



SOLICITATION

BIDDER PROPOSAL MAY BE SENT TO THE ABOVE ADDRESS ONLY (E-Mail or Facsimile Proposals Are NOT Acceptable)

Table with 2 columns: Solicitation Opening Date/Time and Title; Solicitation Number and Specification Reference; Contract Period.

DESIGNATED CONTACTS:

Table with 2 columns: Dana Ferris (Contract Management Specialist) and Jordan Marryott (Excelsior Fellow) with contact information.

The bid must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Solicitation, Appendix A (Standard Clauses For New York State Contracts), Appendix B (OGS General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, bidder affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b). Information may be accessed at: Procurement Lobbying: http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html

Table with 2 columns: Bidder's Federal Tax Identification Number and NYS Vendor Identification Number.

Form with checkboxes for business types: NYS Small Business, NYS Minority Owned Business, NYS Women Owned Business, NYS Service-Disabled Veteran-Owned Business (SDVOB).

Legal Business Name of Company Bidding:

D/B/A - Doing Business As (if applicable):

Street City State Zip County

Form with checkboxes for manufacturing location: Manufactured Within New York State, Manufactured Outside New York State.

If you are not bidding, place an "x" in the box and return this page only. WE ARE UNABLE TO BID AT THIS TIME BECAUSE

Form for Bidder's Signature, Title, Date, Phone, Fax, E-mail Address, Printed or Typed Name, Toll Free Phone, Toll Free Fax, Company Web Site.

FOR PROCUREMENT SERVICES USE ONLY

Form for P.R. #, LIT, MEMO, LET, OTHER, MISSING PAGES.

ACKNOWLEDGEMENT FORM

BIDDER	
Company Name	NYS Vendor Identification Number:
INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT	
<p>The acknowledgment must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this agreement, Appendix A (Standard Clauses For New York State Contracts), Appendix B (General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, Vendor affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).</p>	
STATE OF	}
	} SS.:
COUNTY OF	}
<p>On the _____ day of _____ in the year 20____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he maintains an office at _____, and further that:</p>	
[Check One]	
<input type="checkbox"/> If an individual): <u>he</u> executed the foregoing instrument in his/her name and on his/her own behalf.	
<input type="checkbox"/> If a corporation): <u>he</u> is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, <u>he</u> is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, <u>he</u> executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.	
<input type="checkbox"/> If a partnership): <u>he</u> is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, <u>he</u> is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, <u>he</u> executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.	
<input type="checkbox"/> If a limited liability company): <u>he</u> is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that <u>he</u> is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, <u>he</u> executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.	
<hr/> Notary Public Registration No.	

RETURN THIS PAGE AS PART OF PROPOSAL

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SECTION 1. OVERVIEW AND PURPOSE OF THIS SOLICITATION

This Solicitation is issued by the New York State Office of General Services (OGS), a New York State (NYS) agency authorized by law to issue Centralized Contracts for use by NYS Agencies and other Authorized Users. This Solicitation will establish Centralized Contracts with Vendors to provide Electronic Database access to NYS Authorized Users on a statewide basis. The Contracts will include a variety of Electronic Databases. OGS issued a Request for Information (RFI) on July 2015, to obtain input from the vendor and Authorized User community prior to OGS development and issuance of this Solicitation.

The OGS Centralized Contracts will be established with vendors meeting specific requirements as detailed in this Solicitation. The intent is to award multiple statewide Contracts to qualified and experienced Vendors who provide Electronic Database access. These OGS Centralized Contracts will provide a set of standardized terms, conditions, and not to exceed pricing. Authorized Users will be able to procure directly from the Centralized Contracts.

OGS intends to award Centralized Contracts to all Database Publishers and/or Aggregators who:

- are responsive to the requirements of the Solicitation
- are deemed responsible by OGS
- meet minimum qualifications as specified in Section 3.1, and
- offer not to exceed prices that are reasonable as determined by OGS.

This Solicitation outlines the terms and conditions, as well as the requirements Vendors must comply with to be considered for Contract Award. Future periodic recruitments will occur at the discretion of OGS.

1.1 GENERAL SCOPE

Electronic Database access for this Solicitation includes, but is not limited to:

- Library Databases
- Full Text Databases
- Numeric Databases
- Meta-Databases
- General Interest Databases
- Discipline-Specific Databases
- Subject-Specific Databases.

1.2 PRODUCTS AND SERVICES EXCLUDED FROM SCOPE OF THIS SOLICITATION AND RESULTING CONTRACTS

- Products currently offered under the OGS Serials Contract (Group 20020) and the OGS Books and Non-Print Library Materials and other Related Ancillary Services (Group 20060)
- Standalone Electronic Journals, transmitted in digital format that require additional terms and conditions (such as a license agreement, shrinkwrap or clickwrap agreements, or user authorizations)
- Learning Training/Distance Services, which includes web-based, computer based, online and internet based training
- Standalone Software
- Hardware of any kind
- Database services offered under the Contract must not allow the Contractor to access the personal, private, or confidential information of any Authorized User.

1.3 REPLACEMENT OF EXISTING STATEWIDE CONTRACTS

This Solicitation is intended to result in the award of Contracts for Electronic Database access to reflect current and future needs. **Contracts resulting from this Solicitation may replace existing OGS Electronic Database Contracts in whole or in part.**

1.4 KEY EVENTS/DATES

Event	Date	Time
Solicitation Release	2/12/16	N/A
Closing Date for Inquiries	2/25/16	11:00 AM ET
Anticipated Posting of Responses to Inquiries	3/3/16	N/A
Closing Date for Receipt of Attachment 1 - Intent to Submit (optional)	3/15/16	11:00 AM ET
Proposals Due / Proposal Opening	3/16/16	11:00 AM ET
Tentative Contract Award Notifications Commence	4/13/16	N/A

1.5 BIDDER NOTIFICATION

Vendor must register with the New York State Contract Reporter (“NYSCR”) at <https://www.nyscr.ny.gov> in order to receive notifications about this Solicitation. Navigate to the “I want to find contracts to bid on” page to register for your free account. In order to receive e-mail notifications regarding updates to the content or status of a particular ad, you must choose the option “send me notification updates on this,” located in the lower right hand corner of the particular ad. Answers to all questions of a substantive nature will be posted in the form of a question and answer document and released through the NYSCR. Any updates to Solicitation documents will also be posted and released through the NYSCR. If you do not opt-in to receive notification updates regarding a particular ad, vendor will not receive e-mail notifications regarding updates, including e-mail notifications regarding the posting of the question and answer document and updates to Solicitation documents. **Be advised that Proposal responses to the Solicitation that do not reflect and take into account updated information may result in Vendor Proposal being deemed non-responsive to the Solicitation.**

1.6 GLOSSARY

In addition to the terms defined in Appendix B, Section 2, Definitions, the following definitions shall apply in this Solicitation.

