

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

TITLE OF RFP:	NILC Integrated Library System		
Agency:	North Iowa Libraries Collaborating (NILC)		
NILC Consortium seeks to purchase:	Integrated Library System for Consortia		
Number of mos. or yrs. of the initial term of the contract:	5	Number of possible annual extensions:	TBD
Initial Contract term beginning:	Date: 8/1/18	Ending:	Date: 8/1/23
Issuing Officer:			
Name: Ellen Petty, NILC Chair,			
Phone e-Mail and Fax: garnerpubliclibrary@comm1net.net ; alternate: garner.library@mchsi.com			
Mailing Address: Garner Public Library 416 State Street PO Box 406 Garner, Iowa 50438			
PROCUREMENT TIMETABLE—Event or Action:			Date/Time (Central Time):
NILC Consortium Posts Notice of RFP on NILC website			Date 12/31/17
NILC Consortium Issues RFP			Date 12/31/17
RFP written questions, requests for clarification, and suggested changes from Contractors due:		Date: 1/5/18	
Agency’s written response to RFP questions, requests for clarifications and suggested changes due:		Date: 1/12/18	
Proposals Due Date:		Date: 1/26/18	
Proposals Due Time:		Time: 5 pm	
Anticipated Date to issue Notice of Intent to Award:			Date 5/1/18
Anticipated Date to execute contract:			Date 8/1/18
Relevant Websites:	https://beaconlib.wordpress.com/about/		
Internet website where Addenda to this RFP will be posted:	https://beaconlib.wordpress.com/about/		
Number of Copies of Proposals Required to be Submitted:			1 Original & 1 Digital
Firm Proposal Terms The Contractor guarantees all proposal terms, including price, will remain firm:			8/1/18

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SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Contractors to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

1.2 Definitions

For the purposes of this RFP and the resulting contract, the following terms shall mean:

“Proposal” means the Contractor’s proposal submitted in response to the RFP.

“Contract” means the contract(s) entered into with the successful Contractor(s) as described in Section 1.5.

“Contractor” means a vendor submitting Proposals in response to this RFP.

“Agency” means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract.

“General Terms and Conditions” shall mean the General Terms and Conditions for Services Contracts as referenced on the RFP cover page.

“Responsible Contractor” means a Contractor that has the capability in all material respects to perform the specifications of the Contract. In determining whether a Contractor is a Responsible Contractor, the Agency may consider various factors including, but not limited to, the Contractor’s competence and qualifications to provide the goods or services requested, the Contractor’s integrity and reliability, the past performance of the Contractor and the best interest of the Agency and the State.

“Responsive Proposal” means a Proposal that complies with the material provisions of this RFP.

“RFP” means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

“Consortium” means the North Iowa Libraries Collaborating Consortium, the Agency identified on the Contract Declarations & Execution Page(s), and all library agencies, boards, and schools, state agencies, and any political subdivisions making purchases from the Contract as permitted by this RFP.

1.3 Overview of the RFP Process

Contractors will be required to submit their Proposals in hardcopy and on flash drive or as a downloadable document. It is the Agency’s intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

1.4 Background Information

This RFP is designed to provide Contractors with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Contractor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

North Iowa Libraries Collaborating (NILC) is a library consortium formed in 2009 to provide a more efficient, cost effective solution for schools and public libraries in northern and western Iowa to offer 24/7/365 access to materials for both school children and citizens of the communities participating in the group. There are currently 59 public libraries, 8 school districts and 1 community college participating in the system. Communities range widely in population from 158 to 25,206 individuals; the current population service area is approximately 107,000 individuals and the current number of public library card holders is approximately 89,000; current enrollment in participating schools is approximately 10,000 students. The shared automation system is funded by the participating libraries, and the NILC Board is the ultimate governing authority.

1.5 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made in accordance with the provisions of the RFP, the General Terms and Conditions, the offer of the successful Contractor contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Contractor to the provisions or terms and conditions of the RFP or the General Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Contractor's objection or amendment in writing.

