

**STATE PURCHASING DIVISION  
OF THE  
GENERAL SERVICES DEPARTMENT  
AND  
NEW MEXICO DEPARTMENT OF CULTURAL AFFAIRS**

**REQUEST FOR PROPOSALS (RFP)**

**Library Databases Consortium**



**RFP#**

10-00000-21-00076

RFP Release Date: January 14, 2021

Proposal Due Date: February 25, 2021

**ELECTRONIC-ONLY PROPOSAL SUBMISSION**

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# **I. INTRODUCTION**

## **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a statewide contract through competitive negotiations for the procurement of the migration of library five databases into one integrated library system (ILS).

## **B. BACKGROUND INFORMATION**

The New Mexico State Library uses two hosted ILSs and we seek to combine them into one. On the Koha ILS we have two Rural Services databases; on the Polaris ILS we have the SALSA database. To this combined ILS we seek to add two additional databases: Museum of International Folk Art (MOIFA, on Koha, hosted by ByWater) and bibliographic and item records for three collections formerly held by the now-defunct Santa Fe University of Art and Design (it used OCLC WorldShare Management and we have copies of the records in Excel format). We request proposals for combining systems via migrating the Koha databases to Polaris plus importing the WorldShare Management records; or via migrating the Polaris database and the WorldShare Management records to the Koha ILS; or via migrating all five databases to a separate, new ILS.

The State Library currently runs 3 of the databases (SALSA on hosted Polaris and 2 Rural Services databases on hosted Equinox Koha). MOIFA runs its database on hosted Bywater Koha; the records for the defunct Santa Fe University of Art & Design are on a spreadsheet. So, there are 3 databases on two State Library servers (hosted) and one database on a MOIFA server (hosted). The College of Santa Fe records are not currently running on any server.

Since its beginnings more than 60 years ago, the State Library has been a leader in the development of New Mexico's public and tribal libraries, helping them to build the programs needed by their communities.

The Library's heritage is evident today in the Rural Services Program. Three bookmobiles serve the state, stopping in almost 100 communities and logging more than 50,000 miles a year. Books by Mail rounds out the service by sending books through regular mail to subscribers remote from the scheduled bookmobile stops.

Library programs serve more than 100 libraries throughout the state, both public and tribal. Staff members bring new skills and tools to these libraries by conducting workshops and providing consulting and programming resources.

The State Library also serves the State Government with access to work-related information and reference materials. And through its Talking Book program, the Library reaches 3,000 visually impaired and physically challenged people each year.

## C. SCOPE OF PROCUREMENT

The Agency permits the use of subcontractors. The RFP will result in one contract between the contractor and the New Mexico Department of Cultural Affairs.

The award shall be for three (3) years from date of award, with the option to extend for an additional of seven (7) years on a three (3) year basis and upon approval of all parties. This Agreement, including all renewals, shall not exceed (10) ten years.

## D. PROCUREMENT MANAGER

The New Mexico State Library has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Stephanie Romero, Procurement Manager  
Telephone: (505) 827-6433  
Email: [StephanieC.Romero@state.nm.us](mailto:StephanieC.Romero@state.nm.us)

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the SPD.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

## E. PROPOSAL SUBMISSION

***Submissions of all proposals must be accomplished via SPD's eProNM electronic procurement system. Refer to Section III.B.1 for instructions.***

## F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. **“Agency”** means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.

2. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.
3. “**Award**” means the final execution of the contract document.
4. “**Business Hours**” means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
5. “**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
6. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
7. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
8. “**Contractor**” means any business having a contract with a state agency or local public body.
9. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
10. “**Desirable**” – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
11. “**Electronic Submission**” means a successful submittal of Offeror’s proposal in the eProNM system, in such cases where eProNM submissions are accepted.
12. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can NOT be emailed.
13. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
14. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

15. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
16. **“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
17. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
18. **“IT”** means Information Technology.
19. **“Mandatory”** – the terms ”must,” ”shall” ”will,” ”is required,” or ”are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
20. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
21. **“Multiple Source Award”** means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
22. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
23. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
24. **“Procurement Manager”** means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.
25. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.
26. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.



27. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
28. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
29. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
30. **“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
31. **“SPD”** means State Purchasing Division of the New Mexico State General Services Department.
32. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
33. **“State (the State)”** means the State of New Mexico.
34. **“State Agency”** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.
35. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department.
36. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
37. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
38. **“Written”** means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## **G. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

<https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx>

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

### A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	SPD	January 14, 2021
2. Acknowledgement of Receipt Form	Potential Offerors	January 25, 2021
3. Pre-Proposal Conference	Agency	February 4, 2021
4. Deadline to submit Written Questions	Potential Offerors	February 8, 2021
5. Response to Written Questions	Procurement Manager	February 12, 2021
<b>6. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>February 25, 2021</b>
7.* Proposal Evaluation	Evaluation Committee	March 1-19, 2021
8.* Selection of Finalists	Evaluation Committee	March 25, 2021
10 * Oral Presentation(s)	Finalist Offerors	April 6 - 23, 2021
11.* Finalize Contractual Agreements	Agency/Finalist Offerors	May 3-14, 2021
12.* Contract Awards	Agency/ Finalist Offerors	May 18, 2021
13.* Protest Deadline	SPD	June 4, 2021

\*Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

### B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

#### 1. Issue RFP

This RFP is being issued on behalf of the New Mexico State New Mexico State Library on the date indicated in Section II.A, Sequence of Events.

#### 2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the SPD Buyer, Theresa Mendibles, [theresa.mendibles@state.nm.us](mailto:theresa.mendibles@state.nm.us), to have their organization placed on the procurement Distribution List. **The form must be returned to**

the SPD Buyer by 3:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

### 3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at Noon February 4, 2021 at 12:00pm - MST/MDT via **Zoom**. Register in advance for this meeting: After registering, you will receive a confirmation email containing information about joining the meeting. [Meeting Registration - Zoom](https://nmculture-org.zoom.us/meeting/register/tJMpceuoqjMoG92jCT71c2pxAmauFpkrSZEi) or <https://nmculture-org.zoom.us/meeting/register/tJMpceuoqjMoG92jCT71c2pxAmauFpkrSZEi> **Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager** (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference. [Meeting Registration - Zoom](#)

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

### 4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00pm MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

### 5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:  
<https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx>

## 6. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

**ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION NO LATER THAN 3:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

***Proposals must be submitted electronically through SPD's eProNM electronic procurement system. Refer to Section III.B.1 for instructions.*** Proposals submitted by facsimile, or other electronic means other than through the SPD electronic e-procurement system, will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

## 7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## 8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. Finalists will be comprised of the three (3) Offerors receiving the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience, Section IV.B.3 Organizational References, and Section IV.B.4 Mandatory Specifications.

## 9. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If oral presentations are held, Finalist Offerors may be

required to make their presentations through electronic means (GoToMeeting, Zoom, etc). The Agency will provide Finalist Offerors with applicable details. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee and SPD.

## **10. Finalize Contractual Agreements**

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **11. Contract Awards**

Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and State approval.

## **12. Protest Deadline**

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor

and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to

State Purchasing Agent: Mark Hayden  
mark.hayden@state.nm.us

**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED**

## C. GENERAL REQUIREMENTS

### 1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

### 2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### 3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a State Agency which may derive from this RFP. The State Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

### 4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

### 5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **Agency personnel will not merge, collate, or assemble proposal materials.**

### 6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

## 7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

## 8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
  1. confidential financial information concerning the Offeror's organization; and
  2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

**IMPORTANT:** The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

## 9. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.



## **10. Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of the State of New Mexico.

## **11. Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

## **12. Legal Review**

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

## **13. Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

## **14. Basis for Proposal**

Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

## **15. Contract Terms and Conditions**

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

## **16. Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.

## **17. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## **18. Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

## **19. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.20. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

## **20. Change in Contractor Representatives**

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

## **21. Notice of Penalties**

The Procurement Code, §§13-1-28 through 13-1-199, NMSA 1978, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

## **22. Agency Rights**

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

## **23. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

## **24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency or SPD unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

## **25. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

## **26. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

## **27. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: <https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx>

or

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfNewMexico&tap=PHX>

## **28. New Mexico Employees Health Coverage**

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

## 29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

## 30. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX E), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differs from the individual identified in A*);
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

**Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.**

## 31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to

disclose whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional

information as requested will render the Offeror nonresponsive.

- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

#### B. NUMBER OF COPIES

##### 1. ELECTRONIC SUBMISSION ONLY Responses (SPD's E-procurement System eProNM)

**Proposals in response to this RFP must be submitted through State Purchasing's electronic procurement system ONLY**, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. **EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.** Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload

- a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.
- i. **Confidential Information**: If Offeror’s proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :
- One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.2.a above as **unredacted** (def. Section I.F.38) versions for evaluation purposes; and
  - One (1) **redacted** (def. Section I.F.27) ELECTRONIC. for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;
- b) **Cost Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit*

For technical support issues contact (505) 827-0499 or (505) 827-0477 or [GSD.SPDeProcurement@state.nm.us](mailto:GSD.SPDeProcurement@state.nm.us)

The ELECTRONIC proposal submission must be fully uploaded in SPD’s eProNM system by the submission deadline in Section II.B.6.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

## C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

### 1. Proposal Content and Organization



Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

**Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary (Optional)
- E. Response to Contract Terms and Conditions (from Section II.C.15)
- F. Offeror’s Additional Terms and Conditions (from Section II.C.16 )
- G. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal/Binder 2**)
  - 1. Organizational Experience
  - 2. Organizational References
  - 3. Oral Presentation (if applicable)
  - 4. Mandatory Specification
  - 5. Desirable Specification
  - 6. Financial Stability –(Financial information considered confidential, as defined in Section I.E. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section II.B.1.a.i or Section II.B.2.a.i, as applicable)
  - 7. Performance Surety Bond (if applicable)
  - 8. New Mexico Preferences (if applicable)
- H. Other Supporting Material (if applicable)

**Cost Proposal:**

- 1. Completed Cost Response Form (APPENDIX D)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror’s Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror’s proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

## IV. SPECIFICATIONS

### A. DETAILED SCOPE OF WORK

The state Department of Cultural Affairs (DCA)-State Library seeks one integrated library system (ILS) to combine its two current systems: SALSA (on Polaris, hosted by Innovative Interfaces) and Rural Services (two databases on Koha, hosted by Equinox). We seek to add to the ILS combination two additional databases for the SALSA system: Museum of International Folk Art (MOIFA, on Koha, hosted by ByWater) and bibliographic and item records for three collections formerly held by the now-defunct Santa Fe University of Art and Design (it used OCLC WorldShare Management and we have copies of the records in Excel format). We request proposals for combining systems via migrating the Koha databases to Polaris plus importing the WorldShare Management records; or via migrating the Polaris database and the WorldShare Management records to the Koha ILS; or via migrating all five databases to a separate, new ILS. Migration and transition work is expected to be complete within seven months. We will run the old systems until at least the migration is complete. There will be a “freeze” date after which we will no longer update the old databases.

DCA-State Library will run two separate databases on the new ILS: SALSA and Rural Services. The combined SALSA database will share bibliographic records and the combined Rural Services database will share bibliographic records. Only the SALSA database has authority records. For patron records and circulation SALSA will comprise six independent libraries; for patron records and circulation Rural Services will comprise four independent libraries. In the future we will invite public and tribal libraries to migrate to our ILS, to the Rural Services database; any new libraries on the Rural Services database will contract with and pay directly to the ILS contractor. The Contractor must offer to contract with statewide agencies, local public bodies and tribal libraries in New Mexico, to migrate their databases to the DCA-State Library system.

The ILS shall be hosted and standards-based by the contractor. The contractor is required to maintain the servers, keep the software upgraded, maintain database security, and provide technical support. DCA-State Library uses cataloging, authorities, serials control, circulation, reporting, and systems administration functions. DCA-State Library requires offline circulation for use when our bookmobiles have no internet access. Our patrons can create and manage their own accounts using the public access catalog (OPAC). DCA-State Library does not use discovery, linked data, acquisitions, electronic resources management or course reserves functions. The contractor shall extract existing data and migrate to the new ILS, as necessary. Innovative Interfaces, Inc. will give contractor a copy of the SALSA Polaris database; Equinox Open Library Initiative will give contractor a copy of the Rural Services Koha databases; ByWater Solutions will give contractor a copy of the MOIFA Koha database. The contractor shall deduplicate each combined database of bibliographic records, keeping correctly attached all related item, serials holdings, and issue records. The contractor shall provide training to library staff on the new combined ILS.

The Scope of Work. The Scope of Work, or “SOW” attached hereto as “Exhibit A,” is incorporated into this Agreement as if fully set forth herein. The SOW governs Contractor’s

production and delivery of the Deliverables to Procuring Agency. The Parties may amend the SOW by executing one or more mutually agreed upon written amendments. In the event a conflict of terms exists between this Agreement and the SOW, the terms of this Agreement will govern.

The contract shall be for three (3) years from date of award, with the option to extend for an additional of seven (7) years on a three (3) year basis and upon approval of all parties. This Agreement, including all renewals, shall not exceed (10) ten years.

## RFP Statistics

*Statistics show totals as of various days in October 2019.*

SALSA Consortium uses **Polaris ILS version 6.3.**

- Total number of SALSA staff clients: **21**

Rural Services uses **Koha ILS version 17.11.09.**

- Total number of bookmobile staff users: **9**
  - There are three bookmobiles: **East, Northeast and West.** Each is treated as an independent branch.
- Total number of Books by Mail staff users: **1**

The Museum of International Folk Art (MOIFA) library uses **Koha ILS version 18.11.10.**

- Total number of MOIFA staff users: **2**

## Bibliographic Records

### SALSA Consortium

Total number of bibliographic (bib) records: **748,755**

SALSA libraries share the bibliographic database.

SALSA Bib records by owner (owner should be SALSA Library Consortium)

Do not migrate any bibliographic records with the status of “deleted.”

Most of these records were imported from OCLC. A good de-dup match point is the OCLC number.

<b>Bib Owner Name</b>	<b>Number Of Bibs</b>
Angelico Chavez History Library	4
Chavez Library	2
NM Office of the State Engineer Library	17
NM State Library	1
POG Photo Archives	2
SALSA Library Consortium	748751

### Bookmobiles

Total number of bibliographic records: **49,963**

Bookmobile libraries share the bibliographic database.

Most bibliographic records were created manually. ISBN is a good de-dup matching point. Do not migrate any bibliographic records with the status of “deleted.”

### **Books by Mail**

Total number of bibliographic records: **29,317**

Most bibliographic records were created manually. ISBN is a good de-dup matching point. Do not migrate any bibliographic records with the status of “deleted.”

Retain the 072 and 088 fields when migrating and deduplicating these bibliographic records.

### **Museum of International Folk Art : Bartlett Library and Archives**

Total number of bibliographic records: **25,194**

Most bibliographic records were created manually. ISBN is a good de-dup matching point.

Do not migrate any bibliographic records with the status of “deleted.”

Do not migrate any bibliographic record that is linked to an item with item type code “CHAPTER” or “ARTICLE.”

### **Special Collections from Santa Fe University of Art and Design**

#### **(SFUAD) (library closed in 2018)**

Create bib records from an excel spreadsheet. Spreadsheet has only **MARC 245 \$a, 100, 110, 250** and **OCLC number**. Contractor can supply fuller bib records if contractor wishes to do so, but it is not required.

Total bib records to create

**13,998**

A good de-duplication match point is the OCLC number.

## Item Records

### SALSA Consortium

Total number of item records in SALSA: **933,788**

Do not migrate records for NMCL (New Mexico Coalition for Literacy). If this leaves the bibliographic record with no item records and no serials holdings records, then do not migrate the bibliographic record.

