

**REQUEST FOR BIDS #2024-058**  
**Library Database Resources Solution**  
**RESPONSE ADDENDUM #1**  
**February 23, 2024**

**CLARIFICATION**

**Submission Due Date is modified to March 14, 2024 at 11:59 pm EST.**

**QUESTIONS**

**Q1: Does The University of Maine System intend to continue to subscribe to PsycInfo and PsycArticles via NERL or will these now be handled directly by The University of Maine System?**

**A1:** This Request for Bid is to seek pricing for the University of Maine System.

**Q2: Beyond the Submission Package, which encompasses instructions for filling out and completing Appendices A, B, and C, does The University of Maine System require a technical narrative to accompany the response? For example, does UMS require a direct response to the specifications as laid out in Appendix D, Rider A – Specifications of Work to be Performed?**

**A2:** There is no technical response required please complete the BID SUBMISSION PACKAGE and provide pricing in Appendix C.

**Q3: Regarding this requirement as noted in the main RFB Document:**

“Respondents are asked to be brief and to respond to each question listed in the “Response to Questions” section of this document. Number each response in the response to correspond to the relevant question in this document.”

What does the Response to Questions refer to? I only see this one mention of “Response to Questions” in the main, 11 page RFB Document. Does UMS require in-line responses to a particular set of item requirements?

**A3:** This is a RFB template there are no questions to address, so you can ignore that statement.

**Q4: If we are offering additional, new resources to UMS & note these as such in Appendix C, is it permissible to attach a list of product descriptions as an Appendix to our response, to provide detailed information on these resources? Would an Appendix of Product Descriptions for the new & renewal resources included in our offer, in general, be accepted?**

**A4:** For Appendix C , Exhibit 1, Table 1 & Exhibit 1, Table 1 Renewal , please quote all product lines you intend to offer.

For Appendix C, Exhibit 1, Table 2 add any additional product lines you would like us to consider and you can include a separate document to provide more detail on the products as necessary.

**Q5:** What does UMS define as “permissible additional attachments?” Is submission of our license agreement as well as an exceptions document acceptable if these files are submitted as supporting Appendices?

**A5:** Just be reasonable about the attachments we are not looking for marketing material

**Q6:** Does The University of Maine System require Appendix D – Master Agreement to be filled out and submitted at time of response, or only signed and acknowledged post-award?

**A6:** This is attached to provide the template. Signatures are required once the awards are made.

**Q7:** Are electronic signatures on Appendix A & B acceptable? Do you require a signature on Appendix C?

**A7:** Electronic signatures are acceptable on Appendix A & B. No signatures on Appendix C are needed at this stage of the process.

**Q8:** Appendix D: Master Agreement Page 3 of 13, Section 19 reads “The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Agreement. Such access shall include on-site audits.” May we strike that from our signed agreement?

**A8:** You can strike out the language for consideration as part of your submission.

**Q9:** Appendix D: Rider A, page 7 of 13, Performance Terms and Conditions reads “Accessibility: If the solution, services or deliverables include any Information or Communication Technology (ICT) containing a human-interface, such as an end-user software component, web pages or site, video or audio playback, file upload system, mobile device components, control panel, reports, documents, keypad, etc., the Contractor hereby warrants that the products and/or services to be provided under this agreement comply with the W3C's Web Content Accessibility Guidelines (WCAG) 2.1 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 2.1 for web content” We are not providing this type of service, but our MARC records will be seen in the front and back end software interface. We just want to verify that we do not need to comply with this guideline.

**A9:** Just note the exception as a strikeout or adjusted language

**Q10:** With this shared library databases resources bid, are you anticipating that all universities/campuses in the University of Maine system will have access to the same database resources? More specifically, would all of the databases that the law school currently has access to also become accessible to the rest of the University system? Or, would the system share a base package (for example), and the law school have access to its own more specialized databases?

**A10:** The bid is for enterprise licensing for all campuses under the legal entity University of Maine System, this includes the University of Maine School of Law. The University of Maine School of Law may indeed have some specialized need given their program.

For additional items we would ask you use Appendix C, Exhibit 1, Table 2 add any additional product lines you would like us to consider and you can include a separate document to provide more detail on the products as necessary. You can also add a column to designate those that you have knowledge are specific to University of Maine School of Law (law program offerings), in this case provide the pricing only using the MSRP and UMS Discount fields for consideration.