The General Terms and Conditions will be incorporated into the Contract. The General Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Contractors to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with these specifications should be included in any pricing quoted by the Contractor.

By submitting a Proposal, Contractor acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Contractor takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Contractor's exceptions or proposed responses materially alter the RFP, or if the Contractor submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Contractor or to negotiate Contract terms with the successful Contractor if the best interests of the State would be served.

SECTION 2 ADMINISTRATIVE INFORMATION

2.1 Issuing Officer

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

2.2 Restriction on Communication

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Contractors may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Contractors may be disqualified if they contact any consortium employee other than the Issuing Officer about the RFP.

2.3 Downloading the RFP from the Internet

The RFP document and any addenda to the RFP will be posted at <https://beaconlib.wordpress.com/about/>. The Contractor is advised to check the website periodically for Addenda to this RFP. It is the Contractor's sole responsibility to check daily for addenda to posted documents.

2.4 Procurement Timetable

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Contractor submissions, the Agency will issue an addendum to the RFP.

2.5 Questions, Requests for Clarification, and Suggested Changes

Contractors are invited to submit written questions and requests for clarifications regarding the RFP. Contractors may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Contractor shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions **if they are** received from Contractors on or before the date listed on the RFP cover sheet.

2.6 Amendment and Withdrawal of Proposal

The Contractor may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Contractor and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Contractors must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

2.7 Submission of Proposals

The Agency must receive the Proposal at the Issuing Officer's address identified on the RFP cover sheet before the "Proposals Due" date listed on the RFP cover sheet. **This is a mandatory specification and will not be waived by the Agency. Any Proposal received after this deadline**

will be rejected and returned unopened to the Contractor. Contractors mailing Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Contractor's responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

Contractors must furnish all information necessary to enable the Agency to evaluate the Proposal. Oral information provided by the Contractor shall not be considered part of the Contractor's Proposal unless it is reduced to writing.

2.8 Proposal Opening

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Evaluation Committee has reviewed all of the Proposals submitted in response to this RFP and the Agency has issued a Notice of Intent to Award a Contract. However, the names of Contractors who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Contractors who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.9 Costs of Preparing the Proposal

The costs of preparation and delivery of the Proposal are solely the responsibility of the Contractor.

2.10 No Commitment to Contract

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract.

2.11 Rejection of Proposals

The Agency may reject outright and not evaluate a Proposal for reasons including without limitation:

2.11.1 The Contractor fails to deliver the cost proposal in a separate envelope.

2.11.2 The Contractor acknowledges that a mandatory specification of the RFP cannot be met.

2.11.3 The Contractor's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.

2.11.4 The Contractor's Proposal limits the rights of the Agency.

2.11.5 The Contractor fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 3 of this RFP.

2.11.6 The Contractor fails to timely respond to the Agency's request for information, documents, or references.

2.11.7 The Contractor fails to include Proposal Security, if required.

- 2.11.8** The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.11.9** The Contractor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.11.10** The Contractor initiates unauthorized contact regarding the RFP with consortium members.
- 2.11.11** The Contractor provides misleading or inaccurate responses.
- 2.11.12** The Contractor's Proposal is materially unbalanced.
- 2.11.13** There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Contractor is a Responsible Contractor.
- 2.11.14** The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

2.12 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the consortium's best interest to do so. Nonmaterial variances include but are not limited to: minor failures to comply that do not affect overall responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Contractors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the specifications of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Contractor from full compliance with RFP specifications or other Contract specifications if the Contractor is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.13 Reference Checks

The Agency reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the Contractor's qualifications and the qualifications of any subcontractor identified in the Proposal.

2.14 Information from Other Sources

The Agency reserves the right to obtain and consider information from other sources concerning a Contractor, such as the Contractor's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Contractor's financial stability, past or pending litigation, and other publicly available information.

2.15 Verification of Proposal Contents

The content of a Proposal submitted by a Contractor is subject to verification. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Proposal.

