



**REQUEST FOR PROPOSALS  
# CODE20260130  
CUSTOM CODING SERVICES FOR POWER LIBRARY**



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](mailto:phillips@hslc.org) [www.hslc.org](http://www.hslc.org)

ISSUED ON  
January 30, 2026

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## RFP TIMELINE

RFP Issue Date	January 30, 2026
Pre-proposal Conference (virtual)	February 11, 2026 1-3 PM (EST)
Proposal Due Date	March 13, 2026 5 PM (EST)

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

Mailed proposals - Offerors are strongly encouraged to use a delivery system with tracking to assure delivery by the required due date. Electronic copies on flash drives may accompany your mailed proposals.

Electronic proposals are to be emailed to [phillips@hslc.org](mailto:phillips@hslc.org) no later than March 13, 2026 5 PM (EST). 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	March 16 – April 15, 2026
Award Date	May 1, 2026
Go Live Target Date	July 1, 2026

## RFP DEFINITIONS

Academic Institutions	Pennsylvania College or University
Authentication	Process to verify access for a user, device or system
DGS	Pennsylvania Department of General Services
E-resources	Online products or Database subscriptions
HSLC	Hosting Solutions and Library Consulting (Issuing Office)
OCL	Office of Commonwealth Libraries
Offeror	Vendor submitting a proposal
PDE	Pennsylvania Department of Education
PL Code	POWER Library Account Code
POWER Library	<u>P</u> ennsylvania <u>O</u> nline <u>W</u> orld of <u>E</u> lectronic <u>R</u> esources
SBE	Small Business Enterprise
SDB	Small Diverse Business
Services Agreement	Final executed contract document
SBE/MBE/WBE	Small/Minority/Woman-owned Business Enterprise

## PART 1 GENERAL INFORMATION

### 1.1 PURPOSE

This request for proposals (RFP) provides information to enable offerors 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 services to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

### 1.2 ISSUING OFFICE

HSLC has issued this RFP on behalf of OCL. 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](mailto:phillips@hslc.org), with the Subject: 2026 Custom Coding RFP.

### 1.3 OVERVIEW OF SERVICES REQUESTED

HSLC seeks proposals for custom coding solutions within POWER Library. Product demonstrations may be required.

For the purposes of this RFP, the terms Offeror, Contractor, and Provider and Vendor are used interchangeably.

Solutions proposed will be evaluated on their ability to deliver the objectives within this RFP. Vendors must provide solutions to **all** of the coding needs expressed within this RFP, or very clearly specify which solutions can or cannot be provided. The selected solutions must be flexible, efficient, intuitive, easy to use, and easy to maintain and sustain. Proposals will be rated on all of these factors. See Part 4 for the detailed Work Statement.

### 1.4 SUMMARY OF SOLUTIONS REQUESTED

HSLC seeks services and solutions to support POWER Library with the following functionality, all of which are currently available. While HSLC prefers bundled solutions where feasible, proposals for separate systems that can integrate and interoperate will also be considered. Please see Part 4 for additional information regarding each.

- **E-Resource Authentication System** – The proposed system must authorize/authenticate users for access to subscription-based content provided by differing content vendors, and as such, must preserve the authorization as users browse e-resources across differing vendors. The proposed system must provide access to users within an authorized location (IP address access), to users via a library card number (remote authentication), and to users via Single Sign-On (SSO). POWER

Library currently uses IP Authentication, User ID/Password, and Referral URL methods to authenticate users and/or provide access to e-resources. The proposed system may be required to authenticate a single library code, or multiple library codes. HSLC seeks to streamline, simplify, and increase security for authentication.

