

Group 20070 – Books, Serials, Databases, and Library Resource Management Products

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
SOLICITATION 23260				
1	Solicitation 23260	1 Introduction	Based on our services/products, is solicitation 23260 the correct contract vehicle? If solicitation 23260 is not the appropriate vehicle, which one should we bid on? If solicitation 23260 is not the appropriate vehicle, what is the timeframe for the appropriate contract?	Refer to Solicitation (Revised 05/13/2022) Section 1.2, <i>Scope</i> , for details regarding the Products and services allowable under this Solicitation.
2	Solicitation 23260	1.11 Conflict of Terms 3.2.3 Authorized User Performance Obligations 3.2.6 Contractor Licensing Terms and Conditions 3.3.4 Contractor Licensing Terms and Conditions 4.9 Bid Deviations 5.4 Procurement Instructions for Authorized Users	<p>With the understanding that this solicitation has been provided to a broad collection of Contractor's, each with its own special products/solutions to offer, as well as different business systems and capabilities, this Contractor is identifying deviations from the requirements that simply are not applicable to the commercial off-the-shelf products that we provide, or we do not have the ability to provide with our standard business systems.</p> <p>This Contractor respectfully requests that its Ordering Documents (e.g., order forms, license agreements) control regarding license terms, ownership, usage, and warranty, etc. take precedence over the terms in the Solicitation and the Appendices, except for Appendix A. Given the commercial, off-the-shelf nature of the Products, this contractor's own general license terms and conditions apply and we take exception to provisions regarding order of precedence and inclusion of Contractor terms, and respectfully requests that our Ordering Documents apply in the order of precedence after Appendix A. We will endeavor to point out any differences that may exist between the Ordering Documents and the Solicitation. This exception includes, but may not be limited to, the following provisions:</p> <ul style="list-style-type: none"> • Section 1.11 – Conflict of Terms – This Contractor respectfully requests that its Ordering Documents be listed as #2 in the order of precedence. • Section 3.2.3 – Authorized User Performance Obligations – This section states, "Authorized Users and/or End Users may make all use of the Electronic Publications as is consistent with the Fair Use Provisions of United States and international copyright laws and the Bidder's/Contractor's terms and conditions for use of its online services, provided they do not conflict with the 	<p>OGS declines this request.</p> <p>As this is a multiple award, it is the intent of OGS to have consistent terms and conditions for all awarded Contractors. Pursuant to Solicitation (Revised 05/13/2022) Section 5.4, <i>Procurement Instructions for Authorized Users</i>, Contractors will have the ability to introduce supplementary licensing/subscription terms and conditions or other order information to Authorized Users for review during the RFQ process or at the time of order.</p> <p>The Authorized User may allow additional terms and conditions provided they do not conflict with Appendix A, the Solicitation, any resultant Contract, or Appendix B. Any conflicting terms shall be void and unenforceable.</p>

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			<p>terms of Appendix A, this Solicitation or any resultant Contract, or Appendix B.”</p> <ul style="list-style-type: none"> • Section 3.2.6 – Contractor Licensing Terms and Conditions – This section states, “License terms that conflict with the terms of Appendix A, Appendix B, this Solicitation, or any resultant Contract shall not be enforceable.” • Section 3.3.4 – Contractor Licensing Terms and Conditions – This section states, in part, “Terms that conflict with the terms of Appendix A, this Solicitation, Appendix B, or any resultant Contract shall not be enforceable.” • Section 4.9 – Bid Deviations – This section also states, “Extraneous terms...shall not be considered part of the Bid or resulting Contract, but shall be deemed included for informational or promotional purposes only.” This Contractor respectfully takes exception to this provision as we are requesting the inclusion of the Ordering Documents, which will be included with our Bid. • Section 5.4 – Procurement Instructions for Authorized Users – In accordance with the above, we respectfully request inclusion of its Ordering Documents which will be included with our Bid, for the review/approval of NY OGS. 	
3	Solicitation 23260	1.2.1 Lot 1 – Printed Publications and Non-Print Library Materials	Are print subscriptions to magazines, journals & newspapers included in this bid?	Yes. Refer to Solicitation (Revised 05/13/2022) Section 1.2.1, <i>Lot 1 – Printed Publications and Non-Print Library Materials</i> , for details regarding the periodical subscriptions within the scope of this Solicitation.
4	Solicitation 23260	1.4 Key Events/Dates	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.	Pursuant to Bid Solicitation Update 23260p02, dated May 6, 2022, the Bid Opening Date has been postponed to May 31, 2022.
5	Solicitation 23260	1.9 Definitions – List Price	This Contractor respectfully takes exception to this provision as pricing is not printed on book covers. We request that the second sentence of this definition be deleted and revised as follows: “The List Price is quoted in the Publisher’s on-line catalog.”	OGS declines this request.

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6	Solicitation 23260	<p>1.9 Definitions – Term, Licensing Agreement</p> <p>3.2.1 Authorized User Access to Electronic Publications</p> <p>3.2.3 Authorized User Performance Obligations</p> <p>3.2.6 Contractor Licensing Terms and Conditions</p> <p>3.3.4 Contractor Licensing Terms and Conditions</p> <p>3.4.4 Contractor Licensing Terms and Conditions</p> <p>4.9 Bid Deviations</p> <p>5.4 Procurement Instructions for Authorized Users 6.</p> <p>26 Modification of Contract Terms (Appendix B)</p>	<p>For all lots:</p> <p>The main solicitation document has several clauses regarding acceptance of bidder’s terms, which we presume would include licensing and service level agreements for both our proprietary products and third party publisher products. It is unclear if these will be accepted as part of a final contract.</p> <p>As part of any resulting contract, our company would like to include licenses and service level agreements for our proprietary products, as well as any third-party publisher agreements.</p> <p>We have supplied applicable license and service level agreements for review for proprietary or licensed re-seller products and services.</p> <p>For third-party publisher agreements, these will be made available upon purchase via the purchasing subscription management tool and can be viewed by the purchasing entity prior to purchase or will be executed by Authorized Users depending on agreement.</p> <p>Can NYOGS please confirm this is acceptable?</p>	<p>OGS declines to make the requested change.</p> <p>As this is a multiple award, it is the intent of OGS to have consistent terms and conditions for all awarded Contractors. Pursuant to Solicitation (Revised 5/13/2022) Section 5.4, <i>Procurement Instructions for Authorized Users</i>, Contractors will have the ability to introduce supplementary licensing/subscription terms and conditions or other order information to Authorized Users for review during the RFQ process or at the time of order.</p> <p>The Authorized User may allow additional terms and conditions provided they do not conflict with Appendix A, the Solicitation, any resultant Contract, or Appendix B. Any conflicting terms shall be void and unenforceable.</p>

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7	Solicitation 23260	2 Bidder Qualifications	Would submitting a contract usage report from a previous NYS OGS contract meet your requirement for proof of verifiable sales?	Yes. Solicitation (Revised 05/13/2022) Section 2: Bidder Qualifications provides that Bidder may provide sales reports for an OGS Contract meeting the requirements
8	Solicitation 23260	2.1, 2.2 - Bidder Qualifications Lots 1 and 2; and 4.4(14) Content	The solicitation requires proof of verifiable sales for each Lot. The solicitation also requires a copy of at least one governmental and/or municipal contract showing the bid's discounts. We would like to use reports from our existing OGS contract – Award 22868 – to show verifiable sales for Lots 1 and 2. We also must use the OGS contract as an example of discounts. However, the company name we plan to put on our bid will be the parent company of the subsidiary corporation listed on our current OGS contract. The different company names may cause confusion, and we'd like advice on how to prevent that. For example, may our bid simply include a statement/certification that the Bidder is the parent corporation of the contractor listed in the OGS agreement? Or should we point OGS to a copy of our annual audit report that lists our companies?	Please include a detailed written explanation regarding the company names on company letterhead with your bid submission. Pursuant to Solicitation (Revised 05/13/2022) Section 2: Bidder Qualifications, "Bidder shall have the burden of demonstrating to the satisfaction of Procurement Services that it can perform the work required. Procurement Services retains the right to request any additional information pertaining to the Bidder's ability, qualifications, financial capacity, financial stability, and procedures used to accomplish all work under the resulting Contract as it deems necessary to ensure safe and satisfactory work."
9	Solicitation 23260	2.1 Bidder Qualifications - Lot 1 Printed Publications and Non-Print Library Materials 2.2 Bidder Qualifications - Lot 2 Electronic Publications	When submitting the Sales Reports for Lot 1, 2, 3 & 4 in the required proof of sales a description of product/service sold is being requested. Do you just need to know if it is a print, electronic, database, or Library Resource Management? What type of description are you looking for?	Pursuant to Solicitation (Revised 05/13/2022) Section 2: Bidder Qualifications, "required proof of sales shall be in the form of a summary of the total sales reported, which shall include (a) the names of the National Public Entity that made the purchase, (b) the total amount of sales by purchaser, (c) the date of each sale, and (d) description of product/service sold" for each Lot.
10	Solicitation 23260	2.3 Bidder Qualifications - Lot 3 Databases	For the qualification requirements of \$250,000.00 in verifiable sales, do you want 1 total for all three lots, or does it need to be \$250,000.00 for each lot.	Pursuant to Solicitation (Revised 05/13/2022) Section 2: Bidder Qualifications, verifiable sales should be provided "for Products and services within scope as detailed in" the individual lots.
11	Solicitation 23260	2.3 Bidder Qualifications - Lot 3 Databases	Would you confirm that LOT #3 (Databases) is the appropriate LOT to submit bid since it appears the LOT titles have changed compared to the current contract/services designated as LOT 2 Database Access?	Yes, Lot 3 – Databases, is the correct Lot to submit Bids for Databases.

