection features titles for both adults and juveniles, as well as best-selling and highly-recommended titles from industry leading publishers.

Within the collection are covered a wide range of subjects and topics to meet various patron needs, including substantial offerings in self-help, health and fitness, games, crafts and hobbies, medical, cooking and religion. This collection also features titles on recreation and leisure, geography, commerce, finance, family, marriage, women, folklore, social and public welfare, and home economics.

Pricing for the eBook Public Library Subscription Collection:

| eBook Public Library Subscription Collection | |
|--|-------------------|
| Population Served | Price Recurring** |
| <10,000 | \$995 |
| 10,001-50,000 | \$1,295 |
| 50,001-75,000 | \$1,850 |
| 75,001-100,000 | \$2,570 |
| 100,001-150,000 | \$3,595 |
| 150,001-200,000 | \$4,675 |
| 200,001-300,000 | \$6,080 |

(Pricing Requirement 4.3, continued)

| | |
|-------------------|----------|
| 300,001-400,000 | \$7,905 |
| 400,001-600,000 | \$10,275 |
| 600,001-1,000,000 | \$13,500 |
| 1,000,000+ | \$15,500 |

**Please note, pricing is calculated based on the population of public libraries that opt into participation. This eBook package is offered on an annual subscription basis. EBSCO will allow MALiA to renew on the same terms (according to the pricing tiers and discount tiers) for up to 2 successive one year periods.

eBook Public Library Subscription Collection Discounts:

EBSCO offers MALiA the following discounts on the eBook Public Library Subscription Collection:

| 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 |

3. For MALiA’s K-8 and high school libraries, EBSCO offers the following collections:

eBook K-8 Subscription Collection

Title List: https://www.ebscohost.com/assets-ebooks/title-lists/eBook_K8_Subscription.xlsx

Featuring more than 11,000 high-quality titles, this collection has been designed to support K-8 students and the educators who work with them. It offers a cost-effective way for libraries to provide educators with full-text e-book coverage that supports their curricula, and is a great complement to other elementary and middle school resources.

As a whole, the eBook K-8 Subscription Collection encompasses a growing selection of titles across a wide range of school subjects and areas of interest. This includes content that supports both general and specific learning objectives, as well as student hobbies, interests and leisure reading. Supporting a quality learning experience across areas of learning, content also aligns with Common Core Curriculum Standards (for participating U.S. states), and features a selection of teacher resources to support educators and administrators.

(Pricing Requirement 4.3, continued)

eBook High School Subscription Collection

Title List: https://www.ebscohost.com/assets-ebooks/title-lists/eBook_HighSchool_Collection.xlsx

Designed specifically for high school students and their educators, this extensive collection offers an easy, cost-effective way to provide full-text e-book coverage that aligns with school curricula, supplements classroom learning and complements other resources.

Currently, the package consists of more than 8,800 e-books that support a quality learning experience across all academic subject areas. Content includes a selection of classic literary works, important historical documents and general reference materials, as well as a selection of teacher resources to support educators and administrators. Titles align with Common Core Curriculum Standards (for participating U.S. states).

Pricing for the eBook K-8 Subscription Collection and eBook High School Subscription Collection:

| eBook K-8 Subscription Collection and eBook High School Subscription Collection | |
|--|----------------|
| Collection | Price** |
| eBook K-8 Subscription Collection | \$795.00 |
| eBook High School Subscription Collection | \$1,795.00 |

**Please note, pricing is calculated based on the FTE of schools that opt into participation. This eBook package is offered on an annual subscription basis. EBSCO will allow MALiA to renew on the same terms (according to the opt-in pricing and discount tiers) for up to 2 successive one year periods.

eBook K-8 Subscription Collection and eBook High School Subscription Collection Discounts:

EBSCO offers MALiA the following discounts on the eBook K-8 and eBook High School Subscription Collections:

| 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 |

(Pricing Requirement 4.3, continued)

EBSCO eBooks Title-Level Purchase

To supplement EBSCO’s subscription collections, *EBSCO eBooks* offers more than one million titles for individual purchase. Titles may be purchased directly on a title-by-title basis in *EBSCOhost Collection Manager*. As an alternative to direct purchase, ECM also supports Patron-Driven Acquisition, where titles are triggered for purchase upon significant in-platform use.

Regardless of whether titles are purchased directly, or PDA-triggered, purchased titles are owned in perpetuity. Therefore, there are no annual charges applied for ongoing access. Titles will only need to be purchased on time. If the publisher permits, titles are available in one or more of the following access models:

- One-book-unlimited-users (1BUU)
- One-book-three-users (1B3U)
- One-book-one-user (1B1U)

EBSCO has created strong relationships with publishers around the world to provide fair and low pricing compared to our competitors. All *EBSCO eBooks* are priced on a title-by-title basis and are reflective of publisher prices, with no additional mark-ups. As EBSCO does not add additional mark-ups on any title, additional discounts on individually purchased e-books are not available at this time. To browse individual title pricing, please request an ECM account here: <https://www.ebsco.com/ecm-login-request>

5. Delivery – INSIDE DELIVERY REQUIRED

5.1. Prepaid FOB

5.1.1. Destination N/A

5.1.2. Point of Shipment N/A

5.2 Mode of shipment

EBSCO eBooks are available for both purchase and subscription. Titles can be purchased for perpetual ownership in *EBSCOhost Collection Manager*, EBSCO’s online ordering portal and catalog, as well as ordered through your site’s dedicated Sales representative. Similarly, EBSCO’s e-book subscription collections can be ordered through your Sales representative, by phone or email. All titles, regardless of whether they have been purchased or subscribed to, are delivered electronically, and made available on the end user platform within hours of order placement. There are no fees associated with their delivery.

ATTACHMENT E

Small Business Subcontracting Plan

Definitions

Small Business: "Small business" means a business that has been certified in accordance with Regulations governing Certification by the Virginia Department of Small Business and Supplier Diversity (DSBSD). Certification requirements can be found at www.sbsd.virginia.gov.

