

**LIBRARY OF VIRGINIA, ON BEHALF OF
MID-ATLANTIC LIBRARY ALLIANCE, INC. (MALIA)**

Contract Renewal

Date: March 1, 2019

Contract: 11-71500-01

Renewal Number: 1

Issued By: Library of Virginia, on behalf of
Mid-Atlantic Library Alliance, Inc. (MALIA)
University of Virginia's College at Wise
One College Avenue
Wise, VA 24293

Contractor: EBSCO Information Services
P. O. Box 2543
Birmingham, AL 35202-2543

This renewal Agreement is entered into pursuant to the basic Contract with the following changes:

PERIOD OF AGREEMENT: From July 1, 2019 through June 30, 2020 with one remaining annual renewal.

STATUS OF PERSONNEL: Carolea Newsome, has been designated as the Contract administrator.

Except for the changes provided herein, all other terms and conditions of the basic Contract remain unchanged and in full force and effect.

Contractor



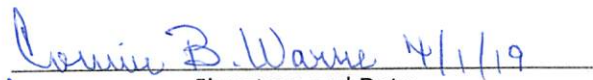
3/18/19

Signature and Date

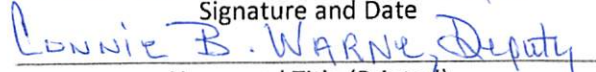
Ree Sherer SVP EIS Operations and Finance

Name and Title (Printed)

Purchasing Agency



Signature and Date



Name and Title (Printed)

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: 11-71500-01

This contract entered into the 1st day of July, 2016, 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, 2016 through June 2019 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 #11-71500-01 dated April 26, 2016:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions
- (3) The Contractor's Proposal dated May 18, 2016, 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: [Signature]

PURCHASING AGENCY:

By: [Signature]

Title: Executive Vice President and General Manager

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.

