

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
SOLICITATION				
1	Solicitation 23044	1.1	Are any NY State Colleges, Universities, or 2-Year Colleges eligible to access any serials or databases under consideration?	Authorized Users under Solicitation 23044 (Revised October 20, 2016), Serials and Database Access, and the ensuing Contract(s) encompass and include all such entities within the definition of “Authorized User” set forth in State Finance Law §163(1)(k). The State University of New York (SUNY) and the City University of New York (CUNY) are authorized to make purchases under the resultant Contract(s).
2	Solicitation 23044	1.3	To accommodate the potential need for further clarification after OGS responds to initial inquiries, we request that OGS create an opportunity for Bidders to submit follow-up inquiries after OGS responds to initial inquiries.	OGS declines this request.
3	Solicitation 23044	1.3	Before we can prepare a proposal, it is essential we have sufficient time to consider OGS’s responses to inquiries. The contract is critically important to New York agencies, and proposers want to consider your needs carefully. To that end, we respectfully request the Submission of Bid deadline be extended at least 15 business days after OGS responds to all final inquiries	The new bid opening date is November 1, 2016.
4	Solicitation 23044	1.7	Page 9: Electronic Publication - Does “general public” include digital subscriptions that are available only through schools, including the public school library market?	Yes. Solicitation 23044 (Revised October 20, 2016) Section 1.7, Definitions has been revised to remove the word “general” from this provision.
5	Solicitation 23044	1.7	Page 9: Electronic Publication - Does this include eBooks and eArticles that come with eLessons that educators can use with the student electronic reading material?	Please refer to Solicitation 23044 (Revised October 20, 2016) Section 2.1.1, Lot 1 – Serials, for a list of Products within scope. The contract is for subscription based Products.
6	Solicitation 23044	1.7	Page 11: Serial - Would a collection of eBooks that is updated once a year be considered "serial"? If not, could it still be bid under Lot 1?	Pursuant to Solicitation 23044 (Revised October 20, 2016) Section 2.1.1, Lot 1 – Serials, Subscription based eBooks are within scope.

Group 20020 – Serials and Database Access

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
7	Solicitation 23044	1.8 Page 12	Order of Precedence: We request that our company's General Terms and Conditions control regarding License Terms, Usage, Indemnification, Warranty, Breach, etc. We will endeavor throughout our responses to point out any differences that may exist between our General Terms and Conditions and the RFP documents.	OGS declines this request. Bidder terms and conditions will not be incorporated into a resultant Contract. Pursuant to Solicitation 23044 (Revised October 20, 2016) Section 5.14.7, Procurement Instructions to Authorized Users, "Documents which contain additional terms or conditions, such as library maintenance agreements or Licensing Agreements must receive pre-approval by the Authorized User prior to ordering Products and services. Any additional licensing terms agreed to by the Authorized User shall not conflict with Appendix A, this Solicitation, any resultant Contract, or Appendix B. Any such conflicting terms shall be void and unenforceable." Please also refer to Section 5.51, License Agreements.
8	Solicitation 23044	2.1.1	Could you define 4. Continuing Directories?	See definition added to Solicitation 23044 (Revised October 20, 2016) Section 1.7, Definitions.
9	Solicitation 23044	2.1.1	Could you further define 8.e.ii A to Z lists?	An A to Z list is an example of a journal listing service or locator tool that helps researchers to find or identify all of the electronic resources offered at a library.
10	Solicitation 23044	2.1.2	Currently we are on OGS award group 79100 – Electronic Online databases. Clients are currently buying off it, we supply "database access" as well as "data files". That award is about to expire, and we were told that it will be replaced. Do you expect group 20020 to replace it? Is it database files too? Is there another group for database files?	<p>Yes, we anticipate that the resultant contracts from Solicitation 23044 (Revised October 20, 2016) will replace existing OGS Database Contracts.</p> <p>Database files are within the scope of the Solicitation and for clarity Section 2.1.2, Lot 2 – Database Access has been revised to add Database Files to the scope.</p> <p>Current Database Contractors are encouraged to bid on this Solicitation.</p>

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
11	Solicitation 23044	2.3	<p>This section requests Bidders provide sales with specific information (names of purchasing entities, total amounts purchased, dates, etc.). We are a current NYS OGS contract holder under Group 79100 Electronic Database Access. A recent OGS solicitation for that contract, which this current solicitation replaces, allowed contract holders who have provided sales reports to NYS satisfying the minimum sales threshold to forego a submittal of specific sales information in the bid response. Similarly, in lieu of providing specific sales information in response to the current solicitation, may we certify to being a contract holder under Group 79100 Electronic Database Access who has provided sales reports to NYS satisfying the minimum sales threshold?</p>	<p>Yes, in lieu of a summary of sales to National Public Entities, Bidder may provide sales reports for an OGS contract. Required proof of sales should be submitted at the time of the bid opening. Solicitation 23044 (Revised October 20, 2016) Sections 2.3.1, Qualification of Bidder – Lot 1 Serials; and 2.3.2, Qualification of Bidder – Lot 2 Database Access, Qualification of Bidder, have been revised accordingly.</p>
12	Solicitation 23044	3.2	<p>This section requests bid deviations be submitted prior to the proposal due date. For ease of contract negotiation, we respectfully request OGS allow bidders to include deviations, including proposed contract-term changes, in the bid document for OGS’s consideration. This would facilitate understanding among all parties by allowing discussions after the bid due date. We are committed to doing business with the State. If you identify any issues with our proposed changes, we would be happy to schedule a meeting with appropriate OGS representatives for discussion of issues.</p>	<p>Bid deviations, including submission of vendor terms and conditions, will be handled in accordance with Solicitation 23044 (Revised October 20, 2016) Section 3.2, Bid Deviations. It is the intent of OGS to have consistent terms and conditions for all contractors under a resultant award to the maximum extent practicable. If OGS and the Bidder are unable to reconcile any Bid Deviations, all or part of the Bid may be deemed non-responsive.</p>