<b>Collection Name</b>	<b>Number Of Items</b>
	16652
Chavez Archives	596
Chavez Bourne	234
Chavez Education	247
Chavez Lincoln Morgan Nelson Collection	19
Chavez Lincoln State Monument	189
Chavez Main	17599
Chavez Main Oversize	343
Chavez Main Oversize Portfolio	33
Chavez Maps	6058
Chavez MicroFilm	6
Chavez Periodicals	191
Chavez Rare Books	358
Chavez Reference	35
HCC Genealogy	9
HCC Genealogy Reference	47
HCC Preschool Collection	144
HCC Primary School Collection	325
HCC Reference	474
HCC Special Collections	656
HCC Young Adult	254
Museum of Art Archive	433
Museum of Art Library	10185
Museum of Art Reference	142
NMCL ABE	3398
NMCL Basic Literacy	359
NMCL ESL	1005
NMCL Ethnic Studies	324
NMCL Family Literacy	842
NMCL Main	1
NMCL Periodicals	2
NMCL Pre-GED Studies	74
NMCL Program Development	375

NMS Federal	719829
NMS Foundation	208
NMS General	6925
NMS Reference	8987
NMS Southwest	48626
NMS State	52484
NMS State Serial	849
NMS WIPP Collection	1890
OSE Annual Reports	223
OSE CIRCULATION	359
OSE Consultant Reports	2648
OSE Controlled Access Document	51
OSE Fed Docs	8652
OSE GENERAL	925
OSE ISC	51
OSE Map Collection	6387
OSE NM Docs	5020
OSE Non-NM Docs	849
OSE Periodicals	381
OSE REFERENCE	205
OSE Reports	1597
Palace Press	856
Photo Archives	2391
Photo Archives Oversize	142

**Item Records by Circulation Item Types in SALSA**

Do not migrate records for NMCL (New Mexico Coalition for Literacy). If this leaves the bibliographic record with no item records and no serials holdings records, then do not migrate the bibliographic record.

<b>Material Type Description</b>	<b>Collection Name</b>	<b>Number Of Items</b>
Books		11843
Books	Chavez Bourne	229
Books	Chavez Education	243
Books	Chavez Lincoln Morgan Nelson Collection	19
Books	Chavez Lincoln State Monument	173
Books	Chavez Main	17613
Books	Chavez Main Oversize	343
Books	Chavez Main Oversize Portfolio	32
Books	Chavez Maps	10
Books	Chavez Rare Books	353
Books	Chavez Reference	35
Books	HCC Genealogy	9
Books	HCC Genealogy Reference	47
Books	HCC Preschool Collection	142
Books	HCC Primary School Collection	327
Books	HCC Reference	475
Books	HCC Special Collections	656
Books	HCC Young Adult	255
Books	Museum of Art Archive	19
Books	Museum of Art Library	7422
Books	Museum of Art Reference	138
Books	NMCL ABE	3340
Books	NMCL Basic Literacy	347
Books	NMCL ESL	1004
Books	NMCL Ethnic Studies	322
Books	NMCL Family Literacy	838
Books	NMCL Main	1
Books	NMCL Pre-GED Studies	74
Books	NMCL Program Development	340
Books	NMS Federal	329185
Books	NMS Foundation	208
Books	NMS General	4428
Books	NMS Reference	8803
Books	NMS Southwest	31804
Books	NMS State	49600
Books	NMS State Serial	107
Books	NMS WIPP Collection	1869



Books	OSE Annual Reports	213
Books	OSE CIRCULATION	359
Books	OSE Consultant Reports	2649
Books	OSE Controlled Access Document	51
Books	OSE Fed Docs	8265
Books	OSE GENERAL	893
Books	OSE ISC	49
Books	OSE Map Collection	1
Books	OSE NM Docs	4682
Books	OSE Non-NM Docs	845
Books	OSE REFERENCE	204
Books	OSE Reports	1503
Books	Palace Press	837
Books	Photo Archives	2319
Books	Photo Archives Oversize	142
CD		1
CD	Chavez Main	7
CD	Chavez Rare Books	1
CD	Museum of Art Library	2
CD	NMCL Basic Literacy	4
CD	NMS Federal	105
CD	NMS General	1
CD	NMS Reference	1
CD	NMS Southwest	7
CD	NMS State	171
CD	NMS WIPP Collection	1
CD	OSE Consultant Reports	3
CD	OSE Fed Docs	7
CD	OSE ISC	2
CD	OSE NM Docs	28
CD	OSE Non-NM Docs	1
CD	OSE Reports	6
DVD		1
DVD	Museum of Art Library	22
DVD	NMCL Basic Literacy	2
DVD	NMS Federal	14
DVD	NMS General	2
DVD	NMS Reference	2
DVD	NMS Southwest	140
DVD	NMS State	36

DVD	OSE GENERAL	2
DVD	OSE NM Docs	3
DVD	Palace Press	1
DVD	Photo Archives	16
Electronic Resource		20
Electronic Resource	Museum of Art Library	4
Electronic Resource	NMCL ESL	1
Electronic Resource	NMCL Family Literacy	2
Electronic Resource	NMCL Program Development	4
Electronic Resource	NMS Federal	160098
Electronic Resource	NMS State	339
Electronic Resource	NMS WIPP Collection	2
Electronic Resource	OSE Fed Docs	17
Electronic Resource	OSE GENERAL	22
Electronic Resource	OSE NM Docs	9
Electronic Resource	OSE Non-NM Docs	3
Electronic Resource	OSE Periodicals	1
Electronic Resource	OSE REFERENCE	1
Electronic Resource	OSE Reports	2
Exhibition catalog		5
Exhibition catalog	Museum of Art Archive	353
Exhibition catalog	Museum of Art Library	2494
Exhibition catalog	Museum of Art Reference	4
Manuscript		15
Manuscript	Chavez Archives	593
Manuscript	Chavez Main	1
Manuscript	Chavez Maps	2
Manuscript	Museum of Art Archive	50
Manuscript	Museum of Art Library	13
Manuscript	NMS Federal	30
Manuscript	Photo Archives	41
Maps		15
Maps	Chavez Archives	1
Maps	Chavez Bourne	5
Maps	Chavez Education	4
Maps	Chavez Lincoln State Monument	16
Maps	Chavez Main	3
Maps	Chavez Main Oversize	2
Maps	Chavez Main Oversize Portfolio	1
Maps	Chavez Maps	6047

Maps	Chavez Periodicals	2
Maps	Chavez Rare Books	4
Maps	NMS Federal	1338
Maps	NMS Southwest	1
Maps	NMS State	16
Maps	OSE Fed Docs	294
Maps	OSE Map Collection	6382
Maps	OSE NM Docs	13
Maps	OSE Periodicals	1
Maps	OSE Reports	1
Maps	Photo Archives	6
Microfiche		1
Microfiche	NMS Federal	229344
Microfiche	NMS General	23
Microfiche	NMS Reference	1
Microfiche	NMS Southwest	3
Microfiche	NMS State	10
Microfiche	NMS WIPP Collection	1
Microfiche	OSE Map Collection	1
Microfilm		14
Microfilm	Chavez Archives	2
Microfilm	Chavez MicroFilm	5
Microfilm	NMS Federal	3
Microfilm	NMS General	419
Microfilm	NMS Southwest	13586
Multi-Media Kit	Museum of Art Library	2
Newsletter	NMS State	465
Newsletter	NMS State Serial	108
Newspapers	Chavez Periodicals	38
Newspapers	NMS Southwest	5
Newspapers	OSE Periodicals	163
Oversize	Museum of Art Library	10
Pamphlet	Museum of Art Archive	8
Pamphlet	Museum of Art Library	35
Pamphlet	NMS Federal	305
Pamphlet	NMS State	534
Pamphlet	OSE Fed Docs	2
Pamphlet	OSE Map Collection	1
Periodicals		4832
Periodicals	Chavez MicroFilm	1

Periodicals	Chavez Periodicals	151
Periodicals	Museum of Art Archive	2
Periodicals	Museum of Art Library	181
Periodicals	NMCL ABE	58
Periodicals	NMCL Basic Literacy	6
Periodicals	NMCL Ethnic Studies	2
Periodicals	NMCL Program Development	27
Periodicals	NMS Federal	845
Periodicals	NMS General	2095
Periodicals	NMS Reference	180
Periodicals	NMS Southwest	3070
Periodicals	NMS State	1309
Periodicals	NMS State Serial	634
Periodicals	NMS WIPP Collection	16
Periodicals	OSE Annual Reports	10
Periodicals	OSE Fed Docs	75
Periodicals	OSE GENERAL	6
Periodicals	OSE Map Collection	4
Periodicals	OSE NM Docs	289
Periodicals	OSE Periodicals	220
Periodicals	OSE Reports	85
Periodicals	Palace Press	18
Photograph	Museum of Art Archive	1
Photograph	NMCL Periodicals	2
Photograph	NMS Federal	1
Photograph	Photo Archives	8
Poster	NMS Federal	6
Poster	NMS State	3
VHS	NMCL Family Literacy	2
VHS	NMCL Program Development	4
VHS	NMS Federal	2
VHS	NMS Southwest	12
VHS	NMS State	6
VHS	OSE NM Docs	2
VHS	Photo Archives	1

## Bookmobiles

Total number of items records: **61,356**

### Item count by bookmobile:

Bookmobile	Items
	1
East	20074
Northeast	26652
TEST	3
West	14626

### Item count by item type for all three bookmobiles:

Number of Items	Item Type (Item Code)
1417	Audiobook on CD (AUDIO-CD)
14	Audiobook on Cassette (AUDIO-TA)
29417	Book (BOOK)
21	Book with CD(s) (BOOK-CD)
4	Book with DVD(s) (BOOK-DVD)
3	Music CD (CD)
1515	DVD (DVD)
8	Electronic Device (E-DEVICE)
626	ILL (ILL)
425	Large Print Paperback (LG-PB)
4944	Large Print Book (LG-PRINT)
341	Magazine / Periodical (MAGAZINE)
221	Oversized Book (OV)
98	Oversized Paperback (OV-PB)
15	Culture Pass (PASS)
22092	Paperback (PB)
11	Paperback with CD(s) (PB-CD)
4	Paperback with DVD(s) (PB-DVD)
179	VHS Video Tape (VIDEO)

### Item count by collection code for all 3 bookmobiles:

Number of Items	Collection (Collection Code)
135	Bilingual (BIL)
1342	Biography (BIO)
530	Classics (CLA)

173	000-099 (D0)
547	100-199 (D1)
866	200-299 (D2)
1646	300-399 (D3)
80	400-499 (D4)
680	500-599 (D5)
3482	600-699 (D6)
2331	700-799 (D7)
506	800-899 (D8)
2189	900-999 (D9)
612	Easy Non-Fic pre-K-3 (E)
2697	Easy Fiction pre-K-3 (EF)
22	Equipment (EQUIPMENT)
10137	Fiction (F)
588	Fantasy (FAN)
193	Holiday (H)
178	Inspirational Non-Fic (INS)
1504	Inspirational Fiction (INSF)
3661	Juvenile Non-Fic 3-8 (J)
4797	Juvenile Fiction 3-8 (JF)
7462	Mystery (M)
16	Music (MUS)
1483	Romance (R)
158	Reference (REF)
37	Religion (REL)
544	Science Fiction (SF)
120	Spanish Non-Fic (SPA)
239	Spanish Fiction (SPAF)
3964	Southwest Non-Fic (SW)
444	Southwest Biography (SWB)
1097	Southwest Fiction (SWF)
704	Southwest Mystery (SWM)
3532	Western (W)
347	Young Adult Non-Fic 8-12 (Y)
1848	Young Adult Fiction 8-12 (YF)

**Source of acquisition values (VENDOR in Authorized values)**

<b>Authorized value</b>	<b>Description</b>
Amazon	Amazon.com
B&T	Baker & Taylor
Bookworks	Bookworks
Center Point	Center Point
Donation	Donation
Eco Wear	Eco Wear
Four Winds	Four Winds Indian Books
Gale	Gale
ILL	ILL
Indian Pueblo CC	Indian Pueblo Cultural Center
Ingram	Ingram
JLG	Junior Library Guild
McNaughton	McNaughton
MidAmerica	MidAmerica
Midwest	Midwest
Moby Dickens	Moby Dickens
Museum NM Press	Museum NM Press
National Hispanic CC	National Hispanic Cultural Center
NM State Library	New Mexico State Library
NMSL BbM	NMSL Books by Mail
OpCit SF	OpCit Santa Fe
OpCit Taos	OpCit Taos
Patron Replacement	Patron Replacement
PBS	PBS Distribution
Petty Cash	Petty Cash Purchase
Scholastic	Scholastic
Southwest Minerals	Southwest Minerals Inc.
Sunstone	Sunstone
UNM Press	UNM Press

**Withdrawn Status values (WITHDRAWN in Authorized values)**

<b>Authorized value</b>	<b>Description</b>
0	
5	Declared lost
4	Weeded (Not Needed)
2	Weeded (Returned to MCN)
1	Withdrawn (Condition)

3	Withdrawn ILL
---	---------------

**Lost status values (LOST in Authorized values)**

Authorized value	Description
0	
1	Lost
2	Lost (Long Overdue)
3	Lost (Paid For)
5	Lost (Patron Replaced)
6	Magazine Issue Never Received
4	Missing (Not Checked Out)
7	Patron Reports Returned

**Damaged status values (DAMAGED in Authorized values)**

Authorized value	Description
0	
1	Damage Noted (NOT Withdrawn)

**Use restrictions values (RESTRICTED in Authorized values)**

Authorized value	Description
0	
1	Restricted Access
2	Reference Use Only
3	Renewals Not Allowed

**Not for loan values (NOT LOAN in Authorized values)**

Authorized value	Description
0	
1	
3	In Process
2	Not for Loan
-2	On Kindles
-1	On Order

**Shelving location (LOC in Authorized Values)**

Authorized value	Description
East Withdrawn	East Withdrawn
ILL Returned	ILL Returned



NE Library	In Cimarron Library NE
East HQ	In East Office
West HQ	In West Office
NE Withdrawn	NE Withdrawn
East BM	On East Bookmobile
NE BM	On NE Bookmobile
West BM	On West Bookmobile
West Withdrawn	West Withdrawn

### **Books by Mail**

Total number of item records: **53,584**

#### **Item count by type**

<b>Number of Items</b>	<b>Item Type (Item Type Code)</b>
862	Book (BOOK)
3	Book on CD (BOOK ON CD)
407	Music CD (CD)
2	Electronic Book (E-BOOK)
2	Electronic Device (E-DEVICE)
484	ILL (ILL)
4	Juv Book + Audio (KIT)
7097	Large Print (LG-PRINT)
1086	Magazine / Periodical (MAGAZINE)
57	Oversized (OV)
43577	Paperback (PB)
1	TEST
2	VHS Video Tape (VIDEO)

#### **Item count by collection code**

<b>Number of Items</b>	<b>Collection</b>	<b>Collection Code</b>
59		
612	Adventure	ADV
332	Animals	ANI
41	Antiques/Collectibles	ANT
208	Art/Architecture	ART
33	Automotive	AUT
1006	Biography/Autobiography	BIO
1	African-American Interest	BLI
46	Business/Economics	BUS

37	Career/Jobs	CAR
1677	Cooking	CKG
1		CLASS
32	Computer	COM
20	Current Events	CUR
21	Dictionary/Thesaurus	DIT
7	Drama/Films/Plays	DRA
2	eBook	EBOOK
216	Education	EDU
18	Environmental	ENV
2	Equipment	EQUIPMENT
160	Family/Marriage	FAM
845	Fantasy	FAN
3658	General Fiction	FIC
87	Investments/Personal Finance	FIN
46	Games/Puzzles	GAM
574	Gardening	GAR
785	Health/Diet/Exercise	HEA
811	Historical Fiction	HIF
1142	History	HIS
822	Home Repair/Decorating	HMR
1368	Hobbies/Crafts	HOB
87	Holidays	HOL
827	Horror	HOR
147	Humor	HUM
2312	Juvenile/Ages 5-8	JVE
1934	Juvenile/Ages 8-12	JVI
1646	Juvenile/Preschool	JVP
977	Juvenile/Ages 13-18	JVY
13	Language	LAN
271	Lifestyle	LIF
395	Literature/Classics	LIT
35	Literature/Contemporary	LTC
14	Medical	MED
305	Inspirational/Motivational	MOT
5	Movie/TV Tie-In	MOV
395	Music/Dance	MUS
6893	Mystery	MYS
127	Nature	NAT
128	New Age	NEW

375	Native American	NTV
65	Occult	OCC
2	Occult Fiction	OCF
145	Parenting/Childbirth	PAR
141	Psychology/Self Help	PDY
2	Philosophy	PHI
25	Photography	PHO
55	Poetry	POE
22	Politics	POL
310	Reference/General	REF
206	Religious	REL
3	Reference/Foreign Languages	RFL
8993	Romance	ROM
58	Science	SCI
865	Science Fiction	SFF
7	Sociology	SOC
14	Spanish	SPA
187	Sports/Recreation	SPO
5428	Suspense	SUS
571	Southwest	SW
23	Travel/Domestic	TRD
832	True Crime	TRU
3819	Western	WES
223	Women's Studies	WOM
34	Christmas	XMS

**Source of acquisition values (VENDOR in Authorized values)**

Authorized value	Description
Amazon	Amazon.com
B&T	Baker & Taylor
Donation	Donation
Gale	Gale
ILL	ILL
Ingram	Ingram
Patron Replacement	Patron Replacement

**Withdrawn Status values (WITHDRAWN in Authorized values)**

Authorized value	Description
0	

1	Withdrawn
5	Withdrawn ILL
2	Withdrawn to East BM
3	Withdrawn to NE BM
4	Withdrawn to West BM

**Lost status values (LOST in Authorized values)**

Authorized value	Description	Description (OPAC)
0		
6	Issue Never Received	Issue Never Received
2	Long Overdue (Lost)	Lost
1	Lost	Lost
3	Lost and Paid For	Lost
4	Missing	Missing
5	Patron Reports Returned	Missing

**Damaged status values (DAMAGED in Authorized values)**

Authorized value	Description
0	
1	Damaged
2	Damaged Patron Replaced

**Use restrictions values (RESTRICTED in Authorized values)**

Authorized value	Description
0	
1	Restricted Access

**Not for loan values (NOT LOAN in Authorized values)**

Authorized value	Description
0	
1	Not For Loan
4	On Kindles
-1	Ordered
2	Staff Collection
3	Wish List

**Shelving location (LOC in Authorized Values)**

Authorized value	Description
MAIN	BbM Office
ILL Returned	ILL Returned

**Source of classification or shelving scheme values (Classification sources)**

Code	Description	In use	Filing rule
bbm	Books by Mail	Yes	generic
ddc	Dewey Decimal Classification	Yes	dewey
lcc	Library of Congress Classification	Yes	lcc
sudocs	SuDoc Classification (U.S. GPO)	No	generic

**Special Collections from Santa Fe University of Art and Design (SFUAD)**

Set up SFUAD item records as belonging to New Mexico State Library. Create assigned collection codes. Load all of these item records as suppressed.