Women-Owned Business: "Women-owned business" means a business that has been certified in accordance with Regulations governing Certification by the Virginia Department of Small Business and Supplier Diversity (DSBSD). Certification requirements can be found at www.sbsd.virginia.gov.

Minority-Owned Business: "Minority-owned business" means a business that has been certified in accordance with Regulations governing Certification by the Virginia Department of Small Business and Supplier Diversity (DSBSD). Certification requirements can be found at www.sbsd.virginia.gov.

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- and minority-owned businesses 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.DSBSD.virginia.gov (Customer Service).

Bidder Name: **EBSCO Industries, Inc.**

Preparer Name: **Dianah Tsilifonis**

Date: **April 25, 2017**

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form. This includes DSBSD-certified women-owned and minority-owned businesses when they have also received DSBSD small business certification.

EBSCO is not certified by the DSBSD as a micro/small business. Section A will be left blank.

- 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.

EBSCO is not a DSBSD-certified small business. Please see Section B for EBSCO's response.

Section A

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

Certification number: _____ Certification Date: _____

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

| Micro/Small Business Name & Address DSBSD Certificate # | Status if Micro/Small Business is also: Women (W), Minority (M) | Contact Person, Telephone & Email | Type of Goods and/or Services | Planned Involvement During Initial Period of the Contract | Planned Contract Dollars During Initial Period of the Contract (\$ or %) |
|---|---|-----------------------------------|-------------------------------|---|--|
| *Please see note below | *Please see note below | *Please see note below | *Please see note below | *Please see note below | *Please see note below |
| | | | | | |
| | | | | | |
| | | | | | |
| Totals | | | | \$0 | \$0 |

*Please note, EBSCO Industries, Inc. is not a DSBSD-certified small business and does not utilize subcontractors. In response to this solicitation, EBSCO is only applying to Lot 4, and will execute all aspects of any resulting contract with its own equipment, supplies, materials and employees. At this time, no aspect of the work involved would warrant subcontractors, and EBSCO is unable to subcontract any work to a DSBSD-certified business, or any other subcontractor.

Please also note, EBSCO is incorporated in Delaware, with its headquarters located in Massachusetts. EBSCO’s business is completed in-house, including printing, accounting, customer service, product development and all other services related to any contract between EBSCO and MALiA. Additionally, EBSCO products are web-based solutions that are electronically loaded on its servers, located in Ipswich, Massachusetts, by EBSCO employees. EBSCO requests the following waiver request be taken into consideration when scoring.

Attachment F

REQUEST FOR PROPOSAL

Title: Library Materials

Mid-Atlantic Library Alliance, Inc. (MALiA)

ATTACHMENT F

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The bidder:

- is a corporation or other business entity with the following SCC identification number:
 F1568684 **-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 bidder 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 bidder's out-of-state location) **-OR-**
- is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder'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 bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

| Appendix 1 – EBSCO eBooks Contract Publishers |
|--|
| 2Leaf Press |
| A Philip Turner Book with Rowman & Littlefield |
| AAA Publishing (NBN) |
| Aadi Publications (NBN) |
| Aarhus University Press |
| ABC-CLIO |
| Abdo Publishing Company |
| Aberdeen University Press |
| Academic Studies Press |
| Academic Therapy Publications |
| Academy of Nutrition and Dietetics |
| ACU Press |
| Addleton Academic Publishers |
| Adizes Institute LLC |
| Adobe Developer Library |
| Advanced Reasoning Forum |
| AEI Press (NBN) |
| AEI Press (R&L) |
| African Books Collective |
| AGA Institute Press |
| Agate Publishing |
| aha! Process, Inc. |
| Aichi Shukutoku University |
| AirInsight |
| AK Press |
| Akashi Shoten Co.Ltd. |
| Akita International University |
| Al Arabi Publishing & Distributing |
| Al Manhal |
| Alan C. Hood & Co., Inc. (NBN) |
| ALC Press Inc. |
| Alessandra & Associates, Inc. |
| Alfred Publishing LLC |
| Algonquin Books |
| Algora Publishing |
| Allen & Unwin |
| Allen A. Knoll, Publishers |
| Allosaurus Publishers |
| Alma Books |
| Alpine Guild, Inc. |
| Alshegry for Publishing & Information Technology |
| AltaMira Press |
| AMA Self-Study (eBook) |

| |
|--|
| Amani International Publishers |
| Amazing People Club Ltd. |
| American Academy of Ambulatory Care Nursing |
| American Academy of Pediatrics |
| American Academy of Pediatrics (Red Book) |
| American Animal Hospital Association |
| American Bar Association (NBN) |
| American Ceramic Society |
| American Geriatrics Society |
| American Health Information Management Association Press (AHIMA Press) |
| American Industrial Hygiene Association (AIHA) |
| American Library Association |
| American Management Association, AMACOM Division |
| American Mathematical Society |
| American Medical Association |
| American Medical Group Association (AMGA) |
| American Occupational Therapy Association |
| American Oil Chemists Society |
| American Planning Association (NBN) |
| American Psychological Association |
| American Public Health Association |
| American Society for Microbiology Press |
| American Society for Microbiology Press (Textbook) |
| American Society for Parenteral & Enteral Nutrition |
| American Society of Bookplate Collectors & Designers (ASBC&D) |
| American Society of Civil Engineers |
| American Society of Health System Pharmacists |
| American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) |
| American Society of Mechanical Engineers |
| American Society of Safety Engineers |
| AMI Publishing |
| Amsterdam University Press |
| Anamchara Books |
| Anaphora Literary Press |
| Andrews UK Ltd. |
| Angel Wings Publishing Partners (NBN) |
| Annick Press Ltd (eBOUND) |
| Anvil Press (eBOUND) |
| APQC |
| Aquila Polonica (NBN) |
| Arab Center for Studies & Scientific Research |
| Arab Nile Group |
| Arab Studies Center for Publishing |
| Arawak Publications |
| Arbordale Publishing |
| Archedigm Publications (NBN) |

