



# City of Santa Fe, New Mexico

# memo

**DATE:** September 11, 2014

**TO:** Finance Committee

**FROM:** Robert Rodarte, Officer  
Purchasing Division

**VIA:** Teresita Garcia, Assistant Director  
Finance Department

**ISSUE:** Procurement of Online Computer Library Services for the Library:  
State Price Agreements #40-505-13-03940:  
Vendor: Online Computer Library Services (OCLC):

**SUMMARY:**

The Library Division is requesting approval to purchase online computer cataloging and interlibrary network services, for the City Libraries from the aforementioned State Price Agreement. Online Computer Library Services is the authorized vendor on the State Price Agreement. Utilization of this contract will exceed \$50,000, over the four year life of the contract and requires council approval.

Vendor:	Year Ending	Amount
OCLC	2012/13	\$ 33,400.00 actual
	2013/14	\$ 34,000.00 actual
	2014/15	\$ 34,000.00 projected
	2015/16	<u>\$ 34,000.00 projected</u>
	Total:	<b>\$135,400.00</b>

It is requested that this procurement be approved thru year ending 6/30/2016, at an average cost of \$34,000. Funding for this procurement is budgeted and funded annually in Business Unit # 12101.510310 (Library Services/contracts).

By City policy, the City can use State or Federal Price Agreements without having to bid the items on its own. By City policy, procurement from State or Federal Price Agreements over \$50,000.00, require City Council approval (City Purchasing Manual Section 11.1).

**ACTION:**

It is requested that this procurement to Computer Library Services (OCLC), for online computer cataloging services from SPA # 40-505-13-03940, in the annual projected amount of \$34,000 for a four year projected total of \$135,400.00, be reviewed, approved and submitted to the City Council for its consideration.

# City of Santa Fe, New Mexico

# memo

Date: August 21, 2014

To: Finance Committee

Via: Robert Rodarte, Purchasing Director

*RR* 9/11/14

Isaac J. Pino, Community Services Department Director

*Isaac J. Pino*

From: Patricia Hodapp, Library Division Director

*Patricia C. Hodapp*

Re: Request for approval to spend over \$50,000 with vendor on State Price Agreement.

## 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 maintains a subscription to OCLC (Online Computer Library Center) for all of its cataloging and interlibrary loan network services. This service enables the library to efficiently maintain and update its catalog of books and other media, add titles to the collection on an ongoing basis, and facilitate interlibrary loans of materials from other libraries. This vendor is included on State Price Agreement #40-505-13-03940. The library renews its subscription every fiscal year. In the previous fiscal year, the cost of the renewal was \$32,000.00. For FY14/15, the renewal cost is \$33,252.00.

## ACTION REQUESTED

Procurement rules require Council approval for cumulative expenditures over \$50,000 to a single vendor off of the cooperative price agreements. Please consider this request and recommend Council approval for the Library Division to exceed expenditures of \$50,000 with the vendor listed above. Sufficient funds have been budgeted in the Professional Contract line (12101.510310) for FY14/15. A state price agreement is already in place for this vendor.

If you need additional information, please call David Larkins at ext. 6787.

Cc: David Larkins

Attachments: SPA Contract



State of New Mexico  
General Services Department  
Purchasing Division

Contract Amendment

Awarded Vendor  
0000012151  
OCLC Online Computer Center, Inc.  
6565 Kilgour Place  
Dublin, OH 4301-3395  
  
Telephone No.: 800-848-5878

Contract Number: 40-505-13-03940

Contract Amendment No.: Two

Term: September 10, 2013 - September 9, 2015

Ship to:  
New Mexico Department of Cultural Affairs/Library  
1209 Camino Carlos Rey  
Santa Fe, NM 87507

Procurement Specialist: Mona Espinosa

Telephone No.: (505) 827-0218

Invoice:  
New Mexico Department of Cultural Affairs/Library  
1209 Camino Carlos Rey  
Santa Fe, NM 87507

For questions regarding this Contract please contact:

Beatriz Talachy - (505) 827-6396

Title: **Cataloging/Online Computer Library**

This Contract Amendment is to be attached to the respective Contract and become a part thereof.