Term	Definition
Aggregator	A bibliographic service that provides online access to the digital full-text of periodicals published by different publishers.
Back File Access	The ability to access information within a resource before a subscription period begins.
Business Day	Monday through Friday from 8:00 AM – 5:00 PM ET, excluding New York State and federal holidays.
Concurrent User	Specified number of simultaneous users accessing the database(s).
Electronic Database	Large, regularly updated file of digitized information (bibliographic records, abstracts, full text documents, directory entries, images, statistics, etc.) related to a specific subject field consisting of records of uniform format organized for ease and speed of search and retrieval and managed with the aid of Database Management System (DBMS) Software.
Database Management System (DBMS)	A computer application designed to control the storage, retrieval, security, integrity, and reporting of data in the form of uniform records organized in a large searchable file called a database. The range of available DBMS software extends from simple systems intended for personal computers to highly complex systems designed to run on mainframes.
Database Publisher / Aggregator	Company that uses specialized techniques to generate documents from source data and provide to end users through an Electronic Database.
Discipline Specific Database	Information provided is focused on a discipline or area, however may include information from multiple related subject areas.

Term	Definition
Electronic Database Publisher	A person or corporate entity that prepares and issues printed materials for public sale or distribution, normally on the basis of a legal contract in which the publisher is granted certain exclusive rights in exchange for assuming the financial risk of publication and agreeing to compensate the author, usually with a share of the profits.
Full Text Database	Contains the complete text of any documents (e.g. books, journals, newspapers, magazines).
Full Time Equivalent End User (FTE)	<ul style="list-style-type: none"> • For State agencies and Authorized Users not otherwise identified below, the number of full time employees shall be the number of FTEs. • For a higher educational institution, it shall refer to the student enrollment expressed as the number of full time students. • For K-12 educational institutions, each student shall be considered one (1) FTE. • For public libraries, the census population served shall be deemed to be the number of FTEs.
General Interest Database	The materials contain a broad range and include varying disciplines and subjects.
Governmental Entity	A federal, state, or municipal entity located in the United States.
Hardware	Equipment or any of the associated components of that equipment, including computers and other machines.
Library Database	A large catalog or index of organized information.
List Price	Manufacturer's suggested retail price
Mandatory	Refers to items or information that the State has deemed that a Vendor must submit as compulsory, required and obligatory. These items or information are noted as such, or the requirements may be phrased in terms of "must" or "shall".
Metadata Database	Information about data itself, including size, origination or other descriptors.
Net Price	List Price less all applicable discounts and the price paid by Authorized Users of the resultant Contract.
Numerical Data Database	This includes statistical and other numerical data.
Optional	Refers to items or information that the State has deemed that it is optional for a Vendor to submit. These items or information are noted as such, or the requirements may be phrased in terms of "will", "may", or "should".
Procurement Services	<p>The department within the New York State Office of General Services that is authorized by law to issue centralized, statewide contracts for use by New York State agencies, political subdivisions, schools, libraries and others authorized by law to participate in such contracts.</p> <p>http://nyspro.ogs.ny.gov</p>
Standalone Software	Software necessary for the access or use of data maintained in the Database.
Standalone Electronic Journal	Journals or magazines that are accessed via electronic transmission.
Subject Specific Database	This includes information from academic or scholarly journals and trade or professional publications
Subscription Period	The period of time that a database is available for use by a state Agency or other Authorized User
Vendor	An entity that sells goods or services.

SECTION 2. ADMINISTRATIVE INFORMATION

2.1 DESIGNATED CONTACTS

OGS Designated Contacts are found on the Cover Page of this Solicitation.

2.2 INQUIRIES AND PROPOSED BID DEVIATIONS

Questions regarding the Solicitation shall only be submitted to the Designated Contacts via email and will only be accepted via e-mail. Please use Attachment 2 – Inquiry and Bid Deviation Template to submit any questions. Answers to all questions of a substantive nature and bid deviations will be provided to all prospective Vendors in the form of a question and answer document. The deadlines for submission of questions and bid deviations are stated in **Section 1.4 - Key Events and Dates**.

Vendor is advised that OGS will not entertain any deviations to Appendix A (New York State Standard Clauses). OGS will also not entertain deviations to the Solicitation or Appendix B (General Specifications) that are of a material and substantive nature. A Vendor should note that all clarifications including those relating to the terms and conditions of a Contract are to be resolved prior to Vendor Proposal submission.

2.3 INTENT TO SUBMIT

A Vendor is encouraged, but not required, to complete and submit Attachment 1 – Intent to Submit. Completing this document will allow OGS an opportunity to commence Vendor Responsibility review prior to the Proposal Due Date, which will allow for quicker review of Vendor Proposals. Attachment 1 – Intent to Submit should be received by OGS by the date in **Section 1.4 - Key Events and Dates**. By submitting Attachment 1 – Intent to Submit, a Vendor is not obligated to submit a Vendor Proposal. Attachment 1 – Intent to Submit should be completed and sent to Designated Contacts via email. Prospective Vendors assume sole responsibility for timely receipt of the intent notification.

2.4 SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING

Pursuant to State Finance Law §§139-j and 139-k, this Solicitation includes and imposes certain restrictions on communications between OGS and a Vendor during the procurement process. A Vendor is restricted from making contacts from the earliest notice of intent to solicit Proposals through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified on the first page of this Solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Vendor pursuant to these two (2) statutes. Certain findings of non-responsibility can result in rejection for Contract award and in the event of two (2) findings within a four (4) year period, the Vendor is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: http://www.ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp.