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| Architectural Book Publishing (R&L) |
| Arcturus Publishing Ltd |
| Argami Productions, LLC |
| Army War College Foundation Press (NBN) |
| Arte Publico Press |
| Artech House Publishers |
| Artima, Inc. |
| Artisan Books |
| ArtistPro (Part of Course Technology PTR) |
| Asahi Shimbun Publishing Co. |
| Asakura |
| Aschendorff Verlag GmbH & Co. KG |
| ASERS Publishing |
| Asian Development Bank |
| Ask Publishing Co., Ltd. |
| ASM International |
| ASQ Quality Press |
| Associated University Presses |
| Associates in Medical Marketing Co., Inc. |
| Association for Supervision & Curriculum Development |
| Association for Talent Development |
| Association of American Medical Colleges |
| Association of College & Research Libraries |
| Asteroid Publishing, Inc. |
| ASTM International |
| Astral International Private Limited |
| Astronaut Projects (NBN) |
| ATF France |
| ATF Press |
| Athabasca University Press |
| Augsburg Fortress (NBN) |
| Austin & Winfield Publishers (R&L) |
| Australian Academic Press |
| Australian Centre for International Agricultural Research |
| Australian Copyright Council |
| Australian eBook Publisher |
| Authentic Media |
| Axios Press |
| Axzo Press |
| B F Helleman |
| B&H Publishing Group |
| Baker Publishing Group |
| Bancroft Press |
| Barbara Cartland |
| Barbour Books |
| Barcelona Publishers |

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| Bard Press (NBN) |
| Baron Barclay |
| Barricade Books |
| Barron's Educational Series, Inc. |
| Bartlett Publishing |
| Bass Books |
| Bay Tree Publishing |
| Baylor University Press |
| BCS Learning & Development Limited |
| Bearport Publishing |
| Belize National Library Service |
| Bellwether Media, Inc. |
| Bennett Books |
| Bentham Science Publishers Ltd. |
| Berghahn Books |
| Bernan Press |
| Berrett-Koehler Publishers, Inc. |
| Bestsell Publications |
| Bibliotheca Alexandrina |
| Bierbaum Publishing LLC |
| Biota Publishing |
| Bitingduck Press |
| Black Rose Books |
| Blacksmith Books |
| Blood Moon Productions |
| Bloomsbury UK |
| Bloomsbury USA |
| BLR - Business & Legal Resources |
| Blue Dome Press |
| Blue Ibis Ltd. |
| Blue Poppy Enterprises |
| Blue River Press |
| Blyth Institute, Inc. |
| Bnei Baruch/Laitman Kabbalah |
| BNi Building News |
| Body & Breath |
| Bolchazy Carducci Publishers |
| Booher Research Institute |
| Bookmasters Group |
| BookMobile |
| Books on Demand GmbH |
| Books We Love Ltd. (eBOUND) |
| BookThug, Inc. (eBOUND) |
| Bookwire GmbH |
| Boone and Crockett Club (NBN) |
| Boson Books |

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| Boson Books (Bitingduck) |
| Boulder Publications (eBOUND) |
| Bowperson Publishing & Training, Inc. |
| Boydell & Brewer |
| Boys Town Press |
| BPP Learning Media |
| Brainmass, Inc. |
| Branden Books |
| Brewers Publications |
| Brick Books (eBOUND) |
| Bridge Works Publishing Company (R&L) |
| Bridgeross Communications |
| Brill Academic Publishers |
| Brindle & Glass |
| British Small Animal Veterinary Association |
| British Standards Institution |
| BroadStreet Publishing Group LLC |
| Broadview Press |
| Brookes Publishing |
| Brown Walker Press |
| Brush Education (eBOUND) |
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| budrich academic |
| Bun-ichi Sogo Shuppan Co., Ltd. |
| Bunshindo Publishing Corporation |
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| Business Expert Press |
| C&T Publishing |
| C. Roy Keys, Inc. |
| Caister Academic Press |
| Callisto Media |
| Cambria Press |
| Cambridge International Science Publishing Ltd. |
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| Cambridge University Press |
| Cambridge University Press India Pvt. Ltd. |
| Campus Verlag GmbH |
| Canadian Scholars' Press |
| Canongate Books Ltd |
| Cape Breton University Press (eBound) |
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| Career Press |
| Carlton Books Limited |
| Carol Rutenberg (Telephone Triage Consulting, Inc) |
| Carson-Dellosa Publishing |
| Casemate Publishers & Book Distributors, LLC |

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| Castle Connolly Medical Ltd. |
| Catholic University of America Press |
| Cato Institute |
| Cavendish Square Publishing |
| Caxton Press |
| Center for Creative Leadership |
| Center for Strategic & International Studies (R&L) |
| Central European University Press |
| Centre for Addiction & Mental Health |
| Centre for Arab Unity Studies |
| Change Innovators, Inc. (eBOUND) |
| Charles C Thomas Publisher |
| Charles University in Prague, Karolinum Press |
| Charles University, Faculty of Education Press |
| Chart Your Course International |
| Chartridge Books Oxford |
| Chemical Publishing Company |
| Cherry Lake Publishing |
| Chesapeake Book Company (NBN) |
| Chicago Distribution Center (CDC Presses) |
| Chikura Publishing Co., Ltd. |
| Christianity Today |
| Chuohoki Publishing Co |
| Chuokeizai-Sha Inc. Publishers |
| Church Publishing Incorporated |
| City University of Hong Kong Press |
| Clarion Technical Publishers |
| Class Publishing |
| Classroom Complete Press |
| CLC Publications |
| Clemmer Group |
| Clinical Publishing Oxford |
| CLUEB srl |
| Coding Institute LLC |
| Coffing Data Warehousing |
| Colin Bentley |
| Collier Publishing |
| Columbia Books |
| Columbia Island Press |
| COM s.r.l. |
| Common Ground Research Networks |
| Complete Test Preparation, Inc. |
| Confidential Concepts, Inc. |
| Contento de Semrik |
| Convurgent Publishing LLC |
| Cooper Square Publisher |