- **E-card Registration System** – The proposed system must allow users to register for an e-card, verify the user is a resident of Pennsylvania, issue a unique library card number with a pre-defined prefix, and provide email notifications to users with their registration status. Additional functionality such as the ability for a user to renew or recover their e-card number is required. System activities should occur in real-time.
- **E-card User ILS/Store** – The proposed system will, whether an ILS or other data store, comprise successful e-card registrants. This system may be used to provide real-time confirmation that an e-card user is a valid user for access to e-resources. The system should include API, SIP2, or other functionality to interact with other products/systems, such as an e-newsletter platform, and OverDrive, for example.
- **E-Book Catalog** – The proposed system should be an OPAC that includes the MARC records of all e-books contained in POWER Library. The system must be searchable, and provide authenticated users with direct access to e-book titles held within differing vendor platforms.
- **User-Generated Statistics System** – The proposed system will aggregate raw data on usage of all database subscriptions on a monthly basis, and include an interface that provides on demand, user-generated statistics on use by their library's PL code. Statistics shall include Sessions (logins), Searches, and Items Examined.
- **E-Newsletter Platform (optional)** – The proposed system must be a mature, robust solution that supports newsletter creation and distribution, user and audience segment management, and, if necessary, integrates with the e-card Registration System and/or the e-card User ILS/Data Store.

## 1.5 BACKGROUND

The Pennsylvania Online World of Electronic Resources (POWER) Library project ([www.powerlibrary.org](http://www.powerlibrary.org)) is available to Pennsylvania's public libraries, school libraries, academic libraries, and library users. POWER Library includes both subscribed and perpetually licensed content. POWER Library has been in existence since 1999.

POWER Library offers a statewide catalog, Chat with a Librarian reference service, 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.

This RFP focuses on solutions related to access to e-resources. HSLC is soliciting proposals from qualified offerors to provide custom coding solutions that:

- provide access to and statistics for e-resource subscription content for Pennsylvanians, and
- offer an e-card registration system to manage POWER Library e-cards.

POWER Library provides free access to electronic resources for the citizens and visitors of Pennsylvania. Services will be provided to the estimated 4.8 million registered library card holders through roughly 500 public library facilities, which will need both in-house and remote account numbers. In addition, POWER Library has issued over 25,000 e-cards, separately from local libraries.

As of August 2025, there were nearly 3,000 school, public and academic libraries with authorized e-resource users participating in the POWER Library project, which also encompasses approximately 1.6 million K12 school students in the Commonwealth. In most cases, academic institutions are **not** considered authorized users of subscribed e-resource content. The proposed solution for authentication should offer geolocation methods that have the ability to include or exclude specific institutions.

## **1.6 PRE-PROPOSAL CONFERENCE**

HSLC will offer a virtual pre-proposal conference to provide additional information or answer questions about existing solutions.

## **1.7 QUESTIONS & ANSWERS**

Offerors must submit a letter of intent for an invitation to the pre-proposal conference. If an Offeror has any questions regarding this RFP *following the conference*, the Offeror must submit the questions by email to HSLC to the attention of Maryam Phillips at [phillips@hslc.org](mailto:phillips@hslc.org) no later than February 18, 2026 by 5 PM (EST). Use Return Receipt to confirm delivery of emailed questions. Answers will be provided to all Offerors via the HSLC website by February 27, 2026 at 5 PM.

## **1.8 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/coding-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-10.

## **1.9 RESPONSE DATE**

To be considered for selection, electronic proposal submissions 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.

## **1.10 TYPE OF CONTRACT**

It is expected 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 set forth in this document. 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.

## **1.11 LIMITED OR NON-AWARD**

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.

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.

## **1.12 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.

## **1.13 PROPOSAL REQUIREMENTS**

### **A. Proposal Submission**

Scoring totals will be performed for Offerors that submit a complete response to the Issuing Office, using the format provided in Section I.13.B, by 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 Appendix F.

