



EXECUTIVE SUMMARY

Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Dr. Donald Astrab exercised the authority delegated by the Board to execute the adoption letter agreement with ProQuest Rialto for the cloud-based library services platform, with access and use of the Rialto™ selection and ordering tools to streamline selection and acquisition for BC Libraries by providing analytics, recommendations, and a comprehensive, platform-neutral marketplace with content of all types: books, ebooks, video and more from many sources. Fiscal Impact: None

Presenter(s): Donald Astrab, Interim President and Executive Vice President, Chief Operating Officer

What is the purpose of this contract and why is it needed?: This agreement to being using the Rialto cloud-based services platform integrates with the FLVC/Florida state consortium's integrated library system to provide selection tools, automated ordering, rush requests, and other new features that will save the College staff time, additional costs, and provide greater access to library materials as a result of the ease of ordering.

What procurement process or bid waiver was used and why?: Small purchase for Category One (\$0.00 - \$10,000) per College Procedure A6Hx2-6.34 was used, where there is no formal or informal competitive requirements for goods and services acquired by the College at this dollar threshold.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?
No.

What fund, cost center and line item(s) were used? None.

Has Broward College used this vendor before for these products or services? No.

Was the product or service acceptable in the past? Not Applicable

Was there a return on investment anticipated when entering this contract? Students benefit from having access to books, eBooks, and library reference materials to support their course work. This platform will be heavily used with a high level of success to support the library materials needs of BC students and faculty.

Was that return on investment not met, met, or exceeded and how?: Not Applicable

How does this impact student success: Print books and eBooks support our students by providing a resource that makes it easier for students to complete their work and succeed in their academic journey. Providing print and electronic resources to support faculty in their instruction also helps to guarantee access to higher education.

Does this directly or indirectly feed one of the Social Enterprise tactics and how?: This item helps to support the "big bet" of Guaranteeing Access to Higher Education. Rialto is a state approved ordering platform that will provide greater access to curriculum targeted books which greatly helps to develop and strengthen our

students by providing a resource that makes it easier for them to complete their work. Providing print and electronic resources to support faculty in their instruction helps to guarantee access to higher education.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: None

Jamonica Rolle

Jamonica Rolle, Vice Provost, Academic Affairs

7/23/2024




APPROVAL PATH: 12385 ProQuest Rialto

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Monique Blake	Dean Review		 Completed	
2	Jeffrey Nasse	Provost and SVP of Academic Affair		 Completed	
3	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
4	Legal Services Review Group	Review and Approval for Form and		 Completed	
5	Electronic Signature(s)	Signatures obtained via DocuSig 		 Completed	
6	Board Clerk	Agenda Preparation		 Pending	
7	District Board of Trustees	Meeting	01/14/25 11:00 AM	 Pending	



Q-00681187

December 3, 2024

The District Board of Trustees
of Broward College, Florida
3501 Davie Rd
Davie, FL 33314-1604

Rialto™ Adoption Letter Agreement

ProQuest is offering to provide the Rialto™ web-based service to Broward College (“Customer”) under the terms outlined. To accept and activate the terms of this Letter Agreement, please countersign this Letter Agreement where indicated and return it to ProQuest.

The Rialto™ Service

The Rialto™ service provides institutions, who have adopted the ExLibris Alma® cloud-based library services platform, with access and use of the Rialto™ selection and ordering tools that streamline selection and acquisition for libraries by providing such libraries with analytics, recommendations, and a comprehensive, platform-neutral marketplace with content of all types– books, ebooks, video and more – from many sources. By accepting this offer, Customer will receive implementation and dedicated support from the ProQuest team in support of Customer’s use of the Rialto® Service.

Customer Commitment

Customer commits to use the Rialto™ service for books acquisition by using the Rialto service within the first ninety (90) days from the later of full execution of this Letter Agreement or when the Rialto service may first be used by Customer (“Initial Commitment”). This is not an exclusive arrangement and Customer’s only commitment is the Initial Commitment.

Commercial Terms

Print Discounts: ProQuest is pleased to offer Customer the following special discounting for print publications.

Print Firm Orders/Selection Plans18%
 Print Standing Orders 5%

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

789 E. Eisenhower Parkway • P.O. Box 1346 • Ann Arbor, MI 48106-1346 • U.S.A. • Tel: 734.761.4700 • Toll-free: 800.521.0600 www.proquest.com

- The discount listed applies to all titles except those where ProQuest receives little or no discount from the publisher or supplier. Those titles may be invoiced at list price, and a small surcharge may be applied.
- ProQuest does not distinguish between paperback and hardcover materials and provides the same discount on both.

Processing and Cataloging:

ProQuest offers various levels of processing and cataloging to suit the needs of academic libraries. Pricing options for processing and cataloging services can be supplied upon request.

