



REQUEST FOR PROPOSALS

#20240501

**STATEWIDE AUTO REPAIR AND SMALL ENGINE REPAIR
ONLINE REFERENCE RESOURCES**

ISSUED BY



HOSTING SOLUTIONS & LIBRARY CONSULTING (HSLC)

3600 Market Street, Suite 550

Philadelphia, PA 19104-2649

Attention: Maryam Phillips, Executive Director

215-222-1532

phillips@hslc.org

www.hslc.org

ISSUED ON

May 1, 2024

DUE BY

May 31, 2024

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PART I
GENERAL INFORMATION

I-1 PURPOSE

This RFP seeks proposals for an online auto repair and small engine repair reference resource subscription service for POWER Library's collection of e-resources effective July 1, 2024.

The list of current online reference resources may be found here:

<https://www.powerlibrary.org/e-resources/>

I-2 ISSUING OFFICE

This RFP is issued by Hosting Solutions & Library Consulting (HSLC), Philadelphia PA.

I-3 SCOPE

This RFP contains instructions governing the proposals to be submitted and the material to be included therein; a description of the services to be provided; requirements that must be met to be eligible for consideration; general evaluation criteria; and other requirements to be met by each proposal.

I-4 BACKGROUND

Hosting Solutions and Library Consulting (HSLC) is contracted by the Pennsylvania Department of Education Office of Commonwealth Libraries to host, maintain and support POWER Library (www.powerlibrary.org). HSLC is soliciting proposals from qualified Offerors to provide an online auto repair and small engine repair reference resource, authentication and technical support. HSLC serves as the primary support team for users; the Offeror will provide higher technical level support for issues that exceed HSLC's ability to troubleshoot or resolve.

The successful Offeror will be expected to execute a contract for two (2) years with options for up to three (3) one-year renewals.

I-5 CONTRACT

It is proposed that if a contract is entered into as a result of this RFP, it will be fully executed in time for the subscription to go live on July 1, 2024. If that is not possible, HSLC expects costs for Year One to be pro-rated based on the actual go live date. Negotiations may be undertaken with Offerors whose proposals show them to be qualified, responsible and capable of performing the work. Cost will be heavily factored, but will not be the sole criteria for final selection.

[Indicate acceptance of requirement in your proposal]

I-6 REJECTION OF PROPOSALS

HSLC reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing Offerors.

[Indicate acceptance of requirement in your proposal]

I-7 INCURRING COSTS

HSLC is not liable for any cost incurred by Offerors prior to issuance of a fully executed contract.

[Indicate acceptance of requirement in your proposal]

I-8 INTENT TO RESPOND AND PROPOSAL OPEN PERIOD QUESTIONS

Offerors intending to respond to the RFP should notify HSLC as soon as possible by sending a letter of intent or confirming message via email to HSLC Executive Director, Maryam Phillips at phillips@hslc.org **no later than May 7, 2024**. Any questions received between the issuing date of May 1 and May 20, will be responded to and made available to every Offeror via an update page on the HSLC website (www.hslc.org), at the location clearly defined on the homepage. It is the Offeror's responsibility to consult that page on a regular basis.

I-9 AMENDMENT TO THE RFP

If it becomes necessary to revise any part of this RFP, any amendments will be posted to the HSLC website at www.hslc.org.

[Indicate understanding of this section in your proposal]

I-10 RESPONSE DATE

To be considered, three originals and one electronic copy of the proposal with supporting documents must be received by Maryam Phillips, Executive Director, HSLC, 3600 Market Street, Suite 550, Philadelphia, PA 19104-2649 on or before Friday, May 31, 2024 at 4 P.M. Eastern Time. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals, and should supply the tracking code(s) to HSLC. The electronic copy may be emailed, submitted securely to an HSLC server (request credentials from HSLC), or provided on CD/DVD/Flash drive. Use Return Receipt to confirm delivery of emailed proposals. Proposals may also be hand delivered to this address. Faxed proposals will not be accepted.

All questions regarding the RFP or its process are to be emailed to Maryam Phillips at phillips@hslc.org.

[Indicate understanding of this section in your proposal]

I-11 PROPOSALS

To be considered, Offerors must submit a complete response to the RFP, using the numbering provided in Parts I-IV. Each proposal must be submitted with not less than three originals and one electronic copy to HSLC. An official authorized to bind the Offeror to its provisions, including costs for the initial and renewal periods, must sign your proposal. Your proposal must remain valid for at least one hundred twenty (120) days. Moreover, the contents of the proposal from the successful bidder will become contractual obligations within any subsequent contract or agreement.

[Indicate understanding of this section in your proposal]

I-12 PROPOSAL PREPARATION

Proposals should be complete, indexed by section, and provide a straightforward description of the Offeror's ability to meet the requirements of the RFP.