EBSCO Information Services

Library of Virginia

Request for Proposal
Library Serials/Subscriptions

May 31, 2016

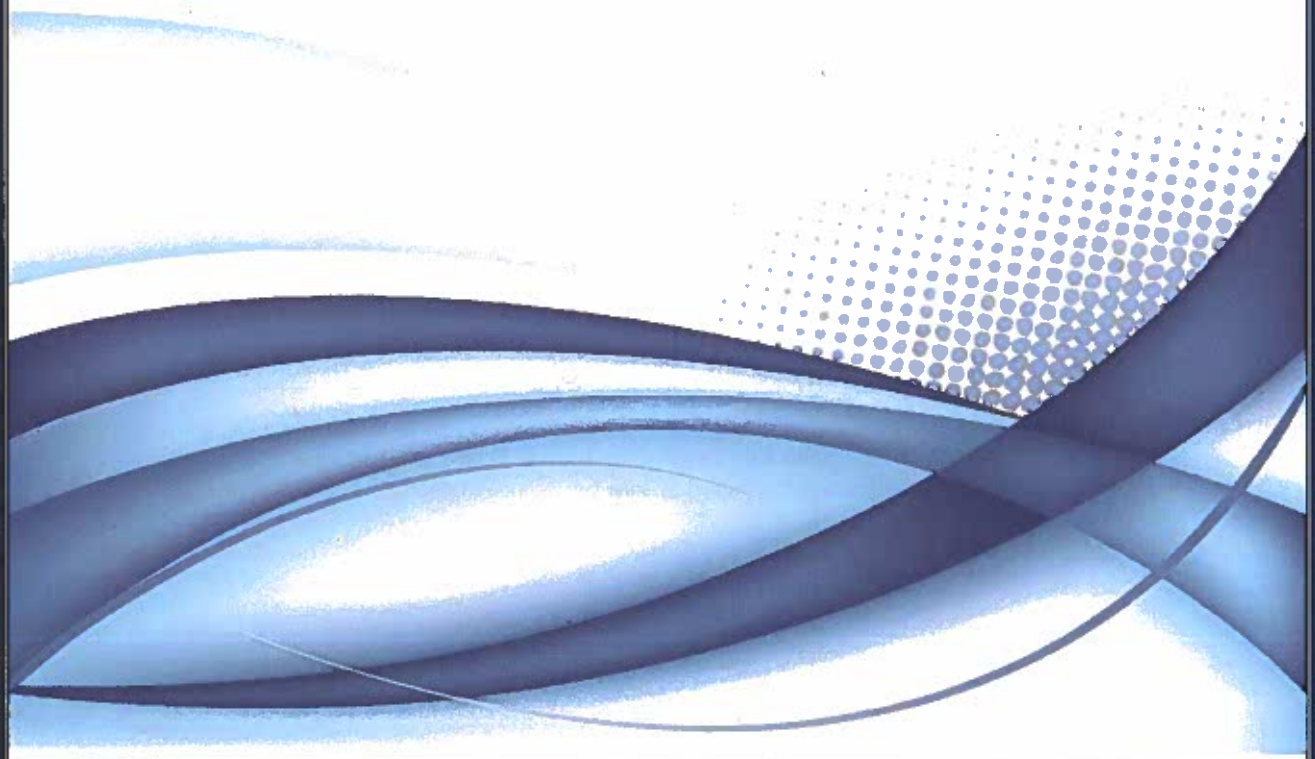


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INFORMATION
SERVICES

May 18, 2016

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

Dear Ms. Newsome:

Thank you for the opportunity to present you with this subscription proposal. EBSCO has been serving the Library of Virginia for more than ten years and we hope to continue providing your subscriptions.

Enclosed is our response to your Request for Proposal. Our financial offer is included as Attachment C: Pricing for Offer Consideration.

As an EBSCO customer, you will also receive benefits such as training, a dedicated Customer Service Representative, an Account Services Manager, financial and collection development reports, *EBSCONET Subscription Management* and more, all at no charge. We hope that you will recognize the unique value that EBSCO is offering your Library including:

- **Our vision.** EBSCO is very proud of its tradition of superior service for print publications. We have the resources necessary to keep pace with the changing demands of the subscription services industry and the technology and vision to deliver the best products and services. As our customer base has transitioned to electronic access of information, EBSCO has developed cutting-edge tools to handle electronic journals and packages, and each member of your EBSCO team is knowledgeable about all aspects of electronic resources, including licensing questions and access issues.
- **Our stability and financial strength.** EBSCO is a financially strong and viable company. Privately owned and operated, EBSCO holds a Dun & Bradstreet rating of 5A1, the highest given in the industry. Our financial stability undergirds a commitment to excellence and has allowed us to invest in many unique tools and services that benefit the libraries we serve.
- **Our commitment to service.** Your Library will benefit from a team of experienced and knowledgeable staff including your Customer Service Representative, Tamesha Jones; Account Services Manager, Jamie Gieseck-



www.ebsco.com

PO Box 2543 | Birmingham, AL 35202-2543 | tel. 800.633.4604 | fax: 205.995.1613

Ashworth; Regional Sales Manager, Barbara Donlon; and Vice President of Sales, Mary Sue Hoyle, are your partners. They will handle any issues expeditiously and be proactive in offering training and consultation.

- **Our systems and support.** Our goal is to provide your Library with the best possible subscription management experience, and to help you maximize access to purchased content wherever possible. To this end, we work externally with partners including publishers and library systems vendors to simplify and automate data exchange. We also work internally to integrate your subscription data within EBSCO's access and management tools, providing automatic population of subscription data into our Knowledge Base which supports these tools, as well as solutions such as *SmartLinks+* from citations in EBSCO*host* databases to subscription content purchased through EBSCO, automating access for your end users.

We appreciate your review of our subscription proposal.

Best Regards,



Ree Sherer
Executive Vice President and General Manager
EBSCO Information Services



www.ebsco.com

PO Box 2543 Birmingham, AL 35202-2543 tel 800 633 4604 fax 205 995 1613

REQUEST FOR PROPOSAL

Issue Date: April 26, 2016

RFP # 11-71500-01

Title: Library Serials/Subscriptions

Commodity Code: 71500

Issuing Agency: Library of Virginia, on behalf of
Mid-Atlantic Library Alliance, Inc. (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, Inc.
(MALiA)

Initial Period of Contract: From July 1, 2016 through June 30, 2019 with two one-year additional renewal periods.

Sealed Proposals Will Be Received Until 4:00 p.m. (Eastern Standard Time) on Tuesday, May 31, 2016, For Furnishing The Services Described Herein.

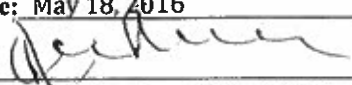
All Inquiries For Information Should Be Directed To: Carolea Newsome, Contract Administrator, 276/328-0152 (V), 276/328-0105 (F), or maliaincontract@ehc.edu.

