



## **REQUEST FOR PROPOSALS**

**# ILL20260130**



## **RESOURCE SHARING 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

## **CONTENTS**

- Part 1 – General Information
- Part 2 – Criteria for Selection
- Part 3 – Technical Submittal
- Part 4 – Technical Requirements
- Part 5 – Small Diverse Business Participation Submittal

## **APPENDICES**

- Appendix A – Proposal Cover Sheet
- Appendix B – HSLC Master Software Services Agreement
- Appendix C – Commonwealth Terms and Conditions
- Appendix D – System Summary and Statistics
- Appendix E – Small Diverse Business Participation Submittal
- Appendix F – Use of Artificial Intelligence
- Appendix G – Vendor Services Agreement
- Appendix H – Vendor VPAT

## RFP TIMELINE

RFP Issue Date January 30, 2026

Proposal Due Date February 27, 2026 5 PM (EST)

Three hard copy proposal sets are to be mailed 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 February 27, 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 1 – March 16, 2026

Award Date March 20, 2026

Contract Negotiation/Finalization March 21 – March 30, 2026

Migration/Implementation/Training April – June 2026

Go Live Target Date July 1, 2026

## RFP DEFINITIONS

DGS	Pennsylvania Department of General Services
HSLC	Hosting Solutions and Library Consulting (Issuing Office)
ILL System	Software that facilitates borrowing and lending among libraries
OCL	Office of Commonwealth Libraries
Offeror	Vendor submitting a proposal
PDE	Pennsylvania Department of Education
POWER Library	Pennsylvania <u>O</u> ne <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
Statewide Catalog	Online catalog of PA public, school and academic library collections
VPAT	Voluntary Product Accessibility Template

## **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 ILL RFP.

### **1.3 OVERVIEW OF SERVICES REQUESTED**

HSLC seeks proposals for shared library management services to serve as vital components within the full integration of all statewide library services (POWER Library). Proposals are sought for a physical and/or virtual statewide catalog of holdings, and software that enables resource sharing of those holdings. Product demonstrations may be required.

For the purposes of this RFP, shared library management system shall be a term inter-changeable with what is traditionally recognized as integrated library software or union catalog, and resource sharing system shall be a term inter-changeable with inter-library loan management and delivery software. Offeror, Contractor, and Vendor are also used inter-changeably within this RFP.

Solutions proposed will be evaluated on ability to deliver the objectives within this RFP. The selected solutions must be flexible, efficient, reliable, intuitive, easy to use, and easy to maintain and sustain. Proposals will be rated on all of these factors. See Part 4 for the Technical Requirements.

#### *Flexibility*

- System must comply with all NISO standards including compliance with Section 508 for ADA accessibility.
- System shall provide inter-operability with other vendor's ILS systems.
- System must allow configuration by HSLC to customize the user experience.

- System must be able to incorporate functionality which is important to transfer from the current systems. (see Part 4)
- System must operate effectively on a variety of platforms, whether computer-based or mobile.
- System will be required to interact with a discovery layer to be implemented at a future date by either the offeror or a different vendor.

#### *Efficiency and Reliability*

- System is expected to be operational 24/7/365 with redundancy and reliability measures that prevent service interruptions.
- System must deliver consistent high performance to users with all types of internet connections whether high-speed or not.
- System must offer ability to index and display records using all current content, display, and coding standards, including hybrid AACR2/RDA records.
- System must be able to load a minimum of 500,000 records from participant libraries daily in order to maintain an up-to-date catalog of holdings.
- System must offer real-time update connections to libraries with collections over 250,000 bibliographic records.
- Shared catalog system must demonstrate de-duplication and authority control features.

#### *Intuitiveness*

- System must offer user-friendly interface for staff and the general public, including the ability to integrate with social networking tools.
- A staff training system/sandbox is to be included.
- System must provide an easy-to-find and easy-to-use Help section.
- System must employ built-in reporting capabilities that are easy to navigate and customize for library collection of data.
- System must provide easily accessible documentation on features and functionality.
- Vendor shall describe features that serve younger users effectively in an engaging manner.

