

REQUEST FOR PROPOSALS
PAPD20250501
DIGITAL ASSET MANAGEMENT SYSTEM
("PA PHOTOS & DOCUMENTS")

ISSUED BY
HOSTING SOLUTIONS & LIBRARY CONSULTING (HSLC)



3600 Market Street, Suite 550
Philadelphia, PA 19104-2649
Attention: Maryam Phillips, Executive Director
215-222-1532
phillips@hslc.org
www.hslc.org

ISSUED ON
May 1, 2025

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PART I

GENERAL INFORMATION

I-1. PURPOSE

Hosting Solutions & Library Consulting (HSLC) seeks proposals for locally-hosted or vendor-hosted software for Pennsylvania's digital asset management system (DAMS). Product demonstrations will be required.

For the purposes of this RFP, DAMS shall be a term interchangeable with the service known as PA Photos & Documents. *Offeror*, *Contractor*, and *Vendor* are also used interchangeably within this RFP.

Solutions proposed will be evaluated on ability to deliver the objectives within this RFP, regardless of product name. The selected system must be flexible, reliable, intuitive, and easy to maintain and sustain. Proposals will be rated on all of these factors. See Part IV for detailed Work Statement.

Flexibility

- System must comply with all NISO standards including compliance with Section 508 Standards (Revised) and WCAG Levels A and AA (required); level AAA is encouraged. Any failure to meet any specification of either must be detailed with plans provided for meeting the standard.
- System must allow configuration by HSLC to customize and brand the user experience.
- System must operate effectively on a variety of device platforms, whether computer-based or mobile.

Reliability

- System is expected to be operational 24/7/365 with redundancy and reliability measures that prevent service interruptions. Our expectation is a 99% annual uptime with no more than 4 hours of outage at one time.
- System must deliver consistently high performance to users with all types of Internet connections whether high-speed or not. The site should be functional at 5 Mb/s connection speeds.

Intuitiveness

- System must offer user-friendly interfaces for staff and the general public.
- System must provide an easy-to-find and easy-to-use Help section for end-users.
- System must employ built-in reporting and statistics capabilities, including per collection and institution, that are easy to navigate and customize for library collection of data.

- System must provide easily accessible documentation on features and functionality for staff.

Maintenance & Security

- Data should be protected against loss with a backup policy and basic integrity checks as a minimum.
- The software shall use Secure Socket Layer (SSL) and/or Transport Layer Security (TLS) protocols to protect end-user privacy.

Sustainability

- The system must remain affordable to own and operate, with multi-year pricing provided.

I-2. ISSUING OFFICE

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

I-3. SCOPE

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

I-4. BACKGROUND

POWER Library is a service of the Office of Commonwealth Libraries, Pennsylvania Department of Education, and is hosted by HSLC at www.powerlibrary.org. The POWER Library portal offers Pennsylvania residents access to four services: a statewide union catalog, the ability to chat with a librarian, access to e-resources, and access to digital collections uploaded by POWER Library participants.

HSLC solicits proposals from qualified Offerors to provide software and support for the DAMS PA Photos & Documents. All POWER Library participants are welcome to contribute to this digital collections repository, which currently includes over 100 participating institutions with 366 collections and growing.

I-5. REJECTION OF PROPOSALS

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

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

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

I-6. INCURRING COSTS

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

I-7. ISSUANCE

The RFP issue date is May 1, 2025, with proposals due by close of business on May 30, 2025. Should a Vendor have a question from May 1, 2025 through May 23, 2025, HSLC will post the questions and answers on the HSLC website RFP page. Email questions about the RFP to Maryam Phillips, Executive Director HSLC at phillips@hslc.org. Use a return receipt method to ensure your communications are received.

I-8. AMENDMENT TO THE RFP

If it becomes necessary to revise any part of this RFP, HSLC will post and amended copy on the HSLC website RFP page. It is the Vendor's responsibility to visit the RFP page for any amendments.