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| Cooper Square Publishing LLC (NBN) |
| Copal Publishing Group |
| Cormorant Books Inc. (eBOUND) |
| Cornell University Press |
| CornerStone Leadership Institute |
| Corona Publishing Co. |
| Coteau Books (eBOUND) |
| Council on Foreign Relations |
| Course Crafters |
| Course in Miracles Society |
| Course Technology PTR |
| Court Wayne Press |
| Cowley Publications |
| Crabtree Publishing |
| CRC Press (CAM) |
| CRC Press LLC |
| Creative Content Ltd. (eBook) |
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| Crossroad Press |
| Crossway Books |
| Crow Cottage Publishing (eBOUND) |
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| Crystal Dreams Publishing |
| CS Publishing |
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| CyberAge |
| Cybereditions |
| Cyberworld Publishing |
| Daihorin-Kaku Ltd. |
| Dana Foundation |
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| David C. Cook |
| Davus Publishing |
| Dawn Publications |
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| De Gruyter |
| De Marque, Inc. |
| Delft University Press |
| Delmar Career and Education Publishing |
| Delmar Health Care Publishing |
| Delmar Thomson Learning |
| Delta Publishing Company |

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| Demarche Publishing |
| Demeter Press (eBOUND) |
| Derek Padula |
| Derrydale Press |
| Deseret Book Company |
| Destiny Image Publishers |
| Dharma Communications |
| Diateino(O'Reilly) |
| Digital Scanning, Inc. |
| Digitalia, Inc. |
| Diplomica Verlag GmbH |
| Dobunkan Shuppan Co., Ltd. |
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| Dolan Management |
| Dolman Scott |
| Don't Eat Any Bugs Productions (NBN) |
| Down East Books (R&L) |
| Dr. Jeffrey Albaugh |
| dreamis Verlag |
| dtv Verlagsgesellschaft mbH & Co. KG |
| Duke University Press |
| Duncan Petersen Publishing |
| Duncker und Humblot Verlag |
| Dundurn Group |
| Dunedin Academic Press Limited |
| Duo Press |
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| Eakin Press |
| e-artnow |
| Eastwood Harris Pty Ltd. |
| Easy Analytic Software, Inc. |
| Echo Educational Distributors Pty Ltd |
| Ecobook - Editorial del Economista |
| Ecoe Ediciones |
| ECW Press Ltd |
| Ediciones Akal, SA |
| Edinburgh University Press |
| Editions de l'Herne |
| Editions des Sciences Humaines |
| Editions Didier Millet (NBN) |
| Editions La Decouverte |
| Editions La Guaya |
| Editions MultiMondes |
| Editorial Brujas |
| Editorial Castilla La Vieja |
| Editorial CIDCLI |

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| Editorial Estribor (O'Reilly) |
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| Eisenbrauns |
| Ekho Verlag |
| El Colegio de la Frontera Norte A.C. |
| El Colegio de Mexico, A.C. |
| Elbrook Press |
| Electric Book Co. |
| Electronic & Database Publishing, Inc |
| e-Libro.corp |
| Elsevier Brazil |
| Elsevier Inc., Health Sciences Division |
| Elsevier Ltd. |
| Emerald Publishing |
| Emirates Center of Strategic Studies & Research |
| EMS Editions - IN QUARTO SARL |
| Encyclopaedia Britannica |
| Energy Education Group |
| Engage Books (eBOUND) |
| Enrealment_Press (NBN) |
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| European Respiratory Society |
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| Exisle Publishing |
| Experience Publishing Company |
| Experiment, LLC |
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| Eyrolles |
| F&W Media, Inc. |
| F.A. Davis Company/Publishers |
| Facet Publishing |
| Facts on File |

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| Fairleigh Dickinson University Press |
| Fairmont Press |
| Falcon Guides (R&L) |
| Fast Print |
| Favorable Impressions |
| Felony & Mayhem Press |
| Financial Executives Research Foundation (FERF) |
| Fintelligence Publishing |
| Firebrand Technologies |
| First Edition Design Publishing, Inc. |
| Fitness Information Technology (NBN) |
| Floating Press Limited, The |
| Fondation Maison des Sciences de l'Homme - Diffusion |
| Fondo de Cultura Economica USA, Inc. |
| Fontaine Publishing Group |
| Food & Agriculture Organization of the United Nations |
| Ford Street Publishing |
| Fortress Press (NBN) |
| Fotocomposició n Ipar |
| Franciscan Media LLC |
| Frank & Timme GmbH |
| Franklin Watts |
| Franz Steiner Verlag |
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| Fundacion Cultural Armella Spitalier |
| Fuze Publishing |
| G & G Publishing |
| G. Giappichelli Editore Srl |
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| Gallopade International |
| Gallup Press |
| Gareth Stevens Publishing |
| Garrett County Press |
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| GemmaMedia |
| Gendaishiryō-shuppan Inc. |
| Geneva Press |
| GenNext Publication (NBN) |
| Geological Society of London |
| Georg Olms |
| Georgetown University Press |
| Gibbs M. Smith, Inc. |
| GIDEON Informatics, Inc. |