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
13	Solicitation 23044	3.6	On page 16, on top, item number 6 pricelist - Do you want a catalog of magazines? Most vendors no longer print them as magazines are constantly going out of business and prices are constantly changing so that they are out of date almost immediately. As I understood it the price of a magazine was the publisher's list price less what our bid is in Attachment 1. Doesn't Attachment 1 take care of this. Please clarify.	No. Pursuant to Solicitation 23044 (Revised October 20, 2016) Section 4.1.1, Lot 1 – Serials Award Methodology, “If available, and upon request, the Bidder shall provide a comprehensive listing of subscription titles with bid.”
14	Solicitation 23044	4.1.1	<p>██████ provides a service charge range and will evaluate each account on its own merit. While an individual account's service charge may increase or decrease based on the unique resources purchased by the institutions, the range provided will not increase and no account will be priced higher than the specified range during the term of the contract.</p>	Pursuant to Solicitation 23044 (Revised October 20, 2016) Section 4.1.1, Lot 1 – Serials Award Methodology, “The discounts and Service Charges applied to individual Authorized Users may move up or down within the Contract percentage range from year to year based on the Products a particular Authorized User decides to purchase as it is understood that their final price is typically based on the mix of titles ordered, discounts allowed by the Publishers for the Products ordered and the level of service offered; however, the percentage off List Prices being charged by the Contractor must never exceed the percentage of list range upper limit bid for the respective Item Categories. The Bidder's Service Charge may decrease at any time, but shall not increase during the term of the Contract.”

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
15	Solicitation 23044	4.1.1	This question pertains to information stated under Section 4: Method of Award. Do you require an actual price list of the titles we currently handle or just a percentage off List Price as outlined in attachment 1?	Bidders shall submit a completed Attachment 1 (Revised October 20, 2016). Pursuant to Solicitation 23044 (Revised October 20, 2016) Section 4.1.1, Lot 1 – Serials Award Methodology, “If available, and upon request, the Bidder shall provide a comprehensive listing of subscription titles with bid.”
16	Solicitation 23044	5	Upon expiration of a Licensee’s license, what is a Licensee’s expectation regarding removal or destruction of a Database?	Bidder shall comply with all requirements in Appendix A, the Solicitation, resultant Contract, and Appendix B. Any additional requirements agreed to by the Authorized User shall be governed by Solicitation 23044 (Revised October 20, 2016) Sections 5.14, Procurement Instructions to Authorized Users, and 5.51, License Agreements.
17	Solicitation 23044	5.1; Page 20	We request, if allowed per New York state law, in order to expeditiously meet the changing needs of various agencies, and due to the nature of our product offerings, that any non-legal issues be mutually negotiated and agreed to between Contractor and Agency or OGS.	Centralized Contract Modifications will be handled in accordance with Solicitation 23044 (Revised October 20, 2016) Section 5.1, Centralized Contract Modifications. Bidders should also refer to Sections 5.14, Procurement Instructions to Authorized Users, and Section 5.51, License Agreements, in the Solicitation; or Section 26, Modification of Contract Terms, in Appendix B for information on terms and conditions that may be negotiated with or accepted by Authorized Users.
18	Solicitation 23044	5.3	[REDACTED] standard payment terms are net due upon receipt of invoice. A finance charge of 1 percent per 30 days will be charged beginning on the 60th day for unpaid balances.	Pursuant to Appendix B, Section 15, Late Payment, “Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.”

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
19	Solicitation 23044	5.7.2; Page 23	Our pricing will include delineated rates for all contract years, not to exceed the maximum of 3%, in lieu of determining based on the Consumer Price Index. (For custom packages, year-over-year increases will be specially negotiated with the Agency.) Not only does this facilitate budgeting for agencies, but including escalated increases allows us to invest in enhancements to the product and ensure that we're bringing the best possible capability to meet our customers' needs. We continually enhance the content and functionality of the our offered product, so customers are getting increased value for the modest increases in price from year to year.	Pursuant to Solicitation 23044 (Revised October 20, 2016) Section 5.7.2.2, "There shall be no price increases allowed for existing Products or services during the first year of the Contract." For Lot 2 Products and services. Commencing with the second year of the Contract, requests for price increases shall be handled in accordance with Section 5.7.2.3.
20	Solicitation 23044	5.8.6, Page 25	We request that this provision be removed because it is inapplicable to the online research service being offered for Lot 2	OGS declines this request. Solicitation 23044 (Revised October 20, 2016) Section 5.8, Lot 1 Performance Requirements, applies to Products offered under Lot 1 only.
21	Solicitation 23044	5.8.7	Licensing Terms & Conditions for Electronic Publications and 5.8.8 Licensing Terms & Conditions, do not apply to serials agents as agents do not set license terms or access rights. Is it sufficient to respond to this question by indicating that as an agent we will monitor and report on Licensing & Access requirements?	No. Bidder/Contractor shall offer only those Serials in electronic format that satisfy the terms and conditions of Solicitation 23044 (Revised October 20, 2016). Bidders should also refer to Sections 5.14, Procurement Instructions to Authorized Users, and Section 5.51, License Agreements, in the Solicitation.
22	Solicitation 23044	5.8.7	Solicitation 23044 includes a section of licensing terms and conditions for Electronic Publications (see Section 5.8.7); however, there is not a identified section of licensing terms and conditions a Database. As Solicitation 23044 contemplates that the Database(s) are licensed property (see reference to "Licensed Database" in section 4.1.2), please clarify what license rights are requested under this Solicitation, to include duration of license rights. For additional comparison and reference, see Centralized Contract for the Acquisition of Electronic On-Line Database Products and Services Agreement dated December 13, 2011, Contract Number PS65677, Section 9(D) which provides a separate database license grant in addition to the Software License Grant contained in the incorporated OGS General Specifications (July 2006).	Products must comply with all requirements in Appendix A, this Solicitation, a resultant Contract, and Appendix B. Additional terms and conditions agreed to by the Authorized Users shall be in accordance with Sections 5.14, Procurement Instructions to Authorized Users, and Section 5.51, License Agreements, in the Solicitation.