#### *Maintenance*

- Shared catalog System should be proposed as a vendor-hosted solution.
- Resource sharing System shall offer web-based and print-based processes for requests.
- System shall not require high levels of technical expertise to use or manage.
- Vendor shall offer strong methods of support that include both online ticketing and personal support representatives, with clearly defined response and escalation procedures.

### *Sustainability*

- System must remain affordable to own and operate, with multi-year pricing provided.
- System should not charge extra fees for services that connect it to other systems.
- Vendors shall clearly price costs for migration and export of existing data (i.e. one-time costs)

## **1.4 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.

HSLC is soliciting proposals from qualified offerors to provide its shared library management and resource sharing systems for the ACCESS PENNSYLVANIA / POWER Library project, which includes an online union catalog which facilitates interlibrary lending for nearly 850 Pennsylvania libraries.

The successful offeror will be expected to execute a contract for the initial purchase of software licenses and maintenance for one (1) year with options for up to four (4) one-year renewals.

Pricing shall include up to 1,000 participating libraries.

## **1.5 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. If a contract is entered into as a result of this RFP, it will be fully executed in time for the project to begin on or after July 1, 2026. Negotiations may be undertaken with offerors whose proposals as to price and other factors show them to be qualified, responsible and capable of performing the work. Cost will be heavily weighted, but will not be used as the sole criteria for final selection.

## **1.6 QUESTIONS & ANSWERS**

If an offeror has any questions regarding this RFP, the offeror must submit the questions by email to HSLC to the attention of Maryam Phillips at [phillips@hslc.org](mailto:phillips@hslc.org) no later than February 13, 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 20, 2026 at 5 PM.

## **1.7 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/ILL-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 1.6.

## **1.8 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.

## **1.9 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.

## **1.10 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.

## **1.11 PROPOSAL REQUIREMENTS**

### **A. Proposal Submission**

Scoring totals will be performed for offerors that submit a complete response to the Issuing Office, as reflected in the Cover Sheet requirements, by providing a single electronic proposal with separate files for the Technical Submittals; 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 E.

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-compatible files. 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 Submittals, 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.

#### **1.12 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.

#### **1.13 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.

#### **1.14 ORAL PRESENTATION**

Offerors 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 to ensure thorough mutual understanding. HSLC will schedule these presentations as necessary.

#### **1.15 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.

#### **1.16 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 E, this RFP and any offeror submissions are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, as defined in Section 1.27 below.

**1.17 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.

### **1.18 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.

### **1.19 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.

### **1.20 DEBRIEFING CONFERENCES**

Contractors whose proposals are not selected will be notified of the name(s) of the selected contractor(s) and will be given the opportunity to be debriefed if requested. HSLC will schedule the time and location of the debriefing.

### **1.21 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.

## **1.22 TERM OF CONTRACT**

The term of the contract will commence on the Effective Date and will end one (1) year after the Effective Date, anticipated to be July 1, 2027, with the option of four (4) 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. Invoices shall be issued on a quarterly basis as follows:

- Quarter 1: July 1 – September 30
- Quarter 2: October 1 – December 31
- Quarter 3: January 1 – March 30
- Quarter 4: April 1 – June 30

## **1.23 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 4.2.J.2 (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**

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 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.**

## **1.29 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.



## **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 1.3.

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

##### **1. Proposal adequately addresses:**

##### **a. Contractor Qualifications**

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

b. Personnel Qualifications

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

c. Soundness of Approach

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.

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. Proposals that address all, or most, of the requirements will receive more favorable consideration.

1. Proposal adequately demonstrates the ability to provide, at a minimum:

- a. A user-friendly yet powerful user interface
- b. Ability to customize the user interface with social networking integration
- c. Sufficient indexing and browsing in a user-friendly environment
- d. Compatibility with a wide range of infrastructure environments and platforms
- e. Availability to a large number of simultaneous users
- f. Ability to efficiently route interlibrary loan requests to appropriate suppliers
- g. Ability for library staff to add, update or delete local holdings
- h. Capacity to handle the projected demand of simultaneous users
- i. Ability to operate under a discovery layer
- j. Ability to accommodate large collection imports and deletions in real time

C. System Support (up to 10 points)

1. Proposal adequately demonstrates the ability to provide:

- a. A flexible and realistic migration/implementation timeline

- b. Level of technical support offered
- c. Time frame during which technical support is available
- d. Quality training and documentation
- e. 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. Proposals must be submitted in the format outlined below. To be considered, the proposal must respond to all requirements in this part and Part 4 of the RFP. Use the RFP section numbers in your responses. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.