Responses to the RFP must contain the following:

- A. Legal name and mailing address of the Offeror.
- B. Name, title, mailing address, email address and telephone number of the person responsible for approving and submitting the information provided.
- C. The name, title, email address and telephone number of a person who can be contacted to discuss questions regarding the technical specifications outlined in the proposal if different from the person in I-12-B.
- D. Complete and concise responses to all items listed in the RFP, the Offeror's capability to handle the items, and to items listed under the Cost and Price Analysis.
- E. A timetable of the implementation activities involved.

I-13 ORAL PRESENTATION

HSLC will review all proposals. Companies that submit proposals may be required to demonstrate their system to HSLC and/or representatives from Pennsylvania libraries. Such product demonstrations provide an opportunity for the Offeror to clarify the proposal and substantiate information sufficiently to ensure thorough mutual understanding. HSLC will schedule these presentations as necessary.

I-14 PRIME CONTRACTOR RESPONSIBILITIES

The selected Offeror will be required to assume responsibility for providing all services offered in the proposal whether or not its company produces them or provides them via a sub-contractor arrangement. HSLC will consider the selected Offeror to be the sole point of contact with regard to contractual matters.

[Indicate understanding of this section in your proposal]

I-15 DISCLOSURE OF PROPOSAL CONTENTS

All information provided in proposals will be held in confidence and will not be revealed or discussed with competitors. All materials submitted become the property of HSLC and may be reviewed and evaluated by any person other than competing bidders at the discretion of HSLC. HSLC reserves the right to use any or all ideas presented in any reply to the RFP. Selection or rejection of your proposal does not affect this right.

[Indicate understanding of this section in your proposal]

I-16 STANDARD CONTRACT / MASTER AGREEMENT

Attach a Standard Contract and Service Level Agreement as Appendix B of your proposal. No part of this contract may be subcontracted without the written permission of HSLC.

I-16.1 HSLC Electronic Content Master Agreement.

The Offeror will abide by the terms of the HSLC Electronic Content Master Agreement in Attachment F, or list any terms that your company cannot abide by, or feels do not apply to you.

Offeror Response

I-16.2. PDE Master Terms and Conditions

The Issuing Office acts on behalf of the Pennsylvania Department of Education, Office of Commonwealth Libraries. As a grantee of state and federal funding, HSLC must abide by the Pennsylvania Department of Education's Master Terms and Conditions. The grant agreement states:

Grantee acknowledges having reviewed a copy of the Department's Master Standard Terms and Conditions, which are available at www.education.pa.gov/mstc and are incorporated by reference into and made a part of this Agreement as if fully set forth herein.

In this procurement, therefore the Offeror must agree to abide by the Pennsylvania Department of Education Master Terms and Conditions (Attachment A), which requires this of Contractors engaged by HSLC.

The Offeror will abide by these terms, or list any terms that your company cannot abide by, or feels do not apply to you in a similar manner.

Offeror Response

I-17 DEBRIEFING CONFERENCES

Contractors whose proposals are not selected will be notified of the name(s) of the selected contractor(s) and will be given the opportunity to be debriefed if an Intent to Respond form was provided (Appendix A).

I-18 NEWS RELEASES

News releases pertaining to this project will not be issued without prior review and approval by HSLC.

[Indicate understanding of this section in your proposal]

I-19 COST DATA

The price section of the proposal must be bound and sealed separately from the main technical proposal document. For electronic submittals, price information must be provided in a separate, clearly named file or folder.

Failure to meet this requirement will result in automatic disqualification of the proposal.

I-20 RIGHTS IN DATA

The term data, as used herein, includes reports and other materials, which are required to be delivered or are generated under this agreement. It does not include the Offeror's financial reports, software programs to which the Offeror holds copyright or other information incidental to agreement administration.

Defense of suits: Offeror shall defend any suit or proceedings brought against HSLC or the PA Department of Education, including the Office of Commonwealth Libraries, due to any alleged infringement of any copyright arising out of the performance of this agreement, including any suit or proceeding relating to work, services, materials, reports, studies and computer programs provided by the Offeror; provided, that HSLC shall provide prompt notification in writing of such suit or proceedings, together with full right, authorization and opportunity to conduct the defense of the same. If principles of governmental or public law are involved, HSLC may participate in the defense of such action. Contractor shall pay any damages and costs awarded therein against HSLC. If information and assistance are furnished by HSLC at the contractor's written request, it shall be at the contractor's expense, but the responsibility for such expense shall be only that within the contractor's written request. If any of the materials, reports, studies and computer programs provided by the contractor are held to constitute infringement and the use or publication thereof is enjoined in such suit or proceeding, the contractor shall, at its own expense and at its option, either

procure the right to publish or discontinue use of such infringing materials, reports, studies or computer programs, replace them with non-infringing items, or so modify them so that they are no longer infringing. The obligations of the contractor under this paragraph continue without time limit.

