REQUEST FOR QUOTATIONS
STATEWIDE DATABASE PROVIDING
ALTERNATE VIEW POINTS ON TOPICS

ISSUED BY

HSLC
Hosting Solutions and Library Consulting

HOSTING SOLUTIONS & LIBRARY CONSULTING (HSLC)
3600 Market Street, Suite 550
Philadelphia, PA 19104-2649
Attention: Maryam Phillips, Executive Director
215-222-1532
phillips@hslc.org
www.hslc.org

ISSUED ON
October 7, 2022

DUE BY
October 28, 2022

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PART I

GENERAL INFORMATION

I-1. PURPOSE

This RFQ seeks quotation packages for a database subscription that provides alternate viewpoints on topics to be added to the POWER Library collection of e-resources effective January 1, 2023.

The list of current databases may be found here: https://www.POWERlibrary.org/e-resources/

I-2. ISSUING OFFICE

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

I-3. SCOPE

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

I-4. BACKGROUND

Hosting Solutions and Library Consulting (HSLC) is contracted by the Pennsylvania Office of Commonwealth Libraries to host, maintain and support the POWER Library. (www.POWERlibrary.org) HSLC is soliciting proposals from qualified Offerors to provide an alternate viewpoints database, authentication and technical support. HSLC serves as the primary support team for its users; the Offeror will provide higher technical level support for issues that exceed HSLC's ability to troubleshoot or resolve.

The successful Offeror will be expected to execute a contract for one (1) year with options for up to four (4) one-year renewals. Renewals to be confirmed annually on or before March 31st.

I-5. CONTRACT

It is proposed that if a contract is entered into as a result of this RFQ, it will be fully executed in time for the subscription to go live on January 1, 2023. If that is not possible, HSLC expects costs for year one to be pro-rated based on the actual Go Live date. Cost will be heavily factored, but not be the sole criteria
for final selection. **PLEASE NOTE:** The contract executed will be **required** to include execution of the HSLC E-resources Agreement (see attached).

I-6. **REJECTION OF QUOTATIONS**

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

I-7. **INCURRING COSTS**

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

I-8. **RESPONSE DATE**

This RFQ is being issued on a very short timeline. Quotations are due no later than October 28, 2022. Quotations are to be emailed to Maryam Phillips, Executive Director, HSLC, at phillips@hslc.org **on or before Friday, October 28, 2022 at 4 P.M. Eastern Time.** All questions regarding the RFQ or its process are to be emailed to Maryam Phillips at phillips@hslc.org.

I-9. **QUOTATIONS**

To be considered, Offerors must submit a complete response to the RFQ, using the format provided in Part II. Your quotation must remain valid for at least one hundred twenty (120) days. Moreover, the contents of the quotation package for the successful bidder will become contractual obligations within any subsequent contract or agreement.

I-10. **QUOTATION PREPARATION**

Quotation packages should be complete, indexed by section, and provide a straightforward description of the Offeror’s ability to meet the requirements presented in this RFQ.

Responses to the RFQ must contain the following:

A. Legal name and mailing address of the Offeror.
B. Name, title, mailing address, email address and telephone number of the person responsible for approving and submitting the information provided.
C. Complete concise responses to all items listed in Parts II and III, the Offeror's capability to meet the criteria specified, and the ability to meet the Go Live date.
I-11. DISCLOSURE OF QUOTATION PACKAGE CONTENTS

All information provided in quotation packages will be held in confidence and except for the selected quotation, will not be revealed or discussed with competitors. All other material submitted becomes the property of HSLC and may be reviewed and evaluated by any person other than competing bidders at the discretion of HSLC.

I-12. STANDARD CONTRACT

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

I-13. DEBRIEFING CONFERENCES

Contractors whose quotations are not selected will be notified of the name(s) of the selected contractor(s) and will be given the opportunity to be debriefed upon request.

I-14. NEWS RELEASES

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

I-15. RIGHTS IN DATA

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

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

I-16. NONDISCRIMINATION CLAUSE

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

I-17. LIMITED OR NON-AWARD

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

1. if it does not receive responses which, in its judgment, adequately and reasonably address the requirements of this RFQ;

2. if, in its judgment, the costs proposed are not in line with benefits to be received; or

3. if sufficient funds are not available.