### **3.2 QUALIFICATIONS**

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

#### **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 your company's experience at developing and similar systems for a minimum of three years. 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, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

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 two (2) customers using your system that have at least 5,000,000 bibliographic titles in a physical statewide shared environment. Experience shown should be work performed by your company (not a subcontractor). The references should also include systems serving public, higher education, and/or special libraries.

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.

### C. Personnel

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

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

### 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. Use the Technical Requirements in Part 4 of this RFP to provide the detail that accompanies your narrative.

### 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 COST AND PRICE ANALYSIS

- A. All pricing should include unlimited access statewide.
- B. Detail all direct and indirect costs associated with this proposal, including any related to scalability of the system(s).
- C. Include a price quote for each software module proposed, including initial licensing and ongoing maintenance and upgrades, describing in detail the basis for pricing. Where there are pricing alternatives, offer and describe each in full. **Any pricing for custom development, optional, and/or add-on services or products is to be clearly identified.**
- D. Describe costs associated with providing at least one representative to present training sessions and to supply training documentation for all participating libraries.
- E. 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.
- F. Vendors shall clearly price costs to migrate and/or de-duplicate existing data.

- G. Vendors shall clearly price costs to extract all data if/when HSLC elects to move the data to another platform.
- H. Vendor shall agree to an invoice period matching fiscal year July 1 – June 30.
- I. Vendor shall pro-rate Year One costs based on contract notice to proceed, estimated on or before July 1, 2026.
- J. Vendor shall propose flexible payment schedules, such as quarterly or semi-annual billings for licenses and/or maintenance.
- K. Vendor shall describe any discounts extended to Access Pennsylvania participant libraries for other products or services the company offers.

## **Part 4 TECHNICAL REQUIREMENTS**

**Respond to each requirement using the correlating section numbers**

### **4.1 OBJECTIVE**

HSLC wishes to procure the following system:

#### **A. Multi-Type Library Shared Catalog of Holdings / Resource Sharing System**

1. The system will provide access to the holdings of 800-1,000 school, academic, public, and special library collections throughout the Commonwealth of Pennsylvania.
2. The system will be used by both library staff and the general public.
3. The system will be a component of the overall POWER Library (powerlibrary.org). Describe branding and customization options available.
4. The system will easily connect with and be searchable from disparate integrated library systems in use across Pennsylvania.
5. The system will be hosted by the vendor.
6. The system may be proposed as a physical database, virtual database or a combination of both.
7. The system shall include a training database to be used for in-person or self-paced training by Pennsylvania librarians. This system should represent a smaller, representative sample of the overall system, to be hosted by the vendor.
8. The system will enable interlibrary resource sharing of holdings within Pennsylvania and beyond.
9. The system will accommodate requests for materials by participating libraries and/or the general public.

### **4.2 SYSTEM REQUIREMENTS**

Systems shall be expected to comply with the following requirements. In the case of functionality, report status/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

A. Software/Database

Describe how your system accomplishes the following:

1. Operates under a discovery layer that is your own or another vendor's. If examples exist where your product operates with another vendor's discovery software, provide examples and contact information where such an arrangement exists.
2. Identify the costs associated with a) de-duplicating the existing catalog of holdings for load into your shared catalog/system.
3. Include a description of your product's ongoing de-duplication process for imported bibliographic records. Vendor shall include de-duplication procedures with examples.
4. System shall be web-based and include SSL protection for personal data.
5. Migration/Implementation plan to be described, including all milestones.
6. Software shall enable searching/scoping based on geographical regions of Pennsylvania, library systems (public), districts (school), or by library types.
7. The system will allow the member libraries to make changes to their holdings, with real-time, automatic updates preferred.
8. We prefer that all functions be capable of being performed in real time. Indicate here what functions are supported exclusively in batch mode, requiring overnight processing
9. The system will include the ability to link library names to existing library account codes, with the ability for authorized library staff to edit account contact information. For a list of participant data to be migrated see Appendix D. This list is intended as a guide for data to be retained in the next system.
10. Frequency of software release upgrades shall be specified, including typical scheduled downtime to be expected.
11. Software shall operate consistently across browsers and mobile platforms.
12. The system/database must support the US MARC format, both serials and non-serials, at the summary and detail level. This must include the Extended Character Set (diacritics) and the ALA character set.
13. Software shall be able to support all current and future nationally accepted cataloging standards including AACR2, RDA, ISBD, BIBFRAME, and MARC 21 Format for Bibliographic Data.
14. System must be capable of serving as a Z39.50 target for searching by participant library ILS, or enabling exchange of data via NCIP, an API, etc. Include any extra costs associated with such connectivity.
15. Describe your system's interoperability with the following ILS systems, including how it handles NCIP messaging for placing holds, checking items out and in, and creating brief records:
  - a. Polaris



- b. SirsiDynix
  - c. Evergreen
  - d. Koha
  - e. Other (list)
16. Vendor shall document methods available to import bibliographic records and holdings in real-time or batch.
  17. Vendor shall document methods available to update bibliographic records and holdings in real-time or batch.
  18. Vendor shall have a process to alert libraries of imported records that failed to load.
  19. Vendor shall document methods available to remove bibliographic records and holdings, individually or collectively (i.e. removal of an entire library's collection).
  20. Vendor shall document export of records by participating libraries.
  21. Vendor shall describe process(es) for removal of holdings in real-time or batch.
  22. System will include cover images and social network integration.
  23. Describe if "Did you mean" functionality is available for search results; or if context-sensitive on-line help is provided.
  24. System shall offer options for libraries to add brief cataloging records when full cataloging records are not available to libraries, and no bibliographic record exists in the statewide catalog to match against. Describe any minimum requirements for those records.
  25. The system is expected to accommodate use of the 856 tag in MARC records to provide patron access to World Wide Web resources, including electronic materials.
  26. The system shall have the ability to customize the lender list.
  27. The system shall have the ability to suspend request placement (e.g. set holidays, schools – closed for summer or renovations).
  28. Describe how the resource sharing system promotes fulfillment of interlibrary requests based on existing regional, system/district, or library type scoping.
  29. Describe how the system will link library/organization names to existing participant library account codes, including the ability for authorized library staff to edit account contact information.
  30. Indicate what information is maintained about borrowing institutions.
  31. Does the system use e-mail for ILL transactions among participating institutions?
  32. Does the system provide access to the OCLC (ILLiad or Tipasa, RLIN), or NLM's DOCLINE ILL subsystems? Does it utilize all functions of those subsystems? Does it support electronic information interchange with those subsystems?
  33. Does the system include a copyright compliance mechanism for journal holdings? If so, briefly describe it. Indicate if it includes operator alerts if the copyright limit has been reached on a journal title.

34. Does the system trigger purchase alerts for monographic titles that are requested more frequently than given thresholds? If yes, briefly describe the mechanism.
35. Can the system automatically produce shipping labels for materials transfers?
36. Does your system allow for groups of libraries to share a single shipping location (hub)?
37. Briefly describe the billing capabilities of the ILL system. Can rates be set according to various categories of patron, material, and transactions?
38. What ILL borrowing and lending statistics does the system provide at the individual library level?
39. What other types of reports will the system generate, such as libraries using ILL, titles most requested, type of requests, etc.?
40. Does the system support a lending chain and automatic request forwarding?
41. Does the system offer mediated and unmediated requests? For patron-placed requests, give a brief description (with examples, if appropriate) of the process. Highlight any special capabilities the system provides. Is there an optional review (and potential blocking) process available to the library?

