Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC 126.204 (a) New Award, Renewals, Waive Technical Defects, Price Increases, NTE Increases.

Goods and/or Services: Print Magazines and Newspaper Services

Requested Action and Justification:

Recommend approval to utilize the first (1) of two (2), one (1) year renewal options with EBSCO Information Services LLC in the amount of $85,000.00 to continue providing print magazines and newspapers for library customers. Period of service will be from August 1, 2026 through July 31, 2027. Total not to exceed amount will be $299,000.00.

To be executed by formal contact through Office of General Counsel*

Supplier:	EBSCO Information Services LLC	**Basis of Award:**	N/A	**BID Opening Date:**	

POA #:	70962-24	**PO #:**	N/A	**Change Order #:**	N/A
Solicitation #:	N/A PSC-0290 26	**Contract #:**	70962-24	**Contract ADM #:**	2
Term:	3 years	**Options:**	2, 1-year	**Options Used:**	0

Federally Funded:	No	**JSEB Rec:**	N/A
Licenses Verified:	N/A	**JSEB %:**	N/A
Bonds Required:	No	**Bonds Waived Pursuant To:**	N/A

Fund:	00111	**Center:**	185102	**Acct:**	566010	**Proj:**	000000	**Activity:**	00000000	$ 85,000.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 299,000.00.	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	PLJX:PUBLIC LIBRARY BRANCHES			
Concurrence:	Signed by: Mallon-Kelly, Jennifer 541FE42FE4EF4B1...	**Title:**	ASSISTANT DIRECTOR FOR LIBRARY FINANCE AND BUDGET	4/6/2026
Concurrence:	Signed by: Miller, Stephanie 5F2BAACC51D1491...	**Title:**	SENIOR MANAGER FOR LIBRARY COLLECTION	4/6/2026
Concurrence:		**Title:**	LIBRARY DIRECTOR	4/6/2026
Concurrence:	E3D417DEFA88482...	**Title:**		

Initial MJ

Procurement Analyst/Buyer:	Signed by: Barnett, Renata E5139E2BE91E477...	**Chief of Procurement:**	Signed by: B10F1D517352456...	4/14/2026
Name:	Barnett, Renata	**Name:**	Dustin L. Freeman	

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:		**Action:**	
Members who disapprove:		**Signature:**	
Date:		**Date:**	

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

PAF Instructions
Part 1 (using agency)

Form Type: This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action and Justification: Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

Supplier: Enter awarded supplier name**.** If multiple, include in "Requested Action and Justification" box.

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

Bid Opening Date: The date bids were unsealed by Procurement.

POA #: This is your 1Cloud generated Agreement number. Select Type, Enter Number.

PO #: Enter the PO number or agreement release number.

Change Order #: Provide the applicable change order number represented by this request.

Solicitation #: Select Prefix type, Enter Number, and Year.

Contract #: This number should be the same as your POA number (unless procured prior to 2020)

Contract Amendment #: Provide the applicable amendment number represented by this request.

Term: Select the Period of Performance or Term for the initial period.

Options: Period of time for each renewal or option.

Options Used: Prior to this request, enter how many options were already used.

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

Funding Sources: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Account: Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

Using Agency/BU: Select one from the dropdown list.

Concurrence: Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

Title: Title of person electronically signing form.

Attachments: Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards*.

**Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

Contract Purchase Agreement POA-70962-24 Change Order 2

Agreement	**POA-70962-24**
Agreement Date	**17-APR-2024**
Change Order	**2**
Change Order Date	**03-JUN-2025**
Revision	**2**
Agreement Amount	**214,000.00 USD**
Solicitation Number	**PSC-0290-24**

Sold To
City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier
EBSCO Industries, Inc.
DBA EBSCO Information Services
P.O. Box 2543
BIRMINGHAM, AL 35202

Notes In accordance w/ PSC-0290-24.

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
21995	**Net 45**	**Freight Prepaid**	**FOB Destination**	**Best Way**
Start Date	End Date		Confirm To	
07-Apr-2024	**30-Jul-2026**		**Renata Barnett** **rbarnett@coj.net**Phone **904-2558843**	

Attachments

Type	File Name or URL	Title	Description
File	GC-#1622840-v1-#70962-24_EBSCO_Information_Services_LLC_for_Purchase_of_Print_Magazines_and_Newspapers_for_Public_Libraries.PDF	GC-#1622840-v1-#70962-24_EBSCO	
File	PSC-0290-24 AWARD.pdf	PSC-0290-24 AWARD.pdf	AWARD

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Dustin L. Freeman, Chief of Procurement Division

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

JACKSONVILLE PUBLIC LIBRARY

Start Here. Go Anywhere.

DATE: March 31, 2026

TO: Dustin Freeman, Chief of Procurement

FROM: Stephanie Miller, Senior Manager: Library Collections

SUBJECT: Increase award for EBSCO POA 70962-24

00111.185102.566010.000000.00000000.00000.0000000

PSC-0294-24 was awarded to EBSCO Information Services, LLC. via piggyback contract on the University of South Florida contract Library Materials 2023-069-ITN-PRO for purchasing print magazines and newspapers.

The Library requests an increase to POA 70962-24 in the amount of $85,000, bringing the total not to exceed amount of the award to $299,000. Additionally, we would like to execute the first of two 1-year renewals. This will be amendment #2 for the contract.

The addition of these funds will allow the Library to continue providing print magazines and newspapers for Library customers to use in the Library and to check out.

Thank you.

CC: Rebekah Mitchell, Deputy Chief Librarian: Support Services

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

Jacksonville Public Library Standard Requisition Form $65,000 and Over

Use this form for all purchases $65,000 and over. When completed send form and supporting documentation (quotes, Sole Source/Proprietary documentation, justification letters etc.) through your chain of command for signatures, with final delivery to JPL Finance. The signed documents can be scanned for delivery to JPL Finance. If this is a Single Source request, you must provide a written justification with written quote/proposal that a purchase can be made only from one justifiable source without competition and submitted to the Library Director for approval before submitting to Finance for processing.

Requested By: Stephanie Miller Date: 3/31/26 Phone: 904-255-6185

Requesting Division: Support Services Specify Branch/Other: Collection Development

☐ Regular Purchase Order ☑ Other:

☐ Single Source Library Director Signature

Amount: $ 85,000.00

Cost not to Exceed: $ Funding Source: 00111 185102 - Main Library & Branches

(P-Card Only) Grant/Project Name/

Account: 566010 - Library Materials Supplier Name: EBSCO Industries, Inc.(supplier # 21995)

#:

Summary of the Scope of goods/services to be provided, List each item, component or service and **attach quote, proposal or work specifications**:

Increase to EBSCO Industries, Inc. award # PSC-0294-24 for funding amendment #2 on contract POA-70962-24, with a new not to exceed amount for this award and contract of $299,000 and to execute the first of two renewals.

☐ Vendor in attached quote/estimate is Registered in 1Cloud.

☐ **Justification Letter Attached**. Required for Single Source purchase per Procurement Manual.

Signature Approvals: Type Name and send to appropriate person for signature.

Requestor Stephanie Miller Signature Stephanie Miller Digitally signed by Stephanie Miller Date: 2026.03.31 12:47:46 -04'00' Date: 3/31/26

Division Dir. Rebekah Mitchell Signature RebekahM Digitally signed by RebekahM Date: 2026.04.03 10:12:53 -04'00' Date: 3/31/26

Library Finance Jen Malice-Kelly Signature _____ Date: 3/31/26

Finance Use

Only

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

FIRST AMENDMENT TO AGREEMENT
BETWEEN
CITY OF JACKSONVILLE
AND
EBSCO INFORMATION SERVICES, LLC
FOR
PURCHASE OF PRINT MAGAZINES AND NEWSPAPERS

THIS FIRST AMENDMENT to Agreement for the purchase of print magazines and newspapers is made and entered into in duplicate this 27th day of May, 2025, by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (hereinafter the "City"), and **EBSCO INFORMATION SERVICES, LLC**, a foreign limited liability company with principal office at 5724 Highway 280 East, Birmingham, Alabama 35242 (hereinafter the "Contractor").

RECITALS:

WHEREAS, on April 8, 2024, City and Contractor made and entered into City of Jacksonville Contract No. 70962-24 (the "Agreement") for print magazines and newspapers (the "Services"); and

WHEREAS, said Agreement has not been amended previously; and

WHEREAS, said Agreement should be amended by providing additional funding in the amount of $102,000.00, thereby increasing the maximum indebtedness by $102,000.00 to an amount not to exceed $214,000.00, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of the premises, mutual covenants, and agreements hereinafter contained and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

1. The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

2. Subsection 5.3 of said Agreement is amended by providing additional funding in the amount of $102,000.00, thereby increasing the maximum indebtedness by $102,000.00 to an amount not to exceed $214,000.00, and as amended shall read as follows:

"5.3. Notwithstanding any contrary provision in **Exhibit A**, the maximum indebtedness of City for all fees, reimbursable items, or other costs for the Services sold by Contractor to City

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

pursuant to this Agreement shall not exceed the annual sum of TWO HUNDRED FOURTEEN THOUSAND AND 00/100 USD ($214,000.00)."

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Agreement shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment the day and year first above written.

ATTEST:

By James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE:

By Karen Bowling
Donna Deegan
Mayor

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Approved as to form:

James R. McCain, Jr.
Office of General Counsel

WITNESS:

By
Signature

ADAM HANCOCK
Type/Print Name

VP, FP&A
Title

EBSCO INFORMATION SERVICES, LLC

By
Signature

Bowen Thayer
Type/Print Name

SVP Operations & Finance
Title

GC-#1688164-v1-EBSCO_70962-24_Amd#1_Print_Mag_&_News_Svcs.doc

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

Encumbrance and funding information for internal City use:

1Cloud Account for Certification of Funds	Amount
00111.185102.566010.000000.00000000.00000.0000000	$102,000.00

Maximum Indebtedness: $214,000.00

The above-stated amount is the maximum fixed monetary amount of the foregoing contract. In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement.

Chris Clem for Anna Broschke
Director of Finance
City Contract No. 70962-24, 1st Amendment

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

Contract Purchase Agreement POA-70962-24 Change Order 2

Agreement	POA-70962-24
Agreement Date	17-APR-2024
Change Order	2
Change Order Date	05-MAR-2025
Revision	2
Agreement Amount	214,000.00 USD
Solicitation Number	PSC-0290-24

Sold To
City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier
EBSCO Industries, Inc.
DBA EBSCO Information Services
P.O. Box 2543
BIRMINGHAM, AL 35202

Notes In accordance w/ PSC-0290-24.

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
21995	Net 45	Freight Prepaid	FOB Destination	Best Way

Start Date	End Date	Confirm To
07-Apr-2024	30-Jul-2026	Renata Barnett rbarnett@coj.netPhone 904-2558843

DRAFT

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Dustin L. Freeman, Chief of Procurement Division

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

EBSCO
Information Services

March 11, 2026

Jacksonville Public Library
Stephanie Miller, Senior Manager of the Library Collection
3435 University Blvd North, Jacksonville, FL 32277

Dear Ms. Miller,

EBSCO Information Services agrees to allow Jacksonville Public Library to continue to ride the University of South Florida contract resulting from Library Materials 2023-069-ITN-PRO**.**

The initial contract period for this agreement was August 1, 2023 through July 31, 2026. The University of South Florida has exercised Renewal No. 1 of the agreement with EBSCO Information Services. One additional one-year renewal option remains under the terms of Library Materials 2023-069-ITN-PRO. Accordingly, Jacksonville Public Library may continue to utilize the contract under the same terms and conditions, with the exception of pricing, which remains specific to Jacksonville Public Library based on its unique mix of titles and subscription account requirements.

EBSCO will continue to provide Jacksonville Public Library with a 7.0% discount off publishers' list prices for subscription orders placed under this agreement. EBSCO reserves the right to revisit the pricing structure and initiate discussions if the Library's spend changes significantly (greater than 10%) or if EBSCO's publisher terms and arrangements are materially altered.

This renewal period is effective **August 1, 2026 through August 1, 2027**

Thank you for the opportunity to continue serving Jacksonville Public Library. We look forward to providing the high level of service that we are known to offer.

Signed by:
Bowen Thagard
3F53D5C0BF7B4CF...

Sincerely,
Bowen Thagard
EVP, EIS Operations & Finance
EBSCO Information Services

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

SUBJECT: PIGGYBACK UNIVERSITY OF SOUTH FLORIDA # 2023-069-ITN-PRO FOR PERIODICALS BY EBSCO INFORMATION SERVICES, LLC

BID #: PSC-0290-24 **OPEN DATE: N/A**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF EXECUTED CONTRACT THROUGH JULY 31, 2026 WITH TWO (2) ONE (1) YEAR RENEWAL

AGENCY: PUBLIC LIBRARY

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback University of South Florida Contract # 2023-069-ITN-PRO with EBSCO Information Services, LLC to purchase print magazines and newspapers. Period of service is from date of executed contract through July 31, 2026 with two (2) one (1) year renewal options. Total estimated annual funding not to exceed $112,000.00.

Funding Source: 00111.185102.566010.000000.00000000.00000.0000000 - To be executed by formal contract through the Office of General Counsel and processed via purchase order(s).

Attachments: Agency Memo, Risk Management Approval, Supplier Letter, Piggyback RFP & Contract

BUYER: _____ Corey Sidlo **RESPECTFULLY SUBMITTED** _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: **Stephanie Miller, Senior Manager, Library Collection**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 12/7/2023

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE 12/8/2023

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____ Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

JACKSONVILLE
PUBLIC LIBRARY

Start Here. Go Anywhere.

DATE: 11/27/23

TO: Dustin Freeman, Chief of Procurement

FROM: Stephanie Miller, Senior Manager: Library Collection

SUBJECT: Piggyback Request for Periodicals by EBSCO Information Services LLC
00111.185102.566010.000000.00000000.00000.0000000

The Jacksonville Public Library is requesting to piggyback on the University of South Florida contract Library Materials 2023-069-ITN-PRO which will allow the Library to purchase print magazines and newspapers from EBSCO Information Services LLC., a subscription services provider for current, print magazine, newspaper, and financial publications whose services include monitoring the acquisition, distribution and invoicing of all the magazine and newspapers with individual publishers. This contract was competitively bid in March 2023, with the award approved on July 17, 2023. The agreement is effective August 1, 2023, will expire on July 31, 2026 with an option to renew for up to two (2) one-year periods.

