



HAWAII STATE PUBLIC LIBRARY SYSTEM
REQUEST FOR PROPOSALS
No. HSPLS RFP-23-01

RADIO FREQUENCY IDENTIFICATION (RFID) SYSTEM
FOR THE
HAWAII STATE PUBLIC LIBRARY SYSTEM

Legal Ad Date: January 9, 2023

Proposal Due Date and Time:
February 10, 2023
2:00 PM (HST)

Offerors interested in responding to this electronic solicitation must be a registered user on the State of Hawaii eProcurement System - HlePRO (<https://hiepro.ehawaii.gov/welcome.html>) in order to participate in this procurement. Registration is free. Once registered, Offerors can login to view and respond to the HlePRO solicitation.

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SECTION ONE

INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

The Hawaii State Public Library System (HSPLS) is requesting proposals from qualified vendors to furnish goods and or services identified in this document.

1.2 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

CPO	=	Chief Procurement Officer
DAGS	=	Department of Accounting and General Services
GC	=	General Conditions, issued by the Department of the Attorney General
GET	=	General Excise Tax
HAR	=	Hawaii Administrative Rules
HRS	=	Hawaii Revised Statutes
HSPLS	=	Hawaii State Public Library System
HST	=	Hawaii Standard Time
Offeror	=	Any individual, partnership, firm, corporation, joint venture, or representative or agent submitting an offer in response to this solicitation.
Procurement Officer	=	The contracting officer for the State of Hawaii, Hawaii State Public Library System
RFP	=	Request for Proposal
State	=	State of Hawaii, including each departments, agencies, and political subdivisions
TSS	=	Technical Services Section

1.3 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule represents the State's best estimate of the schedule that will be followed. All times indicated is Hawaii Standard Time (HST). If a component of this schedule, like the "Proposal Due" date is delayed, the rest of the schedule will likely be shifted by the same number of days. The approximate schedule is as follows:

Deadline to Submit Questions	January 16, 2023
Proposals Due	February 10, 2023
Estimated Contract Award	February 28, 2023
Estimated Contract Start Date	March 1, 2023
Deadline for system to go live for staff and public use	July 31, 2023

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 HSPLS INFORMATION AND STATISTICS

The Hawaii State Public Library System (HSPLS) is a statewide system consisting of 51 public libraries located on six major islands (Hawaii, Kauai, Lanai, Maui, Molokai, and Oahu). There are 12 libraries on Hawaii, 6 libraries on Kauai, 1 library on Lanai, 6 libraries on Maui, 1 library on Molokai, and 25 libraries on Oahu. Twelve (12) of these libraries are a combination public and school (P/S) libraries serving both school and general public populations.

- See Appendix A for a listing of all branch locations and relevant support offices, by island. Unless otherwise noted, all locations should be considered as points of delivery.

The State of Hawaii has a population of 1.442 million (2021) with 938,000 HSPLS library cardholders.

Collection size - 3,068,466 items (as of July 2022)

Annual circulation pre-pandemic at 5M/year. At present, ~3.5 – 4.5M/year.

2.2 SCOPE OF WORK

The Hawaii State Public Library System seeks bids from qualified vendors on the hardware, software, tags, shipping, installation, training, project management and support services necessary to install and operate a complete RFID enabled circulation, self-check, security and collection management system for the entire 51 branch Hawaii State Public Library System, plus 2 support office locations.

The proposed system must work in conjunction with the library's integrated library system, Horizon version 7.5.6 (SirsiDynix), as well as the Library's existing RFID equipment and tags (currently in use at the Nanakuli Public Library).

Using this technology, the library seeks to provide patrons with a quick and user-friendly way to borrow materials and manage their accounts; to allow staff to provide more personalized patron service; and to provide a level of security that will reduce item loss and increase material availability.

2.3 TIMELINE

RFID tagging complete, all equipment installed and functional, staff trained, and ready for staff and public use by July 31, 2023.

SECTION THREE

OFFEROR AND GENERAL REQUIREMENTS

3.1 HEALTH AND SAFETY

1. Offeror shall provide documentation and certification listing numbers of the UL or ETL approval.
2. All electronic equipment must be FCC compliant.
3. The system must be ADA-compliant.
4. Detection or security corridors must follow relevant ADA requirements.
5. All products must comply with internally recognized standards for RFID-based library self-service systems.