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12	Solicitation 23260	2.3 Bidder Qualifications - Lot 3 Databases	We're a provider of a proprietary continuous driver license monitoring service. This service allows organizations to be notified whenever any of their drivers receive a negative activity in their driving records (violation, suspension, accident). I see that the OGS currently contracts with another provider for this service. Our service is an online database product for safety/risk management purpose. Is OGS receiving solicitations for this service under Lot 3?	Refer to Solicitation (Revised 05/13/2022) Section 1.2, <i>Scope</i> , for details regarding the Products and services allowable under this Solicitation.
13	Solicitation 23260	2.4 Bidder Qualifications - Lot 4 Library Resource Management and Research Support Products	(1) Also, Library Resource Management and Research Support is new if we have products that would fall under this new Lot # that we had reported on in the database Lot 3 tab would we remove them and insert them into this new tab/report? (2) Can I submit our sales report that that we would have submitted for the contract reporting period which is in the NYOGS format, or are you looking for something different? Such as just a sales report with the detail and not in the NYOGS format and not what we would have submitted for reporting purposes?	(1) Pursuant to Solicitation (Revised 05/13/2022) Section 2: Bidder Qualifications, verifiable sales should be provided "for Products and services within scope as detailed in" the individual lots. (2) Solicitation (Revised 05/13/2022) Section 2: Bidder Qualifications provides that "Bidder may provide sales reports for an OGS Contract meeting the requirements."
14	Solicitation 23260	3.1.1 Print Books and Non-Print Library Materials Product/Performance Requirements	Quality of binding is determined by the originating publisher source. Wholesale firms would have no control over publication production.	Bindings are to meet or exceed the requirements specified in Solicitation (Revised 05/13/2022) Section 3.1.1, <i>Print Books and Non-Print Library Materials Product/Performance Requirements</i> .
15	Solicitation 23260	3.1.1.1 Substitutions	Please note, as a standard rule we ship volumes as we receive them from the publishers. We can hold a shipment until all titles come in, however, if a large quantity order comes in, this may delay the shipment of the full quantity for up to several months. Can OGS confirm this is acceptable?	Yes, this is acceptable. Solicitation (Revised 05/13/2022) Section 3.1.1.1, <i>Substitutions</i> , has been revised accordingly for clarity. "Contractor is expected to furnish the total number of copies of any one individual title in one shipment and to fill orders for multi-volume sets in one shipment to the extent possible; however, it is permissible to ship large volume orders from publishers in batches as they are received from the publisher."
16	Solicitation 23260	3.1.1.3 Status Report	Please note, our company does not provide a list of unavailable products with the shipment as the shipment is composed of the books we can ship as they are available. We can provide an estatus report that can be emailed that provides the information regarding unavailable products. Can OGS confirm this is acceptable?	Yes, this is acceptable. Solicitation (Revised 05/13/2022) Section 3.1.1.3, <i>Status Report</i> , has been revised accordingly for clarity. "Statements may be provided in either hardcopy or digital form via email."

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17	Solicitation 23260	3.1.1.3 Status Report	This Contractor respectfully requests deletion or clarification of this section, as it is not administratively feasible to include such status reports with shipments for products not ordered or part of a purchase order.	OGS declines this request. Specifying products not ordered is not a requirement of this provision.
18	Solicitation 23260	3.1.2.1.1 Orders, Renewals, and Cancellations	This Contractor respectfully takes exception to section 3.1.2.1, paragraph 1. We cannot guarantee when a subscription will begin as it is dependent on when the order is processed. We request that this paragraph 1 be deleted and replaced as follows, "Subscriptions shall begin on the date specified in Contractor's order forms, based on date of submission by Authorized User and Contractor's processing date."	OGS agrees to make this change. Solicitation (Revised 05/13/2022) Section 3.1.2.1(1), <i>Orders, Renewals, and Cancellations</i> , has been revised accordingly. "Subscriptions shall begin on the date specified in Contractor's order forms, based on date of submission by Authorized User and Contractor's processing date."
19	Solicitation 23260	3.1.2.1.8 Orders, Renewals, and Cancellations	This Contractor respectfully requests clarification to section 3.1.2.1, paragraph 8, as subscriptions are automatically renewed until the Authorized User notifies Contractor of a change to the subscription. We can make changes at any time and for no additional charge, and respond to Authorized User's requests regarding renewal. Please confirm that providing, "...a list of titles to be renewed by the Contractor for the Authorized User's approval prior to the issuance of the annual renewal invoice" is only applicable if and when the Authorized User's makes annual request.	OGS declines to make the requested change. Pursuant to Solicitation (Revised 05/13/2022) Section 3.1.2.1(8), <i>Orders, Renewals, and Cancellations</i> , at the option of the Authorized User, Contractor shall provide a list of titles to be renewed by the Contractor for the Authorized User's approval prior to the issuance of the annual renewal invoice.
20	Solicitation 23260	3.2.1 Authorized User Access to Electronic Publications	Can we as the contractor/vendor provide available publisher-provided information regarding access terms to all content and allow the ordering entity to review/decide?	As this is a multiple award, it is the intent of OGS to have consistent terms and conditions for all awarded Contractors. Pursuant to Solicitation (Revised 05/13/2022) Section 5.4, <i>Procurement Instructions for Authorized Users</i> , Contractors will have the ability to introduce supplementary licensing/subscription terms and conditions or other order information to Authorized Users for review during the RFQ process or at the time of order. The Authorized User may allow additional terms and conditions provided they do not conflict with Appendix A, the Solicitation, any resultant Contract, or Appendix B. Any conflicting terms shall be void and unenforceable.

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21	Solicitation 23260	<p>3.2.1.3 License Scope</p> <p>3.2.6 Contractor Licensing Terms and Conditions</p>	<p>Can these sections be assumed to allow a publisher-usage agreement provided by the publisher to be signed by the institution for electronic journals/packages managed by and transacted with the authorized subscription vendor?</p>	<p>As this is a multiple award, it is the intent of OGS to have consistent terms and conditions for all awarded Contractors. Pursuant to Solicitation (Revised 05/13/2022) Section 5.4, <i>Procurement Instructions for Authorized Users</i>, Contractors will have the ability to introduce supplementary licensing/subscription terms and conditions or other order information to Authorized Users for review during the RFQ process or at the time of order.</p> <p>The Authorized User may allow additional terms and conditions provided they do not conflict with Appendix A, the Solicitation, any resultant Contract, or Appendix B. Any conflicting terms shall be void and unenforceable.</p>
22	Solicitation 23260	3.2.1.3.b, 3.3.4, 3.4.4, 3.1 - Additional Licensing Terms	<p>Section 3.2.1(3)(b) makes an accommodation for the Publisher's licensing agreement in Lot 2. Section 3.3.4 makes an accommodation for the Contractor's licensing terms in Lot 3. Section 3.4.4 makes an accommodation for the Contractor's licensing terms in Lot 4. However, the solicitation makes no apparent accommodation for a Contractor's additional terms pertaining to Lot 1, Printed Publications and Non-Print Library Materials. Our company requires additional terms for these publications/materials. Therefore, we respectfully request that OGS adds, perhaps under Section 3.1, a comparable accommodation for the Contractor's additional terms for Lot 1. If the State won't allow a comparable accommodation, please allow us to submit extraneous terms in the bid for OGS' consideration. Our existing OGS contract associated with Award 22868 – Books and Non-Print Library Materials and Related Ancillary Services – includes extraneous terms for Lot 1.</p>	<p>OGS agrees to make this change. A new section has been added to the Solicitation accordingly: Solicitation (Revised 05/13/2022) Section 3.1.3, <i>Contractor Licensing Terms and Conditions</i>.</p> <p>“Bidders are advised to review all terms and conditions carefully, particularly the licensing terms and conditions for Printed Publications and Non-Print Library Materials. If Licensing Agreement, shrink-wrap or click wrap agreements are associated with Printed Publications and Non-Print Library Materials, it is the responsibility of the potential Bidder/Contractor to offer only those Printed Publications and Non-Print Library Materials that satisfy the license terms and conditions of the Solicitation. License terms that conflict with the terms of Appendix A, Appendix B, this Solicitation, or any resultant Contract shall not be enforceable.</p> <p>Contractor must disclose any forms, “click through”, “shrink wrap” or other pass-through or licensing/subscription terms and conditions or other order information that Contractor will attach to orders or require to be completed with Authorized User purchases, during the RFQ process or prior to order. Documents which contain additional terms or conditions, such as library maintenance agreements or Licensing Agreements, must be disclosed to the Authorized User during the RFQ process or at the time of order submission and receive pre-approval by the Authorized User prior to ordering Products and services.”</p>

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23	Solicitation 23260	3.2.1 Authorized User Access to Electronic Publications	Please note, our company sells e-books from many different aggregators and publishers direct. In order to purchase e-books from these different aggregators and publishers, customers will need to sign e-book licenses with each aggregator or publisher for each platform hosting content before the customer library's purchase order for eContent can be fulfilled. Can OGS confirm that this is acceptable?	<p>As this is a multiple award, it is the intent of OGS to have consistent terms and conditions for all awarded Contractors. Pursuant to Solicitation (Revised 05/13/2022) Section 5.4, <i>Procurement Instructions for Authorized Users</i>, Contractors will have the ability to introduce supplementary licensing/subscription terms and conditions or other order information to Authorized Users for review during the RFQ process or at the time of order.</p> <p>The Authorized User may allow additional terms and conditions provided they do not conflict with Appendix A, the Solicitation, any resultant Contract, or Appendix B. Any conflicting terms shall be void and unenforceable.</p>
24	Solicitation 23260	3.2.4.1.1 Orders, Renewals, and Cancellations	This Contractor respectfully takes exception to section 3.2.4.1, paragraph 1. We cannot guarantee when a subscription will begin as it is dependent on when the order is processed. We request that this paragraph 1 be deleted and replaced as follows, "Subscriptions shall begin on the date specified in Contractor's order forms, based on date of submission by Authorized User and Contractor's processing date."	<p>OGS agrees to make this change. Solicitation (Revised 05/13/2022) Section 3.2.4.1(1), <i>Orders, Renewals, and Cancellations</i>, has been revised accordingly.</p> <p>"Subscriptions shall begin on the date specified in Contractor's order forms, based on date of submission by Authorized User and Contractor's processing date."</p>
25	Solicitation 23260	3.2.4.1.8 Orders, Renewals, and Cancellations	This Contractor respectfully requests clarification to section 3.2.4.1, paragraph 8, as subscriptions are automatically renewed until the Authorized User notifies Contractor of a change to the subscription. We can make changes at any time and for no additional charge, and respond to Authorized User's requests regarding renewal. Please confirm that providing, "...a list of titles to be renewed by the Contractor for the Authorized User's approval prior to the issuance of the annual renewal invoice" is only applicable if and when the Authorized User's makes annual request.	OGS declines to make the requested change. Pursuant to Solicitation (Revised 05/13/2022) Section 3.2.4.1(8), <i>Orders, Renewals, and Cancellations</i> , at the option of the Authorized User, Contractor shall provide a list of titles to be renewed by the Contractor for the Authorized User's approval prior to the issuance of the annual renewal invoice.

