



REQUEST FOR PROPOSALS
#20240906
POWER LIBRARY E-RESOURCES



Issued by:

Hosting Solutions and Library Consulting (HSLC)

3600 Market Street, Suite 550

Philadelphia, PA 19104

215-222-1532

www.hslc.org

On behalf of:

Office of Commonwealth Libraries | PA Department of Education

RFP Issued:

September 6, 2024

Proposals Due:

September 30, 2024

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RFP TIMELINE

RFP Issue Date	September 5, 2024
Question and Answer Period	September 6-13, 2024
Proposal Due Date	September 30, 2024 (5:00 PM)

Mailed proposals are to be delivered to:

Hosting Solutions and Library Consulting
Attention: Maryam Phillips, Executive Director
3600 Market Street, Suite 550
Philadelphia, PA 19104-2649

Offerors are strongly encouraged to use a delivery system with tracking to assure delivery by the required due date.

Electronic proposals are to be emailed to phillips@hslc.org no later than September 30, 2024.

Proposals exceeding normal email limits may be made available for pickup by HSLC using Dropbox, Box or a similar utility. HSLC must be notified in advance of the due date that your files are available, along with the credentials needed to access them.

Offerors are responsible for confirming proposals have been received. Please attach a Read Receipt Request to your message for emailed proposals.

Evaluation Period	October 1-31, 2024
Award Date	November 1, 2024
Go Live Date	January 1, 2025

RFP DEFINITIONS

Academic Institutions	Pennsylvania State-funded and Community Colleges only
Contractor	Selected Offeror
DGS	Pennsylvania Department of General Services
E-Resources	Online products or Database subscriptions
HSLC	Hosting Solutions and Library Consulting (Issuing Office)
Master Agreement	Final executed contract document
OCL	Office of Commonwealth Libraries
Offeror	Vendor submitting a proposal
PASSHE	Pennsylvania's State System of Higher Education
PDE	Pennsylvania Department of Education
PL Code	POWER Library Account Code
POWER Library	<u>Pennsylvania Online World of Electronic Resources</u>
SBE	Small Business Enterprise
Small Diverse Business	Small Diverse Business, to include SBE/MBE/WBE
MBE	Minority Small Business Enterprise
WBE	Women's Small Business Enterprise

PART I
GENERAL INFORMATION

I-1. Purpose.

This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for Hosting Solutions and Library Consulting’s (HSLC) consideration on behalf of the Office of Commonwealth Libraries (OCL), Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for the Department of Education’s POWER Library (“Project”). This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

I-2. Issuing Office.

HSLC has issued this RFP on behalf of the Office of Commonwealth Libraries. The sole point of contact for this RFP shall be Maryam Phillips, Executive Director of HSLC, 3600 Market Street, Suite 550, Philadelphia, PA 19104. Please refer all inquiries to the Issuing Officer.

Phone calls will not be accepted. Any questions prior to your submittal are to be emailed to phillips@hslc.org, with the Subject: 2024 E-Resource RFP.

I-3. Overview of Project.

HSLC is interested in procuring access to and features associated with the electronic resources identified in this RFP through a statewide license for unlimited access by the participating libraries, and the citizens of and visitors to the Commonwealth of Pennsylvania.

Libraries participating in the POWER Library program as of June 30, 2024 comprise the following, and are authorized to use POWER Library E-Resource subscriptions: 1187 Elementary Schools, 560 Middle Schools, 457 High Schools, and 580 Public libraries.

HSLC seeks online products that provide the broadest array of predominantly full-text general, K-12, and consumer information, including multimedia files, that the budget will allow.

I-4. Content.

Content of interest includes, but is not limited to, a general science database (science, technology, engineering and math) grades 6-12, general multi-disciplinary research database (grades 9 and up), general image database focused on current and historical events (grades K-12), and consumer product information, health information, online training, test preparation, current events/news resources (for general users).

Content of interest has been grouped into three categories (lots). Lot descriptions and details on content are listed below. Lots may be divided and awarded to multiple providers. Offerors are not required to propose on all lots. Each Lot and its submissions will be evaluated separately.

I-5. Objectives.

A. General.

HSLC is soliciting proposals from qualified Offerors to provide on-line graphical and full-text access to and features associated with reference electronic resources covering a broad range of subjects. Known as the Pennsylvania Online World of Electronic Resources (POWER) Library program, POWER Library is available to Pennsylvania's public libraries, school libraries, academic libraries OCL-owned content, and library users. The POWER Library has been in existence since 1999.

POWER Library offers a statewide catalog, Chat with a Librarian, a PA Photos and Documents digital repository, and access to E-Resources. Statewide E-Resource licensing provides economies of scale for school and public libraries, along with providing information for citizens with personal needs such as language learning, genealogy, job development, or news.

HSLC desires to present the broadest array of information within POWER Library E-Resources by increasing the reference material offered and providing improved accessibility for all Pennsylvania citizens and those visiting the Commonwealth.

POWER Library E-Resources include full text periodical electronic resources, business resources, reference sources for K-12 age students, newspapers, , early learning resources, and a news photograph archive. The Issuing Office would like to expand content coverage to include as much content as budget will allow.

