



**COUNTY OF HENRICO  
DEPARTMENT OF FINANCE  
PURCHASING DIVISION  
CONTRACT EXTRACT  
NOTICE OF RENEWAL**

DATE:	June 30, 2023
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Library Databases for Henrico County Public Schools
CONTRACT NUMBER:	2326E
COMMODITY CODE:	956.38
CONTRACT PERIOD:	July 1, 2023 through June 30, 2024
RENEWAL OPTIONS:	Three one-year renewal options through 2027
USER DEPARTMENT:	Schools
Contact Name:	Kennedy Venaglia
Phone Number:	804-642-3640
Email Address:	Kwvenaglia @henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	EBSCO Information Services LLC
Address:	10 Estes Street
City, State:	Ipswich, MA 01938
Contact Name:	Dianah Tsilifonis
Phone Number:	800-653-2726
Email address:	<a href="mailto:dtsilifonis@ebSCO.com">dtsilifonis@ebSCO.com</a>
ORACLE SUPPLIER NUMBER:	3958
BUSINESS CATEGORY:	Non-Swam
PAYMENT TERMS:	Net 45
DELIVERY:	As needed and requested
FOB:	Destination
BUYER: Name:	Eileen M. Falcone, CPPB
Title:	Assistant Division Director
Phone:	804-501-5637
Email:	Fal51@henrico.us

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.

**PRICE SCHEDULE  
See Exhibit E**



COMMONWEALTH OF VIRGINIA  
**County of Henrico**

**Non-Professional Services Contract**  
**Contract No. 2326E**

This Non-Professional Services Contract (this "Contract") entered into this 6 day of October 2022, by EBSCO Information Services, LLC (the "Contractor") and the County School Board of Henrico County, Virginia ("HCPS").

**WHEREAS** HCPS has awarded the Contractor this Contract pursuant to Request for Proposals No. 22-2326-3EMF, dated May 27, 2022 (the "Request for Proposals"), for Library Databases for Henrico Public Schools.

**WITNESSETH** that the Contractor and HCPS, 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 HCPS as set forth in the Contract Documents.

**COMPENSATION:** The compensation HCPS will pay to the Contractor under this Contract shall be in accordance with Exhibit E.

**CONTRACT TERM:** The Contract term shall be upon execution of this contract through June 30, 2023. HCPS may renew the Contract for up to four (4) one-year terms by giving 30 days' written notice before the end of the term unless Contractor has given HCPS written notice that it does not wish to renew at least 90 days before the end of the term.

**CONTRACT DOCUMENTS:** This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control in the following descending order:

1. This Non-Professional Services Contract between HCPS and Contractor;
2. License Agreement Addendum (Exhibit A);
3. Virginia School Data Privacy Agreement (Exhibit B);
4. EBSCO License Agreement Standard updated March 2022 (Exhibit C);
5. The Negotiated Modifications (Exhibit D);
6. The General Contract Terms and Conditions included in the Request for Proposals;
7. Contractor's Best and Final Offer dated July 27, 2022 (Exhibit E);
8. Contractor's Original Proposal dated June 10, 2022 (Exhibit F); and
9. The Scope of Services included in the Request for Proposals.

**QUOTES:** Any quotes issued by Contractor pursuant to this Contract shall incorporate the Contract Documents. If there is any conflict between a quote and the Contract Documents, the Contract Documents shall prevail and supersede any inconsistent terms.

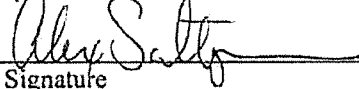
**NON-EXCLUSIVE CONTRACT:** Nothing in this Contract constitutes an offer from or promise by HCPS to purchase any goods or services exclusively from the Contractor. HCPS reserves the right to

purchase goods and services like, or the same as, the goods and services that are subject of this Contract from other sources.

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

EBSCO Information Services, LLC

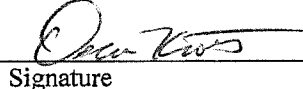
10 Estes Street  
Ipswich, MA 01938

  
Signature

Alex Saltzman, Senior VP of Inside Sales  
Printed Name and Title

10/06/22  
Date

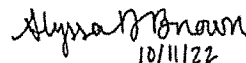
County School Board of Henrico County,  
Virginia  
406 Dabbs House Road  
Henrico, VA 23223

  
Signature

Oscar Knott, CPP, CPPO, VCO  
Purchasing Director

10/11/22  
Date

**APPROVED AS TO FORM**

  
10/11/22

ASSISTANT COUNTY ATTORNEY

## EXHIBIT A

### LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia] (“**County**”) and EBSCO Information Services, LLC, a Massachusetts limited liability company, (“**Licensor**”), are entering into Non-Professional Services Contract No. 2326E for Library Databases for Henrico County Public Schools (“**Agreement**”). Licensor has requested that its EBSCO License Agreement Standard, last updated March 2022 (“**Contract**”) be incorporated by reference into the Agreement. This License Agreement Addendum (“**LAA**”) (i) is attached to the Agreement and incorporated therein by reference, governing the use of all software licensed by the County thereunder (“**Software**”), and (ii) modifies and supersedes the Contract to the extent the Contract and the LAA are in conflict.

For good and valuable consideration, the parties agree as follows:

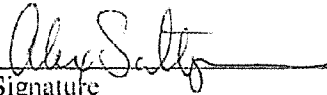
- I. Certain provisions may appear in or be incorporated by reference into the Contract that the County does not accept. If any of the following provisions appear in the Contract, or if any provisions in the Contract have the effect of any of the following, such provisions are void, will not have any effect, and will not be enforceable against the County:
  - A. Requiring the application of the law of any place other than the Commonwealth of Virginia, United States of America in interpreting or enforcing the Contract;
  - B. Requiring or permitting that any dispute under the Contract be resolved in any court other than a state court of competent jurisdiction in Henrico County, Virginia;
  - C. Requiring any total or partial compensation or payment for lost profits or liquidated damages by the County if the Contract is terminated early;
  - D. Imposing any interest rate in excess of one percent per month or the default interest rate under Title 2, Chapter 43, Article 4 of the Code of Virginia, whichever is lower;
  - E. Requiring the County to maintain insurance for Licensor’s benefit;
  - F. Granting Licensor a security interest in any property of the County;
  - G. Requiring the County to indemnify, defend, or hold harmless Licensor or any entity or person for any act or omission of the County, including the County’s officers, agents, and employees;
  - H. Limiting or adding to the time period within which claims can be made or actions can be brought pursuant to Title 8.01, Chapter 3 of the Code of Virginia;
  - I. Restricting or prohibiting the County’s selection and approval of counsel or approval of any settlement;
  - J. Binding the County to any arbitration or otherwise committing the County to participate in any binding form of alternative dispute resolution;
  - K. Obligating the County to pay costs of collection or attorney’s fees, unless legally required;
  - L. Requiring any dispute resolution procedure(s) other than the default available under the Virginia Public Procurement Act;
  - M. Requiring the County to limit its rights or waive its remedies at law or in equity;
  - N. Establishing a presumption of severe or irreparable harm to Licensor by the actions or inactions of the County;
  - O. Limiting the liability of Licensor for property damage, death, or personal injury;
  - P. Capping the County’s damages or excluding types of damages available to the County;



- Q. Applying UCITA except as may be required by Section 59.1-501.15 of the Code of Virginia;
  - R. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
  - S. Requiring that the County waive any immunity to which it is lawfully entitled;
  - T. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
  - U. Obligating the County beyond approved and appropriated funding;
  - V. Permitting Licensor to unilaterally modify the Contract;
  - W. Having the Contract supersede agreements negotiated by the parties;
  - X. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically renewing the Contract;
  - Y. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal or maintenance, in order for the County to receive or maintain the benefits of Licensor's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
  - Z. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract; or
  - AA. Making the County liable to pay Licensor's travel expenses, including transportation, meals, lodging, and incidental expenses, other than those explicitly approved by the County in advance.
2. Licensor represents and warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.
  3. Licensor agrees to indemnify, defend and hold harmless the County and the County's officers, agents, and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, that arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee, contractor, or agent of Licensor; (ii) any material breach of any representation, warranty, or covenant of Licensor; (iii) any defect in the Software; or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software.
  4. All payment obligations from the County under the Contract are subject to receipt of necessary appropriations from the Henrico County, Virginia Board of Supervisors. In the event of non-appropriation of funds for the items under the Contract, the County may terminate, in whole or in part, the Contract or any order for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Licensor. There will be no time limit for termination due to termination for lack of appropriations.
  5. If Licensor provides any update or upgrade subject to additional payment or subject to the acceptance of additional terms and conditions, the County will have the right to reject such update or upgrade.

6. The person signing below for Licensor represents and warrants that he or she is duly authorized to execute and deliver this LAA on Licensor's behalf.
7. This LAA and the Agreement shall take effect simultaneously.
8. This LAA may be modified by the parties' mutual agreement. Any modifications shall be reflected in a separate document.

EBSCO Information Services, LLC

  
Signature

Alex Saltzman, Senior VP of Inside Sales  
Printed Name and Title

10/07/22  
Date

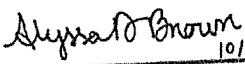
County School Board of Henrico County,  
Virginia

  
Signature

Oscar Knott, CPP, CPPO, VCO  
Purchasing Director

10/11/22  
Date

**APPROVED AS TO FORM**

  
10/11/22  
**ASSISTANT COUNTY ATTORNEY**

## EXHIBIT H - Sample (Successful Offeror may be required to fill out)

**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

This Virginia School Data Privacy Agreement ("DPA") is entered into by and between the

County School Board of Henrico County, Virginia

(hereinafter referred to as "Division") and

EBSCO Information Services, LLC

(hereinafter referred to as "Provider") on

10/10/22

The Parties agree to the terms as stated herein.

**RECITALS**

**WHEREAS**, the Provider has agreed to provide the Division with certain digital educational services ("Services") as described in Article I and Exhibit "A"; and

**WHEREAS**, in order to provide the Services described in Article 1 and Appendix A, the Provider may receive or create and the Division may provide documents or data that are covered by several federal statutes as applicable, among them, the Federal Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g and 34 CFR Part 99, Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. §§ 1400 *et. seq.*; and

**WHEREAS**, the documents and data transferred from Virginia Divisions and created by the Provider's Services are also subject to several Virginia student privacy laws, including Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students' personally identifiable information*.

**WHEREAS**, the Parties wish to enter into this DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

**WHEREAS**, the Provider may, by signing the "General Offer of Privacy Terms" (Exhibit "E"), agree to allow other Local Educational Agencies (LEAs) in Virginia the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

**NOW THEREFORE**, for good and valuable consideration, the parties agree as follows:

**ARTICLE I: PURPOSE AND SCOPE**

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect Division Data (as defined in Exhibit "C") transmitted to Provider from the Division pursuant to Exhibit "A", including compliance with all applicable state privacy statutes, including, as applicable the FERPA, COPPA, IDEA, and Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students' personally identifiable information*. In performing these services, to the extent Personally Identifiable Information (as defined in Exhibit "C") from Pupil Records (as defined in Exhibit "C") are transmitted to Provider from Division, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the Division. Provider shall be under the direct control and supervision of the Division.

2. **Nature of Services Provided**. The Provider has agreed to provide the following digital educational services described below and as may be further outlined in Exhibit "A" hereto:

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

Advanced Placement Source; NoveList K-8 Plus

3. **Division Data to Be Provided.** In order to perform the Services described in this Article and Exhibit “A”, Provider shall list the categories of data collected, managed or shared as described below or as indicated in the Schedule of Data, attached hereto as Exhibit “B”:

Application Technology Metadata; Application Use Statistics; Parent/Guardian Contact Information

4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit “C”. In the event of a conflict, definitions used in this DPA shall prevail over terms used in all other writings, including, but not limited to, a service agreement, privacy policies or any terms of service.

### **ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

1. **Division Data Property of Division.** All Division Data, user generated content or any other Pupil Records transmitted to the Provider pursuant to this Agreement is and will continue to be the property of and under the control of the Division, or to the party who provided such data (such as the student, in the case of user generated content.). The Provider further acknowledges and agrees that all copies of such Division Data or any other Pupil Records transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Division Data or Pupil Records. The Parties agree that as between them, all rights, including all intellectual property rights in and to Division Data or any other Pupil Records contemplated per this Agreement shall remain the exclusive property of the Division. For the purposes of FERPA and state law, the Provider shall be considered a School Official, under the control and direction of the Divisions as it pertains to the use of Division Data notwithstanding the above. The Provider will cooperate and provide Division Data within thirty (30) days at the Division’s request. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** Provider shall cooperate and respond within thirty (30) days to the Division’s request for personally identifiable information in a pupil’s records held by the Provider to view or correct as necessary.
3. **Separate Account.** Provider shall, at the request of the Division, transfer Student Generated Content to a separate student account when required by the Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities.
4. **Third Party Request.** Provider shall notify the Division in advance of a compelled disclosure to a Third Party, unless legally prohibited.

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to this DPA, whereby the Subprocessors agree to protect Division Data in manner consistent with the terms of this DPA.

### **ARTICLE III: DUTIES OF DIVISION**

1. **Privacy Compliance.** Division shall provide data for the purposes of the DPA and any related contract in compliance with the FERPA, IDEA, Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities; student personal information; and § 22.1-287.02. Students' personally identifiable information, and all other applicable Virginia statutes.
2. **Parent Notification of Rights** Division shall ensure that its annual notice under FERPA defines vendors, such as the Provider, as "School Officials" and what constitutes a legitimate educational interest. The Division will provide parents with a notice of the websites and online services under this agreement for which it has consented to student data collection to on behalf of the parent, as permitted under COPPA
3. **Unauthorized Access Notification.** Division shall notify Provider promptly of any known or suspected unauthorized access. Division will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

### **ARTICLE IV: DUTIES OF PROVIDER**

- 1) **Privacy Compliance.** The Provider shall comply with all Virginia and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, Code of Virginia § 22.1-289.01. and § 22.1-287.02.
- 2) **Authorized Use.** Division Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA and as authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Division Data or any portion thereof, including without limitation, any Division Data, metadata, user content or other non-public information and/or personally identifiable information contained in the Division Data, without the express written consent of the Division, unless it fits into the de-identified information exception in Article IV, Section 4, or there is a court order or lawfully issued subpoena for the information.
- 3) **Employee Obligations.** Provider shall require all employees and agents who have access to Division data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
- 4) **Use of De-identified Information.** De-identified information, as defined in Exhibit "C", may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). The Provider and Division agree that the Provider cannot successfully de-identify information if there are fewer than twenty (20) students in the samples of a particular field or category of information collected, *i.e.*, twenty students in a particular grade, twenty students of a particular race, or twenty students with a particular disability. Provider agrees not to attempt to re-identify de-identified Division Data and not to transfer de-identified Division Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

notice has been given to the Division who has provided prior written consent for such transfer.

- 5) **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsections below, provider shall dispose or delete all division data obtained under this agreement when it is no longer needed for the purposes for which it was obtained. Disposition will include (1) the shredding of any hard copies of any Division data, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the service agreement authorizes provider to maintain Division data obtained under the service agreement beyond the time reasonably needed to complete the disposition. Provider shall provide written notification when the division data has been disposed. The duty to dispose of Division data shall not extend to data that has been de-identified or placed in a separate student account, pursuant to the terms of the agreement. The division shall employ a request for return or deletion of Division data form, a copy of which is attached hereto as exhibit D. Upon receipt of a request from the division, the provider will immediately provide the division with any specified portion of the division data within thirty (30) calendar days of the receipt of said request.
- a) **Partial Disposal During the Term of Service Agreement.** Throughout the term of the service agreement, Division may request partial disposal of Division data obtained under the service agreement that is no longer needed. Partial disposal of data shall be subject to Division's request to transfer data to a separate account, pursuant to Article II Section 3, above.
  - b) **Complete Disposal upon Termination of Service Agreement.** Upon termination of the service agreement, and upon written request, provider shall dispose or securely destroy all division data obtained under the service agreement. Prior to disposal of the data, provider shall notify Division in writing of its option to transfer data to a separate account, pursuant to Article 2, Section 3, above. In new event shelters provider dispose of data pursuant to this provision unless and until provider has received affirmative written confirmation from Division that data will not be transferred to a separate account.
- 6) **Advertising Prohibition.** Provider is prohibited from using or selling Division Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or advertising efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client; or (d) use the Division Data for the development of commercial products or services, other than as necessary to provide the Service to Client. This section does not prohibit Provider from generating legitimate personalized learning recommendations or other activities permitted under Code of Virginia § 22.1-289.01.
- 7) **Penalties.** The failure to comply with the requirements of this agreement could subject Provider and any third party to all allowable penalties assessable against Provider under state and federal law. In the event the Family Policy Compliance Office of the U.S. Department of Education determines that Provider improperly disclosed personally identifiable information obtained from the Division's education records, the Division may not allow Provider access to the Division's education records for at least five years.

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

## ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information and makes use of appropriate administrative, technological, and physical safeguards. The general security duties of Provider are set forth below. These duties shall include, but are not limited to:
  - a. **Passwords and Employee Access.** Provider shall secure and manage usernames, passwords, and any other means of gaining access to the Services or to Division Data, at levels in alignment with NIST SP800-171 (Password complexity, encryption, and re-use) , NIST SP800-53 (IA control Family), and NIST 800-63-3 (Digital Identity), and NIST SP800-63B (Authenticator and Verifier Requirements) or equivalent industry best practices.
  - b. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the collection, storage or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment.
  - c. **Provider Employee Training.** The Provider shall provide annual security training to those of its employees who operate or have access to the system.
  - d. **Security Technology.** When the service is accessed using a supported web browser, FIPS 140-2 validated transmission encryption protocols, or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall align with National Institute of Standards and Technology (NIST) 800- 171, or equivalent industry best practices.
  - e. **Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon Division's written request, Service Provider shall make the results of findings available to the Division. The Division shall treat such audit reports as Provider's Confidential Information under this Agreement.
  - f. **Backups and Audit Trails, Data Authenticity and Integrity.** Provider will take reasonable measures, including all backups and audit trails, to protect Division Data against deterioration or degradation of data quality and authenticity. Provider shall be responsible for ensuring that Division Data is retrievable in a reasonable format.
  - g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Division Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
2. **Unauthorized Access or Data Breach.** In the event that Division Data are reasonably believed by the Provider or school division to have been disclosed (lost, accessed or obtained) in violation of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) or other federal or state law

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

applicable to such information accessed or obtained by an unauthorized individual, Provider shall follow the following process:

- a. provide prompt notification to Division upon verification of the incident and allow the Division or its authorized representatives to fully participate in the investigation of the incident.
- b. notification will be provided to the contact(s) identified in ARTICLE VII, N: Notice, and sent via email and postal mail. Such notification shall include the
  - i. date, estimated date, or date range of the loss or disclosure;
  - i. Division Data that was or is reasonably believed to have been lost or disclosed;
  - ii. remedial measures taken or planned in response to the loss or disclosure.
- c. immediately take action to prevent further access;
- d. take all legally required, reasonable, and customary measures in working with Division to remediate the breach, which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the loss or disclosure;
- e. cooperate with Division efforts to communicate to affected parties.
- f. provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by Division. If Division requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by Division, Provider shall reimburse Division for costs incurred to notify parents/families of a breach not originating from Division's use of the Service.
- g. the Provider shall indemnify and hold harmless the Division from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Provider or any of its officers, directors, employees, agents or representatives of the obligations of the Provider's or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.

## **ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS**

The Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other Division who signs the acceptance in said Exhibit. The Form is limited by the terms and conditions described therein.



**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**  
**ARTICLE VII: MISCELLANEOUS**

- A. **Term**. The Provider shall be bound by this DPA for so long as the Provider maintains or possesses any Division Data.
- B. **Termination**. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent and as long as any service agreement or terms of service, to the extent one exists, has lapsed or has been terminated. The Division may terminate this DPA and any service agreement or contract in the event of a material breach of the terms of this DPA.
- C. **Data Transfer Upon Termination or Expiration**. Provider will notify the Division of impending cessation of its business and any contingency plans. Provider shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the Division. As mutually agreed upon and as applicable, Provider will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the Division, all such work to be coordinated and performed in advance of the formal, transition date.
- D. **Effect of Termination Survival**. If the DPA is terminated, the Provider shall destroy all of Division's data pursuant to Article V, section 5(b). The Provider's obligations under this agreement shall survive termination of this Agreement until all Division Data has been returned or Securely Destroyed.
- E. **Priority of Agreements**. This DPA supersedes all end user and "click-thru" agreements. In the event there is conflict between the terms of the DPA and any other writing, such as service agreement or with any other bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.
- F. **Amendments**: This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties
- G. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
- H. **Governing Law: Venue and Jurisdiction**. This agreement will be governed by and construed in accordance with the laws of the state of Virginia, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction to the state and federal courts for the county of the initial subscribing division or the division specified in exhibit E as applicable, for any dispute arising out of or relating to this agreement or the transactions contemplated hereby.
- I. **Authority**. Provider represents that it is authorized to bind to the terms of this Agreement, including

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

confidentiality and destruction of Division Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Division Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Division Data and portion thereof stored, maintained or used in any way.

- J. **Waiver**. No delay or omission of the Division to exercise any right hereunder shall be construed as a waiver of any such right and the Division reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
- K. **Successors Bound**: This DPA is and shall be binding upon the respective successors in interest to provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.
- L. **Electronic Signature**: The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Virginia and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature.
- M. **Notice**. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives before:

### **a. Designated Representatives**

The designated representative for the Provider for this Agreement is:

Name:	Jenn Dionne
Title:	Senior Account Executive
Address:	10 Estes St., Ipswich, MA 01938
eMail:	jennndionne@ebsco.com
Phone:	(978) 414-0414

The designated representative for the Division for this Agreement is:

Name:	
Title:	
Address:	
eMail:	
Phone:	

- b. **Notification of Acceptance of General Offer of Terms**. Upon execution of Exhibit E General Offer of Terms, subscribing Division shall provide notice of such acceptance in writing and given by personal delivery or email transmission (if contact information

**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below the designated representative for the notice of acceptance of the general offer of privacy terms is named title contact information.

Name:	Jenn Dionne
Title:	Senior Account Executive
Address:	10 Estes St., Ipswich, MA 01938
eMail:	jenndionne@ebSCO.com
Phone:	(978) 414-0414

*[Signature Page Follows]*

**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

**IN WITNESS WHEREOF**, the parties have executed this Virginia Student Data Privacy Agreement as of the last day noted below.

Provider Signature

Date: Alex Saltzman  
Printed Name: Alex Saltzman  
Title: Senior Vice President of Inside Sales

Division Signature John B. Wack

Date: 10/11/2022  
Printed Name: John B. Wack  
Title: Chief Financial Officer

**APPROVED AS TO FORM**

Shyria Brown  
10/11/22

**ASSISTANT COUNTY ATTORNEY**

# **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

## **EXHIBIT "A"**

### DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

Provision of online database resources on EBSCOhost platform:

Advanced Placement Source; NoveList K-8 Plus

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

## EXHIBIT "B"

### SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	<input checked="" type="checkbox"/>
	Other application technology meta data- Please specify:	<input checked="" type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data- Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input type="checkbox"/>

Conduct	Conduct or behavioral data	
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, preferred or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information- Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information- Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input type="checkbox"/>

## VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Parent/ Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/ Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts /health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/ foster care)	<input type="checkbox"/>
	Other indicator information- Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID	<input type="checkbox"/>

	number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input type="checkbox"/>
Student In App Performance	Program/appli- cation performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures etc.	<input type="checkbox"/>
	Other student	<input type="checkbox"/>

## VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

	work data - Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/perfor- mance scores	<input type="checkbox"/>
	Other transcript data -Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>

	Other transportation data -Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored or collected by your application	<input type="checkbox"/>

No Student Data Collected at this time ☐.

\*Provider shall immediately notify LEA if this designation is no longer applicable.

**OTHER:** Use this box, if more space needed.



# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

## EXHIBIT “C”

### DEFINITIONS

**Data Breach** means an event in which Division Data is exposed to unauthorized disclosure, access, alteration or use.

**Division Data** includes all business, employment, operational and Personally Identifiable Information that Division provides to Provider and that is not intentionally made generally available by the Division on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student, employees, and personnel data, user generated content and metadata but specifically excludes Provider Data (as defined in the Contract).

**De-Identifiable Information (DII):** De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them. Anonymization or de-identification should follow guidance equivalent to that provided by U.S Department of Education publication “Data De-identification: An Overview of Basic Terms” or NISTIR Special Publication (SP) 8053 De-Identification of Personally Identifiable Information. The Provider’s specific steps to de-identify the data will depend on the circumstances, but should be appropriate to protect students. Some potential disclosure limitation methods are blurring, masking, and perturbation. De-identification should ensure that any information when put together cannot indirectly identify the student, not only from the viewpoint of the public, but also from the vantage of those who are familiar with the individual. Information cannot be de-identified if there are fewer than twenty (20) students in the samples of a particular field or category, i.e., twenty students in a particular grade or less than twenty students with a particular disability.

**Indirect Identifiers:** Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty

**Personally Identifiable Information (PII):** The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, staff data, parent data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by Division or its users, students, or students’ parents/guardians, including “directory information” as defined by §22.1-287.1 of the Code of Virginia“.

PII includes, without limitation, at least the following:

- Staff, Student or Parent First, Middle and Last Name
- Staff, Student or Parent Telephone Number(s)
- Discipline Records
- Special Education Data
- Grades
- Criminal Records

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

- Health Records
- Biometric Information
- Socioeconomic Information
- Political Affiliations
- Text Messages
- Student Identifiers Photos
- Videos
- Grade
- Home Address Subject
- Email Address
- Test Results
- Juvenile Dependency Records Evaluations
- Medical Records
- Social Security Number
- Disabilities
- Food Purchases
- Religious Information Documents
- Search Activity
- Voice Recordings
- Date of Birth
- Classes
- Information in the Student's Educational Record
- Information in the Student's Email

**Provider:** For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.

**Pupil Generated Content:** The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

**Pupil Records:** Means both of the following: (1) Any information that directly relates to a pupil that is maintained by Division and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational Division employee.

**Securely Destroy:** Securely Destroy means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards of Technology (NIST) SP 800-88 Appendix A guidelines relevant to sanitization of data categorized as high security. All attempts to overwrite magnetic data for this purpose must utilize DOD approved methodologies.

**School Official:** For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by Division or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information.

Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of Virginia and Federal laws and regulations. Student Data as specified in Exhibit B is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services. Anonymization or de-identification should guidance equivalent to that provided by U.S Department of Education publication "Data De-identification: An Overview of Basic Terms" or NISTIR Special Publication (SP) 8053 De-Identification of Personally Identifiable Information.

**Student Generated Content:** Alternatively known as user-created content (UCC), is any form of content, such as images, videos, text and audio, that have been created and posted by student users on online platforms.

**Subscribing Division:** A Division that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Subprocessor:** For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than Division or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

**Third Party:** The term "Third Party" means an entity that is not the Provider or Division.

# **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

## **EXHIBIT "D"**

### **DIRECTIVE FOR DISPOSITION OF DATA**

[Name or Division or Division] directs [Name of Company] to dispose of data obtained by Provider pursuant to the terms of the DPA between Division and Provider. The terms of the Disposition are set forth below:

#### **1. Extent of Disposition**

☐ Disposition is Complete. Disposition extends to all categories of data.

☐ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of data]

#### **2. Nature of Disposition**

☐ Disposition shall be by destruction or secure deletion of data.

☐ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions.]

#### **3. Timing of Disposition**

Data shall be disposed of by the following date:

☐ As soon as commercially practicable

☐ By (Insert Date)

#### **4. Signature of Authorized Representative of Division**

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

#### **5. Verification of Disposition of Data**

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

### **OPTIONAL: EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS**

#### **1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and the Division to any other school division ("Subscribing Division") who accepts this General Offer through its signature below. The Provider agrees that the information on the next page will be replaced throughout the Agreement with the information specific to the Subscribing Division filled on the next page for the Subscribing Division. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing Division may also agree to change the data provided by Division to the Provider to suit the unique needs of the Subscribing Division. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or (3) after three years from the date of Provider's signature to this form. Provider shall notify the Division in the event of any withdrawal so that this information may be transmitted to the Subscribing Divisions.

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

#### **2. Subscribing Division**

A Subscribing Division, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing Division's individual information is contained on the next page. The Subscribing Division and the Provider shall therefore be bound by the same terms of this DPA.

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position \_\_\_\_\_

### **TO ACCEPT THE GENERAL OFFER THE SUBSCRIBING DIVISION MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW**

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Email Address \_\_\_\_\_

LAST UPDATED: March 2022

## EBSCO LICENSE AGREEMENT

### Standard

By using the services available at this site or by making the services available to Authorized Users, the Authorized Users and the Licensee agree to comply with the following terms and conditions (the "Agreement"). For purposes of this Agreement, "EBSCO" is EBSCO Publishing, Inc.; the "Licensee" is the entity or institution that makes available databases and services offered by EBSCO; the "Sites" are the Internet websites offered or operated by Licensee from which Authorized Users can obtain access to EBSCO's Databases and Services; and the "Authorized User(s)" are employees, students, registered patrons, walk-in patrons, or other persons affiliated with Licensee or otherwise permitted to use Licensee's facilities and authorized by Licensee to access Databases or Services. "Authorized User(s)" do not include alumni of the Licensee. "Services" shall mean EBSCOhost, EBSCO Discovery Service, EBSCO eBooks, Flipster and related products to which Licensee has purchased access or a subscription. "Services" shall also include audiobooks and eBooks to which a Licensee has purchased access or a subscription and periodicals to which Licensee has purchased a subscription. "Databases" shall mean the products made available by EBSCO. EBSCO disclaims any liability for the accuracy, completeness or functionality of any material contained herein, referred to, or linked to. Publication of the servicing information in this content does not imply approval of the manufacturers of the products covered. EBSCO assumes no responsibility for errors or omissions nor any liability for damages from use of the information contained herein. Persons engaging in the procedures included herein do so entirely at their own risk.

#### I. LICENSE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. PRICE AND PAYMENT

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

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

### IV. TERMINATION

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

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

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



## V. NOTICES OF CLAIMED COPYRIGHT INFRINGEMENT

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

## VI. GENERAL

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

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

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

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

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

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

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

## DATA PROCESSING ADDENDUM

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

### 1. Definitions

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

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

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

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

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

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

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

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

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

### 4. **International Data Transfer**

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

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

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

**EXHIBIT D**  
**NEGOTIATED MODIFICATIONS TO**  
**CONTRACT No. 2326E**

These Negotiated Modifications are hereby incorporated into Contract 2326E (the "Contract") for Library Databases for Henrico County Public Schools as of the effective date of the Contract.

**WHEREAS**, HCPS and EBSCO Information Services, LLC. desire to agree in writing to modify the final terms and conditions of the Contract.

**THEREFORE**, in consideration of the Recital set forth above and good in valuable consideration as set forth in the Contract, the parties agree that the General Contract Terms and Conditions included in the Request for Proposals ("RFP") are modified as follows as of the effective date of the Contract.

1. The following is added to the end of Sec.V.L Testing and Inspection (page 10):  
The County reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications, upon reasonable written request, not to exceed once per year.
2. The following replace the text in Sec.V.N – Indemnification (page 11):  
The Successful Offeror agrees to indemnify, defend and hold harmless the County(including Henrico County Public Schools), and the County's officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the authorized use of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County's sole negligence.
3. The following replaces the text in Sec.V.S – Record Retention and Audits (page 12):
  1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Such records shall be available to the County on demand and with reasonable advance notice during the Successful Offeror's normal working hours.

2. County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals.

# EBSCO



## Henrico County Public Schools

RFP No. 22-2326-3EMF – Library Databases for Henrico County Public Schools - BAFO

July 27, 2022

Original





July 27, 2022

Eileen Falcone  
8600 Staples Mill Road  
P.O. Box 90775  
Henrico, VA 23273-0775

**RE: RFP No. 22-2326-3EMF – Library Databases for Henrico County Public Schools - BAFO**

Dear Ms. Falcone:

EBSCO would like to thank Henrico County Public Schools (HCPS) again for the opportunity to respond to your solicitation for library databases. We are pleased that we have been selected for negotiations and look forward to continued partnership with the county.

Enclosed, please find EBSCO's BAFO response, including responses to the County's questions and final pricing for HCPS's renewal products and optional additional products.

Should you have any further questions during the negotiation process, please do not hesitate to contact me or one of your dedicated account representatives:

- Jennifer Dionne, *Senior Account Executive* | (978) 414-0414 | [jenndionne@ebSCO.com](mailto:jenndionne@ebSCO.com)
- Jacob Simone, *Regional Sales Manager* | (978) 414-0531 | [jSIMONE@ebSCO.com](mailto:jSIMONE@ebSCO.com)

We thank you again for your kind consideration.

Sincerely,

**Emma Freeman**  
*Senior Marketing Specialist*  
[emmafreeman@ebSCO.com](mailto:emmafreeman@ebSCO.com)

## Table of Contents

Tab	Contents
<a href="#">1</a>	Negotiation Letter
<a href="#">2</a>	Response to Attachment A
<a href="#">3</a>	Advanced Placement Source – BAFO Attachments H & I
<a href="#">4</a>	NoveList K-8 Plus – BAFO Attachments H & I
<a href="#">5</a>	All Products Price List



COMMONWEALTH OF VIRGINIA  
**County of Henrico**

DEPARTMENT OF FINANCE  
Purchasing Division

July 20, 2022  
Ms. Jennifer Dione  
EBSCO Information Services, LLC  
10 Estes Street,  
Ipswich, MA 01938  
jenndionne@ebSCO.com

RE: RFP 22-2326-3EMF – Library Databases for Henrico County Public Schools

Dear Ms. Dione:

This letter is to inform you that your firm has been selected to enter into negotiations for the above referenced solicitation.

To begin this process, please submit the following items:

1. Provide answers to the questions listed on Attachment A.
2. Pricing – Per attachments “H” and “I” marked BAFO. Attachment H is the scenario, and Attachment I should list all pricing being offered for that database. Provide one set for **“Advanced Placement Source”, and “Novelist”**. All cost for each database must be listed.
3. Provide a separate listing for all products being offered for this proposal and cost associated with each database.

Please provide the above items by 4:00 p.m. on July 27, 2022. A response via email attachment is sufficient.

If you have any questions, please contact me at 804-501-5637 or fal51@henrico.us.

Sincerely,

Eileen M. Falcone  
Assistant Division Director

**ATTACHMENT A**  
**RFP 22-2326=3EMF**  
**Library Databases for Henrico County Public Schools**  
**Offeror: EBSCO Information Services**

**July 20, 2022**

**Advanced Placement:**

1. Are there dashboard/support services for when there are breaks in links(service)/connectivity issues?
2. Why do different homepages appear from the same link? There have been several examples where search page is different for users and provides vastly different results for the same search.
3. Will links be updated using the calendar year or the fiscal year? It is preferred during the summer (fiscal year) so that there is no lapse in access to services
4. What is the SIS compatibility with Clever?

**NoveList:**

1. Is there dashboard to show statistics and usage of databases?

## Response to Attachment A Questions

### Advanced Placement:

**1. Are there dashboard/support services for when there are breaks in links(service)/connectivity issues?**

Please note that at this time, there is no dashboard for reporting or repairing broken links or connectivity issues. If a link appears to be broken or misdirected, the library can contact EBSCO Technical Support who will reach out to the content provider for an updated URL to resolve the issue.

At the system level, note that we provide notice of scheduled system maintenance as well as information about service issues, updates and resolution on the System Status page (<https://status.ebsco.com/>). HCPS may subscribe to the status page to receive email notification of these communications. If HCPS encounters connectivity issues from the provider side (i.e., not appearing to be an issue with the local computer/browser), please report them to EBSCO Technical Support.

**2. Why do different homepages appear from the same link? There have been several examples where search page is different for users and provides vastly different results for the same search.**

We would appreciate further insight into the issue at hand and apologize for the trouble. In our experience, these accessing issues can sometimes arise from misconfigurations of IP authentication or interference from the individual user's browser cookies. Users should also ensure that they are selecting to only search Advanced Placement Source when comparing results, as other databases may be enabled by default in Choose Databases for some users and not for others, pending Profile configurations in EBSCOadmin.

We suggest reviewing the approved IP address range and contacting EBSCO Technical Support to make updates, as well as accessing the database in incognito mode to verify if it is an issue with cookies. If the issue is resolved in incognito mode, please try clearing your browser's cache.

If the issue persists, we are happy to work with schools in the district to determine the root cause and resolve it.

**3. Will links be updated using the calendar year or the fiscal year? It is preferred during the summer (fiscal year) so that there is no lapse in access to services**

HCPS' subscriptions will automatically renew with updated access links per the dates of the subscription. HCPS' current subscription dates are 8/1/2022 - 7/31/2023. No action is required on HCPS' part to update access terms – service will renew automatically, meaning there will be no lapse in access to services.

**4. What is the SIS compatibility with Clever?**

EBSCO has begun to roll out support for Clever Single Sign-On (SSO) to provide schools and school districts with a user-friendly method of authentication for young researchers.

With this integration, students at schools that have configured Clever will be able to use their existing, school-issued login credentials to gain access to supported EBSCO resources. They will be able to access resources from within their Clever portal, on the EBSCO login page, from an EBSCO link that prompts for Clever authentication or via Find My Organization.

Please find instructions for self-service configuration at the following link:  
<https://connect.ebsco.com/s/article/Setting-Up-Clever-for-Your-District-or-School>

We recommend working with your EBSCO administrator to complete additional setup steps, including providing links that will take your students directly to specific EBSCO products such as Advanced Placement Source.