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
23	Solicitation 23044	5.8.7.1(3)(a)	Please change "transferrable" to "non-transferrable" in the first sentence. The reason we request this change is that each Authorized User will be granted a unique login ID and password to access our database of information. The user is not permitted to simply share/transfer his or her ID to another user. Also please add "inclusive of the Contractor's terms and conditions" to the end of the first sentence. If OGS cannot allow these changes at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request. As Authorized Users' business operations may be altered, expanded or diminished, there needs to be a contractual mechanism in place to transfer Electronic Publication licenses between Authorized Users and/or their End Users. In these instances, the Contractor shall have the discretion to issue new login credentials. Additional clarifying language has been added to Solicitation 23044 (Revised October 20, 2016) Section 5.8.7.1(3)(c) stating that the "Contractor shall have the discretion to issue new login credentials when a license transfer takes place."
24	Solicitation 23044	5.8.7.1(3)(c)	Please delete this subsection. Each Authorized User will be granted a unique login ID and password to access our database of information. The user is not permitted to simply share/transfer his or her ID to another user.	OGS declines this request. Additional clarifying language has been added to Solicitation 23044 (Revised October 20, 2016) Section 5.8.7.1(3)(c) stating that the "Contractor shall have the discretion to issue new login credentials when a license transfer takes place."
25	Solicitation 23044	5.8.7.3	In the second to last sentence of the first paragraph, please add the following after the words "Fair Use Provisions of United States and international copyright laws": "and the terms and conditions of the Bidder's/Contractor's terms and conditions of use of its online services." If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request. Additional terms and conditions agreed to by the Authorized Users shall be in accordance with Sections 5.14, Procurement Instructions to Authorized Users, and Section 5.51, License Agreements, in the Solicitation.
26	Solicitation 23044	5.8.8	Please strike the last sentence because it would have the effect of nullifying our terms and conditions in the event of a conflict. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request. Products must comply with all requirements in Appendix A, this Solicitation, a resultant Contract, and Appendix B. Additional terms and conditions agreed to by the Authorized Users shall be in accordance with Sections 5.14, Procurement Instructions to Authorized Users, and Section 5.51, License Agreements, in the Solicitation.
27	Solicitation 23044	5.14(6)	The note underneath 5.14(6) indicates OGS must pre-approve a Contractor's additional terms and conditions. Should these be included in the bid document, or presented to OGS at a later date for review? (In the event they are required at the time solicitation inquiries are due, we attach them separately to this inquiry.)	Solicitation 23044 (Revised October 20, 2016) Section 5.14, Procurement Instructions to Authorized Users has been revised, adding an additional Paragraph 7 and deleting the Note. Please refer to this new provision.

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
28	Solicitation 23044	5.20(2)	We request removal of this subsection. We provide for inmates a legal-database research solution with special research software developed specifically for use in a prison environment. We also provide a software tool that integrates our legal database with Microsoft Office for convenience of professionals who conduct legal research. Both of these software products require separate licensing agreements (attached separately for OGS's review). We also interpret other sections of the solicitation -- 5.14(6) (the note underneath); 5.57; and Appendix B Section 60(a), second paragraph -- to allow review and approval of Contractor's licensing terms. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS agrees to remove Solicitation 23044 (Revised October 20, 2016) Section 5.20.2, Software. However, Products must comply with all requirements in Appendix A, this Solicitation, a resultant Contract, and Appendix B. Additional terms and conditions agreed to by the Authorized Users shall be in accordance with Sections 5.14, Procurement Instructions to Authorized Users, and Section 5.51, License Agreements, in the Solicitation.
29	Solicitation 23044	5.20 , Page 30	Software: We request that bullet point 2 (not require a licensing agreement) be removed, as any software licensed from us would be subject to the licensing terms in our General Terms and Conditions.	Please refer to the response to Question 28.
30	Solicitation 23044	5.25	Subscriptions are delivered directly from the publisher or their fulfillment center. Because [REDACTED] does not deliver your subscriptions, we, and all other vendors, are limited in our ability to control packaging. We will, however, pass along your shipping instructions to publishers.	Solicitation 23044 (Revised October 20, 2016) Section 5.25, Labeling, has been removed.
31	Solicitation 23044	5.27	Please note that [REDACTED] is not a representative of the publisher and does not receive, stock or mail the issues. Consequently, [REDACTED] cannot guarantee ultimate delivery, nor can it assume the subscriber's financial risk in the event of publisher failure or other non-agent responsibilities. However, it is our job to work diligently for the subscriber to secure delivery and replacements for missing issues.	Solicitation 23044 (Revised October 20, 2016) Section 5.27, Product Returns Because of Quality Problems, has been removed.
32	Solicitation 23044	5.34	Report of Contract Sales, subscriptions are generally purchased on an annual basis and for most customers are renewed on in January. For subscriptions, is it sufficient to provide a report of contract sales on an annual basis?	No. Sales reports shall be submitted semiannually in accordance with Solicitation 23044 (Revised October 20, 2016) Section 5.34, Report of Contract Sales; however, with regards to subscriptions, they shall reflect only the actual subscriptions sold or renewed for the period being reported.
33	Solicitation 23044	5.34, Page 32	The List Price field and Discount % or Service Charge field will not be available for reporting.	Contractor shall be required to populate all required fields in Attachment 9 - Report of Contract Sales, to the maximum extent possible.

Group 20020 – Serials and Database Access

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
34	Solicitation 23044	5.35, Page 33	We request that this provision be removed. Account administrators have direct access to their authorized users' usage activity through account tools that are included with the product purchased.	OGS declines this request.
35	Solicitation 23044	5.47	Our company ██████ now has through OGS a contract for agencies statewide to access online legal content and public records. That contract expires Dec. 21, 2018, pursuant to a renewal that took effect recently. (Group 79122, Award 20770, Contract ██████ Electronic Online Database Access.) Is the contract resulting from this solicitation intended to replace our existing contract before its expiration date? Or would OGS prefer the new contract take effect after our existing contract expires?	Yes, we anticipate that the resultant Contracts from Solicitation 23044 (Revised October 20, 2016) will replace existing OGS Database Contracts. Current Database Contractors are encouraged to bid on this Solicitation.
36	Solicitation 23044	5.57	In the absence of express licensing terms and conditions for Databases under the Solicitation document, please confirm as to whether such may be negotiated and agreed upon in a license agreement between Contractor and a Licensee?	Yes, additional terms and conditions may be negotiated with Authorized Users in accordance with Solicitation 23044 (Revised October 20, 2016) Sections 5.14, Procurement Instructions to Authorized Users, and 5.51, License Agreements.
37	Solicitation 23044	5.57 and 5.14(6), and Appendix B Section 60(a)	Section 5.5.7 allows Authorized Users to review a Contractor's licensing/subscription terms and approve or negotiate them. Similarly, Appendix B Section 60(a), second paragraph, allows Contractor and Licensee to agree to alternative licensing rights. However, the note underneath 5.14(6) indicates OGS must pre-approve a Contractor's additional terms and conditions. These sections seem to contradict each other. Please clarify.	Additional terms and conditions may be negotiated with Authorized Users in accordance with Solicitation 23044 (Revised October 20, 2016) Sections 5.14, Procurement Instructions to Authorized Users, and 5.51, License Agreements.

