



STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

OPTIONAL USE CONTRACT FOR: PERIODICAL SUBSCRIPTION AND CONTINUATION SERVICES FOR THE STATE LIBRARY OF OHIO

CONTRACT NUMBER: CSP901615

EFFECTIVE DATES: 07/25/14 TO 12/31/16

\* Renewal through 12/31/19

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP901615 that opened on MAY 5, 2014. The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Services Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to the \_\_\_\_\_ as applicable.

The agency is eligible to make purchases of the contracted services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that department will purchase the volume of services as advertised in the Request for Proposal.

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

[www.ohio.gov/procure](http://www.ohio.gov/procure)

\*Indicates renewal through 12/31/19.

APPROVED EXCEPTION TO TERMS AND CONDITIONS:

- 1) EBSCO does not handle the delivery of your subscriptions: they are delivered directly from the publisher or their fulfillment center. However, as your subscription vendor, EBSCO will work with the publishers on your behalf to handle payments, communicate shipping instructions and resolve any problems, including duplicate issues, cancellations, claims, address changes and other service communications. We do accept payment from the State Library of Ohio for our services, and we are responsible for sending payment to the publishers on your behalf.
- 2) EBSCO cannot indemnify due to copyright and things that are beyond our control with respect to how customers use the content we order on their behalf. Agreed revised language is: Notwithstanding anything in this agreement or any other agreement between EBSCO and Customer to the contrary, (i) except for liability based on willful misconduct or fraudulent misrepresentation, and liability for death or personal injury resulting from EBSCO's negligence, and liability resulting from tortious conduct of EBSCO and any of its employees, agents, suppliers, directors or affiliates in connection with the services provided by EBSCO to Customer in this agreement shall be the service fees paid to EBSCO by Customer under this agreement that are the subject of the claim as of the time of the occurrence of the events giving rise to the claim and (ii) in no event shall EBSCO be responsible for any claims by Customer related to publisher's failure to perform or for any claims made by a third party against Customer that are related to publisher's performance or ownership of the intellectual property delivered by publisher to Customer under this agreement.

\*Denotes addition of page number.

PRICE SCHEDULE

Periodical Subscription and Continuation Services for the State Library of Ohio

CSP901615

UNSPSC CATEGORY CODE: 86141700

OAKS ITEM # 15961

Description	Percent
Service Charge as a Percentage of Total Cost For The Life of The Contract - "Firm Fixed"	0 %

EBSCO is offering to handle subscriptions for the Libraries at a 4% discount.

All costs must be in U.S. Dollars.

All Offerors who seek to be considered for a contract award must submit the above information in the format specified. The Original Cost Summary must be included in a separate, sealed envelope/package labeled on the exterior as "Cost Proposal" with the RFP Number and due date.

[\\*LINK TO SUBSCRIPTION PRICE LIST](#)

[LINK TO ADDITIONAL COST LIST](#)

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CONTRACTOR INDEX

CONTRACTOR, TERMS, AND SHIPMENT:

0000221160  
EBSCO Industries, Inc.  
d/b/a EBSCO Information Services  
110 Olmsted Street, Suite 100  
P.O. Box 2543  
Birmingham, AL 35202

CONTRACTOR'S CONTACT: Ree Sherer

BID CONTRACT NO.: CSP901615

TERMS: Net 30 Days

DELIVERY: As Specified

Telephone: 800-633-4604  
FAX: 205-995-1613

E-mail address: [ebconorthamerica@ebSCO.com](mailto:ebconorthamerica@ebSCO.com)

\*Denotes updated price list effective 04/20/17.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
4	10/02/19	This amendment is issued to advise that this contract will not be renewed beyond the current expiration date of 12/31/19. Thereafter, the agency shall procure their needs for these supplies/services in accordance with Ohio Revised Code Section 125.05.
3	01/01/18	<p>This amendment is issued to notify that as a result of mutual agreement between the State of Ohio and the Contractor, this contract is renewed for an additional 24 months, effective 01/01/18 through 12/31/19. All other prices, terms and conditions remain unchanged.</p> <p>Additionally, this amendment is to advise that, pursuant to Ohio Revised Code 9.76(B), the Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.</p>
2	04/20/17	Updated price list, effective 04/20/17
1	01/01/17	Contract renewal for twelve months 01/01/17-12/31/17