2.16 Proposal Clarification Process

The Agency reserves the right to contact a Contractor after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Contractor has provided goods and/or services to the consortium or any other political subdivision wherever located, or requests for corrective pages in the Contractor's Proposal. The Agency will not consider information received from or through Contractor if the information materially alters the content of the Proposal or the type of goods and/or services the Contractor is offering to the Agency. An individual authorized to legally bind the Contractor shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

2.17 Copyright Permission

By submitting a Proposal, the Contractor agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Contractor consents to such copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

2.18 Release of Claims

By submitting a Proposal, the Contractor agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided in the RFP or concerning the Agency's failure, negligent or otherwise, to provide the Contractor with pertinent information in this RFP.

2.19 Contractor Presentations

Contractors may be required to make a presentation. The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Contractor to illustrate the Contractor's Proposal. The presentation shall not materially change the information contained in the Proposal.

2.20 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the RFP. The Agency will not necessarily award a contract resulting from this RFP to the Contractor offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Contractor(s) whose Responsive Proposal the agency believes will provide the best value to the Agency and the consortium.

2.21 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Contractors submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Contractor

fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Contractor the Agency believes will provide the best value to the consortium.

2.22 No Contract Rights until Execution

No Contractor shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Contractor and the Agency.

2.23 Appeals

A Respondent whose proposal has been timely filed and who is aggrieved by the award of the Agency may appeal the decision by filing a written notice of appeal to the Issuing Officer. The notice must be filed within five days of the date of the Intent to Award notice issued by the Agency, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by email to **the Issuing Officer**. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Contractor.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

These instructions prescribe the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

3.1.1 The Proposal shall be typewritten on 8.5" x 11" paper and sent in a sealed envelope. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and placed in separate sealed envelopes. The envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

RFP Title: NILC Integrated Library System
Issuing Officer Name: Ellen Petty
Lead Agency Address: Garner Public Library
416 State Street
PO Box 406
Garner, Iowa 50438

[Contractor's Name and Address]

The Agency shall not be responsible for misdirected packages or premature opening of Proposals if a Proposal is not properly labeled.

1 Original & 1 Digital of the Technical Proposal shall be timely submitted to the Issuing Officer in a sealed envelope. The Cost Proposal shall be submitted in a separate sealed envelope.

Technical Proposal Envelope Contents

Original Technical Proposal and any copies
Public Copy (if submitted)
Technical Proposal on digital media
Electronic Public Copy on same digital media (if submitted)

Cost Proposal Envelope Contents

Original Cost Proposal
Cost Proposal on digital media

3.1.2 Proposals shall not contain promotional or display materials.

3.1.3 Attachments shall be referenced in the Proposal.

3.1.4 If a Contractor proposes more than one solution to the RFP specifications, each shall be labeled and submitted separately and each will be evaluated separately.

3.2 Technical Proposal

The following documents and responses shall be included in the Technical Proposal in the order given below:

3.2.1 Transmittal Letter (Required)

An individual authorized to legally bind the Contractor shall sign the transmittal letter. The letter shall include the Contractor's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.

3.2.2 Table of Contents

The Contractor shall include a table of contents of its Proposal and submit the check list of submittals per Attachment #4.

3.2.3 Executive Summary

The Contractor shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

3.2.3.1 Statements that demonstrate that the Contractor has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 6.

3.2.3.2 An overview of the Contractor's plans for complying with the specifications of this RFP.

3.2.3.3 Any other summary information the Contractor deems to be pertinent.

3.2.4 Mandatory Specifications and Scored Technical Specifications

The Contractor shall answer whether or not it will comply with each specification in Section 4 of the RFP. Where the context requires more than a yes or no answer or the specific specification so indicates, Contractor shall explain how it will comply with the specification. Merely repeating the Section 4 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

3.2.5 Vendor Background Information

The Contractor shall provide the following general background information:

3.2.5.1 Name, address, telephone number, fax number and e-mail address of the Contractor including all d/b/a's or assumed names or other operating names of the Contractor and any local addresses and phone numbers.