EBSCO has also answered FAQs on the following page: <https://connect.ebsco.com/s/article/Clever-SSO-Frequently-Asked-Questions-for-Administrators>

## Novelist K-8 Plus:

### 1. Is there dashboard to show statistics and usage of databases?

The same standard EBSCO usage reports run through EBSCOadmin apply to NoveList databases. To access a database usage report for NoveList K-8 Plus, please do the following:

1. Log in to EBSCOadmin at <http://eadmin.ebscohost.com>.
2. Click **Reports & Statistics** in the tool bar at the top of the screen.
3. Click **Standard Usage Reports**.
4. Select **Database Usage Report** from the **Report Type** drop-down menu.
5. **Sites** - Select to include statistics for **All** sites or select a specific site.
6. **Database** – Select **All Databases Accessed**, or select **All Subscribed Databases**. When selecting **All Subscribed Databases**, you can click the **Select/View** button to fine tune which databases to include in the report. On the window that appears, you can remove all databases or remove specific databases from appearing on the report.
  - *For example:* to view statistics for NoveList K-8 Plus, remove all databases and then select the NoveList K-8 Plus database only.
7. **Interface** - From the Interface drop-down, you can choose limit your report to a specific interface.
8. **Reporting Period** - Click the date range field to select a reporting period or create a custom date range for your report.
9. **Analysis Level** - Select to display database usage at one of the following levels: Database, Interface, Site (Consortia only), Group, or Profile.

10. **Count Aggregation** - Select to aggregate your statistics by the **Total** number of hits, or group them on the report **By Year** or **By Month**.
11. **Metric View** - Select to view **Totals Only** of the metrics in the report, or select **Detailed** to view specifics about those metrics..
12. **Delivery** - Select to **Download** the report when it is complete from the **Download Reports** tab or choose the **E-mail** option to fill in your e-mail address, a subject line, frequency (one-time or scheduled monthly) and the desired **Format** (MS Excel or tab delimited).
13. Click **Create Report for Download** to generate your report.
14. Once the report has been generated, click the **Download Reports** tab above the **Report Type** drop-down menu and click the hyperlinked report format (Tab Delimited or Excel) to download.

## ATTACHMENT H

### BAFO Pricing Scenario

<b>Name of Offeror:</b> <u>EBSCO Information Services</u>		<b>Name of Program:</b> <u>Advanced Placement Source</u>
<b>Grades Submitted for:</b> <u>All</u>		
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:	<b>\$11,030</b>	EBSCO's pricing is an annual, flat-rate, all inclusive charge. It is based on unlimited usage, viewing, printing and downloading of content. <i>We use many factors in determining this pricing,</i>
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	\$ Not applicable - pricing is district-wide only	including but not limited to the specific database included, FTE, number of locations, and types of libraries. All of these criteria are taken into account, but are not the only factors. A proprietary algorithm is used to determine final pricing.
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	\$ Not applicable - pricing is district-wide only	
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	\$ Not applicable - pricing is district-wide only	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	<b>\$ 4,675*</b> <i>*please note that a single session covers all databases purchased. HCPS will not be charged this fee per database.</i>	Pricing was calculated at a rate of \$150/hr for 3 hours prep time, 6 hours training delivery, 1.5 hours follow-up and 11 hours travel time, plus estimated travel costs.
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	<b>\$ 0</b>	Virtual training is offered at no charge.
<b>Grand Total</b>	<b>\$ 11,030</b>	(top price calculated with virtual training cost)
	<b>\$ 15,705</b>	(bottom price calculated with on-site training cost)
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$0.220</b> (with virtual training)	
	<b>\$0.313</b> (with on-site training)	



**ATTACHMENT I**  
**BAFO PRICING OPTIONS**

<b>Provide pricing as it relates to the proposed solution</b>	<b>Price</b>
Price per Student	\$ Not applicable - EBSCO does not price per student. Pricing is district-wide.
Price per Teacher	\$ Not applicable - EBSCO does not price per teacher Pricing is district-wide.
Price per Classroom	\$ Not applicable - EBSCO does not price per classroom. Pricing is district-wide.
Price per Site	\$ Not applicable - EBSCO does not price per site. Pricing is district-wide.
Price for District License PreK-5	\$ Not applicable - Pricing is for the entire district, not specific grade levels.
Price for District License PreK-8	\$ Not applicable - Pricing is for the entire district, not specific grade levels.
Price for District License PreK-12	\$ Not applicable - Pricing is for the entire district, not specific grade levels.
Price for District License 6-8	\$ Not applicable - Pricing is for the entire district, not specific grade levels.
Price for District License 6-12	\$ Not applicable - Pricing is for the entire district, not specific grade levels.
Price for District License 9-12	\$ Not applicable - Pricing is for the entire district, not specific grade levels.
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	\$ Virtual training is free. On-site training cost is specified in Attachment H. EBSCO does not price by number of attendees -- as many as can fit in the space may attend for this cost.
1 day of Professional Development - price per teacher/librarian	\$ ^
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	\$ ^

## ATTACHMENT H

### BAFO Pricing Scenario

<b>Name of Offeror:</b> <u>EBSCO Information Services</u>		<b>Name of Program:</b> <u>NoveList K-8 Plus</u>
<b>Grades Submitted for:</b> <u>All</u>		
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:	<b>\$23,403</b>	EBSCO's pricing is an annual, flat-rate, all inclusive charge. It is based on unlimited usage, viewing, printing and downloading of content. <i>We use many factors in determining this pricing,</i>
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	\$ Not applicable - pricing is district-wide only	including but not limited to the specific database included, FTE, number of locations, and types of libraries. All of these criteria are taken into account, but are not the only factors. A proprietary algorithm is used to determine final pricing.
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	\$ Not applicable - pricing is district-wide only	
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	\$ Not applicable - pricing is district-wide only	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	<b>\$ 4,675*</b> <i>*please note that a single session covers all databases purchased. HCPS will not be charged this fee per database.</i>	Pricing was calculated at a rate of \$150/hr for 3 hours prep time, 6 hours training delivery, 1.5 hours follow-up and 11 hours travel time, plus estimated travel costs.
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	<b>\$ 0</b>	Virtual training is offered at no charge.
<b>Grand Total</b>	<b>\$ 23,403</b>	(top price calculated with virtual training cost)
	<b>\$ 28,078</b>	(bottom price calculated with on-site training cost)
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 0.466</b> (with virtual training)	
	<b>\$ 0.560</b> (with on-site training)	

**ATTACHMENT I**  
**BAFO PRICING OPTIONS**

<b>Provide pricing as it relates to the proposed solution</b>	<b>Price</b>
Price per Student	\$ Not applicable - EBSCO does not price per student. Pricing is district-wide.
Price per Teacher	\$ Not applicable - EBSCO does not price per teacher Pricing is district-wide.
Price per Classroom	\$ Not applicable - EBSCO does not price per classroom. Pricing is district-wide.
Price per Site	\$ Not applicable - EBSCO does not price per site. Pricing is district-wide.
Price for District License PreK-5	\$ Not applicable - Pricing is for the entire district, not specific grade levels.
Price for District License PreK-8	\$ Not applicable - Pricing is for the entire district, not specific grade levels.
Price for District License PreK-12	\$ Not applicable - Pricing is for the entire district, not specific grade levels.
Price for District License 6-8	\$ Not applicable - Pricing is for the entire district, not specific grade levels.
Price for District License 6-12	\$ Not applicable - Pricing is for the entire district, not specific grade levels.
Price for District License 9-12	\$ Not applicable - Pricing is for the entire district, not specific grade levels.
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	\$ Virtual training is free. On-site training cost is specified in Attachment H. EBSCO does not price by number of attendees -- as many as can fit in the space may attend for this cost.
1 day of Professional Development - price per teacher/librarian	\$ ^
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	\$ ^

## EBSCO Best and Final Offer for Library Databases

Below, please find a chart summarizing EBSCO's Best and Final Offer (BAFO) to HCPS. EBSCO's products and services are an annual subscription offered district wide. We do not price per student, teacher, classroom or site. The costs below reflect unlimited simultaneous users and usage of the product for the entire district.

As noted in the previous Attachments H and I for Advanced Placement Source and NoveList K-8 Plus, EBSCO is pleased to offer the following BAFO pricing for these HCPS renewal products:

Renewal Products	2022-2023 District Price - BAFO
Advanced Placement Source	\$11,030
NoveList K-8 Plus	\$23,403

In addition, EBSCO is pleased to offer a **10% discount** on all other proposed products, should HCPS be interested in expanding your database suite:

Additional Products	2022-2023 District Price - BAFO
Complete Online Package, <i>includes:</i> <ul style="list-style-type: none"> <li>MAS Complete</li> <li>Newspaper Source Plus</li> <li>Consumer Health Complete</li> <li>TOPICsearch</li> <li>Education Research Complete</li> <li>ERIC</li> </ul>	\$23,040
EBSCO Discovery Service	\$29,700
EBSCO eBooks Cricket Collection	\$4,140
Education Source	\$7,650
Ethnic Diversity Source	\$9,945
History Reference Center	\$17,235
Literary Reference Center Plus	\$14,580
Middle Search Plus	\$16,650
Points of View Reference Center	\$10,800
Primary Search	\$20,610
Science Reference Center	\$17,235

# EBSCO



## Henrico County Public Schools

RFP No. 22-2326-3EMF – Library Databases for Henrico County Public Schools

June 17, 2022

Original



## Table of Contents

Tab	Contents	Page
<b>1</b>	Introduction and Signed Forms <ul style="list-style-type: none"> <li>• Cover Letter..... 1</li> <li>• Proposal Signature Sheet – <b>Attachment A</b>..... 2</li> <li>• Business Classification Form – <b>Attachment B</b>..... 3</li> <li>• Virginia State Corporation Commission Registration Information – <b>Attachment C</b>..... 4</li> <li>• Proprietary/Confidential Information – <b>Attachment D</b>..... 5</li> <li>• Direct Contact with Students Form – <b>Attachment F</b>..... 6</li> </ul>	
<b>2</b>	Statement of the Scope.....	7
<b>3</b>	Offeror Qualifications, Experience, Resumes and Financial Capacity	32
<b>4</b>	Service Approach and Implementation.....	41
<b>5</b>	Technical Administration, User Interface, and Integration.....	45
<b>6</b>	Infrastructure and System Administration.....	49
<b>7</b>	Reporting and Monitoring..... <ul style="list-style-type: none"> <li>• Sample Usage Analytics..... 57</li> </ul>	53
<b>8</b>	Training and Professional Development.....	60
<b>9</b>	Pricing..... <ul style="list-style-type: none"> <li>• Pricing Scenario – <b>Attachment H</b>..... 64</li> <li>• Pricing Options – <b>Attachment I</b>..... 77</li> </ul>	62
<b>10</b>	References.....	78
<b>11</b>	Exceptions..... <ul style="list-style-type: none"> <li>• Redlined HCPS Terms..... 80</li> </ul>	79
<b>12</b>	Assumptions.....	112
<b>13</b>	Appendices..... <ul style="list-style-type: none"> <li>• Insurance Certificate..... 114</li> <li>• Product Descriptions..... 115</li> <li>• EBSCO License Agreement – Standard..... 143</li> <li>• EBSCO License Agreement – Library eContent..... 156</li> <li>• Service Level Agreement – Availability..... 162</li> <li>• Service Level Agreement – Support..... 163</li> </ul>	113

June 17, 2022

Eileen Falcone  
8600 Staples Mill Road  
P.O. Box 90775  
Henrico, VA 23273-0775

**RE: RFP No. 22-2326-3EMF – Library Databases for Henrico County Public Schools**

Dear Ms. Falcone:

EBSCO would like to thank Henrico County Public Schools (HCPS) for the opportunity to respond to your solicitation for library databases. In response to this RFP, EBSCO is pleased to offer the following selection of à la carte resources for HCPS' consideration:

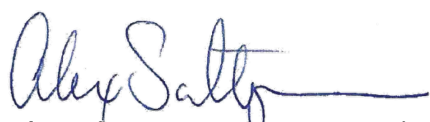
- Advanced Placement Source
- Complete Online Package
  - MAS Complete
  - Newspaper Source Plus
  - Consumer Health Complete
  - TOPICsearch
  - Education Research Complete
  - ERIC
- EBSCO eBooks Cricket Collection
- Education Source
- Ethnic Diversity Source
- History Reference Center
- Literary Reference Center Plus
- Middle Search Plus
- NovelList K-8 Plus
- Points of View Reference Center
- Primary Search
- Science Reference Center

In addition to these databases, EBSCO is offering EBSCO Discovery Service – a seamless single-search platform that can bring all library resources together in a single place, including non-EBSCO subscriptions.

Each of these products is available for in-library, at-home and on-the-go end user access with flexible authentication methods and cross-device capabilities — all backed by a robust security posture and strict data privacy considerations. As you evaluate proposals, please do not hesitate to contact your EBSCO representative with any questions or requests:

➤ Jennifer Dionne, *Senior Account Executive* | (978) 414-0414 | [jenndionne@ebSCO.com](mailto:jenndionne@ebSCO.com)

In closing, please note that I, Alex Saltzman, as Senior Vice President of Inside Sales of EBSCO, am an authorized representative of EBSCO Information Services, LLC. With my signature, I am legally authorized to bind the company to any obligations pursuant to this proposal.



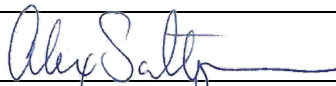
**Alex Saltzman**, *Senior Vice President of Inside Sales*  
[asaltzman@ebSCO.com](mailto:asaltzman@ebSCO.com)

## ATTACHMENT A PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") **No. 22-2326-3EMF Library Research Databases for Henrico County Public Schools.**

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

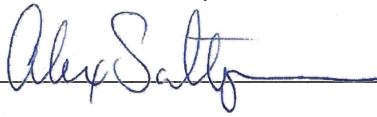
I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
<b>EBSCO Information Services, LLC</b>
ADDRESS:
<b>10 Estes St., Ipswich, MA 01938</b>
FEDERAL ID NO: <b>86-3370771</b>
SIGNATURE: 
NAME OF PERSON SIGNING (PRINT): <b>Alex Saltzman</b>
TITLE: <b>Senior Vice President of Inside Sales</b>
TELEPHONE: <b>(978) 414-0309</b>
FAX: <b>(978) 356-5640</b>
EMAIL ADDRESS: <b>asaltzman@ebSCO.com</b>
DATE: <b>6/10/2022</b>



## ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: EBSCO Information Services, LLC

This form completed by: Signature:  Title: Senior Vice President of Inside Sales

Date: 6/10/22

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- ☐ SMALL BUSINESS
- ☐ WOMEN-OWNED BUSINESS
- ☐ MINORITY-OWNED BUSINESS
- ☐ SERVICE-DISABLED VETERAN
- ☐ EMPLOYMENT SERVICES ORGANIZATION
- ☒ NON-SWaM (Not Small, Women-owned or Minority-owned)

**SUPPLIER REGISTRATION** – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? ☒ Yes ☐ No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

\_\_\_\_\_ NUMBER

\_\_\_\_\_ DATE

### DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

**"Small business"** means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

**"Women-owned business"** means a business that 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 is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

**"Minority-owned business"** means a business that is at least 51 percent owned by one or more minority individuals 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 the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

**"Minority individual"** means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

**"Service disabled veteran business"** means a business that is at least 51 percent owned by one or more service disabled veterans 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 the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

**"Service disabled veteran"** means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

**"Employment services organization"** means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

**ATTACHMENT C**  
**Virginia State Corporation Commission (SCC)**  
**Registration Information**

**The Offeror: EBSCO Information Services, LLC**

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

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

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

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

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

**ATTACHMENT D**  
**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**

NAME OF OFFEROR: EBSCO Information Services, LLC

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material 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. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
N/A		

**ATTACHMENT F**  
**DIRECT CONTACT WITH STUDENTS**

Name of Offeror: EBSCO Information Services, LLC

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

**As part of this submission, I certify the following:**

- ☐ ☒ **None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A); an offense involving the sexual molestation, physical or sexual abuse, or rape of a child;**

**And (select one of the following)**

☒ **None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of any felony or any crime of moral turpitude.**

**or**

☐ **One or more individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of a felony or crime of moral turpitude that is not set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A) and does not involve the sexual molestation, physical or sexual abuse, or rape of a child. (In the case of a felony conviction meeting these criteria, the contractor must submit evidence that the Governor has restored the individual’s civil rights.).**

  
\_\_\_\_\_  
*Signature of Authorized Representative*

**Alex Saltzman**  
*Printed Name of Authorized Representative*

**EBSCO Information Services, LLC**  
*Printed Name of Vendor*  
*(if different than Representative)*

## Tab 2 – Statement of the Scope

### Executive Summary of Offer

With an established history of working together to provide residents across Henrico County with valuable library resources, EBSCO is committed to supporting HCPS's ongoing content needs. In recent years and as a current customer, EBSCO has been proud to offer countywide access to key databases, including Advanced Placement Source and NoveList K-8 Plus. It would be EBSCO's great privilege to expand this partnership with additional research databases to meet the specifications outlined in this RFP. We are happy to work with you toward meeting your library, resource and budget needs.

EBSCO recognizes HCPS as an innovative leader in educational excellence. EBSCO's own mission statement is to transform lives by providing relevant and reliable information when, where and how people need it. Under this core philosophy, we operate in a manner that ensures our customers are provided vetted, quality information through accessible, online platforms. Akin to HCPS, EBSCO believes that information is a powerful tool for change, and we seek to support HCPS's mission to engage students in diverse learning experiences to help them become better contributing citizens.

In recent years, EBSCO has supported HCPS needs with Advanced Placement Source and NoveList K-8 Plus. In response to this RFP, we are pleased to offer continued access to these products, as well as a selection of additional resources that may be of interest to HCPS given the project scope:

- Advanced Placement Source [Renewal](#)
- Complete Online Package:
  - MAS Complete
  - Newspaper Source Plus
  - Consumer Health Complete
  - TOPICsearch
  - Education Research Complete
  - ERIC
- EBSCO Discovery Service
- EBSCO eBooks Cricket Collection
- Education Source
- Ethnic Diversity Source
- History Reference Center
- Literary Reference Center Plus
- Middle Search Plus
- NoveList K-8 Plus [Renewal](#)
- Points of View Reference Center
- Primary Search
- Science Reference Center

These resources are available à la carte, allowing HCPS to pick and choose what is most suitable.

Of particular note, EBSCO would like to highlight the unique value that our offer brings when compared to competitors. EBSCO offers more full text content in our databases than any other vendor, with key title coverage that is not available through competitors. For example, when compared against Gale In Context: High School, EBSCO's database offer includes thousands of unique active full-text journals:

Database Name	Total Active Full-Text Journals	Active Full-Text Journals OVERLAP	Active Full-Text Journals UNIQUE
Advanced Placement Source	2,530	161	2,369
Complete Online Package	1,335	143	1,192

Education Source	1,329	59	1,270
Ethnic Diversity Source	453	25	428
History Reference Center	104	9	95
Literary Reference Center Plus	468	67	401
Middle Search Plus	81	16	65
Points of View Reference Center	109	26	83
Primary Search	56	1	55
Science Reference Center	124	26	98

Key unique titles per database include:

Database Name	Publication Name	Full Text Start
Advanced Placement Source	<i>American Journal of Public Health</i>	8/1/1971
	<i>The Atlantic</i>	1/1/1993
	<i>California Management Review</i>	1/1/1985
	<i>Congressional Digest</i>	10/1/1921
	<i>Journal of Climate</i>	1/1/1998
	<i>Journal of Coastal Research</i>	1/1/2004
	<i>Journal of Economic Issues</i>	1/1/2009
	<i>Nation</i>	1/1/1900
	<i>New Republic</i>	11/7/1914
	<i>TIME Magazine</i>	5/7/1990
Complete Online Package	<i>Art in America</i>	11/1/2002
	<i>Dirt Bike</i>	10/1/2003
	<i>Essence</i>	1/1/1992
	<i>Golf Magazine</i>	4/1/2010
	<i>Hot Rod</i>	7/1/1998
	<i>National Wildlife</i>	6/1/1990
	<i>PCWorld</i>	1/1/1996
	<i>People</i>	1/1/1994
	<i>Rolling Stone</i>	7/1/1990
	<i>Saturday Evening Post</i>	1/1/1931
	<i>SELF Magazine</i>	11/14/2017
	<i>Sports Illustrated</i>	9/21/1992
	<i>Swimming World</i>	1/1/1994
	<i>Teen Ink</i>	2/1/2000
	<i>U.S. News &amp; World Report</i>	5/1/1990
Education Source	<i>Behavioral Disorders</i>	2/1/1997
	<i>Discourse: Journal of Childhood &amp; Adolescence Research</i>	2/1/2008
	<i>Educational &amp; Child Psychology</i>	3/1/2009
	<i>Educational Leadership</i>	10/1/1943
	<i>Exceptional Children</i>	11/1/1950

	<i>GWP: Gesellschaft Wirtschaft Politik</i>	2/1/2008
	<i>International Studies in Educational Administration</i>	9/1/2001
	<i>Journal of Social Studies Research</i>	10/15/2001
	<i>Lernen und Lernstörungen</i>	10/1/2015
	<i>Pädagogik</i>	6/1/2017
	<i>Perceptual &amp; Motor Skills</i>	1/1/2011
	<i>Phi Delta Kappan</i>	1/1/1994
	<i>School Library Journal</i>	9/1/1974
	<i>Zeitschrift für Pädagogik</i>	12/1/2014
	<i>ZQF - Zeitschrift fuer Qualitative Forschung</i>	3/1/2007
<b>Ethnic Diversity Source</b>	<i>Afro-Americans in New York Life &amp; History</i>	1/1/2007
	<i>Afro-Hispanic Review</i>	3/1/2000
	<i>American Indian Quarterly</i>	1/1/1990
	<i>Black Camera</i>	11/1/2014
	<i>Bulletin of Hispanic Studies</i>	12/1/1923
	<i>Cultural Critique</i>	1/1/2011
	<i>Jewish Quarterly Review</i>	7/1/2002
	<i>Journal of American Indian Education</i>	11/1/2012
	<i>Journal of Black Studies</i>	5/1/2016
	<i>Journal of Cross-Cultural Psychology</i>	7/1/2009
	<i>Journal of Negro Education</i>	1/1/1994
	<i>Journal of West Indian Literature</i>	4/1/2008
	<i>Washington Report on Middle East Affairs</i>	1/31/1990
	<i>Whispering Wind</i>	1/1/2007
	<i>Wicazo Sa Review</i>	9/1/2010
<b>History Reference Center</b>	<i>American History</i>	6/1/1994
	<i>History Today</i>	1/1/1975
	<i>Military History</i>	6/1/1996
	<i>Vital Speeches of the Day</i>	10/8/1934
	<i>World War II</i>	7/1/1996
<b>Literary Reference Center Plus</b>	<i>Black Warrior Review</i>	9/1/2007
	<i>Five Points</i>	6/1/2006
	<i>Kenyon Review</i>	1/1/1979
	<i>Ninth Letter</i>	6/1/2009
	<i>River Teeth</i>	8/1/2009
<b>Middle Search Plus</b>	<i>Cobblestone</i>	1/1/1993
	<i>Cricket</i>	5/1/1990
	<i>Faces</i>	1/1/1993
	<i>Junior Scholastic</i>	1/1/1998
	<i>Muse</i>	9/1/2014
	<i>Ranger Rick</i>	1/1/1994

	<i>Scholastic Math</i>	1/1/1999
	<i>Scholastic Scope</i>	7/1/1999
	<i>Sports Illustrated Kids</i>	1/1/1993
	<i>Time for Kids</i>	9/12/1997
<b>Points of View Reference Center</b>	<i>First Things: A Monthly Journal of Religion &amp; Public Life</i>	1/1/2000
	<i>Harvard Political Review</i>	9/1/2011
	<i>Skeptic</i>	7/1/1995
	<i>Stanford Social Innovation Review</i>	1/1/2008
	<i>Supreme Court Debates</i>	4/1/1998
<b>Primary Search</b>	<i>Ask</i>	9/1/1998
	<i>Click</i>	7/1/2002
	<i>Highlights</i>	9/1/1993
	<i>Jack &amp; Jill</i>	1/1/1994
	<i>Ladybug</i>	1/1/1994
	<i>Ranger Rick Jr.</i>	11/1/2013
	<i>Science World</i>	1/24/1992
	<i>Scout Life</i>	5/1/1990
	<i>Spider</i>	1/1/1994
	<i>Zoobooks</i>	9/1/2011
<b>Science Reference Center</b>	<i>Archaeology</i>	1/1/1999
	<i>Discover</i>	1/1/2001
	<i>New Scientist</i>	1/1/2002
	<i>Science News</i>	1/4/1975
	<i>Scientific American</i>	1/1/2007

Below, we have outlined how our offer aligns with and supports the specific requirements set forth by HCPS. Additional requested information is provided in the tabs that follow.

## Meeting the Scope of Services

### A. General Requirements

The proposed solution shall provide:

1. A solution for PK-12 coverage for general encyclopedia databases including, but not limited to dictionary, thesaurus, almanac and atlas.

EBSCO's complete offer represents comprehensive PK-12 coverage, acting as a powerful reference and research resource for students of all ages. EBSCO has included both broad, multidisciplinary resources as well as targeted subject-specific databases to cover key areas of study.

While EBSCO's offer goes beyond general encyclopedic coverage, also including coverage of full text journals, magazines, newspapers, books and more, we do cover several key encyclopedias and dictionaries across our resources. Many EBSCO databases also feature a subject specific thesaurus of subject terms that relate to content on those databases. For example, Education Source features an



education thesaurus. The thesaurus allows users to browse for subject terms that can be used to search the database. Subject terms are assigned based on article content, allowing users to create a targeted search.

Specific title coverage for dictionaries and encyclopedias in applicable databases include:

Database	Notable Resources Include...
History Reference Center	<i>Encyclopedia of North American Indians</i> <i>Encyclopedia of the History of Arabic Science</i> <i>Encyclopedia of World History</i> <i>Encyclopaedia of Aboriginal Australia</i> <i>Columbia Electronic Encyclopedia</i> <i>Reader's Companion to American History</i> <i>Reader's Companion to Military History</i> <i>Reader's Companion to U.S. Women's History</i>
Literary Reference Center Plus	<i>Continuum Encyclopedia of American Literature</i> <i>Continuum Encyclopedia of British Literature</i> <i>Continuum Encyclopedia of Children's Literature</i> <i>Continuum Encyclopedia of Modern Criticism &amp; Theory</i> <i>Continuum Encyclopedia of Young Adult Literature</i> <i>Columbia Electronic Encyclopedia</i> <i>Encyclopaedia Britannica</i> <i>Encyclopedia Mythica</i> <i>Encyclopedia of African-American Writing</i> <i>Encyclopedia of British Women Writers</i> <i>Encyclopedia of Literature &amp; Criticism</i> <i>Encyclopedia of the Ancient World</i> <i>HarperCollins Reader's Encyclopedia of American Literature</i> <i>Melville Encyclopedia: The Novels</i> <i>Merriam-Webster's Encyclopedia of Literature</i> <i>New Princeton Encyclopedia of Poetry &amp; Poetics</i> <i>Columbia Companion to the 20th Century American Short Story</i> <i>Webster's Unabridged Dictionary</i> <i>Columbia Dictionary of Modern European Literature</i> <i>Columbia Dictionary of Modern Literary &amp; Cultural Criticism</i> <i>Columbia Dictionary of Quotations from Shakespeare</i> <i>Continuum Shakespeare Dictionaries</i> <i>Dictionary of World Biography</i> <i>Merriam-Webster Dictionary of Quotations</i>
Science Reference Center	<i>Encyclopedia of Coastal Science</i> <i>Encyclopedia of Endangered Species</i> <i>Encyclopedia of Energy</i> <i>Encyclopedia of Math &amp; Society</i> <i>Encyclopedia of Science in the Twentieth Century</i> <i>Encyclopedia of Sediments &amp; Sedimentary Rocks</i> <i>First Fun Encyclopedia</i> <i>First Fun Science Encyclopedia</i> <i>Peterson Field Guide to Rocks &amp; Minerals</i>

	<i>Peterson Field Guide to Stars &amp; Planets</i> <i>Peterson Field Guide to Western Medicinal Plants &amp; Herbs</i> <i>Yearbooks in Science</i> <i>Encyclopedia of Animals</i> <i>Dictionary of Energy &amp; Fuels</i> <i>Dictionary of Fire Protection Engineering</i> <i>Dictionary of Oil &amp; Gas Production</i> <i>First Fun Dictionary</i> <i>Illustrated Dictionary of Entomology</i>
<b>Primary Search</b>	<i>Funk &amp; Wagnalls New World Encyclopedia</i> <i>Encyclopedia of Animals</i> <i>Children's Heritage Dictionary</i>
<b>Middle Search Plus</b>	<i>Funk &amp; Wagnalls New World Encyclopedia</i> <i>Encyclopedia of Animals</i> <i>Columbia Electronic Encyclopedia</i> <i>New Oxford American Dictionary</i>
<b>Complete Online Package</b>	<i>Columbia Electronic Encyclopedia</i> <i>Routledge Encyclopedia of Language Teaching &amp; Learning</i> <i>Merriam-Webster's Medical Desk Dictionary</i>
<b>Education Source</b>	<i>Routledge Encyclopedia of Language Teaching &amp; Learning</i>

**2. The ability to print and/or email and/or transfer to Google Drive accounts of full text, abstracts, and graphics and does not require email access on the searching computer.**

EBSCO supports printing, emailing, saving or exporting both record citation information and full text, as well as permalink and sharing options. These capabilities are available through use of the Personal Folder feature, or from the detailed record page for an individual search result.

Users can quickly add results to the folder one at a time (from the result list or from within a detailed record) or in complete sets (e.g., add results 1-20). At any point when a folder has items, users can quickly output any or all records with a simple click. As noted, output options for an individual record (without use of the folder) are available from the detailed record view.

Further details on the tools available are provided below:

**Print** – As noted, record citation information can be printed from the Personal Folder and Detailed Record. If the item offers HTML text, users can choose to include this as part of the printout. To print an item in PDF Full Text format, the Adobe Reader Print option must be used. When viewing the PDF document in- browser, the Adobe Print option (a printer icon) is included on the Adobe Reader toolbar, located above the article. Regardless of format, full text content would be inclusive of graphics and images.

**Email** – In addition to standard field formats, users may choose to email in plain text format; to include the HTML/PDF full text (when available); or to send a customized selection of fields, ensuring that only the most relevant information is included. These fields include:

- Abstract Information
- Dates
- ISBN
- Links
- Physical Information
- Description
- Series Information
- Table of Contents
- Authors
- Document Type
- Subjects
- ISSN
- Notes
- Publication Information
- Source
- Title
- Conference
- Identifiers
- Language Information
- Other Title Information
- Publication Type

**Save** – When using the Save option, researchers can save an HTML link to the article and the HTML full text (when available). They can also choose from the same standard and customized field options as outlined in the e-mail tool above.

**Share to Google Drive/Google Classroom** – EBSCO supports Google Classroom to help educators easily share EBSCO content with students. Google Classroom allows educators to create and organize assignments and communicate with their students. Google Classroom integration icons are available in EBSCO Discovery Service, allowing articles to easily be shared at the Article Detail and Full Text level.

Users also have the option to save an article's Detailed Record, HTML Full Text, or PDF Full Text to their Google Drive. When a user selects the Google Drive tool, they must link to their specific Google Drive using the standard, secure Google Sign In protocol. Users must allow EBSCO to access the Google Account so that the information can be sent. Any records with PDF full text are saved as a PDF file, while the Detailed Record and HTML Full Text are saved a Google Docs file. This file will display any images attached to the record as well when viewing in Google Docs

### 3. Lesson plans and/or resources tied to Virginia SOL.

To assist educators in integrating EBSCO resources into the curriculum, we have created a number of lesson plans across school subject areas. The following link includes a list of all lesson plans by product for easy reference: <https://connect.ebsco.com/s/article/Where-can-I-find-lesson-plans-that-integrate-EBSCO-resources> While these lesson plans do not necessarily tie directly to Virginia SOL, they are based on Common Core standards and best practices.

Of note within EBSCO's offer to HCPS, lesson plans have been specifically designed to integrate with History Reference Center, Literary Reference Center Plus, Points of View Reference Center and Science Reference Center.

In addition, select databases include the Curriculum Standards module, which provides hierarchical, up-front browsing that directs the educator. Drop-down limiters in the module include State, Standard, Subject, Year and Grade. These selections include the Virginia-specific Standards of Learning (SOL) for Science, Mathematics, Economics & Personal Finance, English and History & Social Science.

Once these selections are made, a view of the standard is presented. Using plus and minus signs that precede the text, teachers can collapse and expand the standard in order to navigate to the specific

educational benchmarks. EBSCO-specific search strings are found within many of the benchmarks to help educators find relevant content.

Within EBSCO's offer, the Curriculum Standards module is available in the Reference Shelf area for:

- History Reference Center
- Literary Reference Center Plus
- Points of View Reference Center
- Science Reference Center

Overall, EBSCO's online research databases are powerful tools that can be used by students to access information as they develop critical thinking skills such as analysis, synthesis and evaluation. Using EBSCO databases and interfaces brings together the AASL's Standards for the 21st Century Student with the steps of the research process, which can help to meet the objectives of school curricula and the Common Core. These standards related to the Virginia SOL for Digital Learning Integration, which improve the functional literacy of students in the digital world. Of most relevance to database products, our offer will help students to become better:

- **Digital Citizens** – students can engage in the digital world in a safe and ethical manner through EBSCO's quality, vetted research resources
- **Global Collaborators** – students can be exposed to a variety of perspectives in both primary and secondary source documents, and can collaborate with classmates through shared folders and projects
- **Computational Thinkers** – students can test various searching strategies and determine appropriate solutions to their guiding research questions
- **Empowered Learners** – students can learn to develop powerful search queries and take an active role in choosing quality, aligned resources
- **Knowledge Constructors** – students can utilize personal folders to curate collections of relevant digital resources to support project work

#### 4. Copy ready citations, format tools, compatible with citation builder such as Noodle Tools.

The EBSCOhost, Explora and EBSCO Discovery Service (EDS) interfaces provide users with Cite and Export features for bibliographic management, allowing them to easily create, print and save bibliographic information.

The **Cite** feature generates bibliographic information in the following citation styles:

- ABNT (Brasil)
- American Medical Association (AMA) – 11th Edition
- American Psychological Association (APA) – 7th Edition
- Chicago/Turabian: Author-Date – 17th Edition
- Chicago/Turabian: Humanities – 17th Edition

- Harvard: Australian
- Harvard: Author-Date
- Modern Language Association (MLA) – 8th Edition
- Vancouver/ICMJE

The above citations can be copied and pasted into a user's personal document. Alternatively, EBSCO offers useful tools and features for users working with bibliographic management software.

For example, users can easily connect, export and manage their search results via the **Export** icon. This option is available at the Article Detail level, for users exporting a single record citation. Multiple articles can also be cited and exported at once, by adding articles to the session (temporary) or personal folder (via login).

Using the **Export** option, researchers can save citations to a file formatted for:

- Direct Export in RIS Format (e.g., CITAVI, EndNote, ProCite, Reference Manager, Zotero)
- Generic bibliographic management software
- Citations in XML format
- Citations in BibTeX format
- Citations in MARC21format
- Direct Export to RefWorks
- Direct Export to EndNote Web
- Direct Export to EasyBib
- Direct Export to NoodleTools
- Download CSV

When selecting the Export option, users also have the option to email a file with citations in the following formats:

- RIS Format (e.g., CITAVI, EndNote, ProCite, Reference Manager, Zotero)
- Generic bibliographic management software
- Citations in XML format
- Citations in BibTeX format
- Citations in MARC21 format

## 5. Translation for ELL students and language classes and audio for students.

Any HTML full text available on EBSCOhost, Explora and EBSCO Discovery Service includes several options to support ELL students and other language learners. If enabled by the library administrator, HTML full text may be translated from English into one of the following languages: Arabic, Bulgarian, Chinese (Simplified), Chinese (Traditional), Czech, Danish, Dutch, French, German, Greek, Hausa, Hebrew, Hindi, Hungarian, Indonesian, Italian, Japanese, Korean, Norwegian, Pashto, Persian (Farsi), Polish, Portuguese, Romanian, Russian, Serbian, Slovakian, Slovenian, Spanish, Swedish, Thai, Turkish, Ukrainian, Urdu, Vietnamese

To translate the full text of an article, from the article detail, or from the HTML full-text view of the article, users would select a language from the 'Choose Language' drop-down list, and then click

'Translate.' The full text of the article is presented in the language selected. To return to English, users would click 'Return.'

EBSCOhost, Explora and EBSCO Discovery Service also feature Text to Speech for articles in HTML format. Users can select an article they would like read aloud, as well as their preferred speaking accent (American, Australian or British). Users can then select "play" and the audio will begin. Alternatively, they can download the audio to an MP3 file.

Users can also select preferred speed and options, including text highlighting (word color, sentence color, text color), enhanced text visibility and automatic scrolling. Furthermore, users may choose to only have a section read by highlighting the passage of desired text and selecting "listen."

**6. A variety of formats (video, audio, ebook, reference, periodical, transcript, etc.) which include primary and secondary source documents.**

EBSCO's databases include a variety of formats for both primary and secondary source documents. In select databases, users can specifically filter to Primary Source content using the Source Type filter. The following databases included in EBSCO's offer include the Primary Source option, allowing users to filter to thousands of full text records labeled as Primary Source:

- Complete Online Package (MAS Complete) – more than 55,000 full text records
- Middle Search Plus – more than 55,000 full text records
- Primary Search – nearly 1,000 full text records
- Points of View Reference Center – more than 39,000 full text records
- History Reference Center – more than 56,000 full text records

While these databases specifically include the Primary Source filter option, other Primary Source documents, such as letters, government documents, speeches, Supreme Court cases, etc. may be found in EBSCO's other offered databases. Users may still filter by various Source Types that are commonly Primary Source.

Regardless of whether full text is a primary or secondary source, articles in EBSCO databases are in HTML and/or PDF format, as available. PDF is the primary full-text format for academic journals (including STM and soft sciences).

For popular magazines with many images, if EBSCO has rights to provide compound images, we will scan and embed color images within the HTML. Image rights are acquired for most articles in EBSCO full-text databases, available in both PDF and HTML when images are embedded.