B. Specific.

The POWER Library project is intended to provide free access to electronic resources for the citizens and visitors of Pennsylvania. Services will be provided to the estimated 4.8M registered library card holders through roughly 500 public library facilities, which will need both in-house and remote account numbers.

As of August 2024, there were nearly 3,000 K-12 school libraries, public and academic libraries participating in the POWER Library program. There are approximately 1,677,000 Pre-K through Grade 12 public school students in the Commonwealth.

This RFP desires to include Pennsylvania community colleges and state-funded institutions as Academic libraries to the extent the budget will allow.

POWER Library resources are also intended to benefit all citizens of and visitors to the Commonwealth of Pennsylvania while physically present within the geographic boundaries of the Commonwealth, including within a reasonable radius of its borders, through best efforts, possibly including geolocation technology such as a geolocation or geofencing service. These services are to be provided in a user-friendly manner, compatible with a wide variety of technology platforms and World Wide Web browsers.

Additional detail is provided in Part III of this RFP.

I-6. Type of Contract.

It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be a Fixed Price contract containing the Contract Terms and Conditions as shown in Part IV. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

I-7. Rejection of Proposals.

HSLC reserves the right to reject any and all proposals received as a result of this request, 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 unavailable.

I-8. Incurring Costs.

The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-9. Questions & Answers.

If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email to HSLC to the attention of Maryam Phillips at phillips@hslc.org no later than September 13, 2024. Use Return Receipt to confirm delivery of emailed questions. Answers will be provided to all Offerors via the HSLC website by September 20, 2024.

I-10. Addenda to the RFP.

If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the HSLC website at <https://www.hslc.org/RFP/e-resource-rfp>. It is the Offeror's responsibility to periodically check the website page for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period also will be posted as addenda to the RFP, in accordance with Section I-9.

I-11. Response Date.

To be considered for selection, electronic proposal submissions as described in Part I, Section I-12 must arrive at the Issuing Office on or before the time and date specified in the RFP Timeline. The Issuing Office will accept proposals via email or mail only. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the HSLC office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next business day on which the office is open, unless the Issuing Office otherwise notifies Offerors. The hour for submission of proposals shall remain the same. The Issuing Office will reject (unopened) any late proposals.

I-12. Proposal Requirements.

A. Proposal Submission:

Scoring totals will be performed for Offerors that submit a complete response to this RFP to the Issuing Office, using the format provided in Section I-12B, providing a single electronic proposal with separate files for the Technical Submittal; the Cost Submittal and Small Diverse Business Submittal. Scoring will be increased for those Offerors submitting the Small Diverse Business Participation form attached as Attachment D.

Submissions that are not emailed must be on CD, DVD or Flash drive in Microsoft Office or Microsoft Office compatible format and any spreadsheets must be in Microsoft Excel. The Offerors may not lock or protect any cells or tabs. The CD, DVD or Flash drive should clearly identify the Offeror. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign or electronically certify the proposal. If the official signs the Proposal Cover Sheet (Appendix A to this RFP) and the Proposal Cover Sheet is scanned and provided in a PDF version in the Offeror's electronically submitted proposal, the requirement will be met. For this RFP, the proposal must remain valid for 120 days or until a contract is fully executed. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

An Offeror or its authorized representative may withdraw its proposal via email to the Issuing Officer prior to the date set for proposal receipt. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt by submitting a clearly identified revised electronic submission via email or on CD, DVD or Flash drive marked as "Revised Proposal" which complies with the RFP requirements.

B. Proposal Format:

Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all proposal requirements. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Small Diverse Business cost data should be kept separate from, and not included in the Technical Submittal. Offerors should not reiterate technical information in the cost submittal. Each electronic proposal shall consist of the following three separate electronic files:

1. Technical Submittal, in response to RFP Part III
2. Cost Submittal, in response to RFP Part IV using Attachment C; and
3. Small Diverse Business Participation Form, in response to RFP Part V.

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP. The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to

the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

I-13. Economy of Preparation.

Offerors should prepare proposals simply and economically, providing straightforward, concise descriptions of the Offeror's ability to meet the requirements of the RFP.

I-14. Alternate Proposals.

The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

I-15. Discussions for Clarification.

Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

I-16. Prime Contractor Responsibilities.

The selected Offeror must perform at least 50% of the deliverables within the total contract value. Nevertheless, the contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact with regard to all contractual matters.

I-17. Proposal Contents.

A. Confidential Information.

HSLC is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for any required public disclosure purposes.

B. Disclosure of Proposal Contents.

All information provided in proposals will be held in confidence and except for naming the vendor of the selected proposal, will not be revealed or discussed with competitors. All other materials submitted become the property of HSLC and may be reviewed and evaluated by any person other than competing Offerors 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.

I-18. Best and Final Offers (BAFO).

A. While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:

1. Schedule oral presentations;
2. Schedule conference calls by phone or virtually;
3. Request revised proposals; and
4. Enter into pre-selection negotiations.