Collections.

1. Rare Books	2435
2. Chase (Art Program collection)	6120
3. Newhall (Photography Program collection)	5443
Total	13,998

**Museum of International Folk Art : Bartlett Library and Archives**

Total number of item records: **26,684**

Do not migrate item records with types ARTICLE or CHAPTER; do not migrate bib records linked to these item records.

**Item count by type**

Item Type Code	Description	Count
ARCHIVE	Archival Material	279
ARTICLE	Article Analytic (article within a periodical)	6542
BOOK	Book	15517
CD	Audio CD	2
CD-ROM	CD-ROM	3
CHAPTER	Chapter Analytic (chapter within a book)	2405
DVD	DVD	42
EDUBOOK	Education Dept Book	438
ERESOURCE	Electronic Resource	9
EXHIBIT	Exhibit Catalog	489

FILE	File (locally assembled information)	767
MICROFICHE	Microfiche	9
PERIODICAL	Periodicals, Serials, Journals	145
PORTFOLIO	Portfolio or other collection of loose items	1
REPORT	Report	9
THESIS	Thesis/Dissertation	4
VHS	VHS Cassette	23

*Bartlett library only uses 20 of 26 available item types*

**Item count by collection code**

Library does not use collection codes in item records

**Source of acquisition (VENDOR in Authorized values)**

Library does not use source of acquisition in item records

**Withdrawn Status values (WITHDRAWN in Authorized values)**

Authorized value	Description
0	
1	Withdrawn

**Lost status values (LOST in Authorized values)**

Authorized value	Description
0	
2	Long Overdue (Lost)
1	Lost
3	Lost and Paid For
4	Missing

**Damaged status values (DAMAGED in Authorized values)**

Authorized value	Description	Description (OPAC)
0		
1	Damaged	
3	Damaged - in Conservation	Damaged - in Conservation
2	Damaged - In Office	Damaged - In Repair
4	Damaged - Repaired	Damaged - Repaired

**Use restrictions values (RESTRICTED in Authorized values)**

Authorized value	Description
0	
1	Restricted Access

**Not for loan values (NOT LOAN in Authorized values)**

Authorized value	Description
0	
1	Not For Loan
-1	Ordered
2	Staff Collection

**Shelving location (LOC in Authorized Values)**

Authorized value	Description	Description (OPAC)
ARCHIVE	Archives	Archives (Staff will retrieve for you)
COLLECT	Collections Office	Office of the Director of Collections
COMPACT	Compact Shelving	Main area of compact shelving
CONSERV	Conservation Department	Conservation Department
DISPLAY	Display Cart	Display Cart
LOUNGE	Education books in lounge	Education books in lounge
CLASSROOM	Education Classroom	Education Classroom
EDUOFFICE	Education Office	Education Office
EXHIBIT	Exhibit Catalogs	Exhibit Catalogs (in compact shelving)
GALLERY-TREASCHEST	In Lloyd's Treasure Chest	In Lloyd's Treasure Chest
GALLERY-BARTLETT	In the Bartlett Gallery	In the Bartlett Gallery
GALLERY-COTSEN	In the Cotsen Gallery	In the Cotsen Gallery
GALLERY-GoC	In the Gallery of Conscience	In the Gallery of Conscience
GALLERY-GIRARD	In the Girard Wing	In the Girard Wing
GALLERY-HHW	In the Hispanic Heritage Wing	In the Hispanic Heritage Wing
GALLERY-LOBBY	In the Lobby display case	In the Lobby display case (not available for use)
OFFICE	Office	Librarian's office (Staff will retrieve for you)
EUR/NACURATOR	Office of the Curator Europe/N America	Office of the Curator Europe/N America
HISPCURATOR	Office of the Curator Hispano/Spanish Colonial	Office of the Curator Hispano/Spanish Colonial
LATAMCURATOR	Office of the Curator Latin America	Office of the Curator Latin America
TEXTCURATOR	Office of the Curator Textiles	Office of the Curator Textiles

ASIACURATOR	Office of the Curator, Asia	Office of the Curator, Asia
DIRECTOR	Office of the Director	Office of the Director
OVERSIZE	Oversize	Oversize shelving
PERIODICALS	Periodicals	Periodicals (in compact shelving)
RARE	Rare and Delicate	Rare and Delicate (Staff will retrieve for you)
RARE-OV	Rare and Delicate - Oversize	Rare and Delicate - Oversize (Staff will retrieve for you)
REFERENCE	Reference (above computer)	Reference (above computer)
REPAIR	Repair	Awaiting Repair
SDRIVE	S Drive	S Drive (e-publication)
TREEOFLIFE	Tree of Life play area	Tree of Life play area
VERTICAL	Vertical Files	Vertical Files

**Source of classification or shelving scheme (Classification sources)**

Library does not use this field in item records.



## Serials Holdings Records

Only the SALSA database has serials holdings records.

Do not migrate records for NMCL (New Mexico Coalition for Literacy). If this leaves the bibliographic record with no item records and no serials holdings records, then do not migrate the bibliographic record.

Total number of serial holdings records: **2,587**

Destination Collection Name	Number Of Records
	65
Chavez Main	1
Chavez Periodicals	4
HCC Genealogy	1
HCC Reference	6
NMCL ABE	3
NMCL Periodicals	2
NMS Federal	778
NMS Foundation	4
NMS Genealogy	1
NMS General	369
NMS Reference	107
NMS Southwest	1027
NMS State	173
NMS State Serial	41
NMS WIPP Collection	5

## **Authority Records**

### **SALSA Consortium**

In March, 2014 we contracted with Backstage Library Works to check and correct the AAPs in our bibliographic records, and to supply any missing authority records.

- Duplicate and system generated records were removed.
- Authority records and AAPs in bibliographic records were updated.
- New authority records were added.
- Authority records pre-processing: 775,822.
- Authority records post-processing: **283,772**.

### **Bookmobiles**

No authority control is used.

### **Books by Mail**

No authority control is used.

### **Museum of International Folk Art : Bartlett Library and Archives**

No authority control is used.

## Circulation Statistics

### SALSA Consortium

Total number of check outs (including renewals) for FY 19: **2,051**

#### Circulation Statistics for Salsa libraries FY 19

Transaction Branch Name	Checkout Type	Total
National Hispanic Cultural Center Library	Circ Checkout and Renewal	102
New Mexico Museum of Art Library	Circ Checkout and Renewal	208
New Mexico Office of the State Engineer Library	Circ Checkout and Renewal	266
New Mexico State Library	Circ Checkout and Renewal	1473
New Mexico State Library	Power PAC Renewal	2

### Bookmobiles

Total number of first time check outs (not renewals) for FY 19: **25,828**

No Circulation notices sent for FY 19.

### Books by Mail

Total number of first time check outs (not renewals) for FY 19: **5,596**

Total number of notices sent for FY 19: **130**

### Museum of International Folk Art : Bartlett Library and Archives

Total number of first time check outs (not renewals) for FY 19: **67**

Total number of circulation notices sent for FY 19: **42**

## Patron Records

### SALSA Consortium

Total number of SALSA Patrons: **1,705**

#### Patron count by Branch

Patron Branch Name	Number Of Patrons
National Hispanic Cultural Center Library	53
New Mexico Coalition for Literacy	1
New Mexico Museum of Art Library	76
New Mexico Office of the State Engineer Library	253
New Mexico State Library	1322

#### Patron count by Patron Code

Do not migrate patron records for NMCL (New Mexico Coalition for Literacy).

Patron Code Descr	Number Of Patrons
Government	58
Library	476
MOA Patron	76

NHCC Patron	53
NMCL Patron	1
OSE Public	67
OSE Staff	186
Public	750
Staff	38

**Patron count by Statistical Class**

Stat Descr	Number Of Patrons
	281
Government	99
Libraries	269
Public	1023
Staff	33

**Bookmobiles**

Total number of patrons: **5189**

**Patron Count by Bookmobile and Category**

Bookmobile	Category Code	Number of Patrons
East	ADULT	20
East	CHILD	5
East	CIMARRONC	2
East	EAST_ADULT	689
East	EAST_CHILD	243
East	EAST_STAFF	13
East	ILL_BBM	1
East	ILL_NMSL	1
East	SELF	4
East	STAFF	1
Northeast	ADULT	3
Northeast	CIMARRONA	621
Northeast	CIMARRONC	236
Northeast	ILL_BBM	1
Northeast	ILL_NMSL	1
Northeast	ILL_RBM	1
Northeast	NE STAFF	10
Northeast	NE SUMMER	7
Northeast	NE_ADULT	1256
Northeast	NE_CHILD	757

Northeast	PHILMONT	74
Northeast	SELF	7
Northeast	SPECIAL	2
Northeast	STAFF	1
TEST	SELF	1
TEST	STAFF	8
TEST	WEST_ADULT	1
West	ADULT	165
West	CHILD	17
West	EAST_ADULT	5
West	ILL_BBM	1
West	ILL_NMSL	1
West	SELF	2
West	WEST_ADULT	962
West	WEST_CHILD	61
West	WEST_STAFF	9

**Patron categories values**

Code	Category name	Type
EAST_ADULT	<a href="#">East Adult</a>	Adult
EAST_CHILD	<a href="#">East Child</a>	Child
EAST_STAFF	<a href="#">East Staff</a>	Staff
ILL_BBM	<a href="#">ILL to BBM</a>	Org.
ILL_NMSL	<a href="#">ILL to NMSL</a>	Org.
NE_ADULT	<a href="#">NE Bookmobile Adult</a>	Adult
NE_CHILD	<a href="#">NE Bookmobile Child</a>	Child
NE STAFF	<a href="#">NE Bookmobile Staff</a>	Staff
CIMARRONA	<a href="#">NE Cimarron Adult</a>	Adult
CIMARRONC	<a href="#">NE Cimarron Child</a>	Child
PHILMONT	<a href="#">NE Philmont</a>	Adult
NE SUMMER	<a href="#">NE Summer</a>	Adult
STAFF	<a href="#">NMSL Staff</a>	Staff
SELF	<a href="#">Self registration with default category Adult</a>	Adult
SPECIAL	<a href="#">Special/Testing</a>	Adult
WEST_ADULT	<a href="#">West Adult</a>	Adult
WEST_CHILD	<a href="#">West Child</a>	Child
WEST_STAFF	<a href="#">West Staff</a>	Staff

**Bookmobile Stop values (BOR\_STOP in Authorized values)**

<b>Authorized value</b>	<b>Description</b>	<b>Description (OPAC)</b>
East Amistad	East Amistad	Amistad
East Autumn Blessings	East Autumn Blessings	Autumn Blessings
East Carrizozo	East Carrizozo	Carrizozo
East Causey	East Causey	Causey
East Conchas	East Conchas	Conchas
East Corona	East Corona	Corona
East Elida	East Elida	Elida
East Forrest	East Forrest	Forrest
East Grady	East Grady	Grady
East Hagerman	East Hagerman	Hagerman
East Headquarters Tucumcari	East Headquarters Tucumcari	East Headquarters Tucumcari
East High Rolls	East High Rolls	High Rolls
East Hondo	East Hondo	Hondo
East House	East House	House
East La Luz	East La Luz	La Luz
East Lake Arthur	East Lake Arthur	Lake Arthur
East Lakewood	East Lakewood	Lakewood
East Lincoln	East Lincoln	Lincoln
East Logan	East Logan	Logan
East Loving	East Loving	Loving
East Malaga	East Malaga	Malaga
East Mayhill	East Mayhill	Mayhill
East McAlister	East McAlister	McAlister
East McAlister PO	East McAlister PO	McAlister PO
East Melrose	East Melrose	Melrose
East Nara Visa	East Nara Visa	Nara Visa
East Newkirk	East Newkirk	Newkirk
East Nogal	East Nogal	Nogal
East Orogrande	East Orogrande	Orogrande
East Pep	East Pep	Pep
East Piñon	East Piñon	Piñon
East Quay	East Quay	Quay
East Queen	East Queen	Queen

East Sacramento	East Sacramento	Sacramento
East Saint Vrain	East Saint Vrain	Saint Vrain
East San Jon	East San Jon	San Jon
East Vaughn	East Vaughn	Vaughn
East Weed	East Weed	Weed
East White Oaks	East White Oaks	White Oaks
NE Anton Chico	NE Anton Chico	Anton Chico
NE Bernal	NE Bernal	Bernal
NE Buena Vista	NE Buena Vista	Buena Vista
NE Capulin	NE Capulin	Capulin
NE Carson	NE Carson	Carson
NE Cimarron High	NE Cimarron High	Cimarron High
NE Cimarron	NE Cimarron Library	Cimarron Library
NE Des Moines	NE Des Moines	Des Moines
NE Des Moines School	NE Des Moines School	Des Moines School
NE Folsom	NE Folsom	Folsom
NE Gallina	NE Gallina	Gallina
NE Gallina Ranger Office	NE Gallina Ranger Office	Gallina Ranger Office
NE Gladstone	NE Gladstone	Gladstone
NE Guadalupita	NE Guadalupita	Guadalupita
NE Headquarters Cimarron	NE Headquarters Cimarron	NE Headquarters Cimarron
NE Lindrith	NE Lindrith	Lindrith
NE Lindrith School	NE Lindrith School	Lindrith School
NE Maxwell	NE Maxwell	Maxwell
NE Miami	NE Miami	Miami
NE Mora	NE Mora	Mora
NE Mora Schools	NE Mora Schools	Mora Schools
NE Mosquero	NE Mosquero	Mosquero
NE Mosquero School	NE Mosquero School	Mosquero School
NE Ocate	NE Ocate	Ocate
NE Ojo Caliente	NE Ojo Caliente	Ojo Caliente