E-books are available in PDF and/or EPUB format.

All of our video content moving forward is in the .MP4 format, which means there is no need for any plug-in or other software to be installed in order to view them. While older collections may still contain content in .wmv format, and some of them use Flash, these represent a tiny fraction of our collection.

**7. Reading, vocabulary, and conceptual level appropriate for age level of students.**

While EBSCO serves a range of audiences, from PreK-12 to postsecondary students and public library patrons to medical staff, we recognize the unique needs of the audiences we serve. As such, EBSCO creates distinct databases tailored to various reading, vocabulary and conceptual levels, which is critical to support the development that takes place for students moving through the PreK-12 pipeline.

All of EBSCO's offered databases are appropriate for the PK-12 environment. Select databases are further tailored to a subset of the PK-12 journey. These include Primary Search, Middle Search Plus and Advanced Placement Source. These resources have been specifically curated to serve the particular age level indicated in their name.

To assist users and teachers in locating level-appropriate content, EBSCO and MetaMetrics have formed a partnership that allows EBSCO to use the MetaMetrics Lexile Analysis tool to measure and score the text difficulty of articles in which EBSCO has secured rights from publishers. With this technology solution in place, the tool meets a near-100% acceptable variation (within one grade level or less) between the automated process set up by EBSCO and the manual process that is used by MetaMetrics.

Lexile indicators are available in the following databases within EBSCO's offer:

- Advanced Placement Source
- Complete Online Package (MAS Complete, Newspaper Source Plus)
- History Reference Center
- Middle Search Plus
- NovelList K-8 Plus
- Points of View Reference Center
- Primary Search
- Science Reference Center

## **8. Articles that can be linked to Schoology and/or other district platform programs.**

EBSCOhost and EBSCO Discovery Service feature LTI integration with automatic role provisioning, allowing end users seamless, authenticated access to library content from within any LTI v1.3-compliant LMS. Faculty can easily search across, find and select library content to support curriculum, providing students with direct links to selected content from within the LMS. The integration works with any LTI v1.3 compliant product – not just LMSs.

Currently, the Canvas, Blackboard, Moodle and Desire2Learn LMSs have been integrated, tested and supported by EBSCO; however, EBSCO has developed instructions for Schoology as well, which may be accessed at the following link: [https://connect.ebsco.com/s/article/LTI-in-EDS-EBSCOhost-Setting-up-LTI-Integration-for-Schoology?language=en\\_US](https://connect.ebsco.com/s/article/LTI-in-EDS-EBSCOhost-Setting-up-LTI-Integration-for-Schoology?language=en_US)

Full Schoology integration is planned for launch by September 1<sup>st</sup>, 2022.

## **9. Searches multiple encyclopedias/articles/etc.**

EBSCOhost searches can be broadcast across all available databases and resources contained within those databases. This means that with a single search, a user can search across multiple encyclopedias, full text journals, magazines, books and more to find relevant content.



As an added option, EBSCO is also offering EBSCO Discovery Service — a vendor-neutral, fully hosted discovery platform that supports unified searching of content across full-text databases, citation databases, the library catalog and other local collections. The interface functions very similarly to the EBSCOhost platform, with the added benefit of broadcasting searches across not only all applicable EBSCO resources, but also all compatible partner databases from other vendors, as well as local library content. This provides a fast, streamlined, user-centric approach to searching a library's entire collection via a single search box — an intuitive search experience designed to mirror the popular search engines that students are already accustomed to using.

**10. Ease of access. No more than 3 clicks from initial search to get to information.**

After executing a search, a user can get information in as little as one click. The search results list includes quick links directly to any available full text associated with a given record, allowing users to access an article, book, magazine or other resource in a single click. Alternatively, users can click the title of a search result to be brought to that result's Detailed Record, which includes all bibliographic information and other indexed metadata, as well as links to full text and user tools such as the Cite, Print, Email and Export tools.

**11. Multiple reading levels preferred (single articles that can be leveled for reading ability).**

At this time, EBSCO's solution does not include the ability to level a given article to different reading abilities. Select databases do include Lexile indicators, as described above.

**12. Graphic friendly, colorful interface, and are ADA compliant and comply with the Information Technology Accessibility Act Code of Virginia- 2-2-3500)**

To support younger students, we recommend using the Explora interface, which is highly visual and graphics-oriented. Based on extensive user research, EBSCO developed the Explora search interface to meet the search expectations of today's K-12 students. It currently comes in two school iterations: Explora for Primary Schools (K-5) and Explora for Secondary Schools (6-12). Regardless of which, Explora offers a user-friendly, visually appealing experience, complete with colorful design and dynamic graphics. It also includes the vast majority of EBSCOhost features and functionality, traditionally valued in academic settings worldwide.

As part of the experience, Explora offers easy-to-browse categories organized by popular topic (i.e., Animals, Arts & Music, Biographies, Geography, Language Arts, Math, Science & Health, Social Studies). Once a category is selected, it will bring the user to an A-Z list with extensive topic overviews — a helpful starting point for browsing and research.

Regarding ADA-compliance and overall accessibility considerations, EBSCO's goal is to provide a positive experience for all customers and users. To that end, accessibility is a key consideration in all product development and delivery strategies. EBSCO makes every reasonable effort to make products and services available to all customers and users, especially those with print disabilities, allocating significant time and resources towards ensuring their equal access.

As part of this, EBSCO strives to comply with the World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG) 2.0/2.1 Levels A and AA and Section 508 of the U.S. Rehabilitation Act



29 (U.S.C. § 794d and subsequent revisions. We use automated tools for testing accessibility issues, and regularly test using a variety of assistive technologies and tools, including:

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

When new assistive technologies are introduced in the market, EBSCO makes it a point to consider them in our testing and build.

In addition to screen reader capability, notable assistive technology features for EBSCOhost, Explora and EBSCO Discovery Service include:

- A text-to-speech feature for HTML full-text articles, which may be used by all users
- MP3 downloads available for HTML full-text articles, for multi-modal learning and portability
- Headings and landmarks for screen reader navigation
- Descriptive text for images and non-text elements
- Accessible full-text formats such as HTML, EPUB and DRM-free articles
- Transcripts for videos and audiobooks
- Responsive user interfaces for access on all devices

## B. Specific Requirements

**At a minimum, the proposed databases should include the following:**

### 1. High School

#### a. Academic coverage including:

**Collegiate level for AP and DE students, Literature/English, Social Studies/Cultures, Sciences, Current Issues, Business and Economics, Fine and Performing Arts, Technology, Career Education, Mathematics, World Language. Request at least 75% be full text.**

EBSCO's offer includes academic coverage aligned with the majority of subjects requested by HCPS. We have offered several databases specifically focused on key disciplines for the ultimate depth of coverage in a given subject area. Aligned resources for high school students include:

Subject Area	Aligned Resources
AP and DE	Advanced Placement Source
Literature/English	Literary Reference Center Plus Novelist K-8 Plus
Social Studies/Cultures	History Reference Center Ethnic Diversity Source Complete Online Package
Sciences	Science Reference Center Complete Online Package
Current Issues	Points of View Reference Center Complete Online Package
Business and Economics	Complete Online Package
Fine and Performing Arts	Literary Reference Center Plus

<b>Technology</b>	Science Reference Center
<b>Multidisciplinary/All</b>	Complete Online Package EBSCO Discovery Service

In terms of the percentage of full text available in EBSCOhost databases, please note that libraries have the ability to exclude valuable index- and abstract-only titles via the EBSCOadmin module, thereby presenting users with a 100% full-text database, if the library so chooses. We work to provide the largest number of full-text publications in our databases, but also provide a high number of abstracted and indexed journals to support libraries who purchase full text via other vendors and publisher e-journal packages. Our goal is to create a comprehensive and streamlined research experience, and we offer SmartLinking and CustomLinks technologies to allow for seamless linking to other subscribed resources when full text is not available through EBSCO databases.

A chart outlining the percentage of full text journals for each database is provided below. Note that the majority meet HCPS' request of 75% full text:

Database Name	Total Journals	Total Full-Text Journals	% Full-Text Journals
Advanced Placement Source	4,682	4,210	89.92%
Complete Online Package	4,130	2,240	54.24%
Cricket eBook Collection	N/A	N/A	N/A
EBSCO Discovery Service	N/A	N/A	N/A
Education Source	3,600	1,967	54.64%
Ethnic Diversity Source	480	478	99.58%
History Reference Center	184	141	76.63%
Literary Reference Center Plus	817	688	84.21%
Middle Search Plus	213	177	83.10%
NoveList	N/A	N/A	N/A
Points of View Reference Center	218	204	93.58%
Primary Search	125	105	84.00%
Science Reference Center	284	220	77.46%

**b. Advanced search that allows for:**

**Boolean operators, truncation, phrase searching, full-text only searching, proximity searching, topic browsing, publication searching, reading level, content type, peer reviewed, and date range searching.**

EBSCOhost, Explora and EBSCO Discovery Service offer several different ways for users to conduct a search, including traditional keyword searching and SmartText Searching. SmartText searching support natural language searching, allowing users to enter a phrase, sentence, paragraph or even whole pages into the search bar. SmartText search is more sophisticated and open-ended than traditional keyword search and generally results in more hits.

Regardless of search method, the interfaces support advanced search functions and operands that are facilitated by punctuation or other search commands. Examples include Boolean searching (AND, OR and NOT); truncation (\*); wildcards (# for extra characters, ? for unknown characters); and nested/proximity searching (N for near, W for within).

Furthermore, users can take advantage of a number of facets and limiters to target specific content. Common limiters (as available in a given database) include:

- *Full Text* – Limit to records with full text
- *Peer Reviewed* – Limit to records from scholarly, peer-reviewed sources
- *Published Date* – Limit to records published within a specified year range
- *Subject* – Limit to records within a certain subject area.
- *Publisher* – Limit to records from a particular publisher
- *Language* – Limit to records in a certain language
- *Publication* – Limit to records from a particular title
- *Source Type* – Limit to a specific publication or document type
- *Lexile* – Limit to records designated for a certain reading level (for select databases)

EBSCO Discovery Service includes several other limiters that suit its purpose as a cross-vendor and catalog searching solution, including Discipline, Library Location, Content Provider and Available in Library Collection.

EBSCOhost and Explora also offer several options for browsing indexed content. This content is organized within authority files, specific to the database(s) being searched. Authority file links can be accessed from the universal toolbar, and often include the following:

- **Subject/Thesaurus** – Upon selection of the Subject/Thesaurus, users can browse an A-Z list of subjects or subject terms. If users are searching multiple databases, several subject lists may be available. Alternatively, users can search for relevant subjects using the keyword “Browse for” field, in combination with one of the following radio buttons: “Term Begins With,” “Term Contains” or “Relevancy Ranked.” Upon entry, a list of relevant subjects is returned. Terms can then be checked off, added to the “Find” field and searched against the main database. Upon selecting a subject hyperlink, the user may also be presented with broader, narrower and/or related terms. In addition, “scope notes” define the overarching scope of the term’s coverage.
- **Publication** – Using the Publication authority file link, users can browse an A-Z listing of available publications represented within the selected databases. Alternatively, users can search for relevant publications using the “Browse for” field, in combination with one of the following radio buttons:
  - *Alphabetical* – Finds journals beginning with the letters entered. Results are displayed in alphabetical order.
  - *By Subject & Description* – Allows users to simultaneously search the subject, description and title fields of a journal.

- *Match Any Words* – Finds publications containing one or more of your terms. Results are displayed in order of relevance.
- **Cited References** – Some EBSCO databases provide the ability to “browse references.” To browse, users can enter search terms in the author, title, source, year or all citation fields. The results of a reference search are displayed below. The search fields remain available so that users can edit their search terms or run a new search.
- **Indexes** – Index Browsing allows users to browse a list of content for certain indexed fields in a database. Once a field is selected, users can browse an alphabetical list of terms within that field. Alternatively, users can “Browse for” a specific key term. The number of times each term appears in that field in the database is also displayed.
- **Images** – When an Image Collection is available, users can browse images by image type. Users can also combine a keyword search with an image type and receive the most relevant results.
- **Curriculum Standards** – EBSCO’s Curriculum Standards Module can help teachers correlate EBSCO content quickly and easily to Common Core, state- or Canadian province-specific curriculum standards. Available as a toolbar link on several interfaces, the module provides browsing of specific benchmarks, many which have recommended search strings for successful content retrieval. Benchmarks can be easily saved as text files for integration with written lesson plans.

## 2. Middle School

- a. **Academic content coverage appropriate for middle school including but not limited to: English/Literature, Social Studies/Cultures, Sciences, Current Issues, Business and Economics, Fine and Performing Arts. Request at least 75% be full text.**

As for high school students, EBSCO’s offer includes academic coverage aligned with the majority of subjects requested by HCPS. We have offered several databases specifically focused on key disciplines for the ultimate depth of coverage in a given subject area. Aligned resources for middle school students include:

Subject Area	Aligned Resources
English/Literature	Literary Reference Center Plus Novelist K-8 Plus EBSCO eBooks Cricket Media Collection
Social Studies/Cultures	History Reference Center Ethnic Diversity Source Complete Online Package
Sciences	Science Reference Center Complete Online Package
Current Issues	Points of View Reference Center Complete Online Package
Business and Economics	Complete Online Package
Fine and Performing Arts	Literary Reference Center Plus

<b>Multidisciplinary/All</b>	Middle Search Plus Complete Online Package EBSCO Discovery Service
------------------------------	--

As noted above for high school students, the majority of EBSCO's offered products meet the request of a minimum of 75% full text. We would like to reiterate that libraries can choose to exclude index- and abstract-only titles via the EBSCOadmin module if desired. This content does, however, support seamless linking to other subscribed resources where possible to create a more seamless research experience.

Database Name	Total Journals	Total Full-Text Journals	% Full-Text Journals
Advanced Placement Source	4,682	4,210	89.92%
Complete Online Package	4,130	2,240	54.24%
Cricket eBook Collection	N/A	N/A	N/A
EBSCO Discovery Service	N/A	N/A	N/A
Education Source	3,600	1,967	54.64%
Ethnic Diversity Source	480	478	99.58%
History Reference Center	184	141	76.63%
Literary Reference Center Plus	817	688	84.21%
Middle Search Plus	213	177	83.10%
NoveList	N/A	N/A	N/A
Points of View Reference Center	218	204	93.58%
Primary Search	125	105	84.00%
Science Reference Center	284	220	77.46%

- b. Advanced search should allow for Boolean operators, truncation, phrase searching, full-text only searching, proximity searching, topic browsing, publication searching, reading level, content type, peer reviewed, and date range searching.**

The same advanced searching options described above under High School apply. These include Boolean operators, truncation, phrase searching, full-text only searching, proximity searching, topic browsing, publication searching, reading level, content type, peer reviewed date range searching and more.

### 3. Elementary School

- a. Academic content coverage appropriate for elementary school including Virginia SOL content areas.**

To support elementary school students, EBSCO has included Primary Search and the EBSCO eBooks Cricket Media Subscription Collection. These resources are specifically designed for provide appropriate content for elementary school students. Teachers may also utilize the Reference Center resources, which include Lexiles to help filter content to age-appropriate reading levels as well as the Curriculum Standards module to map alignment to standards.

**b. Ease of use for student/teacher/librarian including help pages, lesson plans, dictionary, thesaurus, almanac and atlas.**

To support teachers and librarians, EBSCO resources offer a variety of learning tools and classroom applications, including:

- ✓ Lesson plans and study guides
- ✓ Infographics to enhance teaching and learning
- ✓ Subject-specific tools, such as science experiments
- ✓ Citation and dictionary help
- ✓ Differentiated learning tools, such as text-to-speech
- ✓ Language learning and ELL resources
- ✓ Post-reading quizzes and answers
- ✓ And more

Several of these resources are subject-specific and made available on-platform (e.g., science experiments in *Science Reference Center*). Others are made available via EBSCO Connect, the online support site for EBSCO databases and interfaces.

For students, many EBSCO databases feature a subject-specific thesaurus of terms that relate to content within the databases. The thesaurus allows users to browse for subject terms they can use to search the database. To browse a thesaurus of terms available in the database, user would select the Thesaurus link at the top of the EBSCOhost screen. If searching multiple databases, several subject lists may be available. These will appear in a drop-down list.

Upon selection, users can browse an A-Z list of subjects or subject terms. Alternatively, users can search for relevant subjects using the keyword “Browse for” field, in combination with one of the following radio buttons: “Term Begins With,” “Term Contains” or “Relevancy Ranked.” Upon entry, a list of subjects is returned. Terms can then be checked off, added to the “Find” field, and searched against the main database. Upon selecting a subject hyperlink, the user may also be presented with broader, narrower and/or related terms. In addition, “scope notes” define the overarching scope of the term’s coverage.

Pending the subject thesaurus being searched, users may also have the following options:

- When you **Explode** a term, you create a search query that “explodes” the subject heading. The headings are exploded to retrieve all references indexed to that term as well as all references indexed to any narrower subject terms.
- When you select **Major Concept** for a term, you create a search query that finds only records for which the subject heading is a major point of the article. Searches are limited with specific qualifiers (subheadings) to improve the precision of the search, and limited to major subject headings indicate the main concept of an article.
- If you select **both Explode and Major Concept**, you retrieve all references indexed to your term (and its narrower terms) and all articles for which the subject heading is a major point of the article.

### C. Reporting

**The proposed solution should provide a monthly data metric systems usage report, in a format to be agreed upon.**

EBSCO offers a variety of statistics to help libraries better manage and understand the usage of their resources. These are available to administrators at both the individual and aggregate levels, free of charge. They can be broken down by institution, library type and more, as preferred.

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

Full details on EBSCO's reporting capabilities are provided in **Tab 7 – Reporting and Monitoring**.

### D. Training and Support

- 1. Offerors should include a description of the optional or required training for implementation of programs as well as options for continued training (on-site, webinar, and printed materials) for all users. Offerors should provide pricing for training and Professional Development.**

While EBSCO's products are designed to be intuitive and easy to use, we do offer several training opportunities throughout the life of the contract, including live and on-demand virtual training and on-site sessions. Training options have been outlined in **Tab 8 – Training and Professional Development**.

- 2. The Successful Offeror shall offer a toll-free service number for help desk support to HCPS at a minimum from 8:00 am to 5 pm EST, Monday-Friday.**

EBSCO offers Technical Support free of charge to customers. EBSCO's Technical Support representatives are trained to fully resolve any questions or issues related to EBSCO products. EBSCO offers this support 24 hours a day, 7 days a week via the following methods:

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

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

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



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

## Technology Requirements

### A. User Interface

1. **Browser Support – the proposed solution shall:**
  - a. **Have compatibility with the current versions of multiple browsers- at minimum, current versions of Edge, Safari, and Chrome browsers.**
  - b. **Maintain compatibility with listed browsers and future versions/updates/releases of the listed browsers for the duration of the contract.**
  - c. **Only require standard browser plugins.**
2. **The proposed solution will be compliant with the Americans with Disabilities Act requirements for accessibility.**
3. **The proposed solution shall be cloud-based and delivered via the Internet over wireless LANs to the client's browser.**
4. **The proposed solution shall provide an intuitive user interface that allows for ease of use by teachers and students.**
5. **The proposed solution shall support mobile technology including but not limited to the specific mobile devices currently used in HCPS (iOS, Chromebooks and Android Platforms).**

EBSCOhost, Explora and EBSCO Discovery Service are a cloud-based, hosted web solutions available through any internet-connected device, including tablets and mobile phones. They are fully responsive interfaces that automatically adapts to the user's device to provide a full-featured searching experience. Each interface identifies which layout to apply using CSS media queries, which first detect the end-user's viewport (or screen width/resolution) and then applies the correct styles. They are also compatible with any common web browser and operating system.

However, for best results, EBSCO does recommend use of some minimum browser versions and settings, as outlined below:

**Internet Explorer:** Latest version plus one previous version

**Firefox:** Latest version plus one previous version

**Safari:** Latest version plus one previous version

**Google Chrome:** Latest version plus one previous version

**Microsoft Edge:** Latest Edge release plus one previous major version

**Other:** JavaScript, Cookies Enabled, DOM Storage

As a general practice, whenever possible, EBSCO uses open standard formats that do not require the use of proprietary software. If there is a recommended plug in (i.e., Adobe Acrobat Reader for viewing PDFs), these recommended plug-ins are available for free online, and EBSCO provides users with links to download these plug-ins, where appropriate.



Regardless of browser or operating system, EBSCOhost, Explora and EBSCO Discovery Service are designed for all levels of searching, providing both novice and experienced users with the speed and flexibility needed to conduct productive search queries. Searching is facilitated through several Basic and Advanced search options, which speak to all levels of research and produce quick, efficient results. Alternatively, users have access to several options for browsing available content, facilitated by simple toolbar tasks.

Regardless of search method, all prompts, menus, instructions, help and on-screen text are clear, concise and easy to follow. The EBSCOhost, Explora and EBSCO Discovery Service interfaces are extremely user-friendly and guide the user effortlessly through the searching process. Search options are customizable, supported by Boolean logic and feature enhanced subject indexing and journal searching to assist users in performing thorough investigations of their research topics. Beginners will find the commands easy to follow, while advanced researchers will have access to several sophisticated options.

A search can begin on either the Basic or Advanced Search screen, both of which offer a clean and intuitive layout, similar to popular search engines encountered across the web. Each search screen contains fields for entering search terms and other search options (limiters, expanders, etc.), presenting different techniques to help focus a query and retrieve information. As a result, users are able to create searches that are as broad or as narrow as needed, and display or save the results in a variety of ways.

In addition to the web interface, the EBSCO Mobile app for EBSCOhost and EBSCO Discovery Service is designed to provide library users with an easy way to access library resources, making scholarly research more convenient. Available on iOS and Android, the app taps into user intuitions to make the delivery of certain activities along the researcher's journey possible — or even preferred — through familiar native mobile interactions.

The EBSCO Mobile app enables users to:

- Find their library easily with device geolocation
- Search quickly and save articles for later reading
- Discover new content based on previous activity
- Leverage device technology such as biometric authentication and voice-to-text searching
- Keep articles organized with cross-device synchronization
- Share with friends using native iOS and Android tools
- Read or listen anytime, anywhere

Users can download the app and launch with an existing personal user account or may find their library listing and use the app without a personal user account. Users will benefit most from accessing with a personal account, however, as they will be able to take full advantage of the dynamic discovery, saving and sharing features of the app. Administrators may configure the mobile app to control what profile contents are made available to users.

## B. Integration

1. **The proposed solution shall provide methods for user account administration that are easy to use and maintain.**
2. **The proposed solution shall support a single sign-on solution that does not require staff or students to have a separate account or password for accessing the vendor's application.**

3. The proposed solution shall allow for LTI, Azure Active Directory or LDAP as a method of authentication and authorization.
4. The proposed solution shall provide a means to identify the individual or client using the application, authenticate the individual and determine the authorities and rights granted to that individual as well as a reporting engine for tracking usage and progress.
5. Any requirements for student, staff, course, roster or school information must be supported through a common specification. The exchange of data must be through a common protocol and not require the installation of vendor-specific software in the HCPS internal infrastructure. HCPS currently supports the following means of exchanging student information in order of preference but will accept other non-vendor specific protocols:
  - a) LTI integration as a Tool Provider (TP) with our LMS Solution (Schoology)
  - b) SIF - Student Information framework
  - c) Exchange of information through Clever - a third party vendor for exchanging common data for school systems; the Successful Offeror is responsible for any costs incurred with Clever implementation.
  - d) File exchange via the IMS OneRoster format to a vendor supported sFTP server
  - e) File exchange to a vendor-supported sFTP server. If this option is used the vendor must provide all specifications for file requirements in their proposal.
6. No additional fees may be charged to HCPS for data integration
7. The proposed data exchange solution must be described in detail in the Offeror's response. The proposed solution must also include limitations the Offeror has such as the number of teachers for a class and the number of schools associated with teachers and students.
8. Solutions that allow for seamless integration of their product through the IMS Global interoperability standards are preferred. The proposal shall provide a detailed description of the implementation and support the solution has for LTI version 1.1 ® or higher certified as a Tool Provider(TP) with our LMS Solution (Schoology).

All integration capabilities, including LTI compatibility with Schoology and Clever integration (among other methods) are described in response to **Tab 5 – Technical Administration, User Interface, Integration.**

### C. Infrastructure and System Administration

1. The proposed solution will provide a secure, web-based system for data in transit and at rest.
2. Successful Offeror(s) will document compliance with all local, state, and federal laws related to student data privacy.
3. The proposed solution shall contain neither commercial content nor serve as a vehicle to market goods and services.
4. Web Accessibility
  - a. The solution shall be accessible to persons with disabilities, including:
    - i. Blindness, color blindness, visual impairment
    - ii. Deafness, hearing impairment
    - iii. Speech impairment
    - iv. Mobility, strength, dexterity or reach impairment
  - b. The solution shall support the use of commonly available screen readers.
  - c. The solution shall comply with Federal Web Accessibility Standards (part of Section 508 of the Rehabilitation Act).
  - d. The solution shall meet Level A and Level AA guidelines as specified by the W3C's WCAG 2.0 guidelines.

6. The proposed solution shall be able to handle at least 60,000+ concurrent HCPS users with less than 30 ms latency. Offeror(s) must provide comprehensive documentation to evidence the ability to accommodate concurrent users based on data collected from a similar environment.
7. If the solution is reliant on LDAP authentication, HCPS will only accept a defined external IP address to allow Firewall transactions and will not accept the allowance of entire network segments.
8. HCPS shall have the ability to submit requests for an alteration of the digital content (including additional supporting data, modification of current data, or removal of data deemed inappropriate by HCPS) via email or web-based forms embedded in the digital content.

The majority of these web privacy and security requirements are addressed in **Tab 5 – Technical Administration, User Interface, Integration** and **Tab 6 – Infrastructure and Administration**. Accessibility is addressed above in section A of Meeting the Scope of Services.

Of note in these requirements, EBSCO's databases do not contain advertisements and do not serve as a vehicle to market goods and services.

Regarding the alteration of content, EBSCO will work with HCPS to tailor resources and profiles for the appropriate audience levels. We have curation practices in place alongside pre-built content control settings, which can be applied for HCPS at any time. We also provide the opportunity for customers to develop customized curation filters that reflect their individual library, classroom and community standards.

Our combined curation tools and practices can address common concerns related to inappropriate content for K-12 students. Together, we can ensure that research content and specific K-12 environments are educationally and developmentally appropriate.

Please contact EBSCO technical support with any requests for content curation.

#### **D. Computer, Software, and Network Specifications**

The proposed solution shall meet all performance requirements defined in this document and be currently compatible with the following minimum computer specifications as well as maintaining compatibility with updates/patches/versions of listed software for the duration of the contract (at a minimum beginning with the versions listed below).

1. Staff District-wide; All High, Middle Students and limited numbers for Elementary Students
  - a. Windows Laptop
    - i. Software
      1. OS – 64-bit, Windows 10, 1909 or higher; Win11
      2. Browsers – Google Chrome 98.x or above; Microsoft Edge 98.x or above
    - ii. Hardware: Dell Laptops – All:
      1. Specifications
        - a. Displays: 11" – 14" depending upon model
        - b. Network connections: wireless
  - b. Chromebooks (primary device for Elementary Students; 1<sup>st</sup> – 5<sup>th</sup>)
    - i. Software
      1. Chromium OS 97.x+ or above
    - ii. Hardware: Dell Chromebook 3100 (touch & non-touch):
      1. Specifications

- a. **Display – 11.6” HD (1366 x 768) Anti-Glare Non-Touch, Camera & Microphone, WLAN Capable - Display**
- c. **iOS Devices – Elementary and Secondary**
  - i. **Software**
    1. **iOS version – 15.x**
    2. **Safari browser**
  - ii. **Hardware (Based on iPad MR7F2LL/A)**
    1. **Display – 9.7 inch (diagonal) LED-backlit, multi-touch with IPS technology**
    2. **Wireless-A, Wireless-AC, Wireless-B, Wireless-G, Wireless-N**

As noted in section A, EBSCO’s solution is browser-based and compatible with all major browsers, including those listed above. It is OS- and device-agnostic and only requires connection to the internet to be used.

## E. Networking Environment

1. **District Internet Bandwidth**
  - a. **2x 8 Gbps Comcast ENI circuits to supply a total district bandwidth of 16 Gbps of Internet Service to the Data Center which is then distributed to the entire district via the size and type of WAN circuits listed above.**
2. **Firewall Protection**
  - a. **Firewalls are in use**

EBSCO has no documented bandwidth requirements. EBSCO utilizes Imperva SecureSphere and SignalSciences web application firewall products. Customers generally do not need to adjust their own firewalls, as our services are web based using standard HTTPS encryption. Only customers with whitelisted website restrictions will need to make adjustments to work with EBSCO products.

## Value-Added Benefits

In addition to the high-quality content and features offered, EBSCO presents several value-added benefits of partnership at no additional cost. These include:

- **Enhanced Accessibility.** EBSCO offers easy-to-use, accessible search interfaces designed to be user friendly and convenient for all library users and student researchers.
- **Advanced Security.** The privacy and protection of customer and library data is of the utmost importance to EBSCO. Many of our products are certified compliant with the ISO 27001 security framework, evidencing our commitment to industry standards. This certification extends to the EBSCOadmin and EBSCOhost platforms, among others.
- **Local and Remote Access.** Local and remote access is available to all users, with various options for user authentication, including by IP address, referring URL, individual User ID/Password, etc.
- **Abundant Unique Content.** EBSCO works to provide the largest number of full-text publications on-product, offering active, full-text coverage for many journals and magazines that are unique to EBSCO, and not available through competitors.

- **Complimentary Training.** EBSCO can provide customized training support to help maximize administrator and end user success with EBSCO resources.
- **Industry-Leading Customer Service.** EBSCO places the needs of customers at the forefront of product development, implementation and support strategies. Customer surveys consistently rank EBSCO with a customer satisfaction rating well over 90%.
- **History and Strength.** EBSCO's commitment to customers and understanding of their needs has contributed to the company's success and growth in the information industry over 75 years. EBSCO maintains a Dun & Bradstreet financial strength rating of 5A1—the highest awarded—which not only speaks to our financial strength, but underscores the importance placed on providing outstanding service.
- **Dedicated Project Management.** EBSCO provides each customer with an experienced project management team to assist with implementation, ongoing collection development, training and support, as needed. This team and these support services will be available throughout the life of your relationship with EBSCO.
- **Guaranteed Uptime.** With thousands of customers, serving millions of end users, EBSCO's technical experience in delivering online content to libraries is second to none. EBSCO manages multiple worldwide redundant data centers to ensure 24 hour-a-day and 365 day-a-year availability of our products and services, with a guaranteed uptime of 99.9% a year.

## Summary

In partnership with HCPS, EBSCO extends our commitment to students and staff across the county. As a company and as individuals working to support this project, EBSCO dedicates itself to providing the highest quality resources for users' research, reference and recreation. With this offering, we hope to contribute toward HCPS's success and to best position your students to learn, grow and thrive.

## Tab 3 – Offeror Qualifications, Experience, Resumes and Financial Capacity

### History of the Organization

EBSCO Information Services, LLC is a wholly owned subsidiary of EBSCO Industries, Inc. — one of the largest privately held and family-owned companies in the United States. EBSCO Industries was founded as a subscription agent in 1944 and has been in business for **more than 78 years**. Since its inception, EBSCO has significantly grown and evolved to become a worldwide leader in the provision of diversified information services, and an innovator of related technologies.

Throughout the years, EBSCO has experienced healthy and consistent growth, both organically and through acquisition. Our product and service lines continue to expand, along with our geographic reach. EBSCO now has 30 offices located around the world. The company's mission is to transform lives by providing valuable information to users worldwide, when, where and how they need it, through affiliated libraries, corporations, hospitals and other institutions.

Historically, EBSCO is renowned as a subscription management agency for print serials. The company's focus expanded in 1995 when EBSCOhost was launched, enabling internet access to subject index and full-text databases of journal content, aggregated from the world's top publishers. In earlier years, this information was delivered to libraries via print materials, and later via CD-ROM. The EBSCOhost platform now powers nearly 450 EBSCO databases, as well as EBSCO eBooks, Flipster, NoveList and EBSCO Discovery Service.

### Scale of Operations

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

Currently, EBSCO is the global leader in the provision of diversified information services, currently providing access to products and services to **more than 133,000 sites worldwide**, across all markets (public, academic, K-12, corporate, medical and government).

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

EBSCO's core capabilities lie in our diversified product lines and in-house teams, which have the full capacity to carry out all aspects of business with HCPS, from implementation to ongoing support. With nearly 3,000 specialized staff across all operational areas, the EBSCO team is fully equipped to support all services provided to HCPS, including product and technical support, training, product development and management. No subcontracting will be required for this project.

## Experience with PreK-12 Institutions

With a strong K-12 focus, many of EBSCO's products and solutions are specialized for school use, designed to provide students with the best content and most relevant results for their research needs. As an example, the Explora interfaces for primary and secondary schools were designed after extensive user testing to meet the expectations of today's students. Furthermore, with direct linking between EBSCO products on a single interface, searches can yield e-books, videos, articles and more, all with a single click — simplifying the student experience and streamlining staff workflows.

Spanning key subject areas, EBSCO content includes thousands of informational texts to support the shift toward non-fiction reading and analysis in classrooms, including primary and secondary source documents. Curated from a number of popular and academic sources, articles range in text type and level of complexity, offering balanced content for both elementary and secondary grades. Databases are developed to serve a particular research purpose and/or audience, with a variety of databases focused on common K-12 subjects.

In support of education, learning and academic success, EBSCO's offer also includes lesson plans, research guides, citation help, grade- and subject-specific instructional guides, curated book lists, engaging multimedia resources — including a new Enhanced Video Experience — and more, along with comprehensive reporting on user engagement. Select databases also include Lexile measurements, developed through partnership with MetaMetrics. We are actively listening to the needs of today's K-12 institutions, refining our interfaces and developing strong integrations with popular K-12 technologies, including the Google Suite for Education (Drive, Classroom, Scholar, Sign-In), Clever (planned July 2022) and Schoology (official integration planned September 2022).

Currently, academic and K-12 institutions are EBSCO's largest customer base, with K-12 schools comprising the majority of our accessing sites. We are a proud partner with school districts, cooperatives and consortia worldwide, **including the FindIt VA program which supports more than 130 public school districts across Virginia**. In addition, EBSCO is the most widely used research platform in academic institutions around the world — using EBSCO resources in support of your school's curriculum will ensure that graduates are well-prepared to excel with projects and research in the higher education environment.

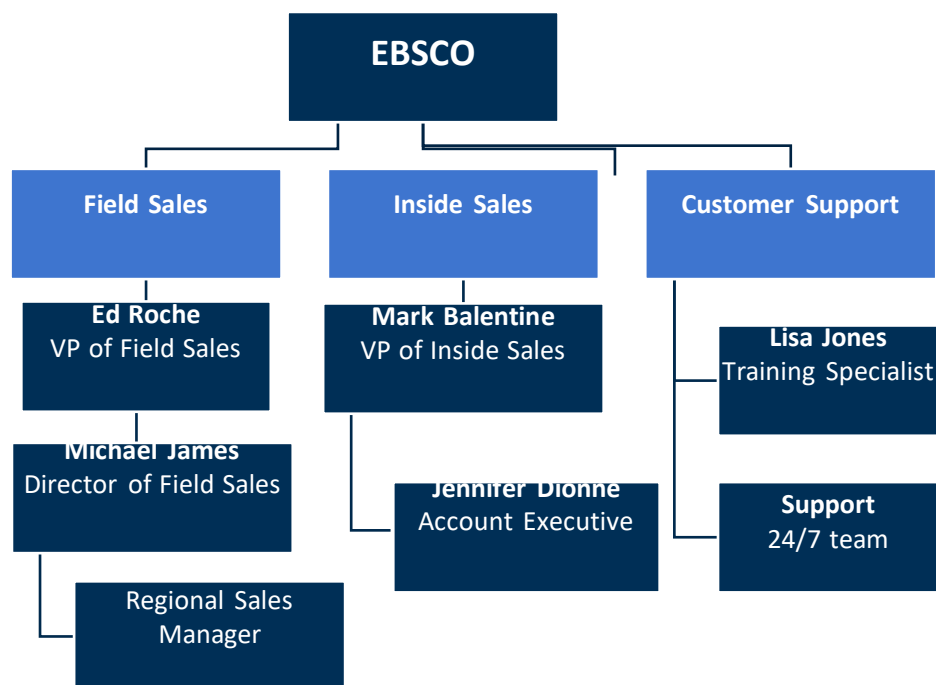
## Staff Qualifications

The strength of EBSCO products and services is a direct reflection of the quality and diversity of the company's general staffing, organization and scale of operations. The people who make up EBSCO have diverse skills that apply to all facets of the library, education and information technology worlds. Our sales, marketing, customer service and administrative staff collaborate and assist our customers and business partners to create solutions that lead the library industry.

Working together as a team, we are dedicated to providing the best possible customer service in all aspects of our relationships with libraries. As part of this, EBSCO provides each customer with an experienced project management team to coordinate, direct and assist in the implementation, performance, training and ongoing support of all products and services. These seasoned personnel have performed the same services for thousands of public libraries, academic institutions and schools, and have coordinated services for a variety of library systems.



The following team organization chart shows the key personnel who form your project management team. Descriptions of their qualifications and responsibilities follow.



### Field Sales

The Field Sales team works locally with your libraries to understand their objectives and consults to match solutions—products, features, content and pricing—to meet those needs. The team’s extensive knowledge of library systems, trends and services, as well as their deep knowledge of EBSCO offerings, is backed by experience working with regional libraries of similar scale and mission. The end goal is to help your libraries extend value through interoperable systems that support staff functions, and end-user products and services that support your communities.