B. The following Offerors will not be invited by the Issuing Office to submit a Best and Final Offer:

1. Those Offerors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
2. Those Offerors which the Issuing Office has determined in accordance with Part II, Section II-4 from the submitted and gathered financial and other information, do not possess the technological or financial capability, experience or qualifications to assure good faith performance of the contract.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible offerors which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.

C. The Evaluation Criteria found in Part II, Section II-4, shall be used to evaluate the Best and Final offers.

D. Any reduction to commitments to Small Diverse Businesses must be proportional to the reduction in the total price offered through any BAFO process or contract negotiations.

I-19. News Releases.

Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-20. Authorized User Information.

Offerors shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in this Part I, Section I-20. The Issuing Office will provide information to the Awardee, including:

1. A list of IP addresses for the POWER Library accounts.
2. A list of PL Codes for the POWER Library accounts.
3. A list of referral URLs for the POWER Library accounts.
4. A list of single sign-on accounts.

I-21. Term of Contract.

The term of the contract will commence on the Effective Date and will end two (2) years after the Effective Date, anticipated to be January 1, 2025, with the option of three (3) one (1) year renewals, which may be exercised at HSLC's discretion, in consultation with the Office of Commonwealth Libraries, in single or multiple year increments. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by HSLC. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract and HSLC shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract. Should Year One commence on or after January 1, the first-year cost shall be pro-rated to the number of months of service, including setup and implementation. Years two (2) and beyond will follow the HSLC fiscal year period of July 1 – June 30.

I-22. Offeror's Representations and Authorizations.

By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s).
- B. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- C. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- D. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- E. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- F. To the best of the knowledge of the person signing the proposal for the Offeror, and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- G. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- H. The Offeror has not made, under separate contract with the Issuing Office, any

recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.

- I. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.
- J. The Offeror complies with Commonwealth of Pennsylvania terms and conditions as expressed in the HSLC Grant agreement included as Attachment E, and as explicitly referenced on the HSLC website here: <https://hslc.org/about/doing-business-with-hslc/>

Offeror Response

I-23. Notification of Selection.

A. Contract Negotiations.

The Issuing Office will notify all Offerors in writing of the Offeror(s) selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal(s) most advantageous to the Issuing Office.

B. Award.

Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the Issuing Office has received the final negotiated contract(s) signed by the selected Offeror(s).

I-24 Debriefing Conferences.

Offerors whose proposals are not selected will be notified of the name(s) of the selected Contractor(s) and may request the opportunity to be debriefed.

I-25. Electronic Versions of this RFP.

This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

PART II
CRITERIA FOR SELECTION

II-1. Mandatory Responsiveness Requirements.

To be eligible for selection, a proposal must be timely received from an Offeror and properly signed by the Offeror.

II-2. Technical Nonconforming Proposals.

The two (2) Mandatory Responsiveness Requirements set forth in Section II-1 above are the only RFP requirements that will be considered as non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.

II-3. Evaluation.

All proposals received will be reviewed and evaluated by a committee of qualified individuals as selected by the Issuing Office. The Evaluation Committee may comprise personnel from HSLC, the Office of Commonwealth Libraries, Pennsylvania librarians, and/or members of the public. The Evaluation Committee will assess the Offeror's technical and functional sections of the RFP. The Issuing Office will be the sole agent to evaluate the cost submittals for proposals. Cost for the full five-year term will be heavily factored.

II-4. Evaluation Criteria.

The following criteria will be used in evaluating each proposal:

A. Technical

The Issuing Office has established the weight for the technical criteria for this RFP as 50% of the total points. Evaluation will be based upon the following: Qualifications, Soundness of Approach, Technical Solution, Subscription content.

B. Cost

The Issuing Office has established the weight for the cost criteria for this RFP as 40% of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available.

C. Small Diverse Business Participation

The evaluation weight for the Small Diverse Business Participation criterion for this RFP is not less than 10% of the total points.

PART III
TECHNICAL SUBMITTAL

III-1. Statement of the Project.

State in succinct terms your understanding of the project presented or the service required by this RFP, and the lot you are responding to.

Offeror Response

III-2. Qualifications.

A. Company Overview. Provide an overview of your company and how your organization will support this project. In addition, describe any industry-recognized quality standards your company complies with, as well as any industry certifications or awards received. Should the Offeror already have an established presence in POWER Library, this section is waived.

Offeror Response

B. Prior Experience.

Include experience in providing on-line graphical and full text access to the content for the lot(s) for which you are proposing. Offerors shall provide up to three (3) references for completed projects. Responses to this section must include at least one (1) project where your firm has implemented a project of similar size and scope. Experience shown should be work performed by your company (not a subcontractor).

Studies or projects referred to must be identified and the name of the customer shown, including the name, address, telephone number, and email of the responsible official of the customer, company, or agency who may be contacted.

Should the Offeror already have an established presence in POWER Library, this section is waived.

Offeror Response

C. Personnel.

Include personnel to your organization whose expertise and leadership is key to delivering the services described in this RFP.

Offeror Response

III-3. Work Plan.

Describe in narrative form your technical plan with associated milestone timeframes for accomplishing the work to implement the products you propose.

Offeror Response

III-4. Evaluation Trial.