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

In compliance with this proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the library materials in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

EBSCO Information Services, PO Box 2543 Birmingham, AL 35202-2543
Date: May 18, 2016


By: Ree Sherer, Executive VP & GM
(Signature in Ink)

Name: _____

_____ Zip _____
Title _____

FEI/FIN No. 63-6014186 _____

Phone: 800-633-4604 _____

E-mail: ebsonorthamerica@ebSCO.com _____

FAX: 205-995-1613 _____

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

III. Statement of Need

The contractor must be able to provide services necessary to fill orders for library serials/subscriptions placed by any MALiA member library on a consistent basis during the term of the contract.

EBSCO is the leading service provider for e-journal, e-package and print subscriptions. We also offer a suite of e-resource management tools, full-text and secondary databases, and the world's leading discovery service—offerings that are in use at libraries and research institutions around the globe.

As a subscription agent, EBSCO places orders and makes payments to publishers on your behalf in advance of invoicing you. We provide invoices for all subscriptions ordered; invoices are available in multiple formats in order to meet the needs of your institution. There are more than 250 special reports available at no cost to EBSCO customers. EBSCO supports a variety of claiming methods for lost, damaged or missing issues and will handle replacement requests accordingly. We supply credits and refunds as allowed by the publisher. We are also able to accommodate special invoicing requirements and will prorate the subscription terms to reach a common expiration date when allowed by the publishers.

EBSCO also works with all major publishers to streamline the process of acquiring and renewing e-journal packages. We will contact the publisher on your behalf to obtain the renewal, as necessary, and work to ensure that each quote or invoice is correct prior to producing your final invoice.

Library serials/subscriptions are defined for the purpose of this RFP as:

Serials are defined the purpose of this RFP as stated in the 1983 edition of the *Glossary of Library and Information Science* edited by Heartsil Young:

"A publication in any medium issued in successive parts bearing numerical or chronological designations and intended to be continued indefinitely. Serials include periodicals; newspapers; annuals (reports, yearbooks, etc.); the journals, proceedings, transactions etc. of societies; and numbered monographic series. (AACR2)."

EBSCO acknowledges.

A number of MALiA member libraries have varying subscription dates. Consideration must be given to pick up subscriptions at varied times during the contract. Consideration must also be given to provide common expiration dates when requested.

EBSCO agrees to accommodate varying subscription dates for MALiA members and will establish common expiration dates, when possible.

Participating MALiA member libraries that become dissatisfied with the service received during the course of this contract may withdraw at any time with no penalty.

The Library can cancel with thirty (30) days prior written notice; however, because EBSCO prepays publishers the Library is responsible for any subscriptions where we have already paid the publishers.

The vendor must be capable of supplying serials subscriptions from various types of publishers and must be able to provide geographical coverage for serials published worldwide.

EBSCO provides subscriptions from more than 95,000 publishers across most countries and languages. EBSCO offers the entire subscription catalog from most every publisher with whom we work, covering all available formats, with few if any exceptions. Because EBSCO works with a vast number of diverse publishers, subscriptions offered cover most any subject for which a published work is available. If an institution wishes to subscribe to a title that is not currently included in our title database, staff in our title information group will research and add that title to the database so that it is available for purchase.

For coverage of titles published outside of North America, EBSCO leverages experts in our 23 international offices who can contact local publishers, communicate with them in their local language, and obtain the necessary ordering information for nearly any publication.

The vendor must provide continuous, uninterrupted service of serials subscriptions currently being received by MALiA member libraries.

EBSCO agrees to provide continuous, uninterrupted service of serials subscriptions currently being received by MALiA member libraries.

RFP

REQUEST FOR PROPOSAL

Title: Subscription Services for Serials

Mid-Atlantic Library Alliance, Inc. (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 subscription services for serials, 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 72 Months 0

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 and telephone number.

ORGANIZATION	ADDRESS	CONTACT	TELEPHONE
2.1. <u>Chesterfield County Public Library</u>	<u>/PO Box 297 Chesterfield, VA</u>		
	<u>Patricia Doyle</u>	<u>/804-748-1982</u>	
2.2. <u>Lord Fairfax Community College</u>	<u>/173 Skirmisher Ln. Middletown, VA 22645</u>		
	<u>Sarah Murphy</u>	<u>/540-868-7155</u>	
2.3. <u>Loudoun County Public Schools</u>	<u>/2100 Education CT, Suite 313 Ashburn, VA 20148</u>		
	<u>Sapna Venkatachalam</u>	<u>/ 540-338-6713</u>	