I-9. RESPONSES

To be considered, three originals and one electronic copy of the proposal with supporting documents must be received by Maryam Phillips, Executive Director, HSLC, 3600 Market Street, Suite 550, Philadelphia, PA 19104-2649 **on or before May 30, 2025 at 4 P.M. Eastern Time**. Per I-22, please be sure that the price section of the proposal is bound and sealed separately from the main technical proposal document. Offerors mailing proposals should allow sufficient delivery time to ensure timely receipt of their proposals, and should supply the tracking code(s) to HSLC. Offerors may email the electronic copy to Maryam Phillips, at phillips@hslc.org, provide it on a CD/DVD or flash drive, or upload

it to the HSLC FTP server (connection information to be provided upon request). Use Return Receipt to confirm delivery of emailed proposals. Proposals may also be hand-delivered to the above address. **No faxes please.**

Email all questions regarding the RFP or its process to Maryam Phillips at phillips@hslc.org.

I-10. PROPOSALS

To be considered, Offerors must submit a complete response to the RFP, using the format provided in Part II. Each proposal must be submitted with no fewer than three originals and one electronic copy to HSLC for use by the evaluation team. An official who is authorized to bind the Offeror to its provisions, including costs for the initial and renewal periods, must authorize your proposal on Appendix A. Your proposal must remain valid for at least one hundred twenty (120) days. Moreover, the contents of the successful bidder's proposal will become contractual obligations within any subsequent contract or agreement.

I-11. PROPOSAL PREPARATION

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

Responses to the RFP must contain the following:

1. Legal name and mailing address of the Offeror.
2. Name, title, mailing address, email address, and telephone number of the person responsible for approving and submitting the information provided.
3. The name, title, email address, and telephone number of a person who can be contacted to discuss questions regarding the technical specifications.
4. The name, title, email address, and telephone number of a person who can be contacted to discuss costs/pricing.
5. Complete, concise responses to all items listed in the Work Plan, the Offeror's capability to handle the items, and to items listed under the Cost and Price Analysis.
6. A timetable of the activities involved.

I-12. ORAL PRESENTATION

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

I-13. PRIME CONTRACTOR RESPONSIBILITIES

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

I-14. DISCLOSURE OF PROPOSAL CONTENTS

All information provided in proposals will be held in confidence and except for name of the selected Offeror, will not be revealed or discussed with competitors. All other material submitted becomes the property of HSLC and may be reviewed and evaluated by any person other than competing bidders at the discretion of HSLC. HSLC reserves the right to use any or all ideas presented in any response to the RFP. Selection or rejection of your proposal does not affect this right. Following an award, contract and cost information is subject to public disclosure upon request.

I-15. CONTRACT

If the Issuing Office enters into a contract as a result of this RFP, it will be a Fixed Price contract. 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.

HSLC expects to fully execute a contract in time for the project to go live on or before January 1, 2026. HSLC may negotiate with Offerors whose proposals show them to be qualified, responsible, and capable of performing the work within this timeline. Cost will not be the sole criteria for final selection.

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. Should the award begin before July 1, the first billing shall represent a pro-rated amount.

I-16. STANDARD CONTRACT

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

I-17. NONDISCRIMINATION CLAUSE

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

I-18. 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 Appendix D, and as explicitly referenced on the HSLC website here: <https://hslc.org/about/doing-business-with-hslc/>