2.5 NEW YORK STATE PROCUREMENT RIGHTS

New York State reserves the following rights:

- A. Reject any or all Vendor Proposals received in response to the Solicitation,
- B. Withdraw the Solicitation at any time, in whole or in part, in OGS' sole discretion,
- C. Make an award under the Solicitation in whole or in part,
- D. Disqualify any Vendor whose conduct and/or Vendor Proposal fails to conform to the requirements of the Solicitation,
- E. Seek clarifications and revisions of Vendor Proposal(s),
- F. Prior to the Proposal opening, amend the Solicitation specifications to correct errors or oversights, or to supply additional information, as it becomes available,
- G. Prior to the Proposal opening, direct Vendor to submit Vendor Proposal modifications addressing subsequent Solicitation amendments,
- H. Change any of the schedule dates with notification through the NYS Contract Reporter,
- I. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Vendors,
- J. Waive any requirements that are not material,
- K. Negotiate with the Vendor(s) responding to this Solicitation within the Solicitation requirements to serve the best interests of the State. This includes requesting clarifications of any or all Vendors' Proposals,
- L. All Vendor Proposals and accompanying documentation shall become the property of the State of New York and shall not be returned,
- M. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Vendor's Proposal and/or to determine a Vendor's compliance with the requirements of the Solicitation, and
- N. OGS reserves the right to unilaterally make non-material revisions, changes and/or updates to the Attachments to the OGS Centralized Contract without processing a formal amendment and/or modification.

2.6 SOLICITATION DOCUMENTS

The following appendices and attachments, attached hereto, are hereby expressly made a part of this Solicitation as fully as if set forth at length herein.

- The Solicitation (that portion preceding Appendix A)
- Appendix A – Standard Clauses for New York State Contracts (January 2014)
- Appendix B – General Specifications (May 2015)
- Appendix C – Insurance
- Appendix D – Contract Modification Procedure
- Attachment 1 – Intent to Submit
- Attachment 2 – Inquiry Template
- Attachment 3 – Verifiable Sales Certification
 - Attachment 3A – Verifiable Sales Tab
- Attachment 4 – Pricing Submittal
- Attachment 5 – Contractor Information
- Attachment 6 – Encouraging use of NYS Business in Contract Performance
- Attachment 7 – Use of Service-Disabled Veteran-Owned Businesses (SDVOBE)
- Attachment 8 – NYS Required Certifications
- Attachment 9 – Submission Checklist
- Attachment 10 – FOIL Exemption Request

2.7 CONFLICT OF TERMS AND CONDITIONS

In the case of any conflict among these Proposal documents, conflicts shall be resolved in the following order of precedence:

- A. Appendix A, Standard Clauses for New York State Contracts (January 2014);
- B. The Solicitation;
- C. Appendix B, General Specifications (May 2015); and
- D. All other Appendices and Attachments in sequential order.

2.8 CONTRACT TERM

The term of each Contract, shall be a maximum of five (5) years commencing on the date the first Contract is approved by OGS, and all Contracts will end on the same date, regardless of start date. The State reserves the right to extend these Contracts for one (1) optional two (2) year term.

Upon termination of the Contract, all rights and obligations shall survive in accordance with procurements made prior to Contract termination, however, such procurements should not exceed 12 months beyond the Contract end date.

2.9 METHOD OF AWARD

In accordance with New York State Finance Law Article 11-A, it is the intent of OGS to award Centralized Contracts for Electronic Online Database access to all responsive and responsible Vendors offering reasonable rates as determined by OGS. All responsive and responsible Vendors will be offered a Contract with uniform terms and conditions.

2.10 VENDOR DEBRIEFING

Unsuccessful Bidders shall be notified upon Notification of Award to the winning Contractor(s). A Bidder shall be accorded fair and equal treatment with respect to its opportunity for debriefing. Requests for debriefings may be made both prior to and after Contracts are awarded. Requests for debriefings by unsuccessful Bidders must be addressed to OGS in writing. For debriefings prior to Contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that Bidder's proposal or bid. The debriefing prior to Contract award should be requested in writing within 14 calendar days of notification that the bid or proposal was disqualified from further consideration or the Bidder was a non-awardee.

After Contract award, OGS shall, upon request, provide a debriefing to any unsuccessful Bidder that responded to the solicitation, regarding the reason that the proposal or bid submitted by such Bidder was not selected for a Contract award. The post-award debriefing should be requested in writing within 14 calendar days of posting of the Contract award on the OGS website.

2.11 PERIODIC RECRUITMENT

The State reserves the right to add new Contractors during the term of the OGS Centralized Contract via Periodic Recruitment. OGS will formally announce when the Periodic Recruitment Solicitation is issued. It is at the discretion of OGS when a future Periodic Recruitment shall commence. A Periodic Recruitment will be publicly announced through all standard means including, but not limited to: the NYS Contract Reporter; and OGS website.

All OGS Centralized Contracts awarded under the Periodic Recruitment will commence upon OGS approval. All Contracts will co-terminate on the then current end date of the Centralized Contract or at the end of any approved extension or renewal period.

SECTION 3. VENDOR QUALIFICATIONS

The Vendor Proposal shall clearly provide all of the information required by this Solicitation. Emphasis should be concentrated on conformance to the instructions, responsiveness to the requirements, and clarity of content. The Vendor is advised to thoroughly read and follow all instructions contained in this Solicitation. Responses that do not comply with these instructions may be deemed non-responsive. The State does not require, nor desire, any promotional material.

3.1 MINIMUM QUALIFICATIONS

Proposals will be accepted only from Electronic Database Publishers and/or Aggregators. OGS reserves the right to request any additional information pertaining to the Vendor's ability, qualifications, and procedures used to provide the Electronic Database access under this Contract.

The Vendor must be a responsible Bidder who can demonstrate verifiable Electronic Database Access sales as set forth in Section 3.2, Verifiable Sales, to any Governmental Entities, in providing the services in scope for this Solicitation as defined in Section 1, Overview and Purpose of this Solicitation.