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 Information Services

Address: 110 Olmstead St., Suite 110 Birmingham, AL 35242

Address: PO Box 2543 City: Birmingham State: AL Zip: 35210-2543

3.2. Person to contact re proposal:

Name: Kayla Stinnett

Telephone: 205-981-4684 Fax: 205-995-1613 E-Mail: kstinnett@ebSCO.com

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

Name: Amber Nivens

Address: PO Box 2543 City: Birmingham State: AL Zip: 35210-2543

Telephone: 205-408-3704 Fax: 205-995-1613 E-Mail: anivens@ebSCO.com

4. Customer Service:

4.1. Contractor must have a sales representative for Virginia.

Name: Barbara Donlon

Address: PO Box 2543 City: Birmingham State: AL Zip: 35202-2543

Telephone: 800-653-2726 x2792 Fax: 205-995-1613 E-Mail: bdonlon@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: Tamesha Jones

Telephone: 877-549-6811 Fax: 205-995-1613 E-Mail: tjones1@ebsco.com

Web address: www.ebsco.com

RFP

REQUEST FOR PROPOSAL

Title: Subscription Services for Serials

Mid-Atlantic Library Alliance, Inc. (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.

I. BUSINESS ENVIRONMENT

1. 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 providing library serials/subscriptions services.

As a subscription agent, EBSCO places orders and makes payments to publishers on your behalf in advance of invoicing you. EBSCO now serves more than 40,500 libraries worldwide, with more than 12,000 of those being public and academic libraries. We provide invoices for all subscriptions ordered; invoices are available in multiple formats in order to meet the needs of your institution. There are more than 250 special reports available at no cost to EBSCO customers. EBSCO supports a variety of claiming methods for lost, damaged or missing issues and will handle replacement requests accordingly. We supply credits and refunds as allowed by the publisher. We are also able to accommodate special invoicing requirements and will prorate the subscription terms to reach a common expiration date when allowed by the publishers.

2. Describe your company's financial stability with regard to your ability to provide required services to MALiA members.

EBSCO is a financially sound company; our 5A1 financial strength rating from Dun & Bradstreet, the highest awarded, demonstrates our financial strength and stability. We are number 180 on the Forbes list of largest privately owned companies — we have appeared on this list for more than 15 years, consistently ranking in the top 200.

A financial stability package has been included as Addendum A. This package includes letters from independent auditors for the previous two years. If you require additional financial information, we are happy to provide it in conjunction with the execution of a non-disclosure or similar agreement to ensure our financial information remains confidential.

3. Describe the available equipment, and other resources you have available that will ensure the delivery of acceptable services to MALiA.

EBSCO's Service Center in Birmingham, Alabama, houses our Customer Service, Order Processing and Accounts Receivable teams. These teams provide service for subscription customers in the US and Canada, and specific team members will be assigned to handle each MALiA account. EBSCO's headquarters, also located in Birmingham, is home to corporate operational teams who liaise with publishers as well as to technical teams who oversee and contribute to the development of our online systems and services. Our Service Center teams and operational teams work closely together to ensure superior service for EBSCO customers.

4. Explain how your company is a prime serials vendor dealing directly with serial publishers.

EBSCO works closely with publishers and third-party vendors to maintain relationships that are beneficial for both EBSCO and the publisher or third party, as well as for our mutual customers. Because of this, EBSCO has a direct working relationship with over 95,000 publishers worldwide. EBSCO's Publisher Operation's Department serves as a central point of contact for these publishers. The Publisher Operations Department is responsible for processing payments for invoices for all types of publications and electronic packages, expediting new online orders, securing registration numbers from publishers and much more.

5. The contractor must handle all communication and correspondence with publishers in regard to orders, duplications, cancellations, claims, address changes, adjustments, and other service communications.

EBSCO agrees to handle all communication and correspondence with publishers in regard to orders, duplications, cancellations, claims, address changes, adjustments and other service communications.

II. SCOPE & SUITABILITY

1. Approximate number of serial publishers you can supply:

EBSCO currently works with over 95,000 publishers worldwide.

2. Approximate number of serial titles you currently supply:

EBSCO's title database currently contains more than 360,000 titles; of those more than 68,000 are online.

3. The contractor must place all orders directly with publishers and not through other vendors, jobbers, or fulfillment houses.

EBSCO clears orders directly with publishers or their authorized fulfillments to ensure timely order processing and delivery.

4. The contractor must enter orders and make payments, as instructed with publishers throughout the world for serial literature available through agencies on subscription terms and standing order arrangements, except as modified by publisher policies, non-availability, or other uncontrollable restrictions, and to report on such modifications.

EBSCO agrees to enter orders and make payments according to publishers' terms, except as modified by publisher policies, non-availability or other uncontrollable restrictions and to report such modifications to the Library.