Payment Terms – Print Books, Processing, and Cataloging:

ProQuest standard payment terms are Net 30 days.

Freight Terms:

Standard weekly shipping shall be provided at 4%. All shipments are FOB Destination. ProQuest defines FOB Destination as ProQuest being responsible for the products until they are actually delivered to the Library. Once the items have been delivered, liability lies with the receiving agency.

Rush Orders:

Due to the level of manual intervention required to ensure that the delivery deadline is met, Urgent Orders with Deadlines may be charged a \$7.50 service fee. The Library can set up an ordering account specifically for Rush Orders. Free shipping is never included for Rush Order titles.

Returns Policy – Print Books and Tangible Media:

In keeping with ProQuest’s commitment to provide our customers with quality and cost-effective service, we have reviewed our returns policy to ensure that we are fulfilling all of our customers needs. An authorization to return books must be requested in advance for all items (excluding Selection Plans) within 60 days of our invoice date. All authorization requests are to be directed to your Customer Service Representative and will be investigated and assessed on an individual basis. Authorization will only be



given for **returnable** products. Returnable products are defined as:



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- Books that are defective.
 - Books damaged in shipment.
 - Books ordered/sent incorrectly by ProQuest.
 - Books duplicated by ProQuest.

Non-returnable products are defined as:

- All continuations/standing orders, unless they are defective, damaged, incorrect except that orders shipped by another source are non-returnable.
- Books that have been serviced or processed, unless they are defective, damaged, or incorrect.
- Video tapes/DVDs, cassette tapes, albums/compact disks (CD's), unless they are defective, damaged, or incorrect.
- Publications that have been pre-paid to the Publisher, unless they are defective, damaged, incorrect (these are identified as *non-returnable* on the invoice).
- Books purchased from non-returnable Publishers, unless they are defective, damaged, incorrect or (these are identified as *non-returnable* on the invoice).
- Books that fall beyond the time parameters as set in this policy.

Claims of shortages and/or missing books or disks in mixed media products must be made within 60 days of receipt of product.

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

All returns must be packaged correctly to avoid damage in transit. If you have any questions, please do not hesitate to contact your Sales Representative or your Customer Services Representative.

Implementation/Term

Upon signature of this Letter Agreement by both parties, implementation will be scheduled for a mutually agreed upon time. The agreement will continue in full force and effect through the end of the Initial Commitment and then thereafter until either party provides the other with at least thirty (30) days prior written notice of cancellation.

ProQuest will periodically review the commercial terms under which it offers fulfillment of print books, tangible media, and other services provided by ProQuest, and may update its commercial terms with reasonable advance written notice to Customer. Where feasible, ProQuest will honor any outstanding quotations issued prior to changes in its commercial terms.

Standard Terms of Use

Use of the ProQuest Rialto™ service is subject to standard Terms of Use that outline rights and responsibilities of each party, and set out the expectations related to the marketplace and other features

and functionalities of the site. The standard Terms of Use are attached as Exhibit A to this Letter



Agreement.

ProQuest Contacts

Inez Karageorge will serve as the Books Sales Specialist for Broward College. Customer Service will be provided by a dedicated customer service team who will handle all day-to-day queries, such as claims, credits, consignment tracking, etc. Should there be a need for specialist expertise, i.e. from the technical services team, the inquiry will be forwarded accordingly and everyone kept informed. Customer will be provided contact information for their regional Customer Service group at the time of implementation.

ProQuest looks forward to a successful partnership. If you have any questions, please do not hesitate to contact your account manager who will be pleased to assist.

To accept and activate this Letter Agreement, please sign and return this agreement to inez.karageorge@proquest.com.

Acceptance of Letter Agreement

On behalf of the District Board of Trustees of Broward College, Florida, I understand and agree to the above terms.

Signed by: Donald Astrab Date: 12/3/2024
By: 6DD41D98CFDA4F4... Signature

Print Name: Donald Astrab Title: Interim President

The above terms are acknowledged and agreed on behalf of ProQuest LLC.

DocuSigned by: Meredith Griggs-Keane Date: 06 November 2024
By: EC0BC2B86CAF4DE... Signature

Print Name: Meredith Griggs-Keane Title: Vice President Product Management

Rialto_LOA_v.03Feb2022



Exhibit A



Terms of Use

Welcome to the ProQuest Rialto™ web-based service (“Rialto”), providing libraries and institutions with workflow tools that streamline selection and acquisition by providing benchmark analytics, recommendations, and a comprehensive marketplace with content of all types— books, ebooks, video and more – from many sources.