[Indicate acceptance of requirement in your proposal]

I-21 NONDISCRIMINATION CLAUSE

The Offeror shall comply with all Local, State and Federal laws prohibiting discrimination in hiring or employment opportunities. In the event of the Offeror's noncompliance with the nondiscrimination clause or with any such laws, its contract may, after hearing and adjudication, be canceled, terminated or suspended in whole or in part, and the Offeror may be declared temporarily ineligible for further agreements negotiated on behalf of the Commonwealth, and such other sanctions may be imposed and remedies invoked.

[Indicate acceptance of requirement in your proposal]

I-22 LIMITED OR NON-AWARD

HSLC reserves the right to not award a contract as a result of this RFP:

- A. if it does not receive proposals which, in its judgment, adequately and reasonably address the requirements of this RFP;
- B. if, in its judgment, the costs proposed are not in line with benefits to be received; or
- C. if sufficient funds are not available.

HSLC reserves the right to make one or more awards, either in whole or in part, and reserves the right to enter into negotiation, with one or more Offerors, to close the gap between what is requested and what is offered.

[Indicate acceptance of requirement in your proposal]

I-23 TIMELINE [Indicate acceptance of timeline in your proposal]

May 1, 2024	RFP Issued
May 31, 2024	Proposal Deadline
June 1-14, 2024	Proposal Review, Evaluation, Product Demonstrations
June 21, 2024	Proposal Decision Announced
June 30, 2024	Implementation Period, including Training Online (Live Webinar or Self-paced) and/or In-person
July 1, 2024	Go Live

PART II

GENERAL REQUIREMENTS

II-1 SUMMARY OF GENERAL REQUIREMENTS

Proposals must be submitted in the format outlined in this RFP. Use the RFP section numbers in your responses. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.

In brief, a minimum of the following requirements must be met by your product (see also Section III).

Technical

- System must comply with all NISO standards including compliance with Section 508 for ADA accessibility. Any failure to meet any specification of either must be detailed with plans provided for meeting the standard.
- System must allow HSLC add POWER Library branding to the product, including a funding attribution statement.
- System must operate effectively on a variety of device platforms, whether computer-based or mobile.

Reliability

- System is expected to be operational 24/7/365 with redundancy and reliability measures that prevent service interruptions.
- System must deliver consistently high performance to users with all types of internet connections whether high-speed or not.

Intuitiveness

- System must offer user-friendly interface the general public, including the ability to integrate with and/or provide sharing to social networking platforms.
- System must provide an easy-to-find and easy-to-use Help section for end-users.

Maintenance & Security

- The subscription content shall be hosted by the Offeror.
- The software shall use Secure Socket Layer (SSL) protocols where necessary to protect patron privacy.

Sustainability

- System must remain affordable to own, support and operate, with multi-year pricing provided and limited to 0-2% annual price increases annually over the life of the contract. Cost for the full five-year term will be heavily factored.

[Indicate acceptance of these general requirements in your proposal]

II-2 MANAGEMENT SUMMARY

Include a short (one page or less) narrative description of your product.

II-3 IMPLEMENTATION PLAN

Describe in narrative form a technical plan for implementing the statewide online reference resource products, including a proposal that is complete and comprehensive with emphasis on being clear and concise.

II-4 PRIOR EXPERIENCE

Include current or recent contracts with other statewide agencies for the product you have proposed. Identify the name of the state, including the name, address, email address and telephone number of the responsible official who may be contacted.

II-5 PERSONNEL

Describe work done by individuals who will be assigned to this project, including the specific representative assigned to coordinate this project. Provide general descriptions of the educational background and experience of personnel with whom HSLC will be expected to work on a regular basis.

II-6 COST AND PRICE ANALYSIS

- A. All pricing should include **unlimited** access statewide by residents. **This includes access by any resident from POWERLibrary.org/* and internal and remote access by unique links for school, public libraries, special libraries, and institutions of higher education.**
- B. Detail all direct and indirect costs associated with this proposal. Any pricing for custom development, optional, and/or add-on services or products is to be clearly identified.
- C. Describe costs associated with providing at least one representative to present training sessions and to supply training documentation for participating libraries.
- D. The information requested in this section is required to support the reasonableness of your proposal and is for internal HSLC use only. Submit subscription costs for the initial year, year two, year three, year four, year five, and then a total for all five (5) years.

- E. Offeror shall agree to an invoice period matching fiscal year July 1 – June 30 with quarterly billing for the following periods (payable at the start of the period) and must include acceptance of this schedule in the final executed agreement or contract.
 - i. July – September
 - ii. October – December
 - iii. January – March
 - iv. April – June
- F. Offeror shall agree to pro-rate costs for Year One should the subscription be activated after July 1, 2024.
- G. Offeror shall describe any discounts extended to POWER Library/Access Pennsylvania participant libraries for other products or services the company offers.