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from September 10, 2014 to September 9, 2015 with the same terms & conditions and the 2015 fiscal year amount of \$63,786.89.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 8/14/14

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472  
ME



# State of New Mexico General Services Department

## Contract

**Awarded Vendor**  
 0000012151  
 OCLC Online Computer Center, Inc.  
 PO Box 951474  
 Cleveland, OH 44193  
 Telephone No. 800-848-5878

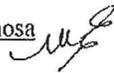
Price Agreement Number: 40-505-13-03940

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

**Ship To:**  
 New Mexico Department of Cultural Affairs/Library  
 1209 Camino Carlos Rey  
 Santa Fe, NM 87507

Procurement Specialist: Mona Espinosa 

Telephone No.: 505-827-0218

**Invoice:**  
 Same as "Ship To"

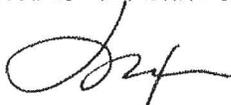
For questions regarding this contract please contact:  
 Yvonne Raymond 505-476-9765

Title: **Cataloging/Online Computer Library**

Term: **September 10, 2013 thru September 9, 2014**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico



\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: 9/10/13

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

TD 

State of New Mexico  
General Services Department  
Purchasing Division  
Contract #: 40-505-13-03940

Page-2

**Terms and Conditions**  
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
  - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

State of New Mexico  
General Services Department  
Purchasing Division  
Contract #: 40-505-13-03940

Page-3

fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

**12. Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

**13. Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

**14. The Procurement Code:** Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

**15.** All bid items are to be NEW and of most current production, unless otherwise specified.

**16. Payment for Purchases:** Except as otherwise agreed to; late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

**17. Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

**18.** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

**19. Contractor Personnel:** Personnel proposed in the Contractor's written proposal to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

**20. Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

**21. Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

**22.** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

### **New Mexico Pay Equity Initiative**

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:  
<http://www.generalservices.state.nm.us/statepurchasing/GuidesProcedures.aspx>

### **Contract**

#### **Article I – Statement of Work**

Contract to provide requirements as indicated in specifications.

#### **Article II – Term**

The term of this Contract will be as indicated in specifications.

#### **Article III – Termination**

This Contract may be terminated by either signing party upon written notice by either party to the other at least thirty (30) days in advance of the date of termination. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

#### **Article IV – Amendment**

This Contract may be amended by mutual agreement of the New Mexico State Purchasing Agent and the Contractor upon written notice by either party to the other. An amendment to this Contract shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent. Amendments affecting price adjustments and/or extension of contract's expiration date are not allowed unless specifically provided for in bid and contract documents.

#### **Article V – Price Schedule**

Price(s) as listed are firm.

State of New Mexico  
General Services Department  
Purchasing Division  
Contract #: 40-505-13-03940

Page-5

**Article VI – Indemnity Clause**

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

**Article VII – Contractor Agreement**

Contractor agrees to:

- A. Furnish all equipment, material, labor and tools, required to perform the work specified.
- B. Provide competent supervision and skilled personnel to perform all work in progress.
- C. Comply with all local, state, and federal laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devises and protective equipment, and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public, and to protect the property of the State of New Mexico in connection with the performance of the work covered by this Contract.
- D. Provide workers adequate insurance, including but not limited to Worker's Compensation.
- E. Make necessary arrangements for storage of his/her tools and/or equipment. The state agency will not be responsible for any lost or stolen property.
- F. Be responsible for all cleanup work on the project site and at the equipment storage area(s) prior to final inspection and acceptance.
- G. Comply with all applicable codes for this type of work.
- H. Be held liable for any damages which occur because of his/her negligence or that of his/her employees.

Contractor License Number (if applicable) \_\_\_\_\_

Classification \_\_\_\_\_

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Contract #: 40-505-13-03940

Page-6

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	1	Year	Cataloging, Access, ILLiad, Worldcat Resource Sharing and CONTENTdm for New Mexico Libraries	\$60,189.00

\*\*\*1 Item Total \*\*\*