Group 20020 – Serials and Database Access

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
ATTACHMENTS				
38	Attachment 1	Lot 1	Can a Vendor propose different journal packages for different library markets?	Yes. Bidder should include detailed information with their bid explaining this so it may be captured in a resultant Contract as necessary.
39	Attachment 1	Lot 1	Can a Vendor make a serials package or a database available to some library markets but not all?	Yes. Bidder should include detailed information with their bid explaining this so it may be captured in a resultant Contract as necessary. Please be advised, however, that database Products fall under Lot 2.
40	Attachment 1	N/A	Are Optional Products and Services available for Lot 2? If yes, where would these be defined and listed on the price list?	<p>Yes. Solicitation 23044 (Revised October 20, 2016) Section 2.1.2, Lot 2 – Database Access, has been revised to further clarify the inclusion of Optional Products and Service as they pertain to the provision of Database Access Products. A new subsection titled, 4.1.2.5, Optional Products and Services, has also been added to Solicitation 23044 (Revised October 20, 2016) Section, 4.1.2, Lot 2 - Database Access Award Methodology.</p> <p>Bidders shall include pricing for Lot 2 Optional Products and Services under Column headings V for Additional Pricing Options, in worksheet titled, Pricelist-Lot 2 in Attachment 1 – Pricelist (Revised October 20, 2016).</p>

Group 20020 – Serials and Database Access

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
41	Attachment 1	N/A	If certain categories are not relevant to our business with state/regional entities, ie Law Libraries, Health Sci Libraries, packaged pricing and equivalent models do we need to fill in or can we put not relevant or something else.	Pursuant to Solicitation 23044 (Revised October 20, 2016) Section 4.1.1, Lot 1 – Serials Award Methodology, “Award shall be made Item Category in accordance with the Item Categories listed in Attachment 1 – Pricelist. Bidders may bid on one or more Item Categories.” Item Categories not being bid should be left blank.
42	Attachment 1	N/A	For the additional columns after the Percentage of List Price category what information is required in these columns? Do you need a percentage added in these columns?	Pursuant to the Instructions worksheet for Lot 1 in Attachment 1 – Pricelist (Revised October 20, 2016), “In Column D through I, Bidders shall provide a detailed explanation of the methodology used to apply the percentage of List Price ranges for subscriptions in the various formats (i.e. Print, Electronic, Packaged Pricing, etc.).
43	Attachment 4	B	I am a small business...\$2,000,000 is a huge, costly insurance policy for selling magazine subscriptions that average less than \$1000 per purchase order. Is this really the minimum for this contract?	Yes, all insurance requirements are in accordance with Attachment 4 – Insurance Requirements.
44	Attachment 4	B	These insurance requirements are far and above any necessary level and include totally unnecessary coverage to fulfill orders of school and local libraries or state agencies for whom an average purchase is less than \$1,000. The cost to a small business for this type of coverage is prohibitive. We need personal and advertising injury of \$1,000,000 to sell magazines to localities? \$2,000,000 for products? Crime insurance? We are selling magazine subscriptions. Please advise.	OGS declines to waive any insurance requirements. All insurance requirements shall be in accordance with Attachment 4 – Insurance Requirements.

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
45	Attachment 4	B.2	Automobile insurance is not relevant to this business and the company does not own one. What do you want here?	<p>Pursuant to Attachment 4 – Insurance Requirements, Section B.2, Business Automobile Liability Insurance, “In the event that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract, the Contractor does not need to obtain Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract on a form provided by OGS.”</p> <p>Bidder should submit a completed Business Automobile Liability Insurance Attestation form, attesting that the Bidder does not currently own, lease, or hire any vehicles which will be used to fulfill the requirements of any Contract resulting from the Solicitation.</p>
46	Attachment 4	3	Certificates of Insurance/Notices: "Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required in this Solicitation or any Contract resulting from this Solicitation." We do not provide this information to external entities.	This information must be provided by the Bidder. If Bidder wishes this information to be treated as confidential, the Bidder shall make a request in accordance with Appendix B Section 6.a, Confidential/Trade Secret Materials.
48	Attachment 4	6	Self-Insured Retention/Deductibles: We request that this paragraph be deleted in its entirety. We do not provide this information to external entities.	OGS declines this request.
49	Attachment 4	11	We request that sentence 2 be amended to replace "five (5)" with "thirty (30)" to read: "Within thirty (30) business days of receipt of any notice ..."	OGS declines this request.
50	Attachment 4	13	We request that bullet point 2 be deleted: "For information on self-insurance or self-retention programs: 15 calendar days." Such information is not shared with external entities.	OGS declines this request.