II.7 SUBSCRIPTION CREDIT

Some POWER Library participants may already contract for your auto repair and small engine repair online reference resource. The selected vendor will provide credit or refunds on the unused portion of current subscriptions already paid by POWER Library participants, for the balance of the unexpired term.

PART III
TECHNICAL REQUIREMENTS

III-1 TECHNICAL/ AUTHENTICATION REQUIREMENTS

Respondents shall be expected to comply with the following requirements:

III-2 END-USER REQUIREMENTS

- A. Broad Browser/System Compatibility - Vendor should indicate any platforms that are not supported (e.g. PC vs. Mac users, Android vs. iPhone). Indicate any known issues with accessing this software using various Web browsers and versions of those browsers.
- B. Does your system provide persistent links to specific articles?
- C. End-user Surveys - Does your software provide functionality that offers a survey to end-users at the conclusion of their browser session? Is the survey content customizable by HSLC? Does your report system capture survey response data for analysis by HSLC?

III-3 SYSTEM REQUIREMENTS

- A. System shall be web-based and include SSL protection for any personal accounts created on your system.
- B. Plug-in or Download - If a plug-in or download is required on the part of the patron in order to use any portion of the service, vendor should describe that process in full. Any installation on the patron's computer, no matter how small or unobtrusive, is considered a download. Downloads are strongly discouraged, but are acceptable only as necessary to access full functionality. Those which require negligible effort on the part of the end-user are preferred. Requirement to download Flash is highly discouraged.
- C. Accessibility - Describe how your content may be configured to make it accessible to patrons with disabilities, and its specific compliance with Section 508 accessibility standards. For example, describe the ability for the end-user to adjust the font face, size, browser background color, etc. Your company will be annually required to certify accessibility requirements.
- D. Please provide a list of all known accessibility services (Userway, AccessiBe, EqualWeb, etc.) with which your product interfaces.
- E. Please provide a list of all known discovery layer tools with which your product interfaces.

III-4 AUTHENTICATION REQUIREMENTS (in-house and remote accounts)

- A. Access to your product

There are nearly 3,000 POWER Library participant libraries for which accounts will be required.

Some POWER Library participants may already contract for your auto repair and small engine repair online reference resource from home (remote authentication) vs. in a library building (IP authentication). HSLC assigns a library account code for each participating library. This code must be included in naming of accounts.

After internal authentication, POWER Library will send the client to a vendor reference resource using an embedded URL to allow authenticated access and recording of statistics by library.

Access to a vendor's online reference resource can be from within the library (internal) or from a public library's web page (remote). Each library has a unique POWER Library (PL) Code: PLnnnn (where each 'n' is a number). Each public library has a second unique POWER Library Code: PLnnnnR for remote access.

The embedded URL must allow the inclusion of one of the two PL Codes as a URL variable.

1. The vendor must create an PLnnnn account for each library.
2. The vendor must create a second PLnnnnR account for each public library to allow statistics by access method.

POWER Library support staff will supply the vendor with a list of PL Codes for the POWER Library accounts.

The vendor must supply the embedded URL format. Example:

`https://Vendor.com/?user=<PL Code>&pass=<Password>&db=<Database/Reference Resource ID>`

- B. Confirm your system is capable of adding and collecting COUNTER-based statistics for both remote and in-house account codes for each participating institution within the POWER Library.
- C. Identify the process by which HSLC is to inform your technical support staff when new accounts are needed. Indicate how long (in business days) it will take your support staff to add and activate new accounts.
- D. Confirm whether your system stores cookies that are recognized by other products you may already provide to the POWER Library, so that users are not prompted to re-authenticate when browsing to or from those products.

III-5 IMPLEMENTATION AND TRAINING

- A. Provide your proposed implementation timeline for the project. All accounts must be activated by your proposed go live date.
- B. Document, in detail, the training that will be available for HSLC and library staff to learn how to use and support the systems. Also indicate any available interactive self-training materials. List each course, its length, and the intended audience. Include the costs for the training in

the separate Cost section of your proposal. Include costs for both in-person and online training.

- C. What provisions are there for “train the trainer” programs?
- D. Does your company support training via videoconferencing?
- E. Provide details on the Help capabilities of the system for end-users - Are online tutorials available for end-users? Provide list of online training videos and indicate whether captioning and/or accompanying transcripts are available.

III-6 DOCUMENTATION

- A. Provide copies of all user and promotional documentation for the proposed product. Electronic copies or URLs will suffice.
- B. Indicate whether your company will provide promotional materials to HSLC for distribution at conferences, exhibits or training sessions. Indicate materials type (posters, bookmarks, etc.) and quantities provided per year.