I-19. RIGHTS IN DATA

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

Defense of suits: Offeror shall defend any suit or proceedings brought against HSLC or the PA Department of Education, including the Office of Commonwealth Libraries, due to any alleged infringement of any copyright arising out of the performance of this agreement, including any suit or proceeding relating to work, services, materials, reports, studies and computer programs provided by the Offeror; provided, that HSLC shall provide prompt notification in writing of such suit or proceedings, together with full right, authorization and opportunity to conduct the defense of the same. If principles of governmental or public law are involved, HSLC may participate in the defense of such action. Contractor shall pay any damages and costs awarded therein against HSLC. If information and assistance are furnished by HSLC at the contractor's written request, it shall be at the contractor's expense, but the responsibility for such expense shall be only that within the contractor's written request. If any of the materials, reports, studies and computer programs provided by the contractor are held to constitute infringement and the use or publication thereof is enjoined in such suit or proceeding, the contractor shall, at its own expense and at its option, either procure the right to publish or discontinue use of such infringing materials, reports, studies or computer programs, replace them with non-infringing items, or so modify them so that they are no longer infringing. The obligations of the contractor under this paragraph continue without time limit.

I-20. DEBRIEFING CONFERENCES

Vendors whose proposals are not selected will be notified of the name(s) of the selected vendor(s) and will be given the opportunity to be debriefed upon request. HSLC will schedule the time and location of the debriefing.

I-21. NEWS RELEASES

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

I-22. COST DATA

The price section of the proposal must be bound and sealed separately from the main technical proposal document.

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

I-23. TIMELINE

May 1, 2025	RFP Issued
May 30, 2025	Proposal Deadline
June 1-June 20, 2025	Proposal Review, Evaluation, Product Demonstrations
June 30, 2025	Proposal Decision, Contract Negotiation
July 1, 2025	Contract Execution
July – December, 2025	Implementation Period, including Training Online (Live Webinar or Self-paced) and/or In-person
January 2026	Go Live

Offeror is to supply a timeline for tasks associated with migration, implementation, and launch of the new system(s), to be completed between July 2025 and January 2026.

_____ **Check here or affirm in writing your compliance with the General Requirements as presented.**

PART II

VENDOR RESPONSE

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

II-1. UNDERSTANDING OF PROJECT SCOPE

State in succinct terms your understanding of the products and services required by this RFP.

II-2. MANAGEMENT SUMMARY

Include a short, one page or less, narrative description of the system, services, and products to be provided by the Offeror.

II-3. WORK PLAN

Describe in narrative form a technical plan for providing the DAMS software and hosting if applicable, providing a proposal that is complete and comprehensive with emphasis on being clear and concise. Use the Detailed Work Statement in Part IV of this RFP to provide the detail that accompanies your narrative. Provide a table of contents.

II-4. PRIOR EXPERIENCE

Include your company's experience maintaining a minimum of two systems of similar size and scope. Experience shown should include work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to should be identified with the name of the customer, including the name, address, URL of the customer's system, email address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

II-5. COST AND PRICE ANALYSIS

- A. Provide pricing that includes unlimited access statewide by end users.
- B. Detail all direct and indirect costs associated with this proposal, including any related to scalability of the system(s).
- C. Submit separate price quotes for cloud-hosted and locally-hosted systems, as applicable.

- D. Indicate the cost per terabyte.
- E. Software:

Include a price quote for each software module proposed, including initial licensing and ongoing maintenance and upgrades, describing in detail the basis for pricing. Indicate whether license costs are annual or perpetual. Where there are pricing alternatives, offer and describe each in full. Pricing shall include detailed license costs associated with providing multiple permission levels of individual library staff accounts. Show the limit of price increases over the life of the proposed contract. **Clearly identify any pricing for custom development, optional, and/or add-on services or products.**
- F. Hardware:

Include any hardware costs required to implement the proposed system. Provide minimum hardware requirements for staff workstations and required server hardware for self-hosted options if they exist.
- G. Provide minimum bandwidth specifications for end users to optimally use the proposed system. Our target requirement is 5 Megabits for a user.
- H. Describe costs associated with providing at least one representative to present training sessions and to supply training documentation for all participating libraries.
- I. The information requested in this section is required to support the reasonableness of your quotation and is for internal HSLC use only. Submit maintenance costs for the initial year, year two, year three, year four, year five, and then a total for all five (5) years.
- J. Vendor shall agree to an invoice period matching fiscal year July 1 – June 30.
- K. Vendor shall issue invoices quarterly at the beginning of each quarter, or at other intervals as requested by HSLC.

