



State of New Hampshire
 DEPARTMENT OF NATURAL & CULTURAL RESOURCES
 STATE LIBRARY

20 Park Street Concord, New Hampshire 03301
 Phone: 603-271-2392 Fax: 603-271-6826
 TDD Access: Relay NH 1-800-735-2964
 nhsl.dncr.nh.gov



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August 12, 2025

Her Excellency, Governor Kelly A. Ayotte
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources (DNCR), Division of Libraries (NH State Library) to enter into a contract with Baker & Taylor, LLC (VC #549436), Charlotte, North Carolina in the amount of \$146,817.00 to provide Machine Readable Cataloging (MARC) records for the New Hampshire Automated Information System, effective upon Governor and Executive Council approval through June 30, 2028 with the option to renew for up to two additional three-year terms. **100% Federal Funds.**

Funds are available in Fiscal Years 2026 and 2027 and are anticipated to be available in Fiscal Year 2028, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

03-35-35-343010-25540000, Federal Library Programs

	<u>FY2026</u>	<u>FY2027</u>	<u>FY2028</u>
057-500532 – Books, Periodicals & Subscriptions	\$47,500	\$48,925	\$50,392

EXPLANATION

The New Hampshire State Library is mandated by *RSA 201-A:22 New Hampshire Automated Information System, sections 1 and 2* to oversee the functioning and maintenance of a system that shall consist of an integrated automated data processing and information retrieval system and an integrated statewide information network, including a union catalog of statewide library holding.

This project was advertised for public bid on June 4, 2025. It was posted on the NH Bureau of Purchase and Property website, in accordance with state procurement policy. The bidding window remained open for approximately three weeks and bids officially closed at on June 27, 2025. Two bids were received. The lowest qualified bid, submitted by Baker & Taylor LLC, was selected pending contract execution and approval by the Governor and Executive Council.

Baker & Taylor, LLC will provide full-level MARC records via both Z39.50 and a password controlled, web-based cataloging interface to all libraries that participate in NHAIS Interlibrary Loan System through their BTCat product. Users will be able to search, edit, and save records for local use both individually and in batches. Record quantity and quality will meet or exceed the specific requirements outlined in RFB-DNCR-2025-08. These records will be added to the union catalog which facilitates the statewide Interlibrary Loan service. Funding for this project is through the Library Services and Technology Act appropriated each year by the U.S. Congress.

DNCR has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. Documents supporting these assertions are available at the agency, for review upon request.

The Attorney General's office has reviewed and approved this contract as to form, substance, and execution.

Respectfully submitted,

A handwritten signature in black ink that reads "Sarah Stewart". The signature is written in a cursive style with a long horizontal line extending from the end of the name.

Sarah L. Stewart
Commissioner

**STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DEPARTMENT of NATURAL and CULTURAL RESOURCES**

Closing Date: June 27, 2025 at 4:00 PM

RFB DNCR 2025-08 MARC Records for the NH Automated Information System

Contractor Name and Address	Bid Amount
Baker & Taylor, LLC 2810 Coliseum Drive, Suite 300, Charlotte, NC 28217 303-335-7313	\$146,817.00
OCLC 6565 Kilgour Place, Dublin, Ohio 43017 614-761-5092	\$420,769.35

Bidding Process: This project was advertised for public bid on June 4, 2025. It was posted on the NH Bureau of Purchase and Property website, in accordance with state procurement policy. The bidding window remained open for approximately three weeks. Questions were received from 2 potential bidders and responses were posted as an addendum to the RFB on June 20, 2025. Bids officially closed at 4:00 PM EST on June 27, 2025. The bid opening was conducted by Mary Russell, Supervisor, NHAIS and Technical Services, NH State Library, Department of Natural and Cultural Resources. Two bids were received. The lowest qualified bid, submitted by Baker & Taylor LLC in the amount of \$146,817.00 (over 3 years), was selected pending contract execution and approval by the Governor and Executive Council.

