NATIONAL COMMUNICATION ASSOCIATION

REQUEST FOR PROPOSAL (RFP)

RFP: Scholarly Publisher Benchmarking and Risk Assessment.
Eight-Week Consulting Engagement | Five-Week Proposal Response Window
Issued by NCA | Route questions to Dr. Pallavi Guha, academic@natcom.org

IMPORTANT NOTICES. This Request for Proposal (the "RFP") is issued by the National Communication Association (the "Association") for information and planning purposes only. It is a solicitation of proposals and is not an offer to contract. Issuance of this RFP does not obligate the Association to accept any proposal, to select any respondent, to award any engagement, or to enter into any contract or agreement with any respondent. The Association reserves all rights set out in Section 11 (Terms and Conditions), including the right to reject any or all proposals and to amend, suspend, reissue, or cancel this RFP at any time without liability. The Association makes no representations or warranties, express or implied, regarding any information contained in or provided in connection with this RFP. Respondents should read Section 11 for the complete terms governing this RFP and the RFP process.

1. Background

The Association seeks an independent consulting firm to assess its current publishing partner (the "Publisher") and evaluate alternative publishing partners before the current Publishing Agreement (the "Agreement") comes up for renewal. The last Agreement was executed in 2018 and covers multiple Association-owned journals. Under it, the Association owns the copyright and titles, controls editorial appointments and policy, and receives guaranteed annual payments plus a share of sales receipts; the Publisher handles production, distribution, sales, licensing, and the submission platform.

The Agreement predates several developments that now shape the market: funder-driven open access requirements, transformative and read-and-publish agreements, research-integrity threats such as paper mills, and licensing of content for text and data mining and AI training. It also relies heavily on "reasonable endeavors" language and contains few measurable performance standards. The engagement must therefore test not only whether the Publisher has performed, but whether the contract itself still protects the Association.

Critical date. The Agreement requires twelve months' written notice of non-renewal.

2. Purpose

Develop an objective, evidence-based comparison of the current Publisher against marketplace alternatives, and provide board-ready recommendations on renewal, renegotiation, or transition, together with a negotiation-ready set of contract terms.

3. Strategic Objectives

- Assess current Publisher performance against the Agreement's obligations and against market norms.
- Audit royalty and guaranteed-payment performance, including how "sales receipts" are defined and whether all revenue streams (subscriptions, consortia, open access, transformative agreements, sublicensing, data, and AI licensing) are captured.
- Benchmark contract terms and economics against comparable societies and publishing programs.
- Identify and evaluate prospective alternative partners.
- Evaluate financial, operational, legal, technological, and reputational risk, including exit and transition risk.
- Deliver negotiation guidance, a Requirements Term Sheet, and a decision framework.

4. Scope of Work

- **Document review:** the Agreement and prior agreement (unredacted version provided to the selected firm under NDA), the "Prior Agreements" it references, Schedule A journal specifications, amendments, five years of royalty and guaranteed-payment statements, annual Publisher reports, EBSCO payment records, price-increase history, usage reports, editorial reports, strategic plans, and board materials.
- **Stakeholder interviews:** 10–20 stakeholders, including board leaders, editors, publications committee members, staff, and partners.
- **Publisher assessment:** financial performance, royalty structure, investment, marketing support, technology, discoverability, production speed, and author services.
- **Contract diagnostic:** a clause-by-clause assessment of the Agreement against market norms and the Requirements list, using the focus areas in Appendix A as the starting framework.
- **Royalty and revenue reconciliation:** test whether royalties have exceeded the guaranteed payments, model headroom, and identify revenue that may fall outside the "sales receipts" definition.
- **Benchmarking:** at least 15 comparable societies and publishing programs, covering both financial outcomes and contract terms (royalty and guarantee structures, term, open access, exit provisions), to the extent obtainable under confidentiality.
- **Risk and scenario work:** risk register, transition risk assessment, SWOT analysis, and financial scenarios for renew, as-is, renegotiate, and transition.
- **Scorecard and recommendations:** publisher scorecard and ranked recommendations, with the Requirements gate applied to every candidate, including the incumbent.