5. The contractor must accept additional orders throughout the year and automatically merge those titles alphabetically into the following annual renewal invoice so that all titles being handled by the contractor will be listed on a single, updated invoice..

EBSCO accepts and places new orders at any time. New orders are merged automatically into the next year's main invoice so that all titles will be listed in a single updated renewal list. We will also back-date starts during the year to the first issue/volume of the year, subject to publisher acceptance or order partial year subscriptions, as allowed by publishers, in order to accommodate a common expiration date.

6. The contractor must notify member libraries within thirty (30) days if unable to supply a title and must state the reason for non-fulfillment. Member libraries reserve the right to obtain these and any other subscriptions that cannot be provided in a timely manner by the contractor from any other source.

If the Library places a mid-year order for a title EBSCO is unable to supply, the customer will be notified by the Customer Service Representative within 48 hours. If a title's status changes during the term of the subscription so that it can no longer be ordered by EBSCO, the Library may be notified in multiple ways; in every case the notice should happen within thirty (30) days of EBSCO learning of the status change. The renewal list will indicate titles that are no longer orderable via EBSCO and state the reason; the invoice will also indicate titles no longer orderable. The Customized Bulletin of Serials Changes provides a monthly report of title changes, including titles that are discontinued, delayed or non-orderable. Libraries can order titles from any source at any time.

If EBSCO has already placed an order for a title at the Library's request, Libraries will be responsible for payment of the invoice.

7. The contractor must accept orders for and supply back issues of serials published during past year.

For online subscriptions, many publishers include some backfile with current orders. Details on available backfile for online titles, including archive content available for purchase separately, are provided on *EBSCONET*. For print subscriptions, EBSCO is able to handle back issue orders. To locate the back issues you request, we first go to the publisher to see if the back issues are available. If not, we then try to obtain the back issues through a third-party source. We will advise you of any costs before ordering on your behalf.

8. The contractor must process and confirm new orders within ten (10) working days after receipt of orders from member libraries.

When EBSCO receives your order, order instructions and payments are sent to the publisher within five (5) to seven (7) business days. Orders are sent according to proprietary arrangements with each publisher, which optimizes their ability to fulfill orders quickly. Order fulfillment frequency varies by publisher and the time of year, but orders for online content are sent to publishers daily when possible. Your Customer Service Representative will make every effort to expedite a subscription order when notified that immediate access is required.

We send you an invoice as soon as your order is placed. This invoice confirms your order is being sent to the publisher and that we have met all the publisher's payment criteria.

9. The contractor must respond to inquiries from member libraries within three (3) working hours.

In most cases the Library's Customer Service Representative will respond to inquiries within one (1) business day.

10. The contractor must provide at no charge to member libraries priority handling and delivery of "rush orders" within fifteen (15) days.

EBSCO will place and pay for rush orders, upon request, within two hours of receipt. We respect that some orders must be handled this way and do not charge an extra fee. In order to expedite the process, when rush orders are made, payment is made by credit card.

Rush orders can be made at any time during the year or at year-end to accommodate the library in dealing with your year-end monies and can provide invoicing to your specifications.

EBSCO will request priority delivery of rush orders but cannot guarantee their timely arrival.

11. The contractor must accept library supplied identification numbers (such as OCLC numbers) or other data and request that publishers include such numbers or data as part of the address label for each subscription.

EBSCO stores library-supplied identification numbers including ILS, Fund Code and other data. We can request that publishers include certain data on the address labels but we cannot guarantee it.

12. The contractor must assure continued receipt and renewal of subscriptions.

Subscriptions are renewed on a timely basis to ensure that the Library's electronic content access and print delivery do not lapse. However, if the Library is missing an issue or a publication is damaged beyond use a claim can be submitted via the "My Claims" section of *EBSCONET* or your Customer Service Representative.

13. The contractor must establish a common expiration date for all subscriptions as instructed. When this is not possible due to publisher restrictions, an advanced expiration will be established to prevent expiration before next annual renewal.

EBSCO agrees to establish a common expiration for all subscriptions, whenever possible. When this is not possible, EBSCO agrees to establish an advanced expiration to prevent expiration before the next annual renewal.

14. The contractor must offer selective options of one-, two-, three-year ordering plans. Also, offer three-year plans permitting one-third of all titles with discounted and non-discounted rates to be renewed each year.

EBSCO will offer selective options for one, two and three year ordering plans when permitted by publishers. EBSCO can also provide three-year ordering plans with one-third of titles where publishers accept longer terms (discounted or non-discounted) to be entered each year.

15. The contractor must accept subscription orders on the following basis: (1) "till forbid"; (2) multiple year plans; and (3) renewal authorization required.