NE Oate Center	NE Oate Center	Oate Center
NE Pecos Municipal Building	NE Pecos Municipal Building	Pecos Municipal Building
NE Pecos School	NE Pecos School	Pecos School
NE Penasco	NE Penasco	Penasco
NE Pueblo Pintado	NE Pueblo Pintado	Pueblo Pintado
NE Pueblo Pintado K-8	NE Pueblo Pintado K-8	Pueblo Pintado K-8
NE Questa	NE Questa	Questa
NE Rainsville	NE Rainsville	Rainsville
NE Regina	NE Regina	Regina
NE Ribera	NE Ribera	Ribera
NE Rinconada	NE Rinconada	Rinconada
NE Rociada	NE Rociada	Rociada
NE Lama	NE Roots and Wings	Lama Community School
NE Rowe	NE Rowe	Rowe
NE Roy	NE Roy	Roy
NE Roy School	NE Roy School	Roy School
NE San Cristobal	NE San Cristobal	San Cristobal
NE Solano	NE Solano	Solano
NE Tecolote	NE Tecolote	Tecolote
NE Tierra Amarilla	NE Tierra Amarilla	Tierra Amarilla
NE Torreon	NE Torreon	Torreon
NE Tres Piedras	NE Tres Piedras	Tres Piedras
NE Tse Yi Gai High	NE Tse Yi Gai High	Tse Yi Gai High
NE Velarde	NE Velarde	Velarde
NE Velarde Elementary	NE Velarde Elementary	Velarde Elementary
NE Velarde Headstart	NE Velarde Headstart	Velarde Headstart
NE Vemejo Park Ranch	NE Vemejo Park Ranch	Vemejo Park Ranch
NE Wagon Mound	NE Wagon Mound	Wagon Mound



NE Wagon Mound School	NE Wagon Mound School	Wagon Mound
NE Watrous	NE Watrous	Watrous
NMSL HQ	NMSL HQ	
West Alamo	West Alamo	Alamo
West Animas	West Animas	Animas
West Apache Creek	West Apache Creek	Apache Creek
West Aragon	West Aragon	Aragon
West Bluewater	West Bluewater	Bluewater
West Bosque	West Bosque	Bosque
West Buckhorn	West Buckhorn	Buckhorn
West Caballo	West Caballo	Caballo
West Cubero	West Cubero	Cubero
West Cuchillo	West Cuchillo	Cuchillo
West Datil	West Datil	Datil
West Doc Campbell's Post	West Doc Campbell's Post	Doc Campbell's Post
West El Morro National Monument	West El Morro National Monument	El Morro National Monument
West Fence Lake	West Fence Lake	Fence Lake
West Ft. Wingate	West Ft. Wingate	Ft. Wingate
West Hachita	West Hachita	Hachita
West Headquarters Los Lunas	West Headquarters Los Lunas	Headquarters Los Lunas
West Highland Meadows	West Highland Meadows	Highland Meadows
West Hillsboro	West Hillsboro	Hillsboro
West Kingston	West Kingston	Kingston
West Lake Roberts	West Lake Roberts	Lake Roberts
West Luna	West Luna	Luna
West Mimbres	West Mimbres	Mimbres
West Monticello	West Monticello	Monticello
West Pie Town	West Pie Town	Pie Town

West Pine Hill	West Pine Hill	Pine Hill
West Quemado	West Quemado	Quemado
West Ramah	West Ramah	Ramah
West Rancho Grande Estates	West Rancho Grande Estates	Rancho Grande Estates
West Reserve	West Reserve	Reserve
West Rodeo	West Rodeo	Rodeo
West Thoreau	West Thoreau	Thoreau
West To'hajiilee	West To'hajiilee	To'hajiilee
West Veguita	West Veguita	Veguita
West Whispering Cedars	West Whispering Cedars	Whispering Cedars
West Winston	West Winston	Winston

**Patron Sort Field 1 (County) values (Bsort1 in Authorized values)**

<b>Authorized value</b>	<b>Description</b>
* UNASSIGNED	* UNASSIGNED COUNTY
Bernalillo	Bernalillo
Catron	Catron
Chaves	Chaves
Cibola	Cibola
Colfax	Colfax
Curry	Curry
De Baca	De Baca
Doña Ana	Doña Ana
Eddy	Eddy
Grant	Grant
Guadalupe	Guadalupe
Harding	Harding
Hidalgo	Hidalgo
Lea	Lea
Lincoln	Lincoln
Los Alamos	Los Alamos
Luna	Luna
McKinley	McKinley
Mora	Mora
Otero	Otero
Quay	Quay
Rio Arriba	Rio Arriba

Roosevelt	Roosevelt
San Juan	San Juan
San Miguel	San Miguel
Sandoval	Sandoval
Santa Fe	Santa Fe
Sierra	Sierra
Socorro	Socorro
Taos	Taos
Torrance	Torrance
Union	Union
Valencia	Valencia

**Patron Sort field 2 (Congressional District) (Bsort2 in Authorized values)**

Authorized value	Description
0Unassigned	* UNASSIGNED CONGRESSIONAL DISTRICT
1CongDist	1st Congressional District
2CongDist	2nd Congressional District
3CongDist	3rd Congressional District

**Books by Mail**

Total number of patrons: **651**

**Patron count by category**

Number of patrons	Patron category code	Patron category
58	HB	Home Bound
1	IL	z NMSL Inter-Library Loan
2	ILL	ILL to Bookmobiles, LBPH
71	LP	Large Print
396	R	Rural
3	S	Staff BbM
16	SL	State Library Staff

**Patron attribute types values**

Code	Description
BSH	Home Bound Patron
BSL	Large Print Patron
BSR	Rural Patron
BYB	Patron Birth Year
CME	E-Mail Catalog
CML	Mail Large Print Catalog

CMP	Mail Print Catalog
HIA	Household w/Internet
HNA	Household No. Adults
HNC	Household No. Children

*These attribute types have Yes or No values (with the exception of Patron Birth Year which is a four digit number) in the Patron Additional attributes and identifiers field.*

**Patron Sort 1 field (County) (Bsort1 in Authorized values)**

<b>Authorized value</b>	<b>Description</b>
* UNASSIGNED	* UNASSIGNED COUNTY
Bernalillo	Bernalillo
Catron	Catron
Chaves	Chaves
Cibola	Cibola
Colfax	Colfax
Curry	Curry
De Baca	De Baca
Doña Ana	Doña Ana
Eddy	Eddy
Grant	Grant
Guadalupe	Guadalupe
Harding	Harding
Hidalgo	Hidalgo
Lea	Lea
Lincoln	Lincoln
Los Alamos	Los Alamos
Luna	Luna
McKinley	McKinley
Mora	Mora
Otero	Otero
Quay	Quay
Rio Arriba	Rio Arriba
Roosevelt	Roosevelt
San Juan	San Juan
San Miguel	San Miguel
Sandoval	Sandoval
Santa Fe	Santa Fe
Sierra	Sierra
Socorro	Socorro
Taos	Taos
Torrance	Torrance

Union	Union
Valencia	Valencia

**Patron Sort 2 field (Congressional district) (Bsort2 in Authorized values)**

Authorized value	Description
0Unassigned	* UNASSIGNED CONGRESSIONAL DISTRICT
1CongDist	1st Congressional District
2CongDist	2nd Congressional District
3CongDist	3rd Congressional District

**Museum of International Folk Art : Bartlett Library and Archives**

Total number of patrons: **40**

Total number of actual staff users: **2**

**Patron count by category**

Category code	COUNT(*)
MUSASS	8
MUSTAFF	19
PUBLIC	4
STAFF	8
STAT	1

**Patron categories**

Code	Category name	Type	Enrollm ent period	Over due	Lost items	Messaging	Default privacy
STAT	<a href="#">In House</a>	Statistic al	24 months	No	Shown	None	Forever
STAFF	<a href="#">Library Staff</a>	Staff	24 months	Yes	Shown	Item due : <b>email</b> Advance notice : <b>email</b> Hold filled : <b>email</b> Item checkout : <b>email</b>	Default
MUSASS	<a href="#">MOIFA Research Associates</a>	Adult	12 months	Yes	Shown	Item due : <b>email</b> Advance notice : <b>email</b> Hold filled : <b>email</b> Item checkout : <b>email</b>	Default

MUSTAF F	<a href="#">MOIFA Staff</a>	Adult	60 months	Yes	Shown	Item due : <b>email</b>	Default
						Advance notice : <b>email</b>	
						Hold filled : <b>email</b>	
						Item checkout : <b>email</b>	
MUSVOL	<a href="#">MOIFA Volunteers and Docents</a>	Adult	12 months	Yes	Shown	Item due : <b>email</b>	Default
						Advance notice : <b>email</b>	
						Hold filled : <b>email</b>	
						Item checkout : <b>email</b>	
PUBLIC	<a href="#">Researchers from outside the Museum</a>	Adult	12 months	Yes	Shown	Item due : <b>email</b>	Default
						Advance notice : <b>email</b>	
						Hold filled : <b>email</b>	
						Item checkout : <b>email</b>	

### Patron attributes types

Library does not use custom patron attributes.

## **B. TECHNICAL SPECIFICATIONS**

### **1. Organizational Experience**

Offeror **must**:

- a) provide a brief description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of integrated library systems and related data migration work. All corporate experience provided to private sector will also be considered;
- b) provide a brief resume of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as project managers, migration programmers, support staff and trainers. Offeror must include key personnel education, work experience, and relevant certifications/licenses.

- c) indicate how many integrated library systems have been installed in the last two years and what percentage of business revenue is derived from the migration and installation engagements.
- d) describe at least two project successes and failures of a system migration engagement. Include how each experience improved the Offeror’s services.

**2. Organizational References**

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

**3. Mandatory Specification**

<b>3.1</b>	<b>Bibliographic Databases (Mandatory)</b>	
<b>3.1.1</b>	<b>Two Bibliographic Databases</b>	The system must allow for two separate bibliographic databases. For each database the migrated bibliographic records must be de-duplicated. See the RFP Statistics section of this RFP for <b>deduplication</b> specifications.

<b>3.1.2</b>	<b>Sharing of Bibliographic Records</b>	Within each database the system must allow sharing bibliographic records among its independent libraries.
<b>3.2</b>	<b>Patron Records (Mandatory)</b>	
<b>3.2.1</b>	<b>Migrate Patron Records</b>	The system must migrate patron records created using the Polaris format and the Koha format.
<b>3.2.2</b>	<b>Migrate Circulation Transactions Data</b>	The system must migrate all current and historical transaction data.
<b>3.3</b>	<b>Offline Circulation (Mandatory)</b>	
<b>3.3.1</b>	<b>Offline Circulation</b>	Because the bookmobiles do not always have internet access the system must have offline circulation functionality.
<b>3.4</b>	<b>Reporting (Mandatory)</b>	
<b>3.4.1</b>	<b>Reporting and Analytics</b>	The system must have the capability to generate reports on circulation and cataloging activity.
<b>3.5</b>	<b>Online Public Access Catalog (Mandatory)</b>	
<b>3.5.1</b>	<b>Online Public Access Catalog (OPAC)</b>	The system must have an online public access catalog. Patrons must be able to log-on and place holds.
<b>3.6</b>	<b>Hosted System (Mandatory)</b>	
<b>3.6.1</b>	<b>Vendor-Hosted ILS</b>	The Contractor must host the integrated library system (ILS) for use by the Department of Cultural Affairs, SALSA consortium libraries, Rural Services Libraries and all of their patrons. .
<b>3.7</b>	<b>Training and Ongoing Support (Mandatory)</b>	
<b>3.7.1</b>	<b>Training</b>	The Contractor must provide training during the migration period and/or during the first two months of use on the new system. The Contractor must provide on-going support through services such as help ticketing systems and updated manuals..
<b>3.8</b>	<b>ILS expandability (Mandatory)</b>	
<b>3.8.1</b>	<b>Expandability</b>	The Contractor must offer to contract with other public and tribal libraries in New Mexico, to migrate their databases to our system. Their databases would migrate to our system based on the Rural Services bibliographic records, and they would share these bibliographic records. Describe how you would work with interested libraries in New Mexico to migrate their ILS data to the new system. Contracts and payments for this work would be between the Contractor and the individual library. This procurement would be based on this statewide contract. Describe how you would work with other libraries to migrate their data, keeping the Rural Services bibliographic database deduplicated and the item records correctly linked.



#### 4. Desirable Specification

<b>4.1</b>	<b>Bibliographic and authority databases (Desirable)</b>	
<b>4.1.1</b>	<b>Migration and set-up of the databases</b>	Describe how you will set-up and deduplicate the two bibliographic databases (SALSA and Rural Services). Describe how you will migrate the authority records for the SALSA database and how you will link them to access points in the SALSA bibliographic records. Describe how you will link the item and serial holdings records to the bibliographic records. Describe how you will migrate the issue records and any of the holdings statements.
<b>4.2</b>	<b>Patron Records (Desirable)</b>	
<b>4.2.1</b>	<b>Migration and set-up of the database</b>	Describe how you will map all of the patron fields into the new patron database. Describe how you will migrate the circulation history. For circulation transactions describe how you will manage the cut-over period from the current system to the new system.
<b>4.3</b>	<b>Bulk Editing or Global Changes (Desirable)</b>	
<b>4.3.1</b>		Your system should offer bulk or global changes to bibliographic, item and patron records. Describe how this functionality works.
<b>4.4</b>	<b>Offline Circulation (Desirable)</b>	
<b>4.4.1</b>		Describe your offline circulation functionality. For item and patron records list which fields would be available, if any, in offline mode.
<b>4.5</b>	<b>Analytics (Desirable)</b>	
<b>4.5.1</b>	<b>Reporting Functionality</b>	Describe your basic reports for cataloging and circulation. Describe how we might obtain customized reports.
<b>4.6</b>	<b>Online Public Access Catalog (OPAC) (Desirable)</b>	
<b>4.6.1</b>		Describe your system's functionality available to the patrons.
<b>4.7</b>	<b>Hosted ILS (Desirable)</b>	
<b>4.7.1</b>	<b>Security and Backup</b>	Describe the security measures and the uptime for your hosted servers. Describe your database back-up schedules.
<b>4.7.2</b>	<b>System Upgrades</b>	How frequently is your system updated? Describe how our upgrade process would work. Indicate if there are any fees associated with the upgrade.
<b>4.8</b>	<b>Project Planning and Management (Desirable)</b>	
<b>4.8.1</b>	<b>Business Processes</b>	Describe your methodology for initiating, planning and implementing the efforts requested for this RFP. This includes descriptions of your project management methodologies and other items specified below. Please include descriptions of: <ul style="list-style-type: none"> <li>• Onsite Project kickoff</li> <li>• Key Staff Roles, and when they would be onsite/offsite</li> <li>• Detailed Project schedule</li> <li>• Project Management and Reporting</li> <li>• Testing methodologies</li> <li>• Implementation methodologies and tools</li> </ul>

		<ul style="list-style-type: none"> <li>• Design sessions or other design methodology to be used</li> <li>• Requirements tracking methodology</li> <li>• System development/configuration</li> <li>• User Acceptance Testing</li> <li>• Training Approach, Techniques and Materials</li> <li>• User and System Administrator Documentation</li> <li>• Post Implementation assessment and problem resolution, including proposed Service Level Agreement (SLA) for resolution of issues</li> </ul>
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## C. BUSINESS SPECIFICATIONS

### 1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report)

### 2. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.**

### 3. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

**4. Oral Presentation**

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

**5. Cost**

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by the evaluation score of up to 300 points.

**6. Resident Business or Resident Veterans Preference**

Not applicable, Federal Funds will be used.

