

HSCS/DLS-00002

**Request for Proposal
Library System Website**



**Delaware County
Department of Library Services**

INTRODUCTION

Delaware County Library Services seeks to contract with an experienced web developer to design a new, fully accessible website that reflects user needs. The user experience of this site should be that of an online library branch.

Delaware County Libraries administrative headquarters is a department of County government charged with supporting public library service to 576,860 county residents. Delaware County Libraries is designated by the Pennsylvania Department of Education Office of Commonwealth Libraries as a District Library Center. Twenty-six public libraries (28 locations, Appendix A) in the County are members of Delaware County Libraries and are united to form the federated Delaware County Library System. Each library maintains its autonomy yet cooperates with the programs and services offered by Delaware County Libraries through a system agreement. A seven-member advisory board of library trustees appointed by Delaware County Council sets policy for Delaware County Libraries. There is a staff of 17 full-time employees.

The current site (www.delcolibraries.org) includes integration with DCL's catalog system, access to research services and the system-wide digital collection, a calendar of events and the ability to embed live streaming YouTube videos, a library directory with interactive maps, and a variety of informational pages. September 2022- August 2023 saw 371,000 users and 679,000 views of the homepage. The most frequently accessed content pages include Our Libraries, Library Jobs, and Explore Digital Library.

OBJECTIVE

The objective of this project is to enhance the website user experience through modern design that incorporates full accessibility and ease of navigation, within brand standards. Additionally, maintenance by staff with minimal developer intervention needed is paramount.

PROPOSAL TIMELINES

<i>Action</i>	<i>Date</i>
RFP Released	January 4, 2024
Applicant Questions Due: Through PennBid (see below)	January 19, 2024 Responses will be posted by close of business January 23, 2024
RFP Responses Due	Due Date of responses – January 29, 2024
Proposal Review Dates (anticipated)	January 30, 2024-February 13, 2024
Applicant Selection Date (anticipated)	March 6, 2024

SUBMISSION INSTRUCTIONS

Delaware County will receive responses to this Request for Proposal via electronic submission using PennBid (<https://pennbid.bonfirehub.com>) until 9:30 AM on January 29, 2024, following which the responses will be opened with results displayed publicly on PennBid. Documents are available at no cost on PennBid. Submissions are being accepted through PennBid only. See <https://www.delcopa.gov/purchasing/index.html> for more information on PennBid.

- A. Applicants must respond to all components of this Request for Proposal.
- B. Proposals must be uploaded onto PennBid before the submission deadline.
- C. Proposal submissions must include two (2) uploads:
 - a. One (1) ORIGINAL- professional on formal letterhead; and
 - b. One (1) COPY with ALL provider information redacted from, this copy must not contain any provider identifiers, those that do will not be considered.
- D. The submission must include the following separate documents:
 - a. Technical Proposal
 - b. Cost Proposal
 - c. Transmittal Letter signed by an official who has the legal authority to bind the company to the terms of the proposal.

It is the responsibility of the applicant to ensure that its response is received by the date and time specified. All costs (including travel) incurred in the preparation of the response will be the responsibility of the applicant and will not be reimbursed by the County or any other entity.

The County reserves the right to disqualify any proposal received after the specified date/time and not completed in the indicated format and inclusive of required information.

The County reserves the right to conduct Best and Final negotiation in its sole discretion.

ADDITIONAL INFORMATION FROM APPLICANTS

A. Inquiries

Any questions pertaining to this Request for Proposal must be submitted via the "Clarifications" feature within PennBid by the time and date specified in the Proposal Timeline. Telephone inquiries will not be entertained. Applicants shall refrain from contacting or soliciting any staff member or official of the County regarding this Request for Proposal until the time of award by County Council. Failure to comply may result in disqualification of the firm.

B. Contract

The successful applicant will be expected to enter into an agreement with Delaware County, subject to the availability of local, state, and federal funds and County Council's approval. Standard Terms which are anticipated to be in such contract are attached hereto as Exhibit A. Applicants should indicate in their responses any requested changes to such standard terms.