Yes_ ☒ _ No___

16. The contractor must release orders and payments to publishers at least forty-five (45) days before the order standing date for new subscriptions or before the expiration date of renewal subscriptions.

Upon timely receipt of renewals or of new orders from the Libraries, EBSCO will submit orders and payments to publishers at least 45 days prior to subscription start or expire.

17. The contractor must not make any substitutions or additions of titles without the advance written approval of member libraries on a title-by-title, library-by-library basis.

EBSCO agrees to make no substitutions or additions of titles without the advance written approval of member libraries on a title-by-title, library-by-library basis.

18. The contractor shall describe the types and formats of reports that can be generated, schedule for supplying routine reports, list any costs, and **include sample copies.**

Twenty-six management reports are available at no charge via EBSCONET. Of those 16 are online and generate in real-time; the remaining 10 are on a request/retrieve, 24-hour turnaround basis (generate overnight). You can customize online reports to include specific data elements and export them easily in Excel, HTML, comma-delimited, tab-delimited and XML formats. Additional reports are available upon request through your Customer Service Representative. Simply let her know what data you are interested in and she will request a special report to accommodate your needs.

A sampling of reports has been included as Addendum B.

19. The contractor must maintain full and complete records of all financial transactions processed and, upon request, supply records to the member library.

EBSCO maintains financial records for five years and upon request will supply these records to the Library.

20. The contractor must submit an annual report of total usage in US dollars of this agreement to the MALiA Contracts Administrator. This report must be submitted at end of each fiscal year without further request from Contracts Administrator.

EBSCO agrees to submit an annual report of total usage in US dollars of this agreement to the MALiA Contracts Administrator. EBSCO will submit this report at the end of each fiscal year without further request from the Contracts Administrator.

III. Performance/ Discount

1. The contractor must provide member libraries, at no charge, a copy(s) of the current title listing that shows titles available, prices, volume numbering, frequency, and other pertinent information.

***EBSCONET* lists all titles ordered for the current calendar year as well as for the previous four years; order details provide the price paid as well as any adjustments; frequency, quality, invoice number, ILS and fund code are readily available. The *Summary of Publications Report* also provides a record of current subscriptions.**

2. The contractor must use the list of titles from the member libraries that appear at the end of this RFP in the Appendix B, "MALiA Serials Lists for Performance Capability" to indicate the number of titles that can be supplied from those submitted, the percentage fill rate, the total cost before discount, the total cost after discount, and the % of discount or service charge (discount to be indicated by – and service charge to be indicated by +).

	Academic	Public	School	Special
# of titles listed	502	350		
# of titles that can be supplied	430	274		
% fill rate	86%	78%		
Total cost before discount	\$139,766.84	\$16,736.23		
Total cost after discount				
% discount (-) OR Service Charge (+)				
Discount 0%	\$139,766.84		-8%	\$15,397.33
S/C +6%	\$148,152.85		+2%	\$17,070.95

3. The contractor must provide an itemized invoice, billing each title at the current published price in effect at the time of the invoice processing.

EBSCO agrees to provide an itemized invoice and to bill each title at the current published price in effect for the start date of the order. Invoices are available in both print and online format; PDF or Excel formats of current and prior invoices are instantly available via *EBSCONET*.

4. The contractor must accept credit card payment (American Express, VISA, MasterCard) without imposing an extra charge.

Profit margins for subscription agents are very thin; to ensure the best pricing for each institution, we cannot accept credit card payment at the same terms as ACH or check. Therefore payment via a purchasing card or credit card may affect your service charge or discount.

EBSCO prefers payment by ACH or check.

5. The contractor must prepay all publishers with each order, except for bill-later, continuation or bill-as-published titles.

EBSCO pays publishers at the time orders are processed.

6. The contractor must deliver invoices to the address as supplied by member libraries.

EBSCO agrees to deliver invoices to the address as supplied by member libraries.

7. The contractor must automatically order an invoice for any unscheduled, additional, or supplemental volumes that are a numbered part of the current year subscription.

EBSCO agrees to automatically order and invoice for any unscheduled, additional or supplemental volumes that are a numbered part of the current year subscription.

8. The contractor must process interim orders upon receipt and send interim invoices for all such orders.

EBSCO agrees to process interim orders upon receipt and send interim invoices for all such orders.

9. The contractor must provide claim service for missing issues free of charge or secure an extension of the subscription. Claims may be submitted by mail, telephone, fax, or electronically.