PART III

CRITERIA FOR SELECTION

III-1. REVIEW PROCESS

A committee of qualified individuals as selected by HSLC will review and evaluate all proposals using a scoring system of 100 possible points. This committee will recommend for selection the proposal that most closely meets the requirements of the RFP; or it may recommend the rejection of any or all proposals.

III-2. CRITERIA

The following criteria will be used in evaluation of proposals. A total of 100 points represents the highest score possible. Criteria will reflect the underlying principles expressed in Section I – General Information.

A. Understanding and Meeting the Requirements (15 points)

1. Proposal adequately demonstrates the ability to provide:
 - a. A system that is flexible, intuitive, and can be easily managed at the system-wide administrative and local administrative levels
 - b. Ability to locally brand the end user and staff interface
 - c. Ability to enhance the user experience with social media integration
 - d. Compatibility with a wide range of operating system environments, browsers, and platforms
 - e. Availability to support 30 simultaneous users per minute.
 - f. Ability to handle no less than 25 staff users engaging in simultaneous upload or collection management as well as the public users.

B. System Support (10 points)

1. Proposal adequately demonstrates the ability to provide:
 - a. A flexible and realistic migration/implementation timeline
 - b. Quality training and documentation
 - c. Availability of useful management reports
 - d. Time frame during which technical support is available
 - e. Level of technical support offered

C. External Evaluators (10 points)

HSLC will invite contributors to PA Photos and Documents to serve as external evaluators. These evaluators will complete a scoring matrix, with up to 10 points awarded based on their evaluations.

D. Technical Requirements (25 points)

Emphasis here is on the technical approach for providing a shared system of the size and scope specified, for providing a complete range and functionality of library system modules, and for managing the services provided. Of equal importance is whether the approach is completely responsive to all the written specifications and requirements contained in the RFP.

E. Small Diverse Business (5 points)

Participation by Small Diverse Businesses as contractors. 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. Including a business relationship or partnership with a Small Diverse Business in providing your service will receive up to five points, depending on the extent of the relationship.

F. Cost (35 points)

The costs proposed are in line with the benefits to be received. While cost will be weighted heavily, it will not be the sole deciding factor in the selection process.

PART IV

DETAILED WORK STATEMENT

IV-1. GENERAL REQUIREMENTS

- A. Your company must have a minimum of three (3) years' experience/existence as a corporate entity (current corporate entity or predecessor[s]) providing DAMS software and/or hosting. Confirm compliance with this condition.
- B. Your company must have the ability to provide a DAMS accommodating no less than 25 simultaneous staff users (simultaneously executing actions including editing and uploading content), and an unlimited number of public users through a web interface.
- C. You must provide at least three customer references (name, institution, and phone number). References should include current statewide or large multiple-contributor DAMS.

IV-2. OBJECTIVE: HSLC wishes to procure a DAMS for collection creation, management, and availability online. Vendor should describe the extent to which the software offers the functionality listed below. Indicate which features are available now, and which are in development. If in development, indicate the timeline to full functionality. Vendor should provide access to a live demonstration website or otherwise provide a mechanism for verification of functionality and other claims made in this proposal.

IV-3. SYSTEM REQUIREMENTS

PA Photos & Documents is a service managed by HSLC staff serving over 100 participating institutions with 382 collections as of December 2024. The service is available to all POWER Library member institutions that wish to use the service. See Appendix C for more information.

In the current system environment, HSLC staff manages system-level tasks including the creation of collections and their associated settings, running system-wide reports, creating system-wide scripts, adding/removing new staff users, and maintaining the hardware and software. Our requirements include the ability to automate or manage via script the creation, upload, metadata edits, and deletion of items, their associated data, and relationships. We also need to be able to generate reports on collection sizes (number of records/objects as well as space used). Local collection managers who are external users located across Pennsylvania add, edit, and delete digital objects and metadata in collections.

