



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU5843

This contract entered into this 23rd day of September 2020, by ProQuest, LLC hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University 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 services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From January 29, 2021 through January 28, 2024 with two (2) three-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposal LBS-1072 dated January 30, 2020:
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(3) The Contractor's Proposal dated March 2, 2020 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated August 3, 2020.
(b) Appendix A- ProQuest Processing Fees
(c) Appendix B- ProQuest Cataloging Fees
(d) ProQuest License Agreement
(e) Rialto and OASIS Marketplace Terms of Use

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

CONTRACTOR:
By: Christopher Kaul (Signature)
Christopher Kaul (Printed Name)
Title: Sr. Director Bids & Contracts

PURCHASING AGENCY:
By: LeeAnne Beatty Smith (Signature)
LeeAnne Beatty Smith (Printed Name)
Title: Buyer Services, JMU



**RFP # LBS-1072 Monographic Services
Negotiation Summary for ProQuest, LLC**

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1. Parties agree that this Negotiation Summary modifies RFP# LBS-1072 and the Contractor’s initial response to RFP# LBS-1072, and in the event of conflict this negotiation summary shall take precedence.
2. Contract Pricing: Contractor shall extend the following discounts to VASCUPP schools and all Virginia higher education institutions that elect to use this contract cooperatively.
 - A. For each annual period of the contract (January 29-January 28) the discount structure will be determined on an institutional basis using the institutional level contract spend for the previous calendar year (January 1- December 31). Prior to the beginning of each annual period of the contract, Contractor shall provide a report to James Madison University Procurement that provides detail on each institution’s contract spend for the previous calendar year.

PRINT*	Discount off Publisher’s List Price
Annual Expenditures up to \$ 250,000	
Approval Plan US and UK	18%
Firm Orders US and UK (print)	18%
Standing Orders (print)	10%
Annual Expenditures of \$ 250,001-\$750,000	
Approval Plan US and UK	19.5%
Firm Orders US and UK	19.5%
Standing Orders	10%
Annual Expenditures over \$750,000	
Approval Plan US and UK	22.5%
Firm Orders US and UK	22.5%
Standing Orders	12%
EBOOK- direct purchases completed on OASIS, LibCentral, or the Rialto platform. Does not apply to Pub Direct or EBSCO on OASIS purchases.	
Expenditures under \$50,000	4.0%
Expenditures between \$50,001-\$150,000	5.0%
Expenditures over \$150,000	6.0%
* Print Discount Exceptions:	
<ul style="list-style-type: none"> • Publisher’s where Contractor receives no discount. These titles shall be invoiced at list price. • Titles found through iFound out-of-print services. These titles will be invoiced at the retail/list price displayed within OASIS. 	

B. OASIS- Access fees shall not apply

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- C. Shipping- shall be FOB Destination:
 - i. Standard weekly shipping shall incur no cost.
 - ii. RUSH orders (*libraries may set up a separate account to manage Rush Orders*):
 - a. In-Stock Rush Orders- no cost
 - b. Not-In-Stock Rush Orders- A \$7.50 service fee per order.
 - D. Demand Driven Acquisition (DDA)/Patron Driven Acquisition (PDA) programs- pricing according to platform.
 - E. Technical Services Pricing- see attached *Appendix A- ProQuest Processing Fees* and *Appendix B- ProQuest Cataloging Fees*
 - F. No other fees shall apply other than those identified.
3. The following changes are mutually agreed to in regards to the terms and conditions of RFP# LBS-1072:
- A. Section VII.A *Purchasing Manual* is hereby replaced with the following:

PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145. Vendor will comply with future revisions required by law and will make commercially reasonable efforts to comply with other revisions. Except for revisions required by law, Vendor inability to comply with future revisions will not be considered a breach of contract.
 - B. Section VII. N *Assignment of Contract* is hereby replaced with the following:

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth except contractor may assign a contract in whole or in part as part of a corporate reorganization, consolidation, merger or sale of substantially all of its assets related to the contract without the Commonwealth's written consent.
 - C. Section VII.O *Changes to the Contract* is hereby replaced with the following:

CHANGES TO THE CONTRACT: Changes to the contract can be made if the parties agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - D. Section VII.P *Default* is hereby deleted in its entirety.

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- E. Section VIII.B *Cancellation of Contract* is hereby replaced with the following:

CANCELLATION OF CONTRACT: James Madison University 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. Any contract termination for convenience by James Madison University on its own behalf or on behalf of an entity ordering under the contract shall not obligate the contractor to refund any pre-paid license fees.

- F. Section VIII.N *Indemnification* is hereby replaced with the following:

INDEMNIFICATION: For products and services provided under license agreement (the “Service”), Contractor shall indemnify and hold Commonwealth harmless from liability for all costs or damages incurred by Commonwealth in any action or threatened action for infringement of an intellectual property right of a third party, relating to or caused by the Service in the form in which it is furnished hereunder, provided that Commonwealth gives Contractor notice of any suit or threatened suit for infringement brought within twenty (20) days of the day of service of the complaint upon Commonwealth or from the receipt by Commonwealth of notice of a threatened suit and further provided that Contractor shall control the defense of any such suit but shall consult with the Commonwealth in good faith about the same. Contractor shall not be liable for damages claimed, awarded or paid in connection with such suits to the extent that (i) any infringement or violation claim is based solely upon the use of the Service in combination with programs, equipment or devices not of Contractor origin, design or selection; or (ii) any infringement or violation claim arises out of use of the Service in a manner contrary to the rights granted in this Agreement, including use contrary to the Copyright Act of 1976, Title 17 U.S.C. or other intellectual property law.

- G. Section VIII.O *Additional Goods and Services* is hereby replaced with the following:

ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement.

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4. Contractor's initial response to RFP # LBS-1072 dated March 2, 2020, shall be edited as follows:
 - A. Section IV.A.2. shall be supplemented with the following:

Approval plan book selection is accomplished through the collaboration of your institution's Selectors with our Collection & Workflow Consultants (CWCs) on your Approval profile. This profile is then compared with metadata contributed by the New Titles Specialists for all forthcoming and currently published titles.

New Titles Specialists further evaluate any special instructions and notes to ensure that only what has been preselected as a book or slip match is sent to the appropriate selector at the correct institution. CWC and New Titles groups offer a diversity of education and experience, with most possessing advanced degrees, as well as extensive experience (at least five years) in library and/or publisher contexts in cataloging, metadata, acquisition, and/or collection management skills.

Success in working with academic libraries in regard to approval plan profiles is defined as follows: Profiles are matching content that the institution finds desirable and in alignment with their collection objectives, and approval plans are operating successfully. Queries regarding missed titles or the matching of unwanted content yield revisions based on finding. In-depth reviews of matched content with the customer are done annually, though discussion of the approval plan(s) can be engaged at any point.

Triggers to ProQuest that a possible modification to the approval plan profile is needed include: a high number of returns or cancelled orders; clear patterns of firm ordering that indicate a potential workflow simplification achieved by adjusting particular parameters to allow approval matches; and development of new, expanded, or discontinued programs at the university.

Requested changes to approval plan profiles, such as existing classifications, fund codes, routing, and selection, can typically be made within 24 hours or less; however more complex changes may require more time. Change requests and feedback can be sent to cwcsupport@proquest.com, or directly to Trevor Wylie at trevor.wylie@proquest.com.

- B. Section IV. B.1.c.iii shall be supplemented with the following:

For our current video streaming integration, Alexander Street, we offer unlimited access for one (1) year, three (3) years, and perpetual. Streaming videos are hosted by the owning platform. Currently all available streaming videos are hosted on the Alexander Street platform; however, in the future we may add additional integrations with streaming video services, which may or may not also host eBooks. Streaming video discounts are typically negotiated with the platform provider, but occasionally we work with providers to offer promotional discounts. The discounts within this contract will not automatically be applied to streaming services.

- C. Section IV.C.1 shall be supplemented with the following:

OASIS can be configured to manage purchasing for multiple departments with a flexible account structure system that allows for multiple sub-accounts and visibility across all sites from a single-user login. All departments under the university would receive the discounts provided in our response.

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D. Section IV.I.1 shall be supplemented with the following:

ProQuest Customer Support

ProQuest shall offer continuous, 24-hour support from 8:00 p.m. Sunday – 6:00 p.m. Friday (ET) and from 10:00 a.m. to 2:00 p.m. Saturday and Sunday (ET) 365 days per year in the following ways:

- i. Online Support at support.proquest.com via a contact form or live chat
- ii. Phone 800-889-3358
- iii. Email tsupport@proquest.com

ProQuest Oasis Support

- i. James McDonald cscacademic@proquest.com

Response Standards

- i. The standard for query responses is an immediate acknowledgement through Client Cloud.
- ii. A response within 24 hours from a customer service representative
- iii. Follow-up within five (5) days and at least every five (5) days thereafter until the issue is resolved.

Customer Escalation Contacts

- i. 1st point- Fiona Rundle, International Customer Services Manager, fiona.rundle@proquest.com
- ii. Elizabeth Hussell, Manager, Service Tech Services Europe, elizabeth.hussell@proquest.com
- iii. Lesley Thomas, Senior Operations Director, lesley.thomas@proquest.com
- iv. Audrey Marcus, Vice President Books Product & Ops, audrey.marcus@proquest.com

5. Invoicing shall include:

- A. Percentage discount for each item
- B. Publisher list price for individual titles
- C. Unit discounted price

6. The Purchasing Agency will make payment within thirty (30) days of the *receipt* of a valid invoice.



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7. Parties agree that Section #7, page 11 of the Contractor's initial proposal will be marked as proprietary and confidential. Contractor rescinds all other statements of confidentiality within its proposal dated March 2, 2020.
8. Contractor agrees that all exceptions taken within their initial response to RFP# LBS-1072 that are not specifically addressed within this negotiation summary are null and void.

Appendix A – ProQuest Processing Fees

ProQuest offers various levels of processing to suit the needs of academic libraries. We typically ask customers to complete our processing profile form to ensure elements are carefully done in accordance with their specifications. More common elements are indicated below; if a library is looking for a service not shown please have them reach out to us:

Element	
Barcode	\$0.25
Barcode Protector	\$0.25
Barcode Scanning	\$0.30
Book Plate (customer supplied; self-adhesive)	\$0.35
Circulation Card	\$0.20
Date Due Slip	\$0.25
Hub Label (per application)	\$0.40
Label (per application; customer supplied)	\$0.25
Mylar Jacket (attached)	\$1.35
Laminated Paperback Covers	\$2.50
Pocket (paper)	\$0.35
Pocket (vinyl)	\$0.50
Pocket Label	\$0.25
Property Stamp (per impression)	\$0.20
Shrink Wrap Removal	\$0.60
Spine Label	\$0.25
Spine Label Protector	\$0.25
Spine/Pocket Label	\$0.50
Spine Tape	\$1.50
Theft (3M or Checkpoint)	\$0.50
Theft (customer supplied)	\$0.30
Three Part Labels	\$0.75
Prebinding Services	
DigiCover	\$7.25
Econobind	\$8.50
Single A Bindings	\$12.00
RFID Tagging	
Customer supplied tag applied only	\$0.30
Customer supplied tag programmed and applied	\$0.50
“Universal” tag applied only	\$0.99
“Universal” tag programmed and applied	\$1.25

Appendix B – ProQuest Cataloging Fees

ProQuest offers various levels of cataloging to suit the needs of academic libraries. We typically ask customers to complete our cataloging profile form to determine what level of service is requested for the specifications requested. Most customers fall into one of these categories:

WorldShare Collection Manager.....\$0.25

ProQuest partners with OCLC to facilitate this service, no spine label creation occurs.

WorldShare Collection Manager with Spine Label.....\$1.00

ProQuest partners with OCLC to facilitate this service, with creation and application of a spine label.

Generic \$2.30

Records are derived from commercially available sources. Records are not modified in any way and are provided only for those items on which we achieve a match on the bibliographic database. Search strategies used include ISBN and Title. This level does not include authorization of name, subject or title headings.

Derived-Minimal Level Upgrade \$4.66

Records are derived from commercially available sources. Records with limited data are upgraded to full RDA or AACR2 cataloging standards and MARC 21 bibliographic format standards to correspond with book in hand. This may include adding full title information, page, and/or publication information to a record that lacks these elements. Includes authorization of headings on series titles only.

Custom \$11.39

Records are derived from commercially available sources and modified to meet the library's specifications. This may include adding necessary local fields and location codes. Only records where derived copy is available are provided. Includes authorization of name, title, subject, and/or series headings.

Original \$21.85

Cataloguers will provide original cataloging on books where derived record are not available from commercially available sources. This is done to individual customer specifications and includes authorization of all name, title, subject, and/or series headings.

There is a wide selection of additional add-on services that can be fulfilled, a selection of these services is below.

Setting OCLC Holdings \$0.65

ProQuest Books sets the customer's holdings in OCLC's WorldCat database.

Summary Notes \$0.65

The subject matter of the book is summarized in a note that is entered into the 520 variable field in the MARC record.

Shelf-listing \$0.65

Classification numbers are assigned and organized in conjunction with the customer's library catalog to ensure a fit in the customer's individual catalog.