Group 20020 – Serials and Database Access

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
51	Attachment 4	B	We won the past two NY Stare contracts as well as 2 renewals.The insurance requests that are being made for this contract are totally unreasonable.and not applicable to our magazine subscriptions business. All magazines are sent by the US Postal Service directly to the subscriber. We do not deliver anything. We never travel to any location. There are no dangerous situations that would require any insurance. The only form that has been required of us is CE 200. I urge you to waive all of the insurance requirements.	OGS declines this request.
52	Attachment 5		Do we have to do ST-220 TD again even if we have done so within the past calendar year?	ST-220-TD should be submitted to the NYS Department of Taxation and Finance in accordance with the form's instructions.
53	Attachment 5	35	OGS requests a copy of list pricing. Some database-access fees we offer New York will be the same as our government list prices, which are several pages long for some items. To avoid submittal of repetitive information in both the bid pricelist and the separately attached list pricing, would OGS prefer the list-price attachment include only the fees that are different from the bid's pricelist?	No. Bidders shall submit pricing for Lot 2 in accordance with Solicitation 23044 (Revised October 20, 2016) Section 4.1.2, Lot 2 - Database Access Award Methodology, and shall include pricing for all Products and services bid in Attachment 1 – Pricelist (Revised October 20, 2016).
54	Attachment 5	36	We assume "EDI" means Electronic Data Interchange. Please explain how this would work and elaborate on the electronic access ordering procedure for database access.	Yes, EDI means Electronic Data Interchange. Details on the protocol for electronic access ordering will be coordinated between the Contractor and Authorized Users.
55	Attachment 5		We do not have any products or content that we own that has a nationally published price. Our prices are dictated by the publisher. Our system has a catalog of 365,000+ titles with over 13,000+ publishers. Our catalog has the most accurate publisher list price but it isn't nationally published. Please advise what we are to submit.	Pursuant to Solicitation 23044 (Revised October 20, 2016) Section 4.1, "Bidders may offer Products and services from any of the following pricelists: 1. Bidder's nationally published pricelist; 2. Publisher's pricelist; 3. Governmental pricelist; or a combination thereof. Bidder is required to submit the pricelist(s) from which the Products are offered at time of bid submission showing List Prices."
56	Attachment 7	N/A	We have no resellers, should we submit.	No, the submission of Attachment 7 – Reseller Directory is only required if the Bidder plans to utilize Resellers in the fulfillment of the Contract.

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
57	Attachment 9	N/A	Is this to be filled out, magazine by magazine, by price by price by purchaser by purchaser for every single magazine purchased by NY state/local entities under the NYS contract? Is this to be done quarterly? Do you realize this would result in thousands and thousands of entries?	Pursuant to Solicitation Section 5.34, Report of Contract Sales, “Contractor shall furnish a report semiannually of all Products purchased under the Contract during each semiannual period, no later than the 15th of the month following the close of each six month period.” This is a contractual requirement.
58	Attachment 9	N/A	█ has been a NYS contract vender for 12 years. Many of these requirements should be waived for existing vendors.. This form is extremely difficult to supply because there is no master purchase order. NYC DOE has each school place its own purchase order This same procedure is followed in New Jersey and Connecticut. We do not have the personnel or time. This is an extremely time consuming form. Small vendors like will be eliminated if this form is required. The large companies that usually charge much higher prices then we do, will end up having a monopoly on this contract. Why is this contract much more difficult and complicated than the previous two?	Pursuant to Solicitation 23044 (Revised October 20, 2016) Section 5.28, Report of Contract Sales, “Contractor shall furnish a report semiannually of all Products purchased under the Contract during each semiannual period, no later than the 15th of the month following the close of each six month period.” This is a contractual requirement.
APPENDIX A				
59	Appendix A	9, Page 4	Set-Off Rights: We request that this section be deleted. We bill in arrears, and account for each agency separately. Allowing for set-off payments would lead to errors in accounting for payments.	OGS declines this request.
60	Appendix A	9	We request OGS consider removing Section 9. Contractor’s services are not work for hire and thus are not subject to set-off rights. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.
61	Appendix A	10	We request OGS consider adding the following to this section: “Such access to Contractor’s records shall be given upon at least thirty (30) days’ prior written notice to Contractor, subject to execution of a separate, non-disclosure confidentiality agreement between the parties and Contractor’s security policies, and shall take place at Contractor’s premises. No documents shall be allowed to be removed from Contractor’s premises.” If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.
62	Appendix A	13	We request OGS consider changing Section 13 as follows: “In the event of a contractual conflict between these terms and the Contract’s terms and conditions, Contractor’s terms and conditions shall control.” We have attached separately to this inquiry the Contractor terms and conditions that we would like to add to the final agreement. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.

Group 20020 – Serials and Database Access

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
APPENDIX B				
63	Appendix B	2b	Please add the following at the end of the definition of Bid: "including Contractor's contracts and terms and conditions". If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.
64	Appendix B	2(f)(4)	Please add a reference to the Contractor's terms and conditions in this section. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.
65	Appendix B	2(k)	Please change "unlimited" to "limited and restricted", and please add "solely for Authorized User's own internal business purposes" after "Enterprise". Our licensing terms, attached, impose certain restrictions on access and use. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.
66	Appendix B	2 p	In the absence of express licensing terms and conditions for Databases under the Solicitation document, please confirm as to whether the Database(s) will be subject to license terms of Appendix B. If yes, please identify what sections.	Yes. Products must comply with all requirements in Appendix A, this Solicitation, a resultant Contract, and Appendix B.
67	Appendix B	2p	In the first sentence of the definition of Licensee, Please delete "acquires" and replace with "licenses". If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.
68	Appendix B	10	Please delete this section in its entirety because it is against Contractor's policy. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date. Also, Please elaborate further on and clarify the purpose of this section.	OGS declines this request.

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
69	Appendix B	15	Payment via a purchasing card or credit card may affect your service charge or discount. [REDACTED] prefers payment by ACH or check.	Acceptance of the New York State Purchasing Card (also referred to as the Procurement Card) is voluntary; however, if a resultant Contractor chooses to accept the State’s Purchasing Card they will not be able to pass service charges onto Authorized Users.
70	Appendix B	15	Is the State's Purchasing Card a standard credit card like Visa or Mastercard?	The New York State Purchasing Card (also referred to as the Procurement Card) is a Visa card.
71	Appendix B	25(e)	Please add the following to the beginning of the first sentence: “With consent of Contractor...”. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date the changes requested below.	OGS declines this request.
72	Appendix B	25(e)	Please add that this section shall be subject to the Contractor’s terms and conditions. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.
73	Appendix B	26	In the third paragraph, please add at the beginning of the first sentence, “Except as set forth in the Contractor’s contract terms and conditions,”. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.
74	Appendix B	26, Page 7	Modification of Contract Terms: We request, if allowed per New York state law, in order to expeditiously meet the changing needs of various agencies, and due to the nature of our product offerings, that any non-legal issues be mutually negotiated and agreed to between Contractor and Agency or OGS.	Under a resultant Contract, the Contract may only be amended in accordance with Appendix B, Section 26, Modification of Contract Terms. Additional terms and conditions may be negotiated with Authorized Users in accordance with Solicitation 23044 (Revised October 20, 2016) Sections 5.14, Procurement Instructions to Authorized Users, and 5.51, License Agreements. However, such negotiated terms and conditions shall not be incorporated into the Contract.