3.2 GENERAL REQUIREMENTS

Offeror must be able to demonstrate a proven ability to provide and implement the following:

1. The proposed system and all of its components must be entirely compatible with, and in no other manner interfere with, HSPLS's ILS, Horizon version 7.5.6 (SirsiDynix), its computer clients or other components. The proposal should also include minimum specifications for PCs and network components that may be required in conjunction with the operation of the system.
2. Offeror must have at least 3 current ILS contracts with public libraries who are Horizon (SirsiDynix) customers.
3. Offeror must be willing to work with SirsiDynix to resolve any RFID-ILS functionality problems.
4. All tags and devices writing to the tags must conform to ISO-28560-3 standard. Ability to read, write and recognize existing RFID tags in materials (Nanakuli Public Library).
5. Provide options for upgrade, trade, buyback and/or recycling of existing RFID components and/or Self-Check equipment located in seven (7) current library locations: Manoa (Oahu); Hilo (Hawaii); Kihei (Maui); Kapolei (Oahu); Aiea (Oahu); Lahaina (Maui); Nanakuli (Oahu).

SECTION FOUR

SPECIFICATIONS AND REQUIREMENTS

Unless otherwise stated, quantities listed are estimates only, and HSPLS does not guarantee to purchase the quantities specified. The quantities purchased will be limited to the amount of monies budgeted and appropriated for it.

Unless otherwise specifically provided in the specifications, reference to any equipment, materials, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

HSPLS wishes to acquire the following system **COMPONENTS AND/OR SOFTWARE:**

4.1 SELF-CHECKOUT STATIONS WITH PATRON-FACING SOFTWARE

Quantity: 70 units

Current Self-Check Station: Bibliotheca + 3M Self Check system Model 500 free-standing, self-checkout kiosk for library materials. Specifications for this model are to be considered the minimum acceptable standards for any proposed self-check station.

Requirements:

1. The self-checkout station must provide flexible installation options, allowing for both standalone kiosks and tabletop deployments, as necessary. Converting from one model to another should take less than five minutes.
2. The self-checkout station must utilize a touch screen and must display animation for each step in the process which illustrates how patrons are to interact with the system.
3. The self-checkout station must be able to check out multiple tagged materials in a stack with notification when all items are checked out.
4. The self-checkout station must be able to accept patron identification number from a scanned library card, from a scanned barcode image on a smartphone device, or keypad entry on a touch screen monitor.
5. The self-checkout station must be able to read encoded barcode number on RFID tags and communicate with the Library's ILS to display title information, complete checkout of materials, and change the security status.
6. The self-checkout station must have the ability to perform off-line transactions and maintain records of all items checked out when the ILS is offline, and then upload transactions when the ILS is back online.
7. The self-checkout station must allow patrons to be able to renew items without having the items in hand.
8. The self-checkout station must provide options for printed receipts, no receipts or email receipts.
9. The self-checkout station must meet ADA guidelines and include software features such as a large touch screen interface, text-to-speech and large type size.

10. The self-checkout station software must display graphics and video content to promote the library and community programs/events. To maintain a consistent patron experience, this functionality must be managed centrally and be integrated into the interface rather than redirect patrons to an external website.
11. The self-checkout station must be capable of displaying dynamic digital content (static images and videos) and announcements when not being actively used, utilizing the full screen of the self-checkout to do so.
12. The self-checkout station must be capable of accepting payment with cash and or credit/debit card or have this functionality as an optional add on to the station.
13. The vendor will work together with the Hawaii State Public Library System to integrate 'Ōlelo Hawai'i, and other languages as needed, into the self-checkout interface. Patrons must be able to choose from 65+ available languages at self-checkout.
14. The self-checkout station must be able to be remotely monitored through a vendor-provided, centralized management system.

4.2 RFID GATE DETECTION SYSTEM

Quantity: 69 units

Current RFID gate detection system: Bibliotheca + 3M RFID Detection System, multiple corridor unit with baseplate (wired network card). Specifications for this detection system are to be considered the minimum acceptable standards for any proposed RFID gate detection system.