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

<b>Evaluation Factors</b> <i>(Correspond to section IV.B and IV C)</i>	<b>Points Available</b>
<b>B. Technical Specifications</b>	
B. 1. Organizational Experience	150
B. 2. Organizational References	75
B. 3. Mandatory Specifications	
Bibliographic Databases	Pass/Fail
Patron Records	Pass/Fail
Offline Circulation	Pass/Fail
Reporting	Pass/Fail
Online Public Access Catalog	Pass/Fail
Hosted System	Pass/Fail
Training and Ongoing Support	Pass/Fail
ILS expandability	Pass/Fail
B. 4. Desirable Specifications	
Bibliographic and authority databases	50
Patron Records	25
Bulk Editing or Global Changes	25
Offline Circulation	25
Analytics	25
Online Public Access Catalog	75
Hosted ILS	50
Project Planning and Management	100
<b>C. Business Specifications</b>	
C.1. Financial Stability	Pass/Fail
C.2. Performance Surety Bond	Pass/Fail
C.3. Letter Of Transmittal	Pass/Fail
C.4. Campaign Contribution Disclosure Form	Pass/Fail
C. 5. Oral Presentations	100
C.6. Cost	300
<b>TOTAL POINTS AVAILABLE</b>	<b>1,000</b>

Table 1: Evaluation Point Summary

## **B. EVALUATION FACTORS**

### **1. B.1 Organizational Experience (See Table 1)**

Points will be awarded based on the thoroughness and clarity of Offeror’s response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror’s experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror’s candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

### **2. B.2 Organizational References (See Table 1)**

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

### **3. B.4 Mandatory Specifications**

**Responses Mandatory Requirements will be evaluated - Pass/Fail.**

**Failure to submit a response to each Mandatory Requirement will deem the proposal non – responsive. Further consideration of the proposal will not be taken.**

<b>3.1</b>	<b>Bibliographic Databases (Mandatory)</b>	
<b>3.1.1</b>	<b>Two Bibliographic Databases</b>	The system must allow for two separate bibliographic databases. For each database the migrated bibliographic records must be de-duplicated. See the RFP Statistics section of this RFP for <b>deduplication</b> specifications.
<b>3.1.2</b>	<b>Sharing of Bibliographic Records</b>	Within each database the system must allow sharing bibliographic records among its independent libraries.

<b>3.2</b>	<b>Patron Records (Mandatory)</b>	
<b>3.2.1</b>	<b>Migrate Patron Records</b>	The system must migrate patron records created using the Polaris format and the Koha format.
<b>3.2.2</b>	<b>Migrate Circulation Transactions Data</b>	The system must migrate all current and historical transaction data.
<b>3.3</b>	<b>Offline Circulation (Mandatory)</b>	
<b>3.3.1</b>	<b>Offline Circulation</b>	Because the bookmobiles do not always have internet access the system must have offline circulation functionality.
<b>3.4</b>	<b>Reporting (Mandatory)</b>	
<b>3.4.1</b>	<b>Reporting and Analytics</b>	The system must have the capability to generate reports on circulation and cataloging activity.
<b>3.5</b>	<b>Online Public Access Catalog (Mandatory)</b>	
<b>3.5.1</b>	<b>Online Public Access Catalog (OPAC)</b>	The system must have an online public access catalog. Patrons must be able to log-on and place holds.
<b>3.6</b>	<b>Hosted System (Mandatory)</b>	
<b>3.6.1</b>	<b>Vendor-Hosted ILS</b>	The Contractor must host the integrated library system (ILS) for use by the Department of Cultural Affairs, SALSA consortium libraries, Rural Services Libraries and all of their patrons. .
<b>3.7</b>	<b>Training and Ongoing Support (Mandatory)</b>	
<b>3.7.1</b>	<b>Training</b>	The Contractor must provide training during the migration period and/or during the first two months of use on the new system. The Contractor must provide on-going support through services such as help ticketing systems and updated manuals..
<b>3.8</b>	<b>ILS expandability (Mandatory)</b>	
<b>3.8.1</b>	<b>Expandability</b>	The Contractor must offer to contract with other public and tribal libraries in New Mexico, to migrate their databases to our system. Their databases would migrate to our system based on the Rural Services bibliographic records, and they would share these bibliographic records. Describe how you would work with interested libraries in New Mexico to migrate their ILS data to the new system. Contracts and payments for this work would be between the Contractor and the individual library. This procurement would be based on this statewide contract. Describe how you would work with other libraries to migrate their data, keeping the Rural Services bibliographic database deduplicated and the item records correctly linked.

#### **4. B.5 Desirable Specifications**

Points will be awarded based on the quality, organization and effectiveness of communication of the proposed solution and how well it meets DCA requirements.

Offerors should respond in the form of a thorough narrative to each requirement request. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

<b>4.1</b>	<b>Bibliographic and authority databases (Desirable)</b>	
<b>4.1.1</b>	<b>Migration and set-up of the databases</b>	Describe how you will set-up and deduplicate the two bibliographic databases (SALSA and Rural Services). Describe how you will migrate the authority records for the SALSA database and how you will link them to access points in the SALSA bibliographic records. Describe how you will link the item and serial holdings records to the bibliographic records. Describe how you will migrate the issue records and any of the holdings statements.
<b>4.2</b>	<b>Patron Records (Desirable)</b>	
<b>4.2.1</b>	<b>Migration and set-up of the database</b>	Describe how you will map all of the patron fields into the new patron database. Describe how you will migrate the circulation history. For circulation transactions describe how you will manage the cut-over period from the current system to the new system.
<b>4.3</b>	<b>Bulk Editing or Global Changes (Desirable)</b>	
<b>4.3.1</b>		Your system should offer bulk or global changes to bibliographic, item and patron records. Describe how this functionality works.
<b>4.4</b>	<b>Offline Circulation (Desirable)</b>	
<b>4.4.1</b>		Describe your offline circulation functionality. For item and patron records list which fields would be available, if any, in offline mode.
<b>4.5</b>	<b>Analytics (Desirable)</b>	
<b>4.5.1</b>	<b>Reporting Functionality</b>	Describe your basic reports for cataloging and circulation. Describe how we might obtain customized reports.
<b>4.6</b>	<b>Online Public Access Catalog (OPAC) (Desirable)</b>	
<b>4.6.1</b>		Describe your system's functionality available to the patrons.
<b>4.7</b>	<b>Hosted ILS (Desirable)</b>	
<b>4.7.1</b>	<b>Security and Backup</b>	Describe the security measures and the uptime for your hosted servers. Describe your database back-up schedules.
<b>4.7.2</b>	<b>System Upgrades</b>	How frequently is your system updated? Describe how our upgrade process would work. Indicate if there are any fees associated with the upgrade.
<b>4.8</b>	<b>Project Planning and Management (Desirable)</b>	
<b>4.8.1</b>	<b>Business Processes</b>	Describe your methodology for initiating, planning and implementing the efforts requested for this RFP. This includes descriptions of your project management methodologies and other items specified below. Please include descriptions of: <ul style="list-style-type: none"> <li>• Onsite Project kickoff</li> </ul>

		<ul style="list-style-type: none"> <li>• Key Staff Roles, and when they would be onsite/offsite</li> <li>• Detailed Project schedule</li> <li>• Project Management and Reporting</li> <li>• Testing methodologies</li> <li>• Implementation methodologies and tools</li> <li>• Design sessions or other design methodology to be used</li> <li>• Requirements tracking methodology</li> <li>• System development/configuration</li> <li>• User Acceptance Testing</li> <li>• Training Approach, Techniques and Materials</li> <li>• User and System Administrator Documentation</li> <li>• Post Implementation assessment and problem resolution, including proposed Service Level Agreement (SLA) for resolution of issues</li> </ul>
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**5. C.1 Financial Stability (See Table 1)**

Pass/Fail only. No points assigned.

**6. C.2 Performance Bond (See Table 1)**

If required. Pass/Fail only. No points assigned.

**7. C.3 Letter of Transmittal (See Table 1)**

Pass/Fail only. No points assigned.

**8. C.4 Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

**9. C.5 Oral Presentation (See Table 1)**

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

**10. C.6 Cost (See Table 1)**

The evaluation of each Offeror's cost proposal will be conducted using the following formula: The total of all costs listed on the Cost Response Form will be used in the calculation.



Lowest Responsive Offeror's Cost  
----- X Available Award Points  
Each Offeror's Cost

### **C. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

## **APPENDIX A**

### **ACKNOWLEDGEMENT OF RECEIPT FORM**

# APPENDIX A

## REQUEST FOR PROPOSAL

Combine 5 Library Databases  
10-00000-21-00076

### ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than **by 3:00 pm MST/MDT on January 25, 2021**. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX F.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**Submit Acknowledgement of Receipt Form to:**

To: Theresa Mendibles

E-mail: [theresa.mendibles@state.nm.us](mailto:theresa.mendibles@state.nm.us)

Subject Line: 10-00000-21-00076

## APPENDIX B

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the

authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**Name(s) of Applicable Public Official(s) if any:** \_\_\_\_\_  
**(Completed by State Agency or Local Public Body)**

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s)

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(Attach extra pages if necessary)

Signature

Date

Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

# APPENDIX C

## DRAFT CONTRACT

### STATE OF NEW MEXICO

#### General Services Department and Department of Cultural Affairs

Agreement No. 10-00000-21-00076

THIS AGREEMENT (this “Agreement”) is made by and between the State of New Mexico (the “State”), General Services Department and Department of Cultural Affairs, hereinafter referred to as “Procuring Agency” and **Insert Contractor Name**, hereinafter referred to as “Contractor” and collectively the parties are hereinafter referred to as the “Parties.”

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq*; and Procurement Code, NMAC 1.4.1 *et.seq*; Contractor has held itself out as an expert in implementing the Scope of Work attached hereto and Procuring Agency has selected Contractor as the offeror most advantageous to the State; and

WHEREAS, all terms and conditions of the RFP #10-00000-21-00076 - Combine 5 Library Databases and Contractor’s response to such document(s) are incorporated herein by reference; and]

**THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

#### ARTICLE 1 – DEFINITIONS

- A. “Acceptance,” “Accept” or “Accepted” means the approval, following Quality Assurance, of all the Deliverables by Procuring Agency’s ELR (“ELR”).
- B. “Agency CIO” means Procuring Agency’s Chief Information Officer.
- C. “Application Deployment Package” or “ADP” means Contractor’s centralized and systematic delivery of business critical applications, including the source code (for custom software), documentation, executable code and the deployment tools necessary to successfully install application software fixes, including Contractor’s Software related additions, modifications, or deletions.
- D. “Business Days” means Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for Federal and State holidays.
- E. “Change Request” means a written document utilized by either Party to request changes or revisions in the Scope of Work – Exhibit A, attached hereto.

- F. “Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential Procuring Agency or client information as the term is defined in State and/or Federal statutes or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by Procuring Agency or any other State office or agency as confidential, including all information designated as confidential under Federal and State statutes or regulations; (5) unless publicly disclosed by Procuring Agency or the State, the pricing, payments, and terms and conditions of this Agreement, and (6) State information that has not been publicly disclosed and that is utilized, received, or maintained by Procuring Agency, Contractor, or other participating State agencies for the purpose of fulfilling a duty or obligation hereunder.
- G. “Contract Manager” means a Qualified Person designated by Procuring Agency who is responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager will be Bradley Carrington or his/her Representative.
- H. “Data” means a compilation, body, set or sets, of discrete information gathered by Procuring Agency and/or Contractor which Procuring Agency owns and/or controls and which concerns, and may be utilized or manipulated by Procuring Agency and/or Contractor, to further Procuring Agency’s governmental interests, role and mission (“Mission”). Data includes, but is not limited to, Procuring Agency’s information, whether or not stored in one or more databases, Confidential Information and other internal information which affects or may affect Procuring Agency’s ability to further its Mission.
- I. “Default” means a violation or breach of this Agreement by a Party’s either: (1) failing to perform one’s own contractual obligations hereunder, or (2) by interfering with the other Party’s performance of its obligations hereunder.
- J. “Deliverable” means the verifiable outcomes, results, the Services or products that Contractor will develop, perform, and/or produce and deliver to Procuring Agency according to the Scope of Work.
- M. “Employees” means stockholders, directors, officers, employees and agents.
- N. “Escrow” means a legal document (such as Source Code) delivered by Contractor to a third party escrow agent (“Escrow Agent”), and held by Escrow Agent until Procuring Agency Accepts one or more the Deliverables; in the event Contractor Defaults this Agreement, Procuring Agency will receive the legal document, *e.g.*, Source Code, from Escrow Agent.
- O. “Enhancement” means any modification including addition(s), modification(s), or deletion(s) that, when Contractor makes or adds to a Deliverable, materially improves the Deliverable’s utility, efficiency, functional capability, or application (“Utility”). An error correction is not an Enhancement unless the Deliverable’s Utility is improved in Contractor’s process of making the error correction.
- P. “Executive Level Representative” or “ELR” means the individual designated and empowered with the authority to represent and make decisions on behalf of Procuring Agency or the Representative of the Executive Level Representative.
- Q. “GRT” means New Mexico gross receipts tax.
- R. “GSD” means the General Services Department; “GSD/CRB” means the General Services Department, Contracts Review Bureau.
- S. “Intellectual Property (IP)” means any and all proprietary information or material, whether tangible or intangible, whether derived, embodied, composed or comprised of any hard



copy, soft copy, electronic format, hardware, firmware, software or manifested in any other form, whether solid, liquid or vapor, that consists of, or is directly or indirectly related to, Know How, trade secrets, copyrightable material, patent protected or protectable inventions and/or information, U.S. and foreign patent applications and patents, service marks, trademarks, and trade names, any of which is conceptualized, created or developed by either one or both of the Parties. For the purposes of this Agreement each Party will have exclusive ownership rights and control over Intellectual Property that the Party owns or controls prior to the commencement of this Agreement (“Pre-Owned IP”). Intellectual Property that Contractor creates during the course of Contractor’s performance of work hereunder will be deemed work made for hire (“Work Made for Hire”). Procuring Agency will be considered to be the creator and sole and exclusive owner of all Work Made for Hire. Contractor agrees that Contractor will not make any application for nor any other claim of ownership regarding any Work Made For Hire or any of the Procuring Agency’s Pre-Owned IP. Together, any and all combinations of Procuring Agency’s Pre-Owned IP and Work Made for Hire will comprise “Agency IP.”

- T. “Independent Verification and Validation (“IV&V”)” means the process whereby Procuring Agency retains an independent expert to evaluate, verify and issue a written validation opinion concerning Contractor’s performance of the Project and to determine Contractor’s compliance with the requirements stated in the Scope of Work, whether with respect to evaluating certain stages of the Deliverables, or to evaluating the body of the Deliverables as a whole, or both.
- U. “Know How” means the idea(s), technical information and knowledge including, but not limited to, documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating to, or causing the enablement of the Work Made for Hire and the Intellectual Property developed hereunder.
- V. “Payment Invoice” means each of Contractor’s detailed, certified and written requests for payment concerning the Deliverables that Contractor renders to Procuring Agency. Each Payment Invoice must identify each Deliverable for which the Payment Invoice is submitted and must include the price stated in the Scope of Work (Deliverables section), and in Article 3, below, as well as Contractor’s actual charge, for each Deliverable.
- W. “Performance Bond” means a surety bond which guarantees against Contractor’s Default as well as Contractor’s full performance of its obligations hereunder.
- X. “Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
- Y. “Project Manager” means a Qualified Person appointed by Procuring Agency who oversees and manages Contractor’s efforts to produce and deliver the Deliverables to Procuring Agency. The Project Manager for this Project is Bradley Carrington or his Representative.
- Z. “Qualified Person” means a person who has demonstrated experience performing and completing activities and tasks similar to the Project.
- AA. “Quality Assurance” or “Quality Assurance Review” means the planned and systematic pattern of rules, measures, procedures and process established by Procuring Agency to ensure that each Deliverable conforms to the requirements stated in the Scope of Work.

- BB. “Representative” means one or more substitute person(s) for a title or role, e.g. Project Manager or Contract Manager, when the Party’s primary contact person is unavailable.
- CC. “Scope of Work” or “SOW” means the statements of Purpose and the Deliverables attached to this Agreement as Exhibit “A.”
- DD. “Service” or “the Services” means the task(s), function(s), and responsibility(ies) assigned to, and performed by Contractor according to the SOW.
- EE. “State” means the State of New Mexico.
- FF. “State Purchasing Agent (NMSPA)” means the New Mexico State Purchasing Agent or his/her Representative.
- GG. “State Purchasing Division (SPD)” means the State Purchasing Division of the New Mexico General Services Department.
- HH. “Software” means the operating system and/or application software used by Contractor to provide the Deliverables hereunder. Software may include, but is not limited to, Third Party Software. “Third Party Software” means software owned by third parties which is utilized by Contractor and/or Procuring Agency hereunder.
- II. “Software Maintenance” means the set of activities that result in changes to the Accepted (baseline) product set of Software. These activities consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline Software and operating system.
- JJ. “Source Code” means the human-readable programming instructions organized into sets of files that represent the business logic for the Project application. Source Code may be read as text and subsequently edited, requiring compilation or interpretation by a Qualified Person into binary or machine-readable form before being directly useable by a computer.
- KK. “Turnover Plan” means the written plan developed by Contractor and approved by Procuring Agency to continue the Project in the event the Deliverables stated in the SOW are transferred, either directly to Procuring Agency or to a third party.