5. Required Analysis Areas

- Financial and Revenue Analysis (including royalty definition, guarantee headroom, and revenue leakage)
- Contractual and Legal Risk (see Appendix A)
- Open Access and Transformative Agreement Readiness, including revenue allocation to the Association

- Technology Platform Assessment, including manuscript-tracking and peer-review systems and accessibility
- Editorial and Peer Review Support
- Marketing and Audience Development
- Global Reach and Library Sales, including consortia and bundle revenue allocation
- Research Integrity, Data Ownership, and AI Readiness (including text and data mining and AI licensing rights)
- Member Value, Member Pricing, and Reputation Risk
- Publisher Transition Feasibility, including archive, DOI, subscriber-record, and platform migration

To be considered responsive, consulting firms must demonstrate the following minimum qualifications in their proposal. The rubric is attached separately.

1. Scholarly Publishing Expertise

- Demonstrated experience over the past five years, advising scholarly societies, professional associations, academic publishers, universities, or nonprofit organizations on scholarly publishing strategy.
- Experience conducting program assessments, market analyses, business model evaluations, and publication portfolio reviews over the past five years.
- Experience with current trends in scholarly communications, including digital publishing, open access models, discoverability, research dissemination, and publication technologies.

2. Organizational Assessment and Stakeholder Engagement

- Proven experience facilitating interviews, focus groups, surveys, workshops, and strategic planning sessions with diverse stakeholder groups.
- Demonstrated ability to synthesize stakeholder feedback into actionable recommendations.
- Experience managing engagements involving volunteer leaders, editorial boards, authors, reviewers, staff, and external partners.

3. Strategic and Financial Analysis

- Experience evaluating publishing operations, governance structures, workflows, resource allocation, and financial performance.
- Ability to conduct benchmarking against peer organizations and industry best practices.
- Expertise in developing business cases, implementation road maps, and measurable performance indicators.

4. Project Team Requirements

- Identification of a dedicated project director who will serve as the primary point of contact throughout the engagement.
- Resumes or biographies for all key personnel proposed for the project.
- Clear identification of any subcontractors and their responsibilities.
- Commitment that proposed key personnel will remain assigned to the project unless replacement is approved by the organization.

5. Deliverables and Knowledge Transfer

- Demonstrated capacity to produce high-quality written reports, executive summaries, presentations, and implementation plans.
- Commitment to providing practical, actionable recommendations that can be operationalized by staff and leadership.
- Inclusion of knowledge-transfer activities to ensure organizational sustainability beyond the engagement recommendations.
- Demonstrated commitment to accessible communications and deliverables.

6. References and Past Performance

- At least three client references from projects completed within the past five years that are comparable in scope and complexity.
- Examples of completed strategic assessments, publishing reviews, or related consulting engagements.
- Evidence of successful project completion within agreed timelines and budgets.

Proposals that demonstrate direct experience with scholarly publishing strategy, association publishing programs, editorial operations, publication portfolio optimization, and stakeholder-driven organizational change will receive favorable consideration.

7. Required Deliverables

Timing	Deliverables
Week 1	Project kickoff; finalized workplan; data request list; stakeholder interview schedule; document review initiation; clause-by-clause contract diagnostic framework and evaluation methodology.
Week 2	Completion of document review; stakeholder interviews (board leaders, editors, staff, committee members); preliminary summary of stakeholder priorities, concerns, and success criteria.
Week 3	Current publisher performance assessment, including operational review, editorial support evaluation, marketing and technology assessment, and preliminary contract diagnostic findings.
Week 4	Royalty and revenue reconciliation report; analysis of guaranteed payments versus royalty performance; identification of revenue gaps, revenue-leakage risks, and emerging revenue streams (open access, transformative agreements, sublicensing, AI/data licensing).
Week 5	Marketplace landscape assessment; identification and evaluation of prospective publishing partners; benchmark analysis of at least 8-10 comparable societies and publishing programs, including economics and contract terms.
Week 6	Contract benchmarking and Requirements analysis; comparison of incumbent and alternative publishers against Appendix A requirements; preliminary publisher scorecard and gap assessment.
Week 7	Risk register, SWOT analysis, transition feasibility assessment, and financial scenario modeling for renew-as-is, renegotiate, and transition options; draft Requirements Term Sheet and negotiation priorities. Draft final report submitted, including executive summary, current partner assessment, benchmark findings, risk heat map, publisher scorecard, financial scenarios, negotiation strategy, and preliminary board recommendation.
Week 8	Leadership review session and revisions; final report; board presentation; decision framework; final publisher rankings; negotiation-ready Requirements Term Sheet; implementation roadmap and transition considerations.