Submissions that are not emailed or do not use a file transfer method, must be on CD, DVD or Flash drive in Microsoft Office or Microsoft Office compatible format and any spreadsheets must be in provided 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. Electronic signatures are acceptable. If an official manually signs the Proposal Cover Sheet (Appendix B 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 (Parts 3 and 4).** Offerors should not reiterate technical information in the cost submittal. Each electronic proposal shall consist of the following separate electronic files:

1. General Requirement affirmations (from Part 1)
2. Technical Submittal, in response to RFP Parts 3 and 4;
3. Cost Submittal; and
4. Small Diverse Business Participation Form, in response to RFP Part 5.

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.

## **1.14 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.

## **1.15 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.

## **1.16 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.

## **1.17 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.

## **1.18 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, except to comply with state or federal law related to disclosure. 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. Pursuant to the Commonwealth of Pennsylvania terms and conditions as expressed in HSLC's Grant agreement and included as Appendix D, this RFP and any Offeror submissions are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, as defined in Section 1.26 below.

## **1.19 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 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 2 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.

## **1.20 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 Office of Commonwealth Libraries.

## **1.21 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.21. 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.

## **1.22 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 July 1, 2028, 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 after July 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. At the conclusion of a five year period, HSLC may exercise its right to transition to year-to-year annual renewals.

### **I-23. 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's Grant agreement and included as Appendix E, and as explicitly referenced on the HSLC website here: <https://hslc.org/about/doing-business-with-hslc/>

#### **1.24 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.

In addition, all vendors are required to comply with the Terms and Conditions imposed by the Commonwealth of Pennsylvania, as referenced above and in Appendix D.

#### **1.25 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. The Commonwealth of PA Standard Terms and Conditions;
2. HSLC Master Services Agreement
3. The RFP as supplemented by the Response except when inconsistent with the RFP; and
4. Provider's contract/agreement

#### **1.26 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.

#### **1.27 RIGHT TO KNOW LAW**

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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.

## **1.28 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). Award may be subject to execution of an HSLC Master Agreement for services.

## **1.29 DEBRIEF 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.

## **1.30 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 2 CRITERIA FOR SELECTION**

### **2.1 MANDATORY RESPONSIVENESS REQUIREMENTS**

To be eligible for selection, a complete proposal, which responds to all required affirmations, must be timely received from an Offeror and properly signed by the Offeror.

### **2.2 TECHNICAL NONCONFORMING PROPOSALS**

The two (2) Mandatory Responsiveness Requirements set forth in Section 2.1 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.

### **2.3 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 totals for the full five-year term will be heavily factored.

### **2.4 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.

### **2.5 EVALUATION CRITERIA**

The following criteria will be used in evaluation of proposals. Criteria will reflect the underlying principles expressed in Parts 1-4.

**A. Understanding of Requirements (up to 15 points)**

1. Proposal adequately demonstrates the ability to provide:
  - a. As many of the requested solutions in one package as is possible
  - b. Ability to locally brand the product(s)
  - c. Availability to a large number of simultaneous users
  - d. Capacity to handle the projected demand of simultaneous users
  - e. A flexible and realistic migration/implementation timeline

B. Technical Requirements (up to 25 points)

Emphasis here will focus on the technical approach for providing solutions of the size and scope specified, for providing a complete range and functionality, and for managing the services provided. Ability to interface with other vendors via standard NISO protocols will be important. Of equal importance is whether the approach is completely responsive to all the written specifications and requirements contained in the RFP, and communicated at the Pre-Proposal conference. Proposals that address all, or most, of the requirements will receive more favorable consideration.

C. System Support (up to 10 points)

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

D. External Evaluators (up to 10 points)

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

E. Cost (up to 40 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.

F. Small Diverse Business (up to 10 points)

HSLC supports 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.

**PART 3 TECHNICAL SUBMITTAL**

Respond to each requirement using the correlating section numbers

**3.1 STATEMENT OF THE PROJECT ELEMENTS**

State in succinct terms your understanding of the project elements presented in this RFP.

**3.2 QUALIFICATIONS****A. Company Overview**

Provide an overview of your company and how your organization will support the solutions or services provided. 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.

**B. Prior Experience**

Include experience in providing software solutions you are proposing. Offerors shall provide 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).