Each Offeror shall include a temporary account to be used for evaluation purposes. Credentials to access the trial account shall be included with the submitted proposal.

Offeror Response

III-5. Content.

Content shall be web-based and include SSL protection for any personal accounts created on your system.

Offeror Response

The following 4 sub-sections describe the specific scope and functionality of the content areas (lots) by user type and subjects desired. The Offeror should name the product(s) that is (are) being made available under the terms of the proposal and describe the broad subject categories covered by the product(s) as well as describing the target audience and/or specific grade levels.

Offerors may respond with proposal pricing for a single lot or multiple lots. Each Lot will be evaluated separately. Offerors may respond with proposal pricing for:

- A single subject area within a lot;
- An entire lot; or
- Multiple lots.

A. Lot #1

The following subject areas are desired for middle school and high school aged users, grades 6-12:

General science database (Science, Technology, Engineering, Math)

Offeror Response

B. Lot #2

The following subject areas are desired for high school to higher education aged users, grades 9 through to college:

General multi-disciplinary research database

Offeror Response

C. Lot #3

The following subject areas are desired for content appropriate K-12 aged users:

General image database focused on current and historical events

Offeror Response

Lot #4

The following subject areas are desired for content appropriate for general users:

Consumer product information, health information, online training, test preparation, current events/news resource

Offeror Response

III-6. Product Descriptions.

In responding to the lots listed above, provide descriptions of product functionality in the following areas:

A. Social Networking or External Sites

The Offeror shall describe their system capabilities for pushing results to users through social networking sites, 'share this' tools that would enable users to email links to others, or through Classroom Management Systems.

Offeror Response

B. Translation Capabilities.

It is preferable that the Offeror's products have the capability to translate individual records and the search interface into languages other than English. Some languages of interest are Spanish, Russian, German, Ukrainian, French, Arabic, Chinese, and Korean. The Offeror shall describe what translation capabilities and languages are available in their product offerings currently and planned for the future, including if read-speaker technology is implemented for languages other than English.

Offeror Response

C. Citations and Bibliographies.

It is preferable that the Offeror's product be capable of formatting references into recognized standard citation styles (e.g., APA, MLA), as well as exporting citation information to third party bibliographic management software (e.g., EndNote, Procite and RefWorks). The Offeror shall describe their capabilities in this area including the editions of the standard citation styles they support.

Offeror Response

D. Accessibility.

List the accessibility features available, such as Text-To-Speech or Dyslexia fonts so users with visual difficulties have access to the content. The product is expected to incorporate at a minimum: screen readers, ability to adjust contrast and text size, and any tools that assist those with dyslexia. Specify if these features are invoked for the interface, and/or the target content, articles, etc.

Offeror shall provide HSLC current completed Voluntary Product Accessibility Template (VPAT) annually to detail compliance with the federal Section 508 standards.

Offeror shall conform to level A W3C Web Content Accessibility Guidelines version 2.0 at a minimum. (<https://www.w3.org/TR/2008/REC-WCAG20-20081211/>)

Offeror Response

E. Individual User Account Information.

The Offeror shall describe whether, once authenticated and authorized, individual user accounts/profiles can be created on Offeror's web site. If the individual user creates an individual profile, the Offeror must provide the current privacy policy related to that account. The Offeror shall also describe any functionality that the creation of such a profile permits. The Offeror shall describe how that user profile is associated with a specific library.

Offeror Response

F. Help, User Documentation, Curriculum Support, Other Support, and Interface Changes.

HSLC shall serve as Tier One support for all products. That said, the product should feature online help for the end user that's easy to access and understand, as well as an online tutorial. Escalated support for HSLC shall be available. The Offeror's toll-free telephone support for escalated issues should be available Monday-Friday from 9:00AM-5:00PM at a minimum. Email and web forms should be available 24/7 with a turnaround no greater than 48 hours from receipt of inquiry. The Offeror should describe their policies regarding product support, help, and user documentation, as well as provide the URL for reviewers to link to the materials and vendor contact forms. The Offeror shall describe any notable changes to the user interface over the last year, the time of the year these changes took place, and how the libraries that use the products were made aware of, and prepared for the changes. The Offeror shall describe K-12 curriculum support offered for their products such as integration with Pennsylvania/Keystone curriculum standards, lesson plans, classroom activities, experiments, links to educational websites, or teacher training.

The Offeror shall describe any training to be provided to HSLC or end-users.

Offeror Response

G. Browser and Platform compatibility.

Indicate any platforms that are not supported (e.g. PC vs. Mac users, Android vs. iPhone). Product must fully function on Chrome, Edge and Safari. Indicate any known issues with accessing this product using these Web browsers and versions of those browsers.

Offeror Response

H. Discovery Service Compatibility and Search Content API.

Offerors shall note the discovery services with which their products are currently compatible, how metadata is passed to them to enable search results for the product(s), and whether this metadata transfer incurs a cost to the discovery layer service of the Issuing Office. Additionally, offerors shall note if a search content API is available for discovery of content. A search content API will allow interoperability between the Offeror's product and other vendors that HSLC works with.