The County may terminate any contract on five business days' written notice if County Council determines that entering into the contract resulted in a violation of Section 6-12.D. of the County's Administrative Code and imposes termination of said contract as a penalty for such violation. County Council may also require repayment to the County of any profit made by a Contractor under such contract as a penalty for such violation. Contractor agrees to send the County a written affidavit in reasonable detail calculating such profit within fifteen days of written notice if the imposition of such penalty together with repayment of such profit.

C. Rejection of Proposals

Delaware County Council reserves the right to reject any and all bids or parts thereof and to determine whether the quality and type of service to be furnished meets the requirements

for which it is intended. They further reserve the right to insist or waive any technicalities required for the best interest of the County and to consider competency and responsibility of the bidder before the award of the contract. Also, the County may negotiate separately with competing applicants in an effort to get a Best and Final Offer. If all proposals are unacceptable, the County reserves the right to reject the proposals and to issue a new Request for Proposal, if indicated.

D. Amendments to Request for Proposal

If it becomes necessary to revise any part of this Request for Proposal, the County will issue an Amendment to all applicants who responded to the original Request for Proposal and post on the County and Delaware County Libraries websites.

E. Other Provisions

All responses received to this Request for Proposal become the property of the County. Responses may identify proprietary or confidential information for purposes of meeting an exception to the Pennsylvania Right-To-Know Law; however, the County is not bound by the identification of such information as proprietary or confidential and will provide copies of materials provided hereunder in response to a right-to-know request as required by Pennsylvania law.

This Request for Proposal is not subject to the competitive bidding process, and any contract entered into as a result of any response submitted will not be based on the concept of the "lowest responsible bidder".

INFORMATION REQUIRED FROM APPLICANTS

Failure to adhere to requirements for each section of the proposal may result in disqualification.

A. Technical Proposal

The Technical Proposal should address all questions and requirements as outlined in this Request for Proposal.

B. Cost Proposal

The Cost Proposal should include all costs required to implement the submitted proposal and must be submitted in the required format.

C. Transmittal Letter

The Transmittal Letter must be on the applicant's letterhead and signed by an individual with the legal authority to bind the applicant. The letter must identify the primary program and fiscal contact for the applicant and state the applicant accepts the terms, conditions, criteria, and requirements set forth in the RFP.

D. Campaign Contribution Disclosure

Each applicant shall provide a Political Contribution Disclosure Form (attached hereto, along with instructions, as Appendix II) together with its response, and, if selected, an updated form prior to consideration of approval of its contract by County Council.

E. Contract Terms

Indicate any requested changes to the standard terms attached hereto as Exhibit A.

TECHNICAL PROPOSAL

- Successful applicant is expected to provide comprehensive hosting solutions for the proposed website. This should include but is not limited to:
 - Web Hosting: Please outline the type of hosting environment (shared, VPS, dedicated, cloud, etc.) that will be suitable for the website's anticipated traffic and functionality.
 - Uptime Guarantee: Specify the expected uptime percentage and any guarantees for uninterrupted service.
 - Security Measures: Detail the security measures that will be implemented to protect the website from potential threats and vulnerabilities.
 - Data Backup and Recovery: Describe the procedures for regular data backups and the process for data recovery in case of any incidents.
 - Please include a breakdown of the hosting costs as part of your overall proposal. We encourage you to provide options that align with our website's requirements and budget constraints.
- Must be fully accessible and Americans with Disabilities Act compliant, including accessibility options such as through userway.org. Must meet Web Content Accessibility Guidelines, Level AA Standards for accessibility.
- The website must be easy for patrons to use and navigate with as few clicks as possible.
- The website must be mobile responsive.
- The website should be based on a non-proprietary CMS product.
- Must be easy to edit, maintain, and update all aspects of the site with minimal vendor assistance, from any internet-connected device.
- Training for staff in set-up and maintenance of the website.
- Major features to be included on the website:
 - Provide a directory of Delaware County Libraries with hours, locations in the form of interactive maps, and links to library web and social media pages.
 - Create a connection to the Delaware County Libraries catalog of physical items, with a search box on the homepage. Delaware County Libraries currently uses Sierra from Innovative Interfaces Inc. for its Integrated Library System.
 - Create a portal to the Delaware County Libraries digital collections. This includes the organization of eBook and downloadable audiobook content from Libby/Overdrive, Capstone.
 - Organize links to online e-Resources into an easy-to-use system with understandable terminology.
 - Incorporation of our LibCal by Springshare calendar of events for all Delaware County Libraries locations.
 - Provide ability to feature services and programs.

