

ANNEX 1
to the Contract Documents
THE FORM OF THE TENDER

To the Lithuanian Research Library Consortium

**TENDER FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE
RESEARCH DATABASE
ACS WEB EDITIONS
29 MARCH 2021**

(Date)

Columbus, Ohio, USA

(Place)

The Supplier's name <i>If a group of Suppliers is submitting the Tender, the names of all members of the group must be listed</i>	American Chemical Society
The name, surname and position of the person responsible for the availability of the access	Eric S. Slater Senior Manager
Phone	+1 447-3674
E-mail	acs_pubs_assist@acs.org

1. By this Tender we confirm that we accept all procurement conditions laid down by the Contract Documents of the negotiated procedure without prior publication.

2. We would like to propose the following services indicated in the Contract Documents:

Item No.	Type of proposed services	Price in USD, VAT exclusive	Price in USD, VAT inclusive ¹
1.	The services of subscription to the online research database <i>ACS Web Editions</i> for the Authorised Users of the LMBA Authorised Institutions from the date of coming into effect of the Licence Agreement till 31 December 2021	\$68,065.00	\$71,468.25
1.1	Kaunas University of Technology		
1.2	Vilnius Gediminas Technical University		
1.3	Vilnius University		
	TOTAL:	\$68,065.00	\$71,468.25

Total price of the Tender, VAT inclusive – \$71,468.25 USD.

This amount includes all costs and all taxes, as well as the VAT which is equal \$3,403.25 USD. The VAT rate is 5 %.

3. The Supplier shall issue the Invoice for the below indicated amount payable for the following term:

¹ The Supplier shall indicate the price, VAT inclusive, with regard to the VAT rate indicated under the Table. Should the VAT rate be 0, the price excluding VAT shall correspond to the price including VAT.

3.1. Instalment 1 – from the date of coming into effect of the License Agreement till 31 December 2021 – \$71,468.25 USD (VAT inclusive)

4. We confirm that the content and scope of the proposed services comply with the *Requirements for the scope of the services* set forth in Annex 2 Part II of the Contract Documents.

5. We offer to provide the services for the institutions listed in Annex 2, Part III *Authorised Institutions* of the Contract Documents.

6. The Tender shall be valid for the time period set forth in the Contract Documents.

7. The following documents are enclosed to the Tender:

No.	Type of the document	Number of pages in the document
1.	Specification of the Procurement Object	5
	Supplier's Oath Declaration	2
	ESPD	15

8. To perform the Agreement, we intend to invoke the following sub-suppliers
_____ n/a _____ for this part of the Licence Agreement _____
(name and address)

9. The Tender contains the following confidential information*:

No.	Title of the submitted document or the part thereof
	Individual member prices and pricing rates are confidential, but the overall total contract value is not.

* To be completed only in the cases when the confidential information is being submitted.

(name, surname, position and signature of the Supplier or its authorised representative)

ANNEX 2
to the Contract Documents
SPECIFICATION OF THE PROCUREMENT OBJECT

TECHNICAL SPECIFICATION
FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE RESEARCH
DATABASE ACS WEB EDITIONS

I. Background information

1. The Lithuanian Research Library Consortium (hereinafter referred to as the LMBA or the Contracting Authority) wishes to procure the access to the Licensed Materials of the research database *ACS Web Editions* for the Authorised Users of the LMBA Authorised Institutions listed in *Part III. Authorised Institutions* herein.
2. During the validity period of the Licence Agreement, a contact person of the Contracting Authority on the issues of the Technical Specification, availability of the access and the databases administration shall be Jevgenija Ševcova, Manager of Databases:
E-mail: jevgenija.sevcova@lnb.lt; phone: +370 5 239 86 84
Lithuanian Research Library Consortium
Gedimino av. 51
LT-01109 Vilnius
Lithuania
3. A contact person of the Supplier on the issues related to the availability of the access shall be indicated in the Supplier's Tender. The information about the contact person appointed by the Supplier shall be copied to the Licence Agreement. The contact information of other persons responsible for technical solutions, statistical data and administration can be sent at the e-mail address indicated herein above. If the data of the Supplier's contact person are changed, the Supplier shall provide in writing the updated information during the reasonable time period after the change of the data.