3.2.5.2 Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.

3.2.5.3 State of incorporation, state of formation, or state of organization.

- 3.2.5.4 The location(s) including address and telephone numbers of the offices and other facilities that relate to the Contractor's performance under the terms of this RFP.
- 3.2.5.5 Number of employees.
- 3.2.5.6 Type of business.
- 3.2.5.7 Name, address and telephone number of the Contractor's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 3.2.5.8 Name, address and telephone number of the Contractor's representative to contact regarding scheduling and other arrangements.
- 3.2.5.9 Contractor's accounting firm.

3.2.6 Experience

The Contractor must provide the following information regarding its experience:

- 3.2.6.1 Number of years in business.
- 3.2.6.2 Number of years' experience with providing the types of goods and/or services sought by the RFP.
- 3.2.6.3 The level of technical experience in providing the types of goods and/or services sought by the RFP.
- 3.2.6.4 A list of all goods and/or services similar to those sought by this RFP that the Contractor has provided to other **libraries, schools, state agencies**, businesses or governmental entities.
- 3.2.6.5 Letters of reference from three (3) previous customers or clients knowledgeable of the Contractor's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

3.2.7 Termination, Litigation, Debarment

The Contractor must provide the following information for the past five (5) years:

- 3.2.7.1 Has the Contractor had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- 3.2.7.2 Describe any damages or penalties assessed against or dispute resolution settlements entered into by Contractor under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.

- 3.2.7.3** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Contractor to engage in any business, practice or activity.
- 3.2.7.4** A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Contractor or its officers have been a party.
- 3.2.7.5** Any irregularities discovered in any of the accounts maintained by the Contractor on behalf of others. Describe the circumstances and disposition of the irregularities.

Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Contractor. Contractor shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Contractor, following execution of the Contract.

3.2.8 Acceptance of Terms and Conditions

By submitting a Proposal, Contractor acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Contractor takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Contractor's exceptions or responses materially alter the RFP, or if the Contractor submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may, in its sole discretion, reject the Proposal.

3.2.9 Certification Letter

The Contractor shall sign and submit with the Proposal, the document included as Attachment #1 (Certification Letter) in which the Contractor shall make the certifications included in Attachment #1.

3.2.10 Authorization to Release Information

The Contractor shall sign and submit with the Proposal the document included as Attachment #2 (Authorization to Release Information Letter) in which the Contractor authorizes the release of information to the Agency.

3.2.11 Firm Proposal Terms

The Contractor shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm through 8/1/18.

3.3 Cost Proposal

The Contractor shall provide its cost proposal in a separately sealed envelope for the proposed goods and/or services. See Attachment #5.

3.3.1 Payment Methods

The Agency, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. Contractors shall provide payment acceptance information in this section 3.3.1 in their Cost Proposals. **This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.**

SECTION 4 SPECIFICATIONS

Overview

The successful Contractor shall provide the goods and/or services to the Agency and other agencies using the Contract in accordance with the specifications as provided in this Section. The Contractor shall address each specification in this Section and indicate whether or not it will comply with the specification. If the context requires more than a yes or no answer or the section specifically indicates, Contractor shall explain how it will comply with the specification. Proposals must address each specification. Merely repeating the specifications may be considered non-responsive and may disqualify the Contractor. Proposals must identify any deviations from the specifications of this RFP or specifications the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

4.1 Mandatory Specifications

All items listed in this section are Mandatory Specifications. Contractors must mark either “**yes**” or “**no**” to each specification in their Proposals. By indicating “yes” a Contractor agrees that it shall comply with that specification throughout the full term of the Contract, if the Contractor is successful. In addition, if specified by the specifications or if the context otherwise requires, the Contractor shall provide references and/or supportive materials to verify the Contractor’s compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Contractor demonstrate the Contractor will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Contractor will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal.

4.1.1 – System Overview

Describe the integrated library system.