8. Proposal Response Timeline

The response window is limited to **five weeks from the release date**. Extensions will not be granted.

Milestone	Date
RFP released	Nov. 10
Deadline for questions	Nov. 23
Responses to questions issued	Dec. 1
Proposal submission deadline	Dec. 15
Proposal review period	Jan. 4-22
Finalist interviews (if needed)	Feb. 2-5
Selection and approval	Feb. 8-9
Contract negotiation and execution	Feb. 10-12
Consultant kickoff meeting	Feb. 15
Market assessment, risk analysis, stakeholder outreach, and research	Feb. 16- April 2
Draft report submitted to NCA	April 5
NCA review and feedback	April 6-14
Consultant revisions and finalization	April 20

9. Proposal Requirements

Proposals must not exceed single-spaced, Arial 12, 20 pages, excluding résumés, references, and rate tables. Upload the proposal in one PDF document with the required sections:

- **Executive summary and understanding** of the Association's situation, including the contract risks the firm sees from Appendix A.
- **Methodology and work plan** for the six-week schedule, with named team members and hours by week.
- **Requirements response:** reaction to Appendix A and the firm's approach to the four requirements steps in Section 6.
- **Negotiation examples** using the template below (three to five required).
- **Team qualifications** and relevant society publishing experience.
- **Three references**, at least two from nonprofit societies, with permission to contact.
- **Independence and conflict disclosure:** any current or past commercial relationship with the incumbent Publisher or any candidate publisher in the past three years, and how conflicts will be managed.
- **Fees:** fixed fee for the eight-week engagement, including an explanation of the cost-build-up methodology.

Required negotiation examples

Each proposal must include three to five examples of publisher negotiations the firm led or materially supported for a nonprofit society. Anonymized examples are acceptable if they can be corroborated by references. At least one example should be a renewal with an incumbent, and at least one should involve open access, royalty definition, exit, or performance terms. Use this template for each:

Element	What to provide
Context	Client type and size, publisher, program scope, and what prompted the negotiation.
Firm's role	What the firm did, and who on the proposed team did it.
Starting position and leverage	The incumbent's opening position and the levers used (competitive process, notice timing, benchmark data, exit readiness).
Terms secured	Specific terms won, quantified where possible: guarantee or royalty change, royalty-base changes, price-cap or audit changes, open access and data terms, exit or archive terms, performance commitments.
Requirements outcomes	Which protections were written into the final agreement, and how compliance has been monitored since.
Timeline and result	Duration, and whether the client renewed, renegotiated, or transitioned.
Lessons learned	What would be done differently, and what the client should replicate here.
Reference	Contact who can confirm the result (or the anonymization basis).

10. Evaluation Criteria for Proposals

Criterion	Weight	What the Association will look for
Scholarly publishing and society expertise	20%	Depth in journal economics, contracts, open access, and society governance.
Negotiation track record	20%	Quality, specificity, and verifiability of the examples submitted.
Methodology, including requirements approach	20%	A credible plan to deliver the six-week scope and the four requirements steps.
Project team qualifications	15%	Named, available staff with relevant experience.
References	10%	Positive, relevant references, including societies.
Cost/value	10%	Clarity, fixed-fee discipline, and value for the scope.
Independence and conflict management	5%	No undisclosed publisher ties; clear safeguards.

