

ADDENDUM 1

(please sign and return with the submittal)

QUESTIONS AND ANSWERS:

Note: Spelling, grammar, and punctuation of the questions are shown exactly as submitted by the potential respondents.

No.	Question	Answer
1.	And since I'm reaching out, I'm assuming the section just above this on page 9, where it asks for the Arizona Sales Tax No., Use Tax No., City of Phoenix Sales Tax No. And Arizona Corp Commission File No. are all data that we will supply if we win the bid. Will you let me know if that's correct?	If available, please complete the requested fields when submitting the Offer.
2.	Page 9, section 2.17 Evaluation and Selection, second paragraph – 'RFQu responses should be concise, well-organized per the requested information, clearly written and limited to no more than N/A pages including resumes.' We'd like to confirm that the N/A represents that there is not a specific limit on the number of pages within our response, so long as we have provided all required information in a concise manner.	Correct, there is no limit set on the number of pages that may be submitted. The City anticipates a large number of responses, therefore, complete and concise responses are appreciated.
3.	If the vendor's digital service requires a Digital Service Agreement, are we permitted to submit a draft copy for review at the time of our response?	Yes, please submit the Digital Service Agreement with the response. It will be included in any final contract as an exhibit and subject to Section 5(B) Contract Order of Precedence.
4.	Do we need to include renewals of products already in use by the City in our proposal?	Yes, please include product renewals especially if the contract expires in the next 18 months or was purchased through a cooperative arrangement.
5.	ProQuest does not provide a right to audit, however, on your reasonable request, we agree to provide such applicable information as is reasonably necessary to demonstrate our calculation of fees or our security practices. Is this acceptable?	The City declines to modify Section 5.3.
6.	ProQuest cannot allow audits of personnel and payroll information as it is confidential. Will this be acceptable?	The City declines to modify Section 5.3.
7.	ProQuest will not agree to release its tax information but can provide documents to support our financial health/standing. Will this be acceptable?	Tax compliance is the responsibility of the Offeror as described in Sections 5.9, 5.10, and 5.11. Copies of tax



		information is not a submittal requirement.
8.	ProQuest cannot certify “lowest price” pricing as our fees are based on a number of factors which may include product(s) ordered, term, Customer’s population served, Authorized Users and Additional Sites at the time of the order. Is this acceptable?	The City declines to modify Section 5.3. Section 5.4(G) which requires, “...the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions...”
9.	If in default, ProQuest will provide a pro-rata refund of the of pre-paid fees corresponding to the unused balance of the subscription term as its sole and exclusive remedy. Upon termination, each party reserves the right to pursue all available legal remedies. We will not accept excess charges for products that you choose to replace. Is this acceptable?	Please see Change 1.
10.	(Certificate of Insurance) - Could you please provide clarification on the timing for when we need to list an additionally insured party on the COI? Is the completed COI submitted with the bid?	The certificate of insurance is requested to be supplied within 10 days after City Council awards a contract.
11.	If we are an out-of-state corporation located in California, and registered in Delaware, how would you like us to address this? Should we include our EIN and write N/A for the other three lines?	Please complete the information consistent with how it appears on the company’s W-9 form. A copy of the W-9 will be requested upon award by City Council.
12.	Do we submit the RFQ materials? Via the portal – and/or – submit via email?	Please refer to Section 2.12 Submission of Offer for information regarding submitting by hard copy or electronically.
13.	In Section 3.3, it lists the mandatory requirements. In Section 3.4 it lists the content areas. Are you accepting bids for individual Content Areas or are you looking for a submission of all contact areas.	Please refer to Section 3(A), “Provide Internet-based electronic resources in one or more of the content or service areas listed below.”
14.	In Sections 3.5, 3.6,3.7, 3.9 and 3.10 you ask for minimum requirements for specific items such as Online Room and Equipment Reservation Resource and Online Events Management. Are we required to meet all these minimum requirements or just the ones of the items that we are bidding on.	Just the one(s) the Offeror is submitting a bid for.
15.	Can we please submit our License Agreements as an additional attachment for review?	Please refer to Question 3 in this Addendum 1.
16.	Section 5.2 Contract Interpretation. B. Contract Order of Precedence. Can you confirm our license agreements can be included in this list?	Please refer to Question 3 in this Addendum 1.



17.	Section 5.6 Risk of Loss of Liability. A: Title and Risk of Loss. As part of any final agreement, would the site consider removing this clause?	The City declines to modify Section 5.6(A).
18.	Section 5.6 Risk of Loss of Liability. E: Contract Performance. As part of any final agreement, would the site consider removing the piece about owing for the customer's third-party costs?	Please see Change 1.
19.	Section 5.7 City's Contractual Rights. D: Default. As part of any final agreement, would the site consider removing the piece about owing for the customer's third-party costs?	The City declines to modify Section 5.7(D).
20.	Section 5.8 Contract Termination. B.2: Would the site consider adding language to this clause stating "30 days to cure any alleged defaults" if we were awarded?	The City declines to modify Section 5.7(B)(2). Please refer to Section 5.7(E) Contract Performance.
21.	Section 6.22 Data Protection: If selected would the site allow us to strike or edit the following the language: <i>process PII only within the United States and only in accordance with the Agreement and not for Contractor's own purposes, including product research, product development, marketing, or commercial data mining, even if the City's data has been aggregated, anonymized, or pseudonymized</i> . For example, our subprocessors.	The City declines to modify Section 6.22.
22.	Section 6.22 Data Protection: Regarding the language around the data breach, could we remove the words "potential"	The City declines to modify Section 6.22.
23.	We are an online learning platform for public libraries and only qualify for a couple of the content areas requirements noted in the solicitation document. Will you still be accepting bids from vendors who only meet a couple of the content areas?	Please refer to Question 13.

CHANGES

Change 1 - Section 5.6(E), Contract Performance is changed to read, "Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor. The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance unless a different amount of time is specified in the agreement. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default."

Change 2- The Offer Due Date is changed to read "April 28, 2023, at 2:00 p.m."

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by signing below and returning the entire addendum with the bid or proposal submittal.

Name of Company: _____

Address: _____

Authorized Signature: _____

Print Name and Title: _____