License Agreement (“Agreement”) consists of:

ProQuest Customer Order Form
Terms and Conditions 07/17/2017
Addenda (if applicable)

Terms and Conditions

1. **License Grant.** Subject to the terms of this Agreement, ProQuest LLC and its affiliates (“ProQuest”) hereby grant to Customer a non-exclusive, non-transferable license (the “License”) for Customer and its Authorized Users to access and use the products and services listed on Customer’s approved Order Form (the “Service”) solely at Customer’s principal location and those locations identified on the Order Form or a separate schedule (“Additional Sites”). Additional locations may be added as Additional Sites upon written notice to ProQuest and payment of additional fees, if applicable. Access and use of the Service is only for the internal, research purposes of Customer and/or its Authorized Users as further described in Exhibit A (Permitted Uses). Customer does not acquire any intellectual property ownership in the Service or any associated software, systems, documentation, content, other materials and/or improvements made thereto, including improvements based upon customer feedback. All such rights and interests remain in ProQuest and its licensors.
2. **Authorized Users.** Unless otherwise detailed on the Order Form, “Authorized User” means only: (a) For public libraries: library staff, individual residents of Customer’s reasonably defined geographic area served, and walk-in patrons while they are on-site; (b) For schools and other academic institutions: currently enrolled students, faculty, staff, and visiting scholars, as well as walk-in patrons while they are on-site; and (c) For other types of organizations: employees and independent contractors, while performing their work. Authorized Users excludes Customer’s corporate affiliates, academic bookstores, and alumni unless those users are expressly included and reflected on the Order Form or Additional Sites Schedule.
3. **Secure/Remote Access.** All access and use of the Service must be made via a secure network and secure authentication methods. Use of the Service by remote access is allowed unless otherwise stated on the Order Form. Customer will strictly limit any remote access to its Authorized Users through the use of secure methods of user verification. Customer will promptly notify ProQuest if Customer believes security has been compromised. Posting or sharing of passwords, or otherwise enabling access for the benefit of non-subscribing institutions or users, is strictly prohibited.
4. **Updates to the Service.** ProQuest will provide reasonable notice of any substantial modifications of information, databases, materials, capabilities, or services within the Service by email to Customer’s representatives who sign up to receive updates. These changes shall be subject to the terms and conditions of this Agreement, and shall not materially alter use of the Service in an adverse manner.
5. **Supplemental Terms.** Some content included in the Service has terms of use applicable solely to such content. Content-specific terms are clearly displayed with the associated content or embedded in the systems and technologies incorporated into the Service. Where third-party databases or content are subject to supplemental terms, such terms shall be clearly referenced on the Order Form. Such supplemental terms shall not materially alter use of the Service.
6. **Variations in Content.** The content provided as part of the Service is primarily owned and supplied to ProQuest under agreement with third party licensors, and is subject to the continuation and extent of the license granted under such agreements. ProQuest shall have the right, in its reasonable and good faith discretion, to remove or modify materials in the Service because (a) ProQuest’s right to distribute such materials lapses, (b) such materials contain errors or could be subject to an infringement or other adverse claim by a third party, or (c) particular content collections have changed due to editorial selection, coordination, or arrangement of materials.
7. **Fees and Payments.** Customer agrees to pay the fees for the Service shown on the Order Form within 30 days of receipt of ProQuest’s invoice unless otherwise specified on the Order Form. Fees are based in part on Customer’s population served, Authorized Users and Additional Sites at the time of the order or such other license parameters as may be listed on the Order Form. If any one or a combination of these elements materially increases (e.g., if the Customer acquires a new affiliate), a fee increase commensurate with such change may be required before access and use of the Service is provided to or for the benefit of the additional user population and/or Additional Sites. Firm U.S. Government orders require a valid purchase order and advance payment or payment in accordance with FAR 52.213.2.
8. **U.S. Government Restricted Rights.** Services include materials that are commercial technical data and/or computer databases and/or commercial computer software, as applicable, which were developed exclusively at private expense by ProQuest LLC, 789 E. Eisenhower Parkway, Ann Arbor, MI 48108. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer databases and/or computer software are subject

to the limited rights restrictions of DFARS SUBPART 252.227-7202-3 (December 2011) Rights in Computer Software and Computer Software Documentation and/or subject to the restrictions of DFARS 252.227-7019 (Sep 2011) Validation of Asserted Restrictions – Computer Software, as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) Rights in Data-General, FAR 52-227-20(c)(2-3) (December 2007) Rights in Data-SBIR Program and/or subject to the restricted rights provisions of FAR 52.227-15 (December 2007) Representation of Limited Rights Data and Restricted Computer Software and FAR 52.227-19 (Dec 2007) Commercial Computer Software-Restricted Rights, as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurement.

9. Term. Customer's access to a particular Service shall continue for the period on the Order Form, plus any agreed renewal period(s). This Agreement shall continue in force for so long as Customer subscribes to at least one Service. Thereafter, the following survive: Sections 9–11 and 13-16, and any perpetual archive licenses ("PAL") (subject to all relevant use restrictions and security requirements).
10. Termination for Breach. If a party breaches a material term of this Agreement and does not cure within 30 days from written notice, the other party may immediately terminate this Agreement in whole or as to the affected Service. If this Agreement is terminated in whole or in part for Customer's breach, (a) ProQuest shall disable access to any terminated Service, (b) Customer shall destroy any files, information, data or software derived from any terminated Service in its possession or control, and certify destruction upon request, and (c) ProQuest reserves the right to pursue all available legal remedies.
11. Remedial Action. Without limiting the above, ProQuest may suspend delivery of the Service if it reasonably determines that Customer's or an Authorized User's failure to comply with this Agreement may cause irreparable harm to it or its licensors. If delivery is suspended, ProQuest will work in good faith to restore Customer's access as soon as possible after the failure to comply has been remedied in full.
12. Service Level. If the Service or content are hosted by ProQuest, ProQuest will use commercially reasonable efforts to provide access to the Service on a continuous 24/7 basis (except for regularly scheduled maintenance) and free from viruses or other harmful software. ProQuest shall not be liable for any failure or delay or interruption in the Service or failure of any equipment or telecommunications resulting from any cause beyond ProQuest's reasonable control. Customer is responsible for providing all required information for account set up and activation, and for its own telecommunications connections and related third-party charges.
13. Limited Warranty and Disclaimer of Warranty. ProQuest warrants that the Service will perform substantially as documented on ProQuest's public websites (the "ProQuest Websites"). EXCEPT AS EXPRESSLY WARRANTED HEREIN, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." PROQUEST AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE PERTAINING TO: MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ACCURACY, TIMELINESS, CORRECTNESS, RELIABILITY, CURRENCY, OR COMPLETENESS OF THE SERVICE OR ANY INFORMATION OR RESULTS OBTAINED THROUGH THE SERVICE, EVEN IF ASSISTED BY PROQUEST. PROQUEST SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR DETERMINING THE COMPATIBILITY OF ANY HARDWARE OR SOFTWARE NOT SUPPLIED BY PROQUEST WITH THE SERVICE AND PROVIDES NO WARRANTY WITH RESPECT TO THE OPERATION OF SUCH HARDWARE OR SOFTWARE WITH THE SERVICE.
14. Indemnity and Limitation of Liability.
 - a. ProQuest shall indemnify and hold Customer harmless from liability for all costs or damages incurred by Customer in any action or threatened action for infringement of an intellectual property right of a third party, relating to or caused by the Service in the form in which it is furnished hereunder, provided that Customer gives ProQuest notice of any suit or threatened suit for infringement brought within twenty (20) days of the day of service of the complaint upon Customer or from the receipt by Customer of notice of a threatened suit and further provided that ProQuest shall control the defense of any such suit but shall consult with the Customer in good faith about the same. ProQuest shall not be liable for damages claimed, awarded or paid in connection with such suits to the extent that (i) any infringement or violation claim is based solely upon the use of the Service in combination with programs, equipment or devices not of ProQuest origin, design or selection; or (ii) any infringement or violation claim arises out of use of the Service in a manner contrary to the rights granted in this Agreement, including use contrary to the Copyright Act of 1976, Title 17 U.S.C. or other intellectual property law.
 - b. EXCEPT FOR PROQUEST'S INDEMNIFICATION OBLIGATIONS in 14(a), THE MAXIMUM AGGREGATE LIABILITY OF PROQUEST AND ITS LICENSORS ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY PROQUEST FROM CUSTOMER FOR THE RELEVANT SERVICE IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIMS. NOTWITHSTANDING ANY OTHER PROVISION IN THESE TERMS AND CONDITIONS AND CONTRACT# UCPJMU5843 BETWEEN PROQUEST LLC AND COMMONWEALTH OF

VIRGINIA, JAMES MADISON UNIVERSITY, IN NO EVENT SHALL PROQUEST OR ITS LICENSORS BE LIABLE TO CUSTOMER OR ITS AUTHORIZED USERS FOR (a) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES; OR (b) ANY CLAIM RELATED TO CUSTOMER'S OR ITS AUTHORIZED USERS' USE OF COVER IMAGES OR USER-GENERATED CONTENT PROVIDED AS PART OF THE SERVICE; OR (c) UNAUTHORIZED USE OF THE SERVICE.

15. Place. ProQuest's principal place of business, where this contract is formed and all services will be deemed performed, is 789 E. Eisenhower Pkwy, Ann Arbor, MI 48108.
16. The terms of Customer's purchase orders, if any, are for Customer's convenience and do not supersede or supplement any term or condition of this Agreement.

Exhibit A: Permitted Uses

1. Online Research Services. Services designed to facilitate online research may be used for Customer's internal research or educational purposes as outlined below provided that doing so does not violate an express provision of this Agreement:
 - a) Research and Analysis. Customer and its Authorized Users are permitted to display and use reasonable portions of information contained in the Service for educational or research purposes, including illustration, explanation, example, comment, criticism, teaching, or analysis.
 - b) Digital and Print Copies. Customer and its Authorized Users may download or create printouts of a reasonable portion of articles or other works represented in the Service (i) for its own internal or personal use as allowed under the doctrines of "fair use" and "fair dealing"; (ii) when required by law for use in legal proceedings or (iii) to furnish such information to a third party for the purpose of, or in anticipation of, regulatory approval or purpose provided that the recipient is advised that the copies are not for redistribution. All downloading, printing and/or electronic storage of materials retrieved through the Service must be retrieved directly from the on-line system for each and every print or digital copy.
 - c) Electronic Reserves, Coursepacks, and Intranet Use. Provided that Customer does not circumvent any features or functionality of the Service, Customer may include durable links to articles or other works (or portions thereof) contained in the Service in electronic reserves systems, online course packs and/or intranet sites so long as access to such materials are limited to Authorized Users.
 - d) Fair Use/Fair Dealing. Customer and its Authorized Users may use the materials contained within the Service consistent with the doctrines of "fair use" or "fair dealing" as defined under the laws of the United States or England, respectively.
 - e) Academic Institutions, Schools, and Public Libraries. If Customer is an academic institution, school, or public library:
 - i. Interlibrary Loan (ILL). Library Customer may loan digital or print copies of materials retrieved from the Service to other libraries, provided that (i) loans are not done in a manner or magnitude that would replace the receiving library's own subscription to the Service or purchase of the underlying work (e.g., newspaper, magazine, book), (ii) Customer complies with any special terms governing specific content or licensors as described in this Agreement, (iii) with respect to ebooks, copying is limited to small portions of a book, and (iv) Customer complies with all laws and regulations regarding ILL.
 - ii. Scholarly Sharing. Customer and its Authorized Users may provide to a third party colleague minimal, insubstantial amounts of materials retrieved from the Service for personal use or scholarly, educational research use in hard copy or electronically, provided that in no case is any such sharing done in a manner or magnitude as to act as a replacement for the recipient's or recipient educational institution's own subscription to either the Service or the purchase of the underlying work.
2. All Streaming Video and Audio Products. Audio and Video files are delivered to Customer and its Authorized Users via streaming service over the Internet. Customer and its Authorized Users shall not download or otherwise copy the streaming videos or audio contained in the Service. In the case of content that can potentially be publicly performed, Customer must secure permission from ProQuest's Licensor and/or the copyright holder for any public performance other than reasonable classroom and educational uses.
3. MARC Records. MARC records may be placed in Customer's online public access catalog (OPAC) or shared online catalog (e.g., WorldCat) unless otherwise specified on the Order Form with respect to a particular Service.
4. Scholar/Researcher Profiles. The data contained within scholar profiles are for use in facilitating research and collaboration amongst colleagues. Neither Customer nor its Authorized Users may export or otherwise exploit the scholar profiles for mass mailings or similar marketing purposes.
5. Electronic Resource Discovery, Access, and Management. For electronic resource discovery (e.g., Summon, 360 Link), access and/or management services, the Customer reserves all right, title and interest in all Customer specific data it contributes to the Service (which may include but is not limited to Customer created metadata, bibliographic information, holdings and circulation data) and grants ProQuest permission to use such data in raw form for the limited purpose of operating and improving the Service and such information may only be provided to third parties in aggregate form. Raw usage data containing information relating to the identity of specific users shall not be provided to any third party without Customer's permission. Provided that such access, use, and/or sharing does not violate an express provision of this Agreement, Customer and its Authorized Users are permitted to: (a) access the Service and information derived from the Service in order to discover, manage and provide access to library resources owned or licensed by Customer, (b) create, store and retain any reports and lists delivered by the Service, (c) share data about Customer's own library holdings that is retrieved from such Service with third party applications, so long as prior written notice is provided to ProQuest and all pricing information is kept confidential to the fullest extent permitted by applicable law; and (d) display metadata, bibliographic and holdings information in the library catalog available on Customer's library website.
6. Library Catalog Enrichment Service. For library catalog enrichment Services (e.g., Syndetics), Customer may use the enrichment elements for the sole purpose of augmenting Customer's own library OPAC or website. Customer may not convert

Service metadata records into MARC format, nor distribute or display the enrichment elements in any third party applications, catalogs or websites.

7. Purchased Content. For perpetual archive licenses (“PAL”) (as specified on the ProQuest Websites or Order Form), Customer pays a one-time fee for a perpetual license to the designated materials (the “Purchased Content”), and an annual “Continuing Service Fee.”
 - a) Perpetual License. The License to Purchased Content and any updates Customer receives is perpetual, and may only be revoked if Customer materially breaches this Agreement, or if the licensed materials contain errors or could be subject to an infringement or other adverse claim by a third party.
 - b) Continuing Services. In consideration of the Continuing Service Fee, ProQuest will provide Customer and its Authorized Users with online access to the Purchased Content, plus any included updates, on a proprietary platform designed to enhance the research experience (a “ProQuest Platform”). ProQuest will maintain systems and technology that help Customer comply with use restrictions and security standards required by ProQuest’s licensors.
 - c) File Delivery. If Customer loses the ability to access its Purchased Content online through ProQuest (e.g., if ProQuest discontinues online access services), or if the Purchased Content is otherwise eligible for local loading, Customer may obtain digital copies upon certifying that it will secure and restrict use of the Purchased Content as contemplated under this Agreement, using systems and technology at least as protective as ProQuest’s. In the case of Audio, any local access must be restricted by DRM and be limited to one (1) simultaneous user (unless the Customer tracks the necessary playbacks and makes all royalty payments to copyright holders for mechanical and performance rights). All use of the materials delivered continue to be subject to this Agreement. File transfer costs, if any, are Customer’s responsibility.
 - d) Locally Loaded Purchased Content - Data Mining. Subject to any content-specific restrictions, Customer and its Authorized Users may extract and compile data from locally-loaded copies of the Purchased Content solely for Customer’s teaching, learning, and research purposes.
8. Acquisition Models. For certain Services, Customer may elect to have user activity trigger the purchase of content. Purchase preferences and Service eligibility for these models are described on the ProQuest Websites. Examples of these types of purchase models include Patron Driven Acquisition (PDA), Demand Driven Acquisition (DDA), Evidenced Based Acquisition, Access-To-Own (ATO), and Build By Choice.
9. Analytics. Some Services contain library collection analysis capabilities related to library holdings, or functionality that allows Authorized Users to create reports, lists, or alerts. Customer and Authorized Users may create, download, store and retain any such analytics or lists delivered by the Service. ProQuest may use library holdings and other information in the Service for comparison and metrics purposes and in order to better understand the customers’ needs.
10. Restrictions. Except as expressly permitted above, Customer and its Authorized Users shall not:
 - a) Translate, reverse engineer, disassemble, decompile, discover, or modify ProQuest’s software;
 - b) Remove any copyright and other proprietary notices placed upon the Service or any materials retrieved from the Service by ProQuest or its licensors;
 - c) Circumvent any use limitation or protection device contained in or placed upon the Service or any materials retrieved from the Service;
 - d) Perform penetration tests or use the Service to execute denial of service attacks;
 - e) Perform automated searches against ProQuest’s systems (except for non-burdensome federated search services), including automated “bots,” link checkers or other scripts;
 - f) Provide access to or use of the Services by or for the benefit of any unauthorized school, library, organization, or user;
 - g) Publish, broadcast, sell, use or provide access to the Service or any materials retrieved from the Service in any manner that will infringe the copyright or other proprietary rights of ProQuest or its licensors;
 - h) Use the Service to create products or perform services which compete or interfere with those of ProQuest or its licensors;
 - i) Text mine, data mine or harvest metadata from the Service;
 - j) Communicate or redistribute materials retrieved from the Service; or
 - k) Download all or parts of the Service in a systematic or regular manner or so as to create a collection of materials comprising all or a material subset of the Service, in any form.
 - l) Store any information on the Service that violates applicable law or the rights of any third party.