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| Gihodo Shuppan Co. Ltd. |
| Glazer-Kennedy Publishing |
| Glenbridge Publishing |
| Glenn Langohr |
| Global Immersion Press |
| Global India Publications Pvt Ltd |
| Globe Pequot Press (R&L) |
| Goddess Ink (NBN) |
| Goodfellow Publishers |
| Goose Lane Editions (eBOUND) |
| Gooseberry Patch (R&L) |
| Government Institutes Incorporated |
| Government Training Inc. |
| Grace Publishing Company |
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| Granville Island Publishing |
| Great Day Press |
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| Greenleaf Publishing |
| Grey House Publishing |
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| Hakuto-Shobo Publishing |
| Hamilton Books (R&L) |
| HammondCare Media |
| Hannacroix Creek Books, Inc. |
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| Happy About |
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| Hardie Grant |
| Harding House Publishing |
| HarperCollins Canada Ltd. (Wiley) |
| Harriman House |
| Harrison & Hampton |
| Harvard Business Review Press |
| Harvard University Press |
| Harvest House Publishers, Inc. |
| Hay House, Inc. |
| Hayward Medical Communications |
| HCPPro |

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| Headwater Books (NBN) |
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| Health Communications, Inc. |
| Hebrew University Magnes Press |
| Heibonsha Ltd. |
| Helion (O'Reilly) |
| Hendrickson Publishers Marketing LLC |
| Henery Press, LLC |
| Hentzenwerke Publishing, Inc. |
| Herald Press |
| Heritage House Publishing |
| Hesperian Health Guides |
| Hiars Multimedia 2013 S.L. |
| High Frequency Publishing |
| Higher Education Press Limited Company |
| Himalayan Institute (NBN) |
| Hiperlink |
| Hiroenterprise |
| Hiroshima University Press |
| History Press |
| Hodder & Stoughton |
| Hodder Education Group |
| HOKURYUKAN Co., Ltd. |
| Holiday House Publishing, Inc. |
| Hong Kong University Press |
| Horizon Publishing Group |
| Hosei University Press |
| Hot Springs Biofeedback Center PLLC (NBN) |
| Houghton Mifflin Harcourt Publishing Company (Wiley) |
| HRD Press |
| HRVATSKA SVEUCILISNA NAKLADA d.o.o. |
| Human Kinetics |
| Humanities-Ebooks |
| Hunter House |
| Hunter Publishing, Inc. |
| I.B. Tauris |
| Ian Randle Publishers |
| Ibcon |
| ibidem-Verlag Jessica Haunschild / Christian Schon GbR |
| Ibis Rouge Editions |
| ICC Services SAS - Publishing Department |
| Ice Publications |
| IEDP Ideas for Leaders Ltd. |
| Igaku Shoin |
| IGI Global |
| Iguana Books (eBOUND) |

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| IMD |
| IMedPub |
| IMinds Pty Limited |
| Immigration Direct |
| Impackt |
| Impact Publications |
| Inanna Publications (eBOUND) |
| Independent Publishers Group |
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| Industrial Press, Inc. |
| Infinite Ideas |
| Information Age Publishing |
| Information Today Inc. |
| Infosential Press |
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| Innovations in Early Childhood Education |
| Innovative Training Works USA |
| INscribe Digital |
| Insiders Guide (R&L) |
| Insomniac Press |
| Institucion Universitaria Politecnico Grancolombiano |
| Institute for Career Research |
| Institute of Education Press (IOE Press) |
| Institute of Public Administration (IPA) |
| Institution of Engineering & Technology |
| Integrity Research Institute |
| Interactive Publications |
| Inter-Disciplinary.net |
| International Agency for Research on Cancer |
| International City / County Management Association (ICMA) |
| International Creators' Organization |
| International Debate Education Association |
| International Development Research Centre |
| International Federation of Red Cross & Red Crescent Societies |
| International Institute for Learning |
| International Labour Organization |
| International Literacy Association |
| International Monetary Fund |
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| International Society for Technology in Education |
| International Society of Automation (ISA) |
| International Specialized Book Services |
| Inter-Varsity Press |
| Intrepid Traveler (NBN) |

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| Intuition Connection (NBN) |
| IOS Press |
| IRH Press (NBN) |
| ISD Distribution |
| Ishiyaku Publishers, Inc. |
| Iskaboo Publishing Ltd |
| Island Press |
| ISR Books |
| IT Governance Ltd. |
| IT Revolution Press (NBN) |
| ITESO |
| Ituri Publications |
| Ivan R. Dee Publisher |
| Iwanami Shoten |
| J. Ross Publishing, Inc. |
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| Jagiellonian University Press |
| Japan Publishing Industry Foundation for Culture |
| JAPANESE NURSING ASSOCIATION PUBLISHING COMPANY, Ltd. |
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| John Wiley & Sons, Inc. |
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| Jones & Bartlett Publishers, Inc. |
| Jordan Ebook LLC |
| Journal of Buddhist Ethics Online Books |
| Jusonbo Ltd. |
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| Kagaku-Dojin Publishing Company,INC. |
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| Kanazawa Medical University |
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| Kenpakusha Co., Ltd |
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| Larson Publications |
| Lauren Blakely Books |
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| Law & Economy Bookshop for Publishing & Distributing |
| Law of Time Press |
| LearningExpress LLC (NBN) |
| LearnSmart |
| LearnToPlayMusic.com Inc. |
| Legas Publishing |
| Legend Press |
| Legerity Digital Press |
| Lehigh University (R&L) |
| Lehigh University Press |

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| Lentz Leadership Institute LLC |
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| Les Éditions du Septentrion Inc. |
| Les Presses de l'Université Laval |
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| Linda Leith Publishing (eBOUND) |
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| Listen & Live (eBooks) |
| Liturgical Press |
| Litwin Books |
| Living Miracles Publications |
| Lorenz Educational Press |
| Louisiana State University Press |
| Loving Healing Press |
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| Luminis Books |
| Lynne Rienner Publishers |
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| Maker Media, Inc (O'Reilly) |
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| Mason Crest Publishers |
| Materials Science Forum LLC |
| Maven Publishing |
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| McFarland & Company, Inc. |
| McGill-Queen's University Press |
| McGraw-Hill International (UK) Limited |
| MCS Media |
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| MITP Verlags GmbH & Co. KG |
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| Momentum Press |
| Monash University ePress |
| Mongoose Press |
| Monsoon Books |
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| Morgan Quitno Press |
| Morgan Reynolds Publishing |
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| Morris Communications Corp. (NBN) |
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| Multi-Media Publications Inc. |
| Multi-Science Publishing Co Ltd |
| M-Y Books |
| M-Y EBooks Hertford Ltd |
| Nakayama-Shoten Co., Ltd |