The Library is requesting a 1-year subscription for periodicals from EBSCO Information Services, LLC with 2 additional 1-year renewals.

Included with this request is the University of South Florida Library Materials 2023-069-ITN-PRO bid document, stating the dates that the contract was advertised, EBSCO'S Customer service Agreement and EBSCO'S Award e-mail. Other included documents are the e-mail with a Notice of Award to EBSCO Information Services LLC from University of South Florida, and a letter from EBSCO Information Services LLC acknowledging the piggyback relationship and its willingness to participate.

The Library is budgeting $112,000 for the first year of this contract.

If you have questions or need additional information regarding this request, please contact Stephanie Miller at 255-6185.

Attachments:
Exhibit A – University of South Florida Library Materials 2023-069 ITN PRO
Exhibit B – 2023-069-ITN-PRO Pricing Proposal
Library Materials 2023-069 ITN PRO Solicitation Award
EBSCO Information Services CSA-2
Jacksonville_Public_Library_Contract_Participation_Letter
EBSCO Information Services LLC Requisition Form

CC: Gretchen Mitchell, Deputy Chief Librarian: Support Services
Leslie Jones, Director: Library Finance & Budget

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

Sidlo, Corey

From: Collier, Kevin
Sent: Monday, November 27, 2023 9:56 AM
To: Haile, Jill
Subject: RE: Library Review Request: EBSCO Information Services Piggyback

Jill,

The only requirement that we would ask for would be the following:

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Please let me know if you have questions.

Thank you!

Kevin

Kevin F Collier
Property & Casualty Insurance Compliance Manager
Finance and Administration Department
City of Jacksonville
117 W. Duval Street Suite 335
Jacksonville, FL 32202-3381
Ckevin@coj.net
904-255-5314
904-742-0040

Please note that under Florida's very broad public records law, email communications to and from City officials are subject to public disclosure.

From: Haile, Jill <JHaile@coj.net>
Sent: Tuesday, November 21, 2023 11:18 AM
To: Collier, Kevin <CKevin@coj.net>
Cc: Miller, Stephanie <SStokes@coj.net>
Subject: RE: Library Review Request: EBSCO Information Services Piggyback

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

To: Haile, Jill <JHaile@coj.net>
Subject: RE: Library Review Request: EBSCO Information Services Piggyback

Hi Jill,

I'm sorry I didn't get back to you sooner!

Are you looking for me to provide you with Insurance requirements?

Kevin

Kevin F Collier
Property & Casualty Insurance Compliance Manager
Finance and Administration Department
City of Jacksonville
117 W. Duval Street Suite 335
Jacksonville, FL 32202-3381
Ckevin@coj.net
904-255-5314
904-742-0040

Please note that under Florida's very broad public records law, email communications to and from City officials are subject to public disclosure.

From: Haile, Jill <JHaile@coj.net>
Sent: Wednesday, November 15, 2023 2:53 PM
To: RiskReview <RiskReview@coj.net>
Cc: Collier, Kevin <CKevin@coj.net>; Miller, Stephanie <SStokes@coj.net>; Mitchell, Gretchen <GMITCH@coj.net>
Subject: Library Review Request: EBSCO Information Services Piggyback

Good Afternoon,

We are looking at the possibility of piggybacking on a contract from University of South Florida for periodicals (magazine & newspaper) subscriptions from EBSCO Information Services LLC (EBSCO). I have attached your department's Request to Review form, EBSCO's Contract Participation Letter for the Library, I've also attached the University of South Florida Library Materials 2023-069-ITN-PRO bid document, EBSCO'S Customer service Agreement and EBSCO'S Award e-mail that we asking to Piggyback off of.

We are requesting approval to piggyback, and the specifics to liability and indemnification are in Section 2 of Library Materials 2023-069-ITN-PRO.

Please let me know if you need any additional information from me.

Thank you,

Jill

Jill Haile, Collection Librarian Manager

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

EBSCO
Information Services

November 2, 2023

City of Jacksonville
Jacksonville Public Library
303 North Laura Street, Jacksonville FL 32202
Stephanie Miller, Senior Manager of the Library Collection

Dear Ms. Miller,

EBSCO Information Services agrees to allow Jacksonville Public Library to ride the University of South Florida contract resulting from Library Materials 2023-069-ITN-PRO. EBSCO is pleased to extend the terms and conditions of this contract to Jacksonville Public Library, with the exception of pricing. EBSCO feels it is advantageous for each library to be priced independently based on their own unique mix of titles and subscription account requirements.

- EBSCO will increase the Library's discount from 6.0% to 7.0% off of publishers' list prices. The discount will remain in place throughout the initial contract period. EBSCO reserves the right to re-visit the pricing structure for your account and initiate discussions with you if your spend changes dramatically (greater than 10%) or EBSCO's agreed-upon publisher terms and arrangements are significantly altered during the contract period.

- The University of South Florida contract for Library Materials shall be for a term of three (3) years with an option to renew for up to two (2) one year periods. The initial contract period is from August 1, 2023 through July 31, 2026.

Thank you for the opportunity to be of service to you. We look forward to providing Jacksonville Public Library with the high level of service that we are known to offer.

Sincerely,

Bowen Thagard

Bowen Thagard
Senior Vice President, EIS Operations & Finance
EBSCO Information Services

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

University of South Florida
Continuing Services Agreement

This University of South Florida Continuing Services Agreement ("Agreement") is hereby entered into by and between The University of South Florida Board of Trustees, a public body corporate acting for the University of South Florida and its component colleges, departments and divisions ("USF"), and EBSCO Information Services, LLC ("Vendor") effective the date last signed below ("Effective Date"). USF and Vendor will collectively be known herein as "the Parties".

NOWTHEREFORE, the Parties hereby agree as follows:

1. Agreement. This Agreement serves as an award of **Library Materials 2023-069-ITN-PRO** ("ITN") to which Vendor was a respondent. This Agreement is subject to compliance with all the terms and conditions of the ITN and specifications set forth therein, as well as any amendments thereto, as applicable. The terms of the ITN and Vendor's ITN Proposal ("Vendor's Proposal") are expressly incorporated into this Agreement. The terms of this Agreement, the ITN, and the Vendor's Proposal are intended to be read in conjunction with each other to every extent possible; however, in the event of a conflict, the documents shall control in the following priority: 1) this Agreement; 2) the ITN; and 3) Vendor's Proposal.

2. Services. Vendor will provide services, goods, work product, and/or other deliverables as described in the ITN and Vendor Proposal.

3. Term. The initial term of this Agreement will begin on the Effective date of this agreement, and continue for three (3) years. USF may renew the Agreement for up to two (2) one-year periods if judged to be in USF's best interest to renew.

4. Price. In consideration for the Vendor's satisfactory performance under this Agreement, USF will pay to the Vendor in accordance with the Vendor's proposed pricing schedule as stated in Exhibit A, unless stipulated by a future amendment to this Agreement.

5. Payment. All Vendors providing Services to USF must submit invoices to USF in order to receive payment. USF will issue the Vendors' payment within thirty (30) days after receipt of an acceptable invoice and receipt, inspection, and acceptance of Services provided in accordance with the terms and conditions of this Agreement. If the payment is not made within said thirty (30) days, a separate interest penalty (established pursuant to § 55.03, Florida Statutes) on the unpaid balance will be paid upon Vendor's written request to USF, providing said request is received by USF no later than thirty (30) days from the date shown on USF's check. Interest of less than One Dollar ($1) will not be enforced.

Vendors must submit detailed invoices sufficient for a proper pre-audit and post-audit thereof. Each invoice must clearly identify the Services, portion of Services, and expenses for which compensation is sought. USF will determine the accuracy of all invoices. Invoices that have to be returned to the Vendor because of preparation errors will result in a delay of the payment. In such cases, the invoice payment requirements do not start until a properly completed invoice is accepted by USF.

Vendor may request partial payment in the full amount of the value of Services received and accepted by USF by submitting a properly executed invoice with supporting documents, as required. USF's vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from USF may be contacted at 813-974-2481. Written inquiries can be addressed to: *Procurement Services, 4202 E. Fowler Ave., SVC 1073, Tampa, FL 33620.*

6. Taxes. The State of Florida, and USF as a state agency, is a tax immune sovereign and exempt from the payment of all sales, use, and excise taxes. The Vendor will be responsible for all taxes necessary to perform under this Agreement and all taxes on Vendor income generated through this Agreement.

7. Travel and Ancillary Expenses. There is no travel expense related to this agreement.

8. Amendments. Any changes, amendments, or modifications to the Agreement must be in writing and signed by both parties to be effective.

9. Assignment. Vendor may not, without the advance written approval of USF, assign any right or delegate any duties hereunder nor may it transfer, pledge, surrender, or otherwise encumber or dispose of its interest in any portion of the Agreement.

10. Public Records Law. USF and Vendor agree not to directly or indirectly disclose to third parties any confidential or proprietary information. Notwithstanding the preceding statement or any other confidentiality provisions in the Agreement, as an agency or subdivision of the State of Florida, USF is subject to Chapter 119, Florida Statutes ("Florida Public Records Act"). As such, the Agreement and all associated materials and information may be considered a "public record". While USF will endeavor not to voluntarily disclose the Agreement or other associated information, it reserves the absolute right to interpret its legal obligations under the Florida Public Records Act. Any necessary disclosure of the

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

Agreement or any other information pursuant to a public records request will not be considered a breach of any confidentiality provisions.

Further, Vendor may be considered a contractor of a public agency as defined in § 119.0701(1)(b), and may be required by law to keep and maintain public records related to its services; provide copies of, or allow inspection of, such public records to USF upon request; and ensure that exempt or confidential and exempt records are not disclosed except as authorized by law. Upon completion of the Agreement or performance of the services, Vendor may transfer all public records related to the services to USF, at no cost to USF, or may keep such public records in accordance with the applicable state record retention requirements. If Vendor chooses to transfer such records to USF, Vendor may destroy any duplicate records in its possession that are exempt or confidential and exempt from disclosure.

USF CANNOT PROVIDE LEGAL ADVICE TO VENDOR REGARDING ITS LEGAL DUTIES. HOWEVER, VENDOR MAY CONTACT USF'S CUSTODIAN OF PUBLIC RECORDS AT USFPURCHASING@USF.EDU OR 813-974-2481 IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE VENDOR'S DUTY TO PROVIDE AND MAINTAIN PUBLIC RECORDS RELATING TO THIS AGREEMENT.

USF may unilaterally cancel the Agreement for refusal by Vendor to comply with the provisions of Chapter 119, Florida Statutes.

11. Termination.

a. *Termination for Convenience.* Agreement may be terminated by USF without cause upon no less than sixty (60) days written notice.

b. *Termination for Cause.* Each term and condition of Agreement is material and any breach or default by either party in the performance of each such term and condition will be a material breach or default of Agreement. Either party may terminate Agreement in the event the other party materially breaches or defaults in the performance of any of its obligations hereunder and such breach or default continues thirty (30) days after written notice thereof is provided to the breaching party by the non-breaching party. Any termination will become effective at the end of such thirty (30) day period unless the breaching party cures any such breach or default prior to the expiration of such period.

c. *Administration of Termination.* All written notices under this section must be delivered by certified mail, return receipt requested, or in person with proof of delivery. In case of termination under Agreement, only fees for goods and services actually rendered by the Vendor through the date of termination, if any, will be due and payable, and all work in progress will become property of USF and will be turned over promptly by the Vendor. Upon receipt of written notice of termination, up until the date of termination, the Vendor will make reasonable efforts to limit the incursion of additional fees and perform only those services necessary for the timely delivery of work in progress to USF and/or to correct a material breach or default, as applicable. Parties to Agreement will not be relieved of the duty to perform their obligations up to and including the date of termination. A termination penalty may not be charged against USF.

12. Materiality of Terms. Each term and condition of the Agreement is material and any breach or default by either party in the performance of each such term and condition will be a material breach or default of the entire Agreement for which the non-breaching party will have the right to terminate the Agreement, without termination penalty, effective upon thirty (30) days prior written notice to breaching party describing the material breach or default, if breaching party fails to remedy the material breach within thirty (30) days following delivery of said notice.

13. Force Majeure. No default, delay, or failure to perform on the part of the either party will be considered a default, delay, or failure to perform otherwise chargeable, hereunder, if such default, delay, or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts, or inactions of governmental authorities; epidemics; acts of terrorism; war; embargoes; fire; earthquake; acts of God; or default of common carrier. In the event of such default, delay, or failure to perform, any date or times by which either party is otherwise scheduled to perform will be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay, or failure to perform.

14. Availability of Funds. USF's performance and obligation to pay under this Agreement is contingent upon one or more of the following: annual appropriation by the Florida Legislature and funding from other public and/or private institutions.

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

The Agreement may be canceled without further obligation on the part of the USF, if sufficient funding is unavailable to assure full performance under the Agreement. In such an event, USF will issue written notice to Vendor of the unavailability of said funds, thereby immediately terminating the Agreement with no further obligation or penalty. Upon issuance of such notice, the Vendor is entitled to payment for only those Services provided prior to the date notice is issued.

15. Sovereign Immunity. Nothing in the Agreement will be construed as an indemnification of the Vendor by USF. USF warrants and represents that as a sovereign entity, it is self-insured. USF assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of USF and the officers, employees, servants, and agents thereof while acting within the scope of their employment by USF. Vendor and USF agree that nothing contained herein will be construed or interpreted as (a) the consent of USF and State of Florida, their agents and agencies to be sued except as provided for herein; or (b) a waiver of sovereign immunity by USF and the State of Florida beyond that provided in § 768.28, Florida Statutes.

16. Limitation of Liability. As sovereign agency or subdivision of the State of Florida, USF's self-insurance limitations are provided by law. USF is provided with comprehensive general liability insurance through the State Risk Management Trust Fund with limits of coverage up to a maximum of $200,000 per occurrence and $300,000 in aggregate pursuant to the terms and limitations of § 768.28 and Chapter 284, Part II, Florida Statutes or as amended. USF will provide evidence of its self-insurance statute upon request. The parties agree that this is sufficient in lieu of any other insurance requirements. USF's total liability will not exceed the limits of its self-insurance coverage as defined by Florida Statutes.