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
75	Appendix B	30	Please change the second paragraph to reflect that a discrepancy shall be resolved in favor of the Contractor’s terms and condition. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.
76	Appendix B	30	Please delete the last paragraph in its entirety because it is against Contractor’s policy. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.
77	Appendix B	31 to 38	Please delete these sections in their entirety as they are not applicable to the Contractor’s services. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.
78	Appendix B	39	Please delete this section in its entirety because it is against Contractor’s policy. Contractor performs a background check, including criminal history, on all newly hired employees and every two years thereafter. Contractor respects the privacy of its employees and does not share any criminal history or background check data of its employees outside those internal employees with a need to know. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.
79	Appendix B	40	<p>Please replace this section with the following:</p> <p>"Neither these terms nor the license granted herein may be assigned by Customer, in whole or in part, without the prior written consent of Contractor. The dissolution, merger, consolidation, reorganization, sale or other transfer of assets, properties, or controlling interest of twenty percent (20%) or more of Customer shall be deemed an assignment for the purposes of this Agreement. Any assignment without the prior written consent of Contractor shall be void."</p> <p>If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.</p>	OGS declines this request.

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
80	Appendix B	43(a)	Please change this section to reflect that the Commissioner’s and Authorized users’ rights in the event of a breach are set forth in the Contractor’s terms and conditions. Please also delete the last sentence of this section and change it to, “State shall be responsible for payment of the applicable fees for all services ordered by State up to any Suspension of Work.” If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.
81	Appendix B	43 b, Page 9	Termination for Convenience: Please indicate if Termination for Convenience is mandated by New York State statute. If not, we request that this section be deleted. This offeror's pricing is based on a minimum term.	No, this is not mandated by statute. OGS declines this request.
82	Appendix B	44(a)	We request this paragraph be deleted in its entirety because it is against Contractor’s policy. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.
83	Appendix B	44	We request the 4th and 5th paragraphs be made mutual. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.
84	Appendix B	46(b)	We request this section be made mutual. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.
85	Appendix B	46(c)	We request to remove the ten day notification and replace with the word “promptly”. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.
86	Appendix B	46(d)	Please delete this section in its entirety because it is against Contractor’s policy. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.
87	Appendix B	48	Please delete this section because the remedies for breach are set forth in the Contractor’s terms and conditions. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
88	Appendix B	48 d, Page 10	Remedies for Breach: We request that this section be deleted. Due to the nature of the information, our products are sold "as is" and without warranties. We are unable to guarantee the accuracy of the information. As such, the State's remedy for breach is limited to the termination of the contract and any direct damages paid in the 12 months prior to termination. In the highly unlikely event that there would be a default on our part, we would agree to all contract remedies available to the State under New York State law.	OGS declines this request.
89	Appendix B	50	Please delete this section in its entirety because it's not applicable to Contractors services. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.
90	Appendix B	52	Please replace the word "fully" with the word "reasonably". If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.
91	Appendix B	53	Please replace the word "fully" with the word "reasonably". If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
92	Appendix B	54	<p>Please delete this section. This warranty is not acceptable as we are not manufacturing anything and do not secure such warranties from our content providers. If a contract is awarded to us, we would look to our terms and conditions for the controlling warranties. We propose the following warranty language applicable to various products and services we propose:</p> <p>"LIMITED WARRANTY Contractor represents and warrants that it has the right and authority to make the Online Services and Materials available to you and your Authorized Users as authorized expressly by this Agreement.</p> <p>"EXCEPT AS OTHERWISE PROVIDED IN THE PARAGRAPH ABOVE, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND CONTRACTOR AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.</p> <p>"DISCLAIMER OF WARRANTIES CONTRACTOR (SOLELY for purposes of indemnification, disclaimer of warranties, and limitation on liability, CONTRACTOR, its subsidiaries and affiliates, and its data providers are collectively referred to as "CONTRACTOR") DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, IMPLIED, WITH RESPECT TO THE CONTRACTOR SERVICES. CONTRACTOR DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE CONTRACTOR SERVICES OR INFORMATION PROVIDED THEREIN. Due to the nature of public record information, the public records and commercially available data sources used in the CONTRACTOR Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The CONTRACTOR Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified."</p> <p>If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.</p>	OGS declines this request.

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
93	Appendix B	54	<p>Please note that [REDACTED] is not a representative of the publisher and does not receive, stock or mail the issues. Consequently, [REDACTED] cannot warrant the goods provided, nor can it assume the subscriber's financial risk in the event of publisher failure or other non-agent responsibilities. However, it is our job to work diligently for the subscriber to secure delivery and replacements for missing issues.</p> <p>If you are missing an issue of a publication or a publication is damaged beyond use, you can take advantage of the [REDACTED] Missing Copy Bank, a free service for [REDACTED] customers. The Missing Copy Bank is a one-year back file of 48,000 issues from approximately 2,000 serials titles, with more than 150,000 issues distributed to customers annually. You can search for needed issues via [REDACTED] and order them online or call your Customer Service Representative to order missing issues by phone.</p>	Products must comply with all requirements in Appendix A, this Solicitation, a resultant Contract, and Appendix B including Appendix B Section 54, Warranties.
94	Appendix B	54, Page 11	<p>Warranties: We request, due to the nature of our products, that the language in this section be deleted and replaced with the language per our General Terms and Conditions, "Contractor's information products are provided "as is" without any warranty of any kind. Contractor warrants that its software products will conform to Contractor's documentation. Contractor warrants that contractor provides services using commercially reasonable care and skill. Contractor does not warrant uninterrupted or error-free operation of Contractor's products or the life of any URL or third-party Web service. These warranties are the exclusive warranties from Contractor, and replace all other warranties, including warranties of performance, merchantability, fitness for a particular purpose, accuracy, completeness, and currentness."</p>	OGS declines this request.