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

I-18. TIMELINE

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>October 7, 2022</td>
<td>RFQ Issued</td>
</tr>
<tr>
<td>October 28, 2022</td>
<td>Proposal Deadline</td>
</tr>
<tr>
<td>November 1-18, 2022</td>
<td>Proposal Review, Evaluation, Product Demonstrations</td>
</tr>
<tr>
<td>November 21, 2022</td>
<td>Proposal Decision Announced</td>
</tr>
<tr>
<td>November 28-December 30, 2022</td>
<td>Implementation Period, including Training</td>
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<tr>
<td>January 1, 2023</td>
<td>Online (Live Webinar or Self-paced) and/or In-person</td>
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<tr>
<td></td>
<td>Go Live</td>
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</tbody>
</table>
PART II

GENERAL REQUIREMENTS

II. 1. SUMMARY OF GENERAL REQUIREMENTS
Proposals must be submitted in the format outlined in this RFQ. Use the RFQ 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 quotation. In brief, a minimum of the following requirements must be met by your product. Check here to confirm: _____

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

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

Intuitiveness
- System must offer user-friendly interface the general public, including the ability to integrate with social networking tools.
- System must provide an easy-to-find and easy-to-use Help section for end-users.
- System must employ built-in reporting capabilities that are easy to navigate and customize for collection of library account data.

Maintenance & Security
- The subscription content shall be hosted by the Offeror.
- The software shall use Secure Socket Layer (SSL) protocols to protect user account privacy.

Sustainability
- System must remain affordable to own, support and operate, with multi-year pricing provided and limited to 0-2% annual price increases annually over the life of the contract.
II-2. PRODUCT SUMMARY

Include a brief (one paragraph) narrative description of your product.

II-3. IMPLEMENTATION PLAN

Confirm whether your company commits to meeting the implementation timeline listed above.

II-4. COST AND PRICE ANALYSIS

A. All pricing must include unlimited access statewide by residents. HSLC considers all residents to include those served by: K12 institutions, public libraries and academic libraries. If your pricing excludes academic libraries, indicate the added cost to include them as a separate charge in your quotation.

B. Detail all direct and indirect costs associated with your quotation. Any pricing for custom development, optional, and/or add-on services or products is to be clearly identified.

C. All quotations must specify one-time setup vs annual costs.

D. The information requested in this section is required to support the reasonableness of your quotations and is for internal HSLC use only. Submit subscription costs for the initial year, year two, year three, year four, year five, and then a total for all five (5) years.

E. Offeror shall agree to an invoice period matching fiscal year July 1 – June 30 with quarterly billing for the following periods (payable at the start of the period) and must include this schedule in the final executed agreement or contract.

   a. July – September
   b. October – December
   c. January – March
   d. April – June

F. Year one shall represent 6 months. Offeror shall agree to pro-rate costs for Year One through June 30, 2023. Year 2 shall commence on July 1, 2023.

II.5 SUBSCRIPTION CREDIT

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

TECHNICAL REQUIREMENTS

III-1. TECHNICAL REQUIREMENTS

Respondents shall be expected to comply with the following requirements:

III-2. END-USER REQUIREMENTS

   A. Browser/System Compatibility
      Vendor should indicate any platforms that are not supported (e.g. PC vs. Mac users, Android vs. iPhone). Indicate any known issues with accessing this software using various Web browsers and versions of those browsers.

III-3. SYSTEM REQUIREMENTS

   A. Confirm your product shall be web-based and include SSL protection for personal accounts created on your system.

   B. Accessibility
      Confirm your product is in compliance with Section 508 accessibility standards.

   C. Statistics
      Confirm your product includes statistics by POWER Library user account.

III-4. AUTHENTICATION REQUIREMENTS

   A. NOTE: If your company currently offers referral URL authentication in the POWER Library by library account, check here: _____ and skip to section III-5.

   B. Access to your product
      HSLC manages authentication to remote e-resources via a custom system that differentiates between users accessing databases from home (remote authentication) vs in a library building (IP authentication). HSLC assigns a library account code for each participating library. This code must be included in naming of accounts.