17. Relationship of Parties. It is understood and agreed that nothing herein contained is intended, or should be construed, as creating or establishing the relationship of partners between the Parties hereto, or as constituting Vendor as the agent or representative of USF to any contracts or other obligations. Vendor must not expressly or impliedly represent to any party that Vendor and USF are partners or that Vendor is the agent or representative of USF for any purpose or in any manner whatsoever. The Parties are independent contractors and neither party will have supervision or control over the other party's employees, faculty, staff, students, representatives, or volunteers in the performance of their duties. Vendor must not use the name, logo, or intellectual property of USF for marketing purposes, or otherwise, without the prior written consent of USF.

18. eVerify. Vendor warrants that it is in compliance with the E-Verify requirements set forth in Section 448.095, Florida Statutes and will remain in compliance with such requirements throughout the term of the Agreement and any extensions or renewals thereof. University may immediately terminate the Agreement upon notice to Vendor if University has a good faith belief that Vendor is knowingly in breach of this warranty. In the event of such termination, University shall only owe Vendor for the products and/or services delivered by the effective date of such termination and shall not owe any termination penalty or damages to Vendor whatsoever.

19. Licenses. Vendor must obtain and maintain any permits, licenses, or authorizations required to perform its obligations hereunder, and the cost thereof will be borne by the Vendor.

20. Vendor Insurance. Vendor will maintain insurance at the levels described in the ITN.

21. Vendor Personnel. In the event vendor personnel, to include the employees, contractors, and agents of Vendor, are required to provide services to USF at its campuses, facilities, or events, Vendor must make commercially reasonable efforts to ensure that its personnel act in a manner that assists USF in providing a safe environment for its students, faculty, staff, and visitors and protects the reputation of USF. Vendor agrees that it and all of its personnel will carry out their duties under the Agreement in accordance with all USF policies as well as local, state, and federal law, including but not limited to laws governing employee compensation and insurance coverage and USF's policies governing discrimination and sexual harassment. Vendor must ensure that its personnel performing services under the Agreement are aware of their obligations and are appropriately and regularly trained to ensure compliance with these requirements and, when required by USF, have completed an appropriate background check in accordance with Chapter 435, Florida Statutes. In the event vendor personnel violate the law or USF policy, as determined by law enforcement or USF policy, in USF's sole discretion, after investigating such violations, USF may request that such personnel are restricted from performing services under the Agreement. It is expressly agreed to by the Parties that multiple violations of this section will be deemed a material breach by Vendor and subject to the termination in accordance with the Agreement. USF's regulations and policies are available for review at http://regulationspolicies.usf.edu/.

22. Protection of Personal Information. To the extent Vendor comes into contact with or has USF's information in its possession, Vendor agrees to implement reasonable and appropriate safeguards to protect personal information, as defined in § 501.171, Florida Statutes and educational records as defined in § 1002.225, Florida Statutes and 20 U.S.C. § 1232 ("Personal Information"), maintain the security of Personal Information, prevent unauthorized use, access,

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

All Supplier Bids submitted in response to the Event will be submitted at the sole expense of the Supplier, whether or not any contract is awarded as a result of a Supplier Bid. Suppliers will pay all costs associated with the preparation and delivery of Supplier Bids, as well as, any or all necessary visits to campus and other required site visits.

All Supplier Bids submitted to USF are thereby USF property. USF reserves the right to utilize and/or adapt the information contained in submitted Supplier Bids for any purpose USF deems appropriate. Any parts of a Supplier Bid, as well as, any other materials(s) submitted to USF by Supplier, will become a public document subject to Chapter 119, Florida Statutes ("Florida Public Records Act"). To the extent required by Florida law, this could result in disclosure by USF of material identified as, or otherwise considered, confidential by the Supplier.

The result of USF's adjudication of a Supplier Bid will not affect the applicability of this section.

2.7. Supplier's Responsibility

By submitting a Supplier Bid, Supplier hereby agrees it shall be, at minimum, fully and solely responsible for all goods and services described in its Supplier Bid at the costs proposed therein, notwithstanding conflicting criteria, if any, present in the terms and conditions of the Event.

2.8. Open Competition

USF encourages free and open competition among Suppliers. This Event and the procedures described herein are intended to accomplish this objective, while prioritizing the economic interest of USF as a public entity in the State of Florida. The Supplier submission on their Supplier Bid guarantees that the prices quoted have been established without collusion with individuals or other business entities and without effort to preclude USF from obtaining the lowest possible competitive price.

2.9. Oral Presentations and Written Clarifications

In the case of an Invitation to Negotiate, after Supplier Bids have been opened, USF reserves the right to request Suppliers make oral presentations or provide written clarifications. Such presentations and clarifications provide Suppliers an opportunity to discuss their qualifications and clarify aspects of Supplier Bids. Oral presentations may be recorded. Recorded oral presentations and written clarifications will be affixed to the Supplier Bid and become part of the same as if originally submitted.

2.10. Negotiation with Suppliers

In the case of an Invitation to Negotiate, upon evaluation of initial Supplier Bids, USF reserves the right to enter into negotiations with one or more Suppliers. During negotiations, Suppliers will be given the opportunity to improve their initial offers with regard to timing, scope of services, and pricing. At the conclusion of the negotiation process, USF may ask Suppliers to submit a written best and final offer, memorialize in writing all agreements reached during negotiations, and extend additional benefits to USF, as applicable, to be incorporated into the Supplier Bid and become part of the same as if originally submitted.

2.11. Award

In the case of an Invitation to Negotiate, upon review of the final Supplier Bids, USF may award one or more Suppliers each one or more lots, as applicable, in accordance with the best interest of USF. Upon selection, prior to award, USF will post an Intent to Award. The Intent to Award will record accepted Supplier Bids with a checklist of requested documentation, summarize the various applicable stages of evaluation/negotiation, and identify the selected Supplier(s). It may or may not include price information.

In the case of an Invitation to Bid, upon review of the Supplier Bids, USF may award one or more Suppliers each one or more lots, as applicable, based on the lowest qualified bid for each lot. Upon selection, prior to award, USF will post an Intent to Award. The Intent to Award will record accepted Supplier Bids with a checklist of requested documentation, pricing, and identify the selected Supplier(s).

Event results will not be given out over the telephone. Individuals seeking additional information regarding responses to an Event must send a written request to the USF Contact.

2.12. Notice and Protest Procedures

USF shall publicly post online notice of any decision or intended decision as defined by Florida Board of Governors ("BOG") Regulations 18.002(2)(c). If a Supplier desires to protest a decision or intended decision of USF, the Supplier must timely file with USF Procurement Services a Notice of Intent to Protest, a Formal Protest, and the required Solicitation Protest Bond prescribed by BOG Regulation 18.003.

The 72-hour period for filing the Notice of Intent to Protest regarding any decision or intended decision begins upon the public posting of the decision or intended decision online. If the end of the 72-hour period falls on a Saturday, Sunday, or legal holiday, the deadline for filing the Notice of Intent to Protest shall be the next business day. A Notice of Intent to Protest may not be filed before the 72-hour period begins.

Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the BOG Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

2.13. Purchase Orders

USF will not accept nor be responsible for payment of invoices for commodities, goods, contractual services, licenses, or leases of space without an official USF PO number printed on the Supplier's invoice. Suppliers providing goods or services to USF without a PO do so at their own risk with no guarantee of payment by USF.

2.14. Purchasing Card Program

USF has a Purchasing Card ("PCard") Program In accordance with USF Regulations and Policies, various USF PCard holders acquire certain goods and services for which they may be able to elect to make payment by PCard. Supplier shall indicate willingness and ability to accept Visa in the Questions section of the Supplier Bid.

2.15. Certified Business Enterprises ("CBE")

As part of the USF Strategic Plan, the USF System is committed to fostering a diverse community distinguished by a shared purpose, collaboration, open and timely communication, mutual respect, trust, and inclusiveness. USF is an equal opportunity institution, and, as such, strongly encourages the lawful use of Certified Business Enterprises (CBE) including certified Minority ("MBE"), Women ("WBE"), and Veteran ("VBE") Business Enterprises to provide goods and services to USF by promoting a fair and equal opportunity to compete and participate in the solicitation process.

The selected Supplier(s) may, as a condition of award, be contractually obligated to implement a plan for documenting a good faith effort to use the services or commodities of CBE's in carrying out its obligations. The plan must include the following at a minimum: (1) scheduling meetings to inform CBE's of contracting and subcontracting opportunities; (2) advertising subcontracting opportunities in general circulation, trade association, or minority-focus media concerning the subcontracting opportunities; (3) providing written notice to a reasonable number of specific CBE's that their interest in the contract was being solicited in sufficient time to allow the CBE's to participate effectively; (4) breaking down contracts into economically feasible units to facilitate CBE participation, where possible; and (5) engaging the services of available minority community organizations; minority contractors' groups; local, state, and federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of CBE's.

2.16. Agreement for Contractual Services

Agreement(s) must comply with Florida law, BOG Regulations and Guidelines, and USF Regulations and Policies, as well as, incorporate by reference the terms and conditions of this Event.

2.17. Purchases By Others

With the consent and agreement of an awarded Supplier, purchases may be made under this Event by the following ("Entities"): USF Direct Support Organizations, other State universities, community colleges, district school boards, other educational institutions, and by other governmental agencies within the State of Florida to the extent each such purchase is allowable under the respective Entities regulations and policies. At minimum, such purchases will be governed by the terms and conditions stated in the Event.

2.18. Taxes

The State of Florida and USF, as a public entity thereof, are a tax immune sovereign and exempt for the payment of sales, use or excise taxes. The Supplier shall pay all personal property taxes on leased equipment and all taxes based upon net income.

2.19. Licenses

In the event Supplier is required to obtain from any governmental authority any permit, license, or authorization as a prerequisite to performing its obligations hereunder, the cost thereof shall be borne by the Supplier.

2.20. Public Records Law

Supplier Bids are exempt from disclosure under Chapter 119, Florida Statutes until USF issues an Intent to Award or within thirty (30) days after the Event opening or final replies, whichever is earlier per § 119.071(1)(b)2.

Notwithstanding any confidentiality provisions in the Supplier Bid or Agreement, as an agency or subdivision of the State of Florida, USF is subject to Chapter 119, Florida Statutes. As such, Agreement and all associated materials and information may be considered a "public record." While USF will endeavor not to voluntarily disclose Agreement or other associated information, it reserves the absolute right to interpret its legal obligations under the Florida Public Records Act. Any necessary disclosure of Agreement or any other information pursuant to a public records request will not be considered a breach of any confidentiality provisions.

Further, Supplier may be considered a contractor of a public agency as defined in § 119.0701(1)(b), and may be required by law to keep and maintain public records related to its services; provide copies of, or allow inspection of, such public records to USF upon request; and ensure that exempt or confidential and exempt records are not disclosed except as authorized by law. Upon completion of Agreement or performance of the services, Supplier may transfer all public records related to the services to USF, at no cost to USF, or may keep such public records in accordance with the applicable state record retention requirements. If Supplier chooses

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

to transfer such records to USF, Supplier shall destroy any duplicate records in its possession that are exempt or confidential and exempt from disclosure.

USF CANNOT PROVIDE LEGAL ADVICE TO SUPPLIER REGARDING ITS LEGAL DUTIES. HOWEVER, SUPPLIER MAY CONTACT USF'S CUSTODIAN OF PUBLIC RECORDS AT USFPURCHASING@USF.EDU OR 813-974-2481 IF SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE SUPPLIER'S DUTY TO PROVIDE AND MAINTAIN PUBLIC RECORDS RELATING TO AGREEMENT.

USF may unilaterally cancel Agreement for refusal by Supplier to comply with the provisions of Chapter 119, Florida Statutes.

2.21. Availability of Funds

USF's performance and obligation to pay under Agreement is contingent upon one or both of the following: annual appropriation of funds by the Florida Legislature and funding from other public and/or private institutions. Agreement may be canceled without further obligation on the part of the USF, if sufficient funding is unavailable to assure full performance under Agreement. In such an event, USF will issue written notice to Supplier of the unavailability of said funds, thereby immediately terminating Agreement with no further obligation or penalty. Upon issuance of such notice, the Supplier is entitled to payment for only those goods and services provided under Agreement prior to the date notice is issued.

2.22. Termination

2.22.1. *Termination for Convenience.* Agreement may be terminated by USF without cause upon no less than thirty (30) days written notice.

2.22.2. *Termination for Cause.* Each term and condition of Agreement is material and any breach or default by either party in the performance of each such term and condition will be a material breach or default of Agreement. Either party may terminate Agreement in the event the other party materially breaches or defaults in the performance of any of its obligations hereunder and such breach or default continues thirty (30) days after written notice thereof is provided to the breaching party by the non breaching party. Any termination will become effective at the end of such thirty (30) day period unless the breaching party cures any such breach or default prior to the expiration of such period.

2.22.3. *Administration of Termination.* All written notices under this section must be delivered by certified mail, return receipt requested, or in person with proof of delivery. In case of termination under Agreement, only fees for goods and services actually rendered by the Supplier through the date of termination, if any, will be due and payable, and all work in progress will become property of USF and will be turned over promptly by the Supplier. Upon receipt of written notice of termination, up until the date of termination, the Supplier will make reasonable efforts to limit the incursion of additional fees and perform only those services necessary for the timely delivery of work in progress to USF and/or to correct a material breach or default, as applicable. Parties to Agreement will not be relieved of the duty to perform their obligations up to and including the date of termination. A termination penalty may not be charged against USF.

2.23. Waiver of Rights

No failure to exercise or delay in exercising any right, power, or remedy accruing to USF on any breach or default of Supplier hereunder will impair any such right, power, or remedy, or be construed as a waiver of any such breach or default or of any similar breach or default thereafter occurring; nor will any waiver of any single breach or default be construed as a waiver of any other breach or default.

2.24. Sovereign Immunity

Nothing in this Event or Agreement will be construed as an indemnification of the Supplier by USF. USF warrants and represents that as a sovereign entity, it is self insured. USF assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of USF and the officers, employees, servants, and agents thereof while acting within the scope of their employment by USF. Supplier and USF agree that nothing contained herein will be construed or interpreted as (a) the consent of USF and State of Florida, their agents and agencies to be sued except as provided for herein; or (b) a waiver of sovereign immunity by USF and the State of Florida beyond that provided in § 768.28, Florida Statutes.