#### B. Authority Control

Ongoing authority control solution and procedures shall be described.

1. Indicate how your system handles the following:
  - a. Interactive online authority control
  - b. Automatic checking against authority files and notification of exceptions
  - c. Loading of authority file data into the local library's cataloging system
  - d. Regular listing of all authority changes, additions and deletions
  - e. Identification of unauthorized headings
  - f. Viewing of "see from" and blind references by authorized staff members
  - g. Matching and importing authority records from LC and other sources against the local file
  - h. Clearly indicate which headings can be accommodated in the authority file.
  - i. If one authority source changes a heading that others have used, can your system change headings only in the bibliographic records that used that authority source?
2. How are changes in the MARC Authority format incorporated into the system?
3. Is the output of authority files in MARC Authority format?
4. Can your system do the following?
  - a. Accept locally generated authority records?
  - b. Link each heading in a library's authority files to each occurrence of that heading in the bibliographic file?

- c. Update all occurrences of a heading in the bibliographic file, in real time, with a single machine transaction?
- 5. Can your system report blind cross-references?
- C. User Interfaces
  - 1. Specify the platform(s) (Windows, Macintosh, UNIX, mobile, etc.) and versions under which the interface operates.
  - 2. HSLC desires the ability to customize the interface to be similar in appearance to the powerlibrary.org portal; a proprietary interface that discourages or eliminates customization is not favored.
  - 3. Indicate federated searching capabilities and how they improve the user's experience.
  - 4. A Kids Catalog suitable for younger users, that retrieves audience appropriate content in response to searches, is desired.
    - a. A separate statewide catalog for children is required
    - b. The Kids catalog will include titles with MARC record fields associated with juvenile target audiences (008 subfields a, b, c, j)
    - c. The Kids catalog must be accessible via a separate URL.
  - 5. A mobile app is desired. Describe your product's mobile app and its main features.
- D. Implementation and Training
  - 1. Provide a proposed implementation timeline for the project. Offeror is to supply a timeline for tasks associated with migration, implementation and launch of the new system(s).
  - 2. Document the migration process from the current system (Soutron/Auto-Graphics' SHAREit) to yours.
  - 3. HSLC will serve as Tier One support for your system. Document, in detail, the training that will be available for HSLC and library staff to learn how to support and use the systems. Also indicate any available interactive self-training materials for patrons. Provide a detailed description of your proposed training program, keyed to a point in time during the implementation schedule. Include any costs for training in the separate Cost section of your proposal. Include costs for both in-person and online training.
  - 4. What provisions are there for "train the trainer" programs?
  - 5. Provide details on the help capabilities of the system. How does a user request help? How extensive is the help available? How easy is it to use? Give examples.
  - 6. Provide links to all documentation for the proposed system
  - 7. What online tutorials are proposed?
  - 8. Does your company support training via videoconferencing?

E. Enhancement Process

1. Vendor shall describe their product enhancement process
2. Does your company have a customer users' group?
3. Describe your enhancement request process.
4. Indicate the number of expected improvement releases per year.

F. Administration and Management Reports

1. Describe the type of activity report(s) the system can generate. Show examples.
2. Indicate whether reports are available by location, from global reports down to participant library level.
3. Indicate compatibility with Google Analytics or other forms of statistical report systems for gathering usage data.
4. Are there reports showing the total number of bibliographic records and items in the database? Can these subtotal by library and library unit (system/district, etc.)?
5. What reports are available on the number of additions, deletions, and changes to the catalog? Do these include transactions by day, week, month, year, and date cataloged? Do they include bibliographic, authority, and holdings information?
6. Can the system produce listings of last copies of titles deleted?

G. Performance

1. Indicate the system's anticipated and guaranteed up time. Spell out the guarantees in detail, including any penalties imposed should these not be met.
2. Describe your cloud hosting assurances that support system availability.
3. Does the operation of the report generator adversely impact performance on live operations of the system?
4. Provide examples of how your company maximizes system uptime, citing current customers.

H. Support and Maintenance

Detail here your problem resolution program. 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 related to Section 3.5 of the proposal.

