



**ACTION SHEET  
CITY COUNCIL COMMITTEE MEETING OF 08/27/14  
ITEM FROM FINANCE COMMITTEE MEETING OF 08/18/14**

**ISSUE:**

12. Request for Approval of Exempt Procurement and Annual Hardware and Software Maintenance Agreement – Integrated Library System Services for Library Division; Innovative Interfaces Inc. (Patricia Hodapp)

**FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM**

Requested approval of exempt procurement and annual hardware and software maintenance agreement for integrated library system services for library division with Innovative Interfaces, Inc. in the amount of \$58,428.00. Budget is available in general fund.

**FUNDING SOURCE: 12029.520300**

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

| <b>VOTE</b>           | <b>FOR</b>        | <b>AGAINST</b> | <b>ABSTAIN</b> |
|-----------------------|-------------------|----------------|----------------|
| COUNCILOR TRUJILLO    | X                 |                |                |
| COUNCILOR RIVERA      | X                 |                |                |
| COUNCILOR LINDELL     | Chair             |                |                |
| COUNCILOR MAESTAS     | X                 |                |                |
| CHAIRPERSON DOMINGUEZ | Absent to<br>vote |                |                |

3-17-14

# City of Santa Fe, New Mexico

# memo

Date: July 15, 2014

To: Finance Committee

Via: Robert Rodarte, Purchasing Director

Isaac J. Pino, Community Services Department Director

From: Patricia Hodapp, Library Division Director

Re: Approval of Maintenance Agreement and spending over \$50,000 with exempt procurement vendor.

## BACKGROUND

The Santa Fe Public Library provides library services to the citizens and guests of the City of Santa Fe. To provide this vital community service, the Library utilizes a computer system to track all library information including databases of all library items, patron records, circulation information, etc. Innovative Interfaces Inc. (III) is the exempt procurement vendor for the City of Santa Fe Library's Integrated Library System (ILS).

The library began its relationship with Innovative Interfaces in 1996. III is a well established company providing services to libraries for over thirty years. III provides the Santa Fe Public Library with support 24 hours a day, 7 days a week. This support is unlike traditional system administration because it also involves knowledge of library science and Java software engineering and analysis. System Administrators without this extra knowledge have starting salaries of \$70,000/yr. The City of Santa Fe has contracted annually with III to maintain the integrity of this system.

The Maintenance Agreement in FY2013-2014 was \$56,448.00; in FY2014-2015 it will be \$58,428.00.

## ACTION REQUESTED

Procurement rules require Council approval for expenditures over \$50,000 to an exempt procurement vendor. Please consider this request and recommend Council approval for the Library Division to exceed expenditures of \$50,000 with Innovative Interfaces Incorporated and to renew the Hardware and Software Maintenance Agreement for another year. Sufficient funds have been budgeted in the Information Technology Division budget line 12029.520300.