2.25. Limitation of Liability

As sovereign agency or subdivision of the State of Florida, USF's self-insurance limitations are provided by law. USF is provided with comprehensive general liability insurance through the State Risk Management Trust Fund with limits of coverage up to a

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

maximum of $200,000 per occurrence and $300,000 in aggregate pursuant to the terms and limitations of § 768.28 and Chapter 284, Part II, Florida Statutes or as amended. USF will provide evidence of its self-insurance statute upon request. The parties agree that this is sufficient in lieu of any other insurance requirements. USF's total liability will not exceed the limits of its self-insurance coverage as defined by Florida Statutes.

2.26. Relationship of Parties

It is understood and agreed that nothing herein contained is intended, or should be construed, as creating or establishing the relationship of partners between the Parties hereto, or as constituting Supplier as the agent or representative of USF to any contracts or other obligations. Supplier must not expressly or impliedly represent to any party that Supplier and USF are partners or that Supplier is the agent or representative of USF for any purpose or in any manner whatsoever. The Parties are independent contractors and neither party will have supervision or control over the other party's employees, faculty, staff, students, representatives, or volunteers in the performance of their duties. Supplier must not use the name, logo, or intellectual property of USF for marketing purposes, or otherwise, without the prior written consent of USF.

2.27. Subcontractors and Material Suppliers

Supplier shall be fully responsible for all acts and omissions of its subcontractors and material suppliers, including, persons directly or indirectly employed by its subcontractors and material suppliers, and persons for whose acts any its subcontractors and material suppliers may be liable, each as if they were employed by the Supplier. Nothing in the Event or Agreement will create any contractual relationship between any subcontractor or material supplier and USF or any obligation on the part of USF to pay or to see to the payment of any monies due any subcontractor or material supplier, except as may otherwise be required by law. USF may furnish to any subcontractor or material supplier, to the extent practicable, evidence of amounts paid to the Supplier for specific work done.

For work performed by Supplier under this Event, all subcontractors and material suppliers utilized by Supplier must be pursuant to a duly executed, written agreement between the Supplier and each subcontractor or material supplier. Supplier is obligated to include language in its agreements with all subcontractors and material suppliers contractually binding each subcontractor and material supplier to the terms and conditions of the Event to the benefit of USF. In addition, when applicable, Supplier will include specific provisions and language in its written agreements with subcontractors and material suppliers as required by the terms and conditions of this Event.

2.28. Indemnification

The Supplier will indemnify, hold free and harmless, assume liability for, and defend, the State of Florida, USF, BOG, and their respective officers, employees, and agents, from and against any and all actions, claims, suits, judgments, liabilities, assertions of liability, losses, demands, payments, suits, costs, and expenses of every kind and description, including, but not limited to, attorney's fees, reasonable investigative and discovery costs, and court costs, for any accident, loss, assault, battery, defamation, false arrest, false imprisonment, invasion of privacy, intentional or negligent infliction of emotional distress, damage to persons or property, bodily injury or death of persons, and unauthorized use, loss of, or damage to property, in law or in equity, of every kind and description, which in any manner directly, or indirectly, may arise, or be alleged to have arisen, or resulted, or alleged to have resulted from any acts or omissions, activities, presence, or promotions of every kind and description of Supplier and/or Supplier's officers, employees, agents, and subcontractors.

2.29. Supplier Personnel

In the event Supplier personnel, to include the employees, contractors, and agents of Supplier, are required to provide services to USF at its campuses, facilities, or events, Supplier must make commercially reasonable efforts to ensure that its personnel act in a manner that assists USF in providing a safe environment for its students, faculty, staff, and visitors and protects the reputation of USF. Supplier agrees that it and all of its personnel will carry out their duties under Agreement in accordance with all USF policies as well as local, state, and federal law, including but not limited to laws governing employee compensation and insurance coverage and USF's policies governing discrimination and sexual harassment. Supplier must ensure that its personnel performing services under Agreement are aware of their obligations and are appropriately and regularly trained to ensure compliance with these requirements and, when required by USF, have completed an appropriate background check in accordance with Chapter 435, Florida Statutes. In the event Supplier personnel violate the law or USF policy, as determined by law enforcement or USF responsible officials, in USF's sole discretion, after investigating such violations, USF may request that such personnel are restricted from performing services under Agreement. It is expressly agreed to by the parties that multiple violations of this section will be deemed a material breach by Supplier and subject to the termination in accordance with this Event and Agreement. USF's regulations and policies are available for review at http://regulationspolicies.usf.edu/.

2.30. eVerify. Vendor warrants that it is in compliance with the E-Verify requirements set forth in Section 448.095, Florida Statutes and will remain in compliance with such requirements throughout the term of the Agreement and any extensions or renewals thereof. University may immediately terminate the Agreement upon notice to Vendor if University has a good faith belief that Vendor is knowingly in breach of this warranty. In the event of such termination, University shall only owe Vendor for the

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

products and/or services delivered by the effective date of such termination and shall not owe any termination penalty or damages to Vendor whatsoever.

2.31 Protection of Personal Information

To the extent Supplier comes into contact with or has USF's information in its possession, Supplier agrees to implement reasonable and appropriate safeguards to protect personal information, as defined in § 501.171, Florida Statutes and educational records as

defined in § 1002.225, Florida Statutes and 20 U.S.C. § 1232 ("Personal Information"), maintain the security of Personal Information, prevent unauthorized use, access, disclosure, alteration and/or destruction of Personal Information, limit access to Personal Information it comes into contact with or possesses on behalf of USF to those of its employees who have a need to access the Personal Information in order to perform their job functions and ensure that such employees are aware of the confidentiality obligations of this section and have agreed to comply with these obligations. Supplier also agrees that if it becomes aware of any unauthorized use, access, or disclosure of the Personal Information, or has a reasonable belief that substantial risk of unauthorized use, access, or disclosure exists, it will provide written notice to USF without unreasonable delay (but in no event, more than five (5) days) from the discovery of such unauthorized use, access, or disclosure. Supplier must cooperate fully to assist USF in identifying individuals potentially affected by such unauthorized use, access, or disclosure. Supplier will be responsible for all reasonable costs and expenses actually incurred by USF, including the cost of providing any required notifications, in connection with responding to any incident of unauthorized use, access, or disclosure of the Personal Information to the extent such incident arises from the acts or omissions of Supplier.

2.32. Conflict of Interest

Event and Agreements are subject to the provisions of Chapter 112, Florida Statutes. All Suppliers must disclose with the Supplier Bid the name of any officer, director, or agent who is also an employee of USF. Further, all Suppliers must disclose the name of any USF employee who owns, directly or indirectly, an interest of 5 percent (5%) or more in the Supplier's firm or any of its branches.

By submitting a response to this Event without such information, the Supplier certifies that to the best of his knowledge and belief no individual employed or subcontracted is an employee of USF. Violation of this section by Supplier shall be grounds for cancellation of Agreement.

If the goods and services provided pursuant to this Event are at all related to a USF System Research Project, as defined in USF System Policy 0-309, the Supplier hereby certifies that to the best of their knowledge and belief any and all potential individual and institutional conflicts of interest have been, or will be, fully disclosed, reviewed, and satisfactorily managed or resolved, in accordance with USF System Policies 0-309 and 0-31', before Services are initiated. Furthermore, when conflicts of interest exist, the Supplier will make reasonable efforts and provide material support as required to aid USF in the timely disclosure, review, and resolution of such conflicts of interest.

In the event conflicts of interest exist, but cannot be satisfactorily managed or resolved in accordance with USF Policy, USF reserves the right to immediately terminate Agreement. USF's Research Integrity & Compliance, whose duties include review and management of all potential financial conflicts of interest as well as personal conflicts of interest that have the potential to bias research, may be contacted at 813-974-5638.

Written inquiries may be addressed to: USF Research Integrity & Compliance/Conflicts of Interest, 4202 E Fowler Ave, MDC 35, Tampa, FL 33620.

2.33. No Lobbying

The expenditure of funds disbursed from State of Florida appropriated grants and aids for the purpose of lobbying the Legislature or a State agency is prohibited. Supplier warrants that no individual employed by it conducts any lobbying activities.

2.34. No Employee Relationships

The Supplier hereby certifies that to the best of their knowledge and belief no individual employed by them or subcontracted by them has an immediate relation to any employee of USF who is directly or indirectly involved in the solicitation of this Event in violation of Section 112.3185, Florida Statutes. In the event, § 112.3185 is violated in relation to this Event USF may disqualify the applicable Supplier Bids and immediately terminate Agreements, if applicable.

2.35. Disqualified Supplier Lists

A Supplier who has been placed on the Convicted/Suspended/Discriminatory/Complaints Supplier Lists and disqualified in accordance with Section 287.133(3)(d), Florida Statutes may not submit a bid under any contract for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.

2.36. Governing Law and Jurisdiction

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

This Event and Agreements are governed by the laws of the State of Florida without regard for its conflict of laws provisions. The exclusive venue for all disputes arising out of this Event and Agreements will be state and federal courts located in Tampa, Florida. Supplier irrevocably submits to the personal jurisdiction of such courts.

2.37. Immigration and Nationality Act

In the event Supplier is determined to be in violation under Section 274A(e) of the Immigration and Nationality Act, USF shall unilaterally cancel Agreement.

2.38. Subchapter II – Contract Work Hours and Safety Standards

Supplier, when applicable, will comply with 40 U.S.C. 327-330 as supplemented by the Department of Labor Title 29 Labor C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).

2.39. Occupational Safety Hazards Act Requirements

Supplier certifies that all work, material, equipment, etc., performed/provided under Agreement meets or exceeds all Occupational Safety Hazards Act (OSHA) requirements and, that, if Supplier enters Agreement, and any work, material, equipment, etc., delivered is subsequently found to be non-compliant with OSHA requirements, then the cost to comply will be borne by the Supplier. Failure of the Supplier to bring any and all work, material, equipment, etc., purchased under Agreement in conformity with all OSHA requirements will constitute default under Agreement.

2.40. Intellectual Property

To the extent the goods and services sold or licensed by Supplier include Supplier's intellectual property or the use of third party intellectual property, the Supplier, without exception will indemnify and save harmless the State of Florida, BOG, USF and their officers, employees, and agents from liability of any kind, including cost and expenses for or on account of any improper use of copyrighted, patented, or trademarked invention, process, article, or other material involving work performed pursuant to this Event.

If Event or Agreement calls for deliverables, such as, articles, reports, marketing materials, project narratives, websites, mobile applications, video or audio recordings, etc., except for express exclusions set forth in Agreement, any such deliverables will be considered work made for hire and become the exclusive property of USF. Supplier hereby assigns, transfers, and conveys to USF any and all rights, title, and interests Supplier may have or accrue in such deliverables, and such deliverables will otherwise be deemed to be works made for hire under the U.S. Copyright Act [17 U.S.C. §101, et seq.].

2.41. Federal Debarment

By signing Supplier Bid or Agreement, the Supplier certifies, to the best of its knowledge and belief, that the Supplier and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency. Within a three year period preceding the submission of Supplier Bid, Supplier has not been convicted of or had a civil judgment rendered against them in connection with a public contract or subcontract or criminally or civilly, charged by a governmental entity with commission of offenses, or had a contract terminated for default by any Federal agency.

2.42. Affirmative Action

The Supplier agrees to maintain compliance with all regulations published by the U.S. Department of Labor implementing Executive Order 11246, Section 402 of the Veterans Readjustment Act of 1974, and Section 503 of the Rehabilitation Act of 1973, each incorporated herein by reference inclusive of all current amendments.

2.43. Americans with Disabilities Act

Supplier must comply with the Americans with Disabilities Act (ADA) of 1990.

2.44. Equal Opportunity

USF believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to non discrimination because of race, creed, color, sex, age, national origin, religion or disability. As a requirement for entering Agreement, the Supplier commits to the following:

2.43.1. The Supplier will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.43.2. The Supplier will, in all solicitations or advertisements for employees placed by or on behalf of the Supplier, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

2.43.3. The Supplier will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Supplier's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.43.4. The Supplier will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.43.5. The Supplier will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.43.6. In the event of the Supplier's noncompliance with the nondiscrimination clauses of Agreement or with any of the said rules, regulations, or orders, Agreement may be canceled, terminated, or suspended in whole or in part and the Supplier may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.43.7. The Supplier will include the portion of the sentence immediately preceding paragraph 2.43.1 and the provisions of paragraphs 2.43.1 through 2.43.7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Supplier will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event Supplier becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the administering agency the Supplier may request the United States to enter into such litigation to protect the interests of the United States.

2.45. Davis-Bacon Act

If the Event includes construction services, then the Supplier must comply with the Davis-Bacon Act (40 U.S.C. § 3141 3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5.

2.46. Compliance with Copeland "Anti-Kickback" Act

If the Event includes construction services, then the Supplier agrees as follows:

2.45.1. *Contractor.* The Supplier shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.P.R. pt. 3 as may be applicable, which are hereby incorporated by reference into Agreement.

2.45.2. *Subcontracts.* The Supplier shall insert in any subcontracts the clause above and such other clauses as a Federal, or other, granting agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Supplier shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

2.45.3. *Breach.* A breach of the contract clauses above may be grounds for termination of Agreement, and for debarment of Supplier and/or subcontractor(s), if any, as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2.47. Compliance with the Contract Work Hours and Safety Standards Act

If the Supplier employs mechanics or laborers, then Supplier agrees as follows:

2.46.1. *Overtime Requirements.* The Supplier and their subcontractor(s), if any, providing Services under Agreement which may require or involve the employment of laborers or mechanics will not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes (1 ½) the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

2.46.2. *Violation; Liability for Unpaid Wages; Liquidated Damages.* In the event of any violation of the clause set forth in paragraph 2.46.1 of this section the Supplier and their subcontractor(s), if any, responsible therefor shall be liable for the unpaid wages. In addition, such Supplier and their subcontractor(s), if any, shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 2.46.1 of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 2.46.1 of this section.

2.46.3. *Withholding for Unpaid Wages and Liquidated Damages.* USF, the State of Florida, or funding Federal agency, each individually, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

or cause to be withheld, from any moneys payable on account of work performed by the Supplier and/or subcontractor(s), if any, under any such contract or any other Federal contract with USF, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by USF, such sums as may be determined to be necessary to satisfy any liabilities of Supplier and/or subcontractor(s), if any, for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2.46.2 of this section.

2.46.4. *Subcontracts.* The Supplier and subcontractor(s), if any, shall insert in any subcontracts the clauses set forth in paragraph 2.46.1 through 2.46.3 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Supplier shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 2.46.1 through 2.46.4 of this section.