Requirements:

1. The RFID gate detection system must provide visual and audible alerts and alarms for items not disabled by checkout process and must provide notification of the specific RFID tagged item(s) that caused the alarm.
2. The RFID gate detection system must have a read range of no less than sixty-three (63) inches between two security gate panels.
3. The RFID gate detection system should have standard and wide aisle options.
4. The RFID gate detection system should only require a single data connection for multiple pedestals.
5. The RFID gate detection system must include a reliable patron counter which counts incoming counts, outgoing counts, and total counts for both directions, which can be reset only by Library staff and is easily accessible to staff.
6. The RFID gate detection system must provide item security even when the Library's ILS or network is offline or not functioning.
7. The RFID gate detection system must have an on/off key switch that staff can easily use to temporarily disable the system.
8. The RFID gate detection system must be designed with energy saving features, including a power-save mode that only activates RFID detection when people are in the detection zone, saving the library energy costs during off-peak times.
9. The RFID gate detection system must be able to be remotely monitored through a vendor-provided, centralized management system.

4.3 CIRCULATION / TECHNICAL SERVICES STAFF WORKSTATION

Quantity: 153 Units

Current: Bibliotheca + 3M RFID Staff Workstation (Shielded or USB). Specifications for this workstation are to be considered the minimum acceptable standards for any proposed staff workstation.

Requirements:

1. Staff workstation must be entirely compatible with, and in no other manner interfere with, HSPLS's ILS, Horizon version 7.5.6 (SirsiDynix), its computer clients or other components. Staff must be able to use the existing Horizon interface for all circulation and processing transactions.
2. Staff workstation must have a thin (less than 5/8") reader pad that provides easy installation.
3. Staff workstation must have an RFID tag read range of 8 inches minimum above the pad and no more than 1 inch on any side or under pad for item tags.
4. Staff workstation system must be able to be used for check-out and check-in of Library materials.

4.4 PORTABLE HANDHELD READER / INVENTORY WAND / SHELF MANAGEMENT TOOL

Quantity: 57 Units

Requirements:

1. The portable handheld reader and any accessories needed to meet all the specifications in this section must be a wireless, one-piece design, to be held in one hand and easily set down on a Library shelf or cart when necessary to free the user's hands.
2. The total weight of the portable handheld reader must be less than 28 ounces, including battery, RFID reader, antenna, display and computing unit, and any other components that must be carried by the user.
3. The proposed portable handheld reader must be able to scan collection and receive real-time status updates from the ILS. These functions must include shelf reading, inventory, identifying lost, missing, claim returned items, and items with incorrect security.
4. The portable handheld reader must accommodate shelf order (sort) checking: to locate items that are out of place on the shelves. This capability must be sensitive enough to locate items that are out of place by as little as 5 inches.
5. The portable handheld reader must emit an audible sound as well as a colorful visual alert when search items are found.
6. The portable handheld reader must have built-in text-to-speech technology, where the unit will vocalize the title, making it easier for staff to locate missing items.
7. The portable handheld reader battery life must allow the user to work for at least 16 hours before charging or changing batteries is required.

4.5 RFID TAGS – BLANK TAGS FOR CONVERSION

Quantity: 3,000,000 Units

Requirements:

1. The RFID tags must be fully compliant with ISO 18000-3 Mode 1 and include both mandatory and optional commands specified in ISO 15693-3. They will also adhere to the ISO 28560-2 standards for North American libraries.
2. The RFID tags must be square size: 50mm x 50mm. Vendor must offer a full-range of additional tag options, including: media tags, hub tags and high-value asset tags.
3. The RFID tags must operate at 13.56 MHz.
4. The RFID tags must be tested for more than 100,000 read/write cycles.
5. The RFID tags must utilize the Slix2 IC chip, providing increased performance over the older Slix silicon chip.

4.6 TAGS – ENCODED/PRINTED FOR NEW ITEMS

Quantity: 300,000 Units

Requirements:

1. The RFID tags must be fully compliant with ISO 18000-3 Mode 1 and include both mandatory and optional commands specified in ISO 15693-3. They will also adhere to the ISO 28560-2 standards for North American libraries.
2. The RFID tags must be square size: 50mm x 50mm. Vendor must offer a full-range of additional tag options, including: media tags, hub tags and high-value asset tags.
3. The RFID tags must operate at 13.56 MHz.
4. The RFID tags must be tested for more than 100,000 read/write cycles.
5. The RFID tags must utilize the Slix2 IC chip, providing increased performance over the older Slix silicon chip.
6. Printing on RFID tag will include:
 - a. Hawaii State Public Library System
 - b. 10 digit, Code 39 barcode (9 digits w/ MOD 10 check digit)
 - c. Sequence to begin with a recommended numbering scheme (HSPLS will provide information on sequencing and a sample)
7. RFID tags will be encoded with the unique barcode number.