- Provide the ability to livestream videos or events via embedded YouTube.
- Provide the ability to have and create forms, such as a Contact Us form, as well as the possibility of a live chat option.
- Provide the ability for patrons to complete a “forgot my library card” form and receive an email response.
- Provide the ability for patrons to sign up for a library card online.

COST PROPOSAL

The Consultant must justify the cost based on the quality of the product and the level of detail. If proposing to modify the Scope of Work, the Consultant must indicate how and why within the project budget.

The project budget must include the proposed hours by task for each person assigned to the project. The job title and proposed hourly rate for billing shall be included for each person. The hours of work and cost shall be itemized for each major work element of the proposal. An itemized estimate of reimbursable expenses must be included.

Exhibit A
Delaware County
Standard Contract Terms

1. Termination. The County may terminate the Agreement with or without cause on fifteen (15) days written notice. If the Agreement is terminated for any reason, the County shall not be liable to consultant for any damages, claims, losses, or any other amounts arising from or related to such termination, and Consultant's fees shall only be payable as accrued through the date of termination.

2. Invoices; Expenses. Consultant shall submit an invoice within forty-five (45) days from the last day of the month within which the work is performed. County will neither honor nor be liable for invoices not submitted in compliance with the time requirements in this paragraph unless County agrees otherwise in writing. Consultant shall be paid for services acceptable to the County within forty-five (45) days of receipt of each invoice. Consultant agrees to reimburse County for overpayments resulting from any reason, including but not limited to errors, contract limitations, actual or audited cost adjustments or non-compliance with applicable policies and procedures.

Any request for payment of expenses (including travel) must be pre-approved, in writing, by the County Executive Director, and will only be paid upon presentation of appropriate receipts. All travel will be reimbursed at the federal GSA rate found at <https://www.gsa.gov/travel/plan-book/per-diem-rates> including lodging, airfare, and rental car expenses.

3. Compliance with Legal Requirements. Consultant shall stay fully informed of the applicable Federal, state and local laws, rules and regulations affecting the performance of the Agreement and shall at all times comply with such laws as they may be amended from time to time.

4. Confidentiality and Use Restrictions. All government and business information disclosed by the County to Consultant in connection with the Agreement shall be treated as confidential information unless it is or later becomes publicly available through no action of consultant, or it was or later is rightfully developed or obtained by consultant from independent sources free from any duty of confidentiality. The County's confidential information shall be held in strict confidence by consultant and shall not be used or disclosed by consultant for any purpose except as reasonably necessary to implement or perform the Agreement, or except as required by law or governmental agency, provided that the County is given notice and a reasonable opportunity to obtain a protective order at the County's cost and expense. Consultant understands that the unauthorized disclosure of confidential information may violate the state and/or Federal law and subject Consultant to civil liability. Consultant agrees to enter into any further agreement reasonably required to implement the provisions of this paragraph.

5. Independent Contractor. It is expressly acknowledged by the parties that the County and Consultant are independent contracting parties, and Consultant shall be deemed at all times to be an independent contractor and not an employee of the County. Nothing in the Agreement shall be construed to create a principal/agent, employer/employee, master/servant, or partnership or joint venture relationship. Consultant shall be responsible for paying any taxes applicable to payments made under the Agreement.