Offeror Response

I. System Availability.

It is mandatory that the system be available no less than 99.7% of scheduled online hours, excluding scheduled downtime. The Offeror shall not schedule regular downtime for system upgrades or maintenance during normal use hours (*i.e.*, between 7 AM and Midnight Eastern Time any day of the week).

Offeror Response

J. Branding

Product must allow POWER Library branding within the product.

Offeror Response

K. Authentication and Authorization.

There are nearly 3,000 POWER Library participant libraries for which accounts will be required, including Remote accounts for public libraries. Currently users connect to online subscriptions using one or more of the following methods: IP access, Library Card Number, Embedded URL, Referral URL, and Single-sign on with Google, ClassLink and Clever. The selected Offeror(s) must accept, support and describe requirements for making connections with these methods. See Attachment B, Methods for accessing subscription services via the POWER Library. Although POWER Library does not currently use geolocation/geofencing, Offeror shall provide this method, should the need to use this method arise in future years of the contract.

Offeror Response

L. Linking from Library Catalogs.

Offeror shall describe its systems capabilities to accommodate links from member library Online Public Access Catalogs (OPACs) with MARC 856/ASCII records.

Offeror Response

M. OpenURL Linking Standard.

The Offeror shall provide OpenURL linking from the Offeror's products (e.g., a full-text article's bibliographic footnotes) to a member library's own link resolver. The Offeror shall be able to resolve OpenURL-formatted requests for records held in the Offeror's own system. If not, the Offeror must be able to provide a persistent URL containing a unique identifier for the article or record. This unique identifier must be presented to metasearch engines, such as a z39.50 or OpenSearch, enabling the user to move from the discovery layer to the record.

Offeror Response

N. Metadata / Full-Text Content Exposure.

The Offeror shall describe if and how it exposes record metadata and/or full-text to discovery tools, especially that within POWER Library. The Offeror shall describe the mechanism, frequency of updates, and any standards and protocols that are supported, including OAI-PMH.

The Offeror shall describe any licensing restrictions or company policies that prevent the exposure of article metadata, and any costs associated with exposing the metadata. The Offeror shall provide examples showing where their content has been indexed by search portals as noted in Section III.5.I, and how authentication mechanisms are tied to full record access on the Offeror's system.

Offeror Response

O. Usage Statistics.

The Offeror's system should be capable of gathering and supplying informative usage statistics to the Department and individual libraries. These statistics shall be in conformance with the most current COUNTER Code of Practice for E-Resources, release 5. Usage reports shall include: Logins (Sessions), Searches, and Items Examined. Usage reports for Items Examined is a requirement. Each metric should be provided separately for internal IP authentication and remote authentication, where appropriate.

The Offeror shall provide sample monthly statistics reports for the above types.

Reports shall be made available to HSLC on a monthly basis in either CSV or Excel format, by PL code (library account). Monthly statistics should be automatically sent via email to the email address(es) supplied by HSLC within 7 business days after the end of each month.

Offeror Response

P. MARC Records.

MARC records for journals and books included in licensed content shall be available at no additional charge to the Issuing Office. It is preferable that the records contain Library of Congress subject headings and the subscription-specific URL for the 856. The Offeror shall describe their policy regarding such records as well as the mechanism for supplying them upon request.

The Offeror shall describe download options such as MARC-8 or UTF-8 encoding, MARC21, MARCXML, and XML record syntax. The Offeror shall describe the process for downloading individual and batch records.

Offeror Response

Q. Authorized Users and Access.

Authorized users are to represent all Pennsylvania residents and visitors, including K-12 institutions, public library patrons, and Academic libraries. Offeror shall provide pricing for authorized users exclusive of Academic libraries, and separate pricing to include them. See Cost Submittal Worksheets, included as separate MS Excel documents. Products that include the publicly funded institutions listed herein as authorized users will receive improved scoring, should the cost meet budgetary conditions.

. Authorized users shall be able to access the system from any school or public library, any computer or device inside or outside of Pennsylvania via a current Pennsylvania public library card.

Unlimited simultaneous access for authorized users of the products is mandatory to avoid a situation where users could be locked out of the product, thereby causing a potential public relations problem for POWER Library.

Offeror Response

R. Privacy Policy.

Privacy and protection of user data on your networks is paramount. The Offeror shall have a privacy policy that guarantees the confidentiality of individual users, including that no user data is used or sold for marketing purposes, but rather, is used solely to enhance the end-user's experience with your product. Offerors shall state their privacy policy and where users will find this policy.

Offeror Response

S. System Changes/Enhancements.

It is mandatory that the Offeror notify HSLC at least 30 days in advance of any minor system changes that affect the use or display and incorporate such changes into user documentation no later than 30 days after changes have been implemented. In the event of a major system overhaul (e.g. a new search platform) it is mandatory that the Offeror notify HSLC at least 90 days in advance of the expected launch date. The Offeror shall describe their customer notification policies and mechanisms regarding system and content changes.

Offeror Response

T. Vendor's Standard License Agreement and Contract Terms

The Offeror shall provide a copy of their current end user license agreement and sample contract, as proposal Attachment G.