II. Requirements for the scope of the services

4. The Authorised Users of the LMBA Authorised Institutions shall have access to the below listed parts of Licensed Materials of the online research database *ACS Web Editions*:
4.1. *ACS Web Editions* list of journals:

	Publication Title	Full Text from	Full Text till	e-ISSN
1	Accounts of Chemical Research	1996	current*	1520-4898
2	Accounts of Materials Research (new in 2021)	2020	current*	2643-6728
3	ACS Agricultural Science & Technology (new in 2021)	2021	current*	2692-1952
4	ACS Applied Bio Materials	2018	current*	2576-6422
5	ACS Applied Electronic Materials	2019	current*	2637-6113
6	ACS Applied Energy Materials	2018	current*	2574-0962
7	ACS Applied Materials & Interfaces	2009	current*	1944-8252

	Publication Title	Full Text from	Full Text till	e-ISSN
8	ACS Applied Nano Materials	2018	current*	2574-0970
9	ACS Applied Polymer Materials	2019	current*	2637-6105
10	ACS Biomaterials Science & Engineering	2015	current*	2373-9878
11	ACS Catalysis	2011	current*	2155-5435
12	ACS Central Science	2015	current*	2374-7951
13	ACS Chemical Biology	2006	current*	1554-8937
14	ACS Chemical Health & Safety	1994	current*	1878-0504
15	ACS Chemical Neuroscience	2010	current*	1948-7193
16	ACS Combinatorial Science	1999	current*	2156-8944
15	ACS Earth and Space Chemistry	2017	current*	2472-3452
17	ACS Energy Letters	2016	current*	2380-8195
18	ACS ES&T Engineering (new in 2021)	2021	current*	2690-0645
19	ACS ES&T Water (new in 2021)	2021	current*	2690-0637
20	ACS Food Science & Technology (new in 2021)	2021	current*	2692-1944
21	ACS Infectious Diseases	2015	current*	2373-8227
22	ACS Macro Letters	2012	current*	2161-1653
23	ACS Materials Letters	2019	current*	2639-4979
24	ACS Medicinal Chemistry Letters	2010	current*	1948-5875
25	ACS Nano	2007	current*	1936-086X
26	ACS Omega	2016	current*	2470-1343
27	ACS Pharmacology & Translational Science	2018	current*	2575-9108
28	ACS Photonics	2014	current*	2330-4022
29	ACS Sensors	2016	current*	2379-3694
30	ACS Sustainable Chemistry & Engineering	2013	current*	2168-0485
31	ACS Synthetic Biology	2012	current*	2161-5063
32	Analytical Chemistry	1996	current*	1520-6882
33	Biochemistry	1996	current*	1520-4995
34	Bioconjugate Chemistry	1996	current*	1520-4812
35	Biomacromolecules	2000	current*	1526-4602
36	C&EN Global Enterprise	2016	current*	2474-7408
37	Chemical Research in Toxicology	1996	current*	2168-0485
38	Chemical Reviews	1996	current*	1520-6890
39	Chemistry of Materials	1996	current*	1520-5002
40	Crystal Growth & Design	2001	current*	1528-7505
41	Energy & Fuels	1996	current*	1520-5029
42	Environmental Science & Technology	1996	current*	1520-5851
43	Environmental Science & Technology Letters	2014	current*	2328-8930
44	Industrial & Engineering Chemistry Research	1996	current*	1520-5045
45	Inorganic Chemistry	1996	current*	1520-510X
46	JACS Au (new in 2021)	2021	current*	2691-3704
47	Journal of Agricultural and Food Chemistry	1996	current*	1520-5118
48	Journal of Chemical & Engineering Data	1996	current*	1520-5134

	Publication Title	Full Text from	Full Text till	e-ISSN
49	Journal of Chemical Education ¹	1924	current*	1938-1328
50	Journal of Chemical Information and Modeling	1996	current*	1549-960X
51	Journal of Chemical Theory and Computation	2005	current*	1549-9626
52	Journal of Medicinal Chemistry	1996	current*	1520-4804
53	Journal of Natural Products ²	1996	current*	1520-6025
54	Journal of Proteome Research	2002	current*	1535-3907
55	Journal of the American Chemical Society	1996	current*	1520-5126
56	Journal of The American Society for Mass Spectrometry	2020	current*	1879-1123
57	Langmuir	1996	current*	1520-5827
58	Macromolecules	1996	current*	1520-5835
59	Molecular Pharmaceutics	2004	current*	1543-8392
60	Nano Letters	2001	current*	1530-6992
61	Organic Letters	1999	current*	1523-7052
62	Organic Process Research & Development	1997	current*	1520-586X
63	Organometallics	1996	current*	1520-6041
64	The Journal of Organic Chemistry	1996	current*	1520-6904
65	The Journal of Physical Chemistry A	1996	current*	1520-5215
66	The Journal of Physical Chemistry B	1996	current*	1520-5207
67	The Journal of Physical Chemistry C	2007	current*	1932-7455
68	The Journal of Physical Chemistry Letters	2010	current*	1948-7185

*Online access in the *Full Text till* column marked as current shall mean the access given up to and including the most current issue published by the Publisher during the validity period of the License Agreement.