Similar completed work must be identified with the name of the customer, 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.

**C. Personnel**

Identify the personnel in your organization whose expertise and leadership are key to delivering the services or solutions required by this RFP.

**3.3 WORK PLAN**

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

**3.4 EVALUATION TRIAL**

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.

### **3.5 PERSONALLY IDENTIFIABLE INFORMATION**

Offeror shall describe security and protection for any personal accounts created or patron data stored on your system.

### **3.6 SERVICE/SOLUTION DESCRIPTIONS**

Provide narrative descriptions of your product functionality in the following areas. If you do not offer options, please so note.

- A. E-resource authentication system
- B. E-card registration system
- C. E-card ILS
- D. E-book Catalog
- E. User-generated Statistics System
- F. E-newsletter for E-card patrons (optional)

### **3.7 DISCOVERY SERVICE COMPATIBILITY**

Offerors shall note the discovery services with which their ILS 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 separate cost. 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.

### **3.8 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). HSLC must be notified at least 5 business days in advance of scheduled downtime, in order to notify end-users of same.

### **3.9 BRANDING**

Solutions must allow POWER Library branding within the product.

### **3.10 AUTHENTICATION FOR AUTHORIZED USERS**

There are nearly 3,000 participating POWER Library libraries for which user accounts may be required, including remote accounts for public libraries. Currently, users access online subscriptions through IP authentication for on-site use or via Library Card Number for remote access. In addition, Single Sign-On

(SSO) integrations are in place using Google, ClassLink, Clever, and a few non-Google SAML implementations, all of which rely on the remote access method. Note also that a referral URL method is used for the E-Book Catalog E-Resource, allowing already authenticated users to access e-books directly on the platforms where they are hosted.

Selected Offeror(s) must accept, support, and clearly describe the requirements for connecting through all of these access methods. See Part 4 for a complete list of current authentication methods used to access POWER Library subscription services.

While POWER Library does not currently use geolocation or geofencing, Offeror(s) must be able to provide this capability as an option should it be required in future years of the contract.

### **3.11 COST DATA**

The price section of your 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.**

## PART 4 TECHNICAL REQUIREMENTS

### 4.1 E-RESOURCE AUTHENTICATION

HSLC currently uses multiple authentication methods. Our preference is to avoid requiring users to create accounts or provide personally identifiable information as part of the authentication process. Our overarching goal is to provide authorized Pennsylvania residents with access while minimizing user effort. Proposals are encouraged to offer authentication options that support this objective. At this time, our approaches include authentication tied to a specific library location, access via a library card number, or in conjunction with the use of existing authentication provided by another authorized institution through single sign-on (SSO). Please see A-C for additional details on our current approaches.

Authorized institutions are assigned a unique code (PL code) for identification and statistical usage data collection and reporting. The proposed system may be required to authenticate a single library code or multiple library codes.

More about PL codes:

**At present**, 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 PLnnnnR 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>>

#### A. IP Address Validation

This method is used for users accessing from within the physical location of a participating institution. Currently, an IP address is matched against a database of participating institutions' IP addresses. If the IP address is a match, then the user is provided access to the selected e-resource. The preferred configuration shall not require users to enter a library card number when authenticated internally. If the IP address is not a match and/or the location is not a participating institution, then option B., Library Card Number Validation is invoked.

#### B. Library Card Number Validation (Remote Access)

This method applies to all users accessing an e-resource remotely, including our SSO implementation (please see below for additional information). If IP address validation fails, the user is prompted to enter a library card number. The number must comply with the established barcode rules that grant access based on Pennsylvania public library card number construction. For e-card users, the full library card number is verified directly through the e-card ILS.

In addition to library card number and e-card validation, Single Sign-On (SSO) authentication is available for participating K12 public school districts via ClassLink, Clever, or Google, as well as for two non-Google SAML implementations. SSO is also offered to independent Pennsylvania K12 schools. SSO authentication is currently delivered through an in-house HSLC-built middleware that integrates with

the remote authentication system. Offerors may propose vendor-provided SSO solutions or options that are compatible with HSLC's existing middleware implementation.