Offeror should respond to the System Requirements section keeping the current environment in mind.

For Section A, "User Front End/Presentation," and Section B, "Staff Interface/Data Management," Vendor should describe the extent to which the software offers the functionality listed. Vendor should provide access to a live demonstration website or otherwise provide a mechanism for verification of functionality and other claims made in this proposal. In the case of functionality described, note the ability to comply using these terms:

In general release – now available

In test – provide the anticipated date available

In development – provide the anticipated date available

In planning – provide the anticipated date available

Custom development necessary – provide the cost and anticipated schedule for completion

IV-4 A. User Front End/Presentation

1. (End User Experience) Presents easy-to-use browse, search, and display interfaces. Ability to browse/search all records from a single institution, even if there are multiple collections. Includes ability to search a single collection as well.
2. (End User Experience) Offers a robust and customizable search experience, including an advanced search option. Outline searching, sorting and limiting capabilities including filter functionality. Full-text search results should be highlighted inside the text at the page-level, using a similar method that the Internet Archive BookReader employs.
3. (End User Experience) Offers a robust and customizable image viewing experience. Allows for the user to pan and zoom as well as rotate images and to present the image full-screen.
4. (End User Experience) Presents compound objects with attached items when appropriate. Attached items could represent any existing item currently in PA Photos & Documents.
5. (End User Experience) Presents paged content with a page viewer similar to or including the Internet Archive BookReader. Ability to display book versus page-level metadata.
6. (End User Experience) Image and page viewer can be viewed full screen by clicking a button. Clicking button again brings user back to record view.
7. (End User Experience) Serials can be accessed via a date index.
8. (End User Experience) Offers thumbnail images that link to larger images.
9. (End User Experience) When viewing a record, a breadcrumb trail or other way illustrates the collection(s) where the record originates.
10. (End User Experience) Is available from multiple browsers and mobile devices with a responsive design. Specify the platform(s) (Windows, Macintosh, UNIX, mobile, etc.) and versions under which the staff and public interfaces operate.
11. (End User Experience) Uses secure SSL/TLS protocols.

12. (End User Experience) Complies with Section 508 Standards (Revised) and WCAG Levels A and AA (required); level AAA is encouraged.
13. (End User Experience) Provides the ability to download items in multiple derivative formats. List those supported. Also includes ability to download a single page or entire work.
14. (End User Experience) Provides the ability to have a permanent link (Permalink) to each digital object, simple or compound as well as individual collections. Provides the ability to link directly to the parent or child record of a compound object.
15. (End User Experience) Offers the ability to create citations for digital objects.
16. (End User Experience) Ability to customize the web presence for the front page of the repository, collection landing pages, or add other custom webpages either natively or by linking to a separate website.
17. (Social Media) Supports tools for sharing content, including social media platforms.
18. (Media) Offers a media player for audio and video objects. Audio object records allow for the presentation of an associated image.
19. (Media) Offers a streaming media player or support for links to a third-party streaming media player, which should be integrated in the site.
20. (Design) Offers a customizable front-end interface. HSLC desires the ability to customize the interface to be similar in appearance to the powerlibrary.org portal.
21. (Design) Local distributed branding. Offers the ability to uniquely brand each collection.

IV-4 B. Staff Interface/Data Management

1. (Collection Creation) Staff Interface. If a plug-in or download is required on the part of staff in order to manage collections, vendor should describe that process in full. Any installation, no matter how small or unobtrusive, is considered a download. Downloads are strongly discouraged, but are acceptable, if necessary, in order to access full functionality. Those that require negligible effort on the part of staff are preferred. Entirely web-based workflows are preferred.
2. (Collection Creation) Bulk ingest of objects by collection managers. Allows collection population by upload of multiple items in the same process. Explain the process.
3. (Aggregation) Provides OAI-PMH harvesting by external sources.
4. (Collection Management) Distributed/Local Collection Management. Allows management of collections by local staff. Provides multiple permission levels of individual library staff accounts.