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

1. **Customer Accounts.** Customer will need its own Rialto account to use the service, and Customers and their designated users will be required to be logged in to the account and have a valid payment method associated with it. Customer is responsible for maintaining the confidentiality of its account and its passwords or other authentication methods and for restricting access to its account(s). ProQuest is not responsible for any liability arising from any unauthorized use of Rialto, and Customer accepts responsibility for all activities that occur under its account(s).
2. **Permitted Uses.** Rialto is made available for the use of Customer in the selection and acquisition of materials for its own use and consistent with the features and functionality built into the services. The license granted for use of Rialto does not include (a) any resale or commercial use of Rialto or any of its content; (b) the collection and use of any product listings, descriptions, or prices other than as part of the Rialto service; (c) any derivative use of Rialto or its content; (d) any downloading, copying, or other use of account information for the benefit of any third party; or (e) any use of data mining, robots, or similar data gathering and extraction tools. Customers are responsible for compliance with all applicable laws. ProQuest reserves the right to deny access to Customers or their designated users at any time in its sole discretion.
3. **Use of Customer Provided Information.**
 - a. **Rialto Information.** The name, address, and payment information Customer provides, together with information regarding the manner in which the Customer uses Rialto, may be used in the administration of Customer’s account as well as for Customer’s selection and acquisitions activities. Customer agrees that ProQuest may use anonymized data derived from information gathered by ProQuest in the course of the Customer’s use of Rialto to improve Rialto and related library services. The anonymized data includes data that describes the habits, usage patterns, and/or demographics of Customers or users as a group, but does not describe or reveal the identity of any particular Customer or user.
 - b. **ExLibris Alma Information.** Title level holdings, fulfillment and reading list statistics from Customer’s Alma implementation may be used for the purposes of providing analytics and reports

such as collection development and selection reports and capabilities. Anonymized title level holdings, non-identifiable fulfillment, reading list statistics, and related information may also be used for the purposes of enhancing services, features and functionality such as collection development and selection reports and capabilities of Rialto and related library services, including but not limited to, homepage widgets on trending titles by subject and professional reviews in the purchase workflow. For the avoidance of doubt, no personal information or financial transaction details from Alma will be used for the purposes of providing these reports and capabilities unless express consent is obtained from the Customer. No specific information regarding the source of the institutions providing the anonymized data which are used in creating and providing of the reports and capabilities will be made available to third parties.

4. **Reviews and Product Information.** Much of the product information provided in Rialto belongs to third parties and is used in Rialto subject to license from the owner or incidental to the offer of the product for sale through Rialto. Reviews displayed in Rialto are sourced from publications and used under license; no further use of the reviews or product information may be made without the express written consent of the copyright holder. ProQuest attempts to be as accurate as possible, however ProQuest does not warrant that product descriptions or other content in Rialto is accurate, complete, reliable, current, or error-free.
5. **Marketplace Orders.**
 - a. **Prices.** List Price means the suggested retail price of a product as provided by the chosen supplier (each a “Provider”). Despite ProQuest’s best efforts, prices may not be accurate and actual prices may vary. The information supplied is believed to be accurate, but neither ProQuest nor any of the Providers warrant or guarantee such accuracy. Customer’s invoice will reflect the final price.
 - b. **Fulfillment.** When Customer submits an order through Rialto, the designated Provider of the items ordered are responsible for the fulfillment of the order.
 - c. **Provider Platforms.**
 1. **Applicable Terms.** If Customer submits an order for products that reside on a publisher direct or aggregator platform (each referred to as a “Provider”), Customer acknowledges and agrees that use of the products is subject to the Provider’s terms and conditions which may be separately negotiated and executed between Provider and Customer. Notwithstanding the applicability of Provider’s terms and conditions, payment for such products ordered through Rialto shall be made to ProQuest.
 2. **Provider Platform Account Set Up – Consent to Share Information:** Provider platform account activation and operation are subject to policies and procedures of the provider. Each Customer is responsible for providing all required information for account set up and activation. Customer consents to ProQuest and Provider sharing its account information to the extent necessary to ensure timely set up of Customer access to the Provider platform and fulfillment of the items ordered. Incomplete information will result in delays.
 3. **Order Confirmation.** Customer is responsible for confirming that its purchases show up on the Provider platform. If the items do not show up within the time frame noted at the time of the order, or if an account isn’t activated for Customer’s institution, please contact the ProQuest support team who can help remediate with the Provider. The Provider is responsible for establishing and complying with all service levels associated with its own platform performance.
 - d. **Invoicing/Payment.** Customer will remit payment to ProQuest for the items ordered through Rialto, within net 30 days of ProQuest’s invoice, except where otherwise agreed to in a written agreement between ProQuest and Customer.