C. Single Sign-On (SSO) (modified version)

HSLC offers SSO for K12 school students who have already authenticated with their school accounts. HSLC provides access from those corresponding schools to content providers via connections initiated with Google, Clever, ClassLink, and two non-Google SAML implementations. Offers for alternate SSO implementations are welcomed.

#### **4.2 E-CARD REGISTRATION SYSTEM**

Not all Pennsylvanians have access to a local public library to obtain a library card. Pennsylvanians who do not have access to a local public library, or otherwise deem it necessary to obtain an e-card, may apply for a POWER Library e-card to access the electronic database subscriptions in POWER Library.

Users input their request for an e-card on this registration page: <https://powerlibrary.org/about/e-card/>

The registration system provides forms for minors and adults, performs a residency verification check in real-time, and if approved, issues a confirmation via email. Successful e-card registrant data is stored in an ILS. E-cards are valid for 2 years, upon which an automated renewal process is initiated 30 days prior to the expiration date. The automated renewal process attempts to confirm residency status, and issues a notification via email to the e-card holder to confirm or deny the renewal. E-card holders that are denied a renewal must contact HSLC to provide documentation verifying residency.

A process is in place for users whose registration is denied, to provide HSLC with documentation that verifies residency. Once provided, a link to a separate override form is then communicated to the user for e-card registration. (The override form bypasses the automated residency verification check.)

In full, the proposed e-card system should comprise:

- **E-Card Registration:** Separate registration forms for adults and juveniles, with ability to select a PIN.
- **E-Card Retrieval:** Functionality for patrons to retrieve their existing e-card information.
- **Auto-Renewal:** Functionality for patrons to renew their e-card expiration date.
- **Residency Verification:** Automated verification confirming registrants are residents of Pennsylvania.
- **E-Card Registration Bypass:** A form allowing registration for patrons who have manually provided residency verification (i.e., not processed through automated verification).
- **Statistical Reporting (Registration):** Reporting tools for registration metrics, including successful registrations, rejections, and related activity.
- **Statistical Reporting (User):** Reporting capabilities for patron counts by patron type and status over defined timeframes.

The current e-card registration system is managed within our e-newsletter platform. Please see section 4.6 for information about the newsletter platform.

#### **4.3 E-CARD ILS**

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HSLC requires an ILS product that can accurately and securely maintain the successful e-card user registrations. There are currently over 25,000 POWER Library e-card registrants. This system will be used to track expirations, manage renewals, and allow users to reset or request their passwords/PINs.

Should the proposed system not comprise the e-card registration system and/or newsletter platform, it must allow for:

- The export of user data for use with e-newsletter distribution, and
- Real-time, automated data exchange between the Registration System and ILS without manual intervention

#### **4.4 E-BOOK CATALOG**

POWER Library obtains e-content from a variety of vendors. As a result, we have made all e-book titles searchable from a single e-book catalog. This RFP requests an OPAC product to which all the available MARC records for e-books and audio-books may be uploaded for users to search, and then connect with the corresponding content provider. The current system uses a referral URL method to deliver patrons directly to an e-book title within differing vendor platforms.

A product that has a method for integration with external discovery layers is desired.

#### **4.5 USER-GENERATED STATISTICS SYSTEM**

Each month vendors provide HSLC with usage statistics by Logins, Searches, and Items Examined. HSLC formats and uploads that data to the vendor hosting the reports interface on a monthly basis. The vendor processes the data, allowing POWER Library to offer participating libraries on demand, user-generated reports for their PL codes. Reports may be run for an individual library or a group of libraries. Reports provide usage by customizable date ranges and usage type, separated by content provider. Report output is issued on screen or provided in downloadable Excel or PDF files. Users may also schedule reports for automatic email delivery on a monthly basis.