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

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

The embedded URL must allow the inclusion of one of the two PL Codes as a URL variable. The vendor must create an PLnnnn account for each library. The vendor must create a second PLnnnR account for each public library to allow statistics by access method.

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

The vendor must supply the embedded URL format. Example: http://Vendor.com/?user=<PL Code>&pass=<Password>&db=<Database ID>

C. List all other methods of authentication supported by your product, e.g. SIP2, API, etc.

D. Confirm your system is capable of adding and collecting statistics for both remote and in-house account codes for each participating institution within the POWER Library.

E. Confirm whether your system stores cookies that are recognized by other products you may already provide to the POWER Library, so that users are not prompted to re-authenticate when browsing to or from those products.

III-5 DOCUMENTATION

A. Provide an online location HSLC may use to view your product.

B. Confirm whether your company will provide promotional materials to HSLC for distribution at conferences, exhibits or training sessions.

III-6 PERFORMANCE

A. Indicate your system’s anticipated and guaranteed up-time in your service level agreement.

III-7 SECURITY

A. Confirm your product uses SSL or HTTPS secure transactions

III-8 COPYRIGHT

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

CRITERIA FOR SELECTION

IV-1. REVIEW PROCESS

All quotations received will be reviewed and evaluated by HSLC. This committee will recommend for selection the quotation that most closely meets the requirements of the RFQ. All vendors will be apprised of the selected product.

IV -2. CRITERIA

The following criteria will be used in evaluation of quotations. Criteria will reflect the underlying principles expressed in Section II – General Requirements and Section III – Technical Requirements. Points will be awarded up to maximum by number as specified below.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
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<tbody>
<tr>
<td>Cost</td>
<td>0-40</td>
</tr>
<tr>
<td>Current products in POWER Library</td>
<td>0-20</td>
</tr>
<tr>
<td>User Interface</td>
<td>0-20</td>
</tr>
<tr>
<td>Content Extent and Features</td>
<td>0-20</td>
</tr>
</tbody>
</table>
APPENDIX A

SAMPLE CONTRACT
SERVICE LEVEL AGREEMENT

Include your sample contract and/or SLA.
APPENDIX B

HSLC E-resources Agreement

May be negotiated, but is required for the final executed agreement with the vendor.

Check here to confirm your understanding of this requirement: _____
ELECTRONIC CONTENT
MASTER AGREEMENT

This ELECTRONIC CONTENT MASTER AGREEMENT ("Agreement") is entered into as of ______________________202 (the “Effective Date”), by and between Hosting Solutions & Library Consulting ("HSLC"), a Pennsylvania nonprofit corporation, and ___________________ ("Provider"), a ______________________ corporation (each a “Party”; collectively the “Parties”).

BACKGROUND

WHEREAS, pursuant to its grant agreement ("Grant Agreement"), HSLC acts as a fiscal agent on behalf of the Commonwealth of Pennsylvania ("Commonwealth"), Department of Education ("PDE"), Office of Commonwealth Libraries ("OCL") for the contracting for POWER Library electronic content and resources;
WHEREAS, HSLC, desiring to obtain professional services for OCL, issued a Request for Proposals dated __________, 20__, attached and incorporated as Exhibit A, for the electronic content specified therein ("E-Content"); and
WHEREAS, the Provider has submitted a Proposal dated ______________________, 20__, attached and incorporated as Exhibit B, and desires to furnish such services as set forth in the Proposal.
NOW THEREFORE, intending to be legally bound, the Parties agree as follows:

Part 1 – GENERAL

1.1 Scope of Services

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

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

1.2.1   Term
The term of this Agreement will be for one (1) year commencing upon the later of July 1, 2022 or the Effective Date of the Agreement.

1.2.2   HSLC Renewal Options
HSLC reserves the right, in its sole discretion, to exercise up to four (4) one-year option term(s) to extend the Agreement, pursuant to the terms set forth herein. If HSLC determines to exercise the option term(s), HSLC will give the Provider at least thirty (30) days written notice of its determination. It is understood that the term of the Agreement, and any option term granted thereto as specified herein are subject to HSLC’s right to terminate the Agreement as set forth in this Agreement.