Rialto™ and OASIS® Marketplace Terms of Use

ProQuest provides certain web-based services (referred to each as a “Service” and currently marketed under the brands “Rialto” and “OASIS”), providing libraries and institutions with workflow tools that streamline selection and acquisition of materials of all types– books, ebooks, video and more. The availability to order particular third party materials through the Services is subject to change depending on a number of factors.

These web-based Services are controlled and operated by ProQuest LLC (“ProQuest”), and those institutions who access and use this web-based service (each a “Customer”) are responsible for assessing whether the services provided are appropriate for their use. ProQuest provides its Services subject to the following terms of use:

1. **Customer Accounts.** Customer will need its own account to use the service(s), and Customer and their designated users will be required to be logged in to the account and have a valid payment method associated with it. Customer is responsible for maintaining the confidentiality of its account and its passwords or other authentication methods and for restricting access to its account(s). ProQuest is not responsible for any liability arising from any unauthorized use of the Service, and Customer accepts responsibility for all activities that occur under its account(s).
2. **Permitted Uses.** Each Service is made available for the use of Customer in the selection and acquisition of materials for its own use and consistent with the features and functionality built into each Service. The license granted for use of a particular Service does not include (a) any resale or commercial use of the Service or any of its content; (b) the collection and use of any product listings, descriptions, or prices other than as part of the Service; (c) any derivative use of the Service or its content; (d) any downloading, copying, or other use of account information for the benefit of any third party; or (e) any use of data mining, robots, or similar data gathering and extraction tools. Customers are responsible for compliance with all applicable laws. ProQuest reserves the right to deny access to Customers or their designated users at any time in its sole discretion.
3. **Use of Customer Provided Information.**
 - a. **Information in the Service.** The name, address, and payment information Customer provides, together with information regarding the manner in which the Customer uses the Service, may be used in the administration of Customer’s account as well as for Customer’s selection and acquisitions activities. Customer agrees that ProQuest may use anonymized data derived from information gathered by ProQuest in the course of the Customer’s use of the Service to improve the Service and related library services. The anonymized data includes data that describes the habits, usage patterns, and/or demographics of Customers or users as a group but does not describe or reveal the identity of any particular Customer or user.
 - b. **Information about Customer’s Library.** Title level holdings, fulfillment and reading list statistics from Customer’s library systems may be used for the purposes of providing analytics and reports such as collection development and selection reports and capabilities (if available). Anonymized title level holdings, non-identifiable fulfillment, reading list statistics, and related information may also be used for the purposes of enhancing services, features and functionality such as collection development and selection reports and capabilities of the Service and related library services, including but not limited to, homepage widgets on trending titles by subject and professional reviews in the purchase workflow. For the avoidance of doubt, no personal information or financial transaction details from Customer will be used for the purposes of providing these reports and capabilities unless express consent is obtained from the Customer. No specific information regarding the source of the institutions providing the anonymized data which



are used in creating and providing of the reports and capabilities will be made available to third parties.

4. **Reviews and Product Information.** Much of the product information provided in the Service belongs to third parties and is used in the Service subject to license from the owner or incidental to the offer of the product for sale through the Service. Reviews displayed in the Service are sourced from publications and used under license; no further use of the reviews or product information may be made without the express written consent of the copyright holder. ProQuest attempts to be as accurate as possible, however ProQuest does not warrant that product descriptions or other content in the Service is accurate, complete, reliable, current, or error-free.
5. **Marketplace Orders.**
 - a. **Prices.** List Price means the suggested retail price of a product as provided by the chosen supplier (each a “Provider”). Despite ProQuest’s best efforts, prices may not be accurate and actual prices may vary. The information supplied is believed to be accurate, but neither ProQuest nor any of the Providers warrant or guarantee such accuracy. Customer’s invoice will reflect the final price.
 - b. **Fulfillment.** When Customer submits an order through the Service, the designated Provider of the items ordered are responsible for the fulfillment of the order.
 - c. **Provider Platforms.**
 1. **Applicable Terms.** If Customer submits an order for products that reside on a publisher direct, distributor or aggregator platform (each referred to as a “Provider”), Customer acknowledges and agrees that use of the products is subject to the Provider’s terms and conditions which may be separately negotiated and executed between Provider and Customer. Notwithstanding the applicability of Provider’s terms and conditions, payment for such products ordered through the Service shall be made to ProQuest.
 2. **Provider Platform Account Set Up – Consent to Share Information:** Provider platform account activation and operation are subject to policies and procedures of the provider. Each Customer is responsible for providing all required information for account set up and activation. Customer consents to ProQuest and Provider sharing its account information to the extent necessary to ensure timely set up of Customer access to the Provider platform and fulfillment of the items ordered. Incomplete information will result in delays.
 3. **Order Confirmation.** Customer is responsible for confirming that its purchases show up on the publisher platform. If the items do not show up within the time frame noted at the time of the order, or if an account isn’t activated for Customer’s institution, please contact the ProQuest support team who can help remediate with the Provider. The Provider is responsible for establishing and complying with all service levels associated with its own platform performance.
 - d. **Invoicing/Payment.** Customer will remit payment to ProQuest for the items ordered through Rialto, within net 30 days of ProQuest’s invoice.
6. **Liability Disclaimer.** THE SERVICE AND ANY OF THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES OFFERED FOR PURCHASE THROUGH THE SERVICE OR ON ANY PROVIDER PLATFORM OR SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. IMPROVEMENTS AND/OR CHANGES IN RIALTO OR ANY PROVIDER PLATFORM OR SITE MAY BE MADE AT ANY TIME. NEITHER PROQUEST NOR ANY PROVIDER MAKES ANY REPRESENTATIONS ABOUT THE SUITABILITY OF THE THEIR PLATFORM, WEBSITE, OR SERVICES FOR ANY PURPOSE. ALL SUCH INFORMATION AND SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND INCLUDING ALL IMPLIED WARRANTIES AND



CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PROQUEST OR ITS PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF RIALTO OR A PUBLISHER PLATFORM WITH THE DELAY OR INABILITY TO USE RIALTO OR A PUBLISHER PLATFORM EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. TO THE EXTENT CUSTOMER'S JURISDICTION HAS LIMITATIONS ON THE APPLICABILITY OF DISCLAIMERS THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER. NOTHING IN THIS LIABILITY DISCLAIMER SHALL LIMIT PROQUEST'S INDEMNIFICATION OBLIGATIONS FOR PRODUCTS AND SERVICES PROVIDED UNDER LICENSE AGREEMENT WITH PROQUEST AND ORDERED THROUGH RIALTO OR OASIS. THE TERMS AND CONDITIONS OF THE PROQUEST LICENSE APPLY TO SUCH PRODUCTS AND SERVICES.

7. **General.** ProQuest reserves the right to make any and all changes to its web-based services, including changing these terms of use, at its sole discretion. These terms of use incorporate by reference all other notices, policies and other terms displayed in the Services incidental to an order for a particular product offering. For the avoidance of doubt, notices and policies include ProQuest's privacy policy, cookie policy and DMCA policy, as well as any applicable data processing addendum made available by ProQuest as applicable.

Marketplace Terms of Use v. 31July2020



REQUEST FOR PROPOSAL
RFP# LBS-1072

Issue Date: January 30, 2020
Title: Monographic Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on March 4, 2020 for Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: LeeAnne Beatty Smith, Buyer Senior, Procurement Services, smith2LB@jmu.edu, 540-568-7523, not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

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

Name and Address of Firm:

ProQuest LLC

789 E. Eisenhower Parkway

Ann Arbor, MI 48108

Date: March 2, 2020

Web Address: proquest.com

Email: proposals@proquest.com

By:


(Signature in Ink)

Name: Christopher Kaul

(Please Print)

Title: Sr. Dir. Global Bids & Pricing

Phone: 800-521-0600

Fax #: 888-241-5612

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

No addenda were issued, we acknowledge receipt of evaluation criteria

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

YES; NO; *IF YES* ⇒⇒ SMALL; WOMAN; MINORITY *IF MINORITY* AA; HA; AsA; NW; Micro

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.

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Narrative Statement

B. SPECIFIC PROPOSAL INSTRUCTIONS

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.

ProQuest has signed and returned all required proposal elements. No addenda were issued, but we acknowledge receipt of the evaluation criteria.

2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.

We have provided a complete, detailed response to Section IV on the following pages.

3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

ProQuest is a global supplier of monographic services; professional, reference, technical, academic, and scholarly books; and related special services to more than 26,000 libraries around the world. ProQuest has been providing print books since 2015 and ebooks and cloud-based services for much longer.

We have extensive experience providing monographic services to customers, and we are pleased to have the opportunity to leverage this experience on VASCUPP's behalf. We have a longstanding partnership with several VASCUPP member institutions that encompasses monographic and other services, including the provision of OASIS and Alma. We are excited to continue—and expand—this partnership.

VASCUPP will be supported by your ProQuest Account Manager, Dawn Zehner, and your Books Specialist, Dave Wiley. Dawn and Dave are experts at providing account and sales support. Ongoing support will also be provided by our customer service team, New Titles team, and Collection & Workflow Consultants (CWC).

Proposal Overview

Our proposal includes the ProQuest OASIS web-based platform for optimized book search, selection, and acquisition. OASIS has the broadest curated print and ebook title database in the industry, with 39 million ISBN records from more than 80,000 publishers. VASCUPP members will also benefit from powerful search tools that help locate titles quickly and efficiently.

OASIS is not a “static” platform: As part of a multi-year commitment, ProQuest has invested significant resources to upgrade OASIS to help librarians work quickly and efficiently. Recent enhancements to OASIS include simplified navigation, modernized look and feel, bulk actions for approvals, display of publisher collections, accurate stock status, smart profiling, streaming video, UTF-8 for MARC records, Alma APIs, and improved performance and stability. We have many more enhancements in development, with an ongoing roadmap of enhancements.

(Continued) 3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

More OASIS updates and enhancements are on our 2020 roadmap (roadmap items are subject to change):

ProQuest Rialto™

In addition to future innovation planned for OASIS, we will also be introducing **ProQuest Rialto™** to our suite of products. Rialto is a ground-breaking approach to unify selection and acquisition in academic libraries. Through benchmark analytics, recommendations, and a comprehensive marketplace with content of all types—books, ebooks, video, and more, from many sources—libraries will have the tools to become more effective and efficient, and to buy what they need and use what they buy. It will be a single destination for all content types from a variety of publishers and platforms offering multiple access models and licenses.

Rialto is a single system built on the Alma platform, creating an automatic end-to-end workflow. This allows libraries to provide better service to patrons as information flows quickly from request to availability and better communication to all involved in the selection and acquisition process; past actions inform future purchase decisions. Its analytics will use data from the library and the community to produce intelligent recommendations based on the usage and value of purchases. Analytics are embedded to support decisions at the point of need. Libraries can more accurately report the value of the library and impacts on patrons to faculty and constituents.



The customer experience is based on a user-centric approach to support the needs of a variety of staff, from selection through fulfilment. The design is focused around simplification, accessibility, and intuitive steps with the right information presented at the right time. Rialto will be available in 2020 (release date to be determined), and we would be happy to discuss this further when it is available.

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(Continued) 3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

We Are Committed to Ongoing Support for VASCUPP

We are offering VASCUPP and your members highly competitive pricing as well as exceptional service and ongoing support, as we want to continue partnering with you in providing the very best monographic services to the libraries. We look forward to continuing to work with you in this important endeavor.

4. Offeror Data Sheet, included as Attachment A to this RFP.

Attachment A appears on the following page.

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

- 1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
- 2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years 13 Months _____

ProQuest LLC: 13
Predecessor company: 82

- 3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
American University	Ongoing	4400 Massachusetts Ave NW Washington, DC 20016	Stacey Marien, 202-885-3842
University of Virginia	Ongoing	1826 University Ave Charlottesville, VA 22903	Beth Blankton-Kent, 434-924-6837
University of Colorado Boulder	Ongoing	University Of Colorado Boulder, CO 80309	Gabby Wiersma, 303-492-4316
CUNY	Ongoing	365 5th Ave New York, NY 10016	Marsha Clark, 646-312-1699
Dartmouth Library	Ongoing	6016 McNutt Hall Hanover, NH 03755	Kenneth J. Peterson, 603-646-9929

- 4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

ProQuest LLC, 789 E. Eisenhower Parkway, Ann Arbor, MI 48108

- 5. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

YES NO

IF YES, EXPLAIN: _____

5. Small Business Subcontracting Plan, included as Attachment B to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.

Attachment B appears on the following pages.

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: ProQuest LLC Preparer Name: Christopher Kaul

Date: March 2, 2020

Is your firm a Small Business Enterprise certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes No X

If yes, certification number: Certification date:

Is your firm a Woman-owned Business Enterprise certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes No X

If yes, certification number: Certification date:

Is your firm a Minority-Owned Business Enterprise certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes No X

If yes, certification number: Certification date:

Is your firm a Micro Business certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes No X

If yes, certification number: Certification date:

Instructions: Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at http://www.sbsd.virginia.gov/ (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
 Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: RFP# LBS-1072 Monographic Services

Date Form Completed: March 2, 2020

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Proposal and Subsequent Contract

Offeror / Proposer:

ProQuest LLC

789 E. Eisenhower Parkway, Ann Arbor MI 48108

Christopher Kaul / 800-521-0600

Firm

Address

Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
ProQuest will fully complete this contract without the use of subcontractors	n/a	n/a	n/a	n/a	n/a

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED



6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.

The table below identifies the approximate sales ProQuest had with VASCUPP member institutions during the last 12 months.