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| Narr Francke Attempto Verlag GmbH & Co.KG |
| Nashiri E-publishing House |
| National Academies Press |
| National Book Network International |
| National Council on Radiation Protection & Measurements |
| National Science Teachers Association |
| Nationwide |
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| New Star Books |
| New Strategist Press LLC |
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| Newtrends Publishing Inc (NBN) |
| Nichigai Associates Inc. |
| Nihon Keizai Hyoronsha Ltd. |
| Nippon Hyoronsha |
| No Starch Press |
| No Voice Unheard (NBN) |
| NOA Publishing Firm |
| Noble Publishing |
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| Nordic Council of Ministers |
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| North Jersey Media Group Inc. |
| Northbrae Books |
| Northeast Books & Publishing |
| Northwestern University Press |
| Nova Press |
| Nova Science Publishers, Inc. |
| Nova Vista Publishing |
| Now Publishers |

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| Open Road Integrated Media, Inc. |
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| Open University Worldwide |
| Opera Journeys Publishing |
| OR Books, LLC |
| Orca Book Publishers |
| Orchard Books |
| Orchard Publications |
| O'Reilly Media |
| Organisation for Economic Cooperation & Development |
| OTSUKI SHOTEN PUBLISHERS |
| OUP Premium |
| Oxford University Press Southern Africa (Pty) Ltd. |
| Oxford University Press USA |
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| Palgrave Macmillan Ltd. |
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| Pandanus Books |
| Parallel Worlds LLC (eBook) |
| Paramount Market Publishing, Inc. |
| Parlor Press |
| Parmenides Publishing eBook |

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| Peace of the Dreamer (NBN) |
| Peak Performance Press |
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| Pearson Education, Inc. |
| Penguin Random House LLC |
| Penguin Random House LLC (Publisher Services) |
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| Pensoft Publishers |
| People's Medical Publishing House USA Ltd (PMPH) |
| Perfection Learning Corporation |
| Perseus Books, LLC |
| Peter Lang AG |
| Peterson Institute for International Economics |
| Pharmaceutical Press |
| Philosophical Library (R&L) |
| Phoenix Publication House of Turkey |
| Physics Curriculum & Instruction, Inc. |
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| Platypus Media, LLC |
| Plunkett Research, Limited |
| Plural Publishing Inc. |
| Pluto Press |
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| Poisoned Pen Press |
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| Policy Press |
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| Presses de l'Universite du Quebec |
| Price World Publishing, LLC |
| Primal Nutrition, Inc. |
| Primary Research Group |
| Primento |
| Princeton University Press |
| Private Tutor |
| Productive Publications |
| Productivity Pro |
| Profession Design Press Co., Ltd |
| Profile Books |
| Project Management Institute |

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| Protestant Publishing Co.,Ltd. |
| Proud Horse Publishing |
| Proverse Hong Kong |
| PRS Group, Inc. |
| Psychosozial-Verlag |
| Pulp Free Press |
| Purdue University Press |
| Pyramid Media Group |
| Quayside Publishing Group |
| Quick Trading Company |
| Quintessence Publishing Company Inc. |
| R. Wyler & Co. |
| Radar |
| Rainbow Books, Inc. |
| Rainer Hampp Verlag |
| Rainforest Books (NBN) |
| RAND Corporation |
| Rand Media |
| readbox publishing GmbH |
| Ready to Manage, Inc. |
| Reagent Press |
| Reaktion Books Ltd. |
| Reality Press (NBN) |
| Red Ediciones |
| Red Mountain Insights, LLC |
| Red Wheel/Weiser, LLC |
| Redwing Book Company |
| Reformation Heritage Books |
| Regent Press |
| Republic of Texas Press |
| Research & Development of Human Resources Center - REMAH |
| Research Foundation of CFA Institute |
| Research Studies Press |
| Resume Place, Inc. |
| Rethinking Schools |
| Rheinwerk Publishing, Inc. |
| Richard K. Miller & Associates |
| Rikoh Tosho |
| Rising Stars UK Ltd |
| Risk Books |
| River Oaks Garden Club (NBN) |
| Robert Rinehart |
| Rock's Backpages |
| Rocky Mountain Books |
| Rocky Nook, Inc. |
| Ronsdale Press Ltd. (eBOUND) |

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| Rosen Publishing Group |
| Rosenfeld Media |
| Rothstein Associates, Inc. |
| Rotographic Int'l |
| Rourke Publishing, LLC. |
| Rowanvale Books |
| Rowman & Littlefield Education |
| Rowman & Littlefield Publishing Group, Inc. |
| Ruhaniat Press (NBN) |
| Rutgers University Press |
| S. Hirzel Verlag |
| Saddleback Educational Publishing |
| Safari Press (NBN) |
| Sage Publications Inc. |
| Sage Publications India Pvt, Ltd -- eBooks |
| Sage Publications, Ltd. |
| Sairyusha Co., Ltd. |
| Salem Author Services |
| Salem Press |
| Samfundslitteratur Press |
| Samgha Publishing Co |
| Sanseido Publishing Company, Ltd. |
| SARL Adverbium |
| SAS Institute |
| Satish Serial Publishing House (NBN) |
| Satya House Publications |
| SC Publica |
| Scarborough House (R&L) |
| Scarecrow Press Inc. |
| SCB Distributors |
| Schattauer GmbH |
| Schluetersche Verlagsgesellschaft mbH & Co. KG |
| Scholarly Resources, Inc. |
| Science Naturally (NBN) |
| Scientific Publishers |
| Scientific Publishing Ltd |
| SEEd srl |
| Seidosha Inc. |
| Seishin Shobo, Ltd. |
| Self-Counsel Press |
| Sellers Publishing, Inc. |
| Sense Publishers |
| Seoul Selection U.S.A. Inc. |
| Seraphim Editions |
| Seven Ox Press |
| Severn House Publishers |