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26	Solicitation 23260	3.26 Contractor Licensing Terms and Conditions	If a vendor's Electronic Media Service requires a Service Agreement on behalf of digital content providers, do we provide the requesting Library directly with that agreement or do we also provide a draft copy within our response to this Solicitation?	<p>As this is a multiple award, it is the intent of OGS to have consistent terms and conditions for all awarded Contractors. Pursuant to Solicitation (Revised 05/13/2022) Section 5.4, <i>Procurement Instructions for Authorized Users</i>, Contractors will have the ability to introduce supplementary licensing/subscription terms and conditions or other order information to Authorized Users for review during the RFQ process or at the time of order.</p> <p>The Authorized User may allow additional terms and conditions provided they do not conflict with Appendix A, the Solicitation, any resultant Contract, or Appendix B. Any conflicting terms shall be void and unenforceable.</p>
27	Solicitation 23260	3.4 Lot 4 – Library Resource Management and Research Support Products Performance Requirements 3.4.4 Contractor Licensing Terms and Conditions	This Contractor respectfully takes exception to this provision. We offer a commercial off-the-shelf product. Our own general license terms and conditions apply to our products. We condition any final agreement upon acceptance and incorporation of our Ordering Documents and Additional Terms into any resulting Contract.	<p>OGS declines this request. As this is a multiple award, it is the intent of OGS to have consistent terms and conditions for all awarded Contractors. Pursuant to Solicitation (Revised 05/13/2022) Section 5.4, <i>Procurement Instructions for Authorized Users</i>, Contractors will have the ability to introduce supplementary licensing/subscription terms and conditions or other order information to Authorized Users for review during the RFQ process or at the time of order.</p> <p>The Authorized User may allow additional terms and conditions provided they do not conflict with Appendix A, the Solicitation, any resultant Contract, or Appendix B. Any conflicting terms shall be void and unenforceable.</p>
28	Solicitation 23260	4.2 NYS Vendor File Registration	How am I assigned a NYS vendor number? Who do I send my NYS W9 substitution form to?	Refer to Solicitation (Revised 05/13/2022) Section 4.2, <i>Vendor File Registration</i> .
29	Solicitation 23260	4.3 Format of Bid Submission	Please confirm, the full submission requirement is 2 copies of all required files on USB. The only hardcopy pages required are p. 1 and 2, correct? Are these hardcopy pages to be originals or copies of the original pages?	Refer to Solicitation (Revised 05/13/2022) Sections 4.4, <i>Content</i> and 4.5, <i>Bid Envelopes and Packages</i> .

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30	Solicitation 23260	4.4 Retention of Original Documents	The solicitation requires Bidders who receive awards to retain hard copies of originally signed bid documents for six years after the contract term ends. The solicitation prescribes a contract term of approximately five base years plus up to five additional option years. Therefore, the potential retention period for hard copies is up to 16 years. Our company undergoes regular corporate and nationwide staffing changes that would make retention of hard copies a growing challenge during that span of time. Please omit the requirement to retain hard copies of signed documents. Alternatively, we would be happy to include them in our bid if OGS would like to retain them.	OGS respectfully declines this request.
31	Solicitation 23260	4.4 Content	Will you provide a link to the most current form: EEO 100, Equal Employment Opportunity Staffing Plan (PDF)?	The Commodity & Service Contracts EEO 100 – Staffing Plan may be accessed here: https://ogs.ny.gov/mwbe/forms .
32	Solicitation 23260	4.4 Content	What documents we need to provide for bidding?	Refer to Solicitation (Revised 05/13/2022) Section 4.4, <i>Content</i> , for a list of documents required for a complete Bid submission.
33	Solicitation 23260	4.4 Content	In section 4.4 of the solicitation #14 states to include in the bid submission a copy of at least one governmental and/or municipal contract that shows the discount and/or net pricing and FOB point; or if such contracts are not available, invoices of sales to large entities or corporations with repeat business detailing the discount and/or net pricing and FOB point in accordance with section 5.1 Method of Award. How many invoices per Lot # would be required if no Government contract is available?	Solicitation (Revised 05/13/2022) Section 4.4(14) provides that Bidder provide “invoices of sales to large entities or corporations with repeat business detailing the discount and/or net pricing and FOB point in accordance with Section 5.1, <i>Method of Award</i> .”
34	Solicitation 23260	4.4 Content	#1 Pages 1 & 2 of Solicitation, please confirm that there are no other required printed documents?	Refer to Solicitation (Revised 05/13/2022) Sections 4.4, <i>Content</i> and 4.5, <i>Bid Envelopes and Packages</i> .
35	Solicitation 23260	4.4 Content	Please clarify that in the event the responding company offers multiple business lines, that only one state/government or municipal contract is required with one company submission.	OGS assumes this question is regarding demonstration of reasonableness of price. Pursuant to Solicitation (Revised 05/13/2022) Section 4.4.14, <i>Content</i> , Bidder should provide a copy of at least one governmental and/or municipal contract (GSA, NASPO, other State, etc.) that shows the discount and/or net pricing and FOB point; or if such contracts are not available, invoices of sales to large entities or corporations with repeat business detailing the discount and/or net pricing and FOB point in accordance with Section 5.1, <i>Method of Award</i> . Bidder should provide as many governmental and/or municipal contracts as necessary to demonstrate reasonableness of price for all Products and services bid.

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36	Solicitation 23260	4.4.13 Content	Under section 4.4 #13 requests that a copy of one of the price lists referenced in 5.1 be sent. Could you clarify what type of pricing list we would send for books? Would a digital (or physical) copy of our catalog which lists the Publisher's List Price as well as our discounted pricing suffice?	Refer to Solicitation (Revised 05/13/2022) Sections 5.1, <i>Method of Award</i> ; 4.4, <i>Content</i> ; and 4.5, <i>Bid Envelopes and Packages</i> .
37	Solicitation 23260	4.4.13 Content	Item 13 requests a copy of one of the pricelist types referenced in 5.1. Can this requirement be fulfilled by providing credentials to access our title website? Information on this website is updated on a daily basis.	No, one of the pricelist types referenced Solicitation (Revised 05/13/2022) in Section 5.1, <i>Method of Award</i> , must be provided.
38	Solicitation 23260	4.4.14 Content	Would a cooperative contract of multiple districts be acceptable?(Such as the Texas BuyBoard) Or the State of Florida contract that piggy-backed on the NY state contract?	Yes, pursuant to Solicitation (Revised 05/13/2022) Section 4.4(14), provided that they show "the discount and/or net pricing and FOB point."
39	Solicitation 23260	5.1 Method of Award	How are you defining National Published Pricelist?	Examples of acceptable types of nationally published pricelists are specified in Solicitation (Revised 05/13/2022) Section 5.1, <i>Method of Award</i> .
40	Solicitation 23260	5.1 Method of Award	(1) If we were to provide you an MSLP that would be used to determine reasonable in price for the pricing we have provided in the solicitation, is this something that we would have to have posted on our website? (2) Or, is this just used for the purpose of determining reasonableness? (3) Would you post this on the NYOGS website in addition to the Pricing document/spreadsheet for the solicitation?	(1) No, any nationally published pricelists submitted in accordance with Solicitation (Revised 05/13/2022) Section 5.1, <i>Method of Award</i> , will be used for evaluating reasonable prices at time of bid, and Bidder will not be required to post it to their website. (2) Yes. (3) No, this will not be posted on the OGS website.
41	Solicitation 23260	5.1 Method of Award	Is there a specific format for this MSLP?	Refer to Solicitation (Revised 05/13/2022) Section 4.4, <i>Content</i> .
42	Solicitation 23260	5.1 Method of Award	In the solicitation section 5.1 it states, ""Reasonable prices" may be determined by reviewing percentage discounts and Net Prices offered to GSA, NASPO, prices on any previously awarded NYS Contract," (1) My question is, would our previously awarded NYOGS (award 23044 [REDACTED]) contract be considered a previously awarded NYS contract? (2) Would this be allowed to show reasonableness?	(1) Yes. (2) Yes, pursuant to Solicitation (Revised 05/13/2022) Section 5.1, <i>Method of Award</i> .

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Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
43	Solicitation 23260	5.1 Method of Award	Section 5.1 - States, Bidder should provide copies of at least one governmental and/or municipal contract. Is this a required, or is this optional?	Pursuant to Solicitation (Revised 05/13/2022) Section 5.1, <i>Method of Award</i> , “[a]t the time of the Bid opening, where possible, Bidder must provide copies of at least one governmental and/or municipal contract (GSA, NASPO, other State, etc.) that shows the discount and/or net pricing and FOB point. If such contracts are not available, the Bidder shall supply invoices of sales to large entities or corporations with repeat business detailing the discount and/or net pricing and FOB point. New York State reserves the right to reject any Bidder that does not demonstrate reasonable pricing for this Solicitation.”
44	Solicitation 23260	5.1.1 Lot 1 Printed Publications and Non-Print Library Materials Award Methodology	Paragraph 2 describes the use of list price at the time of order. Any prices formally quoted are based on the list price at the point of quote. Purchases made without formal quote are based upon the publisher’s most current list price at the point of shipment. Is this acceptable?	Yes, this is acceptable. The first two sentences of Paragraph 2 in Solicitation (Revised 05/13/2022) Sections 5.1.1, <i>Lot 1 - Printed Publications and Non-Print Library Materials Award Methodology</i> and 5.1.2, <i>Lot 2 - Electronic Publications Award Methodology</i> have been revised as follows to provide additional clarity: “The List Prices shall be the current List Prices at time of order as published and distributed by the Publishers. Any prices formally quoted are based on the List Price at the point of quote. Purchases made without formal quote are based upon the publisher’s most current List Price at the time of order placement.”
45	Solicitation 23260	5.1.1.2 Bundled Products	This Contractor respectfully takes exception to a portion of this provision as pricing is provided as a total due to the bundled deal provided to Authorized Users. We request that the last sentence of this provision be deleted and replaced as follows. “Bidder shall be required to identify all individual Products that are part of a bundle and the cumulative bundled pricing.”	OGS declines this request.
46	Solicitation 23260	5.1.3.1 Fixed Price - Unlimited End Users and Usage	(1) Please note, a component of our pricing model includes factors additional to FTE, including but not limited to the following higher education classifications: ARL, Graduate level degrees in Business, Law and Medicine. Please confirm this is acceptable. (2) Also, for public libraries, we use population bands as "FTE." Please confirm this is acceptable.	(1) Yes, it is acceptable to define these higher education classifications in the tier chart of Attachment 1 – <i>Pricing (Revised 05/13/2022)</i> . (2) Yes, it is acceptable to use population bands to define public library tiers in the tier chart of Attachment 1 – <i>Pricing (Revised 05/13/2022)</i> .