## **ARTICLE 2 – SCOPE OF WORK**

- A. The Scope of Work. The Scope of Work, or “SOW” attached hereto as “Exhibit A,” is incorporated into this Agreement as if fully set forth herein. The SOW governs Contractor’s production and delivery of the Deliverables to Procuring Agency. The Parties may amend the SOW by executing one or more mutually agreed upon written amendments. In the event a conflict of terms exists between this Agreement and the SOW, the terms of this Agreement will govern.
- B. Contractor Default. Contractor will deliver the Deliverables as stated in the SOW. In the event Contractor fails to deliver the Deliverables according to the SOW, Procuring Agency may declare Contractor to be in Default hereunder. In the event Procuring Agency declares Contractor to be in Default, Procuring Agency will give written notice to Contractor describing the Default and will specify a reasonable period of time during which Contractor will remediate the Default. Contractor will then give Procuring Agency a written response that advises Procuring Agency concerning the measures Contractor will take to cure the Default as well as Contractor’s proposed timetable for implementing those measures. Nothing in this Section will be construed to prevent Procuring Agency from exercising Procuring Agency’s rights pursuant to Article 6 or Article 16, below.

- C. Schedule. Contractor will deliver the final Deliverables to Procuring Agency on or before the due dates stated in the SOW. The due dates will not be altered or waived by Contractor absent Procuring Agency's prior written consent, according to the Amendment process stated in Article 25, below.
- D. License. Contractor hereby grants Procuring Agency a non-exclusive, irrevocable, license to use, modify, and copy the [Insert name of Software and patent number if applicable] Software and any and all updates, corrections and revisions as stated in Article 2 and the SOW for the term of this Agreement.

Procuring Agency's right to copy the Software is limited to Procuring Agency's archival, backup and training purposes only. All of Procuring Agency's archival and backup copies of the Software are subject to the provisions of this Agreement, and Procuring Agency will reproduce all Software related titles, patent numbers, trademarks, copyright and other restricted rights notices on Procuring Agency's Software copies.

- 1. Contractor will maintain, at Contractor's sole expense, a copy of the Software Source Code to be kept by Escrow Agent and will identify Procuring Agency as an authorized recipient of the Software Source Code from Escrow Agent. Contractor will store the Software Source Code in magnetic form on media specified by Procuring Agency. Escrow Agent will be responsible for storing and safekeeping the Software Source Code magnetic media. Contractor will replace the escrowed Software Source Code magnetic media at least every six (6) months to ensure readability and to preserve the Software at the then current revision level. Contractor will include all associated Software documentation with the magnetic media, which will allow Procuring Agency to "top load," compile and maintain the Software in the event of Contractor's Default(s).
  - 2. In the event Contractor (a) ceases to do business or ceases to support the Project, or (b) fails to make adequate provision for continued support of the Software that Contractor develops or provides to Procuring Agency, or (c) if Contractor Defaults hereunder, or (d) if this Agreement is terminated, Contractor will, within a twenty-four (24) hour period, make all of the following items available to Procuring Agency: (i) the latest available Source Code and documentation related to the Software that Contractor develops or provides according to the SOW; (ii) the Source Code and compiler/utilities necessary to maintain Procuring Agency's system; and, (iii) Contractor's related documentation for Software developed by third parties to the extent Contractor is authorized to disclose such Software to Procuring Agency. In any of the above circumstances (a), (b), (c) or (d), Contractor will, by virtue of this Section, grant Procuring Agency an automatic, uncontested and unlimited right to use, modify and copy the Software, the Source Code and all of their related documentation.
- E. Source Code. For each maintenance release, at Contractor's sole expense, Contractor will update Contractor's Application Deployment Packages ("ADP") and deliver the updated

ADP to Procuring Agency in magnetic or digital form on media specified by Procuring Agency.

F. Procuring Agency's Rights.

1. Rights to Software. Procuring Agency will have rights to the software as stated in Article 2. D., above
2. Protection of Proprietary Rights. Contractor will reproduce and attach the State's copyright, product identifications and other proprietary notices on the copies Contractor makes and delivers of the Software, the Source Code and other Deliverables for Procuring Agency, in whole or in part, or on any electronic, hard copy or other tangible form of the Deliverables.
3. Protection of Data. Contractor will protect and safekeep all of Procuring Agency's Data to the same or a higher degree of care that Contractor takes with respect to its own information and data. Contractor will implement all measures necessary to protect Procuring Agency's Data from any and all harm, including but not limited to, breach, intrusion, contamination, corruption, loss, leak, theft, disintegration, viral attack, denial-of-service, malware, worms, trojans, ransomware, hacking, phishing, skimming and other damage of any kind (collectively "Data Damage"), whether caused by Contractor, Contractor's Employees or one or more third parties. In the event a Data Damage incident occurs while Procuring Agency's Data is within Contractor's purview and/or control, within one (1) hour of Contractor's discovery of a Data Damage incident, Contractor will notify the Project Manager concerning the Data Damage incident, including sufficient information for the Project Manager to determine, in conjunction with Contractor, which measures, if any, Contractor must implement to mitigate the Data Damage.
4. Rights to Data. Any and all of Procuring Agency's Data that is stored upon Contractor's servers or lies within Contractor's custody hereunder, is Procuring Agency's sole and separate property and inures to Procuring Agency's exclusive benefit. None of Contractor or Contractor's Employees, subcontractor(s), affiliates and/or assigns will make use of, disclose, sell, copy, license or reproduce Procuring Agency's Data in any manner, or provide of Procuring Agency's Data to any third party absent Procuring Agency's prior written authorization.

**ARTICLE 3 - COMPENSATION**

- A. Compensation Schedule. Procuring Agency will pay Contractor according to the fixed price set for each Deliverable, per the schedule stated in the SOW, less retainage, if any, as identified in Paragraph D.
- B. Payment. There is no cap on the total compensation because this is a Statewide Price Agreement.

Procuring Agency will pay Contractor upon Procuring Agency's Acceptance of each Deliverable according to Article 4, below, and upon the receipt and Acceptance of Contractor's detailed and certified Payment Invoice(s). Procuring Agency will forward its payments to Contractor's designated mailing address, stated in Article 28, below. In

accordance with Section 13-1-158 NMSA 1978, Procuring Agency will tender payment to Contractor within thirty (30) days of the date of Procuring Agency's written certification of Acceptance. All Payment Invoices MUST BE received by Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Contractor's Payment Invoices received by Procuring Agency later than fifteen (15) days after the termination of this Agreement WILL NOT BE PAID.

- C. Taxes. Contractor will not be reimbursed by Procuring Agency for applicable New Mexico gross receipts taxes ("GRT"), excluding interest or penalties assessed on Contractor by the New Mexico Taxation and Revenue Department. Contractor is solely responsible for the payment of GRT for any money Contractor receives hereunder. Contractor must report its GRT, income tax and other tax obligations under Contractor's Federal and State tax identification number(s).

Contractor and its subcontractors, if any, will pay all Federal, State and local income and other taxes and government fees applicable to its operation(s) as well as the taxes and fees associated with Contractor's employment of its Employees. Contractor will require its subcontractors, if any, to hold Procuring Agency harmless from any responsibility for taxes, damages, fees and interest, if applicable, as well as any and all contributions required under Federal and/or state and local laws and regulations, including any other costs, transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

- D. Retainage. Not Applicable. The Parties agree there is no retainage.
- E. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

#### **ARTICLE 4 – ACCEPTANCE**

- A. Submission. Upon Contractor's completion and delivery of each Deliverable stated in the SOW, Contractor will submit a Payment Invoice, together with an accurate description of the Deliverable, to Procuring Agency. Contractor will submit its Payment Invoices to Procuring Agency according to, or lower than, the Deliverable price stated in the SOW, less the retainage, if any, stated in Article 3(D), above. Contractor will not submit Payment Invoices to Procuring Agency for any amount(s) that exceed the amount(s) stated in the SOW absent Procuring Agency's prior written permission.
- B. Acceptance. According to Section 13-1-158 NMSA 1978, the ELR will determine whether the Deliverable(s) meet(s) the specifications stated in the SOW. Procuring Agency will not pay for any Deliverable until the ELR Accepts the Deliverable in writing. In order to Accept a Deliverable, the ELR, in conjunction with the Project Manager, will perform a Quality Assurance Review of the Deliverable to determine, at a minimum, whether the Deliverable:
1. Meets or exceeds the Deliverable requirements stated in the SOW; and

2. Complies with the terms and conditions of RFP ; and
3. Meets or exceeds the generally accepted industry standards and procedures applicable to the Deliverable(s); and
4. Complies with all other of Contractor's requirements, duties and obligations hereunder.

In the event the ELR Accepts a Deliverable according to the ELR's Quality Assurance Review, the ELR will send Contractor the ELR's written Acceptance within **fifteen (15) Business Days** (the "Acceptance/Rejection Period") from the date the ELR receives each of Contractor's Payment Invoice(s).

- C. Rejection. If the ELR fails to give Contractor notice of Procuring Agency's rejection of a Payment Invoice within the Acceptance/Rejection Period, the Deliverable, together with its corresponding Payment Invoice will be deemed to be Accepted by Procuring Agency. In the event the ELR rejects the Deliverable following the ELR's Quality Assurance Review within the Acceptance/Rejection Period, the ELR will send Contractor a rejection notice together with a consolidated set of comments ("Comments") indicating the issues, unacceptable items, and/or requested revisions that Contractor should make or perform with respect to the rejected Deliverable. Upon Contractor's receipt of the ELR's rejection and Comments, Contractor will have ten (10) Business Days to resubmit the rejected Deliverable to Procuring Agency together with Contractor's revisions, corrections and/or modifications made according to the ELR's Comments. Upon receipt of Contractor's revised, corrected or modified ("Revised") Deliverable, the ELR will determine whether the Revised Deliverable is Acceptable by conducting a second Quality Assurance Review. The ELR will then issue a written determination of Procuring Agency's acceptance or rejection of the Revised Deliverable within fifteen (15) Business Days of Procuring Agency's receipt of the Revised Deliverable. In the event the ELR rejects the Revised Deliverable according to the second Quality Assurance Review, Contractor will be then required to provide a remediation plan that will include a list of Contractor's planned corrective measures and an associated timeline for Contractor to complete its remediation of the Deliverable. Contractor's remediation plan must be accepted by the ELR prior to Contractor's implementation of its Deliverable remediation plan. At the same time, Contractor will also be subject to pay Procuring Agency all of Procuring Agency's monetary damages associated with Contractor's failure to timely deliver an Acceptable Deliverable and must complete all remedies attributable to Contractor's late delivery of the Deliverable. In the event ELR rejects a Deliverable three times, Procuring Agency may declare Contractor to be in Default and may immediately terminate this Agreement. Procuring Agency may then seek to recover from Contractor any and all damages and remedies available hereunder and otherwise available in law or equity.

## **ARTICLE 5 – TERM**

THIS AGREEMENT WILL BECOME EFFECTIVE AND BINDING ONLY UPON THE APPROVAL SIGNATURES OF THE STATE PURCHASING AGENT.

The contract shall be for three (3) years from date of award, with the option to extend for an additional of seven (7) years on a three (3) year basis and upon approval of all parties, unless terminated pursuant to Article 6, below. The term of this Agreement, including extensions and renewals, will not exceed ten years, except as may otherwise be allowed by Section 13-1-150 NMSA 1978.

## ARTICLE 6 – TERMINATION

- A. Grounds. Procuring Agency may terminate this Agreement at any time for convenience or cause. Contractor may only terminate this Agreement in the event Procuring Agency materially Defaults hereunder and subsequently fails to cure its Default within ninety (90) days from the date Contractor first declares Procuring Agency to be in Default.
- B. Appropriations. Procuring Agency may terminate this Agreement if required by changes in State or federal law, or so ordered by a court of competent jurisdiction, or due to insufficient appropriations made available by the United States Congress and/or the State Legislature concerning the Parties' performance hereunder. Procuring Agency's determination concerning whether sufficient appropriations are available will be deemed fully accepted by Contractor and will be final. In the event Procuring Agency terminates this Agreement pursuant to this subparagraph B, Procuring Agency will provide Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.
- C. Notice; Opportunity to Cure.
1. Except as otherwise provided in Paragraph (B), immediately above, Procuring Agency will give Contractor written notice of Procuring Agency's intended termination at least thirty (30) days prior to the effective termination date.
  2. Contractor will give Procuring Agency written notice of Contractor's termination at least thirty (30) days prior to Contractor's effective termination date, which notice will (i) identify Procuring Agency's material Default(s) upon which Contractor bases its termination, and (ii) state the measures Procuring Agency should implement to cure such material Default(s). Contractor's termination notice to Procuring Agency will only take effect: (i) if Procuring Agency fails to commence curing Procuring Agency's material Default(s) within Contractor's thirty (30) day notice period, or (ii) in the event Procuring Agency cannot commence to cure its material Default(s) within Contractor's thirty (30) day notice period, Procuring Agency will issue a written notice to Contractor concerning: (a) Procuring Agency's intent to cure, and (b) Procuring Agency's commencement of the due diligence necessary to cure its material Default.
  3. Notwithstanding the foregoing, Procuring Agency may terminate this Agreement immediately upon its written notice sent to Contractor: (i) in the event Contractor becomes patently unable to deliver the Deliverables, as Procuring Agency may, in its sole and exclusive discretion, determine; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by the State Purchasing Agent; or (iii) this Agreement is terminated pursuant to Article 5, above.
- D. Liability. Except as otherwise expressly allowed or provided hereunder, Procuring Agency's sole liability upon termination by either Party will be to compensate Contractor for

Contractor's Acceptable work performed prior to Contractor's receipt or issuance of a written termination notice; provided, however, that a notice of termination issued by either Party will not nullify or otherwise affect either Party's liability for pre-termination defaults hereunder. Contractor will submit a Payment Invoice to Procuring Agency for Contractor's Acceptable work within thirty (30) days of receiving or issuing a notice of termination.

THE PROVISIONS CONTAINED WITHIN THIS ARTICLE 6 ARE NOT EXCLUSIVE AND DO NOT ACT TO WAIVE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND EQUITABLE REMEDIES ENGENDERED BY CONTRACTOR'S DEFAULT HEREUNDER.

## **ARTICLE 7 – TERMINATION MANAGEMENT**

- A. Contractor's Duties. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all of Procuring Agency's other rights to receive Deliverables and other property hereunder, Contractor will:
1. Transfer, deliver, and/or make readily available to Procuring Agency every Deliverable, partially completed Deliverable, and any and all other property in which Procuring Agency has a financial interest, including but not limited to, any and all Procuring Agency Data and/or Procuring Agency Intellectual Property;
  2. Not incur any further financial obligations for materials, services, or facilities hereunder absent Procuring Agency's prior written approval;
  3. Terminate all of Contractor's purchase orders, procurements and subcontractors and will cease all work, except as Procuring Agency may direct, for the orderly completion of the Deliverables and the transition, if any, to a third party;
  4. Take and effect all actions as Procuring Agency may direct, for the protection and preservation of the Deliverables, the Data, Procuring Agency's Intellectual Property and all other all Procuring Agency property as well as any and all records pertaining to, related to and/or required hereunder;
  5. Agree in writing that Procuring Agency is not liable for any costs arising out of the termination other than the costs related to the Deliverables Accepted by Procuring Agency prior to the termination;
  6. Cooperate fully in the closeout or transition of Contractor's activities to facilitate Procuring Agency's administration continuity with respect to Procuring Agency's ongoing projects and programs;
  7. In the event this Agreement is terminated due to Contractor's Default, lack of performance and/or negligence or willful misconduct, which result(s) in funding reduction(s) to Procuring Agency from any governmental or other source, Contractor will remit the full amount of the funding reduction(s) to Procuring Agency within thirty (30) days of the date of Procuring Agency's request to Contractor for remittance of the funding reduction(s);
  8. Should this Agreement terminate due to Contractor's Default, Contractor will reimburse Procuring Agency for all costs arising from retaining one or more third party(ies) at potentially higher rates as well as for all other direct and indirect costs



incurred by Procuring Agency following Contractor's Default up to the full amount of the total compensation stated in Article 3. B. above;

9. In the event this Agreement is terminated for any reason, or upon its expiration, Contractor will develop and submit for Procuring Agency's Acceptance a turnover plan ("Turnover Plan") at least ten (10) Business Days prior to the effective date of termination or expiration of this Agreement. Contractor's Turnover Plan will state Contractor's policies, procedures, and measures necessary to ensure: (1) the least disruption in the delivery of the Deliverables during Procuring Agency's transition of the Project to a third party; and (2) Contractor's cooperation with Procuring Agency and the third party with respect to Contractor's orderly transfer of all partial or completed Deliverables to Procuring Agency and the third party.