In the roles of Sales Director and Vice President:

- Ed Roche, *Vice President of Field Sales (Academic, K-12 & Public Libraries)*
- Michael James, *Director of Field Sales (K-12 & Public Libraries)*

In the role of Regional Sales Manager:

- Jacob Simone, *Regional Sales Manager (K-12 & Public Libraries)*

### Inside Sales

EBSCO's Inside Sales team is based out of our Ipswich, Massachusetts, headquarters, acting as a home base for overall project management. In partnership with Field Sales, the Inside Sales team works to support and service EBSCO’s customer relationships, including regular customer contact and follow up, as well as triaging services in support of customer needs and contract requirements. The Inside Sales team has extensive knowledge of EBSCO



systems, products and services, and they work to ensure that all are brought to bear to meet the ongoing needs of customer accounts.

In the role of Vice President:

- Mark Balentine, *Vice President of Inside Sales (K-12 & Public Libraries)*

In the role of Account Executive:

- Jennifer Dionne, *Account Executive (K-12 & Public Libraries)*

### **Ed Roche**

<b>Name:</b>	Ed Roche		
<b>Individual's Title</b>	Vice President of Field Sales, Academic, K-12 & Public Libraries		
<b>Position for Services</b>	<b>Project Manager</b> , Sales and Contract Support		
<b>Years in Position:</b>	12	<b>Years with Firm:</b>	26
<b>Phone:</b>	(978) 414-0382	<b>Email:</b>	<a href="mailto:eroche@ebSCO.com">eroche@ebSCO.com</a>

#### **PRIMARY FUNCTIONS**

As your **primary contact** and Sales leader, Ed will oversee all aspects of the sales process and ongoing project. He will provide product consultation and work to ensure timely support and follow up. Working directly with your Regional Sales Manager and Account Executive teams, Ed will see that the sales process runs smoothly and efficiently for your complete customer satisfaction. He will be available to answer any questions pertaining to products, implementations, trainings and ongoing issues.

#### **RELEVANT EXPERIENCE**

Ed currently leads EBSCO sales efforts for academic, K-12 and public libraries across the Northeastern and Mid-Atlantic USA and Canada.

- Vice President of Field Sales – US & Canada, EBSCO, 2010 – present
- Director of Field Sales – US & Canada, EBSCO, 2004 – 2010
- Regional Sales Manager – Northeastern US, EBSCO, 1999 – 2004
- Sales Representative – New York & New Jersey, EBSCO, 1995 – 1999

#### **EDUCATION**

- State University of New York Albany

**Mike James**

<b>Name:</b>	Mike James		
<b>Individual's Title</b>	Director of Field Sales, K-12 Schools & Public Libraries		
<b>Position for Services</b>	Sales and Contract Support		
<b>Years in Position:</b>	9	<b>Years with Firm:</b>	16
<b>Phone:</b>	(978) 414-0494	<b>Email:</b>	<a href="mailto:mjames@ebSCO.com">mjames@ebSCO.com</a>

**PRIMARY FUNCTIONS**

As a sales leader, Mike will be available to support the library and the EBSCO Sales team with product expertise for project implementation and ongoing issues. He will work directly with your Regional Sales Manager and Account Executive to ensure the sales process runs smoothly and efficiently, ensuring complete customer satisfaction. He will also be available to answer any questions pertaining to products, implementations or trainings.

**RELEVANT EXPERIENCE**

Mike currently leads EBSCO sales efforts for K-12 schools and public libraries across the Northeastern and Mid-Atlantic USA and Canada.

- Director of Sales, EBSCO, July 2012 – Present
- Field Sales Representative, EBSCO, May 2005 – July 2012

**EDUCATION**

- Bachelor of Arts, English – Pennsylvania State University

**Jacob Simone**

<b>Name:</b>	Jacob Simone		
<b>Individual's Title</b>	Regional Sales Manager, K-12 & Public Libraries		
<b>Position for Services</b>	Sales and Contract Support		
<b>Years in Position:</b>	3	<b>Years with Firm:</b>	3
<b>Phone:</b>	(978) 414-0531	<b>Email:</b>	<a href="mailto:jsimone@ebSCO.com">jsimone@ebSCO.com</a>

**PRIMARY FUNCTIONS**

Jacob will be responsible for assisting with all initial and ongoing project requirements, implementation and training needs, as well as ongoing communications. He will work closely with the Regional Sales Director and Inside Sales team to facilitate project requirements.

**RELEVANT EXPERIENCE**

Jacob currently leads EBSCO sales efforts for public libraries and K-12 schools in New Jersey, Delaware, Maryland, Washington DC, Kentucky, Pennsylvania, Virginia and West Virginia.

- Regional Sales Manager, EBSCO, July 2018 – Present

**EDUCATION**

- Bachelor of Science, Business Administration and Marketing – Towson University

**Mark Balentine**

<b>Name:</b>	Mark Balentine		
<b>Individual's Title</b>	Vice President of Inside Sales, K-12 & Public Libraries		
<b>Position for Services</b>	Sales and Contract Support		
<b>Years in Position:</b>	11	<b>Years with Firm:</b>	27
<b>Phone:</b>	(978) 414-0478	<b>Email:</b>	<a href="mailto:mbalentine@ebSCO.com">mbalentine@ebSCO.com</a>

**PRIMARY FUNCTIONS**

In his role, Mark will oversee the daily operations of your Account Executive, as well as the project in general. As a sales leader, he will be available to support the library and the EBSCO team with product expertise for project implementation and ongoing issues. He will work directly to ensure the sales process runs smoothly and efficiently, ensuring complete customer satisfaction. He will also be available to answer any questions pertaining to products, implementations or trainings.

**RELEVANT EXPERIENCE**

Mark currently leads EBSCO sales efforts for K-12 and public libraries across the United States and Canada.

- Vice President of Inside Sales (K-12 Schools & Public Libraries), EBSCO, 2018 – Present
- Vice President of Inside Sales (Software as a Service, *EBSCO eBooks*, *Flipster*, Licensed Secondary Databases, Archives), EBSCO, 2013 – 2018
- Vice President of Inside Sales (Academic), EBSCO, 2011 – 2013
- Sales Manager (K-12 Schools & Public Libraries), EBSCO, 1998 – 2010
- Inside Sales Representative, EBSCO, 1994 – 1997

**EDUCATION**

- Bachelor of Science, Business Management – Fitchburg State University

**Jennifer Dionne**

<b>Name:</b>	Jennifer Dionne		
<b>Individual's Title</b>	Account Executive, K-12 Schools & Public Libraries		
<b>Position for Services</b>	Sales and Contract Support		
<b>Years in Position:</b>	3	<b>Years with Firm:</b>	21
<b>Phone:</b>	(978) 414-0414	<b>Email:</b>	<a href="mailto:jennndionne@ebSCO.com">jennndionne@ebSCO.com</a>

**PRIMARY FUNCTIONS**

In her current role, Jenn will be the library's contact for immediate answers to all non-technical issues related to the project. Her primary responsibility is to be accessible to library members for any call-in inquiries, issues or needs concerning EBSCO products and services. She will work very closely with your Field Sales representatives to provide any assistance needed.

**RELEVANT EXPERIENCE**

Jenn currently leads EBSCO sales efforts for K-12 schools and public libraries in New Jersey, Delaware, Maryland, Washington DC, Kentucky, Pennsylvania, Virginia and West Virginia.

- Sr. Account Executive, EBSCO, August 2020 – Present
- Account Executive, EBSCO, July 2018 – July 2020
- Inside Sales Representative (K-8), EBSCO, April 2018 – June 2018
- Business Analyst, EBSCO, January 2014 – March 2018
- Product Management Analyst, EBSCO, April 2012 – December 2013
- Editorial Assistant: Check-In Department, EBSCO, April 2005 – March 2012
- Editorial Assistant: Full Text Department, EBSCO, March 2003 – March 2005
- Senior Library Assistant, EBSCO, October 2000 – February 2003
- *Related Experience:* Ipswich Public Library: Children's Room Page, 1998-2000

**EDUCATION**

- Associates Degree, Liberal Arts – Southern New Hampshire University

***Lisa Jones***

<b>Name:</b>	Lisa Jones		
<b>Individual's Title</b>	Senior Customer Training Specialist		
<b>Position for Services</b>	Lead Training Specialist		
<b>Years in Position:</b>	12	<b>Years with Firm:</b>	12
<b>Phone:</b>	(978) 414-0280	<b>Email:</b>	<a href="mailto:ljones@ebSCO.com">ljones@ebSCO.com</a>

**PRIMARY FUNCTIONS**

Lisa is available to provide custom training opportunities, as needed. She will field and fulfill training requests, organize online training offerings, conduct complimentary online customer training sessions, and/or provide on-site training. She will be available to support customers throughout the life on the contract.

**RELEVANT EXPERIENCE**

- Senior Customer Training Specialist, EBSCO, April 2010 – present
- Student Success Faculty, Colorado Technical University, December 2009 – April 2010
- Computer Science Faculty, Central Texas College, July 2003 – December 2009
- Systems Coordinator, City of Aurora, February 2003 – July 2003
- Systems Administrator, University of Mary Hardin-Baylor, May 1995 – February 2003

**EDUCATION**

- University of California: Irvine Division of Continuing Education, E-Learning Instructional Design Certificate
- Colorado Technical University, MS
- University of Mary Hardin-Baylor, BS

## Tab 4 – Service Approach and Implementation

**In this tab, offerors should describe, in detail, the proposed solution. Offerors shall discuss their current workload and their ability to provide their proposed solution by July 1, 2022. Offerors shall provide, at minimum, the following:**

**a) Offerors shall provide a link for committee members to use during evaluations.**

EBSCO is pleased to offer trial access to the proposed products via the following link and credentials:

<https://search.ebscohost.com/login.aspx?authtype=ip,uid&custid=s1050028&groupid=trial>

**User ID:** hcsc1

**Password:** Henrico@2022!

When accessing through the main EBSCOhost Research Databases button, users will have the ability to select one or many databases using the Choose Databases option. The following databases are accessed through the main EBSCOhost Research Databases button:

- Complete Online Package Resources:
  - MAS Complete\*
  - Newspaper Source Plus
  - TOPICsearch
  - ERIC
  - Education Research Complete
- EBSCO eBooks Cricket Media Subscription Collection
- Education Source
- Ethnic Diversity Source
- Middle Search Plus\*
- Primary Search\*

*\*these databases include an accompanying e-book collection that should also be selected in the Choose Databases screen*

Alternatively, EBSCO has included access through Explora for Primary and Secondary schools, which include all databases appropriate for the corresponding audiences. No database selection is required – all content across all activated resources is automatically included. Explora is the recommended search experience for younger students.

The other databases, including NoveList K-8 Plus, Consumer Health Complete, History Reference Center, Points of View Reference Center, Science Reference Center and Literary Reference Center Plus, should be accessed via their own interfaces (available on the main trial page) for full features and functionality.

EBSCO is happy to conduct a walk-through demonstration of these products, if desired.

**b) Any agreements to which HCPS may be required to agree to as part of the contract should your firm be awarded the contract. (i.e. Service Level Agreement etc.)**

HCPS must abide by the applicable EBSCO license agreements, which have been included in **Tab 13 – Appendices**. In addition, EBSCO has included our Service Level Agreements for HCPS' reference.

**c) Any terms and conditions the “end user” is required to accept;**

Upon creation/login to a personal user account, users are presented with a consent form that outlines the collection of data and user rights to data, including links to the EBSCO Privacy Policy. Users must indicate consent or non-consent prior to continuing to the interface. Each option is clearly outlined.

## EBSCO

### Additional information about personal data collection and usage

#### Your personal data

You are seeing this page because your institution's library services allow for personal account creation to support your research on the EBSCO platform. If you would like to use a personal account, please review the following and let us know if you consent.

**Why we collect your data:**

EBSCO uses the data we collect in our efforts to provide a robust, user-friendly research experience. This includes providing you with access to, managing, supporting, and improving upon our products and services.

**The categories of data we collect are:**

- Account Information, such as login credentials, email, or name, if shared by you or your institution.
- Saved items, such as checkouts and saved searches.
- Activity data, such as searches, retrievals, and links.
- Other data, such as affiliations and continuing education.

If you would like more specific information related to our data privacy practices, please read EBSCO's [Privacy Policy](#).

**Withdrawing your consent:**

You may immediately withdraw your consent for the collection of your personalized data at any time, as described in EBSCO's [Privacy Policy](#). If you do this, you will be unable to use a personalized account to access EBSCO's products. However, you will still be able to access EBSCO's products through your institution's account.

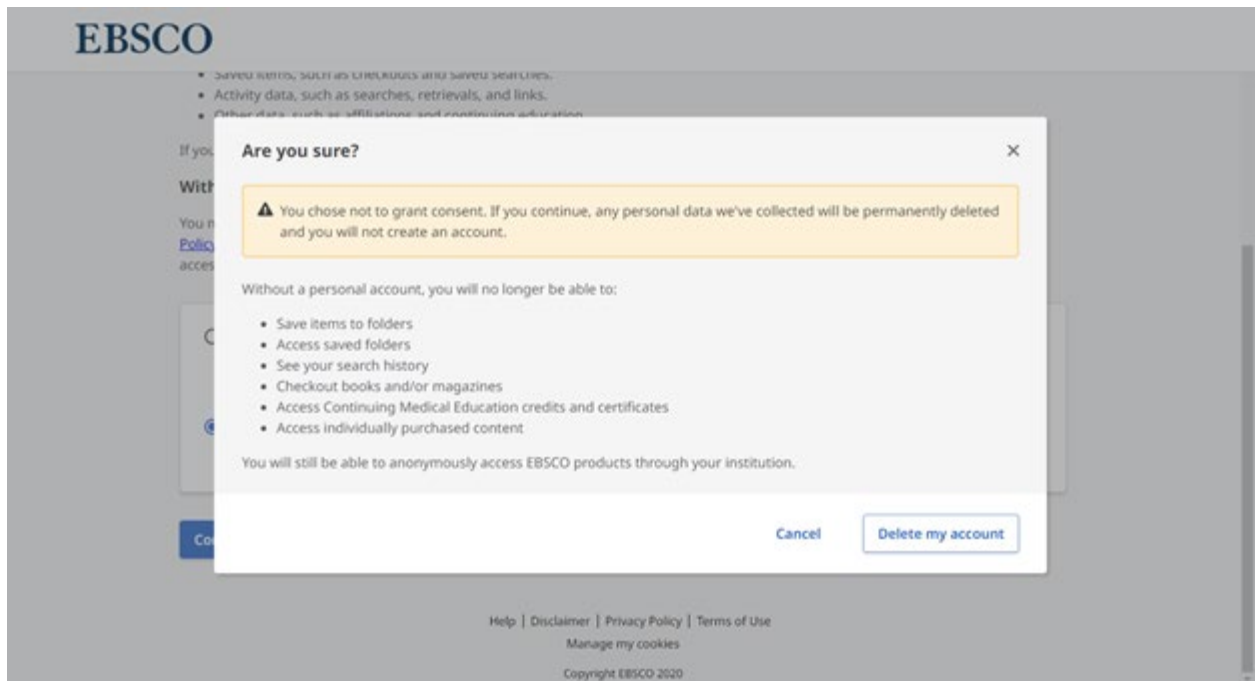
☐ Yes. I consent to the collection of this personalized data which will allow EBSCO to provide me with a personal account. I understand the processing of my personal data is covered under my institution's contract with EBSCO. I acknowledge that EBSCO will collect and process my personal data including the categories and purposes of use for such data as described in EBSCO's [Privacy policy](#) and [What information is collected and how it is used](#).

☐ No. I do not consent to the collection of this personalized data. I understand that I can still access EBSCO's products without a personal account.

ContinueCancel

If a user selects 'no,' they will be alerted that if they proceed, their account will be deleted. The notice outlines the other functions that will be unavailable should they not consent to data collection.





**d) Discuss how parental consent is handled, if required; and**

EBSCO services do not require parental consent. For our Services that are designed to be used by children under 16 years of age, we comply with the provisions of the Children's On-Line Privacy Protection Act ("COPPA") and other applicable laws.

Parents may review EBSCO's Privacy Policy (<https://www.ebsco.com/company/privacy-policy>) and contact EBSCO with any questions or concerns using the contact information provided in the policy.

**e) A detailed timeline for implementation of the proposed solution indicating resources (responsible party) and completion dates.**

For both new and continuing customers, EBSCO strives to make the implementation process easy and seamless. Our overall implementation goals are:

- ✓ To quickly launch access to all products and services
- ✓ To understand the service expectations, needs and priorities of the library
- ✓ To build working relationships with key stakeholders

To meet these goals, facilitate open communication and ensure efficient deployment, EBSCO assigns each customer a dedicated project management team. This team will be available throughout implementation to communicate and coordinate any implementation requests, as well as ongoing, to provide continuous health checks and necessary support during the length of our contract.

Regarding initial product setup and service implementation:

For libraries who currently have any EBSCO product implemented, new product setup will be seamless. Customers can be assured that initiation will be immediate, with no disruption to existing service. Any

new resource(s) included in the contract can be added to the library's existing EBSCOhost profile, typically in 24-48 hours.

For newly accessing sites, EBSCO can ensure a complete set up to all new customers in a timely manner (including IP-based, password-based, and referring-URL access, as appropriate). To begin the process, EBSCO will first seek documentation from the library detailing the site(s) to be added to the contract. Details needed include library name, address, city, postal code, telephone, contact name, contact email, and pertinent information related to access/authentication—in a delimited file, if available. EBSCO will also need a contact person for questions regarding the account set up and customization. After EBSCO has received the above information, the following time estimates apply:

- EBSCO's Account Representatives will review the site list (if multiple sites will be subscribing) and identify existing customers – **2 business days**
- EBSCO's Fulfillment Department will key new site(s) into the EBSCO address file, including contact name and email address for set up communication – **2 business days**
- EBSCO's Fulfillment Department will create an order and contract – **1 business day**
- EBSCO's Fulfillment Department will link accessing site(s) to contract – **1 business day**
- EBSCO's Customer Account Management Team will upload IP addresses – **2 business days**
- EBSCO's Customer Account Management Team will perform profile customization and assist with branding, etc. (optional) – **2 business days**

Post-implementation, your project management team will also be available to receive any questions or concerns, and to review the steps for ongoing support. If there are any outstanding issues, they will be prioritized for swift resolution.

Your project management team will provide support for the life of the contract, acting as main points of contact and follow up to ensure all library goals are met. The team will be in regular contact to discuss ongoing goals and issues, as well as to ensure that all project objectives are met.

After initial set up, EBSCO can also provide ongoing support in the form of training. With a variety of training options for end users and administrators (including on-demand and custom sessions, as well as self-paced tutorials), EBSCO training can act as a general introduction to EBSCO resources and platforms, as well as an ongoing support resource.

## Tab 5 - Technical Administration, User Interface, and Integration

In this tab, offerors should describe, in detail, how the proposed solution meets the technical requirement of the RFP. Offerors shall provide, at a minimum, documentation to support:

**a) Evidence of their ability to accommodate concurrent users based on data collected from a similar environment;**

EBSCO provides unlimited concurrent user access to the services offered. Our high availability, redundant hosting infrastructure allows us to handle up to ten times our average traffic load with no degradation in search response time.

To measure our ability to scale during times of high volume, EBSCO tracks metrics on daily search clicks and back-end searches. 'Search Clicks' represents the number of searches initiated, and 'Back-End Searches' represents the number of Search Clicks fanned out over the number of databases searched (e.g., one Search Click may be run against several databases simultaneously).

As an example, in the fall of 2021, the Peak Daily Search Click rate hit a high in November with 5.8 million searches initiated. The Peak Back-End Search rate totaled 427 million searches run against various combinations of databases simultaneously. Despite this high volume, the average of EBSCOhost Search Time was 1.086 seconds

Due to variations in network bandwidth and service providers, EBSCO has traditionally observed response times to range between 2 and 5 seconds. Additionally, 95% of all user requests responded in less than 8 seconds, including network (customer internet connectivity) times.

**b) How accounts are maintained in their system and how they support automated provisioning of users and accounts;**

End user accounts are not required in order to access EBSCO services. If enabled by an administrator, users can create a personal account to save and retrieve all types of content, including individual records, queries, search results, search histories, search alerts and journal alerts. When setting up a personal account, the user will be prompted to enter unique username and password credentials, which can be used to log into the personal account from any internet-connected device. All items that a user has saved to their personal folder remain until removed by the user. Only the specific user can access their personal folder (via username/password).

Please note that while EBSCO does not support automated provisioning of personal accounts, the library may integrate a SSO authentication solution that would allow users to automatically sign into their personal account upon login. EBSCO also supports bulk upload of personal user accounts to EBSCOadmin by submitting a formatted spreadsheet to EBSCO Technical Support. Once our Technical Support team has uploaded this file, each named user will then be sent their individual login information. A link to the spreadsheet and more details can be found here:

[https://connect.ebsco.com/s/article/How-can-I-add-Personal-User-Authentication-accounts-in-EBSCOadmin?language=en\\_US](https://connect.ebsco.com/s/article/How-can-I-add-Personal-User-Authentication-accounts-in-EBSCOadmin?language=en_US)

Additional administrative capabilities are carried out through EBSCOadmin. Through EBSCOadmin, libraries can easily manage tasks related to collection management, interface customization and usage reporting. Key functions that can be carried out include:

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

**c) Describe the data exchange process in detail;**

EBSCO conducts data exchange via common specifications, leveraging systems and protocols typically used by K-12 institutions. Specific to the protocols mentioned by HCPS, please note the following:

**LTI Integration with Schoology**

EBSCOhost features LTI integration with automatic role provisioning, allowing end users seamless, authenticated access to library content from within any LTI v1.3-compliant LMS. Faculty can easily search across, find and select library content to support curriculum, providing students with direct links to selected content from within the LMS. The integration works with any LTI v1.3 compliant product – not just LMSs.

EBSCO supports LTI v1.3 integration with the Schoology Learning Management System, as a Tool Provider. Establishing an LTI connection between EBSCO and Schoology requires both the EBSCOadmin administrator and the Schoology LMS administrator to work together to establish an LTI v1.3 compliant handshake between the two learning tools: EBSCOadmin and Schoology. After the LTI setup is complete, teachers can login to Schoology and use EBSCO's LTI App to search our databases for full-text and embed copyright-compliant links into the "Materials" list of their Schoology courses. LTI seamlessly authenticates both teachers and students into EBSCO resources without any extra logins beyond the LMS. This means that after a teacher adds a link to an article or eBook through EBSCO's LTI App, students can click on that link, and it will take them right to the full text without asking them for an EBSCO or library login. Full text EBSCO resources that are access via LTI will be counted in the regular usage statistics reports that the library can run through EBSCOadmin Reports & Statistics.

Detailed LTI setup instructions for Schoology can be found on EBSCO Connect:

[https://connect.ebsco.com/s/article/LTI-in-EDS-EBSCOhost-Setting-up-LTI-Integration-for-Schoology?language=en\\_US](https://connect.ebsco.com/s/article/LTI-in-EDS-EBSCOhost-Setting-up-LTI-Integration-for-Schoology?language=en_US)

HCPS is welcome to submit a case to have technical support representatives walk administrators through their setup.

**Clever**

EBSCO supports Clever SSO access and is piloting live school integrations through July 2022; as of August/September, EBSCO will offer both institutional (anonymous) and personalized Clever SSO logins to EBSCO Discovery Service, EBSCOhost, Novelist, Explora and the Reference Centers, in both the Classic and New UIs.

EBSCO's Clever integration delivers single sign-on authentication and does not currently rely on nuanced rostering data; users who are associated with a given Clever district or school will access products and services under the EBSCO customer ID to which the Clever district or school is configured. When a user accesses EBSCO's platform using Clever SSO, the Clever ID for any schools they are associated to in Clever's system are shared to EBSCO. If the school has also configured personalized MyEBSCO access, then the user's Clever ID (an alphanumeric string assigned by the Clever system) is also shared. Personalization is not a requirement of accessing EBSCO with Clever, and by design minimal data will be retained, including no personally identifiable information. Only the Clever ID will be used for personalization, if the school or district opts to use MyEBSCO personalization to support added persistence and functionality.

EBSCO's Clever integration will support Clever logins from all available access points, including from within the Clever portal, using EBSCO URLs, Find My Organization and the EBSCO Mobile App, the EBSCO login page, and via Guest Access.

**Other Protocols**

At this time, EBSCO does not support SIF, IMS OneRoster or loading user accounts using sFTP.

**d) Describe any limitations the proposed solution may have such as the number of teachers for a class and the number of schools associated with teachers and students;**

There are no limitations imposed regarding number of teachers or the number of schools associated with teachers and students. Both teachers and students will access EBSCO services in the same way. Personal accounts for teachers and students are portable, ensuring them access to their account regardless of which school they are accessing from.

**e) Provide per user bandwidth requirements for the proposed solution;**

EBSCO has no documented bandwidth requirements. On our end, there are multiple gigabit connections to both commercial ISPs as well as to the private research backbones via Internet2. Please note that customers are not "allocated" bandwidth; they can use as much as necessary.

**f) Provide the average bandwidth per student required; and,**

As noted above, EBSCO has no documented bandwidth requirements, and customers are not allocated bandwidth. They may use as much as necessary without degradation of system performance.

**g) Provide a detailed description of the implementation and support the solution has for LTI version 1.1 or higher certified as a toll Provider (TP) with our LMS Solution (Schoology).**

As noted above under question c, EBSCOhost supports LTI 1.3 integration with Schoology as a Tool Provider. Instructions for implementing Schoology may be found at the following link:

[https://connect.ebsco.com/s/article/LTI-in-EDS-EBSCOhost-Setting-up-LTI-Integration-for-Schoology?language=en\\_US](https://connect.ebsco.com/s/article/LTI-in-EDS-EBSCOhost-Setting-up-LTI-Integration-for-Schoology?language=en_US)

**Benefits for Students**

- 1-click access to library resources curated by faculty

**Benefits for Teachers**

- Search for library resources from within LMS without an extra login
- Embed copyright-compliant links that don't expire

**Benefits for Librarians**

- Boost library usage stats
- LTI v1.3 Apps are free
- LTI v1.3 works in both Classic and New UI, including Explora

## Tab 6 – Infrastructure and System Administration

In this tab, offerors shall provide information regarding infrastructure and system administration as described in the Scope of Services as well as the following information:

- a) **Details of the hosting environment including hosting provider, service level agreements between the offeror and the hosting provider, and length of the relationship between the offeror and the hosting provider.**

Currently, EBSCO utilizes a 10GB/second network and more than 3,600 physical and virtual servers to host approximately 3 Petabytes of data and to power EBSCOhost. While the majority of EBSCO's computing power resides within our multiple redundant hosting facilities in the greater Boston area, EBSCO also utilizes cloud services with virtual servers across the globe. These virtual servers host images and run certain features of EBSCO products, improving response times for customers across Europe and Asia.

- b) **Specifics of structures in place to ensure high availability including redundant Internet paths, hardware failover, scalability, and protection against denial of service attacks or other network threats.**

EBSCOhost is managed via redundant data centers with diverse routing over multiple gigabit connections to major Internet Service Providers (ISPs) and the Internet2 backbone. The data centers are connected to each other over gigabit fiber with redundant hardware. The hosting infrastructure within each data center is highly redundant with automated load balancing; fault-tolerant network devices; emergency power generation and Uninterrupted Power Supply (UPS). EBSCO services are available 24 hours a day/seven days a week.

EBSCO's network security design includes a Defense-in-Depth approach with multiple layers of controls. These controls consist of, but are not limited to:

- Default Deny ACL list on Edge Routers
- Default Deny Rulesets on Firewalls
- Application, Presentation, Session and Backend Layers are segmented
- Web Application Firewalls are used throughout each segmented layer
- Additional Security protections on multiple NextGen Firewalls
- Intrusion Detection and Intrusion Prevention Systems are implemented throughout

EBSCO uses multiple tools to address malware and phishing risks (e.g., firewalls, anti-virus, backups, automated and manual scanning, end-user awareness). In addition, EBSCO's Information Security team periodically evaluates new technologies to mitigate malware and Advance Persistent Threats (APTs) to stay as protected as possible from these risks. End user phishing tests are also conducted, the results are analyzed, and feedback is provided to the organization regarding the results.

Pentest and vulnerability scanning are conducted regularly and follow ups with change management and patching requirements for all identified vulnerabilities.

- c) **Specifics of security measures in place to ensure that district data is secure during both storage and transit.**

EBSCO provides encryption for data in transit with SS/TLS1.2 2048-bit encryption. All sensitive data is securely encrypted in the database with restricted access using AES-256. No sensitive data is stored in non-production environments.

**d) SOC 2 compliance status (certification documentation should be provided)**

EBSCO does not have immediate plans (within the next 12 months) to undergo a SOC 2 audit at this time.

**e) Specifics of structures in place to ensure acceptable disaster recovery including backup schedules and redundancy.**

EBSCO's Business Continuity Plan establishes its strategy for the management of resources and maintaining operations in the event of a disaster or potential disruption in services. The Business Continuity Plan is approved by Senior Management and is reviewed annually and upon significant change across the environment.

A central philosophy of ours is to avoid crippling effects of events by designing redundancy and resiliency into our operations. We do this whenever economically feasible by establishing geographically and technically diverse and redundant facilities. Our data centers operate in an "N+1 live" configuration. For example, we regularly bring data centers out of service (down) for maintenance with zero impact to customers or users of our systems. EBSCO has embraced cloud-based tools throughout the enterprise and leverages remote workforce capabilities extensively.

As part of our cloud transformation process, EBSCO has implemented a hybrid model with Amazon Web Services, connected to our legacy data centers via AWS direct connect. Our AWS environment is built in multiple availability zones with redundancies implemented throughout or AWS instance.

Regarding backups, EBSCO uses full mirroring for our critical applications/data to a redundant data center, as well as tape backups for non-critical applications/data. This occurs on a daily, weekly and monthly basis. Backup tapes are sent off-site weekly.

EBSCO performs multiple tests per year of our various systems and plans that are part of the overall approach to Business Continuity. EBSCO's culture of continuous improvement facilitates action based on results of each test.

**f) Internet Bandwidth requirements and provide a per-user bandwidth usage specification of the software product.**

EBSCOhost has no documented bandwidth requirements. There are many variables in determining an appropriate speed:

- Number of devices accessing the internet
- Number of simultaneous users
- Frequency of large volume downloads



When issues occur, libraries may consult with Customer Support or the EBSCO Connect site for assistance: [https://connect.ebsco.com/s/article/Connectivity-Troubleshooting?language=en\\_US](https://connect.ebsco.com/s/article/Connectivity-Troubleshooting?language=en_US)

**g) Specifics of the availability of remote access to the district's data outside of the web-based application.**

Only EBSCO employees have remote access to data stored in EBSCO's systems. EBSCO's access control policy is designed to take account of the business and information security requirements of the organization and is subject to regular review to ensure that it remains appropriate.

The concept of Least Privilege Access is adhered to throughout EBSCO's access controls. EBSCO's information security team works to ensure that this concept is adhered to throughout our information systems. Two-factor authentication is in place for EBSCO employee access, as well as industry standard password parameters which incorporate minimum password length, complexity requirements, password rotations, automatic lockout, etc.

**h) Specifics on the frequency and duration of operating system and application updates including the procedures used to inform the district of maintenance windows and system downtime for these tasks.**

EBSCO has an agile development and release program whereby upgrades, enhancements, updates and fixes are identified and prioritized, developed, tested and released on a rolling basis — as often as daily. These updates are performed by EBSCO developers and released simultaneously to all customers. The vast majority of these changes require little-to-no preparation or action on the part of libraries. For any changes that do require library action, EBSCO will generally give at least 7 days' advance notice.

EBSCO provides notice of scheduled system maintenance as well as information about service issues, updates and resolution. For important technical updates and general release information, EBSCO uses telephone, email and the EBSCO Connect support site as communication channels. In addition, real-time availability information is posted on the System Status page (<https://status.ebsco.com/>). Customers are encouraged to subscribe to the EBSCO System Alerts for up-to-date information on all technical items, including upgrades and enhancements, scheduled system maintenance, service issues, updates and resolution.

While EBSCO operates the service in a manner that is designed to be available 24 hours per day, 365 days per year, we do also reserve the right to plan maintenance that would cause downtime. Major upgrades are scheduled to occur at the least disruptive times for customers, and EBSCO shall limit downtime due to planned maintenance to less than 8 hours per year.

Excluding any planned maintenance, EBSCO's commitment is to ensure that the service is available 99.9% of the time per year. This equates to no more than 8.76 hours per year of unplanned downtime. In the unlikely event that EBSCO requires emergency maintenance, EBSCO will also make all reasonable efforts to provide at least 48 hours' notice to customers via email, as well as an alert on EBSCO Connect.

**i) Any tools available to measure system responsiveness.**

As noted in **Tab 5 – Technical Administration, User Interface, and Integration**, EBSCO tracks system response time and traffic to ensure stability of the service. Due to variations in network bandwidth and service providers, EBSCO has traditionally observed response times to range between 2 and 5 seconds.

Additionally, 95% of all user requests responded in less than 8 seconds, including network (customer internet connectivity) times.

Please note, however, that there are no customer- or user-facing tools to measure responsiveness.

**j) Any limits on data storage (i.e. user quotas, access to previous year data, database size, etc.).**

There are no limits on the number of users who may access EBSCO services.

The only data storage limits surround usage the data available via the administrative interface, EBSCOadmin. Reports and statistics may be returned for the current date to two years prior, but up to three years of data may be retrieved by contacting EBSCO technical support.

**k) Details about how visitor operations and student check-in/check-out can continue in the event of an internet or system outage. The proposed solution shall be deployed on servers and equipment hosted or administered by the Successful Offeror. Hosting the solution on a 3rd party, such as Amazon or Azure, is acceptable.**

Please note that the services offered by EBSCO are web-based, accessible via any internet-connected device. In the event of an internet outage, users will not be able to continue using the service.

Regarding a system outage, EBSCO does not typically see complete service outages. In the event of a complete service outage, our teams will work as quickly as possible to restore the service. In recent history, we were able to implement a full fix two hours after identifying the issue when a complete service outage was experienced.

Component outages may be experienced on occasion; in this event, EBSCO system monitoring software and customer satisfaction teams identify, triage and swiftly resolve any causing issues. During triage, the Systems Status page updates customers with initial communication and regular updates. Typically, the interface will continue to function as normal, with issues only affecting the given component.

## Tab 7 – Reporting and Monitoring

In this tab, offerors shall provide the following information regarding reports and monitoring

a) **Provide samples and descriptions of reports offered and the ability to customize content and reports.**

EBSCO offers a variety of statistics to help libraries better manage and understand the usage of their resources. These are available to administrators at both the individual library and consortia levels, free of charge. They can be broken down by institution, library type and more, as preferred.

Standard Usage Reports include Database Usage, Interface Usage, Link Activity, Login Activity and Title Usage. In addition, usage statistics are available through COUNTER Reports, Top Search Terms Reports and Statistical Analytics, which present graphical data on database, interface and login usage.

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

For your reference, these have been outlined and defined in greater detail below and sample reports have been attached in this tab.

### Standard Report Types

Standard Usage Reports include many database-, interface- and title-level usage details, including number of searches, sessions, logins, etc. Standard report types commonly include:

- Database Usage Report: Compiles database sessions, searches and requests logged for all or selected databases in the library's EBSCOhost or EBSCO Discovery Service profile.
- Interface Usage Report: Reflects the number of interface sessions, searches and requests logged against an EBSCO interface (such as EBSCOhost, EBSCO Discovery Service, Literary Reference Center, etc.) within a selected time period. If a library uses more than one EBSCO interface, reports can be run for each interface separately.
- Link Activity Report: Compiles link-outs and link-ins for the products selected by the administrator, helping customers quickly determine which products have the most link activity. A link-out is when a user links from the interface to another service, platform or website. A link-in is when the user links to an EBSCO interface from another platform, service or website.
- Login Usage Report: Compiles successful user logins by login method, client IP, browser, operating system and mobile device. Login method includes all methods of authentication.
- Title Usage Report: Displays the number of requests logged for specific publication titles.

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

- Sites: All sites or a specific site (consortia only).

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

### COUNTER Reports

EBSCOadmin also offers the following COUNTER R5 compliant reports:

- PR: Platform Master Report – Summarizes activity across a provider's platforms.
- PR-P1: Platform Usage – Displays platform-level usage by metric type.
- DR: Database Master Report – Summarizes activity across a provider's databases.
- DR-D1: Database Search and Item Usage – Reports on database search and request metrics.

- DR-D2: Database Access Denied – Reports on activity where users are denied database access because simultaneous-user licenses were exceeded.
- TR: Title Master Report – Summarizes activity by title.
- TR-B1: Book Requests (Excluding "OA Gold") – Reports on full text activity for non-Gold "Open Access" books.
- TR-B2: Book Access Denied – Reports on activity where users are denied access to book titles because licenses were exceeded or the institution did not have a license for the book.
- TR-B3: Book Usage by Access Type – Reports on all book usage showing all applicable metric types broken down by "Access Type."
- TR-J1: Journal Requests (Excluding "OA Gold") – Reports on activity of non-Gold "Open Access" journal content.
- TR-J2: Journal Access Denied – Reports on activity where users are denied access to journals because simultaneous-user licenses were exceeded or the institution did not have a license for the journal.
- TR-J3: Journal Usage by Access Type – Reports on all journal content usage showing all applicable metric types broken down by "Access Type."
- TR-J4: Journal Requests by YOP (Excluding "OA Gold") – Reports the usage of non-Gold "Open Access" journal content by year of publication (YOP).

Metric types vary per report. For additional detail, please see:

<https://connect.ebsco.com/s/article/COUNTER-Reports-Frequently-Asked-Questions>

### Top Search Terms Report

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

### Statistical Usage Analytics

Standard Usage Analytics reports offer interactive graphs to provide quick insight into Database, Interface, and Login Usage. These reports are pre-configured and offer administrators a color-coded visual of monthly usage trends. The Monthly Usage Trend graph plots the last 13 months of usage for each of the three reports. A summary box displays the total counts as well as the counts for each month as the pointer is moved across the chart.