A minimum level is to have accounts with full administrative access to all features, and being able to offer accounts with ownership and/or editing access to specific collections or items. Allowing more fine-grained edit, deletion, and creation limits on items is preferred.

5. (Collection Management) Embargo items. Allows the suppression of one or more digital items while still providing access to the items' metadata.
6. (Data Support) Export Metadata. Allows the export of collection or item metadata.
7. (Data Support) Export Collections. Allows the export of one or more collections for transfer to another system.
8. (Data Support) Import. Allows the import of one or more collections from another similar or dissimilar system.
9. (Data Support) Multiple Image Format Support. Supports standard image formats, including but not limited to TIFF, JPG, JP2, and PNG. List those supported.
10. (Data Support) Multiple Textual Works Format Support. Support standard textual works formats, including but not limited to PDF, TXT, and OCR/hOCR data linked to image file formats. List those supported.
11. (Data Support) Multiple A/V Format Support. Supports standard audio and video formats, including but not limited to MP3, WAV, MPEG, and MP4. List those supported.
12. (Data Support) Hosted - Local data mirror/storage. Provides the capability for redundant systems and data.
13. (Data Support) Ability to apply Create, Read, Update, Delete (CRUD) functions globally by administrators.
14. (Metadata) Qualified Dublin Core metadata. Supports the standard Dublin Core metadata standard.
15. (Metadata) MODS metadata. Supports the standard MODS metadata standard.
16. (Metadata) Custom Metadata Application Profile (MAP). Supports the ability to create custom MAP files.
17. (Metadata) Ability to create unlimited number of custom fields. Ability to suppress display of specific metadata fields from view on the public interface.
18. (Metadata) Ability to display HTML links in metadata fields. Describe the HTML support in the metadata and front-end.

19. (Metadata) OCR/hOCR/Full-Text/HTR Search. Supports the creation, display and searchability of full-text per item-level record. Extracts text from already-OCR'd PDFs. hOCR functionality shows highlighted bounding box over searched-for text. Note whether this is built-in or uses a third-party program. A plus if vendor is developing and/or offering Handwritten Text Recognition (HTR) capabilities within system.
20. (Metadata) Controlled Vocabularies. Supports controlled vocabularies, both system-wide and per collection. When inputting into metadata form, controlled vocabularies have the ability to auto-populate via a dropdown list or when typing.
21. (Metadata) Fields containing dates support the [Extended Date Time Format \(EDTF\) Specification \(Library of Congress\)](#).
22. (Metadata) Geocoding Support. Supports geocoding.
23. (Metadata) AI Technology. Vendor should be versed in AI technology as it applies to digital asset management; a plus if vendor is developing AI technologies including the transcription of A/V materials and/or descriptive metadata creation. Please elaborate on AI technology research and development as applicable.
24. (Migration) Migration Utilities. Supports and provides tools for migration, if needed, from the current locally-hosted Islandora 7 system. Please share instances of previous migrations from an Islandora 7 system if applicable.
25. (Migration) Supports and provides tools for export and migration of one or more collections or an entire repository from the vendor's software platform to other repository platforms.
26. (Migration) Ability to retain persistent identifiers from Islandora 7.
27. (Migration) Able to run off a custom domain owned by HSLC, without inclusion of any vendor or software specific name in the URL.
28. (Preservation) Store master file. Provides the ability to retain, store and access the original images and metadata files either locally or through the cloud.
29. (Preservation) Checksums. Supports checksums for evidence of file data integrity.