Contractor's Turnover Plan will consist of Contractor's orderly and timely transfer or return to Procuring Agency of any and all documents, files, Procuring Agency Data, the Software, the Source code, all other related software, documentation, the system turnover plan, IP Procuring Agency IP and other materials. Upon receipt of Procuring Agency's written request for such transfer or return, Contractor will, within five (5) Business Days, provide to Procuring Agency a copy of Contractor's most recent versions of all pertinent documents, files, Procuring Agency's Data, the Software, the Source Code, all other related software, documentation, the system turnover plan, IP Procuring Agency IP and other materials, whether provided by Procuring Agency or created by Contractor hereunder.

- B. Procuring Agency. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, Procuring Agency will:
  1. Retain ownership of all Deliverables, Procuring Agency's Intellectual Property, Contractor's other work products hereunder, and all related documentation created by Contractor hereunder; and
  2. Pay Contractor all amounts due for the Deliverables Accepted by Procuring Agency prior to the effective date of such termination or expiration.

## **ARTICLE 8 – INDEMNIFICATION**

- A. General. Contractor will defend, indemnify and hold harmless Procuring Agency, the State and their Employees free from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of Contractor's performance of this Agreement, which is caused by Contractor's or Contractor's Employees' negligent act(s) or failure(s) to act, during the time when Contractor, and/or any of Contractor's Employees, has delivered or is delivering the Deliverables hereunder. In the event that any action, suit or proceeding related to the Deliverables is brought against Contractor and/or any of Contractor's Employees, Contractor will, as soon as practicable, but no later than two (2) Business Days after Contractor receives notice thereof, will notify, by certified mail, the legal counsel of Procuring Agency, the Risk Management Division of GSD, and DoIT.

- B. The indemnification obligation hereunder will not be limited by the existence of any insurance policy or by any limitation concerning the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and will survive the termination of this Agreement. Money due or to become due to Contractor hereunder may be retained by Procuring Agency, as necessary, to satisfy any outstanding claim that Procuring Agency may have against Contractor.

### **ARTICLE 9 – INTELLECTUAL PROPERTY**

In the event Procuring Agency grants Contractor the right to own and/or use any Procuring Agency IP, Contractor hereby acknowledges and grants to Procuring Agency and the State, a perpetual, non-exclusive, royalty free license to reproduce, publish, sell, trade, transfer, transmit, use, copy and modify any and all Procuring Agency IP.

### **ARTICLE 10 – INTELLECTUAL PROPERTY LICENSE AND INDEMNIFICATION**

- A. Intellectual Property License. For the purpose of this Agreement, Contractor hereby grants Procuring Agency a full, complete and non-transferable right and license to utilize any and all of Contractor's Related Pre-Owned IP for so long as Procuring Agency utilizes the Software, Source Code and other Deliverables. Contractor does not grant Procuring Agency any right or license to utilize Contractor's Unrelated Pre-Owned IP. If Contractor expects that any of Contractor's Pre-Owned IP will be used by Contractor to fulfill the scope of work under this Agreement, it is Contractor's responsibility to make the Procuring Agency aware of such Pre-Owned IP in order to eliminate questions of ownership of such IP. If Contractor does use Pre-Owned IP to fulfill the scope of work under this Agreement and identifies such, Contractor, at Procuring Agency's request, hereby grants Procuring Agency a permanent, full, complete, non-sublicensable, and non-transferable right and license to utilize any and all such IP.
- B. Intellectual Property Indemnification. At Contractor's sole expense, Contractor will defend Procuring Agency, the State and/or any other State entity against any claim brought or made by a third party alleging that any product, Service or Deliverable that Contractor provides hereunder infringes the third party's Intellectual Property (an "Infringement Claim"). Contractor will pay all costs, damages and attorney's fees and monetary damages that may be awarded as a result of such Infringement Claim(s) in addition to the amount of the judgment award(s). To qualify to receive Contractor's defense cost(s) and/or other payment(s) related to any Infringement Claim(s), Procuring Agency will:
1. Give Contractor written notice, within forty-eight (48) hours, of Procuring Agency's receipt of an Infringement Claim;
  2. Work with Contractor to control the defense and settlement of the Infringement Claim(s); and
  3. Cooperate with Contractor, in a reasonable manner, to facilitate Contractor's defense or settlement of the Infringement Claim(s).

- C. Procuring Agency's Rights. In the event any product, Service or Deliverable that Contractor provides to Procuring Agency hereunder becomes, or in Contractor's opinion is likely to become, the subject of an Infringement Claim, Contractor will, at its sole cost and expense:
1. Provide Procuring Agency the right to continue using the product, Service or Deliverable and fully indemnify Procuring Agency against any and all third Infringement Claim(s) that may arise from Procuring Agency's use of the product, Service or Deliverable;
  2. Replace or modify the product, Service or Deliverable so that such product, Service or Deliverable becomes non-infringing; or
  3. Accept the return of the product, Service or Deliverable and refund an amount equal to the value of the returned product, Service or Deliverable, less the unpaid portion of the purchase price and any other amounts, which Procuring Agency owes to Contractor. Contractor's obligation will be void with respect to any product, Service or Deliverable modified by Procuring Agency to the extent the modification is the direct cause of the Infringement Claim.

#### **ARTICLE 11 - WARRANTIES**

- A. General. Contractor hereby expressly warrants the Deliverable(s) will be correct in all aspects according to the specifications stated in the SOW and all generally accepted industry standards (the combination of which comprise the "Applicable Specifications"). Contractor's warranty includes, but is not limited to, Contractor's making correction(s) of defective Deliverable(s) and revision(s) of those defective Deliverables, as necessary, including Contractor's repair of deficiencies in the Deliverables that are discovered during testing, implementation, or post-implementation phases.
- B. Software. Not Applicable. The Parties agree there is no Software.

#### **ARTICLE 12 – CONTRACTOR PERSONNEL**

- A. Key Personnel. Contractor's key personnel ("Key Personnel") will not be diverted from this Agreement absent Procuring Agency's prior written approval. Key Personnel are those individuals Procuring Agency considers to be mandatory to the work to be performed hereunder. Contractor's Key Personnel hereunder will be:

**[Insert Contractor and/or Subcontractor Key Personnel Name(s)]**

- B. Personnel Changes. In the event Contractor replaces any of its personnel, Contractor will make such replacement(s), with Contractor's other personnel of equal or superior ability, experience, and qualifications. Contractor's personnel replacements must be pre-approved in writing by Procuring Agency's Project Manager. For all of Contractor's personnel, Procuring Agency reserves the right to require submission of their resumes prior to receiving Procuring Agency's approval. In the event Contractor reduces the number of its

personnel assigned to the Project for any reason, Contractor will, within ten (10) Business Days of its personnel reduction, replace those persons with the same or a greater number of persons with equal or superior ability, experience, and qualifications, subject to Procuring Agency's prior written approval. Procuring Agency, in its sole and exclusive determination, may extend the time Contractor is allowed beyond the required ten (10) Business Day period concerning Contractor's replacement of its personnel. Contractor will include status reports to Procuring Agency concerning Contractor's personnel replacement efforts as well as the impact upon the progress of the Project due to the absence of Contractor's personnel. In addition, Contractor will make interim arrangements to assure that the progress of the Project remains unimpeded by the loss of any of Contractor's personnel. Procuring Agency reserves the right to require a change in Contractor's personnel in the event Contractor's personnel are not, in Procuring Agency's sole and exclusive determination, meeting Procuring Agency's standards and/or expectations.

### **ARTICLE 13 – INDEPENDENT CONTRACTOR STATUS**

- A. Independent Contractor. For the purposes of this Agreement, Contractor and Contractor's Employees are independent Contractors who produce and deliver the Deliverables to Procuring Agency. Contractor's Employees are neither employees nor agents of the State ("State Employees"). None of Contractor and Contractor's Employees will accrue State benefits, including but not limited to, leave, retirement, insurance, bonding, use of state vehicles, or any other benefits that may be afforded to State Employees as a result of Contractor's entering this Agreement. Contractor acknowledges and agrees that all sums received hereunder are either reportable as a separate business entity or are, in the event Contractor operates as a sole proprietorship, personally reportable by Contractor for income and GRT tax purposes as self-employment or business income and are reportable for self-employment tax.
- B. Subject of Proceedings. Contractor warrants that neither Contractor nor any of Contractor's Employees are presently subject to any litigation or administrative proceeding before any court or administrative body which could adversely affect Contractor's ability to perform hereunder; nor, to the best of Contractor's knowledge, information or belief, is any such litigation or proceeding presently threatened against Contractor or any of Contractor's Employees. In the event any such proceeding is initiated or threatened during the term of this Agreement, Contractor will immediately disclose such initiation or threat to Procuring Agency.

### **ARTICLE 14 - CHANGE MANAGEMENT**

Change Request Process. In the event circumstances warrant Contractor making a Change to accomplish the SOW, Contractor will submit a Change Request to Procuring Agency. Each Change Request must meet the following criteria:

1. The Project Manager will draft a written Change Request for the ELR's review and approval, including:
  - (a) the name of the person requesting the Change;
  - (b) a summary of the requested Change;
  - (c) the start date for the requested Change;
  - (d) the reason and necessity for the requested Change;
  - (e) the elements in the Deliverable(s) and/or the SOW that must be altered in order for Contractor to produce and deliver the Change; and
  - (f) the impact of the Change upon the Project.
2. The ELR will provide a written decision concerning each Change Request to Contractor within ten (10) Business Days of the ELR's receipt of each Change Request. All decisions made by the ELR concerning a Change Request will be deemed final. Each Change Request, once approved by the ELR, will be integrated into the SOW through an Amendment executed by the Parties if required by Article 25, Section 2.

#### **ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION**

- A. In the event IV&V Professional Services are used for the Project associated with this Agreement, Contractor will fully comply and cooperate with the IV&V vendor. Contractor's cooperation includes, but is not limited to:
  1. Providing the Project documentation;
  2. Allowing the IV&V vendor to attend Project related meetings; and
  3. Supplying the IV&V vendor with any/all other information and/or material(s) as may be directed by the Project Manager.
- B. In the event the purpose of this Agreement is for Contractor to provide IV&V Professional Services, then Contractor will:
  1. Submit its IV&V reports directly to DoIT's Project Oversight and Compliance Division ([EPMO@state.nm.us](mailto:EPMO@state.nm.us)) according to DoIT's IV&V Reporting Template and Guidelines located on DoIT's webpage: [http://www.doit.state.nm.us/project\\_templates.html](http://www.doit.state.nm.us/project_templates.html), with a copy to Procuring Agency.
  2. Use a report format consistent with DoIT's IV&V Reporting Template and Guidelines located on the same DoIT website.

#### **ARTICLE 16 – DEFAULT**

In case of Contactor's Default, for any reason whatsoever, Procuring Agency and/or the State may procure the Deliverables from another source and hold Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages and special damages. Procuring Agency and/or the State may also seek all

other available remedies against Contractor hereunder or which may be otherwise available under law or equity.

### **ARTICLE 17 – EQUITABLE REMEDIES**

Contractor acknowledges that its failure to comply with any provision hereunder may cause Procuring Agency irrevocable harm and that a remedy at law for such a failure would constitute an inadequate remedy for Procuring Agency. Contractor consents to Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's right to obtain equitable relief pursuant to this Agreement will be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

### **ARTICLE 18 - LIABILITY**

Contractor will be liable for damages arising out of injury to persons and/or damage to real, tangible or intangible property at any time, in any way, if and to the extent that the injury or damage was caused by or due to Contractor's fault or negligence or to a defect in Contractor's production or delivery of any Deliverable hereunder, whether Contractor produces or delivers the Deliverable in whole or part. Contractor will not be liable for damages arising out of, or caused by, alterations made by Procuring Agency to any equipment or its installation or for losses caused by Procuring Agency's fault or negligence. In the event Contractor's negligent or omitted production or delivery of any Deliverable results in a defect which is the direct or indirect cause of injury to any third party and/or employee of Procuring Agency or the State, nothing hereunder will act to limit Contractor's, or Contractor's Employees' liability to such third party and/or employee, or will act to limit any remedy that may exist under law or equity with respect to Contractor's and/or Contractor's Employees' negligent act or omission.

### **ARTICLE 19 – ASSIGNMENT**

Contractor will not assign or transfer any of Contractor's interests, rights, responsibilities, duties, obligations and/or liabilities hereunder or assign any of Contractor's claims for money due or that might become due hereunder absent Procuring Agency's prior written approval.

### **ARTICLE 20 – SUBCONTRACTING**

- A. General Provision. Contractor will not subcontract or assign any portion of this Agreement or the SOW to any subcontractor absent Procuring Agency's prior written approval. No such subcontracting or assignment will relieve Contractor of its direct and indirect responsibilities, duties, obligations and/or liabilities hereunder, nor will any such

subcontracting trigger or obligate Procuring Agency to make a payment, either directly or indirectly, to any subcontractor.

- B. Responsibility for Subcontractors to Maintain Confidentiality. Contractor will not disclose any of Procuring Agency's or State's Confidential Information to a subcontractor absent Procuring Agency's prior written consent. Each subcontractor will agree in a written form pre-approved by Procuring Agency to protect and keep confidential any and all Confidential Information in the same manner required of Contractor stated in Article 22, below.

### **ARTICLE 21 – RELEASE**

Contractor's Acceptance of Procuring Agency's final payment made hereunder will operate as Contractor's full release of Procuring Agency, the State, and their officers, employees and agents from any and all liabilities, claims and obligations whatsoever arising hereunder.

### **ARTICLE 22 – CONFIDENTIALITY**

Contractor will protect and keep confidential any and all Confidential Information that Procuring Agency provides to Contractor as well as any and all Confidential Information that Contractor develops based upon information provided by Procuring Agency during Contractor's performance hereunder. Contractor will not make available or provide Confidential Information to any third party absent Procuring Agency's prior written approval. Upon termination of this Agreement, Contractor will: (a) deliver all Confidential Information in its possession to Procuring Agency within thirty (30) Business Days of the termination, and (b) Contractor will protect and will not make available or provide Confidential Information to any third party absent Procuring Agency's prior written approval for a period of five (5) years commencing on the termination or expiration date. Contractor acknowledges that Contractor's failure: (a) to deliver such Confidential Information to Procuring Agency, or (b) to protect and keep Confidential Information secret may result in Procuring Agency's seeking to obtain direct, special and/or incidental damages from Contractor.

### **ARTICLE 23 –CONFLICT OF INTEREST**

Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's delivery of the Deliverables required hereunder. Contractor certifies that it has followed the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee.

### **ARTICLE 24 - RECORDS AND AUDIT**

Contractor will maintain detailed time and expenditure records, which indicate the date, time, nature and cost of the Deliverables rendered during this Agreement's term and will retain those records for a period of **three (3) years** from the date of Procuring Agency's final payment to Contractor hereunder. Contractor's records will be subject to inspection by Procuring Agency, DoIT's CIO, NMSPA, GSD, Department of Finance Authority and the New Mexico State Auditor's Office. Procuring Agency will have the right to audit Contractor's billings prior and subsequent to each of Procuring Agency's payments made to Contractor. Procuring Agency's payment for the Deliverables hereunder will not foreclose Procuring Agency's right to recover Procuring Agency's payments made to Contractor or its affiliates against Contractor's excessive or illegal Payment Invoices, if any.

### **ARTICLE 25 - AMENDMENT**

This Agreement will not be altered, changed, or amended except by an instrument in writing executed by the Parties. No amendment will be effective or binding unless approved by all of the State's and Contractor's approval authorities. Amendments are required for the following:

1. Deliverable requirements stated in the SOW;
2. Due Date of any Deliverable stated in the SOW only if due date change requires extension of Article 5 termination date;
3. Compensation for any Deliverable stated in the SOW;
4. Agreement Compensation, pursuant to Article 3; or
5. Agreement termination, pursuant to Article 5.