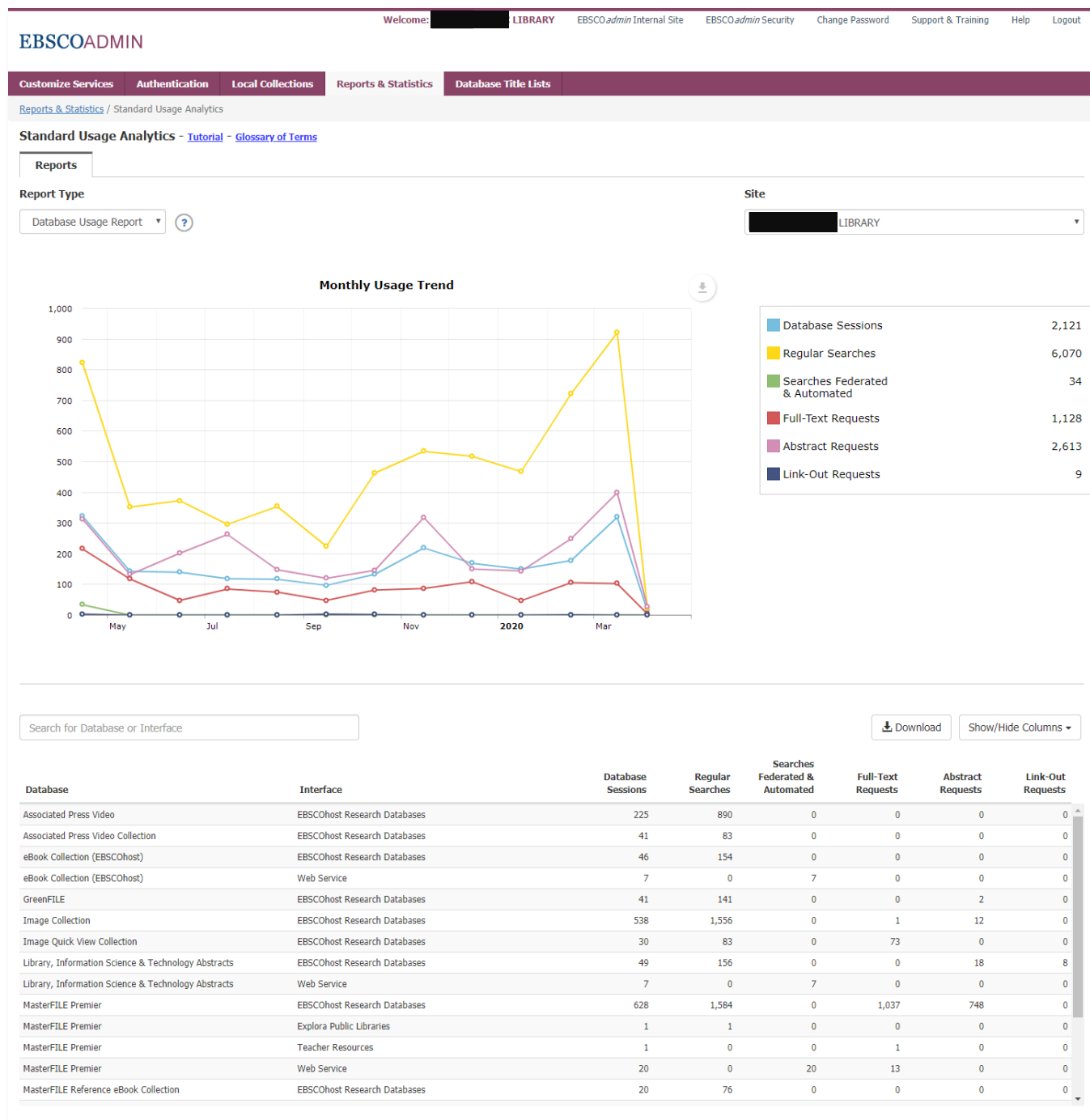
The Database and Interface analytics reports also include a report grid that displays counts for the previous 13 months, broken down by all databases and interfaces that have had at least one use in the last 13 months for any of the pre-selected metrics.

- Database Usage Analytics: Shows database sessions, searches and logged requests for full text, abstracts and link-outs.
- Interface Usage Analytics: Shows the number of interface sessions, searches and requests logged against an EBSCO interface (such as EBSCOhost, EBSCO Discovery Service, Explora, etc.)
- Login Usage Analytics: Provides details about users' login method, device, operating system, and browser.

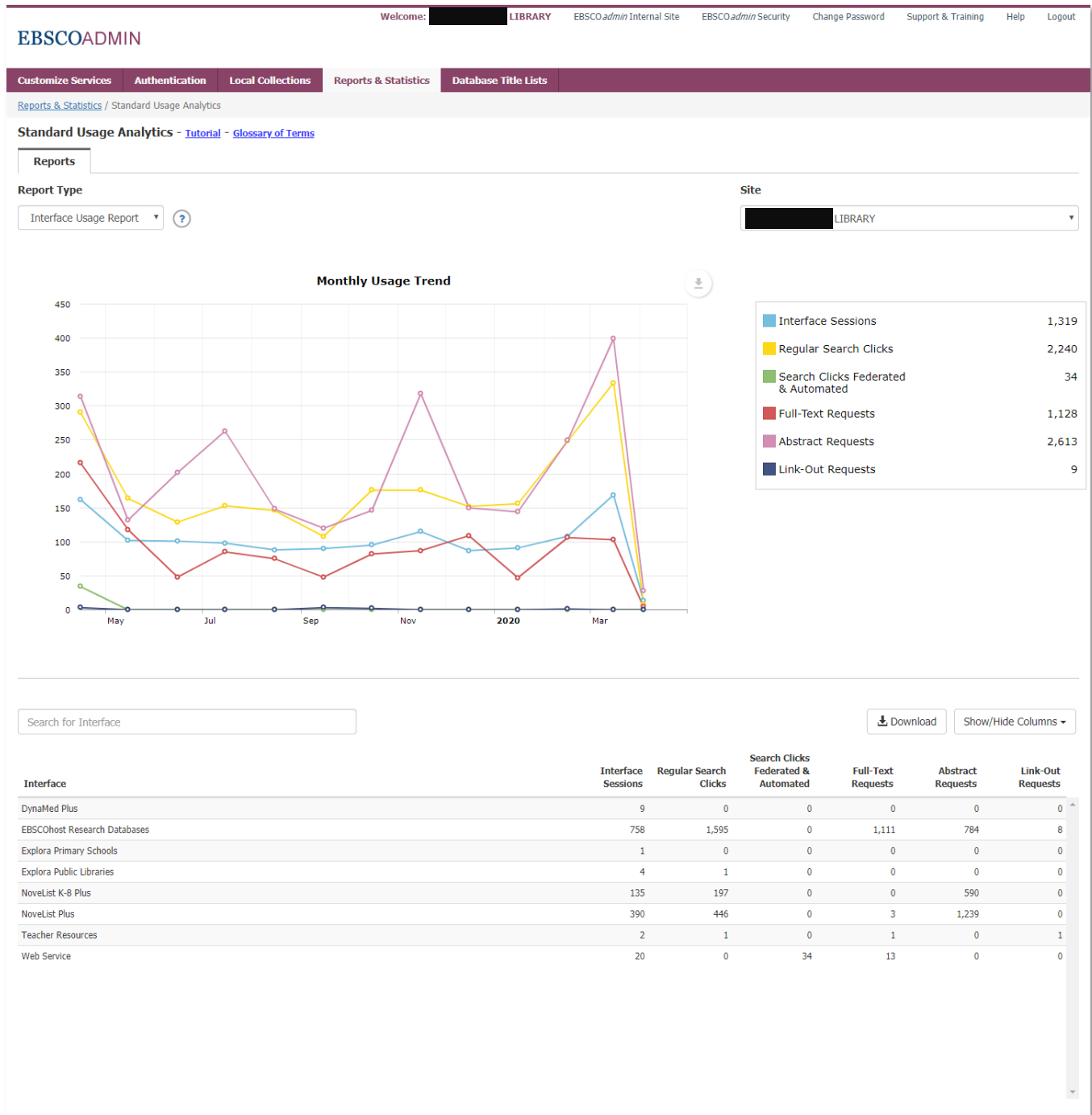
Sample Usage Analytics reports have been provided on the pages that follow. Please note that EBSCO has also submitted an Excel file with Sample Usage Reports as a separate attachment in our portal submission.

## Standard Usage Analytics

The following screenshots are taken from the EBSCOadmin interface to demonstrate the visual aspect of the Standard Usage Analytics, available for reporting.

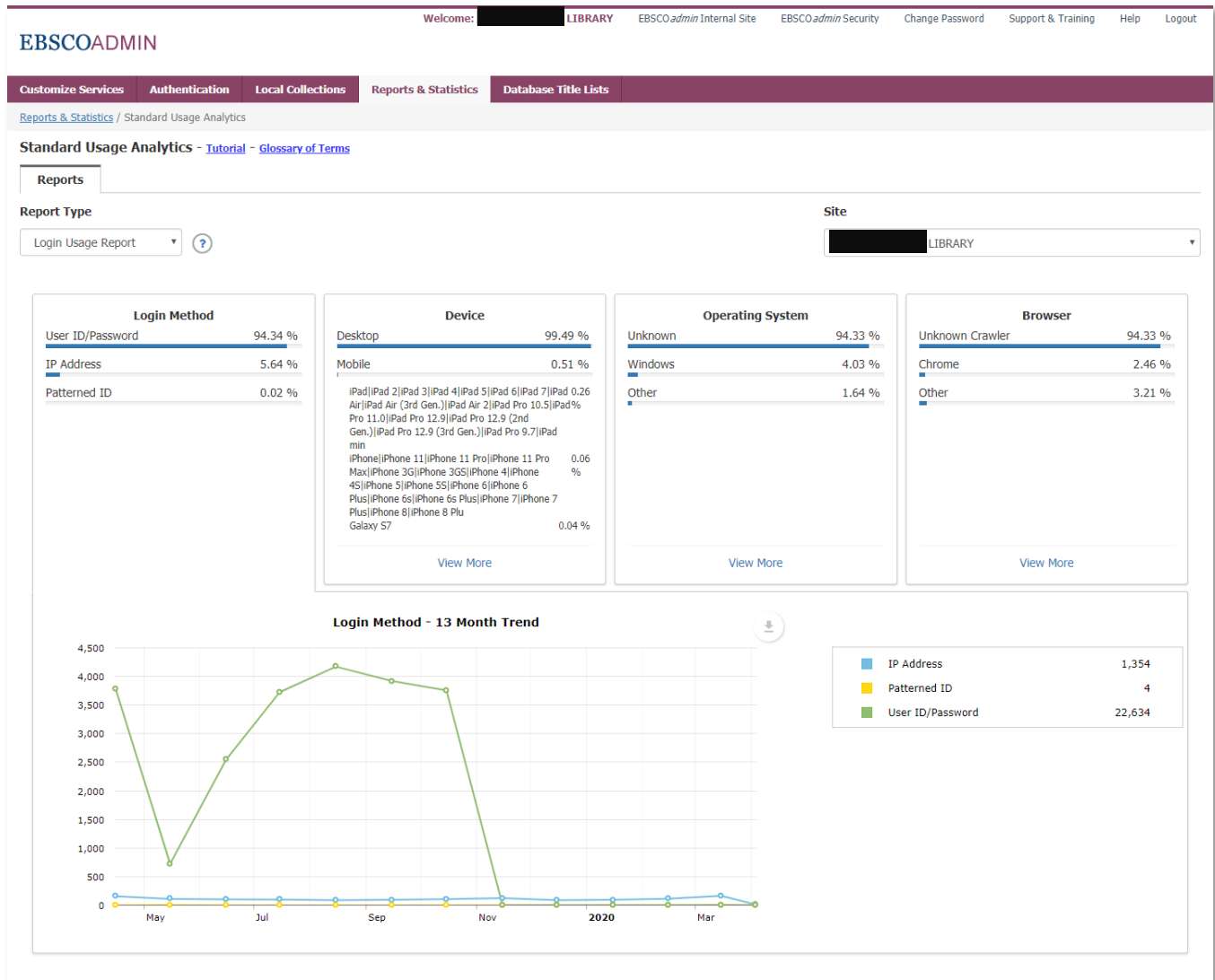


### Sample Database Usage Report



**Sample Interface Usage Report**





**Sample Login Usage Report**

## Tab 8 – Training and Professional Development

**In this tab, offerors shall describe training and professional development that is included with the proposed solution. Offerors shall include a description of the required training for implementation of the program as well as options for continued professional development at either the district or school level. Pricing shall be clearly defined in the proposal submission. Include pricing for county-wide, train-the-trainer model as well as resources and professional development options available to schools at no additional cost.**

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

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

- EBSCO Academy  
EBSCO Academy (<https://connect.ebsco.com/s/academy>) is a centralized learning portal within EBSCO Connect, featuring short training videos, self-paced course series and access to live instructor-led courses and recordings. Videos can be pinned and shared, and customers can subscribe to content collections to receive notifications once new content is added. To track learning and engagement, customers are provided with a personal My Learning dashboard, which displays recently accessed courses and videos, a log of progress through courses and micro credentials from completed learning paths.  
  
EBSCO Academy also links to EBSCO's live training module, with different courses available by region or by language. These free online sessions are offered on a regular basis. Generally, sessions are 30 minutes to one hour in length and are designed to be an open, collaborative experience. Trainers not only provide instruction, but also facilitate open discussions with customers—answering questions, offering examples and sharing best practices. Users and administrators can sign up to join the live presentation by going to EBSCO Academy's Instructor-led Courses page at <https://connect.ebsco.com/s/live-courses>. Many of these sessions are also recorded and available 24/7.  
  
Unauthenticated users may access live training registration and recorded sessions, as well as overview videos for e-learning courses. Authenticated users have full access to EBSCO Academy content and features.
- Customized Online Training  
EBSCO's Training Specialists are available to provide customized online sessions for organizations who would like institution-specific training. Virtual offerings can include sessions on one or more topics. These can be scheduled for any level of agency personnel, as needed, and can be requested through your site's dedicated sales representative. EBSCO's team has also had success in offering virtual series—encouraging participation in a string of short online classes with a common theme. The delivery platform features a variety of interactive tools (for up to 200 online participants at a time), including chatting,

responding with emoticons, and taking quizzes and surveys, which the trainers use to generate engagement, thereby delivering a true value-added experience for all participants. These sessions can also be recorded, posted and shared for others to view.

In addition, EBSCO offers on-site training as part of its professional services. Pricing for on-site training has been provided in **Tab 9 – Pricing**.

- On-Site Training

The goal of on-site facilitation by EBSCO's experienced subject-matter experts is to educate administrators, librarians and teachers on the interface functionality, the valuable content, as well as the applicability of EBSCO resources in the curriculum and in the library. The format can be hands-on or presentational, as preferred. For on-site training, attendee limits may be enforced depending on room limitations.

## Tab 9 – Pricing

In this tab, offerors shall provide a detailed pricing schedule. The price shall include all costs associated with providing the services and materials outlined in Sec. II of this RFP.

- a) List all categories separately, itemized for evaluation such as license per student, teacher, classroom and site, material cost, training of County staff, projected man-hours, hourly rates, and reimbursable expenses.

Below, please find a chart summarizing EBSCO's offer to HCPS. EBSCO's products and services are an annual subscription offered district wide. We do not price per student, teacher, classroom or site. The costs below reflect unlimited simultaneous users and usage of the product for the entire district.

Online training is offered at no additional cost. Should HCPS desire on-site training, we have calculated this cost at a rate of \$150/hr for 3 hours prep time, 6 hours training delivery, 1.5 hours follow-up and 11 hours travel time, plus estimated travel expenses. There are no reimbursable expenses.

Please note that an on-site training session covers all products purchased. HCPS will not be charged the on-site training fee per database – one session can cover many resources.

Product	2022-2023 District Price
Advanced Placement Source <i>renewal</i>	\$11,140
Complete Online Package, <i>includes</i> : <ul style="list-style-type: none"> <li>• MAS Complete</li> <li>• Newspaper Source Plus</li> <li>• Consumer Health Complete</li> <li>• TOPICsearch</li> <li>• Education Research Complete</li> <li>• ERIC</li> </ul>	\$25,600
EBSCO Discovery Service	\$33,000
EBSCO eBooks Cricket Collection	\$4,600
Education Source	\$8,500
Ethnic Diversity Source	\$11,050
History Reference Center	\$19,150
Literary Reference Center Plus	\$16,200
Middle Search Plus	\$18,500
NoveList K-8 Plus <i>renewal</i>	\$23,450
Points of View Reference Center	\$12,000
Primary Search	\$22,900
Science Reference Center	\$19,150
<b>Training</b>	<b>Cost</b>
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	\$4,675
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	\$0 – complimentary virtual training

**b) Provide all costs as it relates to the proposed solution for the Scenario on Attachment H and the breakdown of pricing on Attachment I**

EBSCO has completed Attachments H and I as requested. As products are offered à la carte, EBSCO has provided a separate form for each product offered. Per clarification questions released on June 8<sup>th</sup>, EBSCO has submitted these forms with district-wide pricing only, marking other pricing models as N/A.

We have provided Grand Total pricing with two separate costs – one calculated with virtual training and one with on-site training, as HCPS can take advantage of either (or both) options.

## ATTACHMENT H Pricing Scenario

<b>Name of Offeror:</b> <u>EBSCO Information Services</u>		<b>Name of Program:</b> <u>Advanced Placement Source</u>
<b>Grades Submitted for:</b> <u>All</u>		
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:	<b>\$11,140</b>	EBSCO's pricing is an annual, flat-rate, all-inclusive charge. It is based on unlimited usage, viewing, printing and downloading of content. We use many factors in
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	\$ Not applicable - pricing is district-wide only	determining this pricing, including but not limited to the specific database included, FTE, number of locations, and types of libraries. All of these criteria are taken into account, but are not the only factors. A proprietary algorithm is used to determine final pricing.
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	\$ Not applicable - pricing is district-wide only	
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	\$ Not applicable - pricing is district-wide only	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	<b>\$ 4,675*</b> <i>*please note that a single session covers all databases purchased. HCPS will not be charged this fee per database.</i>	Pricing was calculated at a rate of \$150/hr for 3 hours prep time, 6 hours training delivery, 1.5 hours follow-up and 11 hours travel time, plus estimated travel costs.
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	<b>\$ 0</b>	Virtual training is offered at no charge.
<b>Grand Total</b>	<b>\$ 11,140</b>	(top price calculated with virtual training cost)
	<b>\$ 15,815</b>	(bottom price calculated with on-site training cost)
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 0.222</b> (with virtual training)	
	<b>\$ 0.315</b> (with on-site training)	

## ATTACHMENT H Pricing Scenario

<b>Name of Offeror:</b> <u>EBSCO Information Services</u>		<b>Name of Program:</b> <u>Complete Online Package</u>
<b>Grades Submitted for:</b> <u>All</u>		
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:	<b>\$25,600</b>	EBSCO's pricing is an annual, flat-rate, all-inclusive charge. It is based on unlimited usage, viewing, printing and downloading of content. We use many factors in
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	\$ Not applicable - pricing is district-wide only	determining this pricing, including but not limited to the specific database included, FTE, number of locations, and types of libraries. All of these criteria are taken into account, but are not the only factors. A proprietary algorithm is used to determine final pricing.
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	\$ Not applicable - pricing is district-wide only	
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	\$ Not applicable - pricing is district-wide only	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	<b>\$ 4,675*</b> <i>*please note that a single session covers all databases purchased. HCPS will not be charged this fee per database.</i>	Pricing was calculated at a rate of \$150/hr for 3 hours prep time, 6 hours training delivery, 1.5 hours follow-up and 11 hours travel time, plus estimated travel costs.
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	<b>\$ 0</b>	Virtual training is offered at no charge.
<b>Grand Total</b>	<b>\$ 25,600</b>	(top price calculated with virtual training cost)
	<b>\$ 30,275</b>	(bottom price calculated with on-site training cost)
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 0.528</b> (with virtual training)	
	<b>\$ 0.603</b> (with on-site training)	

## ATTACHMENT H Pricing Scenario

<b>Name of Offeror:</b> <u>EBSCO Information Services</u>		<b>Name of Program:</b> <u>EBSCO Discovery Service</u>
<b>Grades Submitted for:</b> <u>All</u>		
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:	<b>\$33,000</b>	EBSCO's pricing is an annual, flat-rate, all-inclusive charge. It is based on unlimited usage, viewing, printing and downloading of content. We use many factors in
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	\$ Not applicable - pricing is district-wide only	determining this pricing, including but not limited to the specific database included, FTE, number of locations, and types of libraries. All of these criteria are taken into account, but are not the only factors. A proprietary algorithm is used to determine final pricing.
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	\$ Not applicable - pricing is district-wide only	
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	\$ Not applicable - pricing is district-wide only	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	<b>\$ 4,675*</b> <i>*please note that a single session covers all databases purchased. HCPS will not be charged this fee per database.</i>	Pricing was calculated at a rate of \$150/hr for 3 hours prep time, 6 hours training delivery, 1.5 hours follow-up and 11 hours travel time, plus estimated travel costs.
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	<b>\$ 0</b>	Virtual training is offered at no charge.
<b>Grand Total</b>	<b>\$ 33,000</b>	(top price calculated with virtual training cost)
	<b>\$ 37,675</b>	(bottom price calculated with on-site training cost)
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 0.658</b> (with virtual training)	
	<b>\$ 0.751</b> (with on-site training)	



## ATTACHMENT H

### Pricing Scenario

<b>Name of Offeror:</b> <u>EBSCO Information Services</u>  <b>Grades Submitted for:</b> <u>All</u>	<b>Name of Program:</b> <u>EBSCO eBooks Cricket Media Collection</u>	
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:	<b>\$4,600</b>	EBSCO's pricing is an annual, flat-rate, all-inclusive charge. It is based on unlimited usage, viewing, printing and downloading of content. We use many factors in
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	\$ Not applicable - pricing is district-wide only	determining this pricing, including but not limited to the specific database included, FTE, number of locations, and types of libraries. All of these criteria are taken into account, but are not the only factors. A proprietary algorithm is used to determine final pricing.
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	\$ Not applicable - pricing is district-wide only	
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	\$ Not applicable - pricing is district-wide only	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	<b>\$ 4,675*</b> <i>*please note that a single session covers all databases purchased. HCPS will not be charged this fee per database.</i>	Pricing was calculated at a rate of \$150/hr for 3 hours prep time, 6 hours training delivery, 1.5 hours follow-up and 11 hours travel time, plus estimated travel costs.
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	<b>\$ 0</b>	Virtual training is offered at no charge.
<b>Grand Total</b>	<b>\$ 4,600</b>	(top price calculated with virtual training cost)
	<b>\$ 9,275</b>	(bottom price calculated with on-site training cost)
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 0.092</b>	(with virtual training)
	<b>\$ 0.185</b>	(with on-site training)

## ATTACHMENT H Pricing Scenario

<b>Name of Offeror:</b> <u>EBSCO Information Services</u>		<b>Name of Program:</b> <u>Education Source</u>
<b>Grades Submitted for:</b> <u>All</u>		
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:	<b>\$8,500</b>	EBSCO's pricing is an annual, flat-rate, all-inclusive charge. It is based on unlimited usage, viewing, printing and downloading of content. We use many factors in
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	\$ Not applicable - pricing is district-wide only	determining this pricing, including but not limited to the specific database included, FTE, number of locations, and types of libraries. All of these criteria are taken into account, but are not the only factors. A proprietary algorithm is used to determine final pricing.
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	\$ Not applicable - pricing is district-wide only	
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	\$ Not applicable - pricing is district-wide only	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	<b>\$ 4,675*</b> <i>*please note that a single session covers all databases purchased. HCPS will not be charged this fee per database.</i>	Pricing was calculated at a rate of \$150/hr for 3 hours prep time, 6 hours training delivery, 1.5 hours follow-up and 11 hours travel time, plus estimated travel costs.
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	<b>\$ 0</b>	Virtual training is offered at no charge.
<b>Grand Total</b>	<b>\$ 8,500</b>	(top price calculated with virtual training cost)
	<b>\$ 13,175</b>	(bottom price calculated with on-site training cost)
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 0.169</b> (with virtual training)	
	<b>\$ 0.263</b> (with on-site training)	

## ATTACHMENT H Pricing Scenario

<b>Name of Offeror:</b> <u>EBSCO Information Services</u>		<b>Name of Program:</b> <u>Ethnic Diversity Source</u>
<b>Grades Submitted for:</b> <u>All</u>		
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:	<b>\$11,050</b>	EBSCO's pricing is an annual, flat-rate, all-inclusive charge. It is based on unlimited usage, viewing, printing and downloading of content. We use many factors in
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	\$ Not applicable - pricing is district-wide only	determining this pricing, including but not limited to the specific database included, FTE, number of locations, and types of libraries. All of these criteria are taken into account, but are not the only factors. A proprietary algorithm is used to determine final pricing.
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	\$ Not applicable - pricing is district-wide only	
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	\$ Not applicable - pricing is district-wide only	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	<b>\$ 4,675*</b> <i>*please note that a single session covers all databases purchased. HCPS will not be charged this fee per database.</i>	Pricing was calculated at a rate of \$150/hr for 3 hours prep time, 6 hours training delivery, 1.5 hours follow-up and 11 hours travel time, plus estimated travel costs.
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	<b>\$ 0</b>	Virtual training is offered at no charge.
<b>Grand Total</b>	<b>\$ 11,050</b>	(top price calculated with virtual training cost)
	<b>\$ 15,725</b>	(bottom price calculated with on-site training cost)
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 0.220</b> (with virtual training)	
	<b>\$ 0.313</b> (with on-site training)	

## ATTACHMENT H Pricing Scenario

<b>Name of Offeror:</b> <u>EBSCO Information Services</u>		<b>Name of Program:</b> <u>History Reference Center</u>
<b>Grades Submitted for:</b> <u>All</u>		
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:	<b>\$19,150</b>	EBSCO's pricing is an annual, flat-rate, all-inclusive charge. It is based on unlimited usage, viewing, printing and downloading of content. We use many factors in
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	\$ Not applicable - pricing is district-wide only	determining this pricing, including but not limited to the specific database included, FTE, number of locations, and types of libraries. All of these criteria are taken into account, but are not the only factors. A proprietary algorithm is used to determine final pricing.
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	\$ Not applicable - pricing is district-wide only	
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	\$ Not applicable - pricing is district-wide only	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	<b>\$ 4,675*</b> <i>*please note that a single session covers all databases purchased. HCPS will not be charged this fee per database.</i>	Pricing was calculated at a rate of \$150/hr for 3 hours prep time, 6 hours training delivery, 1.5 hours follow-up and 11 hours travel time, plus estimated travel costs.
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	<b>\$ 0</b>	Virtual training is offered at no charge.
<b>Grand Total</b>	<b>\$ 19,150</b>	(top price calculated with virtual training cost)
	<b>\$ 23,825</b>	(bottom price calculated with on-site training cost)
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 0.382</b> (with virtual training)	
	<b>\$ 0.475</b> (with on-site training)	

## ATTACHMENT H Pricing Scenario

<b>Name of Offeror:</b> <u>EBSCO Information Services</u>		<b>Name of Program:</b> <u>Literary Reference Center Plus</u>
<b>Grades Submitted for:</b> <u>All</u>		
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:	<b>\$16,200</b>	EBSCO's pricing is an annual, flat-rate, all-inclusive charge. It is based on unlimited usage, viewing, printing and downloading of content. We use many factors in
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	\$ Not applicable - pricing is district-wide only	determining this pricing, including but not limited to the specific database included, FTE, number of locations, and types of libraries. All of these criteria are taken into account, but are not the only factors. A proprietary algorithm is used to determine final pricing.
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	\$ Not applicable - pricing is district-wide only	
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	\$ Not applicable - pricing is district-wide only	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	<b>\$ 4,675*</b> <i>*please note that a single session covers all databases purchased. HCPS will not be charged this fee per database.</i>	Pricing was calculated at a rate of \$150/hr for 3 hours prep time, 6 hours training delivery, 1.5 hours follow-up and 11 hours travel time, plus estimated travel costs.
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	<b>\$ 0</b>	Virtual training is offered at no charge.
<b>Grand Total</b>	<b>\$ 16,200</b>	(top price calculated with virtual training cost)
	<b>\$ 20,875</b>	(bottom price calculated with on-site training cost)
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 0.323</b> (with virtual training)	
	<b>\$ 0.416</b> (with on-site training)	

## ATTACHMENT H Pricing Scenario

<b>Name of Offeror:</b> <u>EBSCO Information Services</u>		<b>Name of Program:</b> <u>Middle Search Plus</u>
<b>Grades Submitted for:</b> <u>All</u>		
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:	<b>\$18,500</b>	EBSCO's pricing is an annual, flat-rate, all-inclusive charge. It is based on unlimited usage, viewing, printing and downloading of content. We use many factors in
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	\$ Not applicable - pricing is district-wide only	determining this pricing, including but not limited to the specific database included, FTE, number of locations, and types of libraries. All of these criteria are taken into account, but are not the only factors. A proprietary algorithm is used to determine final pricing.
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	\$ Not applicable - pricing is district-wide only	
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	\$ Not applicable - pricing is district-wide only	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	<b>\$ 4,675*</b> <i>*please note that a single session covers all databases purchased. HCPS will not be charged this fee per database.</i>	Pricing was calculated at a rate of \$150/hr for 3 hours prep time, 6 hours training delivery, 1.5 hours follow-up and 11 hours travel time, plus estimated travel costs.
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	<b>\$ 0</b>	Virtual training is offered at no charge.
<b>Grand Total</b>	<b>\$ 18,500</b>	(top price calculated with virtual training cost)
	<b>\$ 23,175</b>	(bottom price calculated with on-site training cost)
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 0.369</b> (with virtual training)	
	<b>\$ 0.462</b> (with on-site training)	

## ATTACHMENT H Pricing Scenario

<b>Name of Offeror:</b> <u>EBSCO Information Services</u>		<b>Name of Program:</b> <u>NovelList K-8 Plus</u>
<b>Grades Submitted for:</b> <u>All</u>		
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:	<b>\$23,450</b>	EBSCO's pricing is an annual, flat-rate, all-inclusive charge. It is based on unlimited usage, viewing, printing and downloading of content. We use many factors in
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	\$ Not applicable - pricing is district-wide only	determining this pricing, including but not limited to the specific database included, FTE, number of locations, and types of libraries. All of these criteria are taken into account, but are not the only factors. A proprietary algorithm is used to determine final pricing.
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	\$ Not applicable - pricing is district-wide only	
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	\$ Not applicable - pricing is district-wide only	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	<b>\$ 4,675*</b> <i>*please note that a single session covers all databases purchased. HCPS will not be charged this fee per database.</i>	Pricing was calculated at a rate of \$150/hr for 3 hours prep time, 6 hours training delivery, 1.5 hours follow-up and 11 hours travel time, plus estimated travel costs.
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	<b>\$ 0</b>	Virtual training is offered at no charge.
<b>Grand Total</b>	<b>\$ 23,450</b>	(top price calculated with virtual training cost)
	<b>\$ 28,125</b>	(bottom price calculated with on-site training cost)
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 0.467</b> (with virtual training)	
	<b>\$ 0.560</b> (with on-site training)	

## ATTACHMENT H Pricing Scenario

<b>Name of Offeror:</b> <u>EBSCO Information Services</u>		<b>Name of Program:</b> <u>Points of View Reference Center</u>
<b>Grades Submitted for:</b> <u>All</u>		
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:	<b>\$12,000</b>	EBSCO's pricing is an annual, flat-rate, all-inclusive charge. It is based on unlimited usage, viewing, printing and downloading of content. We use many factors in
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	\$ Not applicable - pricing is district-wide only	determining this pricing, including but not limited to the specific database included, FTE, number of locations, and types of libraries. All of these criteria are taken into account, but are not the only factors. A proprietary algorithm is used to determine final pricing.
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	\$ Not applicable - pricing is district-wide only	
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	\$ Not applicable - pricing is district-wide only	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	<b>\$ 4,675*</b> <i>*please note that a single session covers all databases purchased. HCPS will not be charged this fee per database.</i>	Pricing was calculated at a rate of \$150/hr for 3 hours prep time, 6 hours training delivery, 1.5 hours follow-up and 11 hours travel time, plus estimated travel costs.
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	<b>\$ 0</b>	Virtual training is offered at no charge.
<b>Grand Total</b>	<b>\$ 12,000</b>	(top price calculated with virtual training cost)
	<b>\$ 16,675</b>	(bottom price calculated with on-site training cost)
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 0.239</b> (with virtual training)	
	<b>\$ 0.332</b> (with on-site training)	



## ATTACHMENT H Pricing Scenario

<b>Name of Offeror:</b> <u>EBSCO Information Services</u>		<b>Name of Program:</b> <u>Primary Search</u>
<b>Grades Submitted for:</b> <u>All</u>		
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:	<b>\$22,900</b>	EBSCO's pricing is an annual, flat-rate, all-inclusive charge. It is based on unlimited usage, viewing, printing and downloading of content. We use many factors in
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	\$ Not applicable - pricing is district-wide only	determining this pricing, including but not limited to the specific database included, FTE, number of locations, and types of libraries. All of these criteria are taken into account, but are not the only factors. A proprietary algorithm is used to determine final pricing.
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	\$ Not applicable - pricing is district-wide only	
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	\$ Not applicable - pricing is district-wide only	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	<b>\$ 4,675*</b> <i>*please note that a single session covers all databases purchased. HCPS will not be charged this fee per database.</i>	Pricing was calculated at a rate of \$150/hr for 3 hours prep time, 6 hours training delivery, 1.5 hours follow-up and 11 hours travel time, plus estimated travel costs.
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	<b>\$ 0</b>	Virtual training is offered at no charge.
<b>Grand Total</b>	<b>\$ 22,900</b>	(top price calculated with virtual training cost)
	<b>\$ 27,575</b>	(bottom price calculated with on-site training cost)
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 0.456</b> (with virtual training)	
	<b>\$ 0.549</b> (with on-site training)	

## ATTACHMENT H Pricing Scenario

<b>Name of Offeror:</b> <u>EBSCO Information Services</u>		<b>Name of Program:</b> <u>Science Reference Center</u>
<b>Grades Submitted for:</b> <u>All</u>		
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:	<b>\$19,150</b>	EBSCO's pricing is an annual, flat-rate, all-inclusive charge. It is based on unlimited usage, viewing, printing and downloading of content. We use many factors in
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	\$ Not applicable - pricing is district-wide only	determining this pricing, including but not limited to the specific database included, FTE, number of locations, and types of libraries. All of these criteria are taken into account, but are not the only factors. A proprietary algorithm is used to determine final pricing.
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	\$ Not applicable - pricing is district-wide only	
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	\$ Not applicable - pricing is district-wide only	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	<b>\$ 4,675*</b> <i>*please note that a single session covers all databases purchased. HCPS will not be charged this fee per database.</i>	Pricing was calculated at a rate of \$150/hr for 3 hours prep time, 6 hours training delivery, 1.5 hours follow-up and 11 hours travel time, plus estimated travel costs.
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	<b>\$ 0</b>	Virtual training is offered at no charge.
<b>Grand Total</b>	<b>\$ 19,500</b>	(top price calculated with virtual training cost)
	<b>\$ 23,825</b>	(bottom price calculated with on-site training cost)
<b>Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.</b>	<b>\$ 0.382</b> (with virtual training)	
	<b>\$ 0.475</b> (with on-site training)	

**ATTACHMENT I  
PRICING OPTIONS**

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$ Not applicable - EBSCO does not price per student. Pricing is district-wide.
Price per Teacher	\$ Not applicable - EBSCO does not price per teacher. Pricing is district-wide.
Price per Classroom	\$ Not applicable - EBSCO does not price per classroom. Pricing is district-wide.
Price per Site	\$ Not applicable - EBSCO does not price per site. Pricing is district-wide.
Price for District License PreK-5	\$ Not applicable - Pricing is for the entire district, not specific grade levels.
Price for District License PreK-8	\$ Not applicable - Pricing is for the entire district, not specific grade levels.
Price for District License PreK-12	\$ Not applicable - Pricing is for the entire district, not specific grade levels.
Price for District License 6-8	\$ Not applicable - Pricing is for the entire district, not specific grade levels.
Price for District License 6-12	\$ Not applicable - Pricing is for the entire district, not specific grade levels.
Price for District License 9-12	\$ Not applicable - Pricing is for the entire district, not specific grade levels.
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	\$ Virtual training is <b>free</b> . On-site training cost is specified in Attachment H. EBSCO does not price by number of attendees -- as many as can fit in the space may attend for this cost.
1 day of Professional Development - price per teacher/librarian	\$ ^
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	\$ ^

## Tab 10 – References

In this tab, offerors shall provide a minimum of three (3) references who can attest to the Offeror's past performance to provide services similar to those required for this contract. References shall be from other school districts. The list should include contact person's name, position, telephone numbers, fax number, and if available the e-mail or Internet address.

Offerors may not use Henrico County as one of their references. By submitting a proposal, offerors agree to permit the County to contact the Offeror's clients to confirm the quality of past work for those clients.

EBSCO is proud to have partnerships with the following school districts, who may attest to the quality of our content and services:

**1. Loudoun County Public Schools**

Sapna Venkatachalam, *Acquisitions & Digital Resource Specialist*  
(571) 252-1618 x21618  
[sapna.Venkatachalam@lcps.org](mailto:sapna.Venkatachalam@lcps.org)

21000 Education Ct., Ste 516, Ashburn, VA 20148

**2. Fairfax County Public Schools**

Priscille Dando, *Library Information Services Coordinator*  
(571) 835-9664  
[pmdando@fcps.edu](mailto:pmdando@fcps.edu)

6732 Industrial Road, Springfield, VA 22151

**3. Nassau BOCES**

Bridget Sitler, *Program Specialist*  
(516) 608-6646  
[bsitler@nasboces.org](mailto:bsitler@nasboces.org)

1 Merrick Ave, Westbury, NY 11590

**4. Syracuse City School District**

Joan Kirschenheiter, *Instruction Curriculum Development*  
(315) 435-4216  
[jkirschenheiter@scsd.us](mailto:jkirschenheiter@scsd.us)

725 Harrison Street, Syracuse, NY 13210

## Tab 11 – Exceptions

**In this tab, Offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals. The County intends to make the RFP and the Successful Offeror's proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract. Exceptions to any liability provisions contained in this Request for Proposals is not required to be submitted.**

On the pages that follow, please find red-lined versions of HCPS' contract documents outlining EBSCO's requested modifications to contract terms. EBSCO requests that HCPS view these as minor deviations and **advise on their acceptance or rejection prior to any disqualification**. The following documents were reviewed:

- Section V – General Contract Terms and Conditions
- Attachment G – Sample Contract
- Exhibit H – Virginia School Data Privacy Agreement

Please also refer to EBSCO's own license agreements provided in **Tab 13 – Appendices**.