4.2. Weekly magazine *Chemical & Engineering News* (eISSN 2474-7408), renamed *C&EN Global Enterprise* and which covers topics on science, technology, business, industry, government, policy, education, employment related with aspects of the chemistry field, is now included in the All Publications Package.

- The corresponding authors of the LMBA Authorised Institutions indicated in Part III herein, shall have the ability to publish 17 articles as Open Access under Supplier's Consortia Offset Benefit Program. Under the program, Supplier shall grant reward credits (Credits) based on the cumulative annual Web journal subscription Access Fee, which Authorised Institutions may use (via its explicit approval) to make an accepted article that was submitted by a corresponding author from the respective Authorised Institution publish as Open Access. Credits will be used on a first ordered, first approved basis. The program is based upon and directly tied to the continued subscription by an Authorised Institution to the research database *ACS Web Editions*. Discontinuation of the aforesaid subscription or termination of the License Agreement, for whatever reason, shall also terminate the offset program benefit. For clarity, to have an article to qualify to be published as Open Access under Supplier's program, a 1) corresponding author must identify at the time of submission as the individual who is to communicate with Supplier through the peer review process; 2) corresponding author must be an Authorised User, and 3) corresponding author must indicate affiliation to a LMBA Authorised Institution by identifying that member Institution by way of a dropdown menu during the online manuscript submission process and must be utilizing a current email address extension that is directly associated to the respective member Institution. Copyright of an article published as Open Access under

Supplier's program continues to remain with Supplier.

6. The Authorised Users of the LMBA Authorised Institutions indicated in Part III herein, shall have the online access to the Licensed Materials of the online research database *ACS Web Editions* from the date of coming into effect of the License Agreement till 31 December 2021, 24 hours per day, 7 days per week, including weekends and days-off, except short periods of technical maintenance and repairs service or other unexpected downtime ACS shall use reasonable efforts to ensure that total downtime will not exceed 2% per month. The 2% downtime includes periodic unavailability due to maintenance of the platform, the installation or testing of software, the loading of additional content, and downtime related to the failure of equipment or services. Service interruption due to suspicious or suspect user downloading shall not be included in the 2% downtime calculation. Should total downtime exceed 2% per month, Supplier shall grant additional access for as many days as access was interrupted beyond the aforementioned 2% downtime after expiration of the License Agreement. If the License Agreement is renewed, then ACS will provide credit based on this calculation toward the fee for the renewal.
7. Upon coming into effect of the Licence Agreement, a Uniform Resource Locator (URL), as well as all other information deemed necessary for the availability of the access to this research database *ACS Web Editions* shall be sent to the Manager of Databases by the e-mail indicated in Item 2 herein.
8. The Supplier shall make available to the Authorized Institutions COUNTER-compliant usage statistics on at least a quarterly basis.
9. At the request of the Authorized Institutions the Supplier shall make available information about the Licensed Materials in KBART format.

III. Authorised Institutions

10. The online access, including the remote access by the Authorised Users, to the Licensed Materials of the online research database *ACS Web Editions* shall be given to the unlimited number of the concurrent Authorised Users via the servers of the Virtual Library of Lithuania (<http://www.lvb.lt/>) through reputable discoverability service partners indexing portals (such as Primo, <https://knowledge.exlibrisgroup.com/primo>), and the IP addresses of 3 (three) Authorised Institutions – members of the LMBA set forth in the below Table:

No.	Instituti on	FT E	Address	IP addresses
1.	Kaunas University of Technology	7792	K. Donelaičio g. 20, LT-44239 Kaunas, Lithuania	193.219.32-36.* 193.219.63.* 193.219.66-71.* 193.219.74.0-191 193.219.154.* 193.219.156-160.* 193.219.170.* 193.219.171.* 193.219.174-175.* 193.219.176.0-127 193.219.184.* 83.171.9-11.* 83.171.15.* 83.171.18.* 158.129.0-31.* 158.129.32-39.* 193.219.170.64-193.219.170.71