11. Terms and Conditions

11.1 No Obligation; Non-Binding. This RFP is a solicitation of proposals only and is not an offer to enter into a contract. Neither the issuance of this RFP, nor a respondent's submission of a proposal, nor the Association's receipt, review, evaluation, or discussion of any proposal, creates any binding obligation on the Association or any respondent. Issuance of this RFP does not obligate the Association to accept any proposal, to select any respondent, to award any engagement, or to enter into any contract or agreement with any respondent. No binding agreement with respect to the engagement described in this RFP shall exist unless and until a definitive written agreement has been negotiated, approved, and executed by the Association and the selected respondent, and then only to the extent expressly set forth in that executed agreement.

11.2 Reservation of Rights. The Association reserves all rights with respect to this RFP and the RFP process, including, without limitation, the right, in its sole discretion and without liability or obligation to any respondent, to: (a) accept or reject any or all proposals, in whole or in part, for any reason or for no reason; (b) amend, modify, supplement, suspend, reissue, withdraw, or cancel this RFP, in whole or in part, at any time; (c) waive any defect, informality, irregularity, or noncompliance in any proposal or in the RFP process; (d) modify the timeline, process, scope, or evaluation criteria; (e) request additional information or clarification from any respondent; (f) negotiate with one or more respondents, whether or not they submitted the highest-ranked proposal; (g) decline to award any engagement or to make any selection at all; and (h) issue a new or revised RFP for the same or similar services. The evaluation criteria set out in this RFP are provided for the respondents' general guidance only and do not limit the Association's discretion in evaluating proposals and selecting a respondent.

11.3 No Representations or Warranties. All information contained in or provided in connection with this RFP is furnished “as is” and for the convenience of respondents only. The Association makes no representations or warranties of any kind, express or implied, as to the accuracy, completeness, reliability, or suitability for any purpose of any such information. Each respondent is solely responsible for conducting its own independent investigation and due diligence and for verifying all information before relying on it. The Association shall have no liability arising out of or relating to any respondent’s use of, or reliance on, any information contained in or provided in connection with this RFP. No respondent may rely on any statement, representation, or communication made in connection with this RFP unless it is expressly set forth in a definitive written agreement executed by the Association.

11.4 Proposal Costs. Each respondent is solely responsible for all costs and expenses it incurs in preparing, submitting, and presenting its proposal and otherwise participating in the RFP process. The Association will not, under any circumstances, be liable for or reimburse any respondent for any such costs or expenses, regardless of whether this RFP is amended, suspended, reissued, canceled, or withdrawn, and regardless of whether any engagement is awarded. All proposals submitted in response to this RFP, including technical and price proposals, shall constitute a firm, irrevocable, and binding offer by the offeror to the **NCA** for a period of **one hundred and eighty (180)** calendar days following the closing date for submission of proposals, or, if requested, the closing date for the submission of Best and Final Offers (BAFOs).This period may be extended by mutual written agreement between the offeror and **NCA ED**. An Offeror may not withdraw, modify, or cancel its proposal during this validity period without the express written consent of **NCA ED.** Any proposal specifying a shorter validity period than required by this RFP may be rejected by **the NCA** as non-responsive.

11.5 Confidentiality; Ownership of Proposals. This RFP and all information provided by the Association in connection with it, including, without limitation, Appendix A, are confidential information of the Association. Each respondent shall use such information solely for the purpose of preparing and submitting its proposal and shall not disclose it to any third party or use it for any other purpose without the Association’s prior written consent, except as required by law and subject to any executed non-disclosure agreement. All proposals and accompanying materials submitted to the Association become the property of the Association and will not be returned. Respondent shall not submit any materials or information in connection with this RFP in violation of any agreement with or obligation to any third party, including as to confidentiality, and respondent will comply with all laws and legal requirements in connection with this RFP. Submission of a proposal constitutes the respondent’s acknowledgment and acceptance of the terms and conditions set out in this RFP.

11.6 Governing Law. This RFP, the RFP process, and any dispute arising out of or relating to this RFP or the RFP process shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to its conflict-of-laws principles. Each respondent irrevocably submits to the exclusive jurisdiction of the state and federal courts located in the District of Columbia for any such dispute.

Appendix A: Preliminary Requirement List List is confidential: To be released to respondents only after a signed NDA.