I. 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 or HTTPS secure transactions occur in your system.
3. The system must provide for continuous backup of all transactions, so that completed transactions are not lost. Provide details.
4. Detail here the system backup and recovery procedures, and indicate whether all or parts of the system continue to be available for access during the backup procedure.

J. Standards

1. List, in whatever detail is appropriate, the NISO and other standards common to library products the system currently supports. Indicate the level of implementation, such as Z39.50, SIP2, NCIP, etc. Include ANSI networking, computing and electronic data interchange standards, such as EDI X.12, that are important for library systems.
2. ADA compliance is required. Proposals should include a Voluntary Product Accessibility Template (VPAT), to outline how your product meeting accessibility standards.

K. COPYRIGHT

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.

**APPENDIX A  
PROPOSAL COVER SHEET  
HSLC SHARED LIBRARY MANAGEMENT SYSTEM 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 A  
PROPOSAL ELEMENTS**

**Does your proposal include:**

Cover Sheet (required) ☐ Yes ☐ No

Agreement with General Information Requirements (check here) ☐ 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 Requirements (Part 4) using RFP numbering for responses ☐ Yes ☐ No

Acceptance of HSLC Master Services Agreement (Appendix C) ☐ Yes ☐ No

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

Small Diverse Business Relationship (Appendix E) (optional) ☐ Yes ☐ No

Your Artificial Intelligence responses (Appendix F) ☐ Yes ☐ No

Your Standard Services Agreement (Appendix G) ☐ Yes ☐ No

Your VPAT (Appendix H) ☐ Yes ☐ No

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

## **APPENDIX B**

### **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 C 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 D SYSTEM SUMMARY AND STATISTICS

### CURRENT NUMBER OF PARTICIPATING LIBRARIES

The ACCESS PENNSYLVANIA / POWER Library project currently includes the following types and numbers of libraries:

1. Public libraries - 450 participants
2. School libraries - 300 participants
3. Academic libraries - 75 participants
4. Special libraries - 25 participants

### PARTICIPANT DATA TO BE MIGRATED (not an exclusive list)

1. Library Account Code (5 letters, e.g. PARFL)
2. Library Name
3. Library Username (account code plus ILL, e.g. PARFLILL)
4. Address
5. City, State, Zip
6. Shipping Hub
7. Contact Person Name
8. Contact Person Email
9. Shipping Hub Library
10. Shipping Hub Address

Sample POWER Library Participant Record:

**Ardmore Free Library**

**Library Code:** parfl

**PL Code:** PL3119

**Address:** 108 Ardmore Avenue, Ardmore, PA 19003-1399

**Telephone/Ext:** 610-642-5187

**Fax:** 610-649-2618

**ILL Contact Email:** [ardmorelibrary@lmls.org](mailto:ardmorelibrary@lmls.org)

**County:** Montgomery

**Last Record Load:** 2015-12-28

**ILL Hub Shipping:** Yes

**ILL Hub:** Montgomery

**ILL Hub Location:** Montgomery County - Norristown Public Library

**ILL Hub Address:**

Montgomery County Libraries - Ardmore

1700 Markley Street Suite 116, Norristown, PA 19401

## CURRENT NUMBER OF BIBLIOGRAPHIC RECORDS/HOLDINGS

### Physical Catalog:

Bibliographic records:	6,793,785
Holdings:	23,485,550
Number of Libraries with Holdings:	532
Number of Libraries with Accounts:	806

## CURRENT NUMBER OF Z39.50 TARGETS (9)

Number of Public Libraries:	188
Number of Academic Libraries:	1

CURRENT NCIP LIBRARIES	50
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TOTAL REQUESTS PLACED 2025	83,568
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TOTAL REQUESTS FULFILLED 2025	73,822
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FULFILLMENT RATE	88%
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**APPENDIX E**  
**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 F**

### **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 G**  
**VENDOR SERVICES AGREEMENT**

Attach your standard services agreement as APPENDIX G with your proposal.

**APPENDIX H**  
**VENDOR VPAT**

Attach your VPAT as APPENDIX H with your proposal