2.48. Clean Air Act and the Federal Water Pollution Control Act

2.47.1. Clean Air Act

2.47.1.1. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2.47.1.2. Supplier agrees to report each violation to USF and understands and agrees that USF will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

2.47.1.3. Supplier agrees to include these requirements in each subcontract exceeding $100,000.

2.47.2. Federal Water Pollution Control Act

2.47.2.1. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2.47.2.2. Supplier agrees to report each violation to USF and understands and agrees that USF will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

2.47.2.3. Supplier agrees to include these requirements in each subcontract exceeding One Hundred Thousand & 00/100 Dollars ($100,000).

2.49. Energy Policy and Conservation

Supplier will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. § 6201-6422), and Florida's State Energy Management Plan adopted pursuant to § 255.257, F.S.

2.50. Suspension and Debarment

2.49.1. If Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, then the Supplier hereby certifies that neither the Supplier, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2.49.2. The Supplier must comply with 2 C.P.R. pt. 180, subpart C and 2 C.P.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transactions with subcontractors and/or suppliers.

2.49.3. This certification is a material representation of fact relied upon by USF. If it is later determined that the Supplier did not comply with 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and USF, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

2.49.4. The Supplier agrees to comply with the requirements of 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of Agreement. The Supplier further agrees to include a provision requiring such compliance in its lower tier covered transactions with subcontractor and/or suppliers.

2.51. Byrd Anti-Lobbying Amendment

If the Supplier's total revenue pursuant to this Event equals One Hundred Thousand & 00/100 Dollars ($100,000) or more, then Supplier shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

2.52. Procurement of Recovered/Recycled Materials

2.51.1. When performing pursuant to this Event, Supplier shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

2.51.1.1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2.51.1.2. Meeting contract performance requirements; or,

2.51.1.3. At a reasonable price.

2.51.2. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The list of EPA-designate items is available at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products.

2.53. Access to Records

The following access to records requirements apply to this Event and Agreement:

2.52.1. The Supplier agrees to provide USF, State of Florida, funding Federal agency, Federal administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and record of the Supplier which are directly pertinent to this Event or Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

2.52.2. The Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

2.52.3. The Supplier agrees to provide any of the foregoing parties access to construction or other work sites pertaining to the work being completed under this Event or Agreement.

2.54. No Obligation

The Federal Government is not a party to this Event or Agreement and is not subject to any obligations or liabilities to the State of Florida, USF, Supplier, or any other party pertaining to any matter resulting from Agreement.

2.55. FEMA Provisions

2.54.1. In addition to all other terms and conditions contained herein, the following provisions apply to Agreements utilizing financial assistance from the Federal Emergency Management Agency ("FEMA"):

2.54.2. DHS Seal, Logo, and Flags. The Supplier shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre approval.

2.54.3. Compliance with Federal Laws, Regulations, and Executive Orders. This is an acknowledgement by Supplier that FEMA financial assistance will used to fund this agreement only. The Supplier will comply with all additional applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives required as a result of FEMA's financial assistance.

2.54.4. Fraud and False or Fraudulent. The Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this agreement.

2.56. Survivability

In the event of termination, term expiration, or the completion of services to be provided by Supplier hereunder, those provisions, which by their nature must survive Agreement to achieve their intended purpose, will remain operative and in full force and effect.

2.57. Severability

In the event any provision of this Event or Agreement is deemed to be void, invalid, or unenforceable, that provision will be severed from the remainder of this Event and Agreement so as not to cause the invalidity or unenforceability of the remainder of this Event or Agreement. All remaining provisions of this Event and Agreement will then continue in full force and effect. If any provision is deemed invalid due to its scope or breadth, such provision will be deemed valid to the extent of the scope and breadth permitted by law.

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

UNIVERSITY OF SOUTH FLORIDA

USF SPECIAL TERMS & CONDITIONS

Table of Contents

Description	Page
3. SPECIAL CONDITIONS	2
3.1. Contract Period and Renewals	2
3.2 Kickoff Meeting	2
3.3. Insurance	2
3.4. Owners Rights Reserved	3

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

3. SPECIAL CONDITIONS

3.1. Contract Period and Renewals

3.1.1. The initial term for Agreement will be for a three (3) year period ("Initial Term") USF, in accordance with its best interest, reserves the right to extend Agreement for two (2) additional one (1) year periods ("Renewal Term") by providing the Supplier written notice thereof.

3.1.2. In order to enact up to a three percent (3%) price increase to self-performed hourly labor rates for a possible Renewal Term, the Supplier must submit a written request to USF at least sixty (60) calendar days prior to the end of the Initial Term or current Renewal Term, as applicable. If the Supplier fails to submit such a request as described herein, then Supplier waives all right to a price increase during the upcoming Renewal Term. Requests for price increases in excess of three percent (3%) will be treated as requests for a three percent (3%) increase.

3.2. Kickoff Meeting

After execution of Agreement, a kickoff meeting may be scheduled between the USF Library Staff representatives and the Supplier(s) to discuss project administrative requirements, communication procedures, quotation process, rules and regulations.

3.3. Insurance

The Supplier will not commence any work in connection with Agreement until obtaining, at a minimum, all of the following types of insurance and having such insurance approved by USF. The Supplier shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained. All insurance policies shall be with insurers qualified to do business in Florida. The Supplier will furnish USF proof of insurance coverage by certificates of insurance no later than ten (10) days after Agreement is fully executed. All required insurance policies must name the University of South Florida Board of Trustees, Florida Board of Governors and the State of Florida as additional insured.

3.3.1. *Worker's Compensation Insurance.* The Supplier must secure and maintain, during the life of Agreement, Worker's Compensation Insurance for all his employees connected with the work of this project and, in case any work is sublet, the Supplier must require the insurance for all subcontractors' employees unless such employees are covered by the protection afforded by the Supplier's insurance. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in work at a project performed under Agreement is not protected under Worker's Compensation statute, the Supplier must provide, and cause each subcontractor to provide, adequate insurance satisfactory to USF, for protection of the employees not otherwise protected.

3.3.2. *General and Automobile Liability.* The Supplier must secure and maintain during the life of Agreement, comprehensive commercial general liability and comprehensive business automobile liability insurance which will protect the Supplier, its officers, employees, servants, agents, and USF from claims for damages and personal injury, including accidental death, as well as claims for property damages which may arise from operations under Agreement whether such operations be by the Supplier or by anyone directly or indirectly employed by the Supplier and the amounts of such insurance must be for, at a minimum, the amounts as follows:

3.3.2.1. Commercial General Liability:

Each occurrence:	$ 1,000,000
Personal Injury and Advertising Injury Limit:	$ 1,000,000
Fire Damage Limit (any one fire):	$ 50,000
Medical Expense Limit (any one person)	$ 5,000
Products and Completed Operations Aggregate Limit:	$ 1,000,000
Aggregate Limit (other than Products/Completed Operations:	$ 2,000,000

3.3.2.2. Business Auto Liability Insurance:

Combined Single limit	$1,000,000

3.3.2.3. Umbrella or Excess Liability: $1,000,000

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

3.3.3. *Supplier Deductibles.* USF is exempt from paying, and is in no way liable for, any sums of money which may represent a deductible in any Supplier's insurance policy. The payment of such deductible is solely the responsibility of the Supplier obtaining the insurance.

3.3.4. *Subcontractor's Liability Insurance.* The Supplier must require each of the subcontractors to secure and maintain during the life of this sub contract, insurance of the type and in the amounts specified above or shall so insure the activities of his subcontractors in his policy.

3.3.5. *Certificate of Insurance.* Certificate of Insurance forms will be furnished by the Supplier. These will be completed and signed by the authorized Resident Agent and returned to USF in accordance with this section. Certificates must be dated and show:

3.3.5.1. The name of the insured contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.

3.3.5.2. A statement that the Insurer will mail notice to USF at least thirty (30) days prior to any material changes in provisions or cancellation of the policy except (10) days for non-payment of premium.

3.4. Owner's Rights Reserved

USF reserves the right to facilitate inspections, tests, and reports to ascertain that requirements of any project awarded under Agreement are being met. Should it be found that any requirements are not being met, USF may immediately demand that Supplier take action to meet requirements. After two (2) calendar days, if Supplier fails to comply with such demand, USF may serve written notice to the Supplier identifying the requirements not being met. After two (2) calendar days, if the requirements not being met identified in the written notice have not been addressed to USF's satisfaction, then USF may issue Supplier a notice of project termination thereby immediately terminating the project. The liability of the Supplier and/or their surety for any and all such failures to meet project requirements will not be affected by any such termination. The Agreement and other projects, if any, being performed under Agreement will not be affected unless separate action is taken in accordance with Termination section of USF General Terms & Conditions for the Agreement or this section for other projects.

In addition, if the requirements of any project not being met relate to or create an urgent or emergency need, then USF reserves the right to immediately acquire goods and services from other sources as necessary to meet said requirements. USF may deduct, at its sole discretion, the cost of acquiring said goods and services, including self performance by USF personnel, from the total value of goods and services provided by Supplier for said project.

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

Table of Contents

Description Page

4. TECHNICAL SPECIFICATIONS and SCOPE OF WORK 2

4.1. General Information 2

4.2. ITN Proposal Information 2

4.3. ITN Pricing Proposal Common Categories of Library Materials 3

4.4. ITN Pricing Proposal-Common Library Services 5

4.5. Customer Support Infrastructure & Related Policies and Practices 5

4.6. Evaluation Criteria 6

4.7. Award 6

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

4. TECHNICAL SPECIFICATIONS

ITN SPECIFICATIONS and SCOPE OF SERVICES

Purpose

The intent of this Invitation to Negotiate (ITN) is to establish multiple agreements with Suppliers for library books, periodicals, and other similar materials for the institutions comprising the State University System of Florida (SUS), which include: Florida A & M University, Florida Atlantic University, Florida Gulf Coast University, Florida International University, Florida Polytechnic University, Florida State University, New College of Florida, University of Central Florida, University of Florida, University of North Florida, University of South Florida, University of West Florida, and other branches that may be established as part of the State University System (referred to herein as Institutions).

4.1. GENERAL INFORMATION

Following are general statements, questions and request for information which must be understood, acknowledged and answered by an official of the company authorized to contract with the Institutions. To eliminate unnecessary delay, please acknowledge and answer all statements and questions completely and furnish all information requested. If any statement does not apply to your particular type of business, please indicate by inserting "N.A." in the space for initialing

4.1.1. Proposal must demonstrate advantages over other methods of purchasing library materials through price, discounts, delivery method/cost, service level (including Vendor infrastructure), availability of materials, or other means.

4.1.2. Prices for current materials should not be greater than the prevailing list price established by the publishers at time of purchase, minus any allowable discount or plus any allowable service charge as shown in section 4.2.

4.1.3. In the case of those items that are no longer published, and for which a "list price" cannot be established, prices charged shall not be greater than would be charged other similar institution for the same items at the same time.

4.1.4. Discounts quoted shall prevail for the term of the contract except, that should conditions arise which are beyond the control of the vendor and which affect prices or terms or conditions of sale, such conditions will be reviewed and evaluated by the contractor. The contractor shall advise the University of South Florida of the circumstances surrounding the changes and the University shall approve or disapprove the changes as deemed appropriate, within state law.

4.1.5. The contract shall be effective for the period beginning August 1, 2023, and shall continue until July 31, 2026. The University of South Florida on behalf of the institutions reserves the right to renew the contract or any portion thereof by mutual agreement, if it should be deemed advisable and advantageous to do so for four (4) one (1)-year periods. The initial term and subsequent renewal periods shall be subject to the availability of funds.

4.1.6. For the protection of both parties, either party, without cause, may cancel the contract by giving thirty (30) days prior written notice to the other party.

4.1.7. Transportation tax, Federal Exercise tax or State Sales tax will not be charged to the Institutions. Exemption certificates will be furnished by Institutions when requested.

4.1.8. Except in the case of subscriptions for periodicals and other serials, the contractor shall be paid by the ordering Institution upon submission of properly certified invoices or vouchers, at established prices, subtracting any allowable discounts and/or adding any allowable service charges, for articles or services delivered and accepted. Vendor must show complete charges including all administrative and handling fees in part B under "Processing."

4.1.9. In the case of subscriptions for periodicals and other serials, the contractor shall be paid by the ordering Institution upon submission of invoices as stipulated in Item 26, and upon providing adequate proof the subscriptions have actually been entered in the name of the ordering institution for the period specified.

4.1.10. Contractor agrees to furnish participating Institution price schedules, catalogs and descriptive brochures as requested.

4.1.11. Use the ITN Pricing Proposal, to list your discount schedule and/or service changes for various categories of materials which you will be able to supply.

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

4.2. ITN PROPOSAL INFORMATION

4.2.1. If applicable, do charges include delivery to the ordering institution?

_____

4.2.2. If applicable, is there a minimum order? _____ If so, what is it?

_____

4.2.3. State whether an additional discount for prompt payment is allowed. _____
Describe discount and terms,

_____

_____

4.2.4. State your policy on returning merchandise.

_____

_____

4.2.5. State your policy on refunds and/or credit memoranda.

_____

_____

4.2.6. State any other special terms or conditions and/or conditions of sale.

_____

_____

_____

4.2.7. If there is any other information that would be helpful to the ordering instructions, please include it with your bid.

_____

_____

_____

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

4.3. ITN PRICING PROPOSAL – COMMON CATEGORIES OF LIBRARY MATERIALS

Listed below are the terms for the common categories of materials that you may supply. Terms for materials should be stated as (1) percentage discount rate (from list price), (2) additional service charges (if applicable), and (3) access fees for electronic resources. Additional categories may be listed as required.

	Discount	Service Charges	Access Fees
CURRENT eBOOKS			
Trade	_____	_____	_____
Scientific	_____	_____	_____
Technical	_____	_____	_____
Law	_____	_____	_____
Text	_____	_____	_____
Reference	_____	_____	_____
University Press Titles	_____	_____	_____
Society or Association Publications	_____	_____	_____
Other (specify)	_____	_____	_____
CURRENT PRINT BOOKS			
Trade	_____	_____	_____
Scientific	_____	_____	_____
Technical	_____	_____	_____
Law	_____	_____	_____
Text	_____	_____	_____
Reference	_____	_____	_____
University Press Titles	_____	_____	_____
Society or Association Publications	_____	_____	_____
Other (specify)	_____	_____	_____

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

	Discount	Service Charges	Access Fees
OUT-OF-PRINT TITLES	_____	_____	_____
PERIODICAL SUBSCRIPTIONS (PRINT)	_____	_____	_____
PERIODICAL SUBSCRIPTIONS (ELECTRONIC)	_____	_____	_____
PERIODICAL BACK FILES (PRINT)	_____	_____	_____
PERIODICAL BACK FILES (ELECTRONIC)	_____	_____	_____
MICROFORMS	_____	_____	_____
MEDIA, VISUAL	_____	_____	_____
MEDIA, AUDIO	_____	_____	_____
eMEDIA, VISUAL	_____	_____	_____
eMEDIA, AUDIO	_____	_____	_____
SHEET MUSIC	_____	_____	_____
DIGITAL DATASETS	_____	_____	_____
OTHER	_____	_____	_____

4.4. ITN PRICING PROPOSAL – COMMON LIBRARY SERVICES

Listed below are the terms for the common categories of services that you may supply. Terms for services should be fully enumerated to include (1) percentage discount rates as compared against non-SUS Institutions, (2) service charges (if applicable), and (3) access fees for electronic resources. Additional service categories may be listed as required. Take additional space to fully enumerate services as needed.

	Discount	Service Charges	Access Fees
SUBSCRIPTION SERVICES	_____	_____	_____
PROCESSING SERVICES	_____	_____	_____
STATISTICAL REPORTING	_____	_____	_____
ARCHIVAL SERVICES	_____	_____	_____
BINDING SERVICES	_____	_____	_____
OTHER	_____	_____	_____

4.5. CUSTOMER SUPPORT INFRASTRUCTURE & RELATED POLICIES/PRACTICES

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

Listed below are a series of questions concerning a Vendor's potential customer support infrastructure, policies and practices. These will be considered in the evaluation phase. Additional items may be listed as required.

Do you assign a "point of contact" to work with customers? _____

What mechanisms are available to customers who need to communicate questions or concerns?

_____

_____

Once in receipt of a question or concern, what is your typical response time?

_____

_____

How is invoicing accomplished (e.g., electronic transfer, postal mail, email attachment, etc.)?

_____

_____

Do you provide summary statements OR access to a database of transacted business? If affirmative, what is the frequency of update/delivery?

_____

_____

Do you have a technology platform on which all business can be conducted if that is the customer's preference? Please describe the system's capabilities/limitations.

_____

_____

_____

_____

Do you provide quotes stating the projected cost of a service or material in advance of invoicing? If affirmative, are quotes routinely provided or are they provided on demand? If affirmative, how are the quotes disseminated?

_____

_____

Can you provide an annual statement summarizing cost savings on the institutional level?

_____

_____

4.6. Evaluation Criteria

- 4.6.1. Supplier must have a minimum five (5) years relevant experience
- 4.6.2. Supplier must provide list of a minimum of three (3) customers of similar size and scope as USF has described in this solicitation.
- 4.6.3. Supplier's Rates;
- 4.6.4. Content of Supplier Statement provided with Supplier Bid.
- 4.6.5. Financial Viability of Supplier

4.7. Award

When a Supplier quotation has been accepted, a USF Purchase Order ("PO") will be issued by Procurement Services and work will be coordinated through an FM PM or other officially designated USF representative. Supplier acknowledges the actual value of work authorized by USF and subsequently performed by Supplier under a Project may be significantly less than the total award amount under a given PO. Supplier agrees that it will not make any claim for damages or loss of profits due to a difference between the award amount and the actual amount of work authorized by USF and subsequently performed by Supplier.

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

UNIVERSITY of SOUTH FLORIDA

SUPPLIER STATEMENT INSTUCTIONS

Supplier must draft a typewritten Supplier Statement in 12-point font (Garamond, Arial, or Calibri) including the following sections:

1. Supplier Summary

   Describe Supplier's background and business activities in the Tampa Bay region and elsewhere. This section should include evidence of Supplier's time in business providing services covered under this Event, experience providing services covered under this Event to commercial and, particularly, public sector entities; experience performing under continuing service contracts; and capacity to muster the necessary labor force through present staff, augmentation thereof, and/or subcontractor relationships, evidence that the supplier maintains permanent places of business and have adequate equipment, finances, personnel, and inventory to furnish the items offered satisfactorily and expeditiously, and can provide the necessary services.

2. Key Personnel

   List of names and work records of all key personnel who will perform work under this agreement, including, project managers, supervisors, superintendents, employees, and/or administrative support staff, and/or Subcontractors who will be assigned to oversee this contract. This section should include each employee's length of employment with supplier, amount of experience, and all relevant training and certifications. Contact information for all management or administrative level employees should be provided (e-mail & phone).

3. Recent Projects

   Prepare a list of and brief description of all current and past (within the last 24 months) contracts of comparable size and scope. List shall be complete with: Facility name and location, brief description of services, contract dates, Owner/Primary contact names, address, e-mail address and telephone number. The University reserves the right to randomly check references.

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

PART B: ITN PROPOSAL INFORMATION

1. If applicable, do charges include delivery to the ordering institution?

_____

2. If applicable, is there a minimum order? _____ If so, what is it?

_____

3. State whether an additional discount for prompt payment is allowed _____
Describe discount and terms,

_____

_____

4. State your policy on returning merchandise.

_____

_____

5. State your policy on refunds and/or credit memoranda.

_____

_____

6. State any other special terms or conditions and/or conditions of sale.

_____

_____

_____

7. If there is any other information that would be helpful to the ordering instructions, please include it with your bid.

_____

_____

_____

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

PART C: ITN PRICING PROPOSAL – COMMON CATEGORIES OF LIBRARY MATERIALS

Listed below are the terms for the common categories of materials that you may supply. Terms for materials should be stated as (1) percentage discount rate (from list price), (2) additional service charges (if applicable), and (3) access fees for electronic resources. Additional categories may be listed as required.

	Discount	Service Charges	Access Fees
CURRENT eBOOKS			
Trade	_____	_____	_____
Scientific	_____	_____	_____
Technical	_____	_____	_____
Law	_____	_____	_____
Text	_____	_____	_____
Reference	_____	_____	_____
University Press Titles	_____	_____	_____
Society or Association Publications	_____	_____	_____
Other (specify)	_____	_____	_____
CURRENT PRINT BOOKS			
Trade	_____	_____	_____
Scientific	_____	_____	_____
Technical	_____	_____	_____
Law	_____	_____	_____
Text	_____	_____	_____
Reference	_____	_____	_____
University Press Titles	_____	_____	_____
Society or Association Publications	_____	_____	_____
Other (specify)	_____	_____	_____

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

OUT-OF-PRINT TITLES	_____	_____	_____
PERIODICAL SUBSCRIPTIONS (PRINT)	_____	_____	_____
PERIODICAL SUBSCRIPTIONS (ELECTRONIC)	_____	_____	_____
PERIODICAL BACK FILES (PRINT)	_____	_____	_____
PERIODICAL BACK FILES (ELECTRONIC)	_____	_____	_____
MICROFORMS	_____	_____	_____
MEDIA, VISUAL	_____	_____	_____
MEDIA, AUDIO	_____	_____	_____
eMEDIA, VISUAL	_____	_____	_____
eMEDIA, AUDIO	_____	_____	_____
SHEET MUSIC	_____	_____	_____
DIGITAL DATASETS	_____	_____	_____
OTHER	_____	_____	_____

PART D: ITN PRICING PROPOSAL – COMMON LIBRARY SERVICES

Listed below are the terms for the common categories of services that you may supply. Terms for services should be fully enumerated to include (1) percentage discount rates as compared against non-SUS Institutions, (2) service charges (if applicable), and (3) access fees for electronic resources. Additional service categories may be listed as required. Take additional space to fully enumerate services as needed.

	Discount	Service Charges	Access Fees
SUBSCRIPTION SERVICES	_____	_____	_____
PROCESSING SERVICES	_____	_____	_____
STATISTICAL REPORTING	_____	_____	_____
ARCHIVAL SERVICES	_____	_____	_____
BINDING SERVICES	_____	_____	_____

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

OTHER _____ _____ _____

PART E: CUSTOMER SUPPORT INFRASTRUCTURE & RELATED POLICIES/PRACTICES

Listed below are a series of questions concerning a Vendor's potential customer support infrastructure, policies and practices. These will be considered in the evaluation phase. Additional items may be listed as required.

Do you assign a "point of contact" to work with customers? _____

What mechanisms are available to customers who need to communicate questions or concerns?

_____

_____

Once in receipt of a question or concern, what is your typical response time?

_____

_____

How is invoicing accomplished (e.g. electronic transfer, postal mail, email attachment, etc.)?

_____

_____

Do you provide summary statements OR access to a database of transacted business? If affirmative, what is the frequency of update/delivery?

_____

_____

Do you have a technology platform on which all business can be conducted if that is the customer's preference? Please describe the system's capabilities/limitations.

_____

_____

_____

_____

Do you provide quotes stating the projected cost of a service or material in advance of invoicing? If affirmative, are quotes routinely provided or are they provided on demand? If affirmative, how are the quotes disseminated?

_____

_____

Can you provide an annual statement summarizing cost savings on the institutional level?

_____

_____

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

EBSCO

University of South Florida

Library Materials

2023-069-ITN-PRO

April 26, 2023

Original

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

EBSCO
Information Services

April 26, 2023

University of South Florida
Purchasing Services
Michael Hernandez
4202 E. Fowler Avenue AOC 200
Tampa, Florida 33620-9000

Dear Mr. Hernandez,

Thank you for allowing EBSCO Information Services to present this subscription proposal to the University of South Florida. EBSCO is the leading provider of subscription services and databases. We service thousands of academic libraries in the United States and would welcome the opportunity to continue managing your subscription account.

EBSCO is offering to provide subscription services to the University of South Florida at the following service charges:
Periodical Subscriptions (Print): 0.50%
Periodical Subscriptions (Electronic): 0.50%
Periodical Back Files (Print): 0.50%
Periodical Back Files (Electronic): 0.50%
Other (Commissioned E-Packages): 0.00% (AAAS, Mary Ann Liebert, Project Muse, SAGE, Springer, OUP, Taylor & Francis, Wiley)
Other (Non-Commissioned E-Packages): 0.95% (Elsevier, IOP, CUP and SPIE)
Subscription Services: 0.50%

With this offer, the University of South Florida's current effective service charge of 0.89% will decrease to 0.66%.

Loyalty Credit (Years 1 & 2)
In appreciation of your continued partnership with EBSCO, should your serials business be awarded to us we will offer a quarter of a percent (0.25%) loyalty renewal credit on subscriptions processed in the fall of 2023 and 2024 (value of approximately $6,650 per year based on current spend). Please note, this credit would not apply to Elsevier titles should the University decide to include those as part of the award. The credit will be issued in the fall of the next year, prior to renewal, and can be applied to the next year's subscription renewal invoice or towards any other purchase from EBSCO, including additional subscriptions, databases, SaaS or eBooks.

Prepayment Credit
EBSCO offers institutions the opportunity to realize savings by participating in our prepayment program. When EBSCO receives a prepayment of $10,000 or more, we will credit the University's account for the amount of the prepayment plus an additional credit as noted

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

below. The prepayment schedule noted is for 2023 and has been included for your reference; percentages are based on the current interest rate environment and may fluctuate from year to year.

Date of Prepayment Received By EBSCO	Subscriptions, ePackages & Read and Publish (RAP) *	Elsevier ScienceDirect
May 1 - May 31, 2023	2.50%	0.50%
June 1 - June 30, 2023	2.00%	0.50%
July 1 - July 31, 2023	1.50%	0.25%
August 1 - August 31, 2023	1.00%	
September 1 - September 30, 2023	0.50%	

* Excludes prepayment on Elsevier ScienceDirect.

For example, if EBSCO receives a $100,000.00 prepayment on Subscriptions by May 31, 2023, your library will receive a credit in the amount of $2,500.00. You may use this credit toward products or services purchased through EBSCO.

Upon request, EBSCO will match or beat other agents' prepayment rates.

Usage Consolidation & Usage Loading Service (UC/ULS)
If The University of South Florida chooses EBSCO as its primary subscription vendor, we will provide Usage Consolidation and bi-annual loading of usage for up to 5 platforms at no cost to the library for the life of the contract (value of $4,365 per year). EBSCO Usage Consolidation is an easy to use, cost-effective tool for collecting and managing usage data for e-resources. With Usage Consolidation, you can track usage for all your e-resources, report on usage of titles and databases, and quickly identify your most- and least-used resources.

Flipster
Continuing its tradition of working with libraries to help users quickly and conveniently access the content they want and need, EBSCO presents Flipster Digital Magazines as an easy way to access magazine content on the go. Flipster provides the ability for students and teachers to access many popular titles via computer, tablet, and phone. Should the University choose to make EBSCO its primary subscription agent, we will offer a 50% discount on Flipster digital magazine titles. With this exciting offer, libraries are able to offer both print and digital editions of highly in-demand titles, as well as build their digital library collection and capitalize on existing subscriptions – all while maximizing budget. Your EBSCO representative is available at any time for a demonstration.

EBSCO agrees to extend the terms of this agreement to the institutions comprising the State University System of Florida (SUS). However, EBSCO reserves the right to assign an individual service charge to each institution, based on the titles included in their list.

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

EBSCO
Information Services

EBSCO's intent is to hold the above offer firm for the term of the agreement. Should the Library make a significant change in the volume of content ordered (+/- 15% in dollar value), or if EBSCO's arrangements with its major suppliers change significantly, EBSCO reserves the right to review pricing terms to ensure the profitability of the revised account is sufficient to cover provided services.

Should the University of South Florida choose to keep EBSCO as its primary subscription agent, your library will continue to enjoy the same superior customer service with its personal representative, Sandra Howitt. Sandra will continue managing your entire account; your library will have direct access to Sandra by email or toll-free phone at any time. You will also retain access to EBSCONET, our web interface for managing orders and claims. Complimentary training on EBSCONET and other EBSCO products is available to library staff and other users.

We appreciate your review of our subscription proposal.

Best Regards,

Bowen Thagard

Bowen Thagard
Senior Vice President, EIS Operations & Finance
EBSCO Information Services, LLC

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

TABLE OF CONTENTS

TECHNICAL SPECIFICATIONS AND SCOPE OF SERVICES 2

4.1. GENERAL INFORMATION 2

4.2. ITN PROPOSAL INFORMATION 4

4.3. ITN PRICING PROPOSAL – COMMON CATEGORIES FOR LIBRARY MATERIALS 7

4.4. ITN PRICING PROPOSAL – COMMON LIBRARY SERVICES 7

4.5. CUSTOMER SUPPORT INFRASTRUCTURE & RELATED POLICIES/PRACTICES 7

CLARIFICATIONS 11

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

TECHNICAL SPECIFICATIONS AND SCOPE OF SERVICES

4.1. GENERAL INFORMATION

Following are general statements, questions and request for information which must be understood, acknowledged and answered by an official of the company authorized to contract with the Institutions. To eliminate unnecessary delay, please acknowledge and answer all statements and questions completely and furnish all information requested. If any statement does not apply to your particular type of business, please indicate by inserting "N.A." in the space for initialing.

4.1.1. Proposal must demonstrate advantages over other methods of purchasing library materials through price, discounts, delivery method/cost, service level (including Vendor infrastructure), availability of materials, or other means.

- Our KPI for customer communication is to respond to all queries within 1 business day. Others commit to 48 hours or differentiate between response time based on types of communication.
- EBSCO is the only vendor that will assign a dedicated Account Services Manager to your Library. Your Account Services Manager, Jodi Upton, has 20 years' experience with EBSCO and acts as a consultant to help the library take full advantage of EBSCO services.
- You will have a dedicated Customer Service Representative, Sandra Howitt. Sandra has almost 9 years' experience and is backed up by a team who is dedicated to academic libraries.
- EBSCONET Renewal Integration Service with Alma provides time-saving efficiencies to customer's overall journal renewal workflows. This service is available at no additional cost and EBSCO is the only subscription agent offering this cutting-edge technology.
- With more than 395,000 titles, EBSCO has the largest catalogue of titles to order compared to other vendors. Ordering subscriptions through EBSCO is simple and efficient; you can place an order via EBSCONET, our online subscription management system or via phone call or email to your dedicated Customer Service Representative.
- 59% of the 395,000 titles in our database are from international publishers. EBSCO has nearly 3,000 employees worldwide, and 35 divisions in 25 countries. With this coverage, you can be certain that EBSCO can provide all your international title needs.
- While other vendors have a partnership, EBSCO has a proprietary digital magazine platform, Flipster. EBSCO can help you develop both digital and print collections.
- EBSCO works with more libraries than any other vendor for EDI.
- EBSCO provides twenty-seven management reports at no charge via EBSCONET, more than any of our competitors.
- Our Customer Service Portal provides a single repository for communication that can be made visible to multiple library staff.
- EBSCO's databases and discovery tools allow seamless integration of your subscription data.
- EBSCO's publisher operations team has dedicated teams for both consumer and academic titles, ensuring that the unique requirements of each publisher type are considered as we exchange order and other subscription information.

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

4.1.2. Prices for current materials should not be greater than the prevailing list price established by the publishers at time of purchase, minus any allowable discount or plus any allowable service charge as shown in section 4.2.

EBSCO complies. EBSCO will always use the publisher's retail list or quoted price, which is clearly shown on each invoice. The only exceptions are titles for which a publisher does not offer a sufficient discount to EBSCO. These titles will incur a surcharge, currently of up to $15.00, which will be added to the list price. This surcharge is subject to change based on market conditions and our agreements with publishers.

4.1.3. In the case of those items that are no longer published, and for which a "list price" cannot be established, prices charged shall not be greater than would be charged other similar institution for the same items at the same time.

EBSCO complies.

4.1.4. Discounts quoted shall prevail for the term of the contract except, that should conditions arise which are beyond the control of the vendor and which affect prices or terms or conditions of sale, such conditions will be reviewed and evaluated by the contractor. The contractor shall advise the University of South Florida of the circumstances surrounding the changes and the University shall approve or disapprove the changes as deemed appropriate, within state law.

EBSCO will inform you in advance of any change to your service charge or discount. EBSCO does not control publisher price increases and cannot notify customers of all increases prior to invoice. However, EBSCO can set up automated price increase alerts to advise you of increases exceeding a certain threshold (established by you) prior to renewal. These alerts are sent via e-mail and titles will not be renewed until authorized by you.

4.1.5. The contract shall be effective for the period beginning August 1, 2023, and shall continue until July 31, 2026. The University of South Florida on behalf of the institutions reserves the right to renew the contract or any portion thereof by mutual agreement, if it should be deemed advisable and advantageous to do so for four (4) one (1)-year periods. The initial term and subsequent renewal periods shall be subject to the availability of funds.

EBSCO complies.

4.1.6. For the protection of both parties, either party, without cause, may cancel the contract by giving thirty (30) days prior written notice to the other party.

EBSCO complies.

4.1.7. Transportation tax, Federal Exercise tax or State Sales tax will not be charged to the Institutions. Exemption certificates will be furnished by Institutions when requested.

EBSCO complies.

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

4.1.8. Except in the case of subscriptions for periodicals and other serials, the contractor shall be paid by the ordering institution upon submission of properly certified invoices or vouchers, at established prices, subtracting any allowable discounts and/or adding any allowable service charges, for articles or services delivered and accepted. Vendor must show complete charges including all administrative and handling fees in part B under "Processing."

N/A

4.1.9. In the case of subscriptions for periodicals and other serials, the contractor shall be paid by the ordering institution upon submission of invoices as stipulated in item 26, and upon providing adequate proof the subscriptions have actually been entered in the name of the ordering institution for the period specified.

EBSCO sends full payment to publishers with your order to ensure prompt service. Generally, an EBSCO order serves as proof of payment for your subscriptions. Should additional proof of payment be required, your customer service representative can work with you or the publisher to provide this documentation.

Your invoice contains an EBSCO order number; this number remains with the title for the life of the order, is included on your invoice and is a searchable field on EBSCONET.

4.1.10. Contractor agrees to furnish participating institution price schedules, catalogs and descriptive brochures as requested.

EBSCO complies. EBSCONET, our subscription and e-resource management web service, is available 24 hours a day, 7 days a week. This value-added service is available to our customers free of charge.

With EBSCONET, you can search our title database and view details for more than 395,000 titles from over 80,000 publishers around the world, including prices, basic bibliographic information, available formats, and publication frequency, and access details, activation instructions and license terms for online titles.

4.1.11. Use the ITN Pricing Proposal, to list your discount schedule and/or service changes for various categories of materials which you will be able to supply.

Please see the ITN Pricing Proposal.

4.2. ITN PROPOSAL INFORMATION

4.2.1. If applicable, do charges include delivery to the ordering institution?

Yes

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

4.2.2. If applicable, is there a minimum order? If so, what is it?

EBSCO does not have a minimum order requirement. However, if your orders change by an amount greater than 15%, or if EBSCO's agreed-upon publisher terms and arrangements are significantly altered during the contract period, we reserve the right to review the service charge offered.

4.2.3. State whether an additional discount for prompt payment is allowed. YES*

Describe discount and terms.

*EBSCO does not provide prompt payment discounts. Alternatively, we offer institutions the opportunity to realize savings by participating in our pre-payment program. When EBSCO receives a prepayment of $10,000 or more, we will credit the University's account for the amount of the prepayment plus an additional credit as noted below. The prepayment schedule noted is for 2023 and has been included for your reference; percentages are based on the current interest rate environment and may fluctuate from year to year.

Date of Prepayment Received By EBSCO	Subscriptions, ePackages & Read and Publish (RAP) *	Elsevier ScienceDirect
May 1 - May 31, 2023	2.50%	0.50%
June 1 - June 30, 2023	2.00%	0.50%
July 1 - July 31, 2023	1.50%	0.25%
August 1 - August 31, 2023	1.00%	
September 1 - September 30, 2023	0.50%	

*** Excludes prepayment on Elsevier ScienceDirect.**

For example, if EBSCO receives a $100,000.00 prepayment on Subscriptions by May 31, 2023, your library will receive a credit in the amount of $2,500.00. You may use this credit toward products or services purchased through EBSCO.

Upon request, EBSCO will match or beat other agents' prepayment rates.

4.2.4. State your policy on returning merchandise.

EBSCO supports a variety of claiming methods for lost, damaged or missing issues and will handle replacement requests accordingly. We supply credits and refunds as allowed by the publisher.

EBSCO can accept cancellations at any time during the subscription period, except where prevented by publisher policy. If an order is canceled, we will credit your account an amount equal to what we are refunded by the publisher, less a processing fee of $30.00 per title. This processing fee does not apply if you elect to cancel the title at the time of renewal or if the publisher ceases publication.

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

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

Cancellations will be processed and acknowledged within two business days. Cancellation policies are included at the title level in EBSCONET for review prior to cancellation. The library will be notified promptly if cancellation is restricted by publisher policy.

4.2.5. State your policy on refunds and/or credit memoranda.

EBSCO sends monthly credit memos showing credits to the Library's accounts resulting from overcharges, cancellations or cessations. Cancellation fees are deducted from the publisher's credit if the cancellation is made by the Library midterm. Credit memos and supplemental invoices are issued on the 13th of each month for the previous month. These memos show the title being credited as well as the reason for the credit. Outstanding credits will be carried on the customer's account until EBSCO is advised to apply the credit or the customer requests reimbursement.

4.2.6. State any other special terms or conditions and/or conditions of sale.

N/A

4.2.7. If there is any other information that would be helpful to the ordering instructions, please include it with your bid.

Ordering subscriptions through EBSCO is simple and efficient; you can place an order using whatever method best suits your institution:

- Via EBSCONET, our online subscription management system
- Via phone call or email to your Customer Service Representative

When we receive your order, we send order instruction and payments to the publisher. Orders are sent according to proprietary arrangements with each publisher, which optimizes their ability to fulfill orders quickly. Orders for print serials are submitted within three working days, orders for online content are sent to publishers daily when possible. Your Customer Service Representative will make every effort to expedite a subscription order when notified that immediate access is required.

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

New orders should be submitted at least six (6) weeks prior to the subscription start date to ensure timely subscription start. EBSCO will work with the library and with publishers to rush orders when necessary, with the intention of avoiding late starts.

Ordering via EBSCONET provides a secure ordering environment, the ability to designate EBSCONET users permitted to place orders and access to EBSCO's entire database for title selection. Via EBSCONET, you can see order status and make modifications if necessary. New orders are visible in the Orders section of EBSCONET as soon as they are placed. Based on publishers' cancellation policies, you may cancel orders via EBSCONET.

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

You can see your order history for the previous six years and the current year for all orders placed through EBSCO.

4.3. ITN PRICING PROPOSAL – COMMON CATEGORIES FOR LIBRARY MATERIALS

Please see attachment labeled **ITN Pricing Proposal, Part C.**

4.4. ITN PRICING PROPOSAL – COMMON LIBRARY SERVICES

Please see attachment labeled **ITN Pricing Proposal, Part D.**

4.5. CUSTOMER SUPPORT INFRASTRUCTURE & RELATED POLICIES/PRACTICES

Listed below are a series of questions concerning a Vendor's potential customer support infrastructure, policies and practices. These will be considered in the evaluation phase. Additional items may be listed as required.

Do you assign a "point of contact" to work with customers? YES

What mechanisms are available to customers who need to communicate questions or concerns?

You may contact your EBSCO Customer Service Representative via phone call, email, fax, or EBSCONET's Customer Service Portal.

The Customer Service Portal within EBSCONET provides a central location for communicating with your EBSCO Customer Service Representative and provides an archive of all communications. The Customer Service Portal allows users to enter queries related to:

- Online Access Issues
- Print Claims
- Account/Invoice Questions
- Order-Specific Queries
- General Questions

Queries entered into the Customer Service Portal allow you to enter questions or information as well as supporting documents or screenshots. Each entry creates a ticket for your EBSCO Customer Service Representative, who will respond within EBSCONET. The chain of communication for all service requests is available for review within the Portal at any time. Order-specific claims and questions are also visible at the order level within the Orders and Renewals sections of EBSCONET for easy reference.

The EBSCONET Customer Service portal also provides proactive notification if a new online subscription requires registration. A "Registration Required" service request is added to the Customer Service Portal in advance of the order's start date. This communication will include instructions for establishing online access, as well as the registration URL.

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

Once in receipt of a question or concern, what is your typical response time?

Sandra Howitt, your Customer Service Representative, will respond within 1 business day. She will personally handle any questions you have concerning orders, delivery, claims, renewals, e-journal access, and troubleshooting. Sandra works in EBSCO's Regional Office in Birmingham, AL, and can be reached via a direct toll-free number 855-258-6993 or by e-mail at showitt@ebsco.com.

All of EBSCO's Customer Service Representatives work in dedicated teams, sharing common issues and helping to propose solutions. Their team structure helps them collaborate on solutions to ensure the best service for your account. In addition, this team structure enables us to provide a back-up Customer Service Representative who also knows your account and is available when your primary Customer Service Representative is not in the office. This ensures a response to communications within 1 business day.

How is invoicing accomplished (e.g., electronic transfer, postal mail, email attachment, etc.)?

EBSCO invoices are available in both print and electronic format. PDF or Excel formats of current and prior invoices are instantly available via EBSCONET. Invoices are also available via EDI for your ILS and can be downloaded from EBSCONET.

EBSCO's invoice is designed to serve as a payment document, and contains the following information:

- Bill-to Address
- Ship-to Address
- EBSCO Account Number
- ISSN/eISSN
- Title Name
- EBSCO Title Number
- Frequency
- Format
- Purchase Order Number
- Term
- Start Date
- Volume/Coverage Information
- Quantity (if more than one)
- Fund Code
- ILS Number
- Price

Service charges or discounts are listed on the item level or at the end of each invoice.

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

Do you provide summary statements OR access to a database of transacted business? If affirmative, what is the frequency of update/delivery?

EBSCONET provides real-time access to all current and previous orders. Invoices, credits and account summary statements are posted to EBSCONET as produced and are available electronically.

Do you have a technology platform on which all business can be conducted if that is the customer's preference? Please describe the system's capabilities/limitations.

EBSCONET, our online subscription and e-resource management platform, allows for the management of your entire subscription account and is available to you 24 hours a day, 7 days a week. It is the premier serials management system used by libraries worldwide and is a value-added service provided at no charge to customers of EBSCO's subscription services division.