3.2 VERIFIABLE SALES

A Bidder must demonstrate a minimum cumulative \$250,000.00 in verifiable sales to any Government Entity for any consecutive 12 month period. **For the initial solicitation, the 12 month period shall commence no earlier than thirty-six (36) months prior to the solicitation release date. For subsequent periodic recruitments, if any, the 12 month period shall commence no earlier than thirty-six (36) months prior to the release date of the solicitation for the respective periodic recruitment.**

All Bidders must complete and submit Attachment 3 – Verifiable Sales Certification.

If a Bidder is a current or previous NYS OGS Contract holder under Group 79100 and has provided sales reports to NYS during the timeframe indicated within this section that satisfy the minimum cumulative \$250,000.00 in verifiable sales, then that Bidder is not required to submit invoices or Attachment 3A - Verifiable Sales Table. For those Bidders that must submit Attachment 3A, each qualifying invoice detailing and highlighting the actual Products sold is required for verification purposes and must be submitted with Attachment 3A – Verifiable Sales Table. Failure to comply with this Solicitation requirement may result in disqualification of the proposal for non-responsiveness. Vendors are encouraged to submit their highest sales dollar invoices to meet this requirement. Each paid invoice will contain the following information:

- Vendor Name
- Government Entity name
- Invoice date
- Invoice number
- Total Sales for the invoice

3.3 PRICING REQUIREMENTS

3.3.1 PRICING OPTIONS

Vendors are not required to offer all the pricing options listed below, but are highly encouraged to offer all available pricing options offered by the Vendor.

The pricing submitted in Attachment 4 – Pricing Submittal should include multiple pricing options, including, but not limited to the following options:

3.3.1.1 Fixed Price – Unlimited Users and Usage

This will provide unlimited access to the Vendor's database(s) for an annual fixed fee that will be based on Full Time Equivalents (FTEs). Full Time Equivalents are based on one of the following factors: number of employees at an entity, enrollment, book budget, IP class, per site charges or other standard pricing for unlimited access licensing by the Authorized User utilizing the State contract.

3.3.1.2 Unlimited Usage - Limited Concurrent Users

Where Vendor provides a database(s) based upon "Maximum Simultaneous or Concurrent User Session", Vendors will grant license rights to the specified maximum number of concurrent users authorized to access the Database simultaneously without reference to location or named users in accordance with the specific terms of the applicable license. If the Authorized User diminishes the specified maximum number of simultaneous users authorized to access the Licensed Database during the license term, Authorized User would be entitled to a credit for the price difference for the applicable time period (i.e. from the start date of the lower usage to the end of the license term).

3.3.1.3 Transactional Charges for Occasional Users

This option is intended to address the needs of an occasional user of a database for instances where Authorized User's database access does not justify the fixed fee for unlimited access based on FTEs or simultaneous user approaches. The desired approach is a solution that is results oriented (e.g. per citation charge).

3.3.1.4 A La Carte Pricing

A la carte pricing is designed for Authorized Users who may not require all the resources in a database, but enables authorized users to select resources to best fit their needs. If a Vendor elects to include this pricing model, they must provide a complete breakdown of the pricing model.

3.3.2 REASONABLENESS OF PRICE - PRICING SUBMITTAL

Vendor is required to demonstrate that all the New York proposed prices are reasonable. The Vendor Proposal must include Attachment 4 – Pricing Submittal and the associated files, to demonstrate that the rates offered to NYS are at or below rates offered to other Government Entity customers.

Vendor will submit documentation from other Government Contracts, as defined within the Solicitation, to verify price reasonableness. Examples of acceptable comparison pricing are:

- Approved Federal Contracts such as GSA Supply Schedule (indicate GSA Schedule #)
- Prices on any awarded NYS Contract (indicate NYS Contract #)
- Contracts with another State or Government entity (indicate Entity and Contract #)

OGS reserves the right to conduct additional research and request additional information to assess the reasonableness of pricing. If reasonableness of pricing is not demonstrated to OGS' satisfaction, the Proposal may be deemed non-responsive and ineligible for Contract award.

3.3.3 PRICING BASED ON GSA PRICING

Where the Price is based upon an approved GSA Supply Schedule then:

3.3.3.1 Associated Discounts

Authorized Users shall be entitled to all associated discounts enumerated in the GSA Supply Schedule (including, but not limited to discounts for additional sites and volume discounts), as well as any other pricing or discount terms as are expressly enumerated in this NYS Contract or GSA schedule, when calculating the NYS Price.

3.3.3.2 Industrial Funding Fee

GSA pricing incorporates a sum referred to as the “GSA Industrial Funding Fee (IFF)”. Contract prices will be reduced by an amount equivalent to the IFF. The NYS Price will be calculated by reducing the published GSA price, after the discounts, if any, set forth in 3.3.3.1 above, downward by the amount of the Industrial Funding Fee, currently set at .75%.

3.3.4 VOLUME AND AGGREGATE DISCOUNTS

A Vendor is encouraged to offer volume discounts on Attachment 4 – Pricing Submittal. The Vendor should also provide aggregate discounts based on volume pricing levels.

3.3.5 PERCENTAGE DISCOUNTS

All percentage discounts may be increased by the Vendor for the duration of the resulting Contract, but may not be decreased by the Vendor for the duration of the resulting Contract.

3.3.6 PRICE INCREASES

Pricing included in Attachment 4 – Pricing Proposal submitted with the Solicitation response shall remain in effect for twelve months from the Contract start date. Thereafter, Contractor may request annual price increases to reflect price changes. The annual price increase will be limited to a maximum increase to the lesser of three (3%) percent or the percent increase in the latest copy of the Consumer Price Index – All Urban Consumers (Series Id CUUR0100SA0, Area: Northeast Urban, Base Period: 1982-84=100) for national average, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, DC 20212. The Internet Services and Electronic Information Providers index is also available through the Internet at the Bureau of Labor statistics web site at <http://stats.bls.gov/cpi/data.htm>.

Price increases are subject to all Contract update provisions included within Appendix D – Contract Modification Procedures, including documentation of reasonableness of price.