III-7 USAGE STATISTICS

- A. Describe the type of activity report(s) your system can generate. Show examples.
- B. Statistics should comply with COUNTER standards of practice. Indicate compliance.
- C. Indicate whether reports are available by institution (account) level.
- D. Indicate whether reports are available by access (remote vs. in-house) level.
- E. Confirm the report output formats available.
- F. Indicate whether reports are user-generated (by HSLC) or will be emailed to HSLC on a monthly basis.
- G. Confirm statistical reports will be emailed to HSLC, or available for generation by HSLC no later than the 10th day of each month.

III-8 PERFORMANCE

- A. Indicate your system’s anticipated and guaranteed up-time. Spell out the guarantees in detail, including any penalties imposed should these not be met.
- B. Does the operation of the report generator adversely impact performance on live operations of the system?
- C. Provide examples of how your company maximizes system up-time.

III-9 SUPPORT

- A. Speed, reliability and customer service are of utmost importance. Provide evidence of product response time and system availability. Offeror should provide a copy of their standard Service Level Agreement, guaranteeing level of system availability, if such a document exists.

- B. Detail here your problem resolution process. During what hours is technical support available to HSLC? How do you charge for support outside of normal business hours? How responsive will the support be, and will you put this in a contract? What means are used to access support (e.g. toll-free telephone, e-mail, web page, online help desk, etc.? Be sure to detail costs as part of Section II-6 of the proposal.
- C. Describe the process to escalate and remedies for unresolved technical issues reported to you by HSLC.

III-10 SECURITY

- A. Describe security levels and password protection employed to protect end-user accounts created on your system.
- B. Confirm where deployment of SSL or HTTPS secure transactions occur in your system.

III-11 COPYRIGHT

- A. HSLC operates as a contractor for the PA Department of Education, and the Office of Commonwealth Libraries, which holds copyright to all work developed by HSLC. Offerors are to clearly indicate what software and products are the exclusive copyright of the company.

PART IV
CRITERIA FOR SELECTION

IV-1 REVIEW PROCESS

All proposals received will be reviewed and evaluated by a committee of qualified individuals as selected by HSLC. This committee will recommend for selection the proposal that most closely meets the requirements of the RFP.

IV-2 CRITERIA

The following criteria will be used in evaluation of proposals. Criteria will reflect the underlying principles expressed in Section II – General Requirements and Section III – Technical Requirements.

- A. Understanding the Requirements
 - 1. Proposal adequately demonstrates the ability to provide:
 - a. A comprehensive database of resources for repair of vehicles
 - b. Coverage for a wide range of vehicle model years
 - c. Ability for patrons to download or print key documentation
 - d. Multiple media offerings, including the availability of online videos, with captioning or accompanying transcripts
 - e. Online reference resource use statistics
 - f. Options to demonstrate your product if requested as part of the selection process
 - g. Discovery layer integration options
 - h. Multi-lingual or translation options

- B. Technical/System Support
 - 1. Proposal adequately demonstrates the ability to provide:
 - a. Availability to authenticate unlimited individual users and 3,000 libraries for access to the content
 - b. A flexible and realistic migration/implementation timeline
 - c. Quality training and documentation
 - d. COUNTER compliant statistical reports
 - e. Ability to brand using the POWER Library program logo and a funding attribution within the interface
 - f. Time frames during which technical support is available to HSLC
 - g. A description of technical support escalation to resolve issues

C. Contractor Qualifications

This refers to the ability of the Offeror to meet all terms of the RFP, including client satisfaction with similar projects, as evidenced by references, company longevity, and financial ability to undertake the project.

1. Your company must have a minimum of three (3) years' experience/existence as a corporate entity (current corporate entity or predecessor[s]) providing the proposed product. Confirm compliance with this condition.
2. Provide no less than three customer references (name, institution, and phone number), preferably ones using your product on a widescale or statewide deployment.

D. Personnel Qualifications

This refers to the competence of professional personnel who will be assigned to the implementation, as detailed in II-5. Qualifications will be measured by the extent of education and experience relevant to the project, such as experience providing training or experience in working with established library standards, formats, and products.

E. Soundness of Approach

Emphasis here is on the technical approach to implement the Online reference resource subscription.

F. Cost

Cost will be weighted heavily; however, it will not be the sole deciding factor in the selection process. Proposals that limit annual increases to 3% or less will be favored.

APPENDIX A

HSLC MASTER AGREEMENT

ELECTRONIC CONTENT MASTER AGREEMENT

This ELECTRONIC CONTENT MASTER AGREEMENT ("Agreement") is entered into as of _____ 202__ (the "Effective Date"), by and between **Hosting Solutions & Library Consulting** ("HSLC"), a Pennsylvania nonprofit corporation, and _____ ("Provider"), a _____ corporation (each a "Party"; collectively the "Parties").