## V. GENERAL CONTRACT TERMS AND CONDITIONS

### A. Annual Appropriations

The contract resulting from this procurement ("Contract") shall be subject to annual appropriations by the Henrico County Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror ("Successful Offeror" or "Contractor") shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

### B. Award of the Contract

1. The County reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror must, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing office the Contract documents and any other forms or bonds required by the RFP.
3. The Contract resulting from this RFP is not assignable
4. Notice of award or intent to award may also appear on the Purchasing Office website: <http://henrico.us/finance/divisions/purchasing/>.

### C. Collusion

By submitting a proposal in response to this Request for Proposal, each Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

### D. Compensation

The Successful Offeror must submit a complete itemized invoice for services that are performed under the Contract. The County shall pay the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

### E. Controlling Law and Venue

The Contract will be made, entered into, and shall be performed in the County and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

### F. Termination by County

~~1. The County may terminate the Contract for cause or for convenience.~~

#### ~~2.1. Termination for Cause~~

- a. If the Successful Offeror fails to perform the Contract, in whole or in part, the County shall give the Successful Offeror written notice of the default and the opportunity to cure it by a stated deadline.

**Commented [A1]:** EBSCO: EBSCO does not agree to termination for convenience and would prefer to strike this section.

- b. If the Successful Offeror fails to cure its default by the deadline, then the County may terminate the contract, in whole or in part, by providing written notice of termination to the Successful Offeror. The notice of termination shall state the effective date of termination. A partial termination shall set forth the nature and scope of the termination.
  - c. Unless the notice of termination states otherwise, the Successful Offeror shall stop performing the Contract when it receives the notice of termination.
  - d. ~~An equitable adjustment in the Contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination minus the County's cost to complete the Successful Offeror's work. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination or for reimbursement of any cost the Successful Offeror incurs after the date the Successful Offeror receives the notice of termination. If the County's cost to complete the Successful Offeror's work exceeds the unpaid balance due to the Successful Offeror, the County will not owe the Successful Offeror any money; instead, the Successful Offeror shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.~~
  - e. Unless the parties expressly agree in writing otherwise, the County may transmit notices of default and termination for cause by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Offeror shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by USPS First-Class Mail® three business days after the date shown in the postmark. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.
  - f. If the Successful Offeror receives two notices of default, the County shall not be obligated to give the Successful Offeror the opportunity to cure any subsequent defaults but may terminate the contract in accordance with this section.
  - g. If any act or omission of the Successful Offeror (including the Successful Offeror's employees, agents, subcontractors, and assigns) arising out of the performance of the contract causes any person to suffer bodily injury that involves substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty, then the County shall not be obligated to give the Successful Offeror the opportunity to cure its default but may terminate the contract in accordance with this section.
  - h. Any remedies this section affords to the County are non-exclusive, and the County may enforce any remedy available at law or in equity in connection with any default of the Successful Offeror. Termination of the Contract for cause does not relieve the Successful Offeror of liability for damages the County sustains because of the Successful Offeror's breach.
3. ~~Termination for Convenience~~
- a. ~~The County may terminate the Contract, in whole or in part, whenever the Purchasing Director determines that such termination is in the County's best interest.~~
  - b. ~~The County must give the Successful Offeror written notice of a termination~~

**Commented [A2]:** EBSCO: EBSCO would prefer to strike the following sentences from this section.

**Commented [A3]:** EBSCO: EBSCO does not agree to termination for convenience and would prefer to strike this section.

for convenience. The notice must specify the extent to which the Contract is terminated and the effective termination date. The effective termination date shall be at least seven calendar days after the date the County issues the notice of termination for convenience.

- ~~e. An equitable adjustment in the Contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination, and the Successful Offeror shall not be entitled to payment for any costs it incurs after the date it receives the notice of termination.~~
- ~~d. Unless the County's notice specifies otherwise, the Successful Offeror must stop work on the date it receives the notice of termination.~~
- ~~e. Unless the parties expressly agree otherwise, the County may transmit notices of termination for convenience by email, USPS First Class Mail®, or courier or overnight delivery service. The Successful Offeror shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Offeror shall be deemed to be in receipt of any notice sent by USPS First Class Mail® three business days after the date shown in the postmark. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.~~

**G. Drug-Free Workplace to be Maintained by the Contractor (VA. Code §2.2-4312)**

1. 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.
2. 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 in accordance with the Virginia Public Procurement Act, 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.

**H. Employment Discrimination by Contractor Prohibited**

1. Contractor certifies to the County of Henrico, Virginia that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act. 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. (Code of Virginia, § 2.2-4343.1E). During the performance of this Contract, the Contractor agrees as follows (Va. Code § 2.2-4311):

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

I. Employment of Unauthorized Aliens Prohibited

As required by Virginia Code §2.2-4311.1, the Contractor does not, and shall not during the performance of this agreement, in the County of Henrico, Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

J. Ethics in Public Contracting

Contractor certifies that its 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 its 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.

K. Antitrust

By entering into a contract, the Successful Offeror conveys, sells, assigns, and transfers to the County of Henrico, 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 services purchased or acquired by the County under the contract.

L. Testing and Inspection

The County reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications, upon reasonable written request, not to exceed once per year.

**Commented [A4]:** EBSCO: Please add the following language.

M. Assignment of Contract

A contract shall not be assignable by the Successful Offeror in whole or in part without the written consent of the County

N. Indemnification

The Successful Offeror agrees to indemnify, defend and hold harmless the County (including Henrico County Public Schools), and the County's officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision-authorized use of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County's sole negligence.

**Commented [A5]:** EBSCO: Please edit the following language.

O. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and the County and the County's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of services under the Contract, whether such services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment E).**

P. No Discrimination against Faith-Based Organizations

The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

Q. Offeror's Performance

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, state and federal laws, rules and regulations applicable to the business to be conducted under the Contract.
2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Successful Offeror shall cooperate with County officials in performing the Contract work so that interference with the County's normal operations will be held to a minimalized.
4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

R. Ownership of Deliverable and Related Products

1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project,

including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.

2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.
3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

S. Record Retention and Audits

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and with reasonable advance notice during the Successful Offeror's normal working hours.
2. County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. ~~Files would be available on demand and without notice during normal working hours.~~

**Commented [A6]:** EBSCO: Please update "out" to "reasonable"

**Commented [A7]:** EBSCO: EBSCO would prefer to strike this section.

T. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

U. Minority-, Woman-, Service Disabled Veteran-Owned, Small Businesses and Employment Services Organizations

It is the policy of the County to actively seek out and provide contracting opportunities to minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.

The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority, woman-, service disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.

All formal solicitations are posted on the Commonwealth of Virginia eVA and the County's internet site at <http://henrico.us/finance/divisions/purchasing/> and may be viewed under the Bids and Proposals link. Construction related solicitations are located

on eVA and County internet sites and on ProcureWare at  
<https://henrico.procureware.com/home>.

V. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Offeror desires to subcontract some part of the work specified in the contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

W. Taxes

1. The Successful Offeror shall pay all County, state, and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Such taxes shall not be in addition to the Contract price between the County and the Successful Offeror because the taxes shall be solely an obligation of the Successful Offeror and not the County, the County shall be held harmless for same by the Successful Offeror.
2. The County is exempt from the payment of federal excise taxes and the payment of state sales and use tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

X. Reserved

Y. County License Requirement

If a business is located in the County, it is unlawful to conduct or engage in the business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

Z. Environmental Management

The Successful Offeror must comply with all applicable federal, state, and local environmental regulations. The Successful Offeror is required to abide by the County's Environmental Policy Statement: [http://henrico.us/pdfs/risk/env\\_policy.pdf](http://henrico.us/pdfs/risk/env_policy.pdf) which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. Employees of the Successful Offeror must be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror must immediately communicate any environmental concerns or incidents to the assigned County Project Manager and the County Risk Manager.

AA. Safety

1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.
2. Each job site must have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.
3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror must immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

BB. Authorization to Transact Business in the Commonwealth

1. 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 or other business form must 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.
2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission (Attachment C). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law must include in its proposal a statement describing why the Offeror is not required to be so authorized.
3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a written waiver is granted by the Purchasing Director, his designee, or the County Manager.

4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment by the County.
5. Any business entity described in subsection 1 that enters into a contract with a public body must not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

CC. Payment Clauses Required by Va. Code §2.2-4354

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the County.
3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
4. Unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
5. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

DD. Contract Period

1. The contract period shall be from date of award through June 30, 2023. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for four (4) additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the

previous year's prices unless written approval is given by the Purchasing Director.

3. The Successful Offeror shall give at least a 90 days' written notice to the County for any price increases and/or if it does not intend to renew the contract at any annual renewal.
4. The contract shall not exceed a maximum of five (5) years.

EE. Occupational Safety & Health Policy Statement

The Successful Offeror must comply with all applicable federal, state, and local occupational safety and health standards. The Successful Offeror is required to abide by the County's Occupational Safety & Health Policy Statement: [https://henrico.us/pdfs/risk/h\\_safety\\_policy.pdf](https://henrico.us/pdfs/risk/h_safety_policy.pdf) which emphasizes maintaining a safe and healthy work environment for all employees, volunteers, and contractors who access County property and locations. The Successful Offeror must be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Successful Offeror must immediately communicate any concerns or incidents to the assigned County Project Manager and the County Risk Manager.

FF. Tobacco – Free Requirement

County Public Schools ("HCPS") has a tobacco-free policy on school property. Therefore, the use or display of tobacco products by the Contractor, its suppliers and/or subcontractors on school property is strictly prohibited at all times, including days and/or hours when school is not in session. This includes, but is not limited to, outdoor areas of school properties and personal or business vehicles present on school property.

"Tobacco products" include any lit or unlit cigarette (including candy cigarettes), cigar, pipe, smokeless tobacco, dip, chew, and snuff in any form. This includes electronic cigarettes, cigarette packages, smokeless tobacco containers, lighters, and any other items containing or reasonably resembling tobacco, tobacco product images and tobacco company logos, such as key chains, t-shirts, ash trays, and coffee mugs.

"School property" includes land, buildings, facilities, and vehicles owned or rented by HCPS. School property includes parking lots, playgrounds and recreational areas.

GG. Direct Contact with Students Certification

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

**The County cannot award a contract to an Offeror that does not complete the Attachment F as part of their submission.**

HH. Conduct

1. Fraternalization between supplier and teachers or students is strictly prohibited.
2. Use, consumption, and/or possession of any controlled substance, substances considered to be illegal, and alcohol are strictly prohibited on school grounds.
3. Cigarette smoking is prohibited on school grounds.
4. Use of vulgar, suggestive or abusive language or gestures is strictly prohibited on school grounds.
5. Use of radios/stereos or other noise producing equipment shall not be used. No weapons of any kind are allowed on school grounds.

II. Service Accessibility

Pursuant to the award of the contract and as soon as practicable but not later than September 1, 2019, the Successful Offeror shall confirm that all online content and/or web-based functionality provided is accessible to individuals with disabilities except where doing so would impose a fundamental alteration or undue burden. Accessibility will be measured according to the W3C's Web Content Accessibility Guidelines (WCAO) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 techniques for web content, which are incorporated by reference.

JJ. Cooperative Procurement

This procurement is being conducted by the County in accordance with the provisions of Section 2.2-4304 of the Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this Contract. The Contractor shall deal directly with any public body it authorizes to use the Contract. The County, its officials, and its employees are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public body, and in no event shall the County, its officials, or its employees be responsible for any costs, damages or injury resulting to any party from another public body's cooperative use of a County contract. The County assumes no responsibility for any notification of the availability of the Contract for use by other public bodies, but the Contractor may conduct such notification.





## ATTACHMENT G SAMPLE CONTRACT

### Non-Professional Services Contract Contract No. [#]

This [Non-Professional *or* Professional Services] Contract (this "Contract") entered into this [#] day of [month] 20[##], by [Offeror's Name] (the "Contractor") and the [County of Henrico, Virginia *or* County School Board of Henrico County, Virginia] ([the "County" *or* "HCPS"]).

**WHEREAS** [the County *or* HCPS] has awarded the Contractor this Contract pursuant to Request for Proposals No. [#], as modified by [list addenda with dates separated by commas] (the "Request for Proposals"), for [subject matter of the RFP].

**WITNESSETH** that the Contractor and [the County *or* HCPS], 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 [the County *or* HCPS] as set forth in the Contract Documents.

**COMPENSATION:** The compensation [the County *or* HCPS] will pay to the Contractor under this Contract shall be [insert information, referenced document, matrix, etc.].

*[If contract is an annual contract, utilize Contract Term, if contract is a spot purchase utilize Service Schedule]*

**CONTRACT TERM:** The Contract term shall be for a period of [number] year[s] beginning [date] and ending [date]. [The County *or* HCPS] may renew the Contract for up to [number] [number]-year terms giving 9030 days' written notice before the end of the term unless Contractor has given [the County *or* HCPS] written notice that it does not wish to renew at least 90480 days before the end of the term.

*[or]*

**SERVICE SCHEDULE:** Services shall be performed in accordance with the [referenced document] within the proposal/BAFO].

**CONTRACT DOCUMENTS:** This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control in the following descending order:

1. This [Non-Professional *or* Professional] Services Contract between [the County *or* HCPS] and Contractor.
2. The General Contract Terms and Conditions included in the Request for Proposals;
3. The Negotiated Modifications (Exhibit [letter]);
4. Contractor's Best and Final Offer dated [date] (Exhibit [letter]);
5. Contractor's Original Proposal dated [date] (Exhibit [letter]); ~~and~~
6. The Scope of Services included in the Request for Proposals; and
- ~~6.7.~~ The EBSCO License Agreement.

**Commented [A8]:** EBSCO: Modifying language to match previous reference of terms.

**Commented [A9]:** EBSCO: As part of any final agreement, EBSCO would like our terms to be included as part of the final contract. These have been attached within this proposal for review.

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

[Contractor Name]	[County of Henrico, Virginia <i>or</i> County School Board of Henrico County, Virginia]
[Address]	[P.O. Box 90775 <i>or</i> 406 Dabbs House Road]
[City, State, Zip]	[Henrico, VA 23273-0775 <i>or</i> 23223]
_____ Signature	_____ Signature
_____ Printed Name and Title	[Purchasing Director <i>or</i> County Manager <i>or</i> Superintendent]
_____ Date	_____ Date

**EXHIBIT H - Sample (Successful Offeror may be required to fill out)**

**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

**Commented [A10]:** EBSCO: At time of contract, EBSCO can fill out the following DPA, if requested. EBSCO has updated with minor edits. Additionally, EBSCO would prefer to use our DPA that is included within our license agreement.

This Virginia School Data Privacy Agreement (“DPA”) is entered into by and between the  
County School Board of Henrico County, Virginia (hereinafter referred to as “Division”) and  
(hereinafter referred to as “Provider”) on  
The Parties agree to the terms as stated herein.

**RECITALS**

**WHEREAS**, the Provider has agreed to provide the Division with certain digital educational services (“Services”) as described in Article I and Exhibit “A”; and

**WHEREAS**, in order to provide the Services described in Article 1 and Appendix A, the Provider may receive or create and the Division may provide documents or data that are covered by several federal statutes, as applicable, among them, the Federal Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g and 34 CFR Part 99, Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6502; ~~Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h~~; the Individuals with Disabilities Education Act (“IDEA”), 20 U.S.C. §§ 1400 et. seq.; and

**WHEREAS**, the documents and data transferred from Virginia Divisions and created by the Provider’s Services are also subject to several Virginia student privacy laws, including Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students’ personally identifiable information*.

**WHEREAS**, the Parties wish to enter into this DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

**WHEREAS**, the Provider may, by signing the “General Offer of Privacy Terms” (Exhibit “E”), agree to allow other Local Educational Agencies (LEAs) in Virginia the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

**NOW THEREFORE**, for good and valuable consideration, the parties agree as follows:

**ARTICLE I: PURPOSE AND SCOPE**

**1. Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Division Data (as defined in Exhibit “C”) transmitted to Provider from the Division pursuant to Exhibit “A”, including compliance with all applicable state privacy statutes, including, as applicable the FERPA, ~~PPRA~~, COPPA, IDEA, and Code of Virginia § 22.1-289.01. School service providers; school- affiliated entities; student personal information; and § 22.1-287.02. Students’ personally identifiable information. In performing these services, to the extent Personally Identifiable Information (as defined in Exhibit “C”) from Pupil Records (as defined in Exhibit “C”) are transmitted to Provider from Division, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the Division. Provider shall be under the direct control and supervision of the Division.

**2. Nature of Services Provided.** The Provider has agreed to provide the following digital educational services described below and as may be further outlined in Exhibit “A” hereto:

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**


3. **Division Data to Be Provided**. In order to perform the Services described in this Article and Exhibit “A”, Provider shall list the categories of data collected, managed or shared as described below or as indicated in the Schedule of Data, attached hereto as Exhibit “B”:


4. **DPA Definitions**. The definition of terms used in this DPA is found in Exhibit “C”. In the event of a conflict, definitions used in this DPA shall prevail over terms used in all other writings, including, but not limited to, a service agreement, privacy policies or any terms of service.

### **ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

1. **Division Data Property of Division**. All Division Data, user generated content or any other Pupil Records transmitted to the Provider pursuant to this Agreement is and will continue to be the property of and under the control of the Division, or to the party who provided such data (such as the student, in the case of user generated content.). The Provider further acknowledges and agrees that all copies of such Division Data or any other Pupil Records transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Division Data or Pupil Records. The Parties agree that as between them, all rights, including all intellectual property rights in and to Division Data or any other Pupil Records contemplated per this Agreement shall remain the exclusive property of the Division. For the purposes of FERPA and state law, the Provider shall be considered a School Official, under the control and direction of the Divisions as it pertains to the use of Division Data notwithstanding the above. The Provider will cooperate and provide Division Data within ~~ten (10)-~~ thirty (30) days at the Division’s request. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access**. Provider shall cooperate and respond within ~~ten (10)-~~ thirty (30) days to the Division’s request for personally identifiable information in a pupil’s records held by the Provider to view or correct as necessary. ~~In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Division Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the Division, who will follow the necessary and proper procedures regarding the requested information.~~
3. **Separate Account**. Provider shall, at the request of the Division, transfer Student Generated Content to a separate student account when required by the Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities.
4. **Third Party Request**. Provider shall notify the Division in advance of a compelled disclosure to a Third Party, unless legally prohibited.

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to this DPA, whereby the Subprocessors agree to protect Division Data in manner consistent with the terms of this DPA.

### **ARTICLE III: DUTIES OF DIVISION**

1. **Privacy Compliance**. Division shall provide data for the purposes of the DPA and any related contract in compliance with the FERPA, ~~PPRA~~, IDEA, Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities; student personal information; and § 22.1-287.02. Students' personally identifiable information, and all other applicable Virginia statutes.
2. **Parent Notification of Rights**. Division shall ensure that its annual notice under FERPA defines vendors, such as the Provider, as "School Officials" and what constitutes a legitimate educational interest. The Division will provide parents with a notice of the websites and online services under this agreement for which it has consented to student data collection to on behalf of the parent, as permitted under COPPA
3. **Unauthorized Access Notification**. Division shall notify Provider promptly of any known or suspected unauthorized access. Division will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

### **ARTICLE IV: DUTIES OF PROVIDER**

- 1) **Privacy Compliance**. The Provider shall comply with all Virginia and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, Code of Virginia § 22.1-289.01. and § 22.1-287.02.
- 2) **Authorized Use**. Division Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA and as authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Division Data or any portion thereof, including without limitation, any Division Data, metadata, user content or other non-public information and/or personally identifiable information contained in the Division Data, without the express written consent of the Division, unless it fits into the de-identified information exception in Article IV, Section 4, or there is a court order or lawfully issued subpoena for the information.
- 3) **Employee Obligations**. Provider shall require all employees and agents who have access to Division data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
- 4) **Use of De-identified Information**. De-identified information, as defined in Exhibit "C", may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). The Provider and Division agree that the Provider cannot successfully de-identify information if there are fewer than twenty (20) students in the samples of a particular field or category of information collected, i.e., twenty students in a particular grade, twenty students of a particular race, or twenty students with a particular disability. Provider agrees not to attempt to re-identify de-identified Division Data and not to transfer de-identified Division Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

notice has been given to the Division who has provided prior written consent for such transfer.

- 5) **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsections below, provider shall~~+~~ dispose or delete all division data obtained under this agreement when it is no longer needed for the purposes for which it was obtained. Disposition will include (1) the shredding of any hard copies of any Division data, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the service agreement authorizes provider to maintain Division data obtained under the service agreement beyond the time reasonably needed to complete the disposition. Provider shall provide written notification when the division data has been disposed. The duty to dispose of Division data shall not extend to data that has been de-identified or placed in a separate student account, pursuant to the terms of the agreement. The division ~~may-~~ shall employ a request for return or deletion of Division data form, a copy of which is attached hereto as exhibit D. Upon receipt of a request from the division, the provider will immediately provide the division with any specified portion of the division data within thirty (30) ~~ten (10)~~ calendar days of the receipt of said request.
- a) **Partial Disposal During the Term of Service Agreement.** Throughout the term of the service agreement, Division may request partial disposal of Division data obtained under the service agreement that is no longer needed. Partial disposal of data shall be subject to Division's request to transfer data to a separate account, pursuant to Article II Section 3, above.
- b) **Complete Disposal upon Termination of Service Agreement.** Upon termination of the service agreement, and upon written request, provider shall dispose or ~~securely~~securely destroy all division data obtained under the service agreement. Prior to disposal of the data, provider shall notify Division in writing of ~~its~~its option to transfer data to a separate account, pursuant to Article 2, Section 3, above. In new event shelters provider dispose of data pursuant to this provision unless and until provider has received affirmative written confirmation from Division that data will not be transferred to a separate account.
- 6) **Advertising Prohibition.** Provider is prohibited from using or selling Division Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or advertising efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client; or (d) use the Division Data for the development of commercial products or services, other than as necessary to provide the Service to Client. This section does not prohibit Provider from generating legitimate personalized learning recommendations or other activities permitted under Code of Virginia § 22.1-289.01.
- 7) **Penalties.** The failure to comply with the requirements of this agreement could subject Provider and any third party to all allowable penalties assessable against Provider under state and federal law. In the event the Family Policy Compliance Office of the U.S. Department of Education determines that Provider improperly disclosed personally identifiable information obtained from the Division's education records, the Division may not allow Provider access to the Division's education records for at least five years.

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

### **ARTICLE V: DATA PROVISIONS**

1. **Data Security.** The Provider agrees to maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information and makes use of appropriate administrative, technological, and physical safeguards. The general security duties of Provider are set forth below. These duties shall include, but are not limited to:
  - a. **Passwords and Employee Access.** Provider shall secure and manage usernames, passwords, and any other means of gaining access to the Services or to Division Data, at levels ~~suggested by~~ in alignment with NIST SP800-171 (Password complexity, encryption, and re-use) , NIST SP800-53 (IA control Family), and NIST 800-63-3 (Digital Identity), and NIST SP800-63B (Authenticator and Verifier Requirements) or equivalent industry best practices.
  - b. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the collection, storage or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment.
  - c. **Provider Employee Training.** The Provider shall provide annual security training to those of its employees who operate or have access to the system.
  - d. **Security Technology.** When the service is accessed using a supported web browser, FIPS 140-2 validated transmission encryption protocols, or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall ~~follow~~ align with National Institute of Standards and Technology (NIST) 800- 171, or equivalent industry best practices.
  - e. **Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon Division's written request, Service Provider shall make the results of findings available to the Division. The Division shall treat such audit reports as Provider's Confidential Information under this Agreement.
  - f. **Backups and Audit Trails, Data Authenticity and Integrity.** Provider will take reasonable measures, including all backups and audit trails, to protect Division Data against deterioration or degradation of data quality and authenticity. Provider shall be responsible for ensuring that Division Data is retrievable in a reasonable format.
  - g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Division Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
2. **Unauthorized Access or Data Breach.** In the event that Division Data are reasonably believed by the Provider or school division to have been disclosed (lost, accessed or obtained) in violation of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) or other federal or state law

### **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

applicable to such information accessed or obtained by an unauthorized individual, Provider shall follow the following process:

- a. provide ~~immediate~~ prompt notification to Division upon verification of the incident and allow the Division or its authorized representatives to fully participate in the investigation of the incident.
- b. notification will be provided to the contact(s) identified in ARTICLE VII, N: Notice, and sent via email and postal mail. Such notification shall include the
  - i. date, estimated date, or date range of the loss or disclosure;
  - i. Division Data that was or is reasonably believed to have been lost or disclosed;
  - ii. remedial measures taken or planned in response to the loss or disclosure.
- c. immediately take action to prevent further access;
- d. take all legally required, reasonable, and customary measures in working with Division to remediate the breach, which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the loss or disclosure;
- e. cooperate with Division efforts to communicate to affected parties.
- f. provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by Division. If Division requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by Division, Provider shall reimburse Division for costs incurred to notify parents/families of a breach not originating from Division's use of the Service.
- g. the Provider shall indemnify and hold harmless the Division from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Provider or any of its officers, directors, employees, agents or representatives of the obligations of the Provider's or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.

### **ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS**

The Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other Division who signs the acceptance in said Exhibit. The Form is limited by the terms and conditions described therein.



**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**  
**ARTICLE VII: MISCELLANEOUS**

- A. **Term.** The Provider shall be bound by this DPA for so long as the Provider maintains or ~~possesses~~possesses any Division Data.
- B. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent and as long as any service agreement or terms of service, to the extent one exists, has lapsed or has been terminated. The Division may terminate this DPA and any service agreement or contract in the event of a material breach of the terms of this DPA.
- C. **Data Transfer Upon Termination or Expiration.** Provider will notify the Division of impending cessation of its business and any contingency plans. Provider shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the Division. As mutually agreed upon and as applicable, Provider will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the Division, all such work to be coordinated and performed in advance of the formal, transition date.
- D. **Effect of Termination Survival.** If the DPA is terminated, the Provider shall destroy all of Division's data pursuant to Article V, section 5(b). The Provider's obligations under this agreement shall survive termination of this Agreement until all Division Data has been returned or Securely Destroyed.
- E. **Priority of Agreements.** This DPA supersedes all end user and "click-thru" agreements. In the event there is conflict between the terms of the DPA and any other writing, such as service agreement or with any other bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.
- F. **Amendments.** This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties
- G. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
- H. **Governing Law: Venue and Jurisdiction.** This agreement will be governed by and construed in accordance with the laws of the state of Virginia, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction to the state and federal courts for the county of the initial subscribing division or the division specified in exhibit E as applicable, for any dispute arising out of or relating to this agreement or the transactions contemplated hereby.
- I. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including

### **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

confidentiality and destruction of Division Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Division Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Division Data and portion thereof stored, maintained or used in any way.

- J. Waiver.** No delay or omission of the Division to exercise any right hereunder shall be construed as a waiver of any such right and the Division reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
- K. Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.
- L. Electronic Signature:** The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Virginia and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature.
- M. Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives before:

#### **a. Designated Representatives**

The designated representative for the Provider for this Agreement is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
eMail: \_\_\_\_\_  
Phone: \_\_\_\_\_

The designated representative for the Division for this Agreement is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
eMail: \_\_\_\_\_  
Phone: \_\_\_\_\_

- b. Notification of Acceptance of General Offer of Terms.** Upon execution of Exhibit E General Offer of Terms, subscribing Division shall provide notice of such acceptance in writing and given by personal delivery or email transmission (if contact information

**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below the designated representative for the notice of acceptance of the general offer of privacy terms is named title contact information.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
eMail: \_\_\_\_\_  
Phone: \_\_\_\_\_

*[Signature Page Follows]*

**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

**IN WITNESS WHEREOF**, the parties have executed this Virginia Student Data Privacy Agreement as of the last day noted below.

Provider Signature

Date:   
Printed Name:   
Title:

Division Signature

Date:   
Printed Name:   
Title:

**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

**EXHIBIT “A”**

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]


## VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

### EXHIBIT "B"

#### SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system	Conduct	Conduct or behavioral data	
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	<input type="checkbox"/>	Demographics	Date of Birth	<input type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>		Place of Birth	<input type="checkbox"/>
				Gender	<input type="checkbox"/>
				Ethnicity or race	<input type="checkbox"/>
				Language information (native, preferred or primary language spoken by student)	<input type="checkbox"/>
				Other demographic information-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>	Enrollment	Student school enrollment	<input type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>		Student grade level	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>		Homeroom	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>		Guidance counselor	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>		Specific curriculum programs	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>		Year of graduation	<input type="checkbox"/>
				Other enrollment information-Please specify:	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input type="checkbox"/>	Parent/Guardian Contact Information	Address	<input type="checkbox"/>
				Email	<input type="checkbox"/>
				Phone	<input type="checkbox"/>

## VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Parent/ Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/ Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts /health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/ foster care)	<input type="checkbox"/>
	Other indicator information- Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID	<input type="checkbox"/>

	number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input type="checkbox"/>
Student In App Performance	Program/appli- cation performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures etc.	<input type="checkbox"/>
	Other student	<input type="checkbox"/>

## VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

	work data - Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/perfor- mance scores	<input type="checkbox"/>
	Other transcript data -Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>

	Other transportation data -Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored or collected by your application	<input type="checkbox"/>

No Student Data Collected at this time ☐.  
 \*Provider shall immediately notify LEA if this  
 designation is no longer applicable.

OTHER: Use this box, if more space needed.



## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

### **EXHIBIT “C”**

#### **DEFINITIONS**

**Data Breach** means an event in which Division Data is exposed to unauthorized disclosure, access, alteration or use.

**Division Data** includes all business, employment, operational and Personally Identifiable Information that Division provides to Provider and that is not intentionally made generally available by the Division on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student, employees, and personnel data, user generated content and metadata but specifically excludes Provider Data (as defined in the Contract).

**De-Identifiable Information (DII):** De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them. Anonymization or de-identification should follow guidance equivalent to that provided by U.S Department of Education publication “Data De-identification: An Overview of Basic Terms” or NISTIR Special Publication (SP) 8053 De-Identification of Personally Identifiable Information. The Provider’s specific steps to de-identify the data will depend on the circumstances, but should be appropriate to protect students. Some potential disclosure limitation methods are blurring, masking, and perturbation. De-identification should ensure that any information when put together cannot indirectly identify the student, not only from the viewpoint of the public, but also from the vantage of those who are familiar with the individual. Information cannot be de-identified if there are fewer than twenty (20) students in the samples of a particular field or category, i.e., twenty students in a particular grade or less than twenty students with a particular disability.

**Indirect Identifiers:** Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty

**Personally Identifiable Information (PII):** The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, staff data, parent data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by Division or its users, students, or students’ parents/guardians, including “directory information” as defined by §22.1-287.1 of the Code of Virginia“.

PII includes, without limitation, at least the following:

- Staff, Student or Parent First, Middle and Last Name
- Staff, Student or Parent Telephone Number(s)
- Discipline Records
- Special Education Data
- Grades
- Criminal Records

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

- Health Records
- Biometric Information
- Socioeconomic Information
- Political Affiliations
- Text Messages
- Student Identifiers Photos
- Videos
- Grade
- Home Address Subject
- Email Address
- Test Results
- Juvenile Dependency Records Evaluations
- Medical Records
- Social Security Number
- Disabilities
- Food Purchases
- Religious Information Documents
- Search Activity
- Voice Recordings
- Date of Birth
- Classes
- Information in the Student's Educational Record
- Information in the Student's Email

**Provider:** For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.

**Pupil Generated Content:** The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

**Pupil Records:** Means both of the following: (1) Any information that directly relates to a pupil that is maintained by Division and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational Division employee.

**Securely Destroy:** Securely Destroy means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards of Technology (NIST) SP 800-88 Appendix A guidelines relevant to sanitization of data categorized as high security. All attempts to overwrite magnetic data for this purpose must utilize DOD approved methodologies.

**School Official:** For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by Division or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information.

Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of Virginia and Federal laws and regulations. Student Data as specified in Exhibit B is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services. Anonymization or de-identification should guidance equivalent to that provided by U.S Department of Education publication "Data De-identification: An Overview of Basic Terms" or NISTIR Special Publication (SP) 8053 De-Identification of Personally Identifiable Information.

**Student Generated Content:** Alternatively known as user-created content (UCC), is any form of content, such as images, videos, text and audio, that have been created and posted by student users on online platforms.

**Subscribing Division:** A Division that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Subprocessor:** For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than Division or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

**Third Party:** The term "Third Party" means an entity that is not the Provider or Division.

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

### **EXHIBIT "D"**

#### **DIRECTIVE FOR DISPOSITION OF DATA**

[Name or Division or Division] directs [Name of Company] to dispose of data obtained by Provider pursuant to the terms of the DPA between Division and Provider. The terms of the Disposition are set forth below:

##### **1. Extent of Disposition**

☐ Disposition is Complete. Disposition extends to all categories of data.

☐ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of data]

##### **2. Nature of Disposition**

☐ Disposition shall be by destruction or secure deletion of data.

☐ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions.]

##### **3. Timing of Disposition**

Data shall be disposed of by the following date:

☐ As soon as commercially practicable

☐ By (Insert Date)

##### **4. Signature of Authorized Representative of Division**

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

##### **5. Verification of Disposition of Data**

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

### **OPTIONAL: EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS**

#### **1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and the Division to any other school division ("Subscribing Division") who accepts this General Offer through its signature below. The Provider agrees that the information on the next page will be replaced throughout the Agreement with the information specific to the Subscribing Division filled on the next page for the Subscribing Division. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing Division may also agree to change the data provided by Division to the Provider to suit the unique needs of the Subscribing Division. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or (3) after three years from the date of Provider's signature to this form. Provider shall notify the Division in the event of any withdrawal so that this information may be transmitted to the Subscribing Divisions.

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

#### **2. Subscribing Division**

A Subscribing Division, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing Division's individual information is contained on the next page. The Subscribing Division and the Provider shall therefore be bound by the same terms of this DPA.

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

**TO ACCEPT THE GENERAL OFFER THE SUBSCRIBING DIVISION MUST DELIVER  
THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW**

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

Email Address: \_\_\_\_\_

## Tab 12 – Assumptions

**In this tab, offerors shall list any assumptions made when responding to this Request for Proposals.**

EBSCO does not have any assumptions to list pertaining to this Request for Proposals.

## Tab 13 – Appendices

To support our response, EBSCO has included the following supplemental materials in this tab:

1. Insurance Certificate
2. Product Descriptions
3. EBSCO License Agreements:
  - a. Standard License Agreement
  - b. Library eContent Agreement
4. Service Level Agreement – Availability
5. Service Level Agreement – Support



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Valent Group, LLC</b> <b>3500 Blue Lake Drive, Ste. 120</b>  <b>Birmingham AL 35243</b>		<b>CONTACT NAME:</b> Linda Fetherolf <b>PHONE (A/C, No, Ext):</b> (205) 262-2655 <b>FAX (A/C, No):</b> (205) 262-2701 <b>E-MAIL ADDRESS:</b> lfetherolf@valentgroup.com															
<b>INSURED</b> <b>EBSCO Industries, Inc.</b> <b>5724 Hwy 280 E</b>  <b>Birmingham AL 35242</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Property &amp; Casualty</td> <td>25674 AXV</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company</td> <td>25658 AXV</td> </tr> <tr> <td>INSURER C: Travelers Property &amp; Casualty</td> <td>25674 AXV</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property & Casualty	25674 AXV	INSURER B: Travelers Indemnity Company	25658 AXV	INSURER C: Travelers Property & Casualty	25674 AXV	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Travelers Property & Casualty	25674 AXV																
INSURER B: Travelers Indemnity Company	25658 AXV																
INSURER C: Travelers Property & Casualty	25674 AXV																
INSURER D:																	
INSURER E:																	
INSURER F:																	

## COVERAGES

CERTIFICATE NUMBER: 2021-22 EBSCO Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			TC2JGLSA-9D909462-21  Contractual Liability	10/15/2021	10/15/2022	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Blkt Addt'l Insured						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Blkt Waiver of Subro						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			TC2JCAP-9D909474-21  Hired Physical Damage Limit \$100,000/Ded. \$25k	10/15/2021	10/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input checked="" type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> Blkt Addt'l Ins.	<input checked="" type="checkbox"/> Waiver Sub.	<input checked="" type="checkbox"/>				\$
A	UMBRELLA LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP-7S137226-21-NF	10/15/2021	10/15/2022	EACH OCCURRENCE \$ 25,000,000
	EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$ 25,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		<input checked="" type="checkbox"/>	Retro(AZ/FL/MA/NE/OR/WI)			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	N/A	UB-9K299627-21-51-K	10/15/2021	10/15/2022	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			UB-1L339839-21-51-K A/O/S	10/15/2021	10/15/2022	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
				TWXJUB-9D911955-21/AL	10/15/2021	10/15/2022	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property			KTJ-CMB-1F64421-8-21	10/15/2021	10/15/2022	\$100,000,000 Ded \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Named Insured Includes: EBSCO Information Services

Cyber/MediaGuard/Tech E&O is written through Endurance American Specialty eff 04/07/2022-04/07/2023 with Limits \$5M/Ret. \$2M

## CERTIFICATE HOLDER

## CANCELLATION

rmmail@henrico.us

County of Henrico  
PO Box 90775  
Henrico, VA 23273

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Linda Fetherolf/LLF

*Linda Fetherolf*



## Appendix 2: Product Descriptions

### Interface Overviews

The resources offered herein can be made available for online access through a variety of feature-rich, user-centric interfaces. EBSCO interfaces are designed to be intuitive for all ages, with a multitude of search features that maximize efficiency in locating relevant resources and enable easy application in a variety of settings.