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47	Solicitation 23260	6.0 Terms and Conditions	Will the State accept / does the State desire a written response to this section, providing additional information on services?	<p>OGS understands this question to pertain to a bidder's ability to introduce additional terms and conditions. As this is a multiple award, it is the intent of OGS to have consistent terms and conditions for all awarded Contractors. Pursuant to Solicitation (Revised 05/13/2022) Section 5.4, <i>Procurement Instructions for Authorized Users</i>, Contractors will have the ability to introduce supplementary licensing/subscription terms and conditions or other order information to Authorized Users for review during the RFQ process or at the time of order.</p> <p>The Authorized User may allow additional terms and conditions provided they do not conflict with Appendix A, the Solicitation, any resultant Contract, or Appendix B. Any conflicting terms shall be void and unenforceable.</p>
48	Solicitation 23260	6.4 Price Updates	<p>Contractor may update their pricelist as follows: Commencing with the first anniversary date of the Bid opening, and annually thereafter, the Contractor may update the pricelist to reflect Contractor price changes and the addition/deletion of Products and services. The Contractor shall provide OGS with one electronic copy of the updated pricing. No Price Updates will be granted to any Contractor who has outstanding Sales Reports, Proof of Insurance or any other documentation that is required under the resulting Contract. Contractors shall be permitted to reduce their pricing any time during the contract term.</p> <p>Any new Products and services added to pricelists shall have a discount structure consistent with existing Products and services on the Contractor's pricelist that are comparable in scope and quantity. Contractors shall submit their updated pricelist to the OGS Procurement Services contract administrator pursuant to the requirements of this section for review and written approval prior to issuing to Authorized Users or posting to the Contractor's dedicated New York State website. The State reserves the right to request copies of existing contracts or pricelists to ensure that the prices offered to the State are reasonable and commensurate with similar purchasers.</p> <p>All approved pricelist updates shall apply prospectively upon approval by OGS. Total price increases for pricelist updates in a single year of the Contract shall not exceed</p>	OGS declines this request.

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			<p>the escalation cap as set forth in the Maximum Price Increase/Escalation Cap subdivision, below. All percentage discounts shall either remain firm (unchanged) or they may increase for the duration of the Contract. If new Products and services are to be added, the Contractor must demonstrate that the Products and services meet the scope as defined in Section 1.2, Scope, and that Products and services will be delivered at a reasonable price as determined by OGS Procurement Services. "Reasonable prices" may be determined by reviewing percentage discounts and Net Prices currently offered to GSA, NASPO, prices on any previously awarded NYS Contract, pricing offered by other Contractors, contracts with other state or government entities, etc. Discount(s) on the Products and services must be equal to or better than those currently offered on Products and services similar in scope.</p>	
49	Solicitation 23260	6.5 Best Pricing Offer	<p>During the Contract term, if the Commissioner becomes aware that the Contractor is selling substantially the same or similar or a smaller quantity and nature of the same a Product to other similarly situated Customers outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, after consultation with the Contractor, may be reduced to a lower price on a prospective basis at the discretion of the Commissioner. The Commissioner reserves the right to request information to verify pricing for the purposes of this clause.</p>	OGS declines this request.

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Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
50	Solicitation 23260	6.5 Best Pricing Offer	<p>This Contractor respectfully requests that this provision be deleted or modified. It is not feasible to compare similarly situated customers, as we have thousands of unique customers, each with their own risk profile and requirements. Unless this Contractor's Additional Terms are accepted, the State/Authorized Users would not be considered similarly situated customers as the unique terms of the Solicitation require several reports and manual processes that have a material operational and financial impact to this Contractor and are not applicable to any other customers. Therefore, it is not commercially reasonable to ask contractors to comply with a clause that fails to take into account the wide range of clients, terms and conditions, differing federal, state and local government requirements, and the administrative burden of compliance.</p>	OGS declines this request.
51	Solicitation 23260	6.6 Price Structure	<p>If, during the Contract Term, the Contractor is unable or unwilling to meet contractual requirements in whole or in part based on the price structure of the Contract, it shall immediately notify the Office of General Services, Procurement Services in writing. Such notification shall not relieve the Contractor of its responsibilities under the Contract. The State may, but is not required to, consider an equitable adjustment in the Contract terms and/or pricing in the circumstances outlined in Appendix B, Savings/Force Majeure.</p> <p>Should the Commissioner in his or her sole discretion determine during the Contract Term that (i) the Contract price structure is unworkable, detrimental, or injurious to the State, or (ii) the Contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment in the Contract terms and/or pricing is mutually agreeable, the State may terminate the Contract upon 10 Business Days written notice mailed to the Contractor, however, all goods delivered and not returned its original packaging, must be paid for by the purchaser.</p>	OGS declines this request.

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Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
52	Solicitation 23260	6.9 Purchasing Card Orders	Please clarify that purchasing cards are a mandatory payment method.	Pursuant to Solicitation (Revised 05/13/2022) Section 6.9, <i>Purchasing Card Orders</i> , acceptance of the State's Purchasing Card is not mandatory. Please also refer to Attachment 5 – <i>Bidder Information Questionnaire</i> question 23.
53	Solicitation 23260	6.11 Invoicing and Payment	<p>The solicitation indicates that invoices “must include detailed line-item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. The solicitation then goes on to provide an extensive list of minimum invoice requirements.</p> <p>With the understanding that this solicitation has been provided to a broad collection of Contractor’s, each with its own special invoicing abilities, can OGS please confirm this Contractor’s understanding that it is sufficient for Contractors to indicate to OGS the extent to which they can satisfy the invoicing requirements outlined in the solicitation?</p> <p>In the alternative, will NY OGS allow vendors who have existing statewide centralized contracts to continue to provide the same invoicing and payment practices as they provide under their current centralized contracts (recognizing that NY OGS has accepted these invoicing and payment practices for the past 5+ years)?</p> <p>If it is a requirement of OGS that all Contractors must provide all required invoicing items, we respectfully take exception to the following fields to be included on invoicing:</p> <ul style="list-style-type: none"> • Order Date (Order Dates will not be provided for subscription purchases). • ISBN or ISSN, as applicable (Product Descriptions will be provided but not numbers). • Unit Price (Per the exceptions noted above, this is dependent on method of ordering. For example, bundled pricing will not show individual “unit” price). • Quantity (Per the exceptions noted above, this is dependent on method of ordering. For example, bundled items may not include quantities of individual items). • Unit of Measure (This is not applicable). 	OGS agrees to make this change. Solicitation (Revised 05/13/2022) Section 6.11, <i>Invoicing and Payment</i> , has been revised accordingly.

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Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
54	Solicitation 23260	6.11.1.4.2 Conversion to New Contractor by Authorized Users	If an interruption in service results from a change in a Contractor, any issues not received shall be obtained by the Contractor who received payment for that period at no additional cost to the Authorized User provided the Authorized User used the product consistent with its use and purpose. Delivery to the Authorized User shall be made by the original Contract delivery and at no extra cost to the Authorized User.	OGS declines this request.
55	Solicitation 23260	6.11.1.5 Printed and Electronic Serials Invoicing and Payments	5. Increases in subscription price shall be allowed if correction in cost is required due to Publisher's change in price or an increase in cost to vendor.	OGS declines this request.
56	Solicitation 23260	6.13 Backordering	Backordering shall be permissible only when authorized by the ordering Authorized User. Contractor shall make commercially reasonable efforts to must complete orders within the guaranteed delivery period offered.	OGS agrees to make this change. Solicitation (Revised 05/13/2022) Section 6.13, <i>Backordering</i> , has been revised accordingly. "Contractor shall make commercially reasonable efforts to complete orders within the guaranteed delivery period offered."
57	Solicitation 23260	6.16 Product Returns and Exchanges	Regarding periodicals, please note that we are not a representative of the publisher and do not receive, stock or mail the issues. Consequently, we 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 (Revised 05/13/2022) Section 6.16, <i>Product Returns and Exchanges</i> , doesn't pertain to missing issues.

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Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
58	Solicitation 23260	6.16 Product Returns and Exchanges	<p>In addition to the provisions of Appendix B, Title and Risk of Loss, Product Substitution, and Rejected Product, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.</p> <p>Contractor shall make commercially reasonable efforts to replace Products shall be replaced within 10 Business Days of written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale; the restocking fee cannot exceed the Net Price of the returned or exchanged Product.</p>	<p>OGS agrees to make this change. Solicitation (Revised 05/13/2022) Section 6.16, <i>Product Returns and Exchanges</i>, has been revised accordingly.</p> <p>“Contractor shall make commercially reasonable efforts to replace Products within 10 Business Days of written notification to the Contractor of the Authorized User’s intent to return or exchange the Product.”</p>
59	Solicitation 23260	6.19 NYS Financial System	Are vendors required to participate in the punchout system?	No, Solicitation (Revised 05/13/2022) Section 6.19, <i>NYS Financial System (SFS)</i> , does not require the provision of a “hosted” or “punch-out” catalog that integrates with SFS.
60	Solicitation 23260	6.20 Web-Based Ordering	Individual ordering agencies or users may establish unique accounts within our firm's existing ordering website. This site would provide access to all materials available for sale. Does this meet the need outlined in this item?	The provision of a web-based ordering system is optional. Bidder should refer to Solicitation (Revised 05/13/2022) Section 6.20, <i>Web-Based Ordering</i> , for a list of all requirements associated with this Section.

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Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
61	Solicitation 23260	6.25 Report of Contract Usage	<p>With the understanding that this solicitation has been provided to a broad collection of Contractor's, each with its own special reporting capabilities, can OGS please confirm this Contractor's understanding that it is sufficient for Contractors to indicate to OGS the extent to which they can satisfy the invoicing requirements outlined in the solicitation?</p> <p>In the alternative, will NY OGS allow vendors who have existing statewide centralized contracts to continue to provide the same invoicing and payment practices as they provide under their current centralized contracts (recognizing that NY OGS has accepted these invoicing and payment practices for the past 5+ years)?</p> <p>If it is a requirement of OGS that all Contractors must provide all required invoicing items, we respectfully take exception to West respectfully takes exception to portions of Attachment 8. Specifically, West requests removal of the following columns from the Report of Contract Usage as not applicable based on bundled pricing and invoicing exceptions above: "Contractor's Invoice #", "Invoice Date", "List Price", "Extended Price (List)" and "% Discount off List Price." In place of the "Invoice Date," West would provide the "Order Date" as noted in the current contract report between the parties.</p>	OGS agrees to make these changes. Attachment 8 – <i>Report of Contract Usage (Revised 05/13/2022)</i> has been revised as follows: The <i>Contractors Invoice #</i> field has been renamed to <i>Purchase #</i> , and the <i>Invoice Date</i> field has been renamed to <i>Order Date</i> on the Instructions tab and across all four Lot tabs.
62	Solicitation 23260	6.33 Consumer Products Containing Mercury	This Contractor respectfully takes exception as this provision is not applicable. We are providing a commercial, off-the-shelf products.	OGS declines this request.
63	Solicitation 23260	6.40 Extension of Use	Any Contract resulting from this Solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State and the Contractor. Political subdivisions and other authorized entities within each participating state or governmental jurisdiction may also participate in any resultant Contract if such state normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions subject to mutual agreement by the parties.	OGS declines this request.