BACKGROUND

WHEREAS, pursuant to its grant agreement ("Grant Agreement"), HSLC acts as a fiscal agent on behalf of the Commonwealth of Pennsylvania ("Commonwealth"), Department of Education ("PDE"), Office of Commonwealth Libraries ("OCL") for the contracting for POWER Library electronic content and resources;

WHEREAS, HSLC, desiring to obtain professional services for OCL, issued a Request for Proposals dated _____, 202__ ("RFP"), attached and incorporated as Exhibit **A**, for the electronic content specified therein ("E-Content"); and

WHEREAS, the Provider has submitted a Proposal dated _____, 202__, attached and incorporated as Exhibit **B**, and desires to furnish such services as set forth in the Proposal.

NOW THEREFORE, intending to be legally bound, the Parties agree as follows:

Part 1 – GENERAL

1.1 Scope of Services

The Provider agrees to provide professional services in accordance with the terms and conditions of this Agreement ("Services"). The scope of the Provider's Services shall consist of the services set forth in Exhibit A, as supplemented by Exhibit B except when inconsistent with Exhibit A. No limits of liability or other legal provisions contained in the Provider's Proposal, Provider's License or other submission shall apply, except as expressly set forth herein, and all such provisions are void and of no effect, and are superseded in their entirety by this Agreement. In the performance of its Services, Provider represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by vendors providing similar services.

Additionally, the Grant Agreement imposes certain requirements on HSLC and its contractors, including Provider, through the PDE Master Standard Terms and Conditions ("PDE Terms"). Provider

acknowledges receipt of the PDE Terms and Provider assumes toward HSLC all of the obligations, risks and responsibilities that HSLC, by the PDE Terms, has assumed toward the Commonwealth, including, but not limited to PDE, OCL and their affiliates, to the extent applicable to Provider's Services. Provider further agrees to comply with all requirements imposed upon HSLC and HSLC's contractors (to the extent applicable to Provider) in the PDE Terms as though they were specifically repeated in this Agreement, and further acknowledges that each of these documents may be updated or amended from time to time. The specific identification of any particular provision of any one or more of the PDE Terms in this Agreement does not limit Provider's duty to comply with any and all other provisions that are not specifically identified.

1.2 Term

1.2.1 Term

The term of this Agreement will be for two (2) years commencing upon the later of July 1, 2024 or the Effective Date of the Agreement.

1.2.2 HSLC Renewal Options

HSLC reserves the right, in its sole discretion, to exercise up to three (3) one-year option term(s) to extend the Agreement, pursuant to the terms set forth herein. If HSLC determines to exercise the option term(s), HSLC will give the Provider at least thirty (30) days written notice of its determination. It is understood that the term of the Agreement, and any option term granted thereto as specified herein are subject to HSLC's right to terminate the Agreement as set forth in this Agreement.

1.2.3 Termination for Breach

Either Party may terminate this license for material breach of the Agreement by the other with written notice. Prior to termination, the offending party will have thirty (30) days to cure the breach.

1.2.4 Termination by HSLC

HSLC may terminate this Agreement at any time if the Commonwealth terminates the Grant Agreement for any reason, including, but not limited to, the nonavailability of sufficient funds (state and/or federal). In the absence of a breach by Provider, Provider shall be entitled to its pro rata share of Services provided through the date of termination and shall refund and return to HSLC any and all compensation paid to Provider beyond Provider's pro rata share.

1.3 Compensation

1.3.1 Amount

The Provider agrees to perform all of the Services for the amount set forth in the Cost portion of Provider's Response contained in Exhibit B to the extent consistent with the terms set forth in Exhibit A

("Price"). The amount includes all labor, materials, taxes, profit, overhead, insurance, subcontractor/sub-vendor costs and all other costs and expenses incurred by the Provider.

1.3.2 Invoice

Provider shall invoice HSLC on an invoice period matching fiscal year July 1 – June 30 with quarterly billing payable by HSLC at the start of each period. Provider shall pro rate the Price should the Services be activated after July 1, 2024.

Part 2 – LICENSOR RESPONSIBILITIES

2.1 Licensed Content

Provider agrees to License the E-Content in accordance with this Agreement as supplemented by Provider's License Agreement, attached and incorporated as Exhibit C, ("Provider's License"), except when inconsistent with this Agreement.

2.1.1 Licensee

Licensee shall be OCL and each of its affiliates, including, but not limited to public libraries, academic libraries, K-12 institutions, and special collections libraries, each of which shall be a participant in the POWER Library program.

2.1.2 Authorized Users

Authorized Users shall be employees, students, registered patrons, walk-in patrons, other persons affiliated with Licensee, or other persons permitted to use Licensee facilities and authorized by Licensee to Access, as defined herein, electronic content. Authorized Users do not include alumni who are not otherwise Authorized Users.

2.1.3 Access

Licensee is authorized to provide unlimited access to the E-Content at www.powerlibrary.org and any of its website derivatives, including, but not limited to POWER Library Portal (www.powerlibrary.org), POWER Kids page (<https://kids.powerlibrary.org>), POWER Teens page (<https://teens.powerlibrary.org>), and any other authorized location where POWER Library is available such as local institution and library websites and/or curriculum support pages. Licensee is authorized to provide access to the E-Content on-site and remotely via authenticated portals to Authorized Users of Licensee.