As a part of EBSCO's subscription services, claiming is handled on behalf of the library; if missing issues cannot be replaced, EBSCO will request an extension or a refund. Claims can be submitted via mail, phone, fax, email to your Customer Service Representative or online via *EBSCONET*.

10. The contractor must handle all claims with the publisher for materials provided through the contractor. A monthly summary of claims and their status must be provided to member libraries. On claims for missing issues, the vendor must secure replacement copies free of charge. Securing an extension of the subscription will be accepted only if a replacement copy cannot be secured or at the request of a member library.

The standard *EBSCO Monthly Claim Checker* or the *EBSCONET Claim Checker* can be used to check the status of all claims.

The *Monthly Claim Checker* lists each title with the claim date as well as any replies from publishers. This report provides a monthly review of active claims, and prompts when follow-up claims are due. The Library can review, evaluate, and indicate how EBSCO should proceed with each claim. *The Monthly Claim Checker* can be reviewed and downloaded in PDF through *EBSCONET* or provided by email.

With the *EBSCONET Claim Checker*, claims can be reviewed and worked entirely online. This online tool lists each title with the claim date and any replies from publishers. Claim follow-up is expedited because claims can be adjusted at any time during the month and follow-up claims can be created as needed. The interactive version updates information continuously, not just monthly, to provide the most current status of each claim.

The "My Claims" section of *EBSCONET* provides information on claims placed within the past two years. Claim history is available at the individual order level with *EBSCONET* order history for the past four years plus the current year, and a *Claims Processed Report* is available to download on demand. This report is a summary of claims made during a selected time span. It clearly indicates all types of claims EBSCO makes on behalf of the Library, including claims for missing issues and loss of online access. The total number of claims and titles are reflected as well as the publishers' replies. This report is viewable online and also exportable.

Continuation of Response paragraph III, question 10

EBSCO will work to secure replacements free of charge from publishers. Should the publisher refuse to supply a replacement free of charge or extend a credit, the replacement cost to you will be whatever the publisher charges us. If you are missing an issue of a publication or a publication is damaged beyond use, you can take advantage of the *EBSCO Missing Copy Bank*, a free service for EBSCO customers. The *Missing Copy Bank* is a one-year back file of 48,000 issues from approximately 2,000 serials titles, with more than 150,000 issues distributed to customers annually. You can search for needed issues via *EBSCONET* and order them online or call your Customer Service Representative to order missing issues by phone.

11. The contractor must supply all bibliographic and financial information needed to place a claim for missing issues through the vendor or directly with the publisher.

Bibliographic information required for claiming is available in *EBSCONET*. Proof of payment is available from your Customer Service Representative if needed.

12. The contractor must provide preprinted claim forms and/or electronic claims for use in claiming missing issues.

EBSCO does not provide standard claim forms. Claims can be made online via *EBSCONET* or via email, fax or phone to your Customer Service Representative.

13. The contractor must submit claims to the publisher within five (5) working days of receipt from member libraries.

EBSCO send claims to publishers daily. Urgent claims will be placed with publishers by telephone, e-mail or fax, as allowed.

14. The contractor must attempt to obtain refunds or substitute material from publishers for any non-expired portions of orders for discontinued publications.

If a title is ceased mid-term, EBSCO will, whenever possible, try to obtain a full or partial refund. This refund could take the form of a pro rata refund for the issues not received, receipt of another title in its place, etc.

15. The contractor must request publishers to send replacement copies for serials found to be defective, mutilated, damaged, or lost in shipment, provided the loss is reported within the publishers' announced time frame.

EBSCO will work to secure replacements, free of charge, from publishers for issues found to be defective, mutilated, damaged or lost. If a publisher refuses to supply a replacement free of charge or a credit, then the cost to the Library will be whatever the publisher charges EBSCO to obtain the replacement issue. If you are missing an issue of a publication or a publication is damaged beyond use, you can take advantage of the *EBSCO Missing Copy Bank*, a free service for EBSCO customers.

16. The contractor must accept cancellations, as instructed during the term of an order (within publisher policies); process written cancellation notices to publishers with acknowledgement of action taken by you; request a refund for all timely cancellations of any un-expired portions of orders and process refunds or credits for the full amounts refunded by the publishers; automatically delete cancelled titles from the following main renewal invoice list.

EBSCO can accept cancellations at any time during the subscriptions, except where prevented by publisher policy. If an order is canceled, we will credit your account an amount equal to what we are refunded by the publisher, less a processing fee of fifteen dollars (USD \$15.00) per title. This processing fee only applies if you elect to cancel the title before the term ends, not if the publisher ceases publication of a title or if you choose to cancel at the time of renewal.