IV-4 C. Infrastructure

1. Hosting. HSLC can work with either a locally hosted, cloud hosted, or hybrid solution. The ability to be either cloud or locally hosted is preferred over being restricted to only cloud hosting.
2. Unlimited collection sizes. Supports an unlimited number of collections, and an unlimited number of items in each collection. Indicate if collection size can be dynamically increased.

3. IIIF support. Supports International Image Interoperability Framework protocols.
4. Linked data support. Allows external access to data in standard formats. List supported formats.
5. Hardware/OS Neutral/Portability. Supports multiple platforms (locally-hosted only). List supported platforms.
6. High Availability. Provides 99.9% uptime to public and staff.
7. API Support. Offers the ability to enhance the system using APIs.
8. Robust and scalable platform. Provides a platform that easily supports increased growth.
9. Security profiles (fine-grained access). Offers the ability to assign granular authorization/authentication by collection or collection group.
10. Distributed security. Allow the assignment of privileges by a group manager to collection managers within that group.

IV-4 D. Other Functionality

Describe any other features, options, or services not addressed elsewhere in this document.

IV-4 E. Implementation and Training

1. Provide a proposed implementation timeline for the project including migration steps. This should include an overall timeline for the entire project (assumed to go live no later than January 1, 2026).
2. Document, in detail, the training that will be available for HSLC and library staff to learn how to use and support the systems. Also indicate any available interactive self-training materials. List each course, its length, and the intended audience. Provide a detailed diagram of your proposed training program, keyed to a point in time during the installation schedule. Include the costs for the training in the separate Cost section of your proposal. Include costs for both in-person and online training.
3. Is access to a training server available for collection manager training sessions on demand?
4. What provisions are there for “train the trainer” programs?
5. Does your company support training via videoconferencing?
6. Provide details on the Help capabilities of the system for patrons. How does a user request help? How extensive is the help available? How easy is it to use? Give examples.
7. What online tutorials are proposed for end users?

IV-4 F. Documentation – Provide copies of, or links to all documentation for the proposed system.

IV-4 G. Administration and Management

1. Software Administration

The current DAMS consists of two levels of administration; local and system-wide. HSLC administers the system-wide parameters, and individual libraries that staff the service manage local collections via a staff interface. Vendor should describe and demonstrate experience in providing software and support in this environment.

2. Statistics

Vendor should provide detailed description of the statistics that are generated, gathered, and compiled by the software. Vendor should indicate to what extent the software may be modified to change the statistics gathered. Vendor should describe available statistics for both institutional and system-wide administrative accounts. Describe the method by which statistics are extracted from the program, including any specialized statistics interface. Describe any reports generated by your software, and report formats available.

3. Describe the type of system-level and local activity report(s) your system can generate. Provide examples.

4. Indicate if local or system-wide reports can be scheduled.

5. Indicate how local or system-wide reports are retrieved by users, and if they can be delivered via email to users.

6. Indicate compatibility with Google Analytics, Matomo, or other forms of statistical report systems for gathering usage data.

IV-4 H. Performance

1. Indicate your system's anticipated and guaranteed up-time. Spell out the guarantees in detail, within your sample SLA (Appendix B) including any penalties imposed should these not be met.
2. Provide details on redundancy of the system, including whether a backup system can be deployed (and how quickly) in the event that the primary system goes down.
3. Indicate what level of simultaneous use (including multiple collection managers uploading content) and end user use will impact system performance, and to what degree.
4. Does the operation of the report generator adversely impact performance on live operations of the system?
5. Provide examples of how your company maximizes system up-time, citing current customers.

IV-4 I. System/Software Updates

1. Indicate the typical process for development of new functionality and number of expected improvement releases per year. Note typical scheduled downtime to be expected.
2. Provide the process for submitting and implementing enhancement requests for changes to system functionality.