				VPN 193.219.171.0-193.219.171.7 Wi-Fi 158.129.40-47.*
2.	Vilnius Gediminas Technical University	8179	Saulėtekio al. 14, LT-10223 Vilnius, Lithuania	158.129.192-224.*
3.	Vilnius University	20242	Universiteto g. 3, LT-01122 Vilnius, Lithuania	158.129.128.0/24 158.129.129.128/25 158.129.132-140.0/24 158.129.144-152.0/24 158.129.154-158.0/24 158.129.159.0/24 158.129.160-162.0/24 158.129.164-166.0/24 158.129.168-170.0/24 158.129.172-173.0/24 193.219.42.0/25 193.219.45.128/27 193.219.81.0/27 193.219.82.224/27 193.219.83.0/24 193.219.91.0/25 193.219.94.64/26 193.219.95.128/28 (VU VPN) 193.219.129.128/27 193.219.135.128/29 193.219.86.* (Proxy) 193.219.87.* 193.219.89.0/25 193.219.91.224/27 88.119.140.104 193.219.81.249-250 193.219.168.0 – 123 193.219.168.126 – 255 158.129.80-87.*

11. Any of the IP addresses indicated in Item 10 herein can be adjusted. The Supplier shall be informed about the adjusted IP address by the Manager of Databases by e-mail by specifying the date of the adjustment of the IP addresses and providing for a time period of at least three business days to make the relevant technical modifications for assuring the access to the Licensed Material at the newly provided IP addresses. Should the IP addresses be adjusted prior to concluding the License Agreement, the new valid IP addresses of the Authorised Institutions shall be entered into the License Agreement.

ANNEX 4
to the Contract Documents
**THE OFFICIAL SUPPLIER'S
DECLARATION / THE SUPPLIER'S
OATH DECLARATION**

American Chemical Society
(Name of the Supplier)

To the Lithuanian Research Library Consortium

**THE SUPPLIER'S OATH
DECLARATION**

(Please leave the applicable. According to the paragraph 1 and 2 of Annex 3 to the Contract Documents, the Official Supplier's Declaration should be presented if the Declaration of Oath is not used in the country. The Official Supplier's Declaration shall be approved by the competent legal or administrative institution, public notary or the competent trade organisation of the member state or the country of the Supplier's origin, or the country of the Supplier's registration)

29 March 2021

(Date)

Columbus, Ohio, USA

(Place)

I, Eric S. Slater, Esq., Senior Manager at the American Chemical Society,

(The name, surname and the title of the authorised representative of the Supplier)

hereby confirm that American Chemical Society ,

(The Supplier's name)

which is represented by me (hereinafter – the Supplier):

1. The Supplier or its authorised person, as indicated in Item 3.1 herein, has not been convicted for any of the following criminal deeds:

1.1 taking part in the criminal association, its organisation or control over such association;

1.2 bribery, influence peddling, graft;

1.3 fraud, embezzlement, dissipation of assets, misleading representation about the operations of the legal person, using the credit, loan or targeted support not in accordance with its purpose or established procedure, credit fraud, presenting the misleading data about revenues, profit or property, failure to submit a declaration, report or other document, fraudulent management of accounts or misuse, when these criminal deeds infringe the financial interests of the European Union as set forth in Article 1 of the Convention on the Protection of the European Communities Financial Interests;

1.4 fraudulent bankruptcy;

1.5 act of terrorism or offence related to the terrorist activity;

1.6 legalisation of property acquired by criminal methods;

1.7 trafficking in persons, purchasing or selling a child;

1.8 offence performed by the supplier of another country as defined in the secondary legislation of other member states on the implementation of the European Union legal acts listed in Paragraph 1, Article 57 of Directive 2014/24/EU.

2. The Supplier has not been convicted for the failure to perform obligations related to the tax payment, including the social insurance tax, in accordance with the requirements of the country of the Supplier's registration or the country where the Contracting Authority is located, as set forth in Item 3.2 herein.

3. It shall be considered that the Supplier or its authorised person has been convicted for a criminal deed when:

3.1. With regard to the chief executive officer, a member of other management or supervisory body or other person (persons) entitled to represent the Supplier or to exercise control over the Supplier, to make a decision on its behalf, to conclude a transaction or the financial officer (officers), or other person (persons) having the right to draw up and to sign the accounting documents of the Supplier which is a legal person, other organisation or its branch, a judgement of conviction was passed and became effective within the past five years and this person has unspent or unexpunged conviction;

3.2. With regard to the Supplier which is a legal person a judgement of conviction was passed and became effective within the past five years and this person has unspent or unexpunged conviction, or, in the case of Item 2 of this Declaration – a final administrative order was issued, if such order was issued in compliance with the requirements of the legal acts of the Supplier's country.

4. It is known to me that if the Contracting Authority finds out that the submitted data are misleading, the Supplier shall be eliminated from the procurement procedure.

(Signature)



(Name, surname)