3.3.7 PROMPT PAYMENT DISCOUNTS

If a Vendor offers a discount for prompt payment, the Contractor shall include the terms of the discount on all invoices, the amounts which are due if the Authorized User meets the terms, and the date for which the prompt payment discount(s) expire. See Attachment 5 – Contractor Information.

3.4 DESIGNATED PERSONNEL

The Vendor will provide designated personnel for the duration of the Contract at no charge to the State. Designated personnel is to be indicated on Attachment 5 – Contractor Information identifying designated personnel. It is likely that contacts may be duplicated across fields. If contacts are duplicated, please make note of this on Attachment 5 – Contractor Information.

3.4.1 CONTACT INFORMATION

This is Contact Information for the Vendor submitting a response to this Solicitation. Information to be included: Company Name, Address, Website, Federal ID, NYS Vendor ID, and Toll-Free Number.

3.4.2 CONTRACTOR ADMINISTRATOR

Vendor must provide a designated Contract administrator to support the updating and management of the Contract on a timely basis. Information regarding the administrator is set forth in Attachment 5 – Contractor Information. During the term of the Contract, the Vendor must notify OGS within five (5) business days if its Contract Administrator changes, and provide an interim contact person until the position is filled. Contractor may submit a Contract Administrator change by submission electronically via e-mail of a revised Attachment 5 – Contractor Information to the OGS Contract Administrator.

3.4.3 SALES/BILLING CONTACT

This is a designated billing contact. The billing contact will become the single point of contact between the Vendor and the Authorized User for matters related to invoicing, billing, and payment.

3.5 TECHNICAL REQUIREMENTS

3.5.1 SYSTEM AVAILABILITY

The system will be available at least 99% of the time.

3.5.2 SCHEDULED MAINTENANCE

Vendors must notify Authorized Users at least 48 hours prior to scheduled maintenance that interrupts Authorized User access to an Electronic Database. OGS requests that scheduled maintenance **NOT** be performed during normal Business Day.

3.5.3 SUPPORT

At a minimum, support must be available during normal Business Day. Vendors will provide support services through an 800 number and describe other support services offered. **The 800 number and description of other support services offered are to be detailed in Attachment 5 – Contractor Information.**

3.5.4 LICENSED DATA

Vendors shall indicate on Attachment 4 – Pricing Submittal, Column G, content that is licensed within a Database. If content, features, or services are discontinued during a Subscription Period, Vendors shall provide Authorized Users with an alternate database and/or additional database content, so as to maintain the same level of service. If the same level of service cannot be maintained, Vendor shall provide prorated credit to the Authorized User(s).

3.5.5 BACK FILE ACCESS

If Vendors have Back File Access terms, the terms should be included within Attachment 4.

3.5.6 ELECTRONIC DATABASE CATEGORIES

Vendors are to include, the subject categories covered by their product, including but not limited to, the following subject categories: general, business, social sciences, health, education, science, technology and law, on Attachment 4 – Pricing Submittal. State whether the Electronic Databases (or combination of databases) include periodicals and how many periodicals are provided. Provide a list of titles or other descriptive information covered in each Electronic Database, including information on indexing, full text and imaged. Provide data on the numbers of titles indexed in each Electronic Database.

3.5.7 RSS FEEDS

Vendors are to indicate on Attachment 4 – Pricing Submittal, if RSS Feeds are allowed, and if so, if they are included in the price of the resource.

3.5.8 CUSTOMIZATION

Vendors are to make OGS aware if customizations are allowed to the database being offered, by stating on the price page. If customizations are allowed, include the price for performing such customizations.

3.6 NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY

Review of Prospective Contractors

OGS conducts a review of prospective Contractors (“Vendors”) to provide reasonable assurances that the Vendor is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter “Questionnaire”) is used for non-construction Contracts and is designed to provide information to assess a Vendor’s responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a Proposal, Vendor agrees to fully and accurately complete the Questionnaire. The Vendor acknowledges that the State’s execution of the Contract will be contingent upon the State’s determination that the Vendor is responsible, and that the State will be relying upon the Vendor’s responses to the Questionnaire, in addition to all other information the State may obtain from other sources, when making its responsibility determination.

OGS recommends each Vendor file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller’s (OSC) website, http://www.osc.state.ny.us/vendrep/vendor_index.htm or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Vendors opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

In order to assist the State in determining the responsibility of the Vendor prior to Contract Award, the Vendor must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the Proposal due date. A Vendor’s Questionnaire cannot be viewed by OGS until the Vendor has certified the Questionnaire. It is recommended that all Vendors become familiar with all of the requirements of the Questionnaire in advance of the Proposal opening to provide sufficient time to complete the Questionnaire.

The Vendor agrees that if it is awarded a Contract the following shall apply:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. The Commissioner of OGS or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.

The Contractor agrees that if it is found by the State that the Vendor’s responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor’s expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the Contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

3.7 NEW YORK STATE VENDOR FILE REGISTRATION

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) and any designated authorized resellers who accept payment directly from the State, must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company and to each of your authorized resellers (if any) for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York.

If Bidder is already registered in the New York State Vendor File, list the ten-digit vendor id number on the first page of this bid document. Authorized resellers already registered should list the ten-digit vendor id number along with the authorized reseller information.

If the Bidder is not currently registered in the Vendor File, complete the enclosed OSC Substitute W-9 Form and submit it with your bid. In addition, if authorized resellers are to be used, an OSC Substitute W-9 form should be completed by each of the designated authorized resellers and submitted to the Office of General Services. The Office of General Services will initiate the vendor registration process for all Bidders recommended for Contract Award and their authorized resellers. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application.

For more information on the vendor file please visit the following website:
http://www.osc.state.ny.us/vendor_management/

3.8 TAX LAW §5-A

Section 5-a of the Tax Law requires certain Contractors awarded State Contracts for commodities, services and technology valued at more than \$100,000 to certify to the NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

A Contractor is required to file the completed and notarized Form ST-220-CA with OGS certifying that the Contractor filed the ST-220-TD with DTF. Note: DTF receives the completed Form ST-220-TD, not OGS. OGS ONLY receives the Form ST-220-CA. Form ST-220-CA must be filed with the Proposal and submitted to the procuring covered Agency certifying that the Contractor filed the ST-220-TD with DTF. Contractor should complete and return the certification forms within five (5) business days of request (if the forms are not completed and returned with Proposal Proposal). Failure to make either of these filings may render a Contractor non-responsive and non-responsible. Contractor shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Website links to the Contractor certification forms and instructions are provided below. Form No. ST-220-TD must be filed with and returned directly to DTF and can be found at

http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the Contractor, its affiliate(s), or its subcontractor(s), a new Form No. ST-220-TD must be filed with DTF.