- Is it capable of supporting a consortium of geographically separated libraries through a combination of web-based and client software interfaces?
- Is the system able to be offered as a hosted service and/or hosted on a local server by the Agency?
- Is the system based upon a shared database of holdings and patrons?
- Does the system feature a patron interface available as a web-accessible OPAC, a consortium-level administration interface, and multiple modules available to each member library?

4.1.2 – Cataloging & Authority Control

Describe the cataloging utilities made available as part of the system.

- Is basic copy cataloging functionality available to all libraries in the system?
- Does the system offer availability of an integrated Z39.50 client to all members?
- Can the Z39.50 client be able to be configured at the consortium level?
- Are full cataloging capabilities, including the ability to create new MARC records and to modify existing MARC records in the shared database available?

- Is an authority file, capable of being updated at the consortium level, available for the shared system with Z39.50 client software available to obtain authority records?
- Can adding large groups of holdings (such as electronic books) as a batch be present for either single library holdings or consortium-wide holdings?

This consortium shares all their holdings with a state-wide system. Describe the process to export records for submission to a union catalog per library or as a consortium.

4.1.3 – OPAC

The Respondent shall provide a description of the OPAC provided with the system. Describe enhancements at the consortia and member library level.

- Is it web-accessible?
- Does it allow for user interaction with patron account ?
- Does the OPAC feature relevancy ranking for searches and include the ability to view search results by facets?
- Can the OPAC be configured to display cover images matching the holdings displayed?

4.1.4 - Circulation

Describe the circulation module of the shared system.

- Does the system draw from a shared database of patrons and include the ability to make discreet groups of patrons invisible to discreet groups of member libraries?
- Is this functionality configurable at the consortium level?
- Is the circulation module able to perform the following actions: check in, check out, place holds, place advance bookings, look up and edit patron records.
- Is the system able to generate notifications as both SMS text messages and emails, send them automatically, and be customizable per each member library?

4.1.5 – Systems Administration

Describe the administration module available at the consortium level.

- Is this module able to configure all settings of the system, including the circulation rules and user privileges available consortium wide?
- Does this module have the ability to have multiple administrative accounts and keep logs of administrative actions taken?

4.1.6 – Reporting

Describe the reports module available for the shared system.

- Are all libraries in the consortium able to run and create reports for all common ILS operations?
- Does the reports module sort data down to a location level?
- Do the reports include printed notices and label (barcode and spine) printing?

4.1.7 - Acquisitions

Describe the acquisitions module available for the shared system. The module shall assist in the selection and purchase of materials.

- Does the module include the ability to generate reports to summarize expenditures? Does the module have the ability to efficiently create and include order records for the OPAC?

4.1.8 – Serials Control

Describe the serials module available for the shared system.

- Is the module able to manage ordering subscriptions, receiving issues, and routing issues?

4.1.9 – Training and Documentation

Describe the nature and contents of the training and documentation to be included in the cost of implementation of the shared system.

Describe the terms of availability of any additional training and documentation relating to products relevant to the implementation.

4.1.10 – Implementation Plan

Describe a timeline and requirements for implementation of the shared system including all specifications for data migration and any special requirements that are required for the implementation to go live.

4.1.11 - Support

Describe customer support for the ILS both as a hosted service and as one hosted on a local server by the Agency.

- Are individual libraries able to access support 24/7/365?
- Is customer support available by: telephone; email; chat; work order/ticket system?
- Is customer support handled by employees in the United States or is it handled by support agents overseas?

SECTION 5 EVALUATION AND SELECTION
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5.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the consortium. The Agency will not necessarily award the Contract to the Contractor offering the lowest cost to the Agency. Instead, the Agency will award to the Contractor whose Responsive Proposal the Agency believes will provide the best value to the consortium.

5.2 Evaluation Committee

The Agency will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The Agency will use an evaluation committee to review and evaluate the Proposals. The evaluation committee will recommend an award based on the results of their evaluation to the Agency or to the person or entity which must approve the recommendation.