Please note that EBSCOhost and Explora are available as complimentary interfaces with any product purchase – no additional subscription is required. EBSCO Discovery Service is a similar but separate interface with added content and capabilities, available for an additional cost.

#### EBSCOhost

As EBSCO's flagship, proprietary search platform, EBSCOhost provides access to hundreds of multidisciplinary and specialty databases, encompassing an expansive collection of resources across fields of study and topics of interest. It has been built to provide the most powerful research experience for users of any age or skill level, supporting a simple search across EBSCO databases, e-books, digital archives and more.

Offering customizable basic and advanced search options, the platform provides an intuitive research experience, which can be tailored specifically to the needs of any library, school or research institution. The basic search option features a clean, intuitive layout similar to popular search engines encountered across the web. Available Search Options expand the capabilities of the Basic Search to include simple limiters and filters, as well as the choice of Search Modes and Expanders.

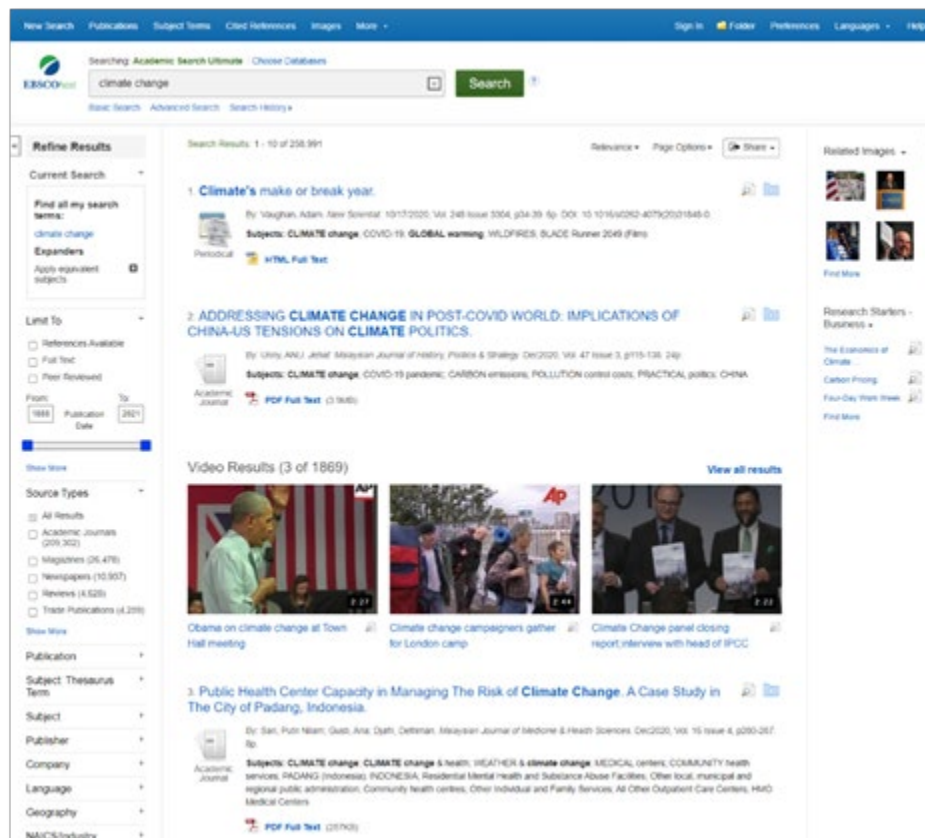
Alternatively, the Advanced Search in EBSCOhost provides experienced researchers with the necessary functionality to perform highly refined searches, including multiple field codes, guided Boolean operators and a wide range of limiters and expanders.

Additional benefits for users include the ability to:

- Create email and RSS Feed alerts for new content meeting preferred search criteria
- Refine and sort relevant results with pre- and post-search limiters and facets
- Copy and paste permalinks to search results, detailed records and full-text pages
- Take, save and share personal notes for easy reference and collaboration
- Automatically cite in popular styles, such as MLA, APA, AMA and more
- Export citations to popular bibliographic management software
- Save articles, books and more to personal folders for later consideration and access
- Share personal folders and notes with peers and colleagues
- Print, email, save and download watermarked PDF pages
- Access built-in accessibility features, including text-to-speech for HTML content
- Search database content by available subjects, publications, images and indexes
- Navigate e-books and articles via hyperlinked tables of contents
- Translate the interface into one of 30 languages, and search in more than 55
- Save, share and push content with easy persistent links, upload to Google Drive and Classroom

Additional benefits for libraries also include:

- Platform availability 24/7/365, with a guaranteed uptime of 99.9% per year
- Multiple options for on-site and remote user authentication, for easy in-library and on-the-go access
- Convenient responsive design, for ease-of-use on any screen size, including mobile devices
- Easy website, catalog and discovery integration, via MARC records and API toolkits
- Detailed statistical reports available per platform, collection and title
- Complimentary training, marketing materials and ongoing technical support
- Simple administrative tools facilitate individual library and system administration



Current EBSCOhost UI

## Explora

Based on extensive user research, EBSCO developed the Explora search interface to meet the search expectations of today's public library users and K-12 students. The Explora interface offers a user-friendly, visually appealing experience, and is currently available in a public library-oriented edition (Explora for Public Libraries), as well as two school-oriented editions (Explora for Primary Schools and Explora for Secondary Schools). It includes the vast majority of EBSCOhost features and functionality, and is offered as a complement to EBSCOhost access, as preferred.

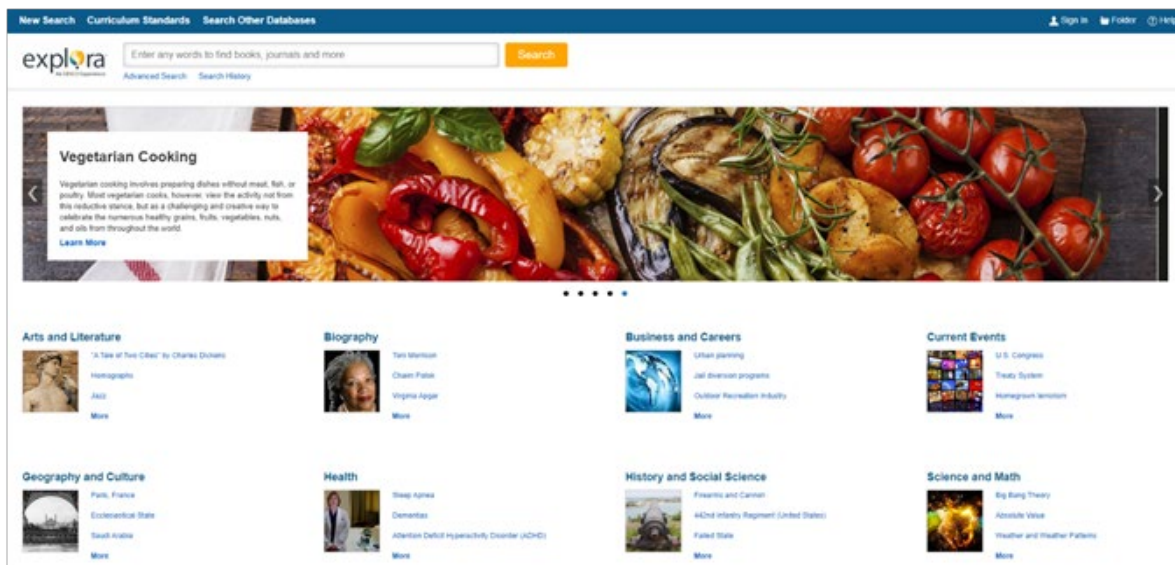
Value-added features for patrons include:

- Easy-to-browse categories organized by popular topic
- Extensive topic overviews, a starting point for browsing and research

- Colorful design and dynamic visuals, complete with home screen feature areas
- Reading level (Lexile) indicators to simplify discovery of appropriate content
- COPPA compliance, in alignment with young user privacy concerns

Benefits in support of lifelong learning also include:

- Convenient access through any internet-connected device, for easy portability
- Simple, streamlined access on-site, at home and on-the-go
- Autocomplete and spell checker to ensure the correct search terms are applied
- Easy ability to share, print, email and bookmark important content
- Personal folders for saving, organizing and sharing resources with others
- Useful note-taking capability, with date-marking and permalinks to specific content
- Text-to-speech for HTML assists auditory learners, struggling readers and English learners
- One-click integration with Google Drive, Google Classroom and Google Sign-In
- Instant citation and bibliographic management to format references
- Free promotional and marketing tools to create awareness among patrons



Current Explora UI

## EBSCO Discovery Service

EBSCO Discovery Service (EDS) provides a fast, streamlined, user-centric approach to searching a library's entire collection via a single search box — including non-EBSCO resources and local library materials.

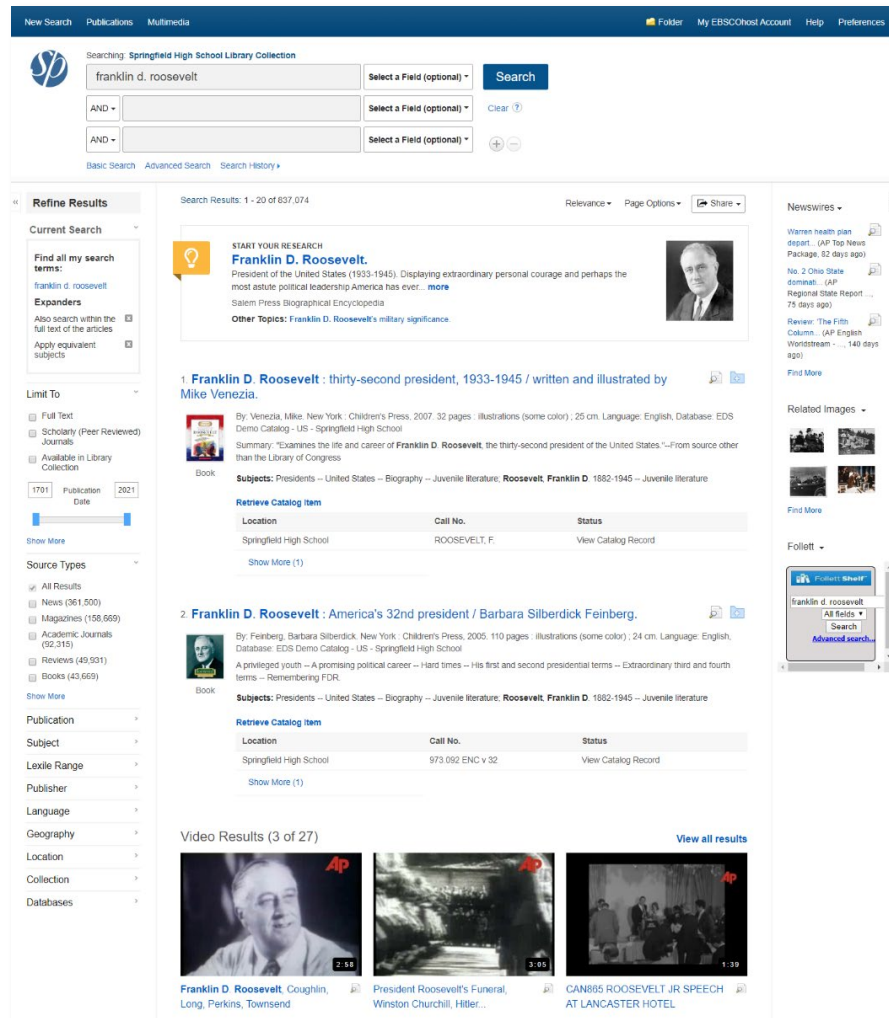
The fully customizable interface allows school libraries to design a student-friendly experience, increasing usage of the valuable resources that a library owns or subscribes to. With its combination of superior relevance rankings and full-text searching, EDS provides students with complete and precise results at the top of the result list. Students are provided with an array of user tools to further their research experience, including a personal folder to save searches, share results by email and other outputs, citation help, note taking and more.

Furthermore, because of EBSCO's strong relationships with thousands of top-level publishers, EDS offers a comprehensive collection of content, including searchable high-end full text, indexing from top subject indexes to expose the entire library collection and full integration with EBSCOhost databases and e-books.

In short, EDS offers students of all ranges and abilities an unparalleled, full-featured and customizable discovery experience. It is a robust research tool that meets the needs of all users, and ensures increased usage of library resources.

Key benefits and unique features of EDS include:

- A Single, Central Index. EDS streamlines the user experience through one search box, one index, one interface and one result list, offering unified access to all library content. With intuitive searching features, subject mapping, and one-click access to full text, EDS searches the way researchers think.
- Superior Relevance Ranking. When calculating relevance, EDS considers subject terms with Enhanced Subject Precision — not just keywords that may be included in a title or resource full text. The focus allows for precision in search and return of the most relevant results. EDS also uses value (publication date, type, peer-review status, length) to return results that meet user expectations of suitability.
- Subject-Specific Profiles. The discovery experience is enhanced when unique needs are anticipated and met. Libraries can customize EDS to create subject-specific profiles with discipline-appropriate content and search qualities. Subject-specific profiles allow for a discipline-specific research experience and a more tailored approach for users.
- Research Starters. EDS provides “Wikipedia-like” links to citable, authoritative summary articles for thousands of popular topics. For the most popular topics, Research Starters will retrieve relevant articles that link the user to related information and detailed bibliographies, shortening the distance between research and results for many end users, without searching the “open web” for quick answers.
- Google Integration. EBSCO is committed to enhanced integrations and compatibility with Google for the most convenient user experience. With advanced integration with the G Suite for Education, users can quickly download and share EBSCO content, such as PDFs and images, directly to their personal cloud storage in Google Drive and Classroom. EBSCO is also a partner with Google's linking programs. As a partner, Google Scholar can link with EBSCO full-text databases and e-journals, where available, with immediate access via CASA authentication. Most recently, EBSCO has also enabled Google Sign-In.
- Enhanced Authentication Options. EDS can support multiple authentication methods to simplify the login process. EDS works seamlessly with Google authentication, a familiar login experience for users. With many options, libraries can customize the login process to fully meet the needs of the community.
- Complementary Apps. By expanding the experience beyond the basic notion of discovery, libraries can create an engaging user environment that both drives and enhances library use. The classic EDS interface supports applications that complement discovery and allow libraries to further customize the experience to meet specific institutional and user needs.
- Openness. Choices matter. Libraries should not be limited by narrow third-party integration options, support of one knowledge base over another, or even the library's own ILS preference. EDS is interoperable with most third-party services, including ILS, ILL, knowledge bases, learning management systems, customer relationship management systems and more. This interoperability supports the ability for libraries to evaluate and choose a discovery service independent from an ILS, for best-of-breed solutions.



Current EBSCO Discovery Service UI

## New UI Experience and the Evolution of EBSCO's Interfaces

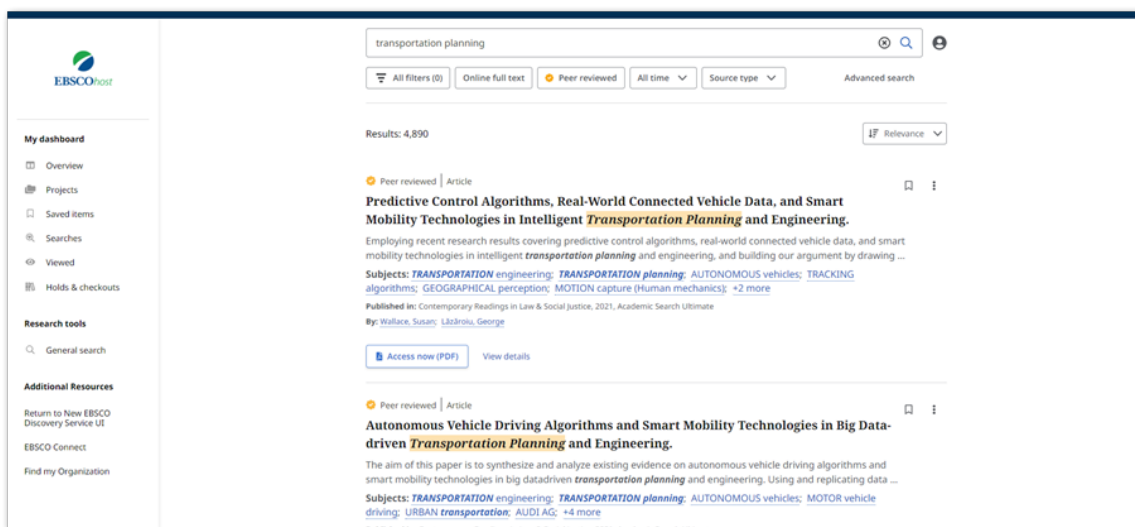
EBSCO is in the process of building and releasing a new user interface experience for EBSCOhost, Explora and EBSCO Discovery Service. The new user interface will provide a more modern, accessible and responsive design, while retaining access to the same high-quality content and linking functionality available from EBSCO today. All interfaces are built on the same framework, with a similar look and feel, making it easy for users to navigate between the experiences. The new user interfaces will be rolled out to customers starting in the summer of 2022, but customers do not need to migrate right away. Libraries will have the ability to access the new user interfaces for testing and feedback and can choose to adopt at a time that works best for them.

Below are screenshots of the new user interface in its current state – please note that minor changes may still be made prior to release.

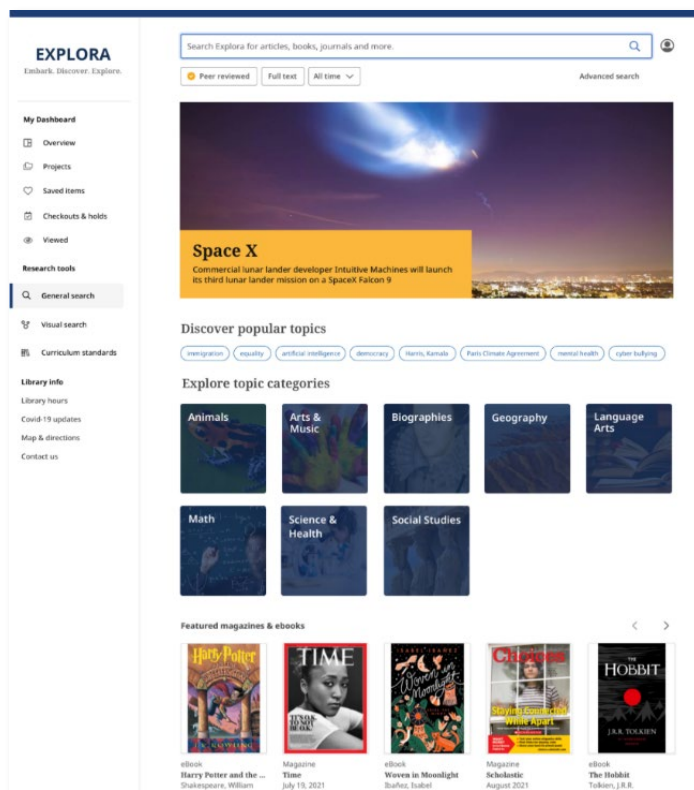




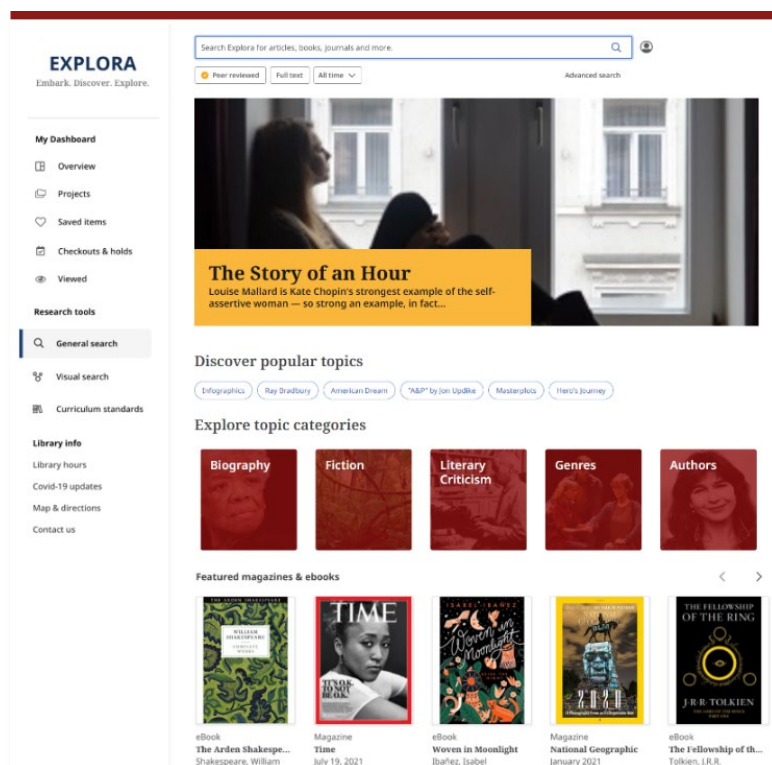
Search Landing Page for new EBSCOhost UI



Result List for new EBSCOhost UI



Browse landing page for new Explora UI



Browse landing page for subject-specific databases, e.g. Science Reference Center (final design may change)

The screenshot shows the EBSCO Discovery Service search results for the query "marie curie". The left sidebar features the Springfield Public High School logo and a navigation menu with sections: "My dashboard" (Overview, Projects, Liked, Searches, Viewed, Holds & checkouts), "Research tools" (General search, Publications, Concept map, Supplemental sources), and "Additional Resources" (Library Homepage, EBSCO Connect, Find my Organization). The main content area displays search filters (All filters (2), Online full text, Peer reviewed, Past 12 months, Source type, Advanced search) and a results count of 65. Two featured results are shown: a "PUBLICATION" titled "Marie Curie" with subject lines and a "RESEARCH STARTER" titled "Marie Curie" with a brief biography. Below these, a "Peer reviewed | Article" titled "Who's Who in Mineral Names: Marie Skłodowska-Curie (1867-1934)." is displayed, followed by a "Book Review" titled "The Soul of Genius: Marie Curie, Albert Einstein, and the Meeting That Changed the Course of Science."

Result List for new EBSCO Discovery Service UI

The screenshot shows the EBSCO Discovery Service user dashboard. The left sidebar is identical to the search results page. The main content area is titled "My dashboard" and includes a welcome message: "Welcome back Jane. Organize your research projects and save materials to your custom dashboard." Below this, there are three sections: "Projects (1)" showing a project titled "Marie Curie" with a due date of 12/17/2022 and a "New project" button; "Liked items (2)" with a "See all" link; and a "See all" link for the Projects section.

Dashboard for new EBSCO Discovery Service UI



## Resource-Specific Interfaces

In addition to the above, EBSCO offers several resource-specific interfaces, designed to maximize database use and complement available resources. Examples include several of EBSCO's Reference Center products, each of which is also based on the traditional EBSCOhost platform. These resources feature a vastly similar search experience, including with value-added browsing options and resource quick links. For your reference, these have been detailed further within the **Individual Product Descriptions**, as applicable.

For an overview of which products are available per interface, please refer to the following table. Note that with the release of the new Explora UI, all EBSCOhost databases will be available in Explora. The chart below indicates the current state of compatibility in the classic UI.

Database	EBSCOhost	Explora	Dedicated Interface
Advanced Placement Source	X	X	
Complete Online Package:	X	X	
MAS Complete	X	X	
Newspaper Source Plus	X	X	
Consumer Health Complete	X	X	X
TOPICsearch	X	X	
Education Research Complete	X	X	
ERIC	X	X	
EBSCO eBooks Cricket Media Subscription Collection	X		X
Education Source	X	X	
Ethnic Diversity Source	X		
History Reference Center	X	X	X
Literary Reference Center Plus	X	X	X
Middle Search Plus	X	X	
NoveList K-8 Plus			X
Points of View Reference Center	X	X	X
Primary Search	X	X	
Science Reference Center	X	X	X

## Individual Product Descriptions

### Advanced Placement Source

Website: <https://www.ebsco.com/products/research-databases/advanced-placement-source>

**Target Audience:** 9-12

**Key Features:** Lexile Indicators

#### Product Description:

Containing full text for thousands of magazines and journals, Advanced Placement Source is a multidisciplinary research database uniquely designed for high school students enrolled in honors-level, Advanced Placement (AP) and International Baccalaureate (IB) courses. It covers a wide array of subject areas from the arts and

multicultural studies to the STEM subjects, offering students the essential research materials to achieve academic success. This database is the only AP-focused multidisciplinary product on the market.

Advanced Placement Source offers ongoing full text with no embargo for these leading news, politics, and science periodicals:

- *The Atlantic*
- *Congressional Digest*
- *Discover*
- *History Today*
- *The Nation*
- *The New Republic*
- *Newsweek*
- *Science News*
- *Scientific American*
- *TIME*

**Content Includes:**

- 4,200 full-text academic journals and magazines

**Subjects Include:**

- ✓ Arts and music
- ✓ Biology
- ✓ Chemistry
- ✓ Computer science
- ✓ Economics and statistics
- ✓ Environmental and life sciences
- ✓ Ethnic and multicultural studies
- ✓ Mathematics
- ✓ Physics
- ✓ Political science
- ✓ Psychology
- ✓ Science and technology
- ✓ U.S., European and world history

**Title List(s):**

- Coverage Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/aqh-coverage.xlsx>
- Subject Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/aqh-subject.xls>

**Complete Online Package**

Website: <https://www.ebsco.com/products/research-databases/complete-online-package>

**Target Audience:** PK-5, 6-8, 9-12, educators

**Key Features:** Lexile Indicators, Primary Source Filter, Dictionaries/Encyclopedias, Curriculum Standards Module

**Product Description:**

The Complete Online Package is the most extensive multidisciplinary research collection for high schools. The databases include full text for popular magazines, journals, newspapers, e-books, primary source documents, videos and more.

The Complete Online Package includes six databases to support high school student research and classroom instruction:

- **MAS Complete** - <https://www.ebsco.com/products/research-databases/mas-complete>  
Designed for high school libraries, MAS Complete is a research database that contains full text for hundreds of popular magazines and e-books covering news, politics, science, sports, culture and more. It also includes thousands of full-text primary source documents and videos from the Associated Press.

MAS Complete offers ongoing full text for the most popular magazines for high schools, including:

- *Archaeology\**
- *Art in America\**
- *The Atlantic\**
- *Congressional Digest\**
- *Discover\**
- *Ebony\**
- *Essence\**
- *History Today\**
- *Hot Rod\**
- *The Nation\**
- *National Review*
- *National Wildlife\**
- *New Republic\**
- *New Scientist\**
- *Newsweek*
- *PC World\**
- *People\**
- *Popular Science*
- *Rolling Stone*
- *Saturday Evening Post\**
- *Scientific American\**
- *Science News\**
- *Sports Illustrated\**
- *Teen Ink\**
- *TIME\**
- *U.S. News & World Report\**

\*Active full text is unique to EBSCO.

The MAS Reference eBook Collection is offered as a companion to the MAS databases, containing reference books from top educational publishers and university presses. This encompasses a rich selection of titles covering a broad range of general reference subjects, including biography, history, careers, language arts, literature, government, health, math, science, current events and social-emotional health.

- **Newspaper Source Plus** - <https://www.ebsco.com/products/research-databases/newspaper-source-plus>

Newspaper Source Plus provides a full-text digital collection of the world's major news content. It includes millions of articles from newspapers, newswires and news magazines. In addition, it offers television and radio transcripts and ongoing daily updates from popular news sources.

Newspaper Source Plus brings critical news content with ongoing updates throughout the day with its News View feature. Popular sources include:

- AP (Associated Press)
- CNN Wire
- PR Wire
- UPI (United Press International)
- Xinhua (China)

News View also includes television and radio news transcripts from top sources:

- ABC News (American)
- ABC (Australian)
- CBC (Canadian)
- CBS News
- CNBC
- CNN
- CNN International
- FOX News
- MSNBC
- National Public Radio
- PBS

- **Consumer Health Complete** - <https://www.ebsco.com/products/research-databases/consumer-health-complete>

The most comprehensive database for consumer-oriented health content, Consumer Health Complete is designed to help users gain an overall understanding of key topics across the health and wellness spectrum — from mainstream medicine to complementary, holistic and integrated medicine.

Consumer Health Complete contains dozens of articles on a variety of teen health topics from smoking and sexting to dealing with anger and coping with divorce. “TeenTalk” articles are aimed at teens, while “How to Talk to Teens” articles provide tips to parents on starting difficult but important conversations.

In addition to full-text journals, magazines, health reference books and evidence-based health reports, Consumer Health Complete includes:

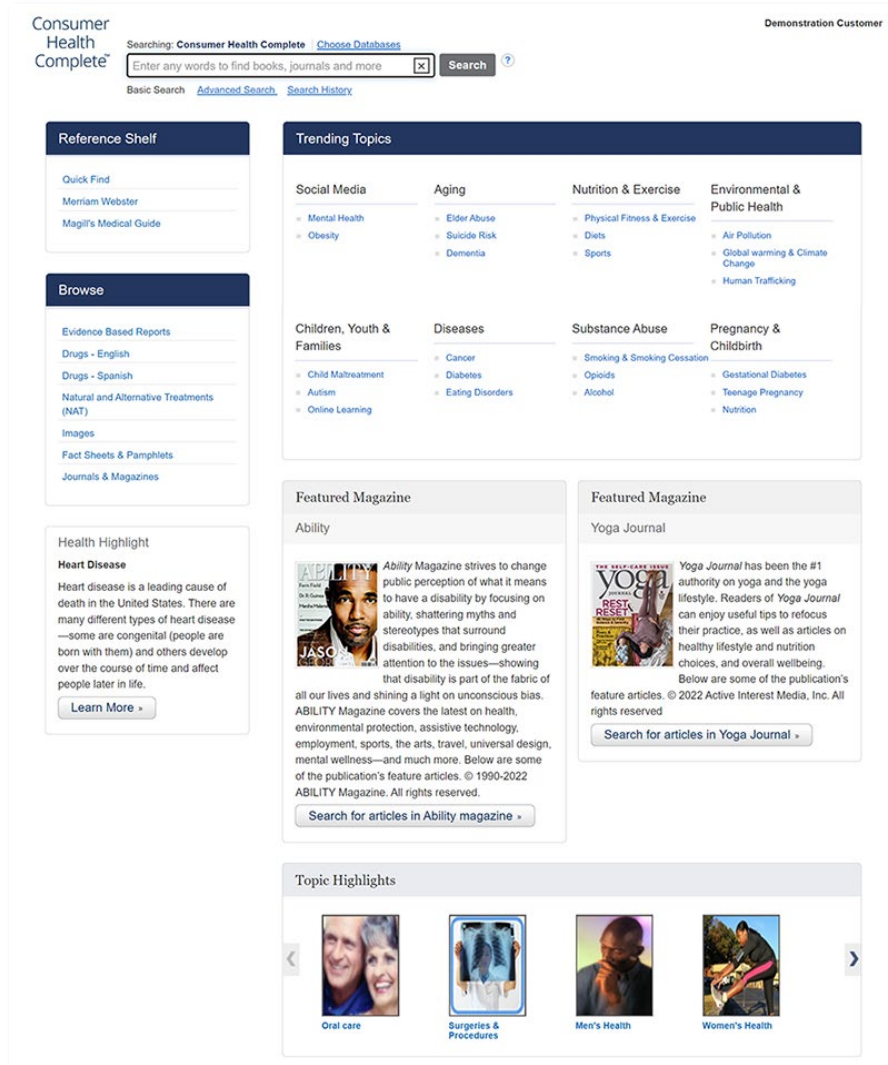
- Nearly 500 medical images and diagrams
- More than 300 animations with audio narration and transcripts
- Consumer health pamphlets and leaflets from the CDC, FDA, NIH and others

The Consumer Health Reference eBook Collection is offered as a companion to the Consumer Health databases, containing reference books from top educational publishers and university presses. This encompasses a rich selection of titles covering general health topics, including diseases, treatments and therapies, diet and nutrition, mental health and wellness, and more.

Consumer Health Complete offers a unique search interface that organizes results by source type so users can easily find the content they're looking for. It provides convenient access to easily understandable health and medical information, allowing users to search and browse within medical encyclopedias, popular reference books and magazine articles, as well as evidence-based reports, fact sheets and pamphlets, drug and herb information, alternative sources, images and diagrams, video and animations.

Further benefits of the dedicated interface include a Reference Shelf area featuring the Quick Find option, which provides easy access to health reports on common diseases, conditions, injuries or procedures; the Merriam-Webster Medical Dictionary, which provides an easy way to look up medical terms; and the Magil's Medical Guide, which is an easy-to-use compendium of medical information suitable for student research as well as general readers.

In addition, the interface includes a Browse area to browse by common resource types, such as images, fact sheets, journals and more, as well as Trending Topics to browse by common subjects such as Aging, Nutrition & Exercise, Diseases, Substance Abuse and more. The interface also features a Health Highlight, which provides a relevant, rotating health topic of interest, as well as featured magazines and Topic Highlights.



- TOPICsearch** - <https://www.ebsco.com/products/research-databases/topicsearch>  
 Teachers, librarians and student researchers can use this database to explore current events, social, political and economic issues, scientific discoveries and other popular topics frequently discussed in the classroom. Source types include:
  - Biographies
  - Book reviews
  - Government information
  - Periodicals
  - Public opinion polls
  - International newspapers
- Education Research Complete** - <https://www.ebsco.com/products/research-databases/education-research-complete>  
 Education Research Complete is a robust database for education students, professionals and policymakers. Providing hundreds of full-text education journals, books, monographs and numerous

education-related conference papers, it covers all levels of education, from early childhood to higher education, plus multilingual education, health education and testing. It also covers the areas of curriculum instruction, administration, policy, funding and related social issues.

- **ERIC** - <https://www.ebsco.com/products/research-databases/eric>  
ERIC (Education Resources Information Center) is an authoritative database of indexed and full-text education literature and resources. Sponsored by the Institute of Education Sciences of the U.S. Department of Education, it is an essential tool for education researchers of all kinds.

ERIC contains records and links to hundreds of thousands of full-text documents. It includes records for a variety of source types, including journal articles, books, conference papers, curriculum guides, dissertations and policy papers. Further, researchers can limit search results by education level such as Early Childhood Education as well as on the intended audience such as Counselors or Teachers.

**Content Includes:**

- 2,219 full-text magazines and journals
- 1,354 full-text newspapers and newswires
- 1,681 e-books (including reference books and encyclopedias)
- 55,000+ full-text primary source documents
- 2.2 million+ full-text TV and radio news transcripts
- 80,000+ videos
- 70,000+ full-text biographies
- 2 million+ photos, illustrations, maps and flags

**Title List(s):**MAS Complete

- Magazines & Journals Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/mat-periodicals.xls>
- eBook Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/mat-ebooks.xls>
- Subject Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/mat-subject.xls>
- Other Sources: <https://www.ebsco.com/m/ee/Marketing/titleLists/mat-other.xls>

Newspaper Source Plus

- Coverage Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/n5h-coverage.xls>

Consumer Health Complete

- Coverage Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/cmh-coverage.xls>
- eBook Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/cmh-ebooks.xls>
- Subject Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/cmh-subject.xls>

Education Research Complete

- Coverage Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/ehh-coverage.xls>
- Subject Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/ehh-subject.xls>

ERIC

- Coverage Title List: <https://eric.ed.gov/?journals>

**EBSCO eBooks Cricket Media Subscription Collection**

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

**Target Audience:** PK-5, 6-8

**Key Features:** N/A

**Product Description:**

Build strong literacy skills in students from pre-K to 8th grade by offering digital access to award-winning, short-form fiction and nonfiction titles by Cricket Media. This unique e-book collection explores a wide range of subjects to help young readers explore and expand their worlds.

This special collection is offered as a cost-effective annual subscription with new quarterly additions and unlimited user access.

**Content Includes:**

- 790 e-books

**Popular Titles Include:**

- ✓ *Dinosaurs Among Us*
- ✓ *From Sloppy Copy to Polished Prose*
- ✓ *What's So Dandy About the Dandelion?*

**Dedicated Interface:**

Based on the traditional EBSCOhost platform, EBSCO eBooks offers users the same powerful search functionality and user-centric features, with several value-added browsing options and e-book-specific perks. Overall benefits include:

- The ability to search your book collection separately from other resources
- Detailed publication and descriptive information for every title
- Basic and advanced search for easy sorting and selection
- Personal accounts to save favorite titles, organize lists and more
- Automatic check-ins, meaning books are never past due
- Easy access from any internet-connected device
- Synced user accounts for easy cross-device usage
- Simple checkouts accomplished in as little as three clicks
- Hyperlinks attached to author, series or subject that automatically link to related results
- The ability to take and save personal notes while reading full text
- A folder of current checkouts, with clear expiration dates
- Details on publisher restrictions and copies readily available in the record and viewer
- The ability to search within e-book full text and receive highlighted results
- An interactive dictionary to define unknown terms
- The ability to navigate chapters and pages via hyperlinked Tables of Contents
- Access to a hyperlinked listing of Most Relevant Pages based on search term



**eBook Collection**

**Browse By Category**

- Children's & Young Adult Fiction
- Children's & Young Adult Nonfiction
- Arts & Architecture
- Biographies & Memoirs
- Business & Economics
- Crafts & Collectibles
- Engineering & Technology
- Fiction
- Health & Medicine
- History
- Literature & Criticism
- Political Science
- Psychology
- Reference
- Sciences
- Self-Help & Family
- Social Sciences
- Sports & Games
- Study Aids & Language Learning

**Highlights** [View All](#)

A Poetry Contest at Spell... by Maggie Murphy	That Halloween Wind by Pamela Love	The Three Aunts by Jerry Miller	My Brother's Pet Alien by Siana LaForest	Little Brother of War by Judy Dodge Cummings	The Wild Ponies of Assateague... by Jessica Van Dessel	How We Made Friends with ... by Meg Moss	The Story of Oisín by Jenny Moore	The King's Journey by Betsy Slerman	Aaron Space by Elica Brian

**Featured eBooks** [View All](#)

Carrie, Navajo Fancy Danc... by Flood, Bo...	The Streets of Colonial P... by Johnson, Ruth Spencer...	Send in the Cavalry! by Johnson, Ruth Spencer...	Squanto and Samoset by Tougas, Michael J...	Geoffrey Pyke's Cool Idea by Grippen, Louise...	A Shocking Thing to Do! by Thomas, Pat...	Ladies and Gentlemen... by Johnston, Jeremy M...	Arthur's Amazing Armor by Liz Huxck

**Title List(s):**

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

**Education Source**

Website: <https://www.ebsco.com/products/research-databases/education-source>

**Target Audience:** 9-12, educators

**Key Features:** Dictionaries/Encyclopedias

**Product Description:**

Education Source is the world's largest full-text research database designed for education students, professionals and policymakers. It provides full text, indexing and abstracts for thousands of education journals, books and education-related conference papers. Coverage spans all levels of education and includes educational specialties such as multilingual education, health education and testing.