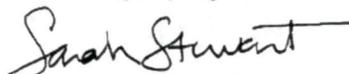
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Rd., Concord NH, 03301	
1.3 Contractor Name Baker & Taylor LLC		1.4 Contractor Address 2810 Coliseum Drive, Suite 300, Charlotte, NC, 28217	
1.5 Contractor Phone Number 303-335-7313	1.6 Account Unit and Class 03-35-35-343010-25540000-358705	1.7 Completion Date 6/30/2028	1.8 Price Limitation \$146,817.00
1.9 Contracting Officer for State Agency Mary Russell		1.10 State Agency Telephone Number 603-271-2866	
1.11 Contractor Signature  Date: 8-4-25		1.12 Name and Title of Contractor Signatory MICHAEL BILLS, DIRECTOR DIGITAL PRODUCTS AND SERVICES	
1.13 State Agency Signature  Date: August 5, 2025		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner DNCR	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 08/11/2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 8-4-25

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A -- SPECIAL PROVISIONS

Pursuant to Section 1.7 [Completion Date], the completion date of this agreement is June 30, 2028, unless the agreement is terminated prior to the completion date in accordance with other provisions hereof. At its sole and discretionary option, the State may elect to extend this agreement for up to two (2) additional three (3) years terms, subject to any necessary approval by the Governor and Executive Council. To exercise its right to extend the term of this agreement, the State shall provide Contractor with written notice of its intent to extend the agreement no later than six (6) months prior to when the agreement would otherwise expire, unless the parties mutually agree to a shorter notice period. To the extent the State exercises its right to extend this agreement in accordance with this section, the payment terms for any such extension shall be as identified in Exhibit C as "Optional Renewals – Years 4-6" and "Optional Renewals – "Years 7-9," respectively.

EXHIBIT B -- SCOPE of SERVICES

SCOPE OF SERVICES: Vendor shall provide access to a regularly updated database of full-level MARC records via both Z39.50 and a password controlled, web-based cataloging interface to all libraries that participate in NHAIS ILL (currently 243). Users must be able to search, edit, and save records for local use both individually and in batches. Record quantity and quality must be high enough to meet the cataloging needs of the state’s libraries in a timely manner.

Vendor must meet the following mandatory requirements:

Req #	State Requirement Description
1	Z39.50 configuration to process these searches against the record source: isbn, title, author
2	Individual user access via standard web browsers to the MARC record source interface for all NHAIS ILL libraries (password controlled at library level)
3	Unlimited annual downloads of records from the MARC record source for NH ILL participating libraries
4	Ability to edit local copies of MARC records through the interface, including drop-downs of valid values for MARC-defined fields
5	Ability to search all MARC fields through the record source interface
6	Ability to search multiple fields at once through the record source interface and to limit searches by date and format
7	There is a mechanism by which the vendor controls the presence of duplicate records in the record source database
8	Ability of users to add original cataloging records (compliant with MARC standards) to the record source

9	24/7 access to the record source with the allowable exception of scheduled maintenance run during overnight hours
10	Updating of record source with new records for newly published materials at least 5-days per week
11	More than 75% of the database--not including records added prepublication--contains full level MARC records (as indicated in leader position 17)
12	More than 85% of records added to the database in the past 2 years should be in RDA format (as indicated in leader position 18)
13	Database includes records for all types (position 06) and bibliographic levels (position 07) of record (as defined in https://www.loc.gov/marc/bibliographic/bdleader.html)
14	Configuration information will be available to NHSL for libraries to search for records in the record source database via Z39.50 configuration within no more than 30 days of Governor and Council approval
15	Password controlled individual user access via standard web browsers to the MARC record source interface will be configured for all NHAIS ILL libraries within no more than 45 days of Governor and Council approval
16	Training for NHSL staff – direct training (may be virtual or in person in Concord, NH)

EXHIBIT C - PAYMENT TERMS

Description	Year 1	Year 2	Year 3
Z39.50 access to MARC record source for all NHAIS ILL libraries	included in annual fee	included in annual fee	included in annual fee
Individual user access to MARC record source interface for all NHAIS ILL libraries (password controlled at library level)	included in annual fee	included in annual fee	included in annual fee
Unlimited downloads of records from MARC record source	included in annual fee	included in annual fee	included in annual fee
Implementation of access to MARC record source for all NHAIS ILL libraries	included in annual fee	included in annual fee	included in annual fee
Training for NHSL staff and training materials to use with individual libraries	included in annual fee	included in annual fee	included in annual fee
Annual Price – Year 1 - 3 Inc. 10 hrs. custom development; Add'l. hrs. @ \$350	\$47,500	\$48,925	\$50,392
Optional Renewals – Years 4-6	\$51,903	\$53,460	\$55,063
Optional Renewals – Years 7-9	\$56,714	\$58,415	\$60,167