5.3 Tied Bids and Preferences

5.3.1 An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the contractors who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.

5.3.2 Notwithstanding the foregoing, if a tied bid involves an Iowa-based contractor or products produced within the State of Iowa and a contractor based or products produced outside the State of Iowa, the Iowa contractor will receive preference. If a tied bid involves one or more Iowa contractors and one or more contractors outside the state of Iowa, a drawing will be held among the Iowa contractors only.

5.3.3 In the event of a tied bid between Iowa contractors, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the contractors have complied with ESGR standards. Preference, in the case of a tied bid, shall be given to Iowa contractors complying with ESGR standards.

5.3.4 Second preference in tied bids will be given to contractors based in the United States or products produced in the United States over contractors based or products produced outside the United States.

5.3.5 Preferences required by applicable statute or rule shall also be applied, where appropriate.

5.4 Technical Proposal Evaluation and Scoring

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications and Scored Technical Specifications described in Section 4.1 and 4.2 and meet the minimum score. To be deemed a Responsive Proposal, the Proposal must:

- Answer “Yes” to all parts of Section 4.1 and include supportive materials as required to demonstrate the Contractor will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score for the Content and Technical Criteria.

**Attachment # 1
Certification Letter**

Alterations to this document are prohibited, see section 2.14.14.

12/15/17

**Ellen Petty, Issuing Officer
North Iowa Libraries Collaborating (NILC)
Garner Public Library
PO Box 406
Garner, Iowa 50438**

Re: **NILC Integrated Library System** - PROPOSAL CERTIFICATIONS

Dear **Ellen Petty**:

I certify that the contents of the Proposal submitted on behalf of **[Name of Contractor]**_____ (Contractor) in response to **Agency for NILC Integrated Library System** for Commodity Description are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

Certification of Independence

I certify that I am a representative of Contractor expressly authorized to make the following certifications on behalf of Contractor. By submitting a Proposal in response to the RFP, I certify on behalf of the Contractor the following:

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other contractor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Contractor to induce any other contractor to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Contractor and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Contractor nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of

embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #2
Authorization to Release Information Letter
Alterations to this document are prohibited, see section 2.14.14.

12/15/17

Ellen Petty, Issuing Officer
North Iowa Libraries Collaborating (NILC)
Garner Public Library
PO Box 406
Garner, Iowa 50438

Re: **NILC Integrated Library System** - AUTHORIZATION TO RELEASE INFORMATION

Dear **Name of Issuing Officer**:

[Name of Contractor]_____ (**Contractor**) hereby authorizes the **Agency** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to **NILC Integrated Library System**.

The Contractor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Contractor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the Agency or may otherwise hurt its reputation or operations. The Contractor is willing to take that risk.

The Contractor hereby releases, acquits and forever discharges the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to the RFP.

The Contractor authorizes representatives of the Agency or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Contractor's Proposal submitted in response to RFP.

The Contractor further authorizes any and all persons and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Contractor's Proposal. The Contractor hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Contractor that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to the RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.
Sincerely,

Signature

Name and Title of Authorized Representative

Date

**Attachment #4
Response Check List**

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
3. 1 Original Copy and 1 Digital Copy of the Bid Proposal			
3. One (1) Public Copy with Confidential Information Excised			
3. Transmittal Letter			
3. Specifications			
3. Vendor Background Information			
3. Experience			
3. Personnel			
3. Financial Information			
3. Acceptance of Terms and Conditions			
3. Certification Letter			
3. Authorization to Release Information			
3. Firm Proposal Terms			
4. Mandatory Specifications			
4. Scored Technical Specifications			

ATTACHMENT #5

Payment Terms

Per *Iowa Code § 8A.514* the Agency is allowed sixty (60) days to pay an invoice submitted by a vendor.

What discount will you give for payment in 15 days?

What discount will you give for payment in 30 days?

Cost Proposal

Contractor's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included; and based on Net 60 Days Payment Terms. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

Deliverable Item	Firm US Dollars
TOTAL COST:	