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| Sexto Piso |
| Sheed & Ward |
| Shell Educational Publishing |
| Sher Music |
| Sheridan House (R&L) |
| Shohakusha Publishing Co.,Ltd |
| SHOJIHOUMU Co., Ltd. |
| SHOKABO Publishing Co., Ltd. |
| SHOKOKUSHA Publishing Co.,Ltd. |
| Shunjusha Publishing Company |
| Sidestone Press |
| Siglo XXI de Espana |
| Sigma Theta Tau International |
| Signature Editions (eBOUND) |
| Silver Lake Publishing |
| Simon Verlag fur Bibliothekswissen |
| Simply Magazine Inc. |
| Sirius Productions |
| SitePoint Pty. Ltd. (O'Reilly) |
| Skirt (R&L) |
| SLACK Incorporated |
| Sleeping Bear Press |
| Smart Publications |
| Smithers Rapra Technology Ltd |
| Smyth & Helwys Publishing, Inc. |
| Societa Editrice Fiorentina |
| Society for Mining Metallurgy & Exploration |
| Society of Biblical Literature |
| Society of Photo-Optical Instrumentation Engineers (SPIE) |
| Sogensha |
| Sonia & Marco Nadler Institute of Archaeology of Tel Aviv University |
| Sound And Vision |
| Sound Wisdom |
| Source Books Inc. (NBN) |
| Sourcebooks, Inc. |
| Southern Illinois University Press |
| Sparkhouse Family (NBN) |
| Sparrowhawk Press (NBN) |
| Speakers Publishing (NBN) |
| Spinney Press |
| Sports Illustrated |
| Springer Japan |
| Springer Publishing Company, Inc. |
| Springer Science & Business Media |
| Springer Science & Business Media B. V. (BSL) |
| Stackpole / Headwater (NBN) |

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| Stackpole Books (NBN) |
| Stackpole Books (R&L) |
| Stanford University Press |
| Stanley Editorial |
| Start2Finish Books |
| State University of New York Press |
| Stein & Day (R&L) |
| SteinerBooks |
| Stenhouse Publishers |
| Stephen Page |
| Steven H. Wilson dba Firebringer Press |
| STM Learning, Inc. |
| Stone Age Press |
| Stonehouse Press |
| Storey Publishing |
| Strategic Media Books |
| Stryker Post |
| Stylus Publishing |
| Sufi Ruhaniat International |
| Suiyosha Publishing Inc. |
| Sukuma Books |
| Summit Group |
| Summit University Press Español (NBN) |
| Sunny Schlenger |
| Super Star Press |
| Synapse Information Resources, Inc. |
| SynergEbooks |
| Syracuse University Press |
| T&P Books HK Limited |
| TAISHUKAN Publishing Co., Ltd |
| Tamagawa University Press |
| TannerRitchie Publishing |
| Tantor Media (eBook) |
| Taunton Trade Co. |
| Taylor & Francis (CAM) |
| Taylor & Francis Ltd |
| Taylor Trade Publishing |
| Teacher Created Materials |
| Teachers College Press |
| Techne Press |
| Technics Publications |
| Technology Perspectives |
| Teknologiainfo Teknova Oy |
| Temple University Press |
| Templeton Press |
| Ten Speed Press |

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| Teneo Press |
| TenStep, Inc. |
| TERI Press |
| Texas A&M University Press |
| Texas Christian University Press |
| Texas Tech University Press |
| TFM Publishing Ltd |
| Theytus Books Limited |
| Thieme Medical Publishing Inc. |
| Thin Book Publishing |
| THiNKaha |
| Third Bridge |
| Thomas B. Dowd Professional Development & Coaching |
| Thorogood Publishing Ltd. |
| TidBITS Publishing Inc |
| Tiger of the Stripe |
| Tilde University Press |
| TILIS Publishing |
| Timber Press |
| Tokyo Denki University |
| Tokyodoshuppan Co.Ltd. |
| Tools of Change |
| Total Health Publications |
| TotalRecall Publications, Inc. |
| Touchwood Editions |
| TOYO KEIZAI INC. |
| Trajectory, Inc. |
| Trans Tech Publications, Ltd |
| Transcript Verlag |
| Transit Lounge Publishing |
| Transview Co., Ltd. |
| Traumatology Institute |
| Truman State University |
| Tsukiji Shokan |
| Tughra Books (NBN) |
| Tuhi Tuhi Communications |
| Turner Publishing (Wiley) |
| Twodot (R&L) |
| Tyndale House (eBook) |
| U.Porto Editorial |
| UCT Press (EB) |
| UNAIDS |
| United Church of Christ in Japan, Board of Publications |
| United Kingdom Literacy Association |
| United Methodist Publishing House |
| United Nations Publications |