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

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

1.3   Compensation

1.3.1   Amount
The Provider agrees to perform all of the Services for the amount set forth in the Cost portion of Provider’s Response contained in Exhibit B to the extent consistent with the terms set forth in Exhibit A (“Price”). The amount includes all labor, materials, taxes, profit, overhead, insurance, subcontractor/subvendor costs and all other costs and expenses incurred by the Provider.

1.3.2   Invoice
Provider shall invoice HSLC on an invoice period matching fiscal year July 1 – June 30 with quarterly billing payable by HSLC at the start of each period. Provider shall pro rate the Price should the Services be activated after July 1, 2022.

Part 2 – LICENSOR RESPONSIBILITIES

2.1   Licensed Content
Provider agrees to License the E-Content in accordance with this Agreement as supplemented by Provider’s License Agreement, attached and incorporated as Exhibit C, (“Provider’s License”), except when inconsistent with this Agreement.
2.1.1 Licensee
Licensee shall be OCL and each of its affiliates, including, but not limited to public libraries, academic libraries, K-12 institutions, and special collections libraries, each of which shall be a participant in the POWER Library program.

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

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

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

2.2 Privacy & Security

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

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

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

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

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

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

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

Part 3 – LEGAL

3.1 Order of Precedence

In the case of any conflicts, discrepancies, limitations, or variances in the terms and conditions of this Agreement, or the interpretation thereof, the order of precedence shall be:
1. This Agreement and written and signed amendments thereto;
2. The PDE Master Standard Terms and Conditions;
3. The IT Terms and Conditions;
4. The RFP as supplemented by the Response except when inconsistent with the RFP; and
5. Provider’s License.
3.2 Indemnification
Provider shall be responsible for and agrees to indemnify and hold harmless HSLC from all losses, damages, expenses, claims, demands, suits and actions to property or injuries (including death) to any person and for any other losses, damages or expenses, brought by any party against HSLC in connection with the work performed by Provider, including but not limited to Provider’s failure to comply with the provision of Section 2.5 (ADA Compliance).

In addition to the foregoing, Provider shall defend any suit or proceeding brought against HSLC on account of any alleged infringement of any copyright arising out of the performance of this Agreement, including all work, services, materials, reports, studies and computer programs provided by the Provider. This is upon the condition that HSLC shall provide prompt notification in writing of such suit or proceeding, full right, authorization and opportunity to conduct the defense thereof, and full information and all reasonable cooperation for the defense of same. Provider shall pay all damages and costs awarded therein against HSLC. If any of the materials, reports, studies or computer programs provided by the Provider are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Provider shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, studies or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing. The obligations of the Provider under this paragraph continue without time limit.

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

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

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

3.6 Limitation of Liability
Despite any other provision of this Agreement, all of HSLC’s obligations under this Agreement are limited to the amount of funding OCL actually transfers to HSLC under the Grant Agreement for the Services. Provider has no recourse against any other current or future assets of HSLC.
3.7 Waiver
Failure to insist upon Provider’s strict performance of any term, covenant, agreement, provision, condition or limitation of this Agreement, or HSLC’s forbearance from exercising any of its rights or remedies following Provider’s breach of this Agreement, and HSLC’s acceptance of Provider’s full or partial performance during the continuance of any breach, does not waive Provider’s breach of any term, covenant, agreement, provision, condition or limitation of this Agreement. Provider’s breach of any provision of this Agreement may be waived only by a written instrument signed by HSLC. Despite HSLC’s written waiver of Provider’s breach of this Agreement, this Agreement continues in full force and effect with respect to any other then-existing or subsequent breach of this Agreement by Provider.

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

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

3.10 No Assignment
Provider may not assign its rights or obligations under this Agreement without the prior written consent of HSLC.

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

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

With a copy to (which shall not constitute notice):
Cheshire Law Group
Attention: Morgen Cheshire
5275 Germantown Avenue
3.12  Governing Law, Consent to Jurisdiction and Venue

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

3.13  Waiver of Jury Trial

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

3.14  Counterparts

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

HOSTING SOLUTIONS & LIBRARY CONSULTING:

By: ___________________________________
Maryam Phillips, Executive Director

PROVIDER:

By: ___________________________________
[Name/Title]