#### **4.6 E-NEWSLETTER FOR E-CARD PATRONS (OPTIONAL)**

HSLC publishes regular e-newsletters for both library workers and the general public. Currently, more than 3,300 library workers subscribe to Access Pennsylvania News, and over 40,000 general library users receive POWER Library News.

The newsletter platform must support both automated and scheduled communications, including:

- **Automated Emails:** System-generated messages such as registration confirmations, failure notices, or other transactional notifications.
- **Scheduled Emails:** The ability to send messages to specific patron segments on a scheduled basis (e.g., outreach or informational newsletters).
- **Newsletter Functionality:** The platform must support the creation of newsletter style emails with a large variety of options for creating attractive emails.
- **Patron Account Management:** The platform must support the ability to manage patron accounts and information included such as e-card number, address, segments, newsletters, etc.

- **Statistical Reporting:** Reporting tools for email performance metrics, including delivery rates, open rates, and link click-throughs.

A platform that can interface with the proposed ILS is desired.

## **PART 5 SMALL DIVERSE BUSINESS SUBMITTAL**

### **5.1 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)

### **5.2 SMALL DIVERSE BUSINESS PARTICIPATION CREDIT**

For credit in the RFP scoring process, a Small Business must complete the DGS 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 Part 5 and Appendix F to confirm how to include Small Diverse Business participation in the Offeror's proposal.

**APPENDIX A**  
**INTENT TO RESPOND FORM**

HSLC will hold a virtual pre-proposal conference to share additional information and answer questions about the RFP requirements. In order to attend the pre-proposal conference, offerors must complete this Intent to Respond form.

In compliance with the requirements of the Hosting Solutions & Library Consulting's RFP for custom coding services, the following individual or business hereby indicates intent to submit a proposal:

Company \_\_\_\_\_

Contact (Name) \_\_\_\_\_

Address \_\_\_\_\_

City, State Zip \_\_\_\_\_

Email \_\_\_\_\_

**This form must be emailed to [phillips@hslc.org](mailto:phillips@hslc.org) no later than 5:00 P.M. (EST) on February 10, 2026.  
Use a Return Receipt to confirm delivery.**

An invitation to the pre-proposal conference will be emailed to the contact person referenced above. This link may be shared with other company representatives, but please limit your company's participation to three (3) or less people.

This conference will not be recorded.

**APPENDIX B**  
**PROPOSAL COVER SHEET**  
**HSLC CUSTOM CODING RFP**

<b>OFFEROR INFORMATION</b>	
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	

AUTHORIZATION by an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal. Electronic signatures are acceptable.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**APPENDIX B**  
**PROPOSAL ELEMENTS**

**Does your proposal include:**

Intent to Respond (optional)  Yes  No

Cover Sheet (required)  Yes  No

Agreement with General Information Requirements (Part 1)  Yes  No

*If you check no, you are required to state your objections to the specific requirement(s)*

Technical Submittal (Part 3) using RFP numbering for responses  Yes  No

Technical Solutions Included (Part 4)

1. E-Resource Authentication	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. E-card Registration System	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. E-card ILS	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4. E-book Catalog	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5. User Generated Statistics System	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6. E-newsletter	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Small Diverse Business Relationship (Appendix F) (optional)  Yes  No

Acceptance of HSLC Master Services Agreement  Yes  No

*If you check no, you are required to state your objections to the specific requirement(s)*

Your Artificial Intelligence responses (Appendix G)  Yes  No

Your Sample Services Agreement (Appendix H)  Yes  No

Your Cost Submittal **as a separate file/sealed document**  Yes  No

## APPENDIX C

### HSLC MASTER SOFTWARE SERVICES AGREEMENT

This Master Software Services Agreement (“Agreement”) is entered into as of [Effective Date] by and between Hosting Solutions and Library Consulting (“HSLC”), with a principal place of business at 3600 Market Street, Suite 550, Philadelphia, PA and [Vendor Legal Name], with a principal place of business at [Address] (“Provider”).