6. Indemnification. Consultant shall indemnify and hold harmless the County, its council, officials, officers, employees and agents from, and shall defend it and them against, any and all liabilities, obligations, losses, damages, judgments, costs, expenses (including reasonable legal fees and costs of investigation) arising from, in connection with or caused by any act or omission of consultant. Notwithstanding the foregoing, Consultant shall have no obligation under this Section with respect to any loss that is caused by the gross negligence or willful misconduct of the County.

7. Assignment; Successors and Assigns. Neither the Agreement nor any of Consultant's rights hereunder shall be assigned or subcontracted by the consultant without the prior written consent of the County. Any purported

assignment in violation of this section shall be of no force or effect. The Agreement shall be binding upon the successors and permitted assigns of the parties hereto.

8. Compliance with Law. Each and every provision required to be inserted in the Agreement by the law of the Commonwealth of Pennsylvania (the "Commonwealth") or the lawful regulations of any agency of the Commonwealth, and, if the services hereunder involve the use of federal funds, by any law of the United States of America or the lawful regulations of any federal agency applicable to the Agreement, are included herein by reference, and the Agreement shall be read, interpreted and enforced as if such provisions were set forth therein full. If desired by the County or by any Commonwealth or federal officer having power to require the inclusion of provisions and terms herein, the Agreement shall be forthwith physically amended to include such provisions over the signature of the Consultant.

9. Applicable Law, Jurisdiction. The Agreement shall be governed in all respects by the laws of the Commonwealth without giving effect to its rules relating to conflicts of laws. Consultant irrevocably consents to the exclusive jurisdiction in the Court of Common Pleas of Delaware County, Pennsylvania, in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking and irrevocably agrees to service of process by certified mail, return receipt requested, or nationally recognized overnight courier to the address set forth herein.

10. Insurance. Consultant shall, at its sole cost and expense, procure insurance in amounts reasonable and customary for the services being provided hereunder and provide to the County proof of such insurance upon request.

11. Title to Work Product. Title to all deliverables generated by Consultant in performance of this Agreement shall be vested in the County to use in any manner and for any purpose it may desire. Consultant shall not publish any deliverables generated in its performance of this Agreement without the written consent of the County, to be given or withheld in its sole discretion.