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
95	Appendix B	56	<p>Please delete this section in its entirety. We propose the following as a replacement: "INDEMNIFICATION. To the extent permitted by applicable law, Customer hereby agrees to protect, indemnify, defend, and hold harmless CONTRACTOR from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to any third-party claim based upon (a) use of information received by Customer (or any third-party receiving such information from or through Customer) furnished by or through CONTRACTOR; (b) breach of any terms, conditions, representations or certifications in these Master Terms; and (c) any Security Event. CONTRACTOR hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the CONTRACTOR Services, when used in accordance with these Master Terms, infringe a United States patent or United States registered copyright, subject to the following: (i) Customer must promptly give written notice of any claim to CONTRACTOR; (ii) Customer must provide any assistance which CONTRACTOR may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by CONTRACTOR); and (iii) CONTRACTOR has the right to control the defense or settlement of the claim; provided, however, that the Customer shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense. Notwithstanding the foregoing, CONTRACTOR will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from (1) Customer's misuse of the CONTRACTOR Services; (2) Customer's failure to use any corrections made available by CONTRACTOR; (3) Customer's use of the CONTRACTOR Services in combination with any product or information not provided or authorized in writing by CONTRACTOR; or (4) any information, direction, specification or materials provided by Customer or any third-party. If an injunction or order is issued restricting the use or distribution of any part of the CONTRACTOR Services, or if CONTRACTOR determines that any part of the CONTRACTOR Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, CONTRACTOR may in its sole discretion and at its option (A) procure for Customer the right to continue using the CONTRACTOR Services; (B) replace or modify the CONTRACTOR Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the CONTRACTOR Services; or (C) terminate these Master Terms and refund any fees relating to the future use of the CONTRACTOR Services. The foregoing remedies constitute Customer's sole and exclusive remedies and CONTRACTOR's entire liability with respect to infringement claims or actions." If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.</p>	OGS declines this request.

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
96	Appendix B	56,57, Pages 12,13	<p>Indemnification, and Indemnification Relating to Infringement: We request, due to the nature of our products, that the language in this section be deleted and be replaced with the language per our General Terms and Conditions, "(a) The entire liability of Contractor or any of Contractor's third-party providers for all claims arising out of or in connection with the agreement will not exceed the amount of any actual direct damages up to the amounts paid in the prior 12 months for the product that is the subject of the claim. Contractor is not liable for special, incidental, exemplary, indirect, or economic consequential damages, anticipated savings, lost profits, lost business, lost revenue, or lost goodwill. (b) Authorized Users are responsible for following all usage instructions, for adhering to the minimum recommended technical requirements, for changes you make to our product, for Authorized Users's failure to implement and maintain proper and adequate virus or malware protection and proper and adequate backup and recovery systems, and for Authorized Users' failure to install updates. Contractor will not be responsible if our product fails to perform because of Authorized Users' third-party software, Users' hardware malfunction, or Authorized Users' actions or inaction. If Contractor learns that Contractor's product failed because of one of these, Contractor reserves the right to charge State and Authorized Users for Contractor's work in investigating the failure. At State's request, Contractor will assist Authorized Users in resolving the failure at a fee to be agreed upon. (c) If a third party sues Authorized Users claiming that a product licensed in the agreement infringes that party's intellectual property right and Authorized Users' use of Contractor's product has been in accordance with the terms of the agreement, Contractor will defend Authorized User against the claim and pay damages that a court finally awards against Authorized User or that are included in a settlement approved by Contractor. Authorized Users must promptly notify Contractor in writing of the claim, supply information Contractor reasonably requests, and allow Contractor to control the defense and settlement. Contractor has no liability that include items not provided by Contractor."</p>	OGS declines this request.
97	Appendix B	57	<p>Please change this section to reflect that the remedies for IP infringement are set forth in the Contractor's terms and conditions. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.</p>	OGS declines this request.

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
98	Appendix B	58	<p>Please delete this section in its entirety. We propose the following as a replacement:</p> <p>"DISCLAIMER OF WARRANTIES "CONTRACTOR (SOLELY for purposes of indemnification, disclaimer of warranties, and limitation on liability, CONTRACTOR, its subsidiaries and affiliates, and its data providers are collectively referred to as "CONTRACTOR") DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, IMPLIED, WITH RESPECT TO THE CONTRACTOR SERVICES. CONTRACTOR DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE CONTRACTOR SERVICES OR INFORMATION PROVIDED THEREIN. Due to the nature of public record information, the public records and commercially available data sources used in the CONTRACTOR Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The CONTRACTOR Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified."</p> <p>If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.</p>	OGS declines this request.
99	Appendix B	58, Page 13	<p>Limitation of Liability: Due to the nature of our products, we request that the language in this section be deleted and replaced with the following standard language from our General Terms and Conditions: "The entire liability of Contractor or any of Contractor's third-party providers for all claims arising out of or in connection with the agreement will not exceed the amount of any actual direct damages up to the amounts paid in the prior 12 months for the product that is the subject of the claim. Contractor is not liable for special, incidental, exemplary, indirect or economic consequential damages, anticipated savings, lost profits, lost business, lost revenue, or lost goodwill."</p>	OGS declines this request.

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
100	Appendix B	60	Please confirm as to whether Section 60, Software License Grant, does not apply to Database content.	Pursuant to Appendix B Page 14 with respect to Sections 60 to 66, “To the extent the scope of the Solicitation or Contract includes the sale, development, maintenance, or use of information technology Products such as software, computer components, systems, or networks for the processing, and distribution, or storage, or storage of data, the following clauses shall govern, as applicable.”