Offeror Response

U. Disaster Recovery.

Offerors shall describe the disaster recovery plan which is in place to recover and protect services in the event of a disaster. Include the frequency of testing.

Offeror Response

V. Emergency Preparedness.

To support continuity of operations during an emergency, including a pandemic, a strategy for maintaining operations for an extended period of time is required to be provided. Please describe how your company has planned for such an emergency and put contingencies in place to provide needed goods and services during times of emergency.

Offeror Response

III-6. 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

III-7. Commonwealth Standard 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 Commonwealth of Pennsylvania's Standard Terms and Conditions.

Grantee acknowledges having reviewed a copy of the Commonwealth of PA's Standard Terms and Conditions, which are available in Attachment E 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 Commonwealth of PA Standard 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 as required by Section III.6.

Offeror Response

PART IV
COST SUBMITTAL

IV-1. Cost Submittal.

The information requested in this Part IV shall constitute the Cost Submittal. The Cost Submittal shall be submitted electronically in accordance with Part I, Section I-12A. The total proposed cost should be broken down into the components set forth on the Cost Submittal Worksheet(s). The percentage of commitment to Small Diverse Businesses should not be stated in the Cost Submittal. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to Part I, Section I-9 of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

Cost submittals must be provided as separate files, and not included in the Offeror General or Technical response.

The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.

IV-2. Executed Contract.

1. The final executed Master Agreement document (the Contract) shall be attached hereto as Exhibit A.
2. The selected Offeror agrees to provide the POWER Library services set forth in its Technical Submittal, which is attached to the final executed contract as Exhibit B and made a part hereof, at the prices listed for those items in its Final Negotiated Cost Submittal, which is attached hereto as Exhibit C.
3. The Contractor agrees to meet and maintain the commitments to small diverse businesses made in its BAFO Small Diverse Business Form, for the duration of the contract, which is attached hereto as Exhibit D and made a part hereof.
4. This Master Agreement comprises the following documents, which are listed in order of precedence in the event of a conflict between these documents:
 - (a) The Master Agreement document

(b) The Contractor's Proposal, consisting of:

- 1) The Technical Submittal, which is attached hereto as Exhibit B and made a part hereof.
- 2) The Final Negotiated Cost Submittal, which is attached hereto as Exhibit C and made a part hereof.
- 3) The Small Diverse Business Form, which is attached hereto as Exhibit D and made a part hereof.

(c) This Request For Proposal #20240903

IV-3. Subscription Credit.

Some POWER Library participants may already contract for your database. The selected vendor will provide credit on the unused portion of current subscriptions paid by POWER Library participants, for the balance of the unexpired term.

Offeror Response

PART V
SMALL DIVERSE BUSINESS PARTICIPATION
SUBMITTAL

V-1. Small Diverse Business General Information.

The Issuing Office encourages participation by Small Diverse Businesses as prime contractors, and encourages all prime contractors to make significant commitments to use Small Diverse Businesses as subcontractors and suppliers.

A Small Diverse Business is a DGS-verified Minority-owned small business, Woman-owned small business, Veteran-owned small business, Service-disabled veteran-owned small business, LGBTQIA+-owned small business, Disability-owned small business, or other small businesses as approved by DGS, that are owned and controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

A Small Business must meet each of the following requirements:

- The business must be a for-profit, United States business;
- The business must be independently owned;
- The business may not be dominant in its field of operation;
- The business may not employ more than 100 full-time or full-time equivalent employees;

V-2. Small Diverse Business Participation Credit.

For credit in the RFP scoring process, a Small Business must complete the DGS/BDISBO self-certification process and provide confirmation to the Issuing Office as part of the Offeror's proposal. Information about supplier registration and self-certification is available here: <https://www.dgs.pa.gov/Small%20Business%20Contracting%20Program/Pages/default.aspx>

An Offeror that qualifies as a Small Diverse Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

See Attachments A and D to confirm the Small Diverse Business form has been included in the Offeror's proposal.

ATTACHMENT A

PROPOSAL COVER SHEET (REQUIRED)

RFP# 20240906 POWER Library

The proposal of the Offeror identified below for the above-referenced RFP is submitted electronically comprised of separate files for Technical, Cost and SDB:

Offeror Information:	
Offeror Name	
Offeror Mailing Address	
Offeror Website	
Offeror Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	
Offeror Federal ID Number	
Offeror PA Supplier Vendor Number	

Electronic Submittals Enclosed as Separate Files:	
	Check Here
Cover Sheet	
Technical Submittal	
Small Diverse Business Participation Submittal Form	
Cost Submittal	

AUTHORIZATION by an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:

Signature: _____

Printed Name _____

Title _____

ATTACHMENT B

METHODS FOR ACCESSING SUBSCRIPTION SERVICES VIA THE POWER LIBRARY

POWER Library currently uses the following methods to authenticate authorized users.

1. Internal IP authentication for users within a participating institution
2. Library card authentication for all other users
3. Single sign-on with Google, ClassLink, and Clever, using a separate PL code.

Referrals:

After internal IP authentication or SSO authentication, POWER Library will send the client to a vendor database. Both use an embedded URL to allow authenticated database access and recording of statistics by library (PL code).