6. **Liability Disclaimer.** THE RIALTO SERVICE AND ANY OF THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES OFFERED FOR PURCHASE THROUGH RIALTO OR ON ANY PROVIDER PLATFORM OR SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. IMPROVEMENTS AND/OR CHANGES IN RIALTO OR ANY PROVIDER PLATFORM OR SITE MAY BE MADE AT ANY TIME. NEITHER PROQUEST NOR ANY PROVIDER MAKES ANY REPRESENTATIONS ABOUT THE SUITABILITY OF THEIR PLATFORM, WEBSITE, OR SERVICES FOR ANY PURPOSE. ALL SUCH INFORMATION AND SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PROQUEST OR ITS PROVIDERS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (1) THE USE OF RIALTO OR A PROVIDER PLATFORM; OR (2) THE DELAY OR INABILITY TO USE RIALTO OR A PROVIDER PLATFORM, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. TO THE EXTENT CUSTOMER’S JURISDICTION HAS LIMITATIONS ON THE APPLICABILITY OF DISCLAIMERS THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.
7. **General.** ProQuest reserves the right to make changes to its web-based services, including changing these terms of use, at its sole discretion; however, no change to the Terms of Use may modify the Adoption Letter Agreement or the Broward College Supplemental Addendum - Essential. These terms of use incorporate by reference all other notices, policies and other terms displayed in the web-based services. For the avoidance of doubt, notices and policies include ProQuest’s privacy policy, cookie policy and DMCA policy, as well as any applicable data processing addendum made available by ProQuest as applicable.

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BROWARD COLLEGE
SUPPLEMENT ADDENDUM - ESSENTIAL

1. Incorporation by Reference. The District Board of Trustees of Broward College, Florida (“College”) and the undersigned party (“Vendor”) hereby incorporate this Supplemental Addendum – ESSENTIAL TERMS (the “Addendum”) into the agreement of even date herewith between College and Vendor (the “Agreement”). If this Addendum conflicts with the Agreement’s terms, this Addendum shall control.

2. Payment. Vendor shall submit bills for compensation with sufficient detail. In lieu of all provisions in the Agreement pertaining to penalties for late payment, if BC does not issue payment within approximately (30) thirty days of receipt of a proper invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar. If the term of the Agreement is beyond the current fiscal year for the State of Florida, BC’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. BC is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof.

3. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other. Vendor is not authorized to bind College to any contracts or other obligations. College is not liable for the acts of third parties. Vendor represents and warrants that it is not on the Convicted Vendor List (see § 287.133, F.S.).

4. Public Records. College is subject to Chapter 119 of Florida Statutes, known as the Public Records Law. The Agreement, this Addendum and any related documents and/or correspondence shall also become a public record subject to the Public Records Law, regardless of any confidentiality provision outlined in the Agreement. Pursuant to § 287.058(1)(c), F.S., College may unilaterally cancel the Agreement for Vendor’s refusal to allow public access to public records related to the Agreement. IF VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119 TO VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS, VENDOR MAY CONTACT BC AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

5. Compliance. Vendor agrees to abide by all applicable federal, state, local and College laws, ordinances, regulations, rules and policies. Vendor warrants and represents that it shall have all applicable permits, licenses, consents, and approvals necessary to perform under the Agreement. Specifically, Vendor certifies its compliance with Section 889 of the

McCain National Defense Authorization Act (prohibition against use of covered telecommunications equipment), and §448.095, F.S. (Vendor’s use of the E-Verify system).

6. Conflicts. Vendor certifies that to the best of its knowledge no individual employed by it or subcontracted by it has an immediate relation to any employee of College who was directly or indirectly involved in the procurement of the services. Violation of this section shall be grounds for cancellation of the Agreement by College per § 112.3185, F.S. College shall consider the employment by any vendor of unauthorized aliens a violation of the Immigration and Naturalization Act.

7. Governing Law. The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. College is entitled to the benefits of sovereign immunity.

8. Termination. Upon giving at least thirty (30) days’ written notice to Vendor, BC may terminate the Agreement, at any time, with no further obligation to Vendor, other than to pay for any goods received or services rendered in compliance with the Agreement prior to the effective date of termination. BC shall not be liable for any early termination charges.

9. Deletion. Any term and/or condition in the Agreement on the following subject matters are hereby deleted in their entirety and declared null and void: (a) grants of exclusivity by BC to Vendor; (b) restrictions on the hiring of Vendor’s employees; (c) BC’s responsibility to pay intangible taxes, property taxes, or sales taxes; (d) automatic renewals of the term of the Agreement; (e) limitations of time to bring suit or claims; (f) granting Vendor any right to audit BC; (g) Attorneys’ or collection fees provisions; (h) arbitration and mediation clauses; and (i) indemnification of Vendor by BC.

By signing below, Vendor’s authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.

VENDOR: Click or tap here to enter text.

By: 

Name: Meredith Griggs-Keane

Title: Vice President Product Management

Date: 06 November 2024