#### **1. Scope of Services**

Provider shall perform the software and related services described in HSLC’s Request for Proposal [RFP Title/Number, Date] (“RFP”), attached hereto as Exhibit A, and Provider’s final winning proposal dated [Date] (“Proposal”), attached hereto as Exhibit B. The RFP and Proposal are incorporated into this Agreement by reference and collectively define the “Services” and “Deliverables.”

#### **2. Order of Precedence**

In the event of a conflict, the order of precedence applies as stated in the RFP.

#### **3. Term and Termination**

This Agreement begins on the Effective Date and continues as specified in the RFP, unless earlier terminated. 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. HSLC may terminate this Agreement at any time if the Commonwealth terminates HSLC’s Grant Agreement for any reason, including, but not limited to, the nonavailability of sufficient funds (state and/or federal).

#### **4. Fees and Payment**

Fees shall be as set forth in the Proposal. 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, 2026. Unless otherwise stated, invoices are payable within 30 days of receipt. No fees are owed except as expressly stated in the Proposal.

#### **5. Intellectual Property**

Except as stated in the Proposal, each party retains ownership of its pre-existing intellectual property. Upon full payment, HSLC shall have a perpetual, non-exclusive, royalty-free license to use the Deliverables for its business purposes.

#### **6. Warranties**

Provider warrants that the Services will be performed in a professional and workmanlike manner and that it has the authority to enter into this Agreement.

#### **7. 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 the Office of Commonwealth Libraries actually transfers to HSLC under its Grant Agreement for the Services. Provider has no recourse against any other current or future assets of HSLC.

## **8. Independent Contractors**

The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, or employment relationship.

## **9. No Assignment**

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

## **10. 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](mailto: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](mailto:morgen@cheshirenonprofitlaw.com)

If to Provider:

[VendorName]  
Attention: \_\_\_\_\_  
[Address]  
[City, State, Zip Code]  
[E-Mail]

## **11. Governing Law**

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to conflict of laws principles.

**12. Entire Agreement**

This Agreement, together with the RFP and Proposal, constitutes the entire agreement between the parties and supersedes all prior discussions or agreements relating to the subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Hosting Solutions and Library Consulting

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

[PROVIDER LEGAL NAME]

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

**APPENDIX D**  
**COMMONWEALTH TERMS AND CONDITIONS**

The Offeror acknowledges that HSLC is bound to comply with the Commonwealth's Standard Terms and Conditions, Grant Version (Revised – 10/1/2023) as may be amended from time to time, and that:

- Offeror must assume toward HSLC all of the obligations, risks, and responsibilities that HSLC has assumed, and
- Offeror agrees to comply with all requirements imposed upon HSLC and HSLC's contractors.

**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:

- 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.
- 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.

- 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.
- 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.
- 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:

- “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.
- “Grantee” means the individual or entity, that has entered into this agreement with the Commonwealth.
- “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.
- “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.
- “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. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, as may be amended, 4 Pa. Code §7.153(b), apply.
- “Non-Solicitation Award Process” means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

##### b. **Representations and Warranties.**

- **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.

- **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.
- **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:

- maintain the highest standards of honesty and integrity.
- take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
- 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.
- 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.
- 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.

- comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
- 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.
- 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:

- 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.
- 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.
- 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 be 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 provisions, 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.**
  - 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.
  - 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 Commonwealth obligations, or if it or, to the best of its knowledge, any of its 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:
  - 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

- 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.

d. **Reimbursement**

- **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.
- **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.