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Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
APPENDIX A				
64	Solicitation 23260	2. Non-Assignment Clause	<p>NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment of all or substantially all of the business or assets of such party, or all or substantially all of the business or assets of the subject business unit of such party, to which this Agreement pertains, whether by is due to a merger, reorganization, merger, acquisition or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.</p>	OGS declines this request.
65	Appendix A	13 Conflicting Terms	<p>This Contractor respectfully takes exception. We provide our customers with access to a commercial off-the-shelf subscription product, which requires certain license terms and conditions. These license terms and conditions—which should take precedence over any other contractual provisions regarding licensing—are contained in our Ordering Documents and any agreed upon Additional Terms.</p>	OGS declines this request.
66	Appendix A	22 Compliance with Breach Notification and Data Security Laws	<p>This Contractor respectfully takes exception to this provision. We comply with our own internal IT/Data security requirements, which will be provided with our bid submission.</p>	OGS declines this request.

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Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
APPENDIX B				
67	Appendix B	2 Definitions	May I have more details about this call for tender please? Who will be the final users and how they will plan to use our database (software)?	Refer to Appendix B, Section 2a., <i>AUTHORIZED USER</i> .
68	Appendix B	2 Definitions	What is the scope of 'Authorized Users' - what libraries entities are included in the scope (i.e., K12, Public Library, Academic, Specialty, etc.)?	Refer to Appendix B, Section 2a., <i>AUTHORIZED USER</i> .
69	Appendix B	13.f. Specific Price Decreases	This Contractor respectfully requests that clauses (i)-(iii) of this provision be deleted. As noted above regarding section 6.5 of the Solicitation, we have thousands of unique customers, each with their own risk profile, varying contractual requirements, and liabilities. Therefore, it is not commercially reasonable to ask contractors to comply with price-matching clauses that fail to take into account the wide range of clients, terms and conditions, differing federal, state and local government requirements, operational requirements, and the administrative burden of compliance.	OGS declines this request.
70	Appendix B	17 TIE BIDS	Appendix B section 17, second sentence, creates a scenario where only one award is possible. However, the main solicitation document's sections 1.1 and 5.4 say the solicitation is "multiple award." Please confirm our understanding that all Bidders complying with solicitation and State requirements are eligible to receive an OGS contract award, including two or more Bidders whose offerings may be similar in some respects.	Yes, pursuant to Section 5.1, <i>Method of Award</i> , awards will be made to all responsive and responsible bidders meeting Solicitation (Revised 05/13/2022) requirements.
71	Appendix B	26 Modification Of Contract Terms	This Contractor respectfully takes exception, as noted above in section 13 of Appendix A. We provide our customers with access to a commercial off-the-shelf subscription product, which requires certain license terms and conditions. These license terms and conditions—which should take precedence over any other contractual provisions regarding licensing—are contained in this Contractor's Ordering Documents. For example, we are contractually obligated by our third-party content providers' agreements to flow down changes regarding content availability, and we cannot agree to obtain consent prior to these changes occurring. The Commissioner has sufficient recourse available should any of these changes materially affect services.	OGS declines this request.

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Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
72	Appendix B	34 Title And Risk Of Loss For Products Other Than Technology Products	TITLE AND RISK OF LOSS FOR PRODUCTS OTHER THAN TECHNOLOGY PRODUCTS Notwithstanding the form of shipment, title or other property interest, risk of loss for Products other than technology Products shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Contract or Purchase Order. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Contract may be rejected or accepted on an adjusted price basis only within ten (10) calendar days' of delivery of Product , as determined by the Commissioner. Title, risk of loss, and acceptance for technology Products shall be governed by the Product Acceptance clause.	OGS declines this request.
73	Appendix B	35 Product Substitution	PRODUCT SUBSTITUTION In the event a specified Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure clause), Contractor shall make commercially reasonable efforts to substitute a Product deemed in writing by the Commissioner to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Commissioner's written approval may be cause for termination of Contract.	OGS declines this request.

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Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
74	Appendix B	36 Rejected Product	REJECTED PRODUCT When Product is rejected, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of rejection by the Authorized User. Upon notification of rejection, risk of loss of rejected or non- conforming Product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification, not including weekends , shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar-day period.	OGS declines this request.
75	Appendix B	39 Employees, Subcontractors And Agents	This Contractor respectfully takes exception since this provision is not applicable. Our services are not a work for hire.	OGS declines this request.
76	Appendix B	40 Assignment	As noted above in Section 2 of Appendix A, this Contractor respectfully requests this provision be modified to provide written notification to the State rather than obtain the State's prior written approval in certain circumstances. Accordingly, we respectfully requests to delete and replace the second sentence to read as follows: "Notwithstanding the foregoing, Contractor may, upon written notice to the State, assign or transfer this Contract where the assignment or transfer is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise."	OGS declines this request.

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Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
77	Appendix B	40 Assignment	ASSIGNMENT In accordance with Section 138 of the State Finance Law, the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute such Contract to any other person, company, firm or corporation in performance of the Contract without the prior written consent of the Commissioner or Authorized User (as applicable); provided, however, any consent shall not be unreasonably withheld, conditioned, delayed or denied. The Commissioner may waive the requirement that such consent be obtained in advance where the Contractor verifies that the assignment, transfer, conveyance, sublease, or other disposition is due to, but not necessarily limited to, an entity that acquires all or substantially all of the business or assets of such party, or all or substantially all of the business or assets of the subject business unit of such party, to which this Agreement pertains, whether by a reorganization, merger, acquisition or consolidation of the Contractor's business entity or enterprise.	OGS declines this request.
78	Appendix B	43(b) Termination For Convenience (pg.67)	Our company does not typically agree to termination for convenience, would NYSOGS consider striking this section?	OGS declines this request.
79	Appendix B	43(b) Termination For Convenience (pg.67)	b. For Convenience This Contract may be terminated at any time by either the Commissioner or the Contractor for convenience upon 60 calendar days or other longer period as specified by written notice, without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this subdivision, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of the termination. Contractor shall use due diligence and fulfill any outstanding Purchase Orders.	OGS declines this request.
80	Appendix B	43(b) Termination For Convenience (pg.67)	This Contractor respectfully requests for this provision to be deleted in its entirety. We are able to provide the best pricing and print discounts contingent on commitment to a specified minimum term.	OGS declines this request.

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Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
81	Appendix B	44 Savings/Force Majeure	<p>█████ requests the following alternate language regarding item 44. Savings/Force Majeure: In addition, The Commissioner and the Contractor may mutually agree to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply...</p>	OGS declines this request.
82	Appendix B	44 Savings/Force Majeure	<p>SAVINGS/FORCE MAJEURE A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, network outages, pandemics, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the Commissioner in the performance of the Contract where non-performance, by exercise of reasonable diligence, cannot be prevented.</p>	OGS declines this request.
83	Appendix B	46(b) Default – Authorized User Failure to Make Payment	<p>DEFAULT – AUTHORIZED USER b. Failure to Make Payment In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 30 calendar days of such delivery and acceptance, the Contractor may, upon five business days advance written notice to both the Commissioner and the Authorized User’s purchasing official, suspend additional provision of Products to such entity until such time as Contractor is satisfied, in its sole discretion, that reasonable arrangements have been made and assurances given by such Authorized User entity for current and future Contract payments has been made.</p>	OGS declines this request.

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Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
84	Appendix B	48 Remedies For Breach	<p>██████ requests the following alternate language regarding item 48. Remedies for Breach: Unless otherwise specified by the Authorized User in a Mini-Bid or Purchase Order, in the event that Contractor fails to observe or perform any term or condition of the Contract and such failure remains uncured after 30 calendar days following written notice by the Commissioner or an Authorized User, the Commissioner or an Authorized User may exercise all rights and remedies available at law or in equity. Notwithstanding the foregoing, if such failure is of a nature that it cannot be cured completely within 30 calendar days and Contractor shall have commenced its cure of such failure within such period and shall thereafter diligently prosecute all steps necessary to cure such failure, such 30-day period may, in the sole discretion of the Commissioner or the Authorized User, be extended for a reasonable period in no event to exceed 60 calendar days. It is understood and agreed that the rights and remedies available to the Commissioner and Authorized Users in the event of breach shall include but not be limited to the following: ...</p>	OGS declines this request.
85	Appendix B	48 Remedies For Breach	<p>This Contractor agrees with the State's right to terminate for breach but respectfully requests that, to avoid conflict within the terms, the length of the uncured breach in Section 48 (i.e., 15 calendar days) be changed to match the length of the uncured material breach in Section 43(a) (i.e., 30 calendar days), and that the breach must be considered material.</p>	OGS declines this request.
86	Appendix B	48(d) Reimbursement of Costs Incurred (pg.69)	<p>Our company does not typically agree to reimbursement of costs incurred, would NY SOGS consider striking this section?</p>	OGS declines this request.
87	Appendix B	48(d) Reimbursement of Costs Incurred (pg.69)	<p>Given the unique nature of the Product and services provided by this Contractor, we respectfully note that it is not commercially reasonable to expect that a contractor will reimburse the State for costs and expenses incurred for acquiring replacement Product, particularly when the Contract was based upon a competitive bid process.</p>	OGS declines this request.
88	Appendix B	52 Security	<p>This Contractor respectfully takes exception since this provision is not applicable. Our services are not a work for hire.</p>	OGS declines this request.