VASCUPP MEMBER INSTITUTION	APPROX. SALES
George Mason University	\$617,219
James Madison University	\$918,092
Old Dominion University	\$488,199
Longwood University	\$117,840
Radford University	\$188,469
Univ of Virginia Charlottesville	\$574,826
University of Mary Washington	\$154,118
University of Virginia	\$500,237
University Virginia	\$13,210
Virginia Commonwealth University	\$379,498
Virginia Commonwealth University	\$385,594
Virginia Military Institute	\$12,313
Virginia Tech	\$243
College of William & Mary	\$108,660
College of William and Mary Earl Gregg Swem Library	\$198,597
William and Mary Earl Gregg Swem Library	\$262,511
Grand Total	\$4,919,626

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7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

Our completed Pricing Schedule appears below.

A. For Print or Tangible Materials

1. Provide the discount structure to be applied to the publisher’s list price. Specify how individual institutional volume would impact discounts. Confirm that the publisher’s list price shall not be marked up in order to give a discount. Confirm that the proposed discount shall be firm for the entire period of the contract, and through any subsequent renewal periods.

ProQuest is pleased to present the following tiered pricing structure, based on annual print expenditures at each individual VASCUPP member institution:

Annual expenditures under \$250,000

	Discount Off List Price
Approval Plan US and UK (Print)	18.0%
Firm Orders US and UK (Print)	18.0%
Standing Orders (Print)	10.0%

Annual expenditures of \$250,001-\$750,000

	Discount Off List Price
Approval Plan US and UK (Print)	19.5%
Firm Orders US and UK (Print)	19.5%
Standing Orders (Print)	10.0%

Annual expenditures over \$750,000

	Discount Off List Price
Approval Plan US and UK (Print)	21.0%
Firm Orders US and UK (Print)	21.0%
Standing Orders (Print)	12.0%

ProQuest does not markup publishers’ list pricing to force discounting. Our pricing schedule will remain firm for the contract period.

ProQuest does not charge for access to our OASIS database. Expenditures will reset the first day of each calendar year.

2. Provide the method for computing discounts and/or service charges for the types of publishers, and material types.

ProQuest does not distinguish between paperback and hardcover materials and provides the same discount on both.

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(Continued) 2. Provide the method for computing discounts and/or service charges for the types of publishers, and material types.

ProQuest does not exclude publishers, the discounts listed apply to all titles except those where we receive little or no discount from the publisher or supplier. Those titles will be invoiced at list price.

Discounts are applied to the current list price at the time of shipment and publisher's list price is subject to change without notice. List prices of individual library materials are set by the publishers and not by ProQuest as distributor. Therefore, we cannot guarantee that the retail/list price of an item will not change during the term of the contract.

For titles available through our iFound out-of-print service, the price displayed on OASIS in the iFound tab is the price you will pay. There is no additional discount or fee for these titles.

3. Provide a listing of any applicable charges for shipping and handling.

Standard weekly shipping will be provided for free. This does not include Rush order titles. Due to the level of manual intervention required to ensure that the delivery deadline is met, Urgent Orders with Deadlines may be charged a \$7.50 service fee. Libraries can set up ordering accounts specifically for Rush Orders.

4. Provide the charge per volume for binding services.

ProQuest offers various levels of processing. Please see Appendix A for rates related to shelf-ready services.

5. Provide cost per title for any services available for supplying MARC records at the point of request and/or with shipment.

ProQuest offers various levels of MARC records. Please see Appendix B for rates related to cataloging.

6. Provide cost per title for processing services such as security strip placement, spine label production and placement, and property stamps.

ProQuest offers various levels of processing. Please see Appendix A for rates related to shelf-ready services.

7. Provide the average discounted selling price per volume for the last twelve (12) months for the combined VASCUPP schools and project the average cost per monograph to be supplied in the next fiscal year. Separate average costs per volume should be provided for each of the broad subject categories.

REDACTED

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8. Provide any additional charges for special services such as rush orders.

Due to the level of manual intervention required to ensure that the delivery deadline is met, Urgent Orders with Deadlines may be charged a \$7.50 service fee. Libraries can set up ordering accounts specifically for Rush Orders.

Appendix A – Processing

ProQuest offers various levels of processing to suit the needs of academic libraries. We typically ask customers to complete our processing profile form to ensure elements are carefully done in accordance with their specifications. More common elements are indicated below; if a library is looking for a service not shown please have them reach out to us:

Element	Price	Element	Price
Barcode	\$0.25	Pocket (vinyl)	\$0.50
Barcode Protector	\$0.25	Pocket Label	\$0.25
Barcode Scanning	\$0.30	Property Stamp (per impression)	\$0.20
Book Plate (customer supplied; self-adhesive)	\$0.35	Shrink Wrap Removal	\$0.60
Circulation Card	\$0.20	Spine Label	\$0.25
Date Due Slip	\$0.25	Spine Label Protector	\$0.25
Hub Label (per application)	\$0.40	Spine/Pocket Label	\$0.50
Label (per application; customer supplied)	\$0.25	Spine Tape	\$1.50
Laminated Paperback Covers	\$2.50	Theft (3M or Checkpoint)	\$0.50
Mylar Jacket (attached)	\$1.35	Theft (customer supplied)	\$0.30
Pocket (paper)	\$0.35	Three Part Labels	\$0.75
Prebinding Services		RFID Tagging	
DigiCover	\$7.25	Customer supplied tag applied only	\$0.30
Econobind	\$8.50	Customer supplied tag programmed and applied	\$0.50
Single A Bindings	\$12.00	“Universal” tag applied only	\$0.99
		“Universal” tag programmed and applied	\$1.25

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Appendix B – Cataloging

ProQuest offers various levels of cataloging to suit the needs of academic libraries. We typically ask customers to complete our cataloging profile form to determine what level of service is requested for the specifications requested. Most customers fall into one of these categories:

WorldShare Collection Manager.....\$0.25

ProQuest partners with OCLC to facilitate this service, no spine label creation occurs.

WorldShare Collection Manager with Spine Label.....\$1.00

ProQuest partners with OCLC to facilitate this service, with creation and application of a spine label.

Generic.....\$2.30

Records are derived from commercially available sources. Records are not modified in any way and are provided only for those items on which we achieve a match on the bibliographic database. Search strategies used include ISBN and Title. This level does not include authorization of name, subject or title headings.

Derived-Minimal Level Upgrade.....\$4.66

Records are derived from commercially available sources. Records with limited data are upgraded to full RDA or AACR2 cataloging standards and MARC 21 bibliographic format standards to correspond with book in hand. This may include adding full title information, page, and/or publication information to a record that lacks these elements. Includes authorization of headings on series titles only.

Custom.....\$11.39

Records are derived from commercially available sources and modified to meet the library’s specifications. This may include adding necessary local fields and location codes. Only records where derived copy is available are provided. Includes authorization of name, title, subject, and/or series headings.

Original\$21.85

Cataloguers will provide original cataloging on books where derived record are not available from commercially available sources. This is done to individual customer specifications and includes authorization of all name, title, subject, and/or series headings.

There is a wide selection of additional add-on services that can be fulfilled, a selection of these services is below.

Setting OCLC Holdings\$0.65

ProQuest Books sets the customer’s holdings in OCLC’s WorldCat database.

Summary Notes.....\$0.65

The subject matter of the book is summarized in a note that is entered into the 520 variable field in the MARC record.

Shelf-listing\$0.65

Classification numbers are assigned and organized in conjunction with the customer’s library catalog to ensure a fit in the customer’s individual catalog.

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B. For eBooks

1. Describe the methodology for determining ebook pricing across multiple ebook publishers/aggregators.

Discounts only apply to direct purchases completed on OASIS, LibCentral, or the Rialto platform. Discounts will not apply to Pub Direct or EBSCO on OASIS purchases.

Spend thresholds will be measured and calculated annually at a pre-determined start date.

Our pricing schedule will remain firm for the contract period.

2. Specify institutional level volume discounts for providing access to multiple resources. Provide opportunities for increasing institutional level volume discounts.

ProQuest is pleased to present the following tiered pricing structure, based on annual ebook expenditures at each individual VASCUPP member institution:

	Discount Off List Price
Expenditures under \$50,000	4.0%
Expenditures between \$50,001-\$150,000	5.0%
Expenditures over \$150,000	6.0%

3. List any platform fees for accessing purchased titles.

ProQuest does not charge for access to our OASIS database and does not collect platform fees on behalf of any publisher/supplier.

4. Provide information on any added fees for supplying MARC records or other metadata records.

ProQuest does not charge for MARC record delivery.

5. Outline pricing model(s) for any DDA or PDA program such as short term loans, simultaneous users, etc.

All purchasing models are priced according to the platform. OASIS currently offers DDA with Ebook Central and EBSCO according to those platform’s prescribed pricing models.

6. Outline pricing for service options for alumni access to content.

OASIS is an aggregated acquisition tool only and not responsible for the life of content after it has been purchased. If individual platforms offer special pricing options such as alumni access, those terms will be negotiated directly with the platform.

C. Describe offered discounts or pricing benefits based on the combined annual spend of the VASCUPP schools.

Our proposed pricing structure is based on spend per institution.

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D. Describe other services/resources being offered and specify associated cost.

We have provided full descriptions in our proposal, and all costs appear in this Pricing Schedule, Appendix A, and Appendix B.

E. Provide all costs associated with training.

We provide training at no charge.

F. List any additional costs or fee-based services associated with print or electronic monographs such as license management, database surcharges, custom reports, enhancements, etc.

All fees are included in our Pricing Schedule, Appendix A, and Appendix B.

G. Specify any associated cost that has not already been identified.

All costs have been identified in our Pricing Schedule, Appendix A, and Appendix B.

H. Specify any additional discounts available for early payment of invoices (e.g., 1% Net 15/30).

We do not offer a discount for early payment.

I. Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to <https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

ProQuest accepts payment by check, credit card, and wire transfer.

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IV. STATEMENT OF NEEDS

A. Scope of Service- Describe the services being offered, including but not limited to:

1. Firm orders on a one-time basis

Firm orders can easily be placed on a one-time basis using OASIS. ProQuest proactively manages every stage of your order from maintaining current and accurate bibliographic data in OASIS to working closely with publishers and wholesale partners.

Users can track orders at every stage in OASIS, and all orders are delivered quickly and accurately

2. Approval orders according to profiles established by each institution

ProQuest will work with each VASCUPP institution to establish profiles that match their specific requirements; these profiles will provide a solid foundation for approval orders as part of your approval plan. Approximately 275 libraries worldwide use ProQuest for approval orders.

Profiles

Our profiles deliver title notifications for all titles in our database. In the unlikely event a subject/discipline/publisher is not covered, we can add it to meet a customer's collection development needs.

Setting up an Approval Plan

The strategy to craft an approval plan for a customer is informed by several factors, e.g., the library's history and experience with approval plans, which might involve replicating plans that have been effective previously. When replicating a previous plan, the ProQuest Collection team transfers instructions to the ProQuest system. This is done in conjunction with conversations, ideally face-to-face, with library selectors responsible for various components of the profiles.

When a library has little or no experience with approval plans, or prefers to entirely revamp previous profiles, we begin with a blank DD, LC, or NLM classification template and identify ranges for book, slip, DDA, or exclusion for both print and electronic formats. This process is also completed with onsite dialog between the Collection & Workflow Consultant (CWC) and library colleagues.

3. Standing orders

a. Numbered monographic series

We handle numbered monographic series as part of our comprehensive Standing Order Service, which is widely used in the academic sector. Our Standing Order program is dynamic, thus allowing us to cover thousands of series. If a VASCUPP member wants to acquire a series which is not currently in our system, we will research it and add it if available.

We will work with each VASCUPP member library to discuss either a start date or determine with which volume or edition each standing order should commence.

Following the initial transfer of orders and/or the placement of new orders, the titles enter a monthly cycle that is monitored by the Standing Order team. All volumes are allocated an expected month of publication based on previous years' patterns and publisher notifications.

(continued) a. Numbered monographic series

Standing Orders are established outside of the approval profiles and are taken into consideration when titles are matched against approval profiles, to eliminate duplication. Standing Orders are shipped and invoiced separately from Approvals. Firm and Standing Orders are both clearly noted in OASIS.

b. Unnumbered monographic series

We handle unnumbered monographic series through the same comprehensive Standing Order Service as other titles (fully detailed in our response to 3-a, above).

c. Volume sets issued over a period of time

We handle volume sets issues over a period of time through the same comprehensive Standing Order Service as other titles (fully detailed in our response to 3-a, above).

4. Rush orders

We offer the following rush order options:

- **Expedited**—If the book is not in stock at ProQuest, an order is placed with the publisher via normal daily processes, expedited through our operation upon receipt at ProQuest, and included with the next shipment to the library. There is no additional charge for this service. The library must indicate its need for expedited ordering on its order.
- **In-stock**—If the book is in stock, depending upon the library's deadline, it is either shipped using two-day service via DHL, UPS, FedEx, or another courier, or included in its regularly scheduled shipment. The charges for this expedited shipping (determined by the shipping service) are passed along to the library.
- **Phone rush**—If the title is not in stock at ProQuest and is needed by a particular date, a telephone order is immediately placed with the publisher for rush shipping to ProQuest and is then expedited via UPS to the library. A service charge is levied for phone rush material (please see our pricing for details). All express shipping charges are forwarded to the library.

5. Demand-Driven or Patron-Driven

ProQuest specializes in providing sophisticated demand-driven acquisition (DDA) profiles for patron-initiated selection. A ProQuest Collection & Workflow Consultant (CWC) will create profiles based on each VASCUPP member library's criteria for the content that should be automatically added to the DDA.

For an ebook DDA, in addition to traditional profiling, there are options for platforms that host the content (e.g., Ebook Central, EBSCO), license models (one-user, three-user, concurrent use, unlimited access), and purchase types (short-term loan, access-to-own loan, perpetual access ownership).

Titles are automatically added to the member library's DDA collection when newly-treated titles in OASIS are matched against the profile. Titles can then be discovered by users via the catalog/discovery layer/ebook platform, and purchases are made only when users request or trigger the title. (Trigger events occur when an ebook is used for longer than the free browse period, printed, copied, or downloaded.) Fund and location codes can be added to these titles just as with traditional profiles, so that purchases are assigned the correct codes automatically.

6. Evidence-based Acquisition

ProQuest addresses our customers' need for evidence-based acquisition through demand-driven acquisition (DDA) profiles for patron-initiated selection, as detailed in our response to Question 5 (above). We also have the ability to host evidence-based acquisition.

Evidence of use by library patrons results in trigger events for a given ebook. Trigger events occur when an ebook is:

- Used for longer than the free browse period
- Printed
- Copied
- Downloaded

Each VASCUPP member library can decide if a trigger event results in a loan, mediated purchase, or unmediated purchase. ProQuest can consult with each library regarding its collection needs and make recommendations for how best to configure its evidence-based acquisition program.