Access by public libraries:

Access to a vendor database by a public library can be from within the library (internal IP authentication) 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.

The vendor must create an HSLC specified PLnnnn account for each library. (HSLC will provide the list.)

The vendor must create a second PLnnnR account for each public library to allow statistics by access method.

The vendor must supply the embedded URL format. Example:

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

ATTACHMENT C
COST MATRIX SHEETS

Offerors must submit their pricing by using these forms as their Cost Submittal documents.

Please remember HSLC seeks pricing that includes the Academic (State-funded and Community College) pricing where available from the Offeror. See below for institution list.

There is one spreadsheet for each lot attached to this RFP.

The spreadsheets have two tabs. The first tab is for pricing that **excludes** academic libraries. The second tab is for pricing that **includes** academic libraries.

Offeror shall submit cost submittal as described in RFP section I-12. Proposal Requirements.

Offeror must submit its Cost Submittal document by the proposal due date listed in the RFP.

All costs shall be included in the annual subscription fee.

The cost sheet requires the entry of data for two (2) base years, and two (3) renewals years.

Complete one form for each Lot your bid covers.

ACADEMIC INSTITUTION LIST

Community Colleges

1. Bucks County Community College
2. Butler County Community College
3. Community College of Allegheny County
4. Community College of Beaver County
5. Community College of Philadelphia
6. Delaware County Community College
7. Erie County Community College
8. Harrisburg Area Community College
9. Lehigh Carbon Community College
10. Luzerne County Community College
11. Montgomery County Community College
12. Northampton Community College
13. Pennsylvania Highlands Community College
14. Reading Area Community College
15. Westmoreland County Community College

<https://www.education.pa.gov/Postsecondary-Adult/CollegeCareer/Pages/Community-Colleges.aspx>

ATTACHMENT C
ACADEMIC INSTITUTION LIST
Continued

Pennsylvania's State System of Higher Education (PASSHE)

1. Bloomsburg
2. California
3. Cheyney
4. Clarion
5. East Stroudsburg
6. Edinboro
7. Indiana
8. Kutztown
9. Lock haven
10. Mansfield
11. Millersville
12. Shippensburg
13. Slippery rock
14. West Chester

<https://www.passhe.edu/universities/index.html>

Cost sheet 1 - Excel worksheet attached as a separate file

Cost sheet 2 - Excel worksheet attached as a separate file

Cost sheet 3 - Excel worksheet attached as a separate file

Cost sheet 4 - Excel worksheet attached as a separate file

****Please use the cost sheets provided for your responses****

ATTACHMENT D

SMALL DIVERSE BUSINESS (SDB) PARTICIPATION FORM

SDB AS OFFEROR OR SUBCONTRACTOR

The proposer must list below potential Small Diverse Business(es) that will be part of service or product delivery, and the percentage commitments for the services or products provided for each year of the contract. Use additional page(s) as needed. Complete one form per contractor or subcontractor.

SDB Name _____

SDB Website _____ DUNS No. _____

Primary Contact Name _____

Primary Contact Email _____

<u>Year One</u>	K-12/Public	K-12/Public/Academic
% of actual Contract Spend Committed	_____	_____
Estimated \$ value of Commitment	\$ _____	\$ _____

<u>Year Two</u>		
% of actual Contract Spend Committed	_____	_____
Estimated \$ value of Commitment	\$ _____	\$ _____

<u>Year Three (Renewal Year One)</u>		
% of actual Contract Spend Committed	_____	_____
Estimated \$ value of Commitment	\$ _____	\$ _____

<u>Year Four (Renewal Year Two)</u>		
% of actual Contract Spend Committed	_____	_____
Estimated \$ value of Commitment	\$ _____	\$ _____

<u>Year Five (Renewal Year Three)</u>		
% of actual Contract Spend Committed	_____	_____
Estimated \$ value of Commitment	\$ _____	\$ _____

Description of Services, Products or Supplies to be provided by the Small Diverse Business:

ATTACHMENT E
COMMONWEALTH STANDARD TERMS AND CONDITIONS

The Offeror shall comply with the following, to which HSLC has stipulated in its grant agreement: **Commonwealth Standard Terms and Conditions**

Grant Version
(Revised - 10/1/2023)

1. DEFINITIONS

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the agreement to which they are attached.

2. INDEMNIFICATION

The Grantee shall indemnify and defend the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Grantee or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

3. NONDISCRIMINATION/SEXUAL HARASSMENT

a. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

b. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:

- i. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.

- iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.
 - iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
 - v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- c. Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- d. Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
- f. Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

4. GRANTEE INTEGRITY

a. **Definitions.** For purposes of these Grantee Integrity Provisions, the following definitions apply:

- i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- ii. "Grantee" means the individual or entity, that has entered into this agreement with the Commonwealth.
- iii. "Grantee Related Parties" means any Affiliates of the Grantee and the Grantee's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.
- iv. "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- v. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- vi. "Non-Solicitation Award Process" means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

b. Representations and Warranties.

i. **Grantee Representation and Warranties.** The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:

1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
3. had any business license or professional license suspended or revoked;
4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
5. been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.

ii. **Grantee Explanation.** If the Grantee cannot make the representations and warranties set

forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.

iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.

