

AMENDMENT #1 - RFP #0321-286-01 State Library e-Library Resources

	Section Number (i.e. 1.2.1)	Number	Section Text Requiring Clarification	Specific Question / Request	Agency Response
1	3.1.5, 3.2.6--3.2.10	19-20	Attachments shall be identified in the body of the main Proposal	Can you please confirm that you want Attachments 2-6 to be included in the main Proposal email response, as noted in section 3.1.5? Do you want these Attachments as individual PDF attachments, or one single PDF file?	All Attachments required by the RFP are to be submitted with the Technical Proposal, except the Cost Proposal, which is to be submitted separately. It is preferred that the attachments be submitted with the Technical Proposal as a single .pdf document; however, if file size restrictions cause difficulty in emailing the Technical Proposal with attachments, they may be submitted as separate files. Please note that the Issuing Officer will not review submissions for completeness until after the deadline has passed, and submissions that are missing any of the required attachments may be eliminated from consideration. The State is not responsible for emails sent but not received.
2	Attachment #2	41-43	(Respondent) in response to the Office of the State Public Defender for RFP #0321-286-01 for a Case Management System are true and accurate.	The title of the RFP in Attachment #2 appears to be incorrect: "the Office of the State Public Defender". I believe it may need to read "e-Library Resources".	The Attachment and Attachment #3 were inadvertently changed during editing and a corrected Attachment #2 and Attachment #3 is included with this Amendment #1.
3	Special Terms and Conditions/Ancillary Agreement #001	98		Would this document apply as we won't have access to tax information or confidential information?	The terms and conditions outlined in Attachment #5 are only intended to provide a general overview, and it has not been tailored to specifically reflect this procurement.
4	Exhibit 1 — Acknowledgment of Statement of Confidentiality	103		Would this document apply as we won't have access to tax information or confidential information?	The terms and conditions outlined in Attachment #5 are only intended to provide a general overview, and it has not been tailored to specifically reflect this procurement.
5	1.3	7	Agency Pays for	As noted in the RFP, page 7, 'The Agency only pays for the platform fee for the solution and that Consortium's individual member libraries pay for all their own materials costs directly to the vendor. This arrangement is preferred for the next solution.'	The current solution allows member libraries to make their payments directly to the vendor. They are placed in a deposit account that supports collection development.
6				On the state of library Iowa website it lists current members their certified population and a FY2021 Price per library? For example Ackley population is \$1,589 for a FY 21 price of \$586.02. Please clarify if the FY 2021 Base +.18 per capita included the platform fee ? or if this is the material cost only for Ackley allocated to purchase audio/ebooks in alignment with the Bridges collection Development Policy, or a combination of both. Based on the answer above it appears the state will provide a recommended monthly budget to selectors? Please clarify more specifically how the monthly budget is calculated?	That amount covers the platform fee and the cost of materials for the year. The total budget covers the cost of the platform fee, materials and the purchase of MARC records for the consortia collection. The materials budget is divided to cover: additional copies for high demand titles, renewing expired licenses, a possible special project each year and new materials each month. Those percentages are largely based on the previous year's circulation.

7	General Question		General Question	Their appears to be a Bridges selection team to develop collection of audio and ebooks, but the order placed to vendor will be from State Library team member? Are all titles selected as part of your current collection development policy titles that the Consortium holds? And not any individual library?	The selectors put titles in carts and state staff actually does the ordering for consortia materials. Individual libraries who decide to create separate collections for their own patrons select and purchase their own materials. These libraries follow their own selection criteria. Those libraries are able to share those materials with the rest of the consortia if they choose.
8	General Question		General Question	As part of the Bridges Selection Committee, it states that state library or designee will purchase multiple copies based on holds ratios if budget permits. Please provide some clarification as to where that budget is accounted for and is their a system wide holds ratio the state tries to maintain?	The total budget sets an amount each month to purchase additional copies of high demand materials already in the collection.
9	General Question		General Question	Likewise titles expiring are managed by the state library or designee. If a title expires and is not purchased I assume that means it is removed from the entire Bridges e library catalog? Correct?	The total budget sets an amount each month to purchase additional copies of expired titles that have holds placed on them. Expired titles are removed from the catalog if they are no longer available for purchase.
10	General Question		General Question	If a library chooses to specific to their communities on popular new titles manage or offer additional copies of a title selected by Consortium can they do so via an Overdrive Advantage account? If so can those copies of titles be shared across the libraries who are part of Bridges e library as well?	Yes, libraries are able to purchase titles specifically for their own patrons. Yes, they can share those titles to the rest of the consortia if they like.
11				In current collection development policy it indicates that each year a budget will be allocated for special collections? Is this part of the current member price on the state side or an additional allocation?	Each year, a small part of the total budget is set aside to be used for a special project. This is usually for a pilot.