Group 20070 – Books, Serials, Databases, and Library Resource Management Products

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
89	Appendix B	53 Cooperation With Third Parties	53. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating within normal business hours , with any third party, including but not limited to other Contractors or Subcontractors of the Authorized User, as necessary to ensure delivery or performance of Product.	OGS declines this request.
90	Appendix B	54 Warranties (pg.69) 57 Indemnification Relating To Infringement (pg.71)	Our company would prefer our warranties to be governed by our license agreements, would NY SOGS consider making this modification? Additionally, for third-party products, our company would prefer these warranties and the related indemnifications in Section 57 are limited to only products owned by our company or its affiliates. For third party publisher products, publisher product warranties would be passed through to the authorized user. Can NY SOGS accept this?	OGS declines this request.
91	Appendix B	54 Warranties (pg.69)	This Contractor respectfully takes exception for the following reasons. (a) Product Performance - This provision is not applicable. This Contractor is providing a commercial off-the-shelf product that has not been manufactured according to the Authorized User's specifications. (b) Title and Ownership – This Contractor can agree to provide license rights, which will be provided with the Bid, and indemnify Authorized Users specifically from any damages and liabilities arising expressly from third-party intellectual property infringement claims. (c) - (f) – This Contractor cannot offer these warranties as it is providing a commercial off-the-shelf product.	OGS declines this request.
92	Appendix B	54(d) Warranties Virus Warranty	54. WARRANTIES d. Virus Warranty The Contractor represents and warrants to the best of its knowledge that any Product acquired under the Contract by the Authorized User does not contain any known Viruses. Contractor is not responsible for Viruses introduced at an Authorized User's Site.	OGS declines this request.

Group 20070 – Books, Serials, Databases, and Library Resource Management Products

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
93	Appendix B	56 Indemnification	<p>56. INDEMNIFICATION Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold the Authorized Users harmless from suits, actions, proceedings, claims, losses, damages, and costs (including reasonable attorney fees) of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or gross negligence or willfull misconduct of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from this Contract, without limitation; provided, however, that the Contractor shall not be obligated to indemnify an Authorized User for any claim, loss or damage arising hereunder to the extent caused by the negligent act, failure to act, gross negligence or willful misconduct of the Authorized User.</p> <p>The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, or other suit for which Contractor is required to fully indemnify an Authorized User, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor.</p> <p>Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.</p> <p>In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim for death, personal injury or damage to real or personal tangible property caused by any intentional or willful misconduct act, or gross negligence, or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from the Products supplied under this Contract, and Contractor is of the opinion that the allegations in such action or proceeding in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and</p>	OGS declines this request.

Group 20070 – Books, Serials, Databases, and Library Resource Management Products

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
			<p>indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall make reasonable efforts in such event to protect the interests of the Authorized User and attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.</p>	
94	Appendix B	56 Indemnification	<p>This Contractor respectfully takes exception to this clause. We will agree to indemnify Authorized Users for gross negligence and intentional torts, violations of law in providing the services, and for third-party infringement claims related to the services. Accordingly, we request to change the provision to read as follows: "Contractor shall hold and save the State's Authorized Users, its officers, agents, and employees, harmless from and against any and all costs, claims, demands, damages, losses and liabilities accruing or resulting in connection with the performance of this Contract to the extent arising from or in any way related to (i) Contractor's gross negligence or intentionally tortious acts; and (ii) Contractor's violation of any applicable laws in the provision of the Products or services for the authorized uses set forth herein. "</p>	OGS declines this request.

Group 20070 – Books, Serials, Databases, and Library Resource Management Products

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
95	Appendix B	57 Indemnification Relating To Infringement	<p>This Contractor respectfully takes exception to this clause and agrees to indemnify for third party infringement claims. Accordingly, we request to delete and replace the first sentence of this provision to read as follows: "Contractor shall hold and save the State's Authorized Users, its officers, agents, and employees, harmless from and against any and all costs, claims, demands, damages, losses and liabilities accruing or resulting in connection with the performance of this Contract to the extent arising from or in any way related to claims that the Products being licensed under this Contract for the authorized uses set forth herein infringes any U.S. patent, copyright, license, or other proprietary right of any third party. Contractor shall have no obligation under this section to indemnify or defend an Authorized User or the State against a claim of infringement resulting from an Authorized User's modification or alteration of the data provided in conjunction with the Products or the combination of data with any product, application, or service not provided by Contractor."</p>	OGS declines this request.
96	Appendix B	58 Limitation Of Liability	<p>This Contractor respectfully takes exception to this clause and requests that the limitation in section 58.a be revised to a commercially reasonable aggregate limit, rather than an essentially unlimited per claim limit. Therefore, we respectfully requests that section 58/58.a read as follows: "The limit of liability shall be as follows: a. Contractor's total aggregate liability for any claim, loss or liability arising out of, or connected with the Products provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Products forming the basis of the Authorized User's claim or (ii) five hundred thousand dollars (\$500,000), whichever is greater."</p>	OGS declines this request.

Group 20070 – Books, Serials, Databases, and Library Resource Management Products

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
97	Appendix B	58 Limitation Of Liability	58. LIMITATION OF LIABILITY a. Contractor's liability for any claim, loss or liability arising out of, or connected with the Products provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Products forming the basis of the Authorized User's claim. or (ii) five hundred thousand dollars (\$500,000), whichever is greater.	OGS declines this request.
98	Appendix B	60 Software License Grant	This Contractor respectfully takes exception to section 60.a, as we are providing a commercial, off-the-shelf product, and license grants are noted in the Ordering Documents, which will be provided with the Bid. Specifically, this Contractor cannot agree to a perpetual license. As to section 60.f, we cannot provide a license for Licensee's third parties, as the Products are proprietary. Therefore, we respectfully requests that in section 60.f (i), Licensee may not provide the right to use the Product to third parties without Contractor's express written approval.	OGS declines this request.

Group 20070 – Books, Serials, Databases, and Library Resource Management Products

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
99	Appendix B	60(d) Software License Grant	<p>60. SOFTWARE LICENSE GRANT</p> <p>d. Product Technical Support & Maintenance Licensee shall have the option of electing the Product technical support and maintenance (“maintenance”) set forth in the Contract by giving written notice to Contractor any time during the Centralized Contract term. Contractor shall fully disclose all terms and conditions of maintenance available to Licensee, including the extent to which updates, upgrades, revisions, and new releases are included in maintenance. Maintenance terms and any renewals thereof are independent of the expiration of the Centralized Contract term and shall not automatically renew. Unless otherwise provided by written agreement between the Contractor and Licensee, maintenance offered shall include, at a minimum, (i) the provision of Error Corrections, updates, enhancements, revisions, Patches, and upgrades to Licensee, and (ii) help desk assistance at no additional cost, either by toll-free telephone</p> <p>Licensee shall not be required to purchase support and maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon notice to Contractor. In the event that Licensee does not initially acquire or discontinues support and maintenance of licensed Product, it may, at any time thereafter, reinstate support and maintenance for Product without any additional penalties or other charges, by paying Contractor the amount that would have been due under the Contract for the period of time that such maintenance had lapsed, at then current NYS net maintenance rates. Contractor shall submit written notification to Licensees of the upcoming maintenance end date no later than 60 calendar days prior to such maintenance end date.</p>	OGS declines this request.
100	Appendix B	60(g) Archival Back-Up and Disaster Recovery	<p>Regarding item 60.g. Archival Back-Up and Disaster Recovery:</p> <p>█████ requests the removal of this clause; █████ proposes for this contract hosted services, which include backup and disaster recovery services at no additional cost. Additional copies for backup and disaster recovery purposes will not be necessary.</p>	OGS declines this request.

Group 20070 – Books, Serials, Databases, and Library Resource Management Products

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
101	Appendix B	60-66	<p>█████ respectfully seeks clarification as to whether Sections 60 through 66 of Appendix B applies to the following █████ products (█████) because these products do not involve the sale, development or maintenance of the information technology Products, they are offered by way of a subscription base contracting model to content and data-sets available from █████ proprietary websites.</p>	<p>Pursuant to Appendix B, Page 14, with respect to Sections 60 to 66 these sections apply, “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.”</p>
102	Appendix B	61 Product Acceptance	<p>Regarding item 61. Product Acceptance: █████ requests the following alternate language: Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User shall have the option to run testing on the Product prior to acceptance, such tests and data to be specified by Authorized User, but in any case shall be limited to testing the conformance of the Product to the product description and Product Documentation, and in no case shall Authorized User require access to █████ systems or data centers beyond the access authorized by the license granted in this Contract. Where using its own data or tests, Authorized User must have the tests or data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Authorized User, which shall be made part of the Contractor’s standard documentation and shall be covered by the Product warranty. The test data shall remain accessible to the Authorized User after completion of the test. Authorized User shall bear all costs and responsibilities relating to such testing. If Authorized User decides to accept the Product, the testing period shall not affect the date upon which payment is due according to the terms of this Contract.</p>	<p>OGS declines this request.</p>

Group 20070 – Books, Serials, Databases, and Library Resource Management Products

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
103	Appendix B	64.a(iii) Ownership/Title To Project Deliverables - Definitions	Regarding item 64.a(iii) Ownership/Title to Project Deliverables: █████ requests the following alternate language: iii) For purposes of this clause, “Custom Products” means Products, preliminary, final, or otherwise, that are created or developed by Contractor, its Subcontractors, partners, employees, or agents for Authorized User under the Contract. “Custom Products” shall not include updates, Patches, developments, Error Corrections, or any other changes made by Contractor to Existing Products during the term of the Contract.	OGS declines this request.
104	Appendix B	64.b(i).2 Ownership/Title To Project Deliverables – Title to Project Deliverables - Software	As noted above, this Contractor respectfully requests the removal of the word “perpetual” from the license grant, and deletion of the following sentence: “Where these rights are not otherwise covered by the Third-Party Software vendor’s standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense.” We have pre-existing agreements with Third Party Software providers, and cannot guarantee license grants on behalf of such third parties. Accordingly, we also respectfully requests deletion of section 64.e – Contractor’s obligation with regard to third-party software – in its entirety.	OGS declines this request.
APPENDIX C – Primary Security and Privacy Mandates				
105	Appendix C		This Contractor respectfully takes exception to this Appendix C. We comply with our own internal IT/Data security requirements, which will provided with the Bid.	Pursuant to Solicitation (Revised 05/13/2022) Section 6.44, <i>Compliance With Federal, State and Local Regulations</i> , “ if required within the Authorized User Agreement , Contractor will provide verification of compliance with specific Federal, State and local regulations, laws and IT standards that the Authorized User is required to comply with.”
106	Appendix C	1.8 Payment Card Industry Data Security Standard (PCI DSS)	Regarding Section 1.8: One or more of the Products offered as a solution in █████’s proposal may include the ability to integrate with third-party payment card processing software that is not created, sold, or otherwise offered by █████. █████ does not make any warranties or representations regarding such third-party software.	Pursuant to Solicitation (Revised 05/13/2022) Section 6.44, <i>Compliance With Federal, State and Local Regulations</i> , “ if required within the Authorized User Agreement , Contractor will provide verification of compliance with specific Federal, State and local regulations, laws and IT standards that the Authorized User is required to comply with.”

Group 20070 – Books, Serials, Databases, and Library Resource Management Products

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
ATTACHMENT 1 - PRICING				
107	General	Narrative Requirements and Additional Attachments	<p>(1) Please confirm there are generally no narrative requirements other than product descriptions to be included in Attachment 1 - Pricing (i.e., there are no in-line responses required for the qualification section, no title counts required per database).</p> <p>(2) Would it be acceptable to include additional (general offer and company) information as an Executive Summary attachment?</p>	<p>(1) Yes, that's correct.</p> <p>(2) If a Bidder would like to offer product literature or company information for informational purposes, they may do so; however, it is not a requirement.</p>
108	Attachment 1 – Pricing	Lot determination	Which lot should be used for our services? We do not have library pricing. Lot 3 or 4 require library type or library tier.	<p>Pursuant to the Instructions – Lot 3 tab of Attachment 1– <i>Pricing (Revised 05/13/2022)</i>, “if Bidder offers Products to all library types at the same cost, enter "All Libraries" in the library type column.” This will indicate that all Authorized Users are offered the same pricing regardless of library or entity type.</p> <p>Pursuant to the Instructions – Lot 3 tab and the Instructions – Lot 4 tab of Attachment 1 – <i>Pricing (Revised 05/13/2022)</i>, “if Bidder offers Products to libraries at varying price points based on FTE, Bidder shall complete the Tiered Pricing chart.” This is not required if all library or entity types receive the same pricing.</p>
109	Attachment 1 – Pricing		If the Vendor services only State Agency, Public Library, and Academic Institutions, may the Vendor offer be restricted to only those Authorized Users?	No, the contract will be available for use by all Authorized Users as defined pursuant to Appendix B, Section 2a., <i>AUTHORIZED USER</i> .
110	Attachment 1 – Pricing		Different types of Authorized Users will have different purchasing needs. May a vendor submit different offers on Attachment 1 for different types of Users?	Yes. Bidder may provide a discount range in the Discount Off List Price column pursuant to the Instructions – Lot 1 tab of Attachment 1 - <i>Pricing (Revised 05/13/2022)</i> and then specify Authorized User type specific discounts in the Additional Information column of the Lot 1 – Electronic Publications tab of Attachment 1 – <i>Pricing (Revised 05/13/2022)</i> .
111	Attachment 1 – Pricing	Lot 1 - Printed Publications and Non-Print Library Materials	May a vendor offer different pricing for public and school entities? If possible, please advise how to enter the information on the pricing spreadsheet.	Yes. Bidder may provide a discount range in the Discount Off List Price column pursuant to the Instructions – Lot 1 tab of Attachment 1 - <i>Pricing (Revised 05/13/2022)</i> and then specify entity specific discounts in the Additional Information column of the Lot 1 – Electronic Publications tab of Attachment 1 – <i>Pricing (Revised 05/13/2022)</i> .
112	Attachment 1 – Pricing	Lot 1 - Printed Publications and Non-Print Library Materials	Is it a requirement to supply all print books library bound?	No. Bidder should refer to the Lot 1 – Pricing tab and the Instructions – Lot 1 tab of Attachment 1 – <i>Pricing (Revised 05/13/2022)</i> .

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Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
113	Attachment 1 – Pricing	Lot 1 - Printed Publications and Non-Print Library Materials	What is the difference between Trade and Non-Trade in Attachment 1-Lot 1 - Print items 1-10?	A definition for Trade Book has been added to Solicitation (Revised 05/13/2022) Section, 1.9, <i>Definitions</i> . “Trade Book An edition produced by a trade publisher in hardcover and/or paperback publisher's binding for sale to quality booksellers and libraries. Trade editions are published for the general reader, rather than a specific segment of the market.”
114	Attachment 1 – Pricing	Lot 1 - Printed Publications and Non-Print Library Materials	Is quality paperback acceptable?	Yes. Bidder should refer to the list of quality paperback options listed on the Lot 1 – Pricing tab of Attachment 1 – <i>Pricing (Revised 05/13/2022)</i> .
115	Attachment 1 – Pricing	Lot 1 - Print Lot 2 - Electronic Prepayment Plan Discount	Can we provide a discount range for the Prepayment Plan?	Pursuant to the Instructions – Lot 1 tab of Attachment 1 – <i>Pricing (Revised 05/13/2022)</i> , “Additional Discounts: Bidder may include additional discounts based on individual purchases based on volume, prepayment plans, deposit accounts, etc. in the Additional Discounts chart.”
116	Attachment 1 – Pricing	Lot 1 - Print Lot 2 - Electronic Lot 4 - Library Resource Management	Where would you like "detailed explanation of the methodology used to apply the discounts or determine Net Price for purchases and subscriptions" to be inserted (as requested in the main solicitation document, part 5)? Should this be a separate attachment?	Bidders may enter this information within the Additional Information gray shaded Notes areas within each of the respective pricing tabs in Attachment 1 – <i>Pricing (Revised 05/13/2022)</i> .
117	Attachment 1 – Pricing	Lot 2 – Electronic Publications	For Lot 2, please note, we offer multiple eBook ordering platforms online, which offer various workflows. Libraries may choose to use one or multiple platforms based on their needs and preferences. Please confirm the following approach – we will respond with discounts available through our primary (most used) platform, which contains eBooks for sale from a variety of sources. In the “Pricing Notes,” we will specify that additional ordering platforms are available. Content/discounts may vary if using a platform other than the primary. Any additional clarity on how best to present this unique situation would be appreciated.	Bidder may provide a discount range in the Discount Off List Price column pursuant to the Instructions – Lot 2 tab of Attachment 1 – <i>Pricing (Revised 05/13/2022)</i> and then specify platform specific discounts in the Additional Information column of the Lot 2 – Electronic Publications tab of Attachment 1 – Pricing (<i>Revised 05/13/2022</i>).

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Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
118	Attachment 1 - Pricing	Lot 2 – Electronic Publications Lot 3 – Databases Lot 4 – Library Resource Management and Research Support Products	How does this work for members that have current licenses / purchases with us? Would those purchases be excluded from the offer?	This Solicitation (Revised 05/13/2022) covers only purchases made during the Contract period. Contract purchases may only be made by Authorized Users during the base Contract term. See Section 6.1, <i>Contract Term and Extensions</i> .
119	Attachment 1 - Pricing	Lot 2 – Electronic Publications Lot 3 – Databases Lot 4 – Library Resource Management and Research Support Products	How do multi-year licenses work? Do we need to do this exercise each year? Is there an addendum / amendment?	Multi-year licenses are permitted. The following Solicitation (Revised 05/13/2022) Sections have been revised accordingly for clarity: 3.2.1(e) <i>Authorized User Access to Electronic Publications</i> 3.2.4.1(13) <i>Orders, Renewals, and Cancellations</i> 3.3.3(3) <i>Contractor’s Performance Obligations</i> 3.4.1 <i>General Performance</i> “Multi-Year Licenses: Contractor may offer multi-year licenses.” Additionally, pursuant to Solicitation (Revised 05/13/2022) Sections 3.1.2.1(9) and 3.2.4.1(9), <i>Orders, Renewals, and Cancellations</i> , “The Contractor may provide two or three-year renewal periods but must at a minimum offer a one-year renewal period.” Pursuant to Solicitation (Revised 05/13/2022) Section 6.4, <i>Price Updates</i> , “Commencing with the first anniversary date of the Bid opening, and annually thereafter, the Contractor may update the pricelist to reflect Contractor price changes and the addition/deletion of Products and services.”

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Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
120	Attachment 1 - Pricing	Lot 3 - Databases	Our current OGS contract – Award 22868 – includes a “custom packages” selection at the bottom of our price sheet. It says agencies needing access to customized packages of database content and solutions can work with us to create unique packages. It refers agencies to a separate addendum on the price sheet that lists generic categories of database content and associated cost-per-search (transactional) fees. The “custom package” option also lists a not-to-exceed price. While working with us on the existing contract, the State asked us to clarify content the addendum includes. Therefore, for this bid, we wish to revise the addendum by listing with specificity the 1,000+ additional data sources from which agencies can choose. Because the “custom packages” option would display a not-to-exceed fee, our revised addendum would omit individual prices associated with additional sources. Please elaborate on the extent to which OGS is willing to consider this approach.	OGS declines to make this change. Pursuant to Solicitation (Revised 05/13/2022) Section 5.1.3.4, <i>A La Carte Pricing/Customized Options</i> , “Bidder shall be required to identify on their pricelist all individual Products and associated pricing that are part of a bundle.”
121	Attachment 1 - Pricing	Lot 3 - Databases	I noticed new formatting on the database tab, to the right the tier levels are listed out 1-6. In the past we had added columns for the tiers, can we do this again, with separate tabs for each market, or do we need to list the tiers out in rows vs columns? Do we need to also list our Archives under the database tab, or can we have a separate tab for Archives?	Pursuant to the Instructions – Lot 3 tab of Attachment 1 – <i>Pricing (Revised 05/13/2022)</i> , “pricelists may be segmented by Product or service type at the discretion of the Bidder by inserting new rows below Row 14 and formatting them (i.e., by using highlighting/shading, italics, bold, and/or color fonts). Contractor may also add tiers to the Tiered Pricing chart, as described below. Any attempt to alter or modify the Worksheet beyond what is allowed may result in a bid being deemed non-responsive and rejected.”
122	Attachment 1 - Pricing	Lot 3 - Databases	Do we need to list only the tier level # and the tier chart to the right is used as a key that shows the FTE/Pop Served etc.?	Yes, that’s correct.
123	Attachment 1 - Pricing	Lot 3 - Databases	For the "Database Name / Description" - is it acceptable to put the Database Name in column B, and the description separately under "Additional Information" in column H? For a description, would you accept a hyperlink to our website with the full product description, or should this be short introductory text?	Yes, these are acceptable.

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Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
124	Attachment 1 - Pricing	Lot 3 - Databases	Do you have a list of existing product codes / SKUs for current vendor resources that you can share / would like us to use? We do not have these on file.	No. Product SKUs/Product Codes should only be provided if applicable. Solicitation (Revised 05/13/2022) Section 5.1.3, <i>Lot 3 – Databases Award Methodology</i> , as well as the Instructions - Lot 3 tab on Attachment 1 – <i>Pricing (Revised 05/13/2022)</i> , have been revised accordingly for clarity.
125	Attachment 1 – Pricing	Lot 4 – Library Resource Management	Can a tiered pricing table be included for Lot 4, similar to Lot 3?	Yes. A Tiered Pricing table has been added to Attachment 1 – <i>Pricing (Revised 05/13/2022)</i> accordingly.
126	Attachment 1 - Pricing	Lot 4 – Library Resource Management	There is also an additional tab (Library Resource Management) If we do not have products that fall under this tab we just leave blank?	Yes. Pursuant to Solicitation (Revised 05/13/2022) Section 5.1, <i>Method of Award</i> , “a Bidder may bid on one or multiple lots.” The Lot 4 – Library Resource Management tab of Attachment 1 – <i>Pricing (Revised 05/13/2022)</i> should be completed only if Bidder is bidding on Lot 4 – Library Resources.
127	Attachment 1 - Pricing	Lot 4 – Library Resource Management	Under this new Lot #4, it lists what would be covered under this tab on the solicitation. One of the bulleted items listed . Related Optional Products and Services, including supplementary value-added services, such as: enhanced support and hosting fees. If we have hosting fees for products such as ebooks, or archives would these types of hosting fees go under Lot #4?	Yes. Pursuant to Solicitation (Revised 05/13/2022) Section 1.2, <i>Optional Products and Services</i> , shall be listed along with the Lot the hosting fee applies to.
ATTACHMENT 4 – INSURANCE REQUIREMENTS				
128	Attachment 4 – Insurance Requirements	General	As a currently awarded vendor having updated our insurance documents for the current year, may we provide that for verification?	Refer to Attachment 4 – <i>Insurance Requirements (Revised 05/13/2022)</i> for current insurance requirements.
129	Attachment 4 – Insurance Requirements	General	Will the State consider modifications to insurance requirements? How should that be noted in the response?	OGS declines this request.

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Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
130	Attachment 4 – Insurance Requirements	A.3 Certificates of Insurance/Notices	In the last paragraph of section A.3, this Contractor respectfully request deletion of the following: "...although OGS reserves the right to request other proof of insurance. Contractors should refrain from submitting entire insurance policies, unless specifically requested by OGS. If an entire insurance policy is submitted but not requested, OGS shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by OGS does not constitute proof of compliance with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation." As full insurance policies are confidential and proprietary information, this Contractor does not share entire insurance policies with third parties.	OGS declines this request.
131	Attachment 4 – Insurance Requirements	A.6 Self-Insured Retention/Deductibles	In section A.6, Self-Insured Retention/Deductibles, This Contractor respectfully requests deletion of the following: "Deductibles or self-insured retentions above \$100,000 are subject to approval from OGS. Such approval shall not be unreasonably withheld, conditioned, or delayed. Bidders and..." Deductibles are included on our certificates of insurance. Given the volume of this Contractor's customers, it is commercially unreasonable to allow specific clients to dictate deductible amounts.	OGS declines this request. Pursuant to Attachment 4 – <i>Insurance Requirements (Revised 05/13/2022)</i> , disclosure of deductibles or self-insured retentions above \$100,000 are subject to approval from OGS only and do not require approval of individual Authorized Users.
132	Attachment 4 – Insurance Requirements	A.6 Self-Insured Retention / Deductibles	Please confirm deductibles of \$250,000 are approved.	Pursuant to Attachment 4 - <i>Insurance Requirements (Revised 05/13/2022)</i> , Section A.6, <i>Self-Insured Retention/Deductibles</i> , disclosure of deductibles or self-insured retentions above \$100,000 are subject to approval from OGS.
133	Attachment 4 – Insurance Requirements	A.11 Notice of Cancellation or Non-Renewal	Our policy is 30 days for notice of cancellation, except 10 days for non-payment. Please confirm this is acceptable.	No. Pursuant to Attachment 4 - <i>Insurance Requirements (Revised 05/13/2022)</i> , Section A.11, <i>Notice of Cancellation or Non-Renewal</i> , "Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide OGS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation."

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Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
134	Attachment 4 – Insurance Requirements	<p>A.12 Policy Renewal / Expiration</p> <p>A.13 Deadlines for Providing Insurance Documents after Renewal or Upon Request</p>	We receive renewal policy paperwork approximately 30 days after binding, at which time we can distribute to customers. Please adjust the dates for delivery and confirm this is acceptable.	OGS declines this request. The certificate of insurance should be available right away. Endorsements may take a little more time, but the timeline will remain the same as they are often available right away. Section A.13 allows for a 30-day extension on renewing documents.
135	Attachment 4 – Insurance Requirements	A.13 Deadlines for Providing Insurance Documents after Renewal or Upon Request	Do we submit the certificates/policies as proof required along with the signed Business Automobile Liability Insurance Attestation form as part of the total response package or emailed separate from the response package to Katherine.Jezik@ogs.ny.gov?	Attachment 4 (Revised 05/13/2022) has been revised to clarify the attestation should be submitted at the time of bid in accordance with Solicitation (Revised 05/13/2022) Section 4.4, <i>Content</i> .
136	Attachment 4 – Insurance Requirements	B.2 p.5 Business Automobile Liability Insurance	Please note, we have an endorsement to meet this requirement, excluding cross-liability. Please confirm this is acceptable.	All coverage must meet the requirements as stated in Attachment 4 – <i>Insurance Requirements (Revised 05/13/2022)</i> .
137	Attachment 4 – Insurance Requirements	B.1 p.5 Crime Insurance/Employee Dishonesty	Crime Insurance/Employee Dishonesty: Can this insurance requirement be waived?	Please see Attachment 4 – <i>Insurance Requirements (Revised 05/13/2022)</i> Section B.1(b), which provides as follows: “If, during the term of any Contract resulting from this Solicitation, the Contractor does not plan to enter the premises of an Authorized User to fulfill its obligations under this Solicitation in connection with performance under the Contract, the Contractor does not need to obtain Crime Insurance/Employee Dishonesty insurance. The Contractor must attest via email that the Contractor will not enter the premises of an Authorized User to fulfill its obligations under this Solicitation in connection with performance under the Contract.”

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Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
138	Attachment 4 – Insurance Requirements	B.2 p.6 Data Breach and Privacy / Cyber Liability	Data Breach and Privacy/Cyber Liability: Can this insurance requirement be waived considering we already comply with all European GDPR requirements.	OGS declines this request.
139	Attachment 4 – Insurance Requirements	B.2 p.6 Data Breach and Privacy / Cyber Liability	In section B.2, Data Breach and Privacy/Cyber Liability, This Contractor respectfully requests deletion of the last bullet point, stating: “Cyber theft of customer’s property, including but not limited to money and securities.”	OGS declines this request.
140	Attachment 4 – Insurance Requirements	B.2 p.6 Data Breach and Privacy / Cyber Liability	Our cyber coverage is written on a claims-made basis. Please eliminate the requirement for proof of tail coverage.	OGS declines this request.
141	Attachment 4 – Insurance Requirements	Business Automobile Liability Insurance Attestation	Business Automobile Liability Insurance Attestation – This Contractor respectfully requests that the following be deleted from the second to last sentence of the third paragraph, “...and an endorsement providing thirty (30) days’ notice in the event of cancellation, non-renewal, etc. if the policy does not provide such notice)...” Our policies do not include notice provisions and is not administratively feasible to include individual client notice provisions.	OGS declines this request. Copies of specified endorsements need to be provided to OGS only and not all Authorized Users.

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Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
ATTACHMENT 5 – BIDDER INFORMATION QUESTIONNAIRE				
142	Attachment 5 - Bidder Information Questionnaire	General	Can you please confirm it is acceptable to adjust Yes/No drop-down responses to allow for differences across Lots? For example, line item 26: we may offer a prompt payment discount for certain products and services, but not others. Another example, line item 19: we offer a web-based ordering system for eBooks, but not for databases or SAAS products. Please clarify how best to complete in these instances.	Revisions have been made to Attachment 5 - <i>Bidder Information Questionnaire (Revised 05/13/2022)</i> in the rows beneath each respective line item to accommodate this information.
143	Attachment 5 - Bidder Information Questionnaire	Question 29	Please clarify what would be considered a Contract Administrator - financial, technical?	Refer to Solicitation (Revised 05/13/2022) Section 6.18, <i>Contract Administration</i> , for more information regarding the dedicated Contract Administrator.
ATTACHMENT 6 – BIDDER SUBMISSION CHECKLIST				
144	Attachment 6 – Bidder Submission Checklist		In the Bidder Submission Checklist, you do not mention a trial account for access to review the databases. Do you want us to include a trial account with our submission?	No. It is not required to include a trial account.
ATTACHMENT 8 – REPORT OF CONTRACT USAGE				
145	Attachment 8 – Report of Contract Usage	Usage Reporting	(1) On the Contract Usage that I need to submit for the last 36 months. The columns listed in the report asks for PO#. We do not always have a PO# is this a problem? (2) Also, in the on the Lot 2 tab if we have a contract do we list the NYOGS List Price where it has List Price? You have a List Price, extended list price, discount, contract net price and contract extended price. The current usage report only has a List Price, the discount and then the Net Price and total net price.	(1) No. Pursuant to Solicitation (Revised 05/13/2022) Section 2, <i>Bidder Qualifications</i> , “required proof of sales shall be in the form of a summary of the total sales reported, which shall include (a) the names of the National Public Entity that made the purchase, (b) the total amount of sales by purchaser, (c) the date of each sale, and (d) description of product/service sold. In lieu of a summary of sales to National Public Entities, Bidder may provide sales reports for an OGS Contract meeting these requirements.” (2) Yes. Please note that Attachment 8 – <i>Report of Contract Usage</i> , will be used during the lifecycle of resultant Awards from the current Solicitation (Revised 05/13/2022) and is not required to be submitted with proposals, pursuant to Solicitation (Revised 05/13/2022) Section 6.25, <i>Report of Contract Usage</i> .
146	Attachment 8 – Report of Contract Usage		My next report isn't due until 6/15/22 for the period 12/1 – 5/31/22. Do you want a copy of the last one completed for 6/1/21 – 11/30/21?	No. Attachment 8 – <i>Report of Contract Usage</i> will be used during the lifecycle of resultant Awards from the current Solicitation (Revised 05/13/2022) and is not required to be submitted with proposals. Bidder should refer to their existing contract for those sales reporting requirements.
147	Attachment 8 - Report of Contract Usage		Is this attachment mandatory?	No. Attachment 8 – <i>Report of Contract Usage</i> will be used during the lifecycle of resultant Awards from the Solicitation (Revised 05/13/2022) and is not required to be submitted with proposals.