2.1.4 Authorized Uses

Access to the E-Content, including all permitted forms of reproduction and distribution, is permitted by Authorized Users for personal, educational, or otherwise non-commercial use.

2.2 Privacy & Security

2.2.1 Privacy

Provider shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from Services under this Agreement for any purpose not connected with the Provider's responsibilities, except with consent pursuant to applicable law or regulations. All material associated with direct disclosures of this kind (including the disclosed information) shall be provided to the Commonwealth prior to the direct disclosure.

2.2.2 Security

Provider is responsible for taking reasonable measures to ensure the security and integrity of the Service, to ensure that access to and use of the Service is limited to Authorized Users and to prevent access by unauthorized persons to the Service. No part of this Section shall be construed to limit Provider's obligations as set forth in the Provider's Response, including but not limited to Security.

2.3 Performance

Provider agrees to use reasonable efforts to provide continuous service twenty-four (24) hours a day, seven (7) days a week. Scheduled downtime will be performed at a time to minimize inconvenience to Licensee and its Authorized Users. Provider shall notify HSLC in a timely manner of all instances of system unavailability that occur outside the Provider's normal maintenance window and use reasonable efforts to provide advance notice of hardware or software changes that may affect system performance. No part of this Section shall be construed to limit Provider's obligations as set forth in the Provider's Response, including but not limited to Performance.

2.4 Usage Statistics

Provider shall deliver to HSLC via email from Provider, or via access to Provider's customer portal and delivered to HSLC via email, monthly statistics compliant with COUNTER standards of practice for individual sites within the Services. No part of this Section shall be construed to limit Provider's obligations set forth in Provider's Response, including but not limited to Usage Statistics.

2.5 ADA Compliance

As set forth in the PDE Master Terms and Conditions, Provider shall comply with the Americans with Disabilities Act ("ADA") and ADA regulations. This includes, but is not limited to, supporting assistive software or devices such as large-print interfaces, text-to-speech output, refreshable braille displays, voice-activated input, and alternate keyboard or pointer interfaces in a manner consistent with the Web Content Accessibility Guidelines published by the World Wide Web Consortium's Web Accessibility Initiative. Provider shall provide HSLC current completed Voluntary Product Accessibility Template (VPAT) to detail compliance with the federal Section 508 standards. No part of this Section shall be

construed to limit Provider's obligations set forth in Provider's Response, including but not limited to System Requirements.

2.6 Subscription Credit

Some Licensees may already contract with Provider for Provider's Services and/or E-Content. Provider agrees to provide credit or refunds on the unused portion of current subscriptions already paid by Licensees for the balance of the unexpired terms.

2.7 POWER Library branding

Provider shall include within the resource interface language or icons denoting the source of funding providing the resource, via the POWER Library funding attribution referenced at: <https://www.powerlibrary.org/librarians/special-projects-office-of-commonwealth-libraries/funding/> or the POWER Library logo available at: <https://www.powerlibrary.org/librarians/power-library-portal/promotional-materials>.

Part 3 – LEGAL

3.1 Order of Precedence

In the case of any conflicts, discrepancies, limitations, or variances in the terms and conditions of this Agreement, or the interpretation thereof, the order of precedence shall be:

1. This Agreement and written and signed amendments thereto;
2. The PDE Master Standard Terms and Conditions;
3. The RFP as supplemented by the Response except when inconsistent with the RFP; and
4. Provider's License.

3.2 Indemnification

Provider shall be responsible for and agrees to indemnify and hold harmless HSLC from all losses, damages, expenses, claims, demands, suits and actions to property or injuries (including death) to any person and for any other losses, damages or expenses, brought by any party against HSLC in connection with the work performed by Provider, including but not limited to Provider's failure to comply with the provision of Section 2.5 (ADA Compliance).

In addition to the foregoing, Provider shall defend any suit or proceeding brought against HSLC on account of any alleged infringement of any copyright arising out of the performance of this Agreement, including all work, services, materials, reports, studies and computer programs provided by the Provider. This is upon the condition that HSLC shall provide prompt notification in writing of such suit or proceeding, full right, authorization and opportunity to conduct the defense thereof, and full information and all reasonable cooperation for the defense of same. Provider shall pay all damages and costs awarded therein against HSLC. If any of the materials, reports, studies or computer programs provided by the Provider are in such suit or proceeding held to constitute infringement and the use or

publication thereof is enjoined, the Provider shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, studies or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing. The obligations of the Provider under this paragraph continue without time limit.