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
101	Appendix B	60, Pages 14,15	<p>Software License Grant: Due to the nature of our products, we request that the language in this section be deleted and be replaced with the following standard language from our General Terms and Conditions: "(a) Contractor grants a non-exclusive, non-transferable, limited license to Licensee to use the product in Licensee's ordering document in the regular course of Licensee's business. Contractor maintains all rights of ownership to our products. Our products change from time to time. Access to certain data may be restricted. Contractor is not providing legal advice by allowing Licensee to use our products. Licensee's interpretations of data are Licensee's own for which Licensee has full responsibility. (b) Software product licenses include updates (bug fixes, patches, maintenance releases) but do not include upgrades (releases or versions that include new features or additional functionality). Licensee may use Contractor's software product in object code only. Licensee may make copies of Contractor's software product for backup and archival purposes. The copy must include an embedded copyright or proprietary rights notice. No other copying or reproduction is allowed. Licensee may not modify, translate, or create derivative works of Contractor's software products. (c) Licensee may quote and excerpt from Contractor's information products in Licensee's work with the appropriate cite and credit to the source. Except as provided in paragraph 1(d), Licensee may store data from Contractor's information products in a secure internal system in the regular course of Licensee's business. Licensee may transmit Contractor's information product data electronically using a feature in the information product or print and share that information product data as necessary in the regular course of Licensee's business. Copyright notices must be retained on the transmitted or printed items. The Copyright Act (17 U.S.C.A. 107) fair use provision may allow additional uses. (d) Licensee may not sell, sublicense, distribute, display, store or transfer Contractor's products or any data in Contractor's products in bulk or in any way that could be used to replace or substitute for Contractor's products in bulk or in any way that could be used to replace or substitute for Contractor's products or services in whole or in part or as a component of any material offered for sale, license, or distribution to third parties. Licensee may not use any means to discern the source code of Contractor's products. (e) Licensee's access to certain products and services is password protected. Licensee is responsible for assigning the passwords and maintaining password security. Sharing passwords is strictly prohibited. (f) Licensee may not run or install any computer software or hardware on Contractor's products or network or introduce any spyware, malware, viruses, Trojan horses, backdoors or other software exploits. (g) Contractor is not a consumer reporting agency. Licensee may use information product data to support Licensee's own processes and decisions but Licensee may not deny any service or access to a service to a consumer based on the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). (h) If the Financial Industry Regulatory</p>	OGS declines this request.

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
101 (Continued)	Appendix B	60, Pages 14,15	Authority regulations apply to Licensee, Licensee may use Contractor's information products to verify the accuracy and completeness of information submitted to Licensee by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. Licensee may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve Licensee's compliance with FINRA Rule 3110 or as otherwise allowed by these General Terms and Conditions."	
102	Appendix B	60(a)	Please delete this section because it is not applicable to Contractor's services. Alternatively, please change this section to reflect that the scope of the license granted to use and access the Contractor's services will be set forth in the Contractor's terms and conditions. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.
103	Appendix B	60(c)	Please delete this section because it is not applicable to Contractor's services. Alternatively, please change this section to reflect that the Contractor does not offer perpetual licenses. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.
104	Appendix B	60 e	Please delete this section because it is not applicable to the Contractor's services. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.
105	Appendix B	60 f	Please delete this section because it is not applicable to the Contractor's services. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.
106	Appendix B	60 g	Please delete this section because it is not applicable to the Contractor's services. Alternatively, please delete this section and replace it with, "The State may retain the Product stored in back-up/archival storage in accordance with its policies, provided and to the extent required to comply with applicable legal and regulatory requirements." If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
107	Appendix B	61, Page 15,16	Product Acceptance: We request that this section be deleted in its entirety because it is not applicable to our products.	OGS declines this request.
108	Appendix B	61	Please delete this section because it is not applicable to the Contractor’s services. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.
109	Appendix B	64, Page 16,17	Ownership to Project Deliverables: We request that this section be deleted in its entirety because it is not applicable to our products.	OGS declines this request.
110	Appendix B	65, Page 17	Proof of License: We request that this section be deleted in its entirety. We attest that we either own our products or have the right to license them.	OGS declines this request.
111	Appendix B	65, Page 17	Changes to Product or Service Offerings: We request that paragraph 66(a) be deleted in its entirety. Our products are dynamic and contain more than 30,000 databases. Content, features, and services are constantly changing and improving. If a complete content set is discontinued or discontinuation would materially impact customers, we will endeavor to replace with comparable content; however, most of our data is provided by third-party suppliers, and discontinued content may not be available.	OGS declines this request.
112	Appendix B	66	Please delete this section in its entirety because it is against Contractor’s policy. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.
113	Appendix B	64 to 66	Please delete these sections because in their entirety because they are either not applicable to Contractor’s services or against Contractor’s policies. If OGS cannot allow the change at this time, we respectfully request OGS reserve this item for negotiation after the bid due date.	OGS declines this request.
114	Appendix B	60(g)	Can sections in Appendix B be subject to change/alteration/removal, for example 60-g, can we delete delivery of back-ups and incorporate our DR plan into appendix B	OGS declines this request.

Group 20020 – Serials and Database Access

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
115	Appendix C	N/A	Is the form to be filled out now or is this form to be used when I would like to request a modification, after being awarded a contract	Pursuant to Solicitation 23044 (Revised October 20, 2016) Section 5.1, Centralized Contract Modification, Appendix C is to be used by the contractor to propose modifications to the centralized contract.
GENERAL				
116	General	N/A	Do you consider publisher-specific collections of e-journals (Wiley, Springer, etc) to fall within lot 1 or lot 2?	eJournals fall within the scope of Lot 1 under Solicitation 23044 (Revised October 20, 2016).
117	General	N/A	Notary Public Alternative for Foreign Entity: Is there an alternative to getting signatures notarized when the bidder is located outside the United States	Bidders will need to provide all Bid documents with an alternative that is commensurate with a notary public to certify to the signatory of the Bid documents.
118	General	N/A	Can you tell me if we need to refile forms ST-220-TD and ST-220-CA since our name has changed in order to participate in this solicitation? Do you require these forms be sent with the bid?	Form ST-220-CA is to be submitted to OGS at the time of bid submission in accordance with the Solicitation 23044 (Revised October 20, 2016) Section 3.1, Bid Submittal Instructions. Form ST-220-TD is to be submitted to the NYS Department of Taxation and Finance in accordance with the form's directions.
119	General	N/A	Will a Vendor's License template be needed as a condition of approval?	No. Authorized Users of the resultant Contract(s) are responsible for reviewing "click through", "shrink wrap" or other pass-through or licensing/subscription terms and conditions that are present, and approving such terms and conditions prior to ordering Products and services, in accordance with Solicitation 23044 (Revised October 20, 2016) Section 5.51, License Agreements.
120	Appendix	N/A	Who's responsible for the contract? OGS or the Vendor?	OGS will be the administrator of the resultant Contract(s). Contractors are responsible for performance under any resultant Contract in accordance with Contract terms and conditions.