Delaware County Libraries' Information

Aston Public Library

3270 Concord Road Aston, PA 19014
Phone: 610 494-5877

Collingdale Public Library

823 MacDade Blvd. Collingdale, PA 19023
Phone: 610 583-2214

Darby Free Library

1001 Main Street Darby, PA 19023
Phone: 610 586-7310

Folcroft Public Library

1725 Delmar Drive Folcroft, PA 19032
Phone: 610 586-1690

Glenolden Library

211 S. Llanwellyn Ave. Glenolden, PA 19036
Phone: 610 583-1010

Haverford Township Free Library

1601 Darby Road Havertown, PA 19083
Phone: 610 446-3082

Helen Kate Furness Free Library

100 N. Providence Road Wallingford, PA 19086
Phone: 610 566-9331

J. Lewis Crozer Library

620 Engle Street Chester, PA 19013
Phone: 610 494-3454

Lansdowne Public Library

55 S. Lansdowne Ave. Lansdowne, PA 19050
Phone: 610 623-0239

Marple Public Library

2599 Sproul Road Broomall, PA 19008
Phone: 610 356-1510

Mary M. Campbell Marcus Hook Public Library

10th & Green Streets Marcus Hook, PA 19061
Phone: 610 485-6519

Media-Upper Providence Free Library

1 E. Front Street Media, PA 19063
Phone: 610 566-1918

Middletown Free Library

464 S. Old Middletown Road Media, PA 19063
Phone: 610 566-7828

Newtown Public Library

201 Bishop Hollow Road Newtown
Square, PA 19073
Phone: 610 353-1022

Norwood Public Library

513 Welcome Ave. Norwood, PA 19074
Phone: 610 534-0693

Prospect Park Free Library

720 Maryland Ave. Prospect Park, PA 19076
Phone: 610 532-4643

Rachel Kohl Community Library

687 Smithbridge Road Glen Mills, PA 19342
Phone: 610 358-3445

Radnor Memorial Library

114 West Wayne Ave. Wayne, PA 19087
Phone: 610 687-1124

Ridley Park Public Library

107 East Ward Street Ridley Park, PA 19078
Phone: 610 583-7207

Ridley Township Public Library and Resource Center

100 East MacDade Blvd. Folsom, PA 19033
Phone: 610 583-0593

Sharon Hill Public Library

246 Sharon Ave. Sharon Hill, PA 19079
Phone: 610 586-3993

Springfield Township Library

70 Powell Road Springfield, PA 19064
Phone: 610 543-2113

Swarthmore Public Library

121 Park Ave. Swarthmore, PA 19081

Phone: 610 543-0436

Tinicum Memorial Public Library

620 Seneca Street Essington, PA 19029

Phone: 610 521-9344

**Upper Darby Township & Sellers Memorial
Free Public Library (Sellers Branch)**

76 South State Road Upper Darby, PA 19082

Phone: 610 789-4440

**Upper Darby Township & Sellers Memorial
Free Public Library (Municipal Branch)**

501 Bywood Ave. Upper Darby, PA 19082

Phone: 610 734-7649

**Upper Darby Township & Sellers Memorial
Free Public Library (Primos Branch)**

409 Ashland Ave. Secane, PA 19018

Phone: 610 622-8091

Yeadon Public Library

809 Longacre Blvd. Yeadon, PA 19050

Phone: 610 623-4090

POLITICAL CONTRIBUTION DISCLOSURE

Under Section 6-12.E of the Administrative Code of Delaware County, Contractors under certain Covered Contracts are required to provide this Disclosure Form in connection with consideration of approval of such Covered Contract by County Council. **Definitions of Contractor, Covered Contract, and certain other terms used in this Disclosure Form, as well as additional instructions for its completion, are set forth in Exhibit A attached hereto.**

Political Contribution Disclosure: Within the past twenty-four (24) months, Contractor* has:

___ **NOT** made any Reportable Contributions.

___ made Reportable Contributions as set forth on Schedule A attached hereto.

***Includes entities and persons related to a Contractor whose contributions are also required to be reported, as further described in the definition of "reportable contribution" on Exhibit A.**

Type of Business Entity

Corporation___ LLC___ Sole Proprietorship___ Other: ___(describe)

Limited Partnership___ Partnership___ LLP___

Certification: In order for this Disclosure Form to be considered validly submitted, it must be properly signed by the Contractor or an officer or employee of the Contractor that is authorized to make this certification. Disclosure Forms that are not properly signed will not be considered as responsive to the requirements of the Delaware County Administrative Code.

By executing below, you:

- (1) Declare and certify that you are the Contractor or an employee or officer of the Contractor and duly authorized to execute this Disclosure Form.
- (2) Represent and warrant that, to the best of your knowledge after appropriate inquiry, all of the information and disclosures provided are true and contain no material misstatement or omissions.
- (3) Acknowledge and agree to comply with the provisions described in Exhibit A.

Name of Contractor: _____

By: _____

Name:

Title:

Date:

APPENDIX II

Exhibit A
Delaware County
Political Contribution and Disclosure Form

Definitions and Instructions

TIMING

Contracts Subject to an RFP/Q, Invitation to Bid or other Solicitation – the Solicitation will have explicit instructions on when and how to submit this Disclosure Form. Please follow those instructions.

Other Contracts – Disclosure Forms must be received by the County at least eight (8) days prior to the County Council meeting at which the approval of a contract will be considered. They should be submitted by e-mail to centralpurchasing@co.delaware.pa.us.

In either case, failure to timely provide this Disclosure Form may delay consideration of your contract by County Council.

PUBLIC POSTING: RIGHT TO KNOW

The Disclosure Form for the selected Contractor is sought will be posted on the County website prior to the County Council meeting at which approval of the Covered Contract will be considered and included in the Agenda materials for such meeting.

The County will also provide copies of Disclosure Forms (whether or not the Contractor is awarded a Covered Contract) in response to requests under the Pennsylvania Right to Know Law.