### **ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE**

- A. In the event Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period on the Project during the term of this Agreement, Contractor certifies, by signing this Agreement, to have in place, and agree to maintain for the term of this Agreement, health insurance for those employees and offer that health insurance to those employees in the event the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor will maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. Contractor's records are subject to review and audit by a representative of the State.
- C. Contractor will advise Contractor's Employees concerning the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://www.bewellnm.com>.



- D. For Indefinite Quantity, Indefinite Delivery contracts (statewide or agency price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against them); Contractor agrees those requirements will become applicable on the first day of the second month after Contractor reports its combined sales (to the State and, if applicable, to local public bodies in the event those sales are made pursuant to a statewide or agency price agreement) in the aggregated amount of \$250,000 or more.

**ARTICLE 27 – SEVERABILITY, MERGER, SCOPE, ORDER OF PRECEDENCE**

- A. Severability. The provisions of this Agreement are severable, and in the event for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court, agency or commission having jurisdiction over the subject matter hereof, such invalidity will not affect the other provisions of this Agreement, which will be given effect absent the invalid provision.
- B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees will be valid or enforceable unless stated in this Agreement.

**ARTICLE 28 – NOTICES**

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement will be in writing and will be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or by email addressed to the other Party’s Representative.

Notices will be addressed as follows:

**For AGENCY**  
Theresa Mendibles  
General Services Department  
[Theresa.mendibles@state.nm.us](mailto:Theresa.mendibles@state.nm.us)  
(505) 827-0499  
PO Box 6850  
Santa Fe, NM 87502

**For CONTRACTOR**  
[Insert Name of Individual, Position  
Company Name]

E-mail Address  
Telephone Number  
Mailing Address]

Any change made concerning either a change of address or a replacement of a Party's Representative must be made in an email or a hard copy letter addressed to the other Party's Representative.

## **ARTICLE 29 – GENERAL PROVISIONS**

- A. Contractor will abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State, including but not limited to:
1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
  2. Equal Opportunity Compliance. Contractor will abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State, pertaining to equal employment opportunity. In accordance with all such laws of the State, Contractor will assure that no person in the United States will, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed hereunder. In the event Contractor is found to be out of compliance with these requirements during the life of this Agreement, Contractor will take appropriate measures to correct its deficiencies.
  3. Workers Compensation. Contractor will comply with state laws and rules applicable to workers compensation benefits for its employees. In the event Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by Procuring Agency.
- B. Applicable Law. The laws of the State will govern this Agreement. Venue will be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By executing this Agreement, Contractor acknowledges and will submit to the jurisdiction of the courts of the State over any and all such lawsuits arising hereunder.
- C. Waiver. A Party's failure to require strict performance of any provision of this Agreement will not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights hereunder will be effective unless made in writing, and no effective waiver by a Party of any of its rights will be effective to waive any of its other rights, duties or obligations hereunder.
- D. Headings. Any and all headings within this Agreement are inserted for convenience and ease of reference and will not be considered in the construction or interpretation of any article, section or provision of this Agreement or the SOW. Numbered or lettered

provisions, sections and subsections contained herein refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

- E. Dispute Resolution. In the event dispute arises between the Parties, either Party may send a letter to the other Party requesting the other Party to enter into a dispute resolution process, such as mediation or arbitration, in accordance with NMSA 1978 12-8A-1 through 12-8A-3.

### **ARTICLE 30 - SURVIVAL**

The Articles titled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties will survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into by the Parties in conjunction with this Agreement will survive the expiration or termination of this Agreement.

### **ARTICLE 31 - TIME**

Calculation of Time. Any time period herein calculated by reference to a “day” or “days” means a calendar day or calendar days, unless Business Days are used; provided, however, that in the event the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State, the day for such given act will be the first day following that is not a Saturday, Sunday, or a State observed holiday.

### **ARTICLE 32 – FORCE MAJEURE**

Neither Party will be liable for damages or have any right to terminate this Agreement for any delay or Default in performing hereunder in the event such delay or Default is caused by conditions beyond the Party’s control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), war, insurrection and/or any other cause beyond the reasonable control of the Party whose performance is affected thereby.

**[IF APPLICABLE, ADD ANY OF PROCURING AGENCY’S SPECIFIC, GRANT SPECIFIC, OR AGREEMENT SPECIFIC ARTICLES STARTING AT THIS POINT.]**

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which will be deemed to be a true and original signature hereunder.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[Insert Procuring Agency Cabinet Secretary Name], Cabinet Secretary  
General Services Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[Insert Contractor Name, Title]  
[Company Name]

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[Insert Procuring Agency CIO Name], Chief Information Officer  
General Services Department

Approved for legal sufficiency:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[Insert Procuring Agency General Counsel Name], General Counsel  
General Services Department

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

CRS ID Number: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Taxation & Revenue Department

This Agreement has been approved by the State Purchasing Agent:

By: \_\_\_\_\_  
Purchasing Agent for the State of New Mexico

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

## EXHIBIT A – SCOPE OF WORK

### I. Purpose:

The Purpose of this Agreement, including its goals and objectives are:

The state Department of Cultural Affairs (DCA)-State Library seeks one integrated library system (ILS) to combine its two current systems: SALSA (on Polaris, hosted by Innovative Interfaces) and Rural Services (two databases on Koha, hosted by Equinox). We seek to add to the ILS combination two additional databases for the SALSA system: Museum of International Folk Art (MOIFA, on Koha, hosted by ByWater) and bibliographic and item records for three collections formerly held by the now-defunct Santa Fe University of Art and Design (it used OCLC WorldShare Management and we have copies of the records in Excel format). We request proposals for combining systems via migrating the Koha databases to Polaris plus importing the WorldShare Management records; or via migrating the Polaris database and the WorldShare Management records to the Koha ILS; or via migrating all five databases to a separate, new ILS. Migration and transition work is expected to be complete within seven months. We will run the old systems until at least the migration is complete. There will be a “freeze” date after which we will no longer update the old databases.

DCA-State Library will run two separate databases on the new ILS: SALSA and Rural Services. The combined SALSA database will share bibliographic records and the combined Rural Services database will share bibliographic records. Only the SALSA database has authority records. For patron records and circulation SALSA will comprise six independent libraries; for patron records and circulation Rural Services will comprise four independent libraries. In the future we will invite public and tribal libraries to migrate to our ILS, to the Rural Services database; any new libraries on the Rural Services database will contract with and pay directly to the ILS contractor. The Contractor must offer to contract with statewide agencies, local public bodies and tribal libraries in New Mexico, to migrate their databases to the DCA-State Library system.

The ILS shall be hosted and standards-based by the contractor. The contractor is required to maintain the servers, keep the software upgraded, maintain database security, and provide technical support. DCA-State Library uses cataloging, authorities, serials control, circulation, reporting, and systems administration functions. DCA-State Library requires offline circulation for use when our bookmobiles have no internet access. Our patrons can create and manage their own accounts using the public access catalog (OPAC). DCA-State Library does not use discovery, linked data, acquisitions, electronic resources management or course reserves functions. The contractor shall extract existing data and migrate to the new ILS, as necessary. Innovative Interfaces, Inc. will give contractor a copy of the SALSA Polaris database; Equinox Open Library Initiative will give contractor a copy of the Rural Services Koha databases; ByWater Solutions will give contractor a copy of the MOIFA Koha database. The contractor shall deduplicate each combined database of bibliographic records, keeping correctly attached all related item, serials holdings, and issue records. The contractor shall provide training to library staff on the new combined ILS.

II. The Deliverables:

The following sections describe the required tasks and subtasks to be performed by Contractor concerning each service or product delivered by Contractor to Procuring Agency (a “Deliverable”) pursuant to this Agreement. Contractor will deliver each Deliverable, but Contractor is not limited to delivering only the identified Deliverables in a given area of the Project. The Parties agree that the Deliverables are the controlling items and that Contractor’s primary obligation is to deliver the Deliverables to Procuring Agency according to the following sections.

**[ Procuring Agency may identify as many Deliverables, with as many associated tasks and subtasks, as may be needed for Contractor to accomplish the Scope of Work.]**

A. Deliverable Number 1 [Software Installation on Hosted Server]

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
[ <u>Software Installation on Hosted Server</u> ]	[Insert Date this Deliverable is due]	<ul style="list-style-type: none"> <li>• [Insert Total Compensation not to exceed \$ Amount, including GRT]</li> <li>• [Insert Total Compensation not to exceed \$Amount less GRT, if applicable]</li> <li>• [Insert Total Compensation not to exceed \$ Amount less retainage, if applicable]</li> </ul>

<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>
<b>Install software and deploy project management services</b>	1. Install software following schedule agreement between Procuring Agency and Contractor 2. Provide project management services	<ul style="list-style-type: none"> <li>• On hosted server install all purchased software modules.</li> <li>• Contractor shall provide project management oversight; contractor shall schedule and conduct regular internet conference meetings; contractor shall deliver biweekly project status reports to procuring agency.</li> <li>• Contractor shall update the overall Project Management Plan to include acceptance criteria for project implementation deliverables and services; oversee development of test plans and coordinate with Agency in development of test cases; provide oversight of testing activities to ensure all requirements are addressed; facilitate efforts to remediate issue or outstanding problems.</li> </ul>

**B. Deliverable Number 2– Create the two bibliographic databases**

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
<b><u>Create the two bibliographic databases; design workflow to keep all item, serial and authority records attached to the correct bibliographic record post-migration</u></b>	[Choice #1 – Payment due at the start of the maintenance period Choice #2 - Arrears payment due at the end of the month or quarter]	<ul style="list-style-type: none"> <li>• [Insert Total Compensation not to exceed \$ Amount, including GRT]</li> <li>• [Insert Total Compensation not to exceed \$Amount less GRT, if applicable]</li> <li>• [Insert Total Compensation not to exceed \$ Amount less retainage, if applicable]</li> </ul>

Task Item	Sub Tasks	Description
<b>Create the SALSA bibliographic database</b>	Merge the Polaris and the Bywater Koha bibliographic records	
	Create MARC bibliographic records for the SFUAD titles	
	Merge all of these bibliographic records to make the SALSA bibliographic database	
	Deduplicate the resulting database of SALSA bibliographic records	For duplicates, retain the bibliographic record with the most data.
<b>Migrate all of the serials holdings records and the serials issue records to the SALSA database</b>		Only the Polaris database has serial records; keep track of all serial records and carefully keep them attached to the correct bibliographic record, even after the bibliographic records are deduplicated
<b>Migrate all of the authority records to the SALSA database</b>		Only the SALSA database has authority records; coming from the original SALSA Polaris database.
<b>For the SALSA database create item records for the SFUAD items</b>		From the spreadsheet create item records and attach to the correct bibliographic record; OPAC display of item records should be suppressed
<b>For the SALSA bibliographic</b>		Keep track of all attached item records and carefully keep them attached to the correct



<b>database migrate all the item records</b>		bibliographic record, even after the bibliographic records are deduplicated. In item records retain all transaction history, including circulation transactions.
<b>Create the Rural Services bibliographic database</b>	Merge the the two databases of Equinox Koha bibliographic records	
	Deduplicate the resulting database of Rural Services bibliographic records	For duplicates, retain the bibliographic record with the most data. For Books by Mail bibliographic records retain the 072 and 088 fields when migrating and deduplicating these bibliographic records.
<b>For the Rural Services bibliographic database migrate all the item records</b>		Keep track of all attached item records and carefully keep them attached to the correct bibliographic record, even after the bibliographic records are deduplicated. In item records retain all transaction history, including circulation transactions.

**C. Deliverable Number 3– Migrate the patron records**

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
<b><u>Migrate patron records including circulation history</u></b>	[Choice #1 – Payment due at the start of the maintenance period Choice #2 - Arrears payment due at the end of the month or quarter]	<ul style="list-style-type: none"> <li>• [Insert Total Compensation not to exceed \$ Amount, including GRT]</li> <li>• [Insert Total Compensation not to exceed \$Amount less GRT, if applicable]</li> <li>• [Insert Total Compensation not to exceed \$ Amount less retainage, if applicable]</li> </ul>

Task Item	Sub Tasks	Description
<b>Migrate patron records</b>	Map from existing Koha and Polaris fields to fields in the new system	
	Migrate all available circulation history	.If present do not migrate any current or historical fines or fees transactions.

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**D. Deliverable Number 4– Profiling and Training**

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
<b><u>Schedule and present internet conference meetings to discuss profiling and other implementation decisions; schedule and present internet conference meetings for training on use of the new system</u></b>	[Choice #1 – Payment due at the start of the maintenance period Choice #2 - Arrears payment due at the end of the month or quarter]	<ul style="list-style-type: none"> <li>• [Insert Total Compensation not to exceed \$ Amount, including GRT]</li> <li>• [Insert Total Compensation not to exceed \$Amount less GRT, if applicable]</li> <li>• [Insert Total Compensation not to exceed \$ Amount less retainage, if applicable]</li> </ul>

Task Item	Sub Tasks	Description
<b>Make profile decisions</b>	Item records	Discuss changes to the names of collections, shelf locations etc. Discuss formatting of call numbers. Implement agreed-to solutions to problems identified.
	OPAC display	Discuss profile choices and implement decisions. Work on branding the OPAC.
	Patron records	Discuss changes to the names of patron categories. Discuss formatting fields for patron notices. Implement agreed-to solutions to problems identified.
	Record templates	Discuss template needs and design several templates; at least one each for bibliographic, item, and patron records and for patron notices.
<b>Deliver staff training</b>		Via internet conferencing deliver training for use of all installed modules; if possible make recordings available for agency use.

The Agreement included in this Appendix C represents the **contract/price agreement** the Agency intends to use to make **an award/awards**. The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

**APPENDIX D**  
**COST RESPONSE FORM**

Description	Quantity	Cost

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

## **APPENDIX E**

### **LETTER OF TRANSMITTAL FORM**

## **APPENDIX E**

### **Letter of Transmittal Form**

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30).  
FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE  
DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK!**  
(N/A, None, Does not apply, etc. are acceptable responses.)

**RFP#: 10-00000-21-00076**

**1. Identify the following information for the submitting organization:**

<b>Offeror Name</b>	
<b>Mailing Address</b>	
<b>Telephone</b>	
<b>FED ID#</b>	
<b>NM CRS#</b>	

**2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:**

	<b>A Contractually Obligate</b>	<b>B Negotiate*</b>	<b>C Clarify/Respond to Queries*</b>
<b>Name</b>			
<b>Title</b>			
<b>E-mail</b>			
<b>Telephone</b>			

\* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

**3. Use of subcontractors (Select one):**

- No subcontractors will be used in the performance of any resultant contract, OR  
 The following subcontractors will be used in the performance of any resultant contract:

\_\_\_\_\_  
 (Attach extra sheets, as needed)

**4. Describe any relationship with any entity (such as a State Agency, reseller, etc. that is not a subcontractors listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)**

\_\_\_\_\_  
 (Attach extra sheets, as needed)

**By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:**

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

\_\_\_\_\_, 20\_\_\_\_\_  
 Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

## **APPENDIX F**

### **ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of **three (3)** organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. **The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Theresa Mendibles, [theresa.mendibles@state.nm.us](mailto:theresa.mendibles@state.nm.us), on or before February 22, 2021 by 5:00pm MST/MDT** for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

**RFP # 10-00000-21-00076**  
**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**  
**FOR:**

\_\_\_\_\_  
(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the State of New Mexico, State Purchasing Division via e-mail at:

Name: Theresa Mendibles  
Email: [theresa.mendibles@state.nm.us](mailto:theresa.mendibles@state.nm.us)

Forms must be submitted no later than **February 22, 2021 by 5:00pm MST/MDT** and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

**For questions or concerns regarding this form**, please contact the State of New Mexico **Procurement Manager** at [StephanieC.Romero@state.nm.us](mailto:StephanieC.Romero@state.nm.us). When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

<b>Organization providing reference</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number(s)</b>	
<b>Contact e-mail address</b>	
<b>Project description</b>	
<b>Project dates (start and end dates)</b>	
<b>Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);</b>	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?



\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS: