

Addendum #2

East Tennessee State University

Library Subscription Agent

RFP 6895

TO: All Proposers

FROM: Jada Hensley

RE: Request for Proposal #6895

Library Subscription Agent

DATE: May 20, 2025

This Addendum #2, dated May 20, 2025, is issued as supplemental information and is hereby made part of the final RFP documents. Proposers shall acknowledge receipt of this addendum in their proposal response. The attachment provided is and shall remain a part of the Request for Proposal.

Institution's response to RFP 6895 Library Subscription Agent questions:

- Is the provided subscription list only a sample or everything ETSU currently purchases for both the academic and medical libraries?
 - The spreadsheet includes the full subscription list
- Do you expect pricing to be returned for the titles listed in the document titled ETSU Current Periodical Subscriptions RFP 6895-2025, or is the list provided solely for the purpose of the vendor establishing a service charge based on the list provided?
 - The list is primarily for the purpose of establishing the service charge. If you can provide pricing for the first 15 subscriptions that would be helpful.
- Does ETSU require a single-site license or multi-site license to allow access to the University's journals?
 - Single-site license
- Will ETSU please provide the anticipated amount to be spent annually for subscriptions?
 - ~\$640,000
- Proposers cannot submit our own contract terms and conditions in response to the RFP, but if awarded could we submit for consideration when finalizing the contract?
 - Yes, contract review will be the next step for the vendor that ETSU moves forward with.
- Do you allow additional invoices, after your primary invoice, to cover unexpected increases in publisher list price? If so, this allows us to give you the very best price up front. For example, a specific title may be priced at \$100 at the time of invoicing. The publisher increases the price to

\$125 a few months later. EBSCO will send you a supplemental invoice for \$25. Typically for customers who agree to additional invoices, fewer than 5% of their titles have any kind of price increase. Or do you expect to receive a single invoice each year with no additional invoices? In this case, we will add a small percentage up front to titles where we don't have a confirmed price for the subscription period, and we will not invoice you for any additional amount if the publisher's rate increases for that year.

- Yes, this is acceptable.
- In Attachment 6.5, Section B9, please specify how many total references are required.
 - At least one general academic and one medical library
- Please confirm that the references to be provided are not required to have a prior or current contract with the proposing institution.
 - Yes, references are not required to have a contract with ETSU.

Pro Forma Contract Questions – Any questions associated with the Pro Forma Contract can be reserved and addressed upon award of contract to the winning bid.

C.2. Compensation Firm

- ~~Would ETSU consider accepting the following clause regarding the service rate: Proposer reserves the right to re-visit the pricing structure for your account and initiate discussions with you if ETSU's spend changes dramatically (greater than 10%) or Proposer's agreed-upon publisher terms and arrangements are significantly altered during the contract period.~~

D.5. Termination for Cause

- ~~Is it acceptable to note a minimum of 30 days as the specified period of time to cure?~~

E.4. Copyrights and Patents/Institution Ownership of Work Products

- ~~Will ETSU consider adding the following statement: This Section shall not apply to third party information materials ordered by the Institution via Contractor's services, which shall be subject to the applicable publisher's warranty and license terms.~~

E.5. Insurance

- ~~Proposer's General Liability policy provides \$2,000,000 in the aggregate. A \$25,000,000 Umbrella Liability policy supplements the General Liability policy. Should the primary GL policy limits be reached, the Umbrella policy will cover the remaining costs, up to its own policy limit. Would ETSU be willing to accept \$1M per occurrence / \$2M aggregate limit with a \$1M Umbrella requirement for the insurance specifications?~~

E.17. Data Privacy and Security

- ~~In the Section regarding GDPR, please note that the Proposer is not obtaining personal data other than the name and email address of our contact at the Institution.~~
- ~~In the section regarding incident response, please remove the following: "and shall be available to assist Customer twenty-four (24) hours per day, seven (7) days per week as a contact".~~
- ~~In the section regarding records and reports that allow ETSU to monitor risks, Proposer can provide our ISO 27001 report with many overlapping controls in place of the SOC 2 report. Is this acceptable?~~

End of Addendum #2.