3.3 Right-to-Know Law and Confidentiality

Pursuant to the PDE Master Standard Terms and Conditions, Provider understands that this Agreement and records related to or arising out of this Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. 67.101-3104 ("RTKL"). Additionally, Provider shall use the process set forth in paragraph 26(d) to notify the Commonwealth if it believes Requested Information, as defined by the RTKL, to be a Trade Secret or Confidential Proprietary Information.

3.4 Entire Agreement

This Agreement, together with all exhibits attached hereto, represents the entire agreement of the Parties and supersedes all oral and written agreements with regard to the subject matter hereof, if any, between the Parties. No amendment or modification of this Agreement shall be effective unless made in writing and signed by the Parties.

3.5 Severability

If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect or impair the validity and enforceability of the other provisions of this Agreement, which shall be considered severable and shall remain in full force and effect.

3.6 Limitation of Liability

Despite any other provision of this Agreement, all of HSLC's obligations under this Agreement are limited to the amount of funding OCL actually transfers to HSLC under the Grant Agreement for the Services. Provider has no recourse against any other current or future assets of HSLC.

3.7 Waiver

Failure to insist upon Provider's strict performance of any term, covenant, agreement, provision, condition or limitation of this Agreement, or HSLC's forbearance from exercising any of its rights or remedies following Provider's breach of this Agreement, and HSLC's acceptance of Provider's full or partial performance during the continuance of any breach, does not waive Provider's breach of any term, covenant, agreement, provision, condition or limitation of this Agreement. Provider's breach of any provision of this Agreement may be waived only by a written instrument signed by HSLC. Despite HSLC's written waiver of Provider's breach of this Agreement, this Agreement continues in full force and effect with respect to any other then-existing or subsequent breach of this Agreement by Provider.

3.8 Independent Contractor

Provider is performing Services under this Agreement as an independent contractor and not as an employee, agent, partner of, or a joint venturer of HSLC. Provider shall have the sole responsibility, and shall bear the entire cost and expense relating to, all of its employees and contractors, including but not limited to terms of employment, compensation, benefits, payment of withholding and all other federal and state taxes related to employment, hours, discipline, and discharge. In performing Services required by this Agreement, no HSLC volunteer or personnel shall be deemed to be an employee of Provider by reason of his or her provision of Services in accordance with this Agreement.

3.9 Headings

Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

3.10 No Assignment

Provider may not assign its rights or obligations under this Agreement without the prior written consent of HSLC.

3.11 Notices

All notices or other communications to be given hereunder shall be in writing and shall be deemed to have been received (a) three days after deposit in the United States mail, postage prepaid, registered or certified, (b) upon personal delivery, (c) one day after deposit with an overnight courier service for next day delivery with charges prepaid, or (d) upon sending electronic mail to the e-mail address provided by the receiving Party. Such notices shall be addressed as set forth below:

If to HSLC:

Hosting Solutions & Library Consulting
Attn: Maryam Phillips, Executive Director
3600 Market Street, Suite 550
E-Mail: phillips@hslc.org

With a copy to (which shall not constitute notice):

Cheshire Law Group
Attention: Morgen Cheshire
5275 Germantown Avenue
Philadelphia, PA 19144
E-Mail: morgen@cheshirenonprofitlaw.com

If to Licensee:

Office of Commonwealth Libraries, Pennsylvania Department of Education
Attn: Susan Banks, Deputy Secretary & Commissioner for Libraries
607 South Drive | Harrisburg PA 17120

If to Provider:

NAME, TITLE
ADDRESS
E-Mail:

3.12 Governing Law, Consent to Jurisdiction and Venue

This Agreement and all acts and transactions contemplated hereunder shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of laws principles. Any legal action, suit or proceeding arising out of or relating to this Agreement or the breach thereof will be instituted in a federal or state court of competent jurisdiction in the Commonwealth of Pennsylvania, Philadelphia County, and each Party hereby consents and submits to the personal jurisdiction of such court, waives any objection to venue in such court including any defense of forum non conveniens.

3.13 Waiver of Jury Trial

THE PARTIES KNOWINGLY, UNCONDITIONALLY AND ABSOLUTELY WAIVE THE RIGHT TO A JURY TRIAL WITH RESPECT TO CLAIMS ARISING FROM THIS AGREEMENT WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR HSLC TO ENTER INTO THIS AGREEMENT.

3.14 Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. This Agreement, to the extent signed and delivered by means of a facsimile machine or by other electronic transmission of a manual signature (by portable document format (.pdf) or other method that enables the recipient to reproduce a copy of the manual signature), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. Neither Party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation of a contract and each such Party forever waives any such defense.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

HOSTING SOLUTIONS & LIBRARY CONSULTING:

By: _____
Maryam Phillips, Executive Director

PROVIDER:

By: _____
[Name/Title]

APPENDIX B

**SAMPLE CONTRACT
SERVICE LEVEL AGREEMENT**

Include your sample contract and/or SLA here.