7. Other

VASCUPP member libraries will be supported by a technical services team of experts to help streamline their print book workflow at no extra charge. Taking a consultative approach, this team offers the ongoing support needed for range of cataloging—including WorldCat Collection Manager, generic, derived, custom, and original MARC Records; physical processing; and optimized EDI ordering and invoicing workflows.

B. Materials Covered- Describe the materials being offered, including but not limited to:

1. Format

a. Print

i. Cloth

We supply cloth books. If a book is available in cloth format, this will be shown in the Title Details Information displayed in OASIS.

As a leader in distribution, print-on-demand, and digital solutions, ProQuest provides libraries and universities with immediate access to the largest selection of trade books in the industry.

ii. Paper

We supply paperback books. If this format is available for a particular title, it will appear in the Title Details Information displayed in OASIS.

b. Electronic

i. Single user

Single-user licenses are an option for ebooks purchased through OASIS. A title purchased with a single-user license allows only one user to use the ebook at a time.

ii. Multiple users

Multiple-user licenses are also offered as an option when purchasing an ebook (or group of ebooks). Two multi-user access models are available:

- **3 User:** Up to three users can use the ebook at any time.
- **Unlimited User:** An unlimited number of users can use the ebook.

We also offer a non-linear/concurrent access model, which allows multiple users to access the ebook at the same time. There are a set number of lending days per title per year, typically up to 325 days. Lending days reset annually. Those days accommodate any scenario that may occur during the year—from high demand one semester to lower demand the next. After 12 months, the lending days automatically reset at no additional cost.

iii. Licensing

OASIS supports several ebook acquisition and access models. For the sake of completeness, we have described all of them here (including those already described under “b-i” and “b-ii,” above):

- **Title by Title Perpetual Access:** Enables libraries to buy and own ebooks, just like print titles. Libraries can select individual titles or pre-selected packs of titles under single or multi-user licenses. When a library buys a title, they also choose an access model that determines how many people can use the book simultaneously:
 - **1 User:** Only one user can use the ebook at a time.
 - **3 User:** Up to three users can use the ebook at any time.
 - **Unlimited User:** An unlimited number of users can use the ebook.
- **Demand Driven Acquisition (DDA):** This option applies to Ebook Central and EBSCO platforms only. This model enables libraries to provide access to ebooks of their choice—and only purchase or loan those that are used following a free viewing period or when the patron copies, prints, or downloads.
 - **Access to Own (ATO):** An access model that complements DDA, Access to Own provides loans at a higher price point by applying budget dollars spent on loans to perpetual purchases.
- **Non-Linear/Concurrent Access Model:** Multiple users can access the ebook at the same time. There are a set number of lending days per title per year, typically up to 325 days. Lending days reset annually. Those days accommodate any scenario that may occur during the year—from high demand one semester to lower demand the next. After 12 months, the lending days automatically reset at no additional cost.

iv. Notification of access

Usage reporting available in OASIS shows a wide range of information, include ebook access. Libraries will also be notified when a purchased book is available to their community.

c. Media

i. DVD

ProQuest has access to a wide array of non-print materials. We can supply DVDs as well as Blu-ray discs. When a user searches OASIS, they will see the available format(s) of audiovisual material—such as DVD or Blu-ray—in the Title Details Information shown in OASIS.

ii. CD

ProQuest can supply CDs, CD-ROMs, and books which come pre-bundled with CDs. As with other material, the available format options will be shown in OASIS.

iii. Streaming

OASIS provides access to over 36,000 streaming videos. Librarians who use OASIS can search, select and order videos from key publishers like Sony Pictures Classics, BroadwayHD™, the Royal Shakespeare Company, A&E TV, the BBC and PBS. The videos cover timely and popular topics, supporting curriculum in nearly every discipline – including healthcare, anthropology, history, environmental studies, diversity studies, theatre, music and dance.

a) Local

We are not proposing a locally-installed solution.

b) Hosted

OASIS is a hosted, web-based solution that requires no local installation at VASCUPP member libraries. It accessible at any time at <https://oasis.proquest.com/>.

2. Subject coverage

OASIS offers access to an industry-leading selection of print books and ebooks—over 39 million ISBNs—including broad subject coverage from a wide range of publishers. It covers all subjects of interest to academic libraries.

ProQuest takes special pride in our ability to provide content from any publisher, to be delivered anywhere. In addition, the strength of our global network of transportation provider partners gives us the unique advantage of being a single point of contact for a world of print content, delivered to your door.

3. Geographic area

OASIS offers broad geographic coverage, with over 39 million ISBNs from around the world.

On approval, we aim to profile any English language US, English language UK, English and French language Canadian, and English language AUS/NZ academic, trade, and high-quality small publishers relevant to the interests of our academic customers. Additionally, if ProQuest does not currently work with a publisher that a library would like to include on approval, simply make this request known to your CWC and requests will be reviewed and decided upon on a quarterly basis.

4. Language

OASIS features content in 100 different languages, including over 27 million English language titles, over 2 million French titles, 1.9 million German titles, and 1.3 million Spanish titles.

On approval, ProQuest profiles English language and French language Canadian content. In 2020, there are plans to expand this coverage to Spanish language North American market content.

5. Publisher type

On approval, we aim to profile any English language US, English language UK, English and French language Canadian, and English language AUS/NZ academic, trade, and high-quality small publishers relevant to the interests of our academic customers. Additionally, if ProQuest does not currently work with a publisher that a library would like to include on approval, simply make this request known to your CWC, and requests will be reviewed and decided upon on a quarterly basis.

Special steps or services to ensure thorough coverage include close collaborations with the publisher and Global Content team where possible, utilization of several tools and resources to locate new titles and publishers, and a broad scan of print and online media sources relevant to academic publishing and literature review.

6. Describe any barriers to providing access to eBook content or metadata from competitive publishers.

There are no barriers to providing this type of access, and there are no specific types of suppliers from which cannot provide material.

C. Ordering

1. Describe all possible methods and workflows available for selection and ordering of materials, i.e., through vendor system, upload or Edifact transfer of orders from library system, API integration with library services platform, etc.

OASIS users can add their overall requirements to the easy-to-use shopping cart, and then either place the order in one visit or download the order requirements into their library system for ordering via EDI. VASCUPP member libraries can use either or both of these ordering methods:

- **Order directly online**—OASIS allows libraries to enter local order details such as purchase order number, fund code, site code, location code, or specific classification. Orders can then be placed directly online and, if required, an order-ready or enhanced MARC record can be loaded into the library's automation system.
- **Retrieve bibliographic data online and order via EDI**—Once books have been selected, they can be placed in a shopping cart and the data, including local elements, will be loaded into the library's system through the OASIS MARC download process.

When ordering through OASIS, a library can input titles individually or via an ISBN multiple batch order. When the list of titles appears, they can be saved for future consideration, sent on to the acquisitions list for ordering, ordered immediately, or batched to a cart for later checkout. Once the desired titles have been selected, order information can be added for individual titles or for all orders during that session.

(continued) 1. Describe all possible methods and workflows available for selection and ordering of materials, i.e., through vendor system, upload or Edifact transfer of orders from library system, API integration with library services platform, etc.

All electronic orders go directly into the ProQuest system. Any special instructions that are included in a library's customer account profile are automatically added to the order so that the items are processed properly.

D. Fulfillment and Delivery- Describe possible mechanisms and workflows available for fulfillment of orders and delivery of materials, including:

1. Fulfillment Rates

a. Percentage of orders filled

We are proud to report that our fulfillment rate continues to be over 97% of all Firm, Approval, and Standing orders placed, for over one million orders annually.

ProQuest takes pride in our ability to source a wide range of content from the rare and obscure to titles sent out on their market release date. We are able to search primary publisher sources quickly to determine availability and lead time, including titles publisher in North America, the United Kingdom, and the Australia/ New Zealand region. ProQuest communicates with over 1,200 North American publishers on a weekly basis alone through our North American sourcing hub and team of Acquisition Specialists.

Depending on customer requirements, ProQuest also provides non-standard sourcing through multiple methods. Our sourcing teams in the UK, Australia, and North America interact daily. Our reach extends to online purchasing venues to ensure availability is exhaustively searched, and finally our in-platform access to Alibris, a leading marketplace for secondary booksellers, provides secondary market access directly to our customers through OASIS.

b. Average delivery time

If the product is in stock, depending upon the individual library's deadline, it is either shipped via Ground level service (typically 1-2 business days for delivery), or included in its regularly scheduled shipment.

Books are shipped based on a schedule agreed to with each VASCUPP member library, by order type, and to various specifications. All available orders can be shipped daily, however ProQuest will work to establish a more practical shipping schedule to ensure rapid delivery without undue logistical burden on the library's receiving department, with a common goal to minimize associated shipper costs and environmental impact.

2. Shipping method

We use various shippers depending on delivery needs, including DHL, UPS, and FedEx. Shipments can be tracked in real time on OASIS.

3. Packaging

a. Packaging method and materials

Books are securely packaged in boxes according to the specifications required by our shippers as well as based on customer needs. Box size and shape is closely matched with each order to minimize packaging materials (and their environmental impact) and ensure sturdy packaging for safe transit.

b. Ability to limit weight and size of boxes

We will work directly with VASCUPP members to ensure that our shipping parameters, including weight and size, match their specific requirements.

c. Packing slips

Invoices for print books are included in the box to which they apply. As standard practice, two copies of each invoice are provided with each shipment.

4. Ability to tailor shipments to individual institution needs

ProQuest will tailor shipments to individual institution needs. We ship on a schedule determined by the library and we can accommodate a wide range of individual requirements and specifications.

5. Ability to check library holdings for duplicate orders.

ProQuest has constructed our systems to manage duplication across approval plans and library accounts. We can easily identify possible duplicates between firm orders, library holdings (if provided), standing orders, and approval books. VASCUPP libraries can provide ProQuest with instructions for handling identified duplication—for instance, “always cancel the approval order” or “always query.”

Sometimes, a firm order will be received when an approval book is in transit to the library. In these cases, ProQuest will cancel the firm order and notify you immediately. The library may issue instructions that allow for duplication based on library location, fund codes, or by annotating firm orders as “added copies.”

Firm orders are checked against both the approval plan and standing orders held by ProQuest to ensure that no duplication exists between supply on approval, firm order, and standing order.

E. Claims & Cancellations

1. Describe all possible methods and workflows available for claiming of materials (through vendor system, via email, vendor-initiated, etc.). Include proposed timelines for claim notifications and cancellations, both vendor and library initiated.

Libraries can claim on OASIS or by email/phone. Responses will be made via email.

All claims will be acknowledged within 48 hours of their submission. If the claim can be answered immediately, the information is provided with the acknowledgment. If more time is needed, the acknowledgment will indicate the timeframe for resolution.

Online claims can also be made directly through OASIS, and a specific note can be added at that time. All claim activity can be tracked online, where the status of the claim is updated in real time, listing the most current information available.

Our standard claiming process entails a 30-day automatic claim if there is no report/shipment from publisher.

F. Returns

1. Detail the contractor's return policy.

Any material found to be defective, damaged in shipment, or supplied incorrectly is returnable at ProQuest's expense. We do ask that the library contact customer service to inform us of any returns so that they can be properly received and credited. Return freight for firm ordered books returned for other reasons, (i.e., ordered in error, etc.) is the responsibility of the library.

ProQuest Book Returns Policy

Authorization to Return Books must be requested in advance for all items (excluding Approvals) within 60 days of our invoice date. All authorization requests are to be directed to Customer Service and will be investigated and assessed on an individual basis.

All returns require return authorization from Customer Service. Authorization must be requested in advance (excluding Approvals) within 60 days from invoice date.

Authorization will only be given for returnable products. Returnable products are defined as:

- Defective products (Note: There is no time frame in which defective product must be reported.)
- Damaged products
- Product that was ordered and/or shipped incorrectly by ProQuest
- Titles that have been duplicated by ProQuest

Authorization will not be given for non-returnable products. Non-returnable products are defined as:

- Serials/Standing Orders in which no ProQuest error has occurred (Note: Items duplicated by another source, are not returnable to ProQuest.)
- Processed product in which no ProQuest error has occurred
- Video Tapes, cassette tapes, CDs, etc. in which no ProQuest error has occurred
- Products that have pre-paid to the publisher in which no ProQuest error has occurred
- Product purchased as non-returnable to the publisher in which no ProQuest error has occurred
- Returns requested outside of the 60-day time parameter
- iFound products
- All European titles ordered on a ProQuest Nijhoff International account in which no ProQuest error has occurred

Shortages, missing books/disks, and/or mixed media products will only be credited if reported to Customer Service within 60 days from invoice date.

Approval Returns Policy

Given ProQuest's book-in-hand selection methodology, profile changes can be implemented immediately, ensuring that return rates are kept low. An average return rate for research libraries is two to three percent. Since budgets and other circumstances for academic libraries can vary so widely today, we do not set an "acceptable" return rate. It is rare for a ProQuest customer to have an approval return rate above five percent.

(continued) 1. Detail the contractor's return policy.

Approval Plan Returns are allowed without permission if within 120 days of invoice date and if the book is in re-saleable condition (not damaged, not processed). A copy of the original invoice, a copy of the Approval Slip, and an explanation for the return must accompany the returned product to ensure proper credit is issued.

For processed books, we only accept returns if our error. Approval is required by the Customer Service Department and we will credit cataloging and processing and sale price. The dedicated Standing Orders team are available to deal with any publication queries by phone, email, and post.

G. Invoicing & Payment- Describe the services being offered, including but not limited to:

1. Invoice Delivery Methods

Invoices for print books are included in the box to which they apply. Invoices are also available in OASIS, where they can be viewed at any time. We have a tremendous amount of flexibility around tailoring invoices to individual institution needs.

As standard practice, two copies of each invoice are provided with each shipment.

- Invoice address (bill to address) and shipping address
- Customer purchase order number
- Customer account number
- Title, Author, ISBN/ISSN
- Quantity (number of copies for each title)
- Publisher list, Customer discount, Unit price, and Net price
- Library assigned fund code for each item billed
- Sierra order record number
- Freight Charges (if freight charges are applicable, they will be listed on the invoice)
- Clearly labeled charges for processing services, such as lamination
- Indication for which titles are "non-returnable"
- Total of all discounted prices with shipping costs totaled with each shipment

OASIS also fully supports Alma integration, including the exchange of invoice data with Alma.

2. Payment Methods

ProQuest accepts payment by check, credit card, and wire transfer.

3. Ability to tailor invoices to individual institution needs

We have the ability to sort invoices by PO, Fund Code, Discount/Non-Discount, Location Code, or Loan Type. We can include value added charges at an item by item level or in their own separate consolidated invoice, and we can consolidate invoices on a customer-preferred schedule.

H. Additional Services- Describe the services being offered, including but not limited to:

1. Cataloging

ProQuest provides a full range of processing and cataloging services. Our team of experienced in-house staff will work with VASCUPP members to ensure that their cataloging specifications are precisely applied.

Our systems and procedures support the provision of MARC-tagged order and invoice records directly from OASIS, as well as the provision of full MARC records, in either Dewey or LC, with the delivery of each monograph. ProQuest supplies MARC records for electronic books. Provisional records can be provided for each item at the order stage and/or at the shelf-ready stage.

Because our catalogers have MLS degrees, almost any cataloging requirement can be met. Our experienced technical services team provides part, or full, shelf-ready books as required. Our MARC records are derived from authoritative sources, augmented in-house as necessary by our professionally-qualified catalogers. Where we find no record, catalogers create one in-house, book in hand. Cataloging, like processing, is diligently completed according to individual libraries' detailed—and often customized—specifications.

We offer various levels of cataloging to suit libraries' specific needs. The library can choose what level of record it wishes to acquire from ProQuest:

- **MARC records (Derived, Generic)**—Records are derived from commercially available sources. Records are not modified in any way and are provided for only those items on which we achieve a match on the bibliographic database. Search strategies used: ISBN, Title.
- **MARC records (Derived, with CIP Upgrade)**—Records are derived from commercially available sources as listed above. Records are brought up to FULL AACR2/RDA/MARC 21/ISBD standards to correspond with book in hand.
- **Customized MARC (Derived)**—Records are derived from commercially available sources as listed above and modified to meet the library's specifications. This may include adding necessary local fields or location codes, assignment of unique call numbers (shelf-listing), and scanning of barcode numbers. Only records where derived copy is available are provided.
- **Customized MARC (Original)**—ProQuest catalogers will provide original cataloging for any item for which derived records are not available. This is done to individual customer specifications.

2. Shelf-ready

ProQuest provides a full range of processing and cataloging services. We will be happy to work directly with you to match your specifications for shelf-ready services and product a cost-effective package for those services.

At initial setup of the account and no less than every 24 months, ProQuest reviews all Shelf Ready and Cataloging Services specifications with each customer to ensure complete alignment to all physical and metadata requirements. All items go through several layers of inspection prior to packing to ensure any avoidable errors are minimized.

(continued) 2. Shelf-ready

We offer over 100 different processing options, and these can be customized to meet a library's exact processing specifications. Examples of customizations include label placement and font type and size on labels. For example, we could apply a library-supplied book plate, identification stamp, spine label with protective strip, barcode, and security strip.

ProQuest can retain and/or process dust jackets for designated categories of materials. Our process is to insert a routing slip into each book that provides order information such as category of material, fund code, or special instructions. This information can be used by the processing team to determine whether dust jackets/protectors should be applied. If dust jackets are retained, we can apply labels to both the book and the dust jacket as requested by the library. We can include dust jackets with the book shipments.

3. Other

ProQuest offers VASCUPP member libraries the assistance of both a Collection & Workflow Consultant (CWC) and our New Titles team.

A Collection & Workflow Consultant (CWC) will work closely with libraries to define the exact parameters of all collection plans, ensuring that each plan has the specificity required. These profiles are visible to the library and are our sets of instructions to deliver desired content in the format and method specified for each subject area. Our plans can be developed using a variety of criteria, including Library of Congress Classification, interdisciplinary topics, awards, formats, publishers, languages, geographic coverage, sets and series designations, book type, readership level, genre, price, format hierarchies, and customized format wait periods. Content is deduplicated against other formats of the title and your OASIS holdings.

Our New Titles team monitors locates and evaluates titles that are potentially of interest to ProQuest customers, using a wide range of tools, systems, and resources: publisher websites, feeds, ABIs, and/or customized reports; OASIS, iPage, Nielsen, Books in Print, and Amazon; media sources, including podcasts, blogs, book review sources, radio programs, etc. (Chronicle of Higher Education, ACRL Choice, NPR, Washington Post, and Literary Hub are a few examples of those consulted on a regular and ongoing basis). Titles identified as being of interest are then added to OASIS for ordering and become available for collection plans.

I. Customer Service

1. Describe the availability and experience of staff designated to respond to customer service inquiries. Include average timelines and mechanisms for responding to inquiries.

We offer continuous, 24-hour support from 8:00 p.m. Sunday-6:00 p.m. Friday (ET), and from 10:00 a.m. to 2:00 p.m. Saturday and Sunday (ET). Our support center is open 365 days a year, and can be reached three different ways:

- Online at support.proquest.com
 - A contact form is available (click "Contact Support"), and we also offer live chat
- By phone (800-889-3358)
- Via email (tsupport@proquest.com)

Libraries can submit support requests or questions 24 hours a day via email. Most often, we are able to respond the same day.

2. Describe mechanism for escalating issues.

The ProQuest Support Center (<http://support.proquest.com/>) makes it simple to submit a case, track all support cases, directly communicate with the case owner, and escalate a case as needed. It also includes a comprehensive knowledgebase, organized to quickly access documentation, answers, and FAQs across most of our products and services, facilitating a more self-serve support experience.

J. Vendor Catalog and Order System- Describe the services being offered, including but not limited to:

1. System Functionality

a. Searching

OASIS offers both basic and advanced search options. The simple search form searches all titles by keyword.

Using the advanced search form, users can filter selections by:

- Keyword (syntax)
- Date Range Options
- Readership levels
- Classification Options & Drilling Down
- Subject Headings & Interdisciplinary Subjects
- Language & Country
- Edition Preferences
- Saved Searches

Multiple options can be selected in order to further narrow down search results, such as combining keyword, date range, and classification into a single search.

b. Requests

i. Selectors/liaison librarians

Slips, or slip notifications, are new title notifications that appear in OASIS based on profile criteria for individual library selectors. ProQuest can supply new title notifications online through OASIS, or via email to staff or academic selectors, with a recommend/reject link going back to the selector.

The system delivers slip notifications to OASIS user accounts based on routings designated in these profiles, with appropriate fund and location codes already assigned from the profile. Subject selectors can review these titles in their OASIS user account, organized into weekly folders.

For each title, selectors see complete title metadata, including LC Subject Headings, readership level, and series information, as well as a description and a link out to WorldCat. Selectors can check the status of the title to see any other action on the title, as well as why the title matched on a given profile. Users can also see other formats of the title, including print formats and ebook platforms and licenses available.

(continued) i. Selectors/liaison librarians

Because ProQuest has most likely handled the title with book-in-hand, and done approval cataloging, the bibliographic data you see in the title detail on OASIS not only matches your profile, it has already been vetted by our catalogers and selectors.

ii. Academic faculty

At each member library's option, faculty can be given the same selector functionality in OASIS as other selectors. They can then take full advantage of the selection workflow detailed in our response to "1-b-i," above.

a) Order Placement

Each library can transmit orders directly through OASIS or its library management system. ProQuest supports the most current EDI standards and works with virtually all library management system suppliers to continuously improve the integration of our services with systems.

When placing an order online, whether it is as a slip, firm order, or as a standing order, a Check Status note will appear in the title information, letting the user know that it has either already been supplied or is being considered for supply (e.g., already on someone's saved list, has been sent as a slip). We can also include library holdings in OASIS as a trigger for Check Status treatment.

b) Methods for authenticating users (i.e., user name/password, LDAP, Shibboleth)

OASIS users are authenticated via a username and password.

2. Ability to interface with third-party library systems

ProQuest supports the most current EDI standards and works with virtually all library management system suppliers to continuously improve the integration of our services with systems.

3. Customization

a. For administrators

We have incorporated many opportunities for users to customize the OASIS interface to suit their work style and limit the number of clicks involved in any operation. VASCUPP libraries can also have customized drop-down options for fields in OASIS Order Info, or add new fields that are relevant for their own workflow.

Order Info in OASIS can be configured so that the selection or order cannot proceed to the next step unless all of the required fields are filled in. When a title is missing required information, it will appear back on the list with a message indicating what information is missing (e.g., Fund and Holding Code fields are required).

Additionally, Order Info can be customized so that each selector only sees order details that are relevant to them. For example, a biology selector would see "BIO" in the fund and the corresponding choices for location, such as "Undergrad Lib" and "Grad Lib."

b. For selectors

ProQuest creates customized collection profiles for each customer in order to accommodate desired combinations of approval books, slip notifications, and DDA plans across all disciplines, with complex print and ebook combinations possible. Collection profiles are created in consultation with individual subject selectors or other designated library staff.

4. Collection development tools

ProQuest Collection & Workflow Consultants (CWC) can provide start-to-finish, hands-on strategy for each library's collection development. CWCs at ProQuest work collaboratively with librarians to build profiles for book approvals, new title notifications, and print and ebook DDA—and plans that best meet a library's book collection goals and budgets. We also offer Curated Topics, also provided in consultation with each library.

By combining their industry expertise with ProQuest technology and library input, CWCs can recommend the right book acquisition models and workflows that help librarians build collections that are relevant for their patrons.

5. Reporting

OASIS enables libraries to view order and status information online, and to run reports on demand as often as needed.

Each library can generate numerous reports on OASIS, all of which have been designed with considerable customer input. There are a range of parameters to choose from including Approval, Standing Orders, Firm, or All order types. Reports are promptly emailed to the requestor in Excel format, allowing the library to easily manipulate the data.

In addition to these reports, all outputs on OASIS can be downloaded into Excel, including book lists from new title notifications, search results from order history, and outputs from the standing orders database.

(continued) 5. Reporting

Within the Management Reports section of OASIS, library staff can create the following reports:

REPORT	DESCRIPTION
ProQuest Approval Center Coverage	Details the total number and value of titles treated by selected ProQuest Approval Centers
Books and Slips Comparative	This customer specific report compares the number of Books and Slips sent against total ProQuest Approval/Slip Plan output, by classification.
Purchases by Classification	Provides an analysis of purchases by LC or Dewey classification. Gives totals shipped, returned and acquired by quantity, percentage and cost (invoiced price). A choice of report by statistical summary or title detail is available. This report also summarizes open orders and financial encumbrance (commitment).
Purchases by Fund	Provides an analysis of purchases by library fund (if provided to ProQuest). Gives totals shipped, returned and acquired by quantity, percentage and cost (invoiced price). A choice of report by statistical summary or title detail is available. This report also summarizes open orders and financial encumbrance (commitment).
Purchases by Publisher	Provides details of the number of titles purchased from individual publishers for Approval Plans.
Purchases by Interdisciplinary and Geographical Studies	Provides an analysis of purchases by interdisciplinary subject terms assigned by ProQuest selectors, such as Aboriginal/Native Studies, African American Studies, or Environmental Studies. Gives totals for books shipped and returned, with net totals for quantity acquired and cost, plus average net price per book. A choice of summary report or title detail report is offered. This report also summarizes financial encumbrance from open orders.
Profiles	This allows you to print a copy of your current Book or Slip profiles.

Additionally, library users can run custom reports by downloading an Excel file with multiple data columns from any title list.

K. Set up and implementation- Describe the proposed implementation plan, including but not limited to:

1. Typical implementation timeline and proposed project plan

Upon notification of intent to award, the parties will promptly commence contract negotiations. As soon as the contract is signed (Day 1), this project begins immediately.

Next, we generate a timeline for implementation. Following, we have provided a sample 30-day timeline.

(continued) 1. Typical implementation timeline and proposed project plan

MILESTONE	TIMETABLE
Contract signed	Day 1
ProQuest schedules conference call with library	By Day 7
ProQuest receives libraries' information	Day 14
A variety of activities: <ul style="list-style-type: none"> • ProQuest creates appropriate system information for new libraries • ProQuest creates order and contract • ProQuest links libraries to content • ProQuest performs profile customization, assists with branding, etc. as necessary 	In between days 14 and 30
ProQuest creates test account, allowing libraries to view setup and statistics	Day 21
Library approves setup	Day 23
ProQuest completes setup	Day 30

2. Institutional level staff roles necessary for implementation

While this varies based on a number of factors, because we are proposing a web-based platform, OASIS, local staff requirements during implementation are not generally extensive.

3. Approximate number of staff hours, broken down by staff role, necessary for implementation

It is not possible to provide this estimate.

4. Contractor support during the implementation process

From evaluation to implementation to ongoing partnership, we are here to help VASCUPP member libraries transition to ProQuest. We have extensive experience transitioning customers similar in size and scope to VASCUPP from other information providers, as well as a longstanding relationship with several VASCUPP member institutions, and we will support you every step of the way. We do not anticipate any issues in meeting your start date.

The experience of our traditional support staff will be available to ease your transition. We maintain an experienced Electronic Technical Support Department which will be available to ensure a smooth transition. Our technicians have, on average, over four years of product experience and six years of technical/customer support experience. Staff experience also includes various technical certifications and/or degrees in Computer Science or Information Systems.

5. Best practice recommendations for implementations

VASCUPP member institutions who are already using OASIS will not need any additional implementation—a significant benefit of retaining ProQuest as their provider of monographic services. For libraries that are not current OASIS customers, we recommend that they prepare a list of library staff and administrators who will be accessing OASIS, as well as consider the customizations and specifications they will need to communicate to us during implementation.

L. Training and Documentation

1. Describe available documentation for user support and system administration and provide copies for review if requested. Description of documentation should include type of documentation (e.g., HTML, PDF, or Excel documents) and whether freely available to all users or restricted to local library administrators.

We maintain a wealth of information designed to help staff and end users. They can find much of it through the Tools & Resources section of our website; a link has been provided on our HLC landing page. The page offers links to a number of resources, including the following.

YouTube Screencasts

We provide short “how to...” video clips in various playlists on the ProQuest Training channel (which we have linked to on the HLC landing page).

LibGuides

LibGuides provide a consistent and now-familiar format for presenting database facts, search examples, tips, and product education, all of which can be copied, edited, customized, and reused for different types of libraries and their constituents. The ProQuest LibGuides home page enables browsing by subject group or to identify featured or popular content and view recent updates or additions to our LibGuides.

Our Training and Consulting Partners have developed Product Education tabs on many of our LibGuides which provide easy access to a variety of education materials, including e-learning sessions, previously recorded webinars, train-the-trainer resources, and links to ProQuest Support Center articles. Not only is it easy to locate relevant LibGuides, but a librarian or frequent searcher can setup an email alert for notification when a LibGuide is updated with new content, or links to other pertinent materials such as the webinars and YouTube playlists.

Pre-Recorded Webinars

Previously recorded webinars (which can be paused, fast-forwarded, and rewind) serve as instant tutorials available at any time. These are available at www.proquest.com/go/webinars.

2. Describe on-site training sessions taught by contractor personnel available to librarians and other staff at each VASCUPP institution (specify any associated charges in Section X. Pricing Schedule).

We can offer onsite sessions at VASCUPP’s location, and we will customize the sessions to address your learning your needs. One of our Training and Consulting Partners will work with you to assess your training needs and collaboratively engage with you to design, develop, and deliver a customized education plan that includes support and self-service learning materials. We develop specific sessions for end users, faculty, or librarians, and offer train-the-trainer sessions as well. Presentations are demonstration-style but offer the option of hands-on live access to all products and services (provided that necessary equipment and facilities are available at your site).

Onsite trainings vary in length but last a minimum of 60 minutes. We are responsible for the preparation of training materials and for travel and accommodation costs for our staff. You are responsible for partnering with your Training and Consulting Partner to identify your training needs or opportunities, inviting and organizing the trainees, reserving the training room, and ensuring appropriate equipment is available.

3. Describe online training sessions taught by contractor personnel available to librarians and other staff at VASCUPP institutions (specify any associated charges in Section X. Pricing Schedule).

We offer online sessions through web conferencing software (WebEx). Just as with onsite sessions, we can customize these sessions to meet specific learning needs and address specific ProQuest services, and one of our Training and Consulting Partners will consult with VASCUPP to ensure those needs are met. We give participants ample opportunity to ask questions, through online chat and/or a toll-free conference call line. Online sessions rarely exceed 60 minutes.

We can schedule these sessions by request on an as-needed basis or set up a program with a dedicated web page that lists, for example, a monthly schedule of sessions and access information. VASCUPP can then share the web page within your organization. This is a convenient and effective way to deliver training, whether for two or 200 attendees.

When large numbers of participants are expected, we supply at least one additional trainer to help manage questions from the audience. We do not limit the number of attendees or the number of online sessions we offer; a precise number or range of online sessions can be agreed upon during negotiations.

M. Trial and Samples

1. The Contractor shall provide VASCUPP members trial access to applicable systems.

Trial access to our OASIS platform is available using the following credentials:

- **URL:** <https://oasis.proquest.com/>
- **Username:** smith2LB
- **Password:** bvt005

2. The Contractor shall provide samples of the following:

a. Packing slip

We have attached a sample invoice (packing slip) for your review.

b. Invoice

A sample invoice is attached.

c. MARC record file

A sample MARC record file is attached.

d. Spine label

We have attached a sample spine label.



ProQuest LLC (Courtts Information Services Division)
 789 E EISENHOWER PARKWAY, ANN ARBOR MI 48106-1346, USA
 TEL: 1-855-260-1901 E-MAIL: CourttsCustomerService@proquest.com

DELIVERY NOTE

Please quote details below in case of inquiry

I-10359161

*Fed ID: [REDACTED]
 ENVELOPE: 3325626

ACCOUNT NO INVOICE DATE INVOICE NO PAYMENT TERMS DUE DATE CURRENCY PAGE NO
 12-Sep-2017 I-10359161 NET 30 Australian Dollar 12-Oct-2017 Page 1 of 2

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CUST ORDER No/REF	ISBN TITLE	AUTHOR	QUANTITY	LIST PRICE	UNIT PRICE	NET PRICE
20783598 snmp	9780729542548 Harvard'S Nursing Guide to Drugs 10th Edition Location Code: bris Edition: 0010 This title is non-returnable	Tiziani, Adriana	1	76.35 AUD	61.46	61.46
20783599 snmp	9780729542548 Harvard'S Nursing Guide to Drugs 10th Edition Location Code: bris Edition: 0010 This title is non-returnable	Tiziani, Adriana	2	76.35 AUD	61.46	122.92
20747288 soed	9781925360240 Mrs Whitlam / Bruce Pascoe Location Code: bris This title is non-returnable	Pascoe, Bruce, 1947- author.	1	15.45 AUD	12.44	12.44
20780621 soed	9780195567212 Teaching & communicating : rethinking professional experiences / edited by Location Code: bris This title is non-returnable	Pascoe, Bruce, 1947- author.	1	56.35 AUD	45.36	45.36
						2.58
						4.00
						5.16
						4.00
						2.58
						4.00
						45.36
						2.58
						4.00



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 12-Sep-2017 I-10359161 NET 30 12-Oct-2017 Australian Dollar Page 2 of 2

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CUST ORDER No/REF	ISBN TITLE	AUTHOR	QUANTITY	LIST PRICE	UNIT PRICE	NET PRICE
20747327 seed	9781760152857 Within these walls / Robyn Bavati Location Code: bris This title is non-returnable	Bavati, Robyn, author.	1	15.45 AUD	12.44	12.44
		Processing				2.58
		Cataloguing - Customized				4.00

Subtotal 290.10
 Australian GST 98 331 366 081 27.46

Invoice Total (AUD) 317.56

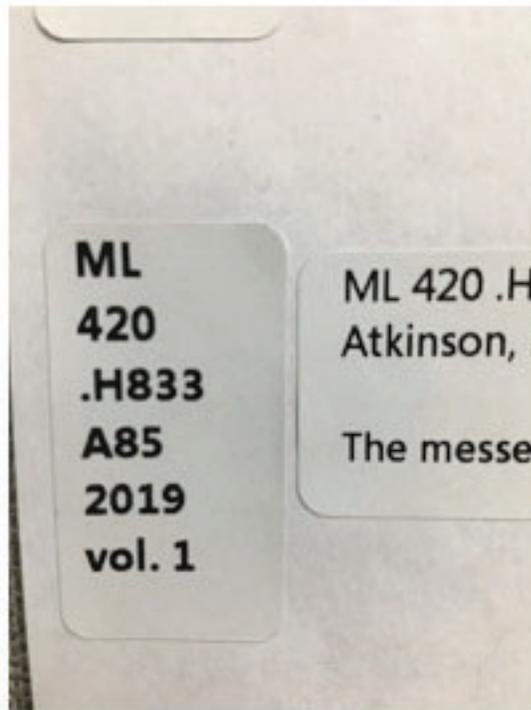
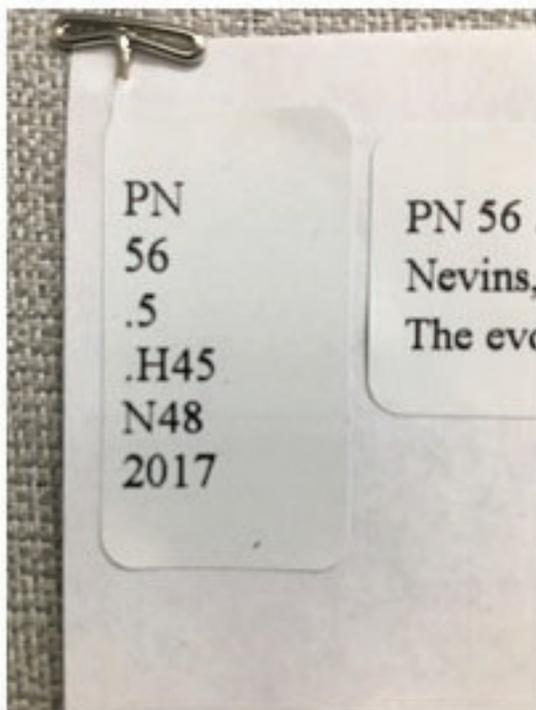
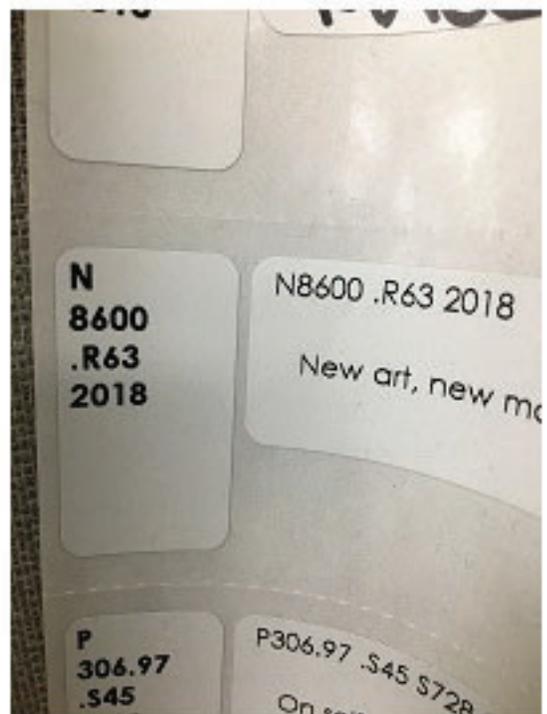
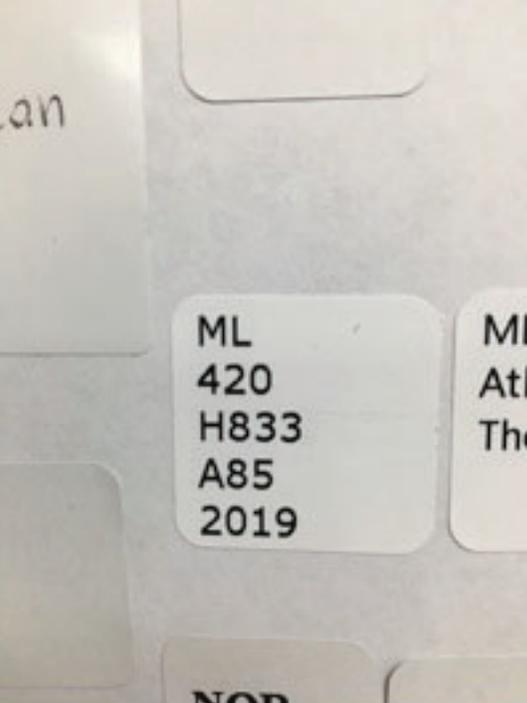
p.36

Please Contact Your Customer Service Rep to Arrange For Returns

All book returns to the following address:
 ProQuest LLC
 7309 INNOVATION BLVD
 FORT WAYNE, IN 46818 USA

Wire instructions

Bank of America Level 37, Governor Philip Tower 1 Farrer Place Sydney NSW 2000 Australia
 SWIFT Code: BOFAUSXX For the account of: ProQuest LLC Account No: 16363019
 BSB: 232001 Beneficiary Bank BIC: BOFAUSXX Intermediary Bank BIS: BOFAUS3N
 Please send remittance and inquiries to cashoffice@proquest.com



Commonwealth of Virginia, James Madison University RFP# LBS-1072 for Monographic Services
ProQuest Exceptions

**All ProQuest Exceptions have been addressed within the Negotiation Summary
of this contract document.**

License Agreement consists of:
ProQuest Customer Order Form
Terms and Conditions 07/17/2017
Addenda (if applicable)

Initially proposed Proquest license replaced with a revised negotiated license at the beginning of the contract document



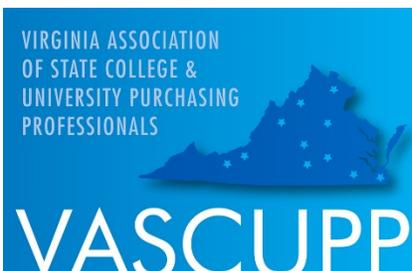


Request for Proposal

RFP# LBS-1072

Monographic Services

January 30, 2020



REQUEST FOR PROPOSAL
RFP# LBS-1072

Issue Date: January 30, 2020
Title: Monographic Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on March 4, 2020 for Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: LeeAnne Beatty Smith, Buyer Senior, Procurement Services, smith2LB@jmu.edu, 540-568-7523, not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

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

Name and Address of Firm: _____
By: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____ Title: _____

Web Address: _____ Phone: _____

Email: _____ Fax #: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:
 YES; NO; *IF YES* ⇒⇒ SMALL; WOMAN; MINORITY ***IF MINORITY*** AA; HA; AsA; NW; Micro

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.

REQUEST FOR PROPOSAL

RFP # LBS-1072

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Monographic Services as needed at any of the eleven (11) Commonwealth of Virginia institutions of higher education known as the Virginia Association of State and College University Purchasing Professionals (“VASCUPP”). Initial contract shall be for three (3) years with an option to renew for two (2) additional three-year periods.

II. BACKGROUND

The Virginia Association of State College and University Purchasing Professionals (VASCUPP) is an association of eleven (11) public higher education member institutions. One initiative of VASCUPP is to identify cooperative procurement opportunities and through competitive negotiations subsequently establish contracts in accordance with the Code of Virginia and the Commonwealth of Virginia’s Purchasing Manual for Institutions of Higher Education and Their Vendors. All VASCUPP members enjoy the benefits derived from increased economies of scale, resulting in lower prices and reduced administrative cost and effort. More information can be found at <https://vascupp.org/index.php>. This solicitation is issued and will be negotiated on behalf of all VASCUPP member institutions. James Madison University is serving as the lead institution and signatory on this solicitation and any resulting award(s).

Current VASCUPP contracts for monographic services were awarded in 2014 and have a final expiration date of January 28, 2021. These contracts specify a discount structure that is determined annually by the previous year’s collective contract spend of VASCUPP schools and all other Virginia higher education institutions that use the contact cooperatively.

The approximate collective contract spend for the past four (4) calendar years is as follows:

	2016	2017	2018	2019
Approvals *	\$4,281,74	\$3,884,345	\$3,544,160	\$3,569,803
Standing Orders/ Continuations *	\$545,029	\$545,320	\$424,163	\$366,199
Firm Orders *	\$1,999,372	\$1,847,336	\$1,953,953	\$1,703,822
Other acquisition models of e-resources	\$871,819	\$723,467	\$514,994	\$546,621
Services (Shelf-Ready, Processing, Other)	\$372,115	\$301,051	\$267,666	\$296,507
Total	\$8,069,075	\$7,301,519	\$6,704,936	\$6,482,952

*Spend includes print and eBook

The following paragraphs provide background information on individual VASCUPP institutions.

George Mason University

George Mason University (GMU) is a public research university located in Northern Virginia. The University is a Carnegie Research 1 (R1) institution with an enrollment of over 38,000 students studying in over 200-degree programs. The University employs approximately 7,177 full-time and part-time faculty and staff. GMU Libraries has locations on the main Fairfax campus, as well as the Arlington and Prince William campuses. GMU Libraries currently uses Ex Libris Alma library service and Primo discovery layer. GMU Libraries purchases electronic and print monographs through firm orders, approval plans, and standing orders. GMU Libraries does not currently have a local DDA or EBA program in place.

James Madison University

James Madison University (JMU) is a comprehensive university in Harrisonburg, Virginia, that is part of the statewide system of public higher education in the Commonwealth. The university offers programs on the bachelor's, master's and doctoral levels with its primary emphasis on the undergraduate student. JMU's current enrollment is approximately 22,000 full and part-time students. The University employs approximately 4,000 faculty and staff. Currently, JMU purchases electronic and print monographs through both firm order and approval plans and has a local Demand Driven Acquisition eBook program in place. JMU currently utilizes Sierra's Innovative Interfaces as its integrated library system but is migrating to Ex Libris' Alma in July 2020.

Longwood University

Founded in 1839 and located in the historic two-college community of Farmville, Longwood is a public 4-year institution and part of the proud tradition of higher education in the Commonwealth of Virginia. Longwood has a strong liberal arts foundation offering more than 100 majors, minors, and concentrations in the arts and sciences, business, education, and nursing. Graduate programs include business, communication sciences and disorders, education, English, and sociology. Current enrollment is 5,864 students from 38 states and 20 foreign countries. Currently, Longwood purchases electronic and print monographs through firm orders. Longwood currently utilizes Innovative Interfaces' Sierra as its integrated library system.

Old Dominion University

Old Dominion University (ODU) is a state-supported metropolitan public research institution located in Norfolk, Virginia. The University offers 156 degree programs. Of these, 91 are Bachelor programs, 41 are Master programs, 22 are Doctoral programs, and two are Educational Specialist degrees. Total enrollment is 24,176. Students attend both full and part time, on and off campus. The University employs approximately 901 faculty members, 546 administrators & professional faculty, 1,053 classified employees, and 562 part time employees. ODU has three approval plans: a combination print and electronic preferred book plan; a second for Art print titles; and a third for Music scores. ODU implemented a DDA eBook program in August 2012, and a print DDA program in October 2017.

Radford University

Radford University (RU) is a comprehensive university and has campuses in Radford and Roanoke (Radford University Carilion), Virginia, that is part of the statewide system of public higher

education in the Commonwealth. The university offers programs on the bachelor's, master's and doctoral levels with its primary emphasis on the undergraduate student. RU's current enrollment is approximately 11,870 full and part-time students. The University employs approximately 1,420 full-time and part-time faculty and staff. Currently, RU purchases electronic and print monographs through both firm order and approval plans. RU has a Demand Driven Acquisition eBook program for all academic departments. RU uses OCLC's WorldShare Management Services (WMS) as its integrated library system.

University of Mary Washington

The University of Mary Washington (UMW) is a coeducational, state-supported institution of the Commonwealth of Virginia enrolling approximately 5,000 undergraduate and graduate students and employing around 1,000 faculty and staff. The institution consists of three colleges, Arts and Sciences, Business, and Education and offers programs at the bachelor's and master's levels. UMW purchases print and electronic monographs through firm orders and an approval plan. UMW is currently piloting a demand-driven eBook acquisition program and plans to expand it in the near future. Since 2017, UMW has used Ex Libris' Alma as its integrated library system.

University of Virginia

The University of Virginia (UVA) is a comprehensive university in Charlottesville, Virginia. The 25,000 plus students attending the University work within a true meritocracy and live by an Honor Code unique among American universities. Each student is exposed to the widest spectrum of disciplines – from arts and athletics to humanities and technology. Our students also enjoy a unique connection to the world beyond college through the University's outstanding professional training, exemplified by its nationally ranked schools of Law, Business, and Medicine. UVA currently has over 15,000 permanent University faculty and staff that are committed to serving both the local and national community. UVA also has approval plans for both print and electronic materials.

Virginia Commonwealth University

Virginia Commonwealth University (VCU) enrolls 32,000 students and is classified by Carnegie as Research University (very high research activity). VCU offers 42 doctoral, 70 master's, 3 professional, and 68 baccalaureate degree programs. Sponsored research funding totals \$310 million. Libraries at VCU--the James Branch Cabell Library on the Monroe Park Campus and the Tompkins-McCaw Library for the Health Sciences on the MCV campus--employ 68 professionals and 85 support staff. Ex Libris Alma library services platform and Primo discovery service are utilized by the Libraries. The Libraries purchase monographs through several approval plans (general academic, health sciences, art exhibition catalogs, and foreign language plans), by firm order, evidence-based acquisition, and by standing order. Over the past few years, VCU Libraries has transitioned to DRM-free eBook as the preferred format for most subject areas. The Libraries remain committed to print collections in the arts and humanities.

Virginia Military Institute

Virginia Military Institute (VMI) is an undergraduate liberal arts college with a strong STEM component in Lexington, Virginia, that is part of the statewide system of public higher education in the Commonwealth. VMI's current enrollment is approximately 1,700 full-time students. VMI purchases print monographs through firm orders. VMI purchases electronic monographs via firm orders, Demand/Patron-Driven Acquisition and Evidence-Based Acquisition eBook programs. Currently, VMI provides patron access to a large collection of electronic monographs through a subscription service.

Virginia Tech

Virginia Polytechnic Institute and State University, or Virginia Tech (VT), is a comprehensive public land-grant university with the main campus located in Blacksburg, Virginia. VT has one of the largest numbers of degree offerings in Virginia, enrolling over 35,000 on- and off-campus students taught by some 2,000 full and part-time faculty. The primary portion of VT's approval plan is e-only; there are also small print approval plans targeted towards award-winning books and new works by Virginia Tech authors. In addition, VT maintains a DDA program covering works in Humanities & Social Sciences as well as those in the STEM-H disciplines.

William and Mary

William & Mary (W&M) is a medium-sized doctoral institution and part of the Commonwealth of Virginia higher education system of colleges and universities. The university enrolls 8,773 students who are involved in undergraduate and graduate programs in the arts & sciences, as well as programs at our four graduate/professional schools: Business, Education, Law, and the Virginia Institute of Marine Science. There are 2,790 full and part-time faculty and staff to support the curricular mission of the university. William & Mary Libraries use Ex Libris Alma & Primo as their library services platform and discovery layer. Currently, the libraries have a general academic print approval plan and a few smaller plans focusing on W&M authors, award-winners, and titles from select review sources. DDA and EBA plans are utilized by the libraries to acquire eBooks from a variety of suppliers. Monographs are also acquired via standing orders and through firm and rush orders upon request by faculty, librarians, and students.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

VASCUPP seeks a Contractor to provide print and electronic monographic services. Offerors shall describe in detail their approach to each of the following items:

A. Scope of Service- Describe the services being offered, including but not limited to:

1. Firm orders on a one-time basis
2. Approval orders according to profiles established by each institution
3. Standing orders
 - a. Numbered monographic series
 - b. Unnumbered monographic series
 - c. Volume sets issued over a period of time

4. Rush orders
5. Demand-Driven or Patron-Driven
6. Evidence-based Acquisition
7. Other

B. Materials Covered- Describe the materials being offered, including but not limited to:

1. Format
 - a. Print
 - i. Cloth
 - ii. Paper
 - b. Electronic
 - i. Single user
 - ii. Multiple users
 - iii. Licensing
 - iv. Notification of access
 - c. Media
 - i. DVD
 - ii. CD
 - iii. Streaming
 - a) Local
 - b) Hosted
2. Subject coverage
3. Geographic area
4. Language
5. Publisher type
6. Describe any barriers to providing access to eBook content or metadata from competitive publishers.

C. Ordering

1. Describe all possible methods and workflows available for selection and ordering of materials, i.e., through vendor system, upload or Edifact transfer of orders from library system, API integration with library services platform, etc.

D. Fulfillment and Delivery- Describe possible mechanisms and workflows available for fulfillment of orders and delivery of materials, including:

1. Fulfillment Rates
 - a. Percentage of orders filled
 - b. Average delivery time
2. Shipping method
3. Packaging
 - a. Packaging method and materials
 - b. Ability to limit weight and size of boxes
 - c. Packing slips
4. Ability to tailor shipments to individual institution needs
5. Ability to check library holdings for duplicate orders.

E. Claims & Cancellations

1. Describe all possible methods and workflows available for claiming of materials (through vendor system, via email, vendor-initiated, etc.). Include proposed timelines for claim notifications and cancellations, both vendor and library initiated.

F. Returns

1. Detail the contractor's return policy.

G. Invoicing & Payment- Describe the services being offered, including but not limited to:

1. Invoice Delivery Methods
2. Payment Methods
3. Ability to tailor invoices to individual institution needs

H. Additional Services- Describe the services being offered, including but not limited to:

1. Cataloging
2. Shelf-ready

3. Other

I. Customer Service

1. Describe the availability and experience of staff designated to respond to customer service inquiries. Include average timelines and mechanisms for responding to inquiries.
2. Describe mechanism for escalating issues.

J. Vendor Catalog and Order System- Describe the services being offered, including but not limited to:

1. System Functionality
 - a. Searching
 - b. Requests
 - i. Selectors/liaison librarians
 - ii. Academic faculty
 - a) Order Placement
 - b) Methods for authenticating users (i.e., user name/password, LDAP, Shibboleth)
2. Ability to interface with third-party library systems
3. Customization
 - a. For administrators
 - b. For selectors
4. Collection development tools
5. Reporting

K. Set up and implementation- Describe the proposed implementation plan, including but not limited to:

1. Typical implementation timeline and proposed project plan
2. Institutional level staff roles necessary for implementation
3. Approximate number of staff hours, broken down by staff role, necessary for implementation
4. Contractor support during the implementation process
5. Best practice recommendations for implementations

L. Training and Documentation

1. Describe available documentation for user support and system administration and provide copies for review if requested. Description of documentation should include type of documentation (e.g., HTML, PDF, or Excel documents) and whether freely available to all users or restricted to local library administrators.
2. Describe on-site training sessions taught by contractor personnel available to librarians and other staff at each VASCUPP institution (specify any associated charges in Section X. Pricing Schedule).
3. Describe online training sessions taught by contractor personnel available to librarians and other staff at VASCUPP institutions (specify any associated charges in Section X. Pricing Schedule).

M. Trial and Samples

1. The Contractor shall provide VASCUPP members trial access to applicable systems.
2. The Contractor shall provide samples of the following:
 - a. Packing slip
 - b. Invoice
 - c. MARC record file
 - d. Spine label

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of offeror's proposal.

1. RFP Response: In order to be considered for selection, the **offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and two (2) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover.

The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. Proposal Preparation
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not

automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror' proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to VASCUPP. This provides an opportunity for the offeror to clarify or elaborate on the proposal. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of VASCUPP and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that VASCUPP may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a

requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.

6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

Proposals shall be evaluated by VASCUPP using the following criteria:

1. Quality of products/services offered and suitability for intended purposes
2. Qualifications and experience of offeror in providing the goods/services
3. Specific plans or methodology to be used to perform the services
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses
5. Cost

Allocation of points for evaluation criteria will be published to the eVA solicitation posting prior to the closing date and time.

- B. **AWARD TO MULTIPLE OFFERORS**: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- C. **AWARD OF CONTRACT**: Award of a contract to perform services as described in this RFP does not obligate VASCUPP schools to use the contract and individual VASCUPP institutions will have the option of utilizing or not utilizing a particular contractor that has been awarded a contract.

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. Above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing

Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:

- a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- Z. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- AA. TRANSPORTATION AND PACKAGING: By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VIII. SPECIAL TERMS AND CONDITIONS

- A. **AUDIT:** The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. **CANCELLATION OF CONTRACT:** James Madison University 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.
- C. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time
Street or Box No.	RFP #	
City, State, Zip Code	RFP Title	

Name of Purchasing Officer: _____

The envelope should be addressed as directed on the title page of the solicitation.

The offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non-responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. **UNDERSTANDING OF REQUIREMENTS:** It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this

solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.

- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for two (2) successive three year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty-day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals

required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSBD-certified small businesses. This shall not exclude SBSBD-certified women-owned and minority-owned businesses when they have received SBSBD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSBD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-

certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON UNIVERSITY PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the James Madison University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, the University reserves the right to approve or disapprove any contract employee that will work on University property. Disapproval by the University will solely apply to University property and should have no bearing on the Contractor's employment of an individual outside of this contract.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly

introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that VASCUPP (or a singular VASCUPP member) has purchased or uses any of its products or services, and the contractor shall not include VASCUPP (or a singular VASCUPP member) in any client list in advertising and promotional materials without the express written consent of the University.
- Q. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- R. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

IX. METHOD OF PAYMENT

The contractor will be paid on the basis of invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers. We are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

Other VASCUPP institutions may have different methodologies regarding invoicing. Each entity is responsible for negotiating their invoicing options and payment terms.

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map. Specifically, the offeror shall address the following:

A. For Print or Tangible Materials

1. Provide the discount structure to be applied to the publisher's list price. Specify how individual institutional volume would impact discounts. Confirm that the publisher's list price shall not be marked up in order to give a discount. Confirm that the proposed discount

shall be firm for the entire period of the contract, and through any subsequent renewal periods.

2. Provide the method for computing discounts and/or service charges for the types of publishers, and material types.
 3. Provide a listing of any applicable charges for shipping and handling.
 4. Provide the charge per volume for binding services.
 5. Provide cost per title for any services available for supplying MARC records at the point of request and/or with shipment.
 6. Provide cost per title for processing services such as security strip placement, spine label production and placement, and property stamps.
 7. Provide the average discounted selling price per volume for the last twelve (12) months for the combined VASCUPP schools and project the average cost per monograph to be supplied in the next fiscal year. Separate average costs per volume should be provided for each of the broad subject categories.
 8. Provide any additional charges for special services such as rush orders.
- B. For eBooks
1. Describe the methodology for determining ebook pricing across multiple ebook publishers/aggregators.
 2. Specify institutional level volume discounts for providing access to multiple resources. Provide opportunities for increasing institutional level volume discounts.
 3. List any platform fees for accessing purchased titles.
 4. Provide information on any added fees for supplying MARC records or other metadata records.
 5. Outline pricing model(s) for any DDA or PDA program such as short term loans, simultaneous users, etc.
 6. Outline pricing for service options for alumni access to content.
- C. Describe offered discounts or pricing benefits based on the combined annual spend of the VASCUPP schools.
- D. Describe other services/resources being offered and specify associated cost.
- E. Provide all costs associated with training.
- F. List any additional costs or fee-based services associated with print or electronic monographs such as license management, database surcharges, custom reports, enhancements, etc.
- G. Specify any associated cost that has not already been identified.
- H. Specify any additional discounts available for early payment of invoices (*e.g., 1% Net 15/30*).

- I. Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to <https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years _____ Months _____

3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

5. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

YES NO

IF YES, EXPLAIN: _____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ Preparer Name: _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSB at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
 Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____

Date Form Completed: _____

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Proposal and Subsequent Contract

Offeror / Proposer:

_____ Firm

_____ Address

_____ Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

This contract entered into this _____ day of _____ 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University 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 services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposals dated _____:
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(d) List each addendum that may be issued
(3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations summary dated _____.

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____ (Signature)

By: _____ (Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

<u>Zone 1</u> George Mason University (Fairfax)	<u>Zone 2</u> James Madison University (Harrisonburg)	<u>Zone 3</u> University of Virginia (Charlottesville)
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<u>Zone 9</u> University of Virginia - Wise (Wise)