Form ST-220-CA must be submitted to OGS. This form provides the required certification that the Contractor filed the ST-220-TD with DTF. This form can be found at http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf. Vendors may call DTF at (518) 485-2889 for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF website: <http://www.tax.ny.gov>.

SECTION 4. BIDDER PROPOSAL

In the case of discrepancies between hardcopy and electronic Proposals, the original signed hardcopy shall take precedence. Failure to submit the Vendor Proposals as specified herein may result in a Vendor Proposal being considered non-responsive and ineligible for Contract Award.

4.1 PACKAGING

Each Proposal should be packaged, sealed and submitted to the location below. A Vendor is solely responsible for timely delivery of its Proposal to the location set forth in the Solicitation prior to the stated Proposals Due / Proposal Opening stated in *Key Events/Dates*.

**Office of General Services
Procurement Services
38th Floor, Corning Tower, ESP,
Albany NY 12242**

Each Proposal should have a label on the outside of the package or shipping container outlining the following information:

PROPOSAL ENCLOSED
Solicitation 22894
Solicitation Due March 16, 2016
11:00 AM

In the event that a Vendor fails to provide such information on the envelope or shipping material, OGS reserves the right to open the shipping package or envelope to determine the proper Solicitation number, and the date and time of Solicitation opening. Vendor shall have no claim against OGS arising from such opening and such opening shall not affect the validity of the Proposal.

The Vendor assumes all risk of late delivery associated with the Vendor's Proposal not being identified, packaged or labeled in accordance with the foregoing requirements.

All Proposals will be signed by a person authorized to commit the Vendor to the terms of the Solicitation and the content of the Vendor's Proposal.

4.2 PROPOSAL DOCUMENTATION

ADMINISTRATIVE DOCUMENTS (see Attachment 9 for detailed specifics):

- a) Completed and signed Pages 1 and 2 of this Solicitation Cover Sheet and Acknowledgement Page (PDF)
- b) Attachment 3 – Verifiable Sales
 - If applicable, Attachment 3A (Microsoft Excel) and all invoices referenced
- c) Attachment 4 – Pricing Submittal (Microsoft Excel)
- d) Attachment 5 – Contractor Information
- e) Attachment 6 – Encouraging Use of NYS Business in Contract Performance (PDF)
- f) Attachment 7 – Use of Service-Disabled Veteran-Owned Businesses (PDF)
- g) Attachment 8 – NYS Required Certifications (PDF)
- h) Attachment 9 – Proposal Checklist
- i) Proof of Compliance with Insurance Requirements as set forth in Appendix C, Insurance (PDF)
- j) Form ST-220-CA Contractor Certification to Covered Agency (PDF)
- k) Equal Employment Opportunity Staffing Plan (Form EEO 100)
- l) NYS Vendor Responsibility Questionnaire For-Profit Business Entity (*not required if completed online via the New York State VendRep System*)

4.3 ELECTRONIC PROPOSALS

One electronic proposal shall be included on Microsoft Windows formatted USB flash drive(s) and must be clearly labeled as outlined in Attachment 9 – Submission Checklist. USB flash drive(s) cannot be password protected or require the installation of software in order to read files. All Proposals shall be saved in separate unprotected files in Microsoft Office products (Word and Excel). Where applicable, the Microsoft Office product has been identified in parenthesis in the above document listing in Section 4.2.

Electronic Proposal will be externally labeled in the following manner:

Vendor Name, Solicitation # 22894

4.4 HARDCOPY PROPOSALS

The official name of the Vendor's organization, as well as the name and number of the Solicitation, must appear on the outside front cover of each copy. If the Vendor Proposal is submitted in a loose-leaf binder, this information should also appear on the spine of the binder.

Hardcopy Proposal will include: Two (2) hard copies clearly labeled, one set with original signatures, clearly labeled as "Originals," containing the documents required in Attachment 9 – Submission Checklist, completed in their entirety, signed in black or blue ink, and notarized where required.

4.5 NOTICE TO VENDORS

The Commissioner of OGS shall receive Vendor's Proposals pursuant to the provisions of Article XI of the State Finance Law. All Proposals and accompanying documentation shall become the property of the State of New York and shall not be returned.

4.6 PROPOSAL VALIDITY

A Proposal shall be an effective offer, firm and irrevocable, for 90 days from the Proposal opening date, unless the time for awarding the Contract is extended by mutual consent of OGS and the Vendor. A Vendor's Proposal shall continue to remain an effective offer, firm and irrevocable, subsequent to such 90 day period until either tentative award of a Contract by OGS is made or withdrawal of the Proposal in writing by the Vendor. Tentative Award of the Contract shall consist of written notice to that effect by OGS to a successful Vendor, who shall thereupon be obligated to execute a formal contract.

4.7 INCORPORATION

Portions of the successful Vendor's Proposal and of this Solicitation shall be incorporated into a Contract to be executed by the Contractor and OGS. Therefore, the Vendor's Proposal must be signed by a partner, corporate officer, or other person authorized to commit the Vendor to all provisions of the Solicitation and the Vendor's Proposal as submitted.

4.8 IMPORTANT BUILDING ACCESS PROCEDURES

To access the Corning Tower, all visitors must check in by presenting photo identification at the information desk. Vendors are encouraged to pre-register for building access by contacting the Procurement Services receptionist at (518) 474-6262 at least 24 hours prior to the Solicitation due date and time. Visitors who are registered can check in directly with the Security Desk. Visitors who are not pre-registered will be directed to a designated phone to call the Procurement Services Receptionist. The Receptionist will register the visitor at that time but delays may occur. Vendors who intend to hand deliver or use deliveries by independent courier services should allow extra time to comply with these procedures. Building Access procedures may change or be modified at any time.