Attachment #2: Certification/Disclosure Letter

Alterations to this document are prohibited

[Date]

Steve Dawson, Issuing Officer
Office of the Chief Information Officer
200 E. Grand Avenue
Des Moines, IA 50309

Re: RFP #0321-286-01 - PROPOSAL CERTIFICATIONS

Dear Mr. Dawson:

I certify that the contents of the Proposal submitted on behalf of **[Name of Respondent]** _____ (Respondent) in response to the State Library of Iowa for RFP #0321-286-01 for e-Library Resources are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

Part I—Certification of Independence

I certify that I am a representative of Respondent expressly authorized to make the following certifications in behalf of Respondent. By submitting a Proposal in response to the RFP, I certify in behalf of the Respondent 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 Respondent 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 Respondent to induce any other Respondent 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 Respondent and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Part II—Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

Pursuant to *Iowa Code sections 423.2(10) and 423.5(4) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Respondents to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the (RFP), the Respondent certifies the following (check the applicable box):

- Respondent is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 423*; or

- Respondent is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(47) and (48)(2016)*.

Part III—Certification/Disclosure of Criminal, Regulatory, and Performance Background

The undersigned hereby certifies that, to the best of my knowledge, neither Respondent nor any of its principals, officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract [check all applicable boxes]:

- 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;
- have within a three (3) year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for:
 - i. 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;
 - ii. commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- 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;
- have within a three (3) year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause;
- have had any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services similar to those sought pursuant to the RFP.
- are presently involved in any litigation or threatened litigation, administrative or regulatory proceedings, or similar matters.
- are the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements sought pursuant to the RFP.

If you were unable to check any of the above boxes, please provide additional information about the circumstances surrounding your inability to check the applicable box in the space provided below. Please feel free to include additional pages with further explanation if the space provided below is not sufficient.

Part IV—Certification/Disclosure of Financial Condition

The undersigned hereby certifies that [check all applicable boxes/supply all requested information]:

- The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

- The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- The Vendor is current in all amounts due for payments of federal and state taxes and required
- The Vendor has not, in the last three (3) years, undergone a sale or change of control of Vendor, including its business or substantially all its assets.

If you were unable to check any of the above boxes, please provide additional information about the circumstances surrounding your inability to check the applicable box in the space provided below. Please feel free to include additional pages with further explanation if the space provided below is not sufficient. Additionally, if your answers are based on any information of or related to any companies acquired by Vendor in the last three (3) years, please include a description of how those company's(ies) financial histories/stability have been incorporated into your above certifications, and describe how any liabilities you may have incurred in connection with any acquisition affect your company's overall financial stability.

These certifications/disclosures are a material representation of fact upon which the Agency has relied upon in determining which Respondent to award a contract and in entering into a subsequent contract. If it is later determined that Respondent knowingly rendered an erroneous certification or provided false, misleading, or incorrect information in this certification/disclosure, in addition to other remedies available, the Agency may reject the Proposal, declare the Respondent's Proposal or resulting contract void, terminate any subsequent contract, or pursue available remedies including suspension, debarment, or damages for breach of contract.

The above certifications/disclosures are a continuing requirement of the Respondent. Respondent 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 Respondent, following execution of the Contract.

The Agency reserves to right to perform a criminal history check and background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract in verifying the accuracy of the contents of this certification/disclosure and in determining whether Respondent is a Responsible Respondent. Failure to provide full or accurate information may result in disqualification.



Signature

Date

RFP Number: 0321-286-01

Title of RFP: e-Library Resources

Printed Name

Title

[This Certification must be signed by an individual authorized to speak for/bind Respondent]

Attachment #3: Authorization to Release Information Letter

Alterations to this document are prohibited, see section 2.14.14.

[Date]

Steve Dawson, Issuing Officer
Office of the Chief Information Officer
200 E. Grand Avenue
Des Moines, IA 50309

Re: **RFP #0321-286-01** - AUTHORIZATION TO RELEASE INFORMATION

Dear Mr. Dawson:

[Name of Respondent]_____ **(Respondent)** hereby authorizes the State Library of Iowa("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 Respondent in response to RFP #0321-286-01.

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

The Respondent hereby releases, acquits and forever discharges the State of Iowa, 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 Respondent in response to the RFP.

The Respondent 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 Respondent's Proposal submitted in response to RFP.

The Respondent 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 Respondent's Proposal. The Respondent 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 Respondent 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 Respondent in response to RFP.

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

Sincerely,

Signature

Name and Title of Authorized Representative

Date