In some cases, publishers will offer credits or other provisions in place of a refund. It is typical for publishers to not offer refunds on subscription terms with less than six months remaining.

Cancellations will be processed and acknowledged within two (2) business days. The Library will be notified promptly if cancellation is restricted by publisher policy.

16. The contractor must supply, if requested, sample issues, at no charge to requesting member libraries.

EBSCO will provide sample copies at no cost, as allowed by publishers. If the publisher charges a fee for a sample copy, we will inform you of the cost and obtain your approval prior to purchasing the sample copy.

17. The contractor must clearly define any service charge as a total dollar amount at the end of each invoice and provide a detailed explanation of how the service charge is calculated.

Service charges can be listed on the item level or at the end of each invoice, whichever best suites the Library's needs.

18. The contractor must not charge member libraries any delivery charges.

EBSCO agrees.

19. The contractor must assign a separate account number for each "ship to" address.

EBSCO agrees.

20. The contractor shall specify other services provided:

Usage Consolidation, EBSCOhost Research Databases, EBSCO Discovery Service, Full Text Finder and more.

For more information on EBSCO's products and services, please visit www.ebsco.com.

21. The contractor shall specify any service requirements not met if not covered under the sections above and briefly list any specifications in this document that our company will be unable to meet and how you propose to meet service needs in an alternative fashion, give the alternative.

REQUEST FOR PROPOSAL

Title: Subscription Services for Serials

Mid-Atlantic Library Alliance, Inc. (MALiA)

ATTACHMENT C

PRICING FOR OFFER CONSIDERATION

Discounts and Service Charges

Offerors shall return a completed copy of this attachment with their proposals. Specify pricing by type of library (academic, public, school, or special.)

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

The offeror agrees to provide serial subscriptions in compliance with the specifications and the terms and conditions of the Request for Proposals at the discount quoted below:

I. 1. _____ Discount from Publisher's List Price

The offeror may quote discount rates by type of library if these vary:

Retail - 6.0% Service Charge Discount for Academic Libraries

8.0% Discount - 2.0% Service Charge Discount for Public Libraries

2.0% - 16.0% Discount for School Libraries

2.0% Discount - 6.0% Service Charge Discount for Special Libraries

The discount percentage quoted must be off the current price list furnished by publishers and/or as determined from standard sources.

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

Incentives

Usage Consolidation

Should EBSCO be chosen as the Library's subscription agent, we would like to offer a 20% discount off of the current retail price of *Usage Consolidation* for the life of the contract plus the current platform fee at the time for five platforms of the Library's choice.

Plus, with *EBSCO's Usage Loading Service*, EBSCO's highly skilled team will load usage on your behalf. We have included some general information about *EBSCO's Usage Loading Service* as Addendum C.

Flipster Digital Editions

Continuing its tradition of working with libraries to help patrons quickly and conveniently find the content they want, EBSCO offers Flipster, a new way for library patrons to access digital editions of popular magazines, courtesy of their library. Patrons can easily check out and download titles and access them anytime, anywhere on the most popular tablet and mobile devices.

We have provided a sample list of titles available via *Flipster* and some general information has been included as Addendum D. For more information visit: www.flipster.ebsco.com.

We will offer a 50% discount on *Flipster*, provided the Library purchase subscriptions and key databases through EBSCO.

REQUEST FOR PROPOSAL

Title: Subscription Services for Serials

Mid-Atlantic Library Alliance, Inc. (MALiA)

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: _____

Preparer Name: _____ Date: _____

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.

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

Section A

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

Certification number: _____ Certification Date: _____

Not Applicable

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 %)
Totals					

Not Applicable

REQUEST FOR PROPOSAL

Title: Subscription Services for Serials

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:

_____ **-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): ☐

Deviations

VI. GENERAL TERMS AND CONDITIONS

J. PAYMENT:

1. To Prime Contractor:

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

EBSCO's standard payment terms are net due upon receipt of invoice. A finance charge of 1 percent per 30 days will be charged beginning on the 60th day for unpaid balances.

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

Please note that EBSCO is not a representative of the publisher and does not receive, stock or mail the issues. Consequently, EBSCO cannot guarantee ultimate delivery, nor can it assume the subscriber's financial risk in the event of publisher failure or other non-agent responsibilities. However, it is our job to work diligently for the subscriber to secure delivery and replacements for missing issues.

VII. SPECIAL TERMS AND CONDITIONS

E. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

The purchaser may cancel the contract at any time; however, the purchaser will be liable for charges for any subscriptions for which EBSCO has already paid the publisher.