4.9 ELECTRONIC SOLICITATION RESULTS

OGS posts Solicitation results on the OGS Procurement Services website. The website will list the Vendors that responded to this Solicitation. The Solicitation Opening Results Page is available at:

<http://www.ogs.ny.gov/purchase/bidresults/bidresults.asp>.

SECTION 5. GENERAL TERMS AND CONDITIONS

5.1. AMENDMENT TO APPENDIX B – LATE BIDS

Appendix B, § 5, Late Bids Rejected, is hereby deleted and replaced as follows:

Section 5. Late Bids

Bids must be received at the location designated in the Solicitation at or before the date and time established in the Solicitation for the Bid opening or receipt of Bids. Any Bid received at the designated location after the established time will be considered a Late Bid. A Late Bid may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Bid may be accepted in the Commissioner's sole discretion where (i) no timely Bids meeting the requirements of the Solicitation are received, (ii) in the case of a multiple award, an insufficient number of timely Bids are received to satisfy the multiple award, or (iii) the Bidder has demonstrated to the satisfaction of the Commissioner that the Late Bid was caused solely by factors outside the control of the Bidder. However, in no event will the Commissioner be under any obligation to accept a Late Bid.

Appendix B, § 60, Indemnification, is hereby deleted and replaced with the following:

Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold harmless the Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence 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 indemnify to the extent any claim, loss or damage arising hereunder is due to the negligent act, failure to act, gross negligence or willful misconduct of the Authorized Users.

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. 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.

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 act, 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 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 indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event 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.

5.2. PERFORMANCE AND BID BONDS

There are no BONDS for this Solicitation. In accordance with Appendix B (General Specifications), Clause 44 "Performance/Bid Bond," the Commissioner of OGS has determined that no performance, payment or Bid bond, or

negotiable irrevocable letter of credit or other form of security for the faithful performance of the resultant Contracts shall be required in order to respond to the Solicitation.

5.3. MWBE CONTRACTOR REQUIREMENTS

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES

I. Policy Statement

The New York State Office of General Services (“OGS”), as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority- and women-owned business enterprises have opportunities for maximum feasible participation in the performance of OGS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority- and women-owned business enterprises had a full and fair opportunity to participate in State contracting. The findings of the study were published on April 29, 2010, under the title “The State of Minority- and Women-Owned Business Enterprises: Evidence from New York” (the “Disparity Study”). The Disparity Study found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in State procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in State procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the Statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establish goals for maximum feasible participation of New York State certified minority- and women-owned business enterprises (“MWBE”) and the employment of minority groups members and women in the performance of New York State contracts.

General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State certified minority- and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State or local laws.
- C. The Contractor further agrees to be bound by the provisions of Article 15-A and the MWBE Regulations. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- D. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility, breach of contract, withholding of funds, suspension or termination of the Contract and/or such other actions or enforcement proceedings as allowed by the Contract.

II. Equal Employment Opportunity (EEO)

A. Contractor shall comply with the provisions of Article 15-A set forth below. These provisions apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000, for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State agency (the “Work”) except where the Work is for the beneficial use of the Contractor.

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.
2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor’s equal employment opportunity policy.

B. Form EEO 100 – Staffing Plan

To ensure compliance with this section, the Contractor agrees to submit or has submitted with the Bid a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

C. Form EEO 101 - Workforce Employment Utilization Report (“Workforce Report”)

1. If Contractor’s Form EEO 100- Staffing Plan provides that Contractor is able to report the actual workforce utilized in the performance of this Contract, the following clause shall apply: Contractor agrees it will, upon request, submit to OGS, a workforce utilization report on Form EEO 101, identifying the workforce actually utilized on the Contract if known.
2. If Contractor’s EEO Form 100 - Staffing Plan provides that Contractor is unable to separate out the actual workforce utilized in the performance of the Contract from its total workforce, the following clause shall apply: Contractor and OGS agree that Contractor is unable to separate out the workforce utilized in the performance of the Contract from Contractor’s and/or subcontractor’s total workforce and that the information provided on the previously submitted Staffing Plan is Contractor’s total workforce during the subject time frame, not limited to work specifically under the contract.

D. Contractor shall comply with the provisions of the Human Rights Law, all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal and conviction and prior arrest.

III. Contract Goals

A. For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers and suppliers to Contractor. Contractor is, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women’s Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

B. Good Faith Efforts

Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers and copies of such solicitations and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

ALL FORMS ARE AVAILABLE AT: <http://www.ogs.ny.gov/MWBE/Forms.asp>

5.4. CENTRALIZED CONTRACT MODIFICATIONS

OGS, an Authorized User, or the Contractor may suggest modifications to the Centralized Contract or its Appendices. Except as specifically provided herein, modifications to the terms and conditions set forth herein may only be made with mutual written agreement of the parties. Modifications may take the form of an update or an amendment. "Updates" are changes that do not require a change to the established Centralized Contract terms and conditions. A request to add new Products at the same or better price level is an example of an update. "Amendments" are any changes that are not specifically covered by the terms and conditions of the Centralized Contract, but inclusion is found to be in the best interest of the State. A request to change a contractual term and condition is an example of an amendment.

Updates to the Centralized Contract and the Appendices may be made in accordance with the contractual terms and conditions to incorporate new Products, make price level revisions, delete Products, or to make such other updates to the established Centralized Contract terms and conditions, not resulting in a change to such terms and conditions, which are deemed to be in the best interest of the State.

OGS reserves the right to consider modifications which are not specifically covered by the terms of the Centralized Contract, but are judged to be in the best interest of the State. Such modifications are deemed amendments to the Centralized Contract and may require negotiations between Contractor and OGS before execution.

All modifications proposed by Contractor shall be processed in accordance with Appendix D, Contract Modification Procedure. The Contractor shall submit all requests in the form and format contained in Appendix D, Contract Modification Procedure.

The form contained within Appendix D is subject to change at the sole discretion of OGS.

Modifications proposed by OGS or an Authorized User, including Updates and Amendments, shall be processed in accordance with the terms of the Centralized Contract and Appendix B, *Modification of Contract Terms*.