IV-4 J. Customer Community

1. Provide any information on national or regional user groups for the proposed system.

IV-4 K. Support and Maintenance

1. Speed, reliability, and customer service are of utmost importance in this type of application. If software is hosted or installed remotely, Vendor should supply evidence of product response time and system availability. Vendor should provide a copy of their standard Service Level Agreement, guaranteeing level of system availability, if such a document exists.
2. Detail here your problem resolution process. During what hours is support available? How do you charge for support outside of normal business hours? How responsive will the support be, and will you put this in a contract? What means are used to access support (e.g. toll-free telephone, e-mail, web page, online help desk, etc.)? Be sure to detail costs as part of Section II-5 of the proposal.

IV-4 L. Security and Backup of Data

1. Describe security levels and password protection employed to restrict access to records or functions.
2. Confirm where deployment of SSL/TLS or HTTPS secure transactions occurs in your system.
3. Define what operating system updates and patches are to be performed by HSLC vs. your company.
4. The system must provide for continuous backup of all transactions, so that completed transactions are not lost.
5. Define the period of time statistical and log data is retained.
6. Confirm whether all or parts of the system continue to be available for access during the backup procedure.

IV-4 M. COPYRIGHT

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

PART V
SMALL DIVERSE BUSINESS PARTICIPATION
SUBMITTAL

V-1. Small Diverse Business General Information.

The Issuing Office encourages participation by Small Diverse Businesses, 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 Diverse 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;

The business may not exceed three-year average gross revenues of \$38.5 Million, regardless of business type. (Effective 11/1/2018)

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 Appendices A and E to confirm the Small Diverse Business form has been included in the Offeror's proposal.

APPENDIX A

PROPOSAL COVER SHEET (REQUIRED)

The proposal of the Offeror identified below for the above-referenced RFP is submitted electronically comprises separate files for General and Technical requirements and Cost.

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	
General Requirements	
Technical Submittal	
Small Diverse Business Submittal (optional)	
Cost Submittal	

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

Signature: _____

Printed Name _____

Title _____

APPENDIX B

SAMPLE CONTRACT SERVICE LEVEL AGREEMENT

Include your sample contract and/or SLA here.

APPENDIX C

SYSTEM SUMMARY AND STATISTICS

POWER Library's PA Photos & Documents service currently consists of the Islandora 7 software running on Ubuntu machines in a locally-hosted environment. Public access and searching is available via the POWER Library Portal (www.powerlibrary.org/collections) or directly via the system. Staff access is available through a web-based interface.

digitalarchives.powerlibrary.org

This system supports over 100 participating institutions, houses over 382 active collections, and uses approximately 25-32 TB of disk space. Special collections content includes newspapers, yearbooks, photographs, postcards, posters, correspondence, books, archival materials, maps, audio and video files. The smallest collection contains one object. One of the largest collections, a local newspaper, contains 5,944 compound objects with 169,880 associated images and uses 737GB of disk space.

For the period Jan 1, 2024 – Dec 31, 2024, this system received the following usage:

Users:	121,350
Sessions:	164,443
Pageviews:	662,898

APPENDIX D

COMMONWEALTH TERMS AND CONDITIONS

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/>

APPENDIX E

HSLC 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 May 1, 2025 ("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

The term of this Agreement will be for one year commencing upon July 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 four (4) 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 Attention:

Susan Banks, Deputy Secretary & Commissioner for Libraries

607 South Drive

Harrisburg, PA 17120

If to Provider: (complete your information)

Vendor Name _____

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]

APPENDIX F

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 _____

Year One

% of actual Contract Spend Committed _____

Estimated \$ value of Commitment \$ _____

Year Two

% of actual Contract Spend Committed _____

Estimated \$ value of Commitment \$ _____

Year Three

% of actual Contract Spend Committed _____

Estimated \$ value of Commitment \$ _____

Year Four

% of actual Contract Spend Committed _____

Estimated \$ value of Commitment \$ _____

Year Five

% of actual Contract Spend Committed _____

Estimated \$ value of Commitment \$ _____

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