**Q11: Part 1 states this, on page 10:**

### **3.1.3 Brief Response**

**Respondents are asked to be brief and to respond to each question listed in the “Response to Questions” section of this document. Number each response in the response to correspond to the relevant question in this document.**

**We did not see any questions in any of the RFP documents. Can you clarify which questions this section refers to?**

**A11: This is a RFB template there are no questions to address, so you can ignore that statement.**

**Q12: Are the current E-book collections perpetual access or subscription services?**

**A12:**

- Ebook Central Academic Complete - subscription; no ownership
- Springer Ebooks - annual fee for perpetual ownership of subject collections selected for purchase
- JSTOR e-books Evidence Based Acquisitions program - EBA program with an annual fee that pays for perpetual access to a subset of library-selected titles for perpetual ownership, after the very large collection has been used for a year. Selections are usually, unless modified, based on amount of usage the titles currently used.
- Mental Measurements Yearbook with Tests in Print - subscription; no ownership
- Psychiatry Online with DSM - subscription; no ownership

**Q13: Can you provide updated FTE's for each school?**

**A13:** Pricing will be provided for the University of Maine System at the FTE provided 19,994. The University of Maine System is the legal entity, campuses operate under that legal entity.

**Q14: Are the University of Maine School of Law & University of Maine Graduate and Professional Center part of the 19,994 System FTE?**

**A14: Yes**

**Q15: Can we submit pricing for products where ProQuest is not listed as the assigned publisher?**

**A15:** Absolutely, we encourage you to bid on all products listed and to use Appendix C, Exhibit 1, Table 2 for others you would like to offer for consideration

- Appendix C, Exhibit 1, Table 1 & Exhibit 1, Table 1 Renewal, please quote all product lines you intend to offer.
- Appendix C, Exhibit 1, Table 2 add any additional product lines you would like us to consider and you can include a separate document to provide more detail on the products as necessary.

**Q16:** Is the renewal term mutually agreed upon between UMS and the vendor, or is executed at UMS' sole discretion?

**A16:** Mutually Agreed to, see Appendix D, Section 2.

**Q17:** Due to the President's Day holiday and the extensive products listed in this RFB we kindly request an extension of the proposal submission deadline. We propose an extension of 2 weeks to the original deadline, March 14th. This additional time will permit us to present a proposal that not only meets but exceeds your expectations.

**A17:** Extension noted in the Clarification Section at the top of the document

**Q18:** Will UMS award individual products from our submission, or will we be awarded all products or none of the products that we bid?

**A18:** See RFP Section 2.1 Evaluation Criteria and 2.2 Award. It is important that the pricing offered is your best and final with the submission. That is your only opportunity to provide pricing, we can not seek best and final from a Respondent once the submission date is passed.

**Q19:** What happens to the terms if a school closes or merges?

**A19:** The pricing provided is for the current University of Maine System at the FTE provided 19,994. We understand that FTE to adjust annually and we can review the FTE annually with each provider so it is equitable to both parties if that is the desire.

**Q20:** Can you provide the FTE breakdown by institution versus as a whole system?

**A20:** Pricing will be provided for the University of Maine System at the FTE provided 19,994. The University of Maine System is the legal entity, campuses operate under that legal entity.

**Q21:** We did not see a "Response to Questions" section included in the RFB, are there specific questions that need to be answered?

**A21:** There are no additional questions.

**Q22:** Regarding Section 2, Term, please confirm the initial term is anticipated to be a 5-year term.

**A22:** In Appendix C, Exhibit 1, Table 1, you will see the initial term for license pricing is 5 years. The second tab in Appendix C, Exhibit 1, Table 1 Renewal is for an additional 5 years.

**Q23:** Does the language of Section 6 mean Contractors won't be paid for services already performed as provided in Section 5 of the Master Terms?

**A23:** Please review both Appendix D, Section 5 & 6 provides for the following in the event of non-appropriation *"The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University."*

**Q24:** Can Section 16 be revised to limit the scope of the language to information/materials produced by Contractor solely for the benefit of the University (specifically not including information/materials produced by Contractor in its ordinary course of business)?

**A24:** Yes please mark up the suggested language change for consideration

**Q25:** Can Section 20 be revised to (a) accurately reflect the nature of the subscription-based license services to be provided by Contractor and (b) limit the scope of the restrictions contained therein to statements that identify the University or specifically bear on work performed by the Contractor solely for the benefit of the University (not the Contractor's business in general)?

**A25:** Yes please mark up the suggested language change for consideration

**Q26:** Regarding Section 26 Multi-Institution Capabilities, is this contract to be used by Maine State Library for resources that are made available through the Maine State Library's Digital Maine Library program? And if so, does that program in turn make access to the contracted resources available to Maine's K-12 Institutions?

**A26:** We will provide the pricing awarded for option an the State and Public Libraries for their consideration.