5.5. PRODUCT DESCRIPTIONS

During the term of the Contract, the Authorized User may request, and the Contractor must provide, detailed product descriptions for any Product provided under the Contract.

5.6. SALES REPORTING REQUIREMENTS

A Contractor shall be responsible for compiling and maintaining accurate, electronic records for **Quarterly Reports of Contract Purchases**, which shall reference the OGS Contract Number. The Contractor shall be fully liable for inaccuracies contained therein. Said reports shall be kept for a minimum of five years and shall be furnished to the State in Microsoft Excel on a quarterly basis. A template will be provided for submission of the quarterly sales reports.

The “Quarterly Report of Contract Purchases” will, at a minimum, contain the following information:

CONTENTS OF QUARTERLY REPORT OF CONTRACT PURCHASES

SOLD BY	Contractor Name
Fed ID (000000000)	Column A's Fed ID (Numeric only, no spaces)
MBE (Y/N)	"Y" if Column A is Minority owned business, "N" if not
WBE (Y/N)	"Y" if Column A is Woman owned business, "N" if not
Order Date	Date product was ordered (MM,DD,YY)
PO Number	This will represent the number assigned to a purchase order by the Authorized User
Sold To (Entity)	This will represent the name of the authorized user (e.g. DOH).
State Agency Y/N	"Y" If "Sold To (Entity)" is State Agency, "N" if not.
SKU Number	Contract Part Number of item sold make sure to crosswalk with pricing
Pricing Model Offered	Pricing model Database was based on (i.e. FTE, A La Carte, etc.)
Database Name	Name of Database
Database Type	Category of Database (i.e. Legal, Scientific etc.)
Database Description	This will include a description of the item being purchased
Quantity	Quantity
List Price	This will represent the actual list price of the item being purchased
NYS Net Price	This will represent the actual price charged to the Authorized User
Total Cost	Total Cost (Quantity multiplied by Net Price)

5.7. PAYMENTS

Payments cannot be processed by Authorized Users until Product(s) have been delivered and accepted in accordance with Appendix B §32 Product Delivery.

All invoices will at a minimum, include the items listed below

- Contract Number
- Contractor/Reseller Name
- NYS Vendor ID
- Manufacturer Part Number (SKU)
- Product Name
- Product Description
- Quantity
- NYS Net Price for each Product; and
- Specific designation of special price(s) which may be better than the NYS Net Contract Price.
- Invoice Total

5.8. NEW YORK STATE STATEWIDE FINANCIAL SYSTEM

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS is currently on PeopleSoft Financials version 9.2. SFS supports requisition-to-payment processing and financial management functions.

The State is also implementing an eProcurement application that supports the requisitioning process for State Agencies to procure goods and services in SFS. This application provides catalog capabilities. Vendors with centralized contracts have the ability to provide a “hosted” or “punch-out” catalog that integrates with SFS and is available to Authorized Users via a centralized eMarketplace website. There are no fees required for a Vendor’s participation in the catalog site development or management. Upon completion and activation of an on-line catalog, State agencies will process their orders through the SFS functionality and other Authorized Users can access the catalog site to fulfill orders directly.

The State is also implementing the PeopleSoft Inventory module in the near future to track inventory items within the item master table. Further information regarding business processes, interfaces, and file layouts may be found at: www.sfs.ny.gov and <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

5.9. E-RATE

Authorized users who receive E-rate funding are encouraged to review Universal Service Fund rules and regulations to verify the applicability of the E-rate program to this Contract.

5.10. NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS AND EXTENSION OF USE

New York State political subdivisions and others authorized by New York State law may participate in this Contract. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, Section 2 Definitions Authorized User and Section 27 Participation in Centralized Contracts. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), services to be provided may include locations adjacent to New York State. Upon request, all eligible Non-State Agencies must furnish a Contractor with the proper tax exemption certificates and documentation certifying eligibility to use State Contracts. Questions regarding an organization's eligibility to purchase from New York State Contracts may be directed to OGS New York State Procurement's Customer Services at 518-474-6717.

Any Contracts resulting from this Solicitation may be extended to additional States or Governmental jurisdictions upon mutual written agreement between New York State (the lead contracting 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.

5.11. PARTICIPATION IN CENTRALIZED CONTRACTS

This Contract is available for use by all Authorized Users (See Appendix B, Definitions) and may be extended with the joint approval of the Contractor and the Commissioner for joint purchasing by any department, agency or instrumentality of the United States government and/or any state including political subdivisions thereof (“other authorized entities”). In the event that this Contract is so extended, such other authorized entities shall be solely responsible for liability and performance under the Contract and Contractor agrees to hold them solely responsible for such liability and performance.

5.12. USE OF ACCESS DATA PROHIBITED

Where Contractor stores, collects or maintains data electronically as a condition of accessing State Contract information, such data shall only be used internally by Contractor for the purpose of implementing or marketing the State Contract, and shall not be disseminated to third parties or used for other marketing purposes.

Database services offered under the Contract must not allow the Contractor to access the personal, private, or confidential information of any Authorized User.

5.13. AMERICANS WITH DISABILITIES ACT (ADA)

The federal ADA bars employment discrimination and requires all levels of government to provide necessary and reasonable accommodations to qualified workers with disabilities. Bidder is required to identify and offer any Products it manufactures or adapts that may be used or adapted for use by persons with visual, hearing, or any other physical disabilities. Although it is not mandatory for Bidder to have these Products in order to receive an award, it is necessary to identify any such Products offered that fall into the above category.

5.14. INSURANCE

Bidder shall comply with insurance requirements set forth in Appendix C, Insurance.

5.15. FREEDOM OF INFORMATION LAW

During the evaluation process, the content of each bid/proposal will be held in confidence and details of any bid/proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you feel your firm's bid/proposal contains any such trade secrets or other confidential or proprietary information, you must submit a request to except such information from disclosure. Such request must be in writing, must state the reasons why the information should be excepted from disclosure and must be provided at the time of submission of the subject information. Requests for exemption of the entire contents of a bid/proposal from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

See Appendix B Section 7 Confidential/Trade-Secret-Materials; refer also to Attachment 10 – FOIL Exemption Request.