## APPENDIX E

### SYSTEM SUMMARY AND STATISTICS

#### AUTHENTICATION

*Target vendors and subscriptions:*

- EBSCO
  - AP Newsroom
  - Auto Repair Source
  - GreenFile
  - Library and Information Science and Technology Abstracts
  - Small Engine Repair Source
  - My Heritage Library Edition
  - EBSCO E-books (perpetually licensed)
  - Ebony Magazine Archive (perpetually licensed)
  - Science Reference Source
  - Teacher Reference Center
  - U.S. News and World Report (perpetually licensed)
- Encyclopaedia Britannica
  - Britannica Early Elementary
- Cengage Learning (Gale)
  - Gale In Context: Elementary
  - Gale In Context: Middle School
  - Gale OneFile: High School Student Edition
  - Gale Academic OneFile Select
  - Gale Health and Wellness
  - Gale OneFile News
  - Gale Ebooks (perpetually licensed)
  - Introduction to U.S. History: The American Revolution (perpetually licensed)
  - Introduction to U.S. History: The Civil War (perpetually licensed)
  - Introduction to U.S. History: Slavery in America (perpetually licensed)
  - National Geographic Magazine Archive (perpetually licensed)
- HSLC – Contemporary Authors (locally hosted)
- OverDrive (the only e-resource requiring a user PIN)
- ProQuest
  - SIRS Discoverer K12
  - SIRS Discoverer Public Library
  - ProQuest Ebooks (perpetually licensed)
- Scholastic
  - Bookflix
- Transparent Language
  - Transparent Language Online

## **AUTHENTICATION** (continued)

Number of PL Codes Assigned: 4,525

Number of PL Codes in Use: 3,150

Current vendor Soutron Global (Auto-Graphics)

## **E-CARD REGISTRATION**

Number of e-card holders 26,304

Number of forms in use 4 (Adult and minor registration forms, Forgot (recover my e-card) form, and an Override form for patrons who manually confirm residency)

Current vendor Springshare (Patron Point)

## **E-CARD ILS**

Current vendor Soutron Global (Auto-Graphics)

## **E-BOOK CATALOG**

Vendor platforms for content EBSCO, Gale, ProQuest, OverDrive

Number of bibliographic records 26,834

Current vendor Soutron Global (Auto-Graphics)

## **USER-GENERATED STATISTICS**

Number of years stored 2018-present

Statistics reported Sessions, Searches, Items Examined

Current vendor Soutron Global (Auto-Graphics)

## **E-NEWSLETTERS**

Number of e-newsletters 2 (Access PA and POWER Library News)

Frequency of delivery Weekly, monthly, and as needed

Current vendor Springshare (Patron Point)

Number of subscribers 68,785

**APPENDIX F**  
**SMALL DIVERSE BUSINESS (SDB) PARTICIPATION SUBMITTAL**

**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 Phone \_\_\_\_\_

Primary Contact Email \_\_\_\_\_

% of actual Contract Spend Committed \_\_\_\_\_ %

Estimated \$ value of Commitment \$ \_\_\_\_\_

## **APPENDIX G**

### **USE OF ARTIFICIAL INTELLIGENCE**

Do your company use A.I. in the products or services you have proposed?

YES       NO

If yes:

- Which AI model(s) do you use?
- What are the primary A.I. applications incorporated into your software, products, or services?
- Is A.I. used to create and provide content for users? If yes, please describe.
- Do you have a system in place to ensure quality assurance of A.I. generated content? If yes, please describe.
- Can A.I. features be turned off, limited, or configured?
- Do you conduct regular security audits of your AI components?

#### **A.I. TRAINING AND DATA HANDLING**

Do you intentionally provide data to A.I. training?

YES       NO

If yes:

- What type of data are used, shared, or provided?
- What are your privacy and anonymization policies for user data?
- What are your data retention policies?
- Can A.I. data sharing be turned off, limited, or configured?

#### **REGULATORY COMPLIANCE**

How do you ensure A.I. compliance with state and/or federal regulations?

#### **THIRD-PARTY VENDOR PRACTICES**

What policies or safeguards do you have in place when working with third-party vendors who use A.I. tools?

**APPENDIX H**  
**VENDOR SERVICES AGREEMENT**

Attach your services agreement to your proposal.