## HARDWARE AND SOFTWARE MAINTENANCE AGREEMENT

- a) This Maintenance Agreement will cover all licensed Software and central site hardware ("Hardware").
- b) Maintenance of peripheral hardware purchased from Innovative Interfaces is the responsibility of the Library.
- c) The term of this Agreement is for the period July 1, 2014 through June 30, 2015 at \$58,428.00 per annum<sup>1</sup>, in advance. Credit card payments are subject to a 3.5% fee for any invoices over \$2,000.
- d) Future maintenance charges may be subject to a price increase not to exceed five (5%) percent per year of the yearly maintenance amount.
- e) The Library must provide direct network Internet access to the System; this would also apply to firewalls, etc. Innovative Interfaces requires such access to correct Software bugs and carry out modifications to the System for the purpose of maintaining the System. Innovative Interfaces will be responsible for all corrections at Innovative Interfaces' expense.
- f) Innovative Interfaces will provide the Library with new releases of the licensed Software modules so long as the Hardware and operating system used for the System is sufficient and/or compatible for the load and operation of such new release. If the Hardware or operating system is deemed not to be sufficient for installation of the new release, then the Library shall be responsible for the cost of new Hardware or operating system as may be required. If the Library declines to upgrade its Hardware or operating system to accommodate the upgrade to the licensed software, then the Library shall remain at its then current software release. For the purpose of this document, the term "new release" shall mean improvements in already licensed Software modules.
- g) If the Library adds any additional Innovative Interfaces Software modules to the System after the initial installation, the maintenance services shall be extended to cover the additional Software. The maintenance charges for such Software shall be based upon Innovative Interfaces' then-current maintenance rates. The additional cost of coverage for the additional Software shall be added to the annual maintenance amount.
- h) Innovative Interfaces will provide services 24 hours a day, 7 days a week. Innovative Interfaces will make its best efforts to return calls within 2 hours of receipt and repair Software within 48 hours of notice, excluding weekends and holidays.
- i) The Library agrees, to take reasonable care of the Hardware and not permit persons other than authorized representatives of Innovative Interfaces, Inc. to effect adjustments or repairs to the Hardware. The Library agrees that for Hardware supplied by Innovative Interfaces, the Library shall accept parts shipments for all plug-in or screw-in components. The shipping costs on returned RMA (returned merchandise authorization) Hardware will be the responsibility of the Library, except for the CPU and RAID, which will be the responsibility of Innovative Interfaces.
- j) Any services provided due to Library supplied equipment failure, where such equipment was not purchased from Innovative Interfaces, and over which Innovative Interfaces has no direct control, shall be billable at Innovative Interfaces' then current maintenance rates.
- k) This Maintenance Services agreement does not include repair services or replacement parts due to damage caused by rain, fire, flood, lightning, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation, or other cause originating by reason of other than normal operation of the Hardware, or Library's negligence or misuse of the Hardware.
- l) The Software shall be operated as the exclusive application on the purchased Hardware
- m) If the Library decides to cancel the Agreement, or cancel or change any Software products, Innovative Interfaces must be notified 90 days prior to the annual maintenance renewal date.
- n) The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Library for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Library, this Agreement shall terminate upon written notice being given by the Library to Innovative Interfaces. The Library's decision as to whether sufficient appropriations are available shall be accepted by Innovative Interfaces and shall be final. In any case if such termination shall occur, the Library shall provide payment to Innovative Interfaces for any and all outstanding invoices unpaid, all software and services already delivered prior to said termination.

CITY OF SANTA FE:

CONTRACTOR:  
INNOVATIVE

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
NAME & TITLE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 12/29/14  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
TERESITA GARCIA,  
ASSISTANT FINANCE DIRECTOR



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

**Section to be completed by department for each contract or contract amendment**

1 **FOR: ORIGINAL CONTRACT**  or **CONTRACT AMENDMENT**

2 Name of Contractor Innovative Interfaces Inc.

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$58,428.00

Termination Date: June 30, 2015

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

**Contract is for:** Innovative Interfaces Incorporated Annual Hardware and Software Maintenance Agreement.

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

**Amendment is for:**

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ \_\_\_\_\_



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# \_\_\_\_\_ Date: \_\_\_\_\_

RFQ  \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source  \_\_\_\_\_ Date: \_\_\_\_\_

Other Exempt Procurement: Innovative Interfaces Incorporated 7/15/14

6 **Procurement History:** First Year  
example: (First year of 4 year contract)

7 **Funding Source:** General Fund **BU/Line Item:** 12029.520300

8 **Any out-of-the ordinary or unusual issues or concerns:**  
This is a maintenance agreement with an exempt procurement vendor.  
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** David Larkins

Phone # 955-6787

10 **Certificate of Insurance attached.** (if original Contract)

**Submit to City Attorney for review/signature**  
**Forward to Finance Director for review/signature**  
**Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).**

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

**Comments:**