ONGOING REPORTING

By January 30 each year, commencing January 1, 2023, each Covered Contractor under a Covered Contract with a term exceeding one year is required to provide the County Clerk with an updated Disclosure form showing any reportable contributions in the prior year indicating that are none. If a Contractor does not provide the required disclosure form within thirty (30) days of written notification from the County Solicitor of its failure to timely provide such form, the applicable Covered Contract is subject to being voided by County Council.

PENALTIES

Any Contractor which fails to provide the Disclosure Form or which submits a Disclosure Form which is materially inaccurate may be banned as a contractor or subcontractor to the County for a period of up to three (3) years, and/or, to the extent legally permitted, the covered contract in question may be terminated, in each case, by a majority vote of County Council following such investigation and consideration of such evidence as County Council deems appropriate or by action of such other entity or body as may be designated by resolution of County Council.

DEFINITIONS

“Contractor” means any non-governmental person, corporation, partnership, association or other entity, whether or not for profit, and includes any subcontractor which is reasonably anticipated to receive compensation of \$50,000 or more under the applicable Covered Contract. **See the definition of “Reportable Contribution” below for entities and persons related to a contractor whose contributions are also required to be reported.**

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"Covered Candidate" means any individual who seeks nomination or election to the following offices by vote of the electorate (whether or not such individual is nominated or elected): (1) County Council, District Attorney, Sheriff, Controller or Register of Wills in Delaware County; (2) Judge of the Court of Common Pleas of Delaware County or the Magisterial District Courts of Delaware County; (3) any seat in the Pennsylvania General Assembly which represents residents of Delaware County; or (4) any state-wide office in Pennsylvania (non federal).

An individual shall be deemed to be seeking nomination or election to an office if such individual has:

- (1) received a contribution or made an expenditure or given consent for any other person or committee to receive a contribution or make an expenditure for the purpose of influencing his nomination or election to such office, whether or not the individual has announced the specific office for which he will seek nomination or election at the time the contribution is received, or the expenditure is made; or
- (2) taken the action necessary under the laws of Pennsylvania to qualify for nomination or election to such office.

The term shall include individuals nominated or elected as write-in candidates unless they resign such nomination or elected office within 30 days of having been nominated or elected.

"Covered Contract" means any contract, agreement, memorandum of understanding or other arrangement which is (i) required to be approved by County Council and (ii) under which a Covered Contractor provides or leases goods, supplies, materials, equipment, consulting, professional or other services, and/or property to the County, whether or not payments under the Covered Contract are anticipated to be made from general revenues or another specified source of funds, but does not include grant agreements under which the County is the grantee.

"Political contribution" means any advance, conveyance, deposit, distribution, transfer of funds, loan, payment, pledge, purchase of a ticket to a testimonial or similar fund-raising affair, or subscription of contract, agreement, promise or other obligations, whether or not legally enforceable, to make a political contribution.

"Reportable Contribution" means a political contribution, to:

- (A) A covered Candidate.
- (B) Any Pennsylvania state committee of a political party, any County committee of a political party or any committee of a political party established at the municipal level for a municipality in the County.
- (C) A contribution to a political action committee with the intent or expectation that some or all of such contribution will be directed to a covered candidate. This intent shall be presumed if a political action committee only supports one or more covered candidates.
- (D) A contribution to a political action committee controlled by a person or entity described in clauses (1) through (5) below.

Reportable contributions include contributions by: (1) a Contractor; (2) any corporate parent, subsidiary or other affiliate of a Contractor; (3) an officer or director of a

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Contractor; (4) a shareholder or partner of a Contractor with a 5% or greater ownership interest; and (5) the spouse of any person or entity listed in the preceding clauses; and shall also include any contribution reimbursed by a person or entity listed in the clauses (1) through (5).

QUESTIONS

Questions regarding the Disclosure Form may be directed to centralpurchasing@co.delaware.pa.us.

Schedule A DELAWARE COUNTY

APPENDIX II