EBSCONET is designed to be an interactive platform where customers can not only view comprehensive details about their subscription accounts but can also communicate and exchange data with EBSCO in a variety of ways, including through the Customer Service Portal and comprehensive online renewal tools.

With EBSCONET, you can search the entire EBSCO catalog as well as your current and past orders. EBSCONET lets you:

- Search our title database and view title details for more than 395,000 titles from 80,000 publishers worldwide, including all available formats and purchase options
- Place orders
- View real-time information about your orders
- Access historical order information for up to seven years (in detail) and order history at the title level back to the mid-1990s
- Manage renewals for individual titles and e-journal packages
- View detailed information about publishers' online access policies and license terms
- Generate and download reports, and use the EBSCONET Analytics tool to evaluate your collection using a variety of facets
- Place and follow up on claims
- Report and track subscription-related issues via our Customer Service Portal
- Receive title notifications advising you of important changes to your subscriptions, including changes in publisher, frequency, number of issues, format, and title status
- Download copies of invoices, credit memos and monthly account statements

EBSCONET is specifically designed to help you manage each stage of the subscription life cycle and empowers you to make informed, timely decisions about the resources you have on order.

Flexible account permissions allow libraries to create an unlimited number of administrative accounts, as well as multiple user accounts for individual library staff, providing them with access only to the features they need. Staff accounts can be restricted to read-only access or allow full editing

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

functionality with multiple levels of user authorization, allowing you to tailor EBSCONET access to your library's needs and workflow.

You can also use EBSCONET to determine whether alternative formats are available or if a title is available in a publisher package. Publishers' terms and conditions are clearly displayed so you can view policies on orders, cancellations and claims. You can also review publisher access instructions (including URLs), license details and pricing models for online titles.

Do you provide quotes stating the projected cost of a service or material in advance of invoicing? If affirmative, are quotes routinely provided or are they provided on demand? If affirmative, how are the quotes disseminated?

Quotes for new subscriptions can be provided upon request prior to purchase. They are available electronically; alternatively, a quote can be self-generated from the EBSCONET orders cart. The EBSCONET quote shows the publisher price at the time of quote generation, with a blue dot to indicate which prices are not currently updated.

EBSCO will always generate your renewal list at least six months prior to the annual renewal date of your subscriptions. Your renewal list will be available on EBSCONET; an email will prompt you when renewals are ready for your review. We can also provide the renewal list in PDF or Excel format via email.

Your online renewal list is grouped by EBSCO Account Number and includes the following information:

- Title Name
- Order Number
- Fund Code
- ILS Number
- Format
- Publisher
- Start Date
- Subscriber
- Quantity
- Retail Price
- Updated price indicator
- Alternative formats availability

EBSCO's online renewals interface features a streamlined user experience including a simplified grid format, the ability to make format, quantity and other changes in-line without having to navigate to another page, and a "shopping cart" checkout experience. All titles that can be renewed are in your cart when you access your renewal. Titles can easily be added to the cart, removed (cancelled) from your cart, or placed on hold.

A dashboard at the top of the screen maintains a running total (both number and price) of subscriptions selected for renewal as well as those set to hold or cancel.

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

Can you provide an annual statement summarizing cost savings on the institutional level?

EBSCO, as an agent, provides services that reduce administrative costs to the library for managing subscriptions from hundreds of publishers. Upon request, we can provide an analysis of projected cost savings to the library.

CLARIFICATIONS

USF General Terms and Conditions – Section 2.40. Intellectual Property

EBSCO cannot protect customers who misuse subscription content that we order on their behalf. Publications are covered by copyright law and fair use, and the purchaser or end user accepts responsibility for any misuse of the content.

Supplier Business Information – Section 1.4. Visa Payments

EBSCO prefers payment via check and ACH. If paying with a credit card, a surcharge may apply.

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

Willey, Jessica

From: Collier, Kevin
Sent: Monday, November 27, 2023 9:56 AM
To: Haile, Jill
Subject: RE: Library Review Request: EBSCO Information Services Piggyback

Jill,

The only requirement that we would ask for would be the following:

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Please let me know if you have questions.

Thank you!

Kevin

Kevin F Collier
Property & Casualty Insurance Compliance Manager
Finance and Administration Department
City of Jacksonville
117 W. Duval Street Suite 335
Jacksonville, FL 32202-3381
Ckevin@coj.net
904-255-5314
904-742-0040

Please note that under Florida's very broad public records law, email communications to and from City officials are subject to public disclosure.

From: Haile, Jill <JHaile@coj.net>
Sent: Tuesday, November 21, 2023 11:18 AM
To: Collier, Kevin <CKevin@coj.net>
Cc: Miller, Stephanie <SStokes@coj.net>
Subject: RE: Library Review Request: EBSCO Information Services Piggyback

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

Thank you Kevin.

Have a happy holiday weekend!
Jill

From: Collier, Kevin <CKevin@coj.net>
Sent: Tuesday, November 21, 2023 11:16 AM
To: Haile, Jill <JHaile@coj.net>
Cc: Miller, Stephanie <SStokes@coj.net>
Subject: Re: Library Review Request: EBSCO Information Services Piggyback

Jill,

I'm out of the office until Monday, I'll have this to you first thing Monday morning.

Kevin

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Haile, Jill <JHaile@coj.net>
Sent: Tuesday, November 21, 2023 9:46:18 AM
To: Collier, Kevin <CKevin@coj.net>
Cc: Miller, Stephanie <SStokes@coj.net>
Subject: RE: Library Review Request: EBSCO Information Services Piggyback

Hi Kevin,

I left a voicemail message for you in response to your call.

Yes, we are requesting Insurance and Indemnification requirement documents. I mentioned in my message that it is similar to what Lynn Jacobson just asked for in relation to piggybacking with Hillsborough County for Beanstack-Zoobean.

Please let me know that the attachments I provided have the information you need to prepare Risk requirement documents.

Thank you!

Jill

Jill Haile, Collection Librarian Manager
Jacksonville Public Library
3435 University Blvd N. 32277
Office: 904-255-6036
E-mail: jhaile@coj.net
www.jaxpubliclibrary.org

Please note that under Florida's public records law, e-mail communications to and from City Officials are subject to public disclosure.

From: Collier, Kevin <CKevin@coj.net>
Sent: Monday, November 20, 2023 2:39 PM

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

To: Haile, Jill <JHaile@coj.net>
Subject: RE: Library Review Request: EBSCO Information Services Piggyback

Hi Jill,

I'm sorry I didn't get back to you sooner!

Are you looking for me to provide you with Insurance requirements?

Kevin

Kevin F Collier
Property & Casualty Insurance Compliance Manager
Finance and Administration Department
City of Jacksonville
117 W. Duval Street Suite 335
Jacksonville, FL 32202-3381
Ckevin@coj.net
904-255-5314
904-742-0040

Please note that under Florida's very broad public records law, email communications to and from City officials are subject to public disclosure.

From: Haile, Jill <JHaile@coj.net>
Sent: Wednesday, November 15, 2023 2:53 PM
To: RiskReview <RiskReview@coj.net>
Cc: Collier, Kevin <CKevin@coj.net>; Miller, Stephanie <SStokes@coj.net>; Mitchell, Gretchen <GMITCH@coj.net>
Subject: Library Review Request: EBSCO Information Services Piggyback

Good Afternoon,

We are looking at the possibility of piggybacking on a contract from University of South Florida for periodicals (magazine & newspaper) subscriptions from EBSCO Information Services LLC (EBSCO). I have attached your department's Request to Review form, EBSCO's Contract Participation Letter for the Library, I've also attached the University of South Florida Library Materials 2023-069-ITN-PRO bid document, EBSCO'S Customer service Agreement and EBSCO'S Award e-mail that we asking to Piggyback off of.

We are requesting approval to piggyback, and the specifics to liability and indemnification are in Section 2 of Library Materials 2023-069-ITN-PRO.

Please let me know if you need any additional information from me.

Thank you,

Jill

Jill Haile, Collection Librarian Manager

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

Jacksonville Public Library
3435 University Blvd N. 32277
Office: 904-255-6036
E-mail: jhaile@coj.net
www.jaxpubliclibrary.org

Please note that under Florida's public records law, e-mail communications to and from City Officials are subject to public disclosure.

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

Renewal No. 1 to Agreement 2024-004189-CA-PRO

This RENEWAL No. 1 to a previous Agreement ("Original Agreement") executed August 1, 2023 by and between the University of South Florida Board of Trustees, a public body corporate ("USF") and EBSCO INFORMATION SERVICES, LLC. ("Supplier"), is effective August 1, 2026 ("Effective Date") and executed the date last signed below ("Execution Date"). USF and SUPPLIER collectively known herein as "the Parties".

WHEREAS, SUPPLIER is still able to perform the Services as described in the Agreement.

WHEREAS, exercising USF's option to renew as outlined in the Original Agreement has been found to be in the best interest of USF.

NOWTHEREFORE, the Parties hereby agree as follows:

1. The Agreement is hereby renewed through August 1, 2027 in accordance with the terms and conditions of the Original Agreement. **The pricing remains the same and shall be exercised based on individual orders as needed by USF.**
2. Remaining options to renew are adjusted to 1 of one-year terms.
3. Agreements will not automatically renew and will cease to continue after the end of the term if not renewed in writing in order to be effective.
4. Web Accessibility. Supplier acknowledges that USF is required by law to implement the Web Content Accessibility Guidelines and technical standards (WCAG) established in accordance with 28 CFR Part 35 and Title II of the American's with Disabilities Act and agrees that any web-based content, software and mobile applications created while providing the Services shall comply with applicable WCAG standards.
5. Accessing and Protecting Personal Information. To the extent Supplier comes into contact with or has USF's information in its possession, Supplier agrees to implement reasonable and appropriate safeguards to protect Personal Information, as defined in § 501.171, Florida Statutes and educational records as defined in § 1002.225, Florida Statutes and 20 U.S.C. § 1232 ("Personal Information"), maintain the security of Personal Information, prevent unauthorized use, access, disclosure, alteration and/or destruction of Personal Information, limit access to Personal Information it comes into contact with or possesses on behalf of USF to those of its employees who have a need to access the Personal Information in order to perform their job functions and ensure that such employees are aware of the confidentiality obligations of this section and have agreed to comply with these obligations. Supplier also agrees that if it becomes aware of any unauthorized use, access, or disclosure of the Personal Information, or has a reasonable belief that substantial risk of unauthorized use, access, or disclosure exists, it will provide written notice to USF without unreasonable delay (but in no event, more than five (5) days) from the discovery of such unauthorized use, access, or disclosure. Supplier shall cooperate fully to assist USF in identifying individuals potentially affected by such unauthorized use, access, or disclosure. Supplier shall be responsible for all reasonable costs and expenses actually incurred by USF, including the cost of providing any required notifications, in connection with responding to any incident of unauthorized use, access, or disclosure of the Personal Information to the extent such incident arises from the acts or omissions of Supplier. Additionally, under penalty of perjury the authorized representative signing this Agreement on behalf of Supplier warrants and declares that Supplier is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country

of Concern does not have a Controlling Interest in Sponsor as those terms are defined in § 287.138, Florida Statutes.

6. Mutual Cooperation of the Parties. Each of the parties to this Agreement agrees to provide such additional applicable agreements, documents and instruments (e.g. Business Associate Agreement, Human Trafficking Attestation, ADA provision, or the like) as may be reasonably requested by the other party and/or as required by law in order to carry out the purposes and intent of this Agreement.

7. Declaration of No Human Trafficking. Under penalty of perjury, the authorized representative signing this Agreement below warrants and declares, to the best of their knowledge and belief, that Supplier does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. This Agreement shall immediately terminate upon a breach of this section by Supplier.

All other terms and conditions of the Agreement and prior amendments, if any, which are not in conflict with this Renewal, are only be altered to the extent provided herein and remain otherwise unchanged and in full effect.

IN WITNESS WHEREOF, the Parties have executed this Renewal for the purposes expressed herein.

UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES		**EBSCO INFORMATION SERVICES, LLC**	
Sign	DocuSigned by: Robert Robinson DA6FAA154DA447F...	Sign	Signed by: Bowen Thagard 3452D5C0BFB540F...
Printed:	Robert Robinson	Printed:	Bowen Thagard
Title:	Contract Administrator	Title:	EVP Operations & Finance
Date:	12/3/2025 | 18:41 EST	Date:	12/3/2025 | 15:41 PST

Docusign Envelope ID: CEDD7529-FA35-4940-878D-8A8773D138BF

City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC Award Request: Renewals, Extensions, and Unit Price Increases

Goods and/or Services: Print Magazines and Newspaper Services

Requested Action and Justification:

Recommend approval to increase the award with EBSCO Information Services LLC by $102,000.00 to continue providing print magazines and newspapers for library customers. Total revised not-to-exceed award amount will be $214,000.00.

Supplier:	EBSCO Information Services LLC	**Basis of Award:**	N/A	**BID Opening Date:**	03/03/2025

POA #:	70962-24	**PO #:**		**Change Order #:**	N/A
Solicitation #:	N/A PSC-0290 24	**Contract #:**	70962-24	**Contract Amd #:**	1
Term:	2 years	**Options:**	N/A	**Options Used:**	N/A

Federally Funded:	No	**JSEB Rec:**	N/A	**Bonds Waived Pursuant To:**	N/A
Licenses Verified:	N/A	**JSEB %:**	N/A		

Fund:	00111	**Center:**	185102	**Acct:**	566010	**Proj:**	000000	**Activity:**	00000000	$	102,000
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$	
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$	

New NTE/GMP:	$214,000.00	**Contingent Amt:**	0.00	**DMP/ODPO Amt:**	0.00

Using Agency/BU:	PLIX:PUBLIC_LIBRARY_BRANCHES		
Concurrence:		**Title:**	LIBRARY DIRECTOR 3/3/2025
Concurrence:		**Title:**	
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Procurement Analyst/Buyer:	Barnett, Renata	**Chief of Procurement:**	Robert Wannemburg, for Dustin L. Freeman 3/11/2025
Name:	Barnett, Renata	**Name:**	Dustin L. Freeman

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:	3	**Action:**	Approved
Members who disapprove:	0	**Signature:**	Karen Bowling
Date:	3/13/2025	**Date:**	3/13/2025

Karen Bowling
Chief Administrative Officer
For Mayor Donna Deegan
Under Authority Of:
Executive Order No. 2023-02