Education Source combines high-quality databases from EBSCO and H.W. Wilson and includes hundreds of unique full-text journals not previously available in any databases. In addition to journals, users can discover full-text, indexing and abstracting for an array of periodicals, monographs, conference papers, and more.



**Content Includes:**

- 813 active full-text, non-open access journals
- 646 active full-text, peer-reviewed, non-open access journals
- 346 active full-text, peer-reviewed, non-open access journals with no embargo
- 403 active full-text, non-open access journals indexed in Web of Science or Scopus
- 1,178 journals with searchable cited references
- 2,271 active indexed and abstracted journals, 1,897 of which are peer-reviewed.
- More than 4,100 full-text education-related conference papers
- More than 390 videos from SimpleK12

**Subjects Include:**

- |  |                                  |
|--|----------------------------------|
| ✓ Adult, career, and vocational education  | ✓ Math education                 |
| ✓ Assessment and evaluation                | ✓ Multicultural/ethnic education |
| ✓ Continuing education                     | ✓ Music education                |
| ✓ Disabilities and gifted education        | ✓ Reading and communication      |
| ✓ Educational management                   | ✓ School administration          |
| ✓ Elementary and early childhood education | ✓ Science education              |
| ✓ Higher education                         | ✓ Special education              |
| ✓ History of education                     | ✓ Teacher evaluation             |
| ✓ Information and technology               | ✓ Teachers and teacher education |
| ✓ Language and linguistics                 | ✓ Teaching methods               |
| ✓ Literacy standards                       | ✓ Urban education                |

**Title List(s):**

- Coverage Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/eue-coverage.xls>
- Subject Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/eue-subject.xls>

**Ethnic Diversity Source**

Website: <https://www.ebsco.com/products/research-databases/ethnic-diversity-source>

**Target Audience:** 9-12, educators

**Key Features:** N/A

**Product Description:**

This full-text database is a dedicated resource covering the culture, traditions, social treatment and lived experiences of different ethnic groups in America. It provides full text from a growing list of sources including peer-reviewed journals, magazines, e-books, biographies and primary source documents.

**Content Includes:**

- 465 active full-text journals, magazines and newspapers (growing to 500+)
- 346 active full-text peer-reviewed journals
- 233 active full-text peer-reviewed non-open access journals

**Ethnic Groups Represented Include:**

- ✓ African Americans
- ✓ Arab Americans
- ✓ Asian Americans

- ✓ European Americans
- ✓ Jewish Americans
- ✓ Latinx Americans
- ✓ Native Americans
- ✓ Multiracial Americans

**Title List(s):**

- Coverage Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/ets-coverage.xls>

**History Reference Center**

Website: <https://www.ebsco.com/products/research-databases/history-reference-center>

**Target Audience:** PK-5, 6-8, 9-12

**Key Features:** Lexile Indicators, Primary Source Filter, Dictionaries/Encyclopedias, Curriculum Standards Module

**Product Description:**

Covering topics in U.S. and world history from the earliest civilizations through the 21st century, History Reference Center is a research database containing full-text journals, magazines, reference books and thousands of primary source documents. In addition to full-text historical reference books, primary source documents and biographies, it includes full text and selective content from more than 140 leading history journals.

**Content Includes:**

- 639,000 full-text records from peer-reviewed journals, reference books, periodicals and other sources
- 56,000 full-text primary source documents
- 72,000 full-text biographies of historical figures
- 1,700 full-text reference books, encyclopedias and non-fiction books

**Publishers Include:**

- Branden Publishing
- Compass Point Books
- Houghton Mifflin
- Lerner Publishing Group
- Mason Crest Publishers
- Morgan Reynolds, Inc.
- Oxford University Press
- Rourke Publishing LLC
- Salem Press

**Companion eBook Collection**

The History Reference Center eBook Collection is offered as a companion to the History Reference Center database, containing reference books from top educational publishers and university presses. This encompasses a rich selection of historical titles, covering global topics from the ancient world through today.

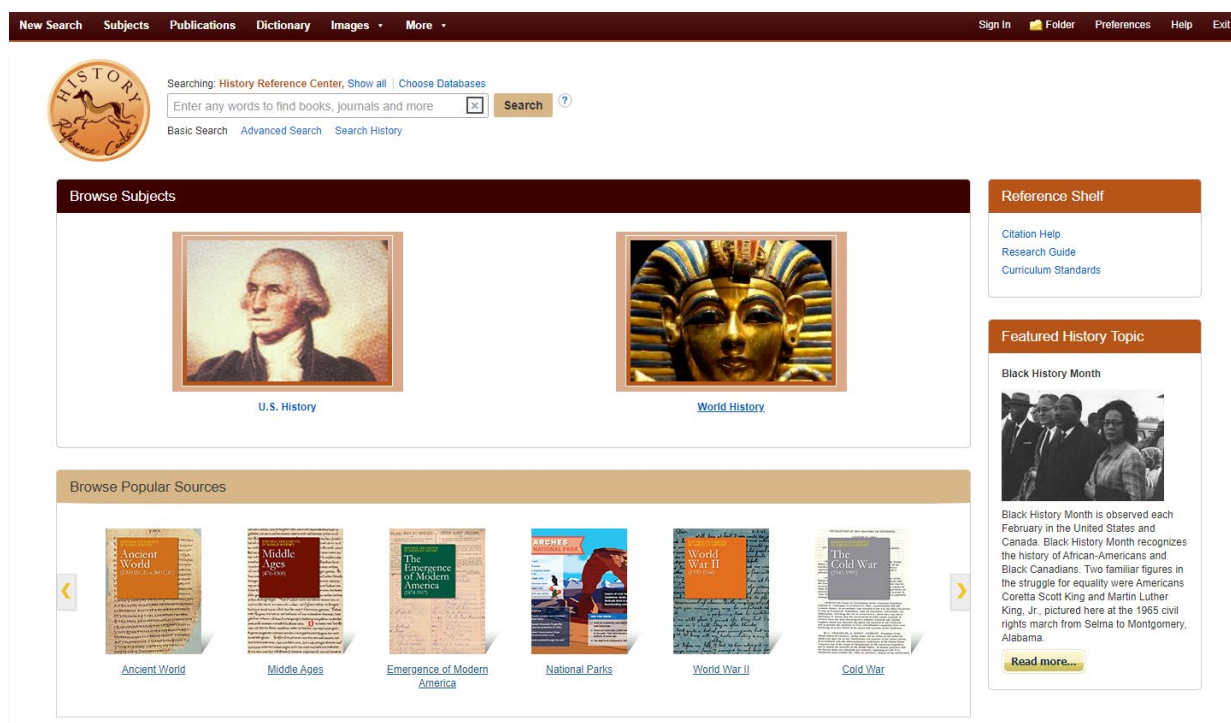
**Dedicated Interface:**

History Reference Center provides users with a highly interactive interface, allowing them to dive into particular subjects of U.S and World History. Users have the option of being as broad or specific as they would like and can drill down into their search as much as needed. In addition, the home page promotes popular sources for

exploration, and provides a reference shelf that can act as guide for users, complete with dictionary help, citation help, a research guide and curriculum standards information. A rotating Featured History Topic also appears on the interface, providing a snapshot view of a major or popular topic, with the option to Read More.

History Reference Center supports students and educators with the following functionality:

- Mobile-friendly interface available 24/7 via desktop, smartphone or tablet — both at school and at home
- Simple search box for keyword, author and title searching
- Autocomplete and spell checker to ensure the correct search terms are applied
- Advanced search options, thematic navigation and the ability to explore topics by historic era
- Ability to sort search results by content type, publication date, subject or publication
- Text-to-speech for HTML articles to assist auditory learners, struggling readers or those learning English
- Personal folders for saving and sharing content
- Citation tool to help students format bibliographic references
- Ability to save, print and e-mail citations directly from the interface
- Google Classroom integration, allowing educators using Google Apps for Education to quickly share content with students



#### Title List(s):

- Coverage Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/khh-coverage.xls>
- Subject Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/khh-subject.xls>
- eBook Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/khh-ebooks.xls>

**Literary Reference Center Plus**

Website: <https://www.ebsco.com/products/research-databases/literary-reference-center-plus>

**Target Audience:** PK-5, 6-8, 9-12

**Key Features:** Dictionaries/Encyclopedias, Curriculum Standards Module

**Product Description:**

Literary Reference Center Plus is a full-text literary database providing a complete collection of reference works across all genres and time periods. It contains thousands of poems, short stories, classic novels, plot summaries, critical essays, literary journals, reference books and author biographies, plus lesson plans and literary study guides. The database also includes volumes of fantasy/science fiction, contemporary literature, world philosophy and religious literature, and literary study guides covering American Literature, English Literature and literary genres.

Key titles and features include:

- *Critical Survey of Shakespeare's Sonnets* providing historical context and analysis for 25 sonnets
- Introduction to Literary Context series that introduces students to great works of literature such as *The Cask of Amontillado*, *Frankenstein*, *The Bell Jar* and *Heart of Darkness*, providing historical context and illuminating key concepts and vocabulary
- Informational texts on numerous literary genres, themes and forms
- Full-text literary journals and magazines including *Black Warrior Review*, *Five Points*, *Kenyon Review*, *River Teeth* and *Subtropics* — featuring thousands of essays, fiction and poetry
- *Continuum Encyclopedia of American Literature*, *Continuum Encyclopedia of British Literature*, *Continuum Encyclopedia of Children's Literature*, *The New Princeton Encyclopedia of Poetry and Poetics* and *The Columbia Companion to the 20th Century American Short Story*
- Literary glossary featuring more than 1,700 terms
- Research guides

**Content Includes:**

- 170,000 classic and contemporary poems
- 38,000 classic and contemporary short stories
- 8,000 classic novels
- 86,000 articles and essays of literary criticism
- More than 36,000 plot summaries, synopses and work overviews
- More than 240,000 author biographies
- More than 13,000 author interviews
- More than 690 full-text literary journals
- More than 2,900 full-text reference books and e-books
- More than 1.1 million book reviews
- More than 380 critical essays about popular young adult (YA) and children's literature titles, including film analyses
- More than 190 *Critical Insights* volumes

**Companion eBook Collection**

The Literary Reference Center eBook Collection is offered as a companion to the Literary Reference Center databases, containing reference books from top educational publishers and university presses, as well as several

classic fiction titles. This encompasses a broad range of literary-related subject coverage, with selections including literary criticism, study guides, and classics such as *Emma*, *Dracula* and *Frankenstein*.

### Dedicated Interface:

*Literary Reference Center Plus* offers a complete foundation of literary reference works, to meet any and all research or instructional needs. From the home page, users can perform basic or advanced searches, browse for All or Most Studied Authors, All or Most Studied Works and Full-Text Classics. The *Plus* advantage of *Literary Reference Center Plus* includes the addition of browsable indexes for:

- Novel Into Film: Critical Essays
- Infographics: Character Maps, Elements of Literature, Timelines
- Young Adult Literature: Biographies, Plot Summaries, Film Adaptations, Genres & Themes, Nonfiction
- Children's Literature: Biographies, Plot Summaries, Film Adaptations, Picture Book Analyses

Additionally, users can access a variety of reference information from the Reference Shelf, including an Encyclopedia of Literature, Citation Help feature, Research Guide, Literary Glossary and Curriculum Standards. Other sections include a carousel of Featured Collections, a rotating Content Spotlight and a Featured Work and Featured Author pane. To help users focus their searches, the Advanced Search screen also offers keyword searching, search history and limiters such as Full Text, Literary Author's Cultural Identity, Document Type and more. From the top toolbar, users can also access an A-to-Z listing of publications, searchable image indexes for the Image Quick View Collection and Literary Image Collection, dictionaries including the American Heritage Dictionary and many more browsable indexes.

**Title List(s):**

- Coverage Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/lkh-coverage.xls>
- eBook Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/lkh-ebooks.xls>

**Middle Search Plus**

Website: <https://www.ebsco.com/products/research-databases/middle-search-plus>

**Target Audience:** 6-8

**Key Features:** Lexile Indicators, Primary Source Filter, Dictionaries/Encyclopedias

**Product Description:**

Middle Search Plus is a full-text database providing popular middle school magazines, reference e-books, and thousands of primary source documents and videos. Subjects include history, current events, science and sports. Middle Search Plus offers ongoing full text for the most popular magazines for middle schools, including:

- |                                     |   |
|-------------------------------------|---|
| • <i>Cobblestone</i> *              | • <i>Science News</i> *                 |
| • <i>Discover</i> *                 | • <i>Sports Illustrated</i> *           |
| • <i>Faces</i> *                    | • <i>Sports Illustrated Kids</i> *      |
| • <i>Newsweek</i>                   | • <i>TIME</i> *                         |
| • <i>Ranger Rick</i> *              | • <i>TIME for Kids</i> *                |
| • <i>Scholastic Science World</i> * | • <i>U.S. News &amp; World Report</i> * |

\*Active full text is unique to EBSCO.

Additional content in Middle Search Plus includes The Encyclopedia of Animals and reference e-books from top educational publishers.

**Content Includes:**

- 175 popular full-text magazines for middle schools
- 380 full-text e-books (reference and nonfiction)
- 55,000 primary source documents
- 10,000 videos

**Companion eBook Collection**

The Middle Search Reference eBook Collection is offered as a companion to the Middle Search databases, containing reference books from top educational publishers and university presses. This encompasses a broad range of general reference subject coverage for middle school students, with topics including social studies, math, history, language arts, technology, geography, culture and science.

**Title List(s):**

- Magazines & Journals Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/mih-periodicals.xls>
- eBooks: <https://www.ebsco.com/m/ee/Marketing/titleLists/mih-ebooks.xls>
- Subject Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/mih-subject.xls>
- Other Sources: <https://www.ebsco.com/m/ee/Marketing/titleLists/mih-other.xls>



**NoveList K-8 Plus**

Website: <https://www.ebsco.com/novelist/products/novelist-k8-plus>

**Target Audience:** PK-5, 6-8, 9-12, educators

**Key Features:** Lexile Indicators

**Product Description:**

NoveList K-8 Plus is a database of book recommendations for all library workers who do readers' advisory. Our expertise and passion for books and reading means you'll always be able to provide the best help to the young readers in your community.

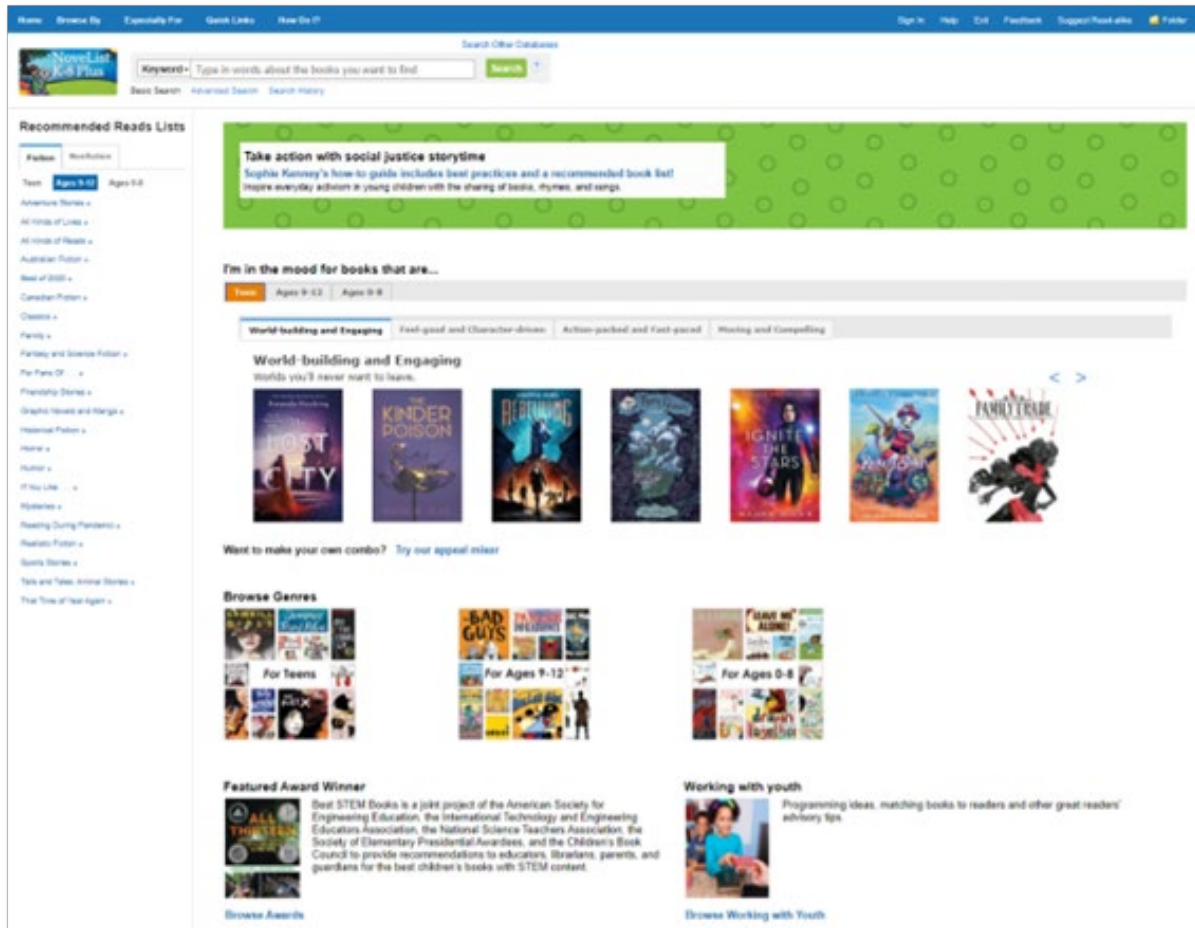
**Content Includes:**

- Unique Story Elements - NoveList's unique story elements like appeal, genre, and theme help you understand what about a book your readers love, and help them find more that are their style.
- Read-alike recommendations - Our recommendations are crafted by experts, and we let you know who wrote a recommendation and why the recommendation makes sense. We offer recommendations for titles, authors, and series, as well as audiobooks.
- Listen-alike recommendations for audiobooks The same expertise NoveList librarians use to recommend print books is also applied to audiobooks, one of the fastest-growing types of reading.
- Series information - A common challenge for readers, NoveList has full series information.

**Dedicated Interface:**

The NoveList line of readers' advisory databases are available through their own, dedicated NoveList interfaces, all largely based on the traditional EBSCOhost platform. The Homepage is the starting point for users — from the homepage, users can perform basic and advanced searches, find reading recommendations for current bestsellers, browse articles and lists, and access resources to help enhance Readers' Advisory skills. Notable areas of the homepage include Recommended Reads Lists, which group popular titles by age (Adult, Teen, Ages 9-12 and Ages 0-8) and by category, such as Fantasy, Historical Fiction, Graphic Novels, Staff Faves, For Fans Of and much more. The homepages also includes the ability to browse all titles by genre or through a carousel of titles by mood ("action-packed and fast-paced," "amusing and engaging," "leisurely paced and atmospheric" and "lyrical and mystical"). Additionally, users are able to craft a search based on their mood, using the "Make Your Own Appeal Mix" tool, which presents options for combining multiple appeal terms into a targeted search. The homepage also displays a Featured Award Winner and Featured Audiobook.

Available from the top of every NoveList screen, the Basic Search box also allows users to select one of the five drop-down options (All, Author, Title, Series, Narrator), and enter them in combination with their desired search terms. Alternatively, the Advanced Search screen offers several additional limiters and expanders, facilitating specialized or complex searches. Users can use enhanced limiters and expanders to either focus or broaden their search, including grade level, Lexile score and range, among many others. The top toolbar also includes links including a Browse By dropdown, Quick Links, How Do I? help and Especially For, which includes links to working with youth and tips on providing readers' advisory.



## Points of View Reference Center

Website: <https://www.ebsco.com/products/research-databases/points-view-reference-center>

**Target Audience:** PK-5, 6-8, 9-12

**Key Features:** Lexile Indicators, Primary Source Filter, Curriculum Standards Module

### Product Description:

Containing resources that present multiple sides of an issue, this database provides rich content that can help students assess and develop persuasive arguments and essays, better understand controversial issues and develop analytical thinking skills.

### Resources for Critical Analysis

Points of View Reference Center covers hundreds of topics, each with an overview (objective background/description), point (argument) and counterpoint (opposing argument).

Each topic features a Guide to Critical Analysis which helps the reader evaluate the controversy and enhances students' ability to read critically, develop their own perspective on the issues, and write or debate an effective argument on the topic.



Points of View Reference Center provides a balance of materials from all viewpoints with:

- Leading political magazines from across the political spectrum
- Newspapers
- Radio and television news transcripts
- Primary source documents
- Reference books

The database also offers related images and supplementary research guides for writing position papers, developing arguments and debating.

**Content Includes:**

- 520 topics, each with an overview, point, counterpoint and Guide to Critical Analysis

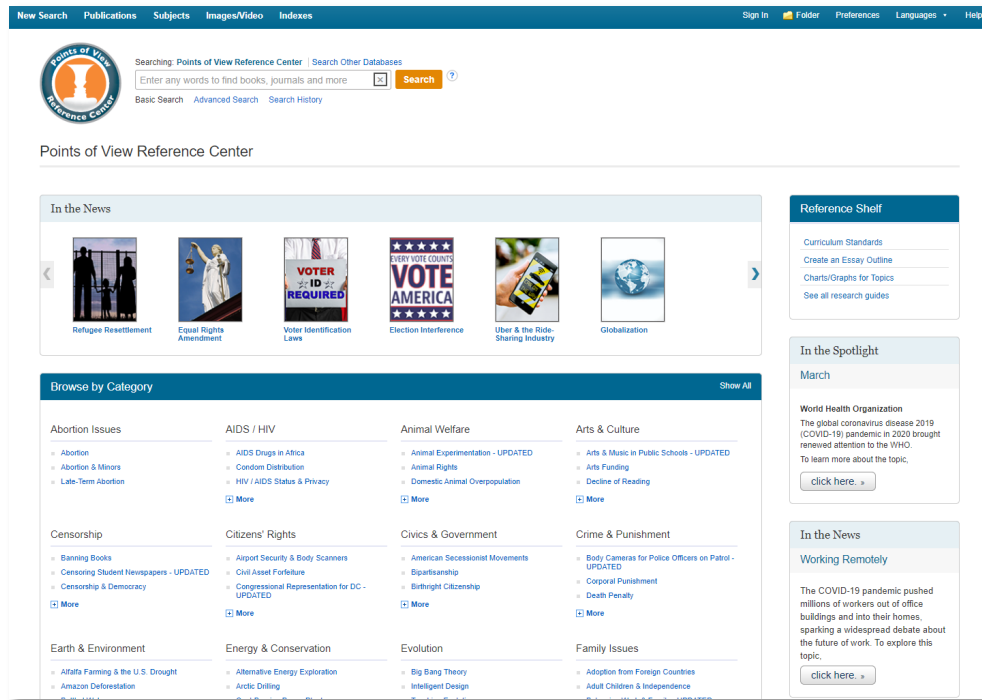
**Newest Topics Include:**

- ✓ 2020-2021 National High School Debate Topic: Criminal Justice Reform
- ✓ Big Tech and Antitrust Law
- ✓ Contact Tracing Technology
- ✓ Gender Equity in Professional Sports
- ✓ Grazing on Public Lands
- ✓ Indian Child Welfare Act
- ✓ Red-Flag Laws
- ✓ Repatriation of Cultural Artifacts
- ✓ Universal Basic Income
- ✓ Vote By Mail
- ✓ Voting Technology

**Dedicated Interface:**

The Points of View Reference Centre interface features a variety of highlighted content and value-added information to assist in argumentative research. In addition to basic and advanced searches, users can browse by “In the News” Topics and major Categories, such as Citizens’ Rights, Culture, Environment, Global Issues, Indigenous Peoples, Social Issues and many more, directly from the homepage. Each major category includes several sub-categories for targeted research.

In addition, Points of View Reference Centre features a Reference Shelf where users can access information on curriculum standards alignment, learn how create an essay outline, view charts/graphs for Topics Categories and view all research guides. Also located on the homepage is an “In the Spotlight” area that presents a rotating topic of interest. Users are also presented with options to browse publications, subjects, multimedia and indexes.

**Title List(s):**

- Coverage Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/pwh-coverage.xls>
- Primary Source Documents: <https://www.ebsco.com/m/ee/Marketing/titleLists/pwh-psd.xls>

**Primary Search**

Website: <https://www.ebsco.com/products/research-databases/primary-search>

**Target Audience:** PK-5

**Key Features:** Lexile Indicators, Primary Source Filter, Dictionaries/Encyclopedias

**Product Description:**

Primary Search is a full-text database of carefully curated content for elementary school libraries. It includes full text for the most popular children's magazines, e-books, and easy-to-read encyclopedic entries written specifically for kids. Primary Search includes ongoing full text for the most popular children's magazines including those from Cricket Media, such as:

- *Ask\**
- *Click\**
- *Cobblestone\**
- *Cricket\**
- *Faces\**
- *Fun for Kidz*
- *Girls' Life*
- *Highlights*
- *Ladybug\**
- *Muse\**
- *Ranger Rick\**
- *Ranger Rick, Jr.\**
- *Scout Life*
- *Spider\**
- *Sports Illustrated Kids\**
- *Stone Soup*
- *TIME for Kids\**
- *Zoobooks\**

\*Active full text is unique to EBSCO.

Additional content in *Primary Search* includes *The Encyclopedia of Animals*, *American Heritage Children's Dictionary* and reference e-books from top children's publishers including:

- Abdo Publishing Company
- Cherry Lake Publishing
- Crabtree Publishing
- Cricket Media
- Lerner Publishing Group
- Sleeping Bear Press

**Content Includes:**

- 54 active full-text children's magazines

**Companion eBook Collection**

The Primary Search Reference eBook Collection is offered as a companion to the Primary Search databases, containing reference books from top educational publishers and university presses. This encompasses a broad range of general reference subject coverage for primary school students, with topics like social studies, history, language arts, geography, culture, math and science.

**Title List(s):**

- Magazines & Journals Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/prh-periodicals.xls>
- eBooks: <https://www.ebsco.com/m/ee/Marketing/titleLists/prh-ebooks.xls>
- Subject Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/prh-subject.xls>
- Other Sources: <https://www.ebsco.com/m/ee/Marketing/titleLists/prh-other.xls>

**Science Reference Center**

Website: <https://www.ebsco.com/products/research-databases/science-reference-center>

**Target Audience:** PK-5, 6-8, 9-12

**Key Features:** Lexile Indicators, Dictionaries/Encyclopedias, Curriculum Standards Module

**Product Description:**

Science Reference Center provides full text for hundreds of science magazines, journals, reference books and high-quality videos. The database also contains science experiments, curriculum-aligned lesson plans, and a vast image collection.

**Content Includes:**

- 220 full-text science periodicals
- 1,000 full-text science reference books and encyclopedias
- 4,000 full-text, full-length biographies of scientists
- 810 full-text science essays

**Subjects Include:**

- |                           |                       |
|---------------------------|-----------------------|
| ✓ Applied sciences        | ✓ Life science        |
| ✓ Biology                 | ✓ Mathematics         |
| ✓ Chemistry               | ✓ Physics             |
| ✓ Earth and space science | ✓ Science and society |

- ✓ Energy
- ✓ Environmental science
- ✓ Forensic science
- ✓ Health and medicine
- ✓ History of science
- ✓ Science as inquiry
- ✓ Science careers
- ✓ Scientists
- ✓ Wildlife

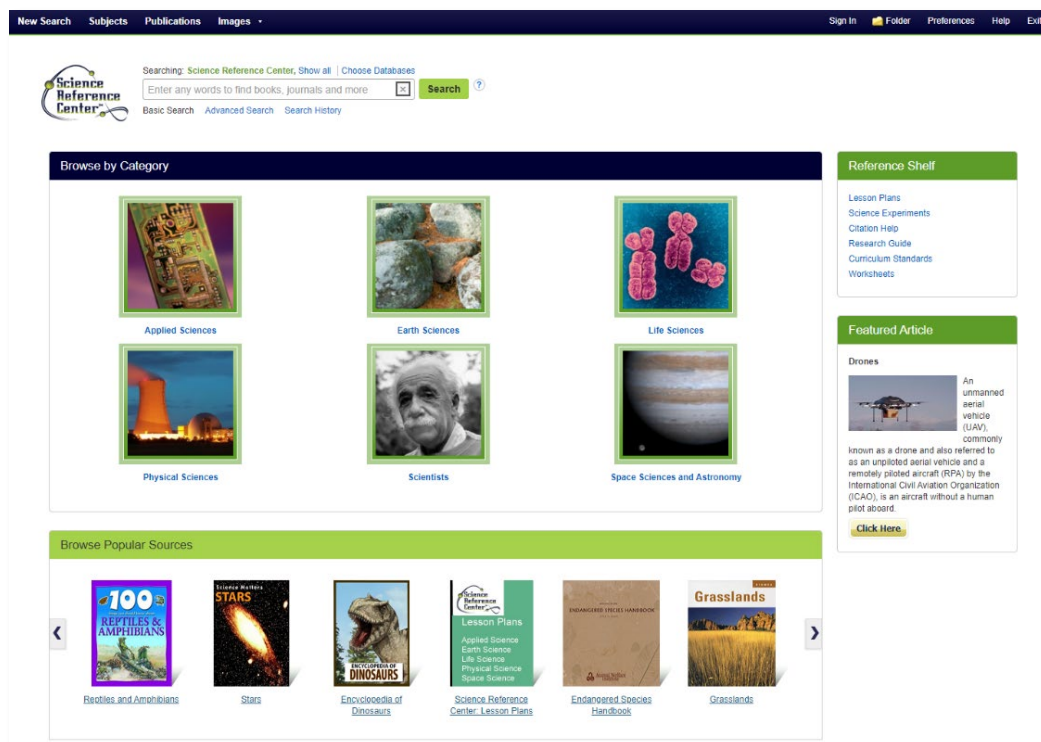
### Companion eBook Collection

The Science Reference eBook Collection is offered as a companion to the Science Reference Center databases, containing reference books from top educational publishers and university presses. This encompasses a rich selection of titles covering science, technology, engineering and mathematics.

### Dedicated Interface:

The Science Reference Center interface is designed specifically to help users maximize the resources available to them and engage in scientific exploration. It features a colorful, graphical layout, along with basic and advanced search options to appeal to researchers of all levels.

The homepage offers the ability to browse by major scientific division, including Applied Sciences, Earth Sciences, Life Sciences, Physical Sciences, Scientists and Space Sciences/Astronomy. In addition, users can browse a carousel of popular sources, view a rotating featured article and access the Reference Shelf. The Reference Shelf includes lesson plans, science experiments, citation help, research guides, curriculum standards and worksheets.



### Title List(s):

- Coverage Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/sch-coverage.xls>
- Subject Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/sch-subject.xls>
- eBooks: <https://www.ebsco.com/m/ee/Marketing/titleLists/sch-ebooks.xls>

LAST UPDATED: March 2022

## EBSCO LICENSE AGREEMENT

### Standard

By using the services available at this site or by making the services available to Authorized Users, the Authorized Users and the Licensee agree to comply with the following terms and conditions (the "Agreement"). For purposes of this Agreement, "EBSCO" is EBSCO Publishing, Inc.; the "Licensee" is the entity or institution that makes available databases and services offered by EBSCO; the "Sites" are the Internet websites offered or operated by Licensee from which Authorized Users can obtain access to EBSCO's Databases and Services; and the "Authorized User(s)" are employees, students, registered patrons, walk-in patrons, or other persons affiliated with Licensee or otherwise permitted to use Licensee's facilities and authorized by Licensee to access Databases or Services. "Authorized User(s)" do not include alumni of the Licensee. "Services" shall mean EBSCOhost, EBSCO Discovery Service, EBSCO eBooks, Flipster and related products to which Licensee has purchased access or a subscription. "Services" shall also include audiobooks and eBooks to which a Licensee has purchased access or a subscription and periodicals to which Licensee has purchased a subscription. "Databases" shall mean the products made available by EBSCO. EBSCO disclaims any liability for the accuracy, completeness or functionality of any material contained herein, referred to, or linked to. Publication of the servicing information in this content does not imply approval of the manufacturers of the products covered. EBSCO assumes no responsibility for errors or omissions nor any liability for damages from use of the information contained herein. Persons engaging in the procedures included herein do so entirely at their own risk.

#### I. LICENSE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. PRICE AND PAYMENT

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

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

### IV. TERMINATION

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

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

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



## V. NOTICES OF CLAIMED COPYRIGHT INFRINGEMENT

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

## VI. GENERAL

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

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

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

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

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

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

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



## DATA PROCESSING ADDENDUM

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

### 1. Definitions

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

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

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

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

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

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

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

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

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

### 4. **International Data Transfer**

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

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

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

## Annex I

List of Parties and Description of  
Data Transfers

## A. LIST OF PARTIES

**Data exporter(s):** *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

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

2. **Additional Information:**

**Data importer(s):** *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

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

2. **Additional Information:** N/A

## B. DESCRIPTION OF TRANSFER

**Categories of data subjects whose personal data is transferred:** Entity information required for handling the subscription and users of applications, including but not limited to students, teachers, employees, authors

**Categories of personal data transferred:** First name, last name, email address, authentication information, search information, research notes

**Sensitive Data transferred (if applicable), and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved:** Not Applicable

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

**Nature of the processing:** Providing access to EBSCO databases; storing user information in customized profiles; facilitating the retrieval of user search history

**Purpose(s) of the data transfer and further processing:** To perform the obligations between the parties, per the Agreement, to provide research tools, to personalize the experience and to prevent harvesting. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: As long as reasonably necessary, some personalization information will be held until deletion is requested by a customer or user.

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

**Subject Matter:** First name, last name, email address, authentication information, search information, research notes

**Nature of processing:** The nature of processing includes the following: Data storage and software delivery, consent management, fulfilling data subject rights requests. Please also see Annex III, List of Subprocessors, for comprehensive information about how specific subprocessors process data.

**Duration:** Continuous

## C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority, in accordance with Clause 13, is the Supervisory Authority of Ireland.

## **Annex II**

### **Technical and Organizational Measures Including Technical and Organizational Measures to Ensure the Security of Data**

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

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

## Annex III

## List of Subprocessors

## MODULE TWO: Transfer controller to processor

*Last Updated: March 21, 2022*

The controller has been notified of the use of the following sub-processors:

## Data Center Facility Providers

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

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

## Software as a Service

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

Name	Purpose	Location
Amplitude	Application metrics and analysis tool	United States
Auth0	SSO Authentication Services	United States
ChurnZero	Product usage analysis	United States
FullStory	Application metrics and analysis tool	United States
Microsoft	Used by EBSCO employees for email and document share, as well as communication through Microsoft teams.	United States
OneTrust	Data Subject Access Right request software and consent management forms.	United States
Optimizely	Application feature optimization, experimentation, and rollout tool	United States
Osano	Consent management forms	United States



**Staff Augmentation**

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

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

**Resold Products**

*EBSCO resells the following products that hold personal information*

OpenAthens	Single Sign On Service for customers.	United Kingdom
------------	---------------------------------------	----------------

LAST UPDATED: July 2020

## LIBRARY eCONTENT AGREEMENT

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

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

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

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

### A. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

## **C. Termination.**

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

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

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

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

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

### **3. Survival.**

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

## **D. Limited Warranty.**

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

## **E. Warranty Disclaimer.**

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

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

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

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

## **G. Payment Terms.**

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

## **H. Other Provisions.**

### **1. Entire Agreement.**

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

### **2. Modification or Amendment**

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

### **3. Assignment.**

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

### **4. Governing Law.**

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

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

### **5. Severability.**

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

### **6. Force Majeure.**

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

### **7. Waiver.**

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

### **8. Notices.**

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

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

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

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

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

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

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

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

## EXHIBIT B TO LIBRARY ECONTENT AGREEMENT – ECONTENT PURCHASE

### A. eContent Purchases.

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

the election.

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

## **B. Patron Access.**

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

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

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

### **A. Definitions.**

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

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

## **B. Shared Collections.**

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

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

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

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

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

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

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



## EBSCO SERVICE LEVEL AGREEMENT

### Availability

#### Definitions

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

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

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

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

#### Service Availability

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

#### Service Performance

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

#### Planned Maintenance

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



## EBSCO SERVICE LEVEL AGREEMENT

### Technical Support Services

**Availability:**

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

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

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

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

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

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

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

**Technical Service Response Times:**

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

**Case Tracking and Resolution:**

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

**Technical Communications**

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

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

EBSCO's end-user services are built on an infrastructure designed to be available 24 hours a day, 365 days a year. In the unlikely event that EBSCO does require emergency maintenance, EBSCO will make all reasonable

efforts to provide at least 48 hours of advanced notice to customers via email as well as an alert on the Support Site.

## **Critical Issues**

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

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