Notice. The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Grantee's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.

c. **Grantee Responsibilities.** During the term of this agreement, the Grantee shall:

- i. maintain the highest standards of honesty and integrity.
- ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
- iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
- iv. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.
- v. not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
- vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
- vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. §

3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.

viii. immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.

d. **Investigations.** If a State Inspector General investigation is initiated, the Grantee shall:

i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.

ii. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.

iii. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. This information may include, but is not limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.

e. **Termination.** For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

f. **Subcontracts.** The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provisions.

5. CONTRACTOR RESPONSIBILITY

a. **Definition.** For the purpose of these provisions, the term “Contractor” means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

b. Contractor Representations.

i. The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.

ii. The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.

c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.

d. **Default.** The Contractor’s failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.

e. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

6. AMERICANS WITH DISABILITIES ACT

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement.
- b. **Compliance.** For all goods and services provided pursuant to this agreement, the Grantee shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Grantee's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

7. APPLICABLE LAW AND FORUM

This agreement is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Grantee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Grantee, and the Grantee consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

8. RIGHT TO KNOW LAW

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this agreement.
- b. **Grantee Assistance.** If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this agreement, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:
 - i. access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this agreement that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
 - ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this agreement.
- c. **Trade Secret or Confidential Proprietary Information.** If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Grantee considers

exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.

Reimbursement

- i. **Commonwealth Reimbursement.** If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.
- ii. **Grantor Reimbursement.** The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.
- e. **Challenges of Commonwealth Release.** The Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.
- f. **Waiver.** As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- g. **Survival.** The Grantee's obligations contained in this Section survive the termination or expiration of this agreement.

9. OFFSET

The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.

10. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

- a. **Payment Method.** The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following:

<https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e->

Remittance.aspx

- b. **Unique Identifier.** The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.
- c. **ACH Information in the Commonwealth's Master Database.** The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

11. WORKER PROTECTION AND INVESTMENT

The Grantee shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;
- c. Minimum Wage Act;
- d. Prevailing Wage Act;
- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;
- h. Wage Payment and Collection Law;
- i. Industrial Homework Law;
- j. Construction Industry Employee Verification Act;
- k. Act 102: Prohibition on Excessive Overtime in Healthcare;
- l. Apprenticeship and Training Act; and
- m. Inspection of Employment Records Law.

Offeror Response

ATTACHMENT F
HSLC ELECTRONIC CONTENT MASTER AGREEMENT

ELECTRONIC CONTENT MASTER AGREEMENT

This ELECTRONIC CONTENT MASTER AGREEMENT ("Agreement") is entered into as of [date] (the "Effective Date"), by and between **Hosting Solutions & Library Consulting** ("HSLC"), [vendor] ("Provider"), (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 September 6, 2024 #20240906 ("RFP"), attached and incorporated as Exhibit **A**, for the electronic content specified therein ("E-Content"); and

WHEREAS, the Provider has submitted a Proposal dated [date], 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

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 Commonwealth of Pennsylvania Standard Terms and Conditions ("Commonwealth Terms").

Provider acknowledges receipt of the Commonwealth Terms and Provider assumes toward HSLC all of the obligations, risks and responsibilities that HSLC, by Commonwealth Terms, has assumed, 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 Commonwealth 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 Commonwealth Terms in this Agreement does not limit Provider's duty to comply with any and all other provisions that are not specifically identified.

Term

Term

The term of this Agreement will be for two (2) years commencing upon the later of January 1, 2025 or the Effective Date of the Agreement. The term period for years two (2) through five (5) will reset to July 1 should the initial effective date occur earlier than July 1.

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.

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.

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.

Compensation

Amount

The Provider agrees to perform all of the Services for the amount set forth in the Cost portion of Provider's Best & Final Offer Response dated [date] 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/subvendor costs and all other costs and expenses incurred by the Provider.

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 prior to July 1, 2025.

Part 2 – LICENSOR RESPONSIBILITIES

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.

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.

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.

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.

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.

Privacy & Security

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.

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.

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.

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 as specified in the RFP. 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.

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.

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.

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://librarians.powerlibrary.org/outreach/logos> or the POWER Library logo available at: <https://librarians.powerlibrary.org/outreach/logos>.

Part 3 – LEGAL

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 Commonwealth of PA Standard Terms and Conditions;
3. The RFP as supplemented by the Response except when inconsistent with the RFP; and

4. Provider's License.

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.

Right-to-Know Law and Confidentiality

Pursuant to the Commonwealth of PA 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) of PDE Master Terms and Conditions to notify the Commonwealth if it believes Requested Information, as defined by the RTKL, to be a Trade Secret or Confidential Proprietary Information.

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.

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.

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.

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.

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.

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.

No Assignment

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

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
333 Market Street, 14th Floor
Harrisburg, PA 17120-0600

If to Provider:

[Vendor]

Attention

Address

City, State, Zip Code

E-Mail: _____

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.

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.

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]

ATTACHMENT G

Vendor's Standard License Agreement and Contract Terms

To be attached to proposal