4.7 CENTRAL MANAGEMENT SOLUTION

1. Central management solution must be available via a web-hosted, browser-based application that displays connected production information in real time across all libraries.
2. Self-checkout kiosks, security gates and any optional components we may wish to consider for purchase (e.g., hold lockers, automated materials handling sorter systems, smart return shelves) must be able to be monitored using the central management solution.
3. Central management system must allow library staff to view connected products via a dashboard with live tiles or cards that show system health at a glance.

4. Central management system must provide detailed patron, item and device reports that can be viewed by the entire system or broken down into branch-level, equipment-based or time interval statistics.
5. Central management system must allow users to schedule reports to be sent automatically via e-email.

4.7 ADDITIONAL COMPONENTS

HSPLS is interested in exploring other technology solutions to enhance patron experience and improve services and efficiency. Automated handling solutions, improved access through on-site or remote vending machines, smart return shelves, lockers or other means are some examples of other technologies that will be considered.

Any optional components, configurations, or equipment that bidders would like to propose may be included as an appendix to the primary proposal response. Each option should clearly delineate all costs associated with that option and include an explanation of the benefits of the additional solutions. Each option should reference whether or not product can be managed through the current centralized administrative software program.

SECTION FIVE

PROJECT IMPLEMENTATION / INSTALLATION / DOCUMENTATION REQUIREMENTS

5.1 PROJECT IMPLEMENTATION

HSPLS wishes to acquire the following **SERVICES** as part of the RFID implementation:

The bidder shall provide a comprehensive project implementation plan for all 51 branch library locations, plus 2 support office locations. This plan shall include:

1. Project management and technical support personnel who will be key points of contact for the entire implementation. Please include number of staff vendor will assign to project, the number of days they will be assigned to on-site locations and a brief description of each person's qualifications and experience.
2. A detailed project schedule for the entire project from conversion to installation, configuration and training, including: key activities, deliverables and responsibilities of the vendor/library staff.
3. A detailed conversion plan for the most efficient strategy for tagging/conversion of existing HSPLS collections which provides recommendations for handling multipart sets of CDs and DVDs, as well as recommendations for handling mixed media sets (e.g., book and CD).
 - a. Conversion System Requirements:
 - i. Easily maneuverable mobile tagging stations (or components) for RFID conversion for loan or lease. These stations (or components) must be designed for use in the stacks and should not require a connection to the Library's ILS.
 - ii. During tagging process, system must automatically interrupt if barcode scanner fails to scan all digits in the barcode.
 - iii. During tagging process, system must provide real-time alerts when programming errors occur.
 - iv. During tagging process, system must have graphics with tagging placement guidelines.
4. Vendor must provide details on any materials that the library will be expected to provide in order to ensure a successful implementation which are outside the provisions of the bidder's proposal.

5.2 INSTALLATION REQUIREMENTS

The vendor will install the system across all 51 locations, plus two support offices, by fully trained, factory-authorized and company-certified technicians who are available in the State of Hawaii. The technicians will deliver, install and setup, test equipment onsite, and train library staff on its operation.

The proposed system must be installed according to a schedule determined in coordination with Library staff to minimize disruption.

Vendors should recommend an installation plan. The Library anticipates installing the RFID self-checkout, staff stations, portable handheld reader, and detection system, and having it fully available for staff and public use by July 31, 2023.

Vendor must also be available for consultation with the Library regarding placement of hardware to accommodate network infrastructure, power and ventilation requirements, building restrictions, and to maximize workflow, staffing, and patron convenience.

5.3 STAFF TRAINING AND DOCUMENTATION

Bidder will supply adequate training free of charge to the Library as part of the implementation process. Adequate training is defined by the following:

1. Training key circulation, technical services, system administration and public services staff in the use of all equipment. Total number of staff to be trained is approximately 150.
2. Training will be performed by the vendor and will take place both on-site at the branches and/or via a virtual environment (synchronous/asynchronous), as appropriate based on the training topic.
3. HSPLS requires user manuals, plus any other materials that are typical distributed during training.
4. HSPLS requires that manual be available in electronic format with unlimited distribution within the library system, and shall be supplied free of charge.
5. HSPLS requires unlimited interaction with the bidder sales staff and technical support staff during installation planning, the installation phase, and follow-up immediately after such installation.

5.4 ONGOING SUPPORT AND TECHNICAL ASSISTANCE

Toll-free telephone assistance on system use and troubleshooting must be available between 8:00am and 8:00pm HST on Monday through Friday; 8:