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| United Nations University |
| Universidad del Norte, Ediciones Uninorte |
| Universiti Sains Malaysia Press |
| University Book for Publishing |
| University Education Press |
| University of Alabama Press |
| University of Alaska Press |
| University of Alberta Press (eBOUND) |
| University of British Columbia Press |
| University of Calgary Press |
| University of California Press |
| University of Chester |
| University of Chicago Press |
| University of Delaware Press |
| University of Georgia Press |
| University of Hawaii Press |
| University of Human Arts & Sciences |
| University of Illinois Press |
| University of Manitoba Press |
| University of Massachusetts Press |
| University of Minnesota Press |
| University of Missouri Press |
| University of Nebraska Press |
| University of New Mexico Press |
| University of New South Wales Press |
| University of North Carolina Press |
| University of North Texas Press |
| University of Oklahoma Press |
| University of Ottawa Press |
| University of Pittsburgh Press |
| University of Regina Press (eBOUND) |
| University of South Carolina Press |
| University of Tennessee Press |
| University of Texas Press |
| University of the West Indies Press |
| University of Tokyo Press |
| University of Toronto Press |
| University of Utah Press |
| University of Victoria |
| University of Virginia Press |
| University of Washington Press |
| University of Wisconsin Press |
| University Press Copublishing Division (R&L) |
| University Press of America |
| University Press of Florida |
| University Press of Kentucky |

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| University Press of Mississippi |
| University Press of New England |
| University Press of North Georgia |
| University Publishing Association (R&L) |
| Universum USA |
| Univerzita Karlova v Praze, Filozoficka fakulta |
| Untreed Reads |
| Urim Publications |
| Van Schaik Publishers |
| Vandenhoeck & Ruprecht |
| Vanderbilt University Press |
| Vearsa |
| Vector Core, Inc. |
| Velásquez Press |
| Verlag C.H. Beck |
| Verlag der TU Graz |
| Verlag Herder GmbH |
| Verlag Traugott Bautz GmbH |
| Vernon Art & Science, Inc. |
| Vervuert Verlagsgesellschaft |
| Vestal Press |
| Viceroy Press |
| VIDAL Vademecum |
| VIJ Books India Private Limited |
| Visibooks |
| Vittorio Klostermann GmbH |
| W E Upjohn Institute |
| W.A.W. Publishing and Media Group |
| Wageningen Academic Publishers |
| Wakefield Press |
| Walking Development Group |
| Waseda University Press |
| Waterside Press |
| Watsonia Publishing |
| Waxmann Verlag GmbH |
| Wayland Books |
| Wayne State University Press |
| We Do Listen |
| Webmedia Services P, Inc. |
| Wesleyan University Press |
| West Point Association of Graduates |
| West Virginia University Press |
| Westar Institute |
| WestED |
| Westminster John Knox Press |
| WetFeet, Inc |

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| Whittles Publishing |
| WHO |
| WHO Regional Office for Europe |
| Wiley Blackwell Higher Education |
| Wilfrid Laurier University Press |
| Wind Song, LLC (NBN) |
| Windsor Books (NBN) |
| Winning Attitude Publishing |
| Wipf & Stock Publishers |
| Wisconsin Historical Society |
| Wisdom Publications |
| WIT Press |
| Wm. B. Eerdmans Publishing, Co. |
| Work-Loss Data Institute, LLC |
| Workman Publishing Company Inc. |
| World Bank Publications |
| World Book, Inc. |
| World of Information |
| World Scientific Publishing Company |
| World Tree Press |
| World Wisdom |
| Worldatwork |
| Write It Well |
| XAM Online |
| XML Press (O'Reilly) |
| XPat Scriptum Publishers (NBN) |
| Yagi Book Store Co., Ltd. |
| Yahoo Press |
| Yale University Press |
| Yamakawa Shuppansha Ltd |
| YinSights |
| YMAA Publication Center |
| Yokendo Co., Ltd. |
| Yokohama Gojuuban Kan Co., Ltd. |
| Yoshikawa Kobunkan |
| YS Books International (NBN) |
| Yuhikaku |
| Yumani Shobou |
| Yuzankaku, Inc. |
| Zapadoceska univerzita v Plzni (Westbohemian University in Pilsen) |
| Zeilenwert GmbH |
| Zeimukeiri Kyokai Co., LTD |

APPENDIX 2 – EXCEPTIONS TO TERMS

EBSCO accepts MALiA's terms and conditions with the following noted exceptions from Parts VI and VII, pages 6-17, and from the Commonwealth of Virginia *Vendors Manual*. Please contact your site's dedicated Sales representative with any questions, concerns or conditions of acceptance.

Additionally, please note that EBSCO has included a copy of its own license agreement for MALiA's consideration, attached within this tab as **Appendix 3**. EBSCO would request that this license be signed and incorporated into any agreement resulting from this solicitation.

Part VI – General Terms and Conditions

- Clause J, Payment – Part 1(e), Unreasonable Charges: Cost for EBSCO's products and services is determined up front. As such, this clause would not be applicable to any project or contract resulting from this solicitation. EBSCO requests that it be stricken.
- Clause J, Payment – Part 3: Please note, this clause would not be applicable to any resulting project or contract. EBSCO requests that it be stricken.
- Clause L, Qualifications of Offerors: EBSCO does not anticipate any need for the site to enter EBSCO premises as a result of this solicitation. This clause would not be applicable to any resulting project or contract. EBSCO requests that it be stricken.

Part VII – Special Terms and Conditions

- Clause 4, Cancellation of Contract: Please note, EBSCO does not typically agree to at-will termination. EBSCO would prefer not to agree and requests that this be stricken.
- Clause 5, Special Educational or Promotional Discounts: EBSCO would prefer not to agree and requests that this be stricken.
- Clause 7, Small Business Subcontracting and Evidence of Compliance, Part B: Please note, EBSCO does not utilize subcontractors. As such, this clause would not be applicable to any project or contract resulting from this solicitation. EBSCO requests that it be stricken.

Commonwealth of Virginia *Vendors Manual* (as referenced in Clause A of the General Terms and Conditions, page 6)

- Clause 7.18, Termination for Convenience of the Commonwealth: Please note, EBSCO does not typically agree to termination for convenience. EBSCO would prefer not to agree and requests that this be stricken.

APPENDIX 3 – 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:

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

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).

1. All purchases of Subscriptions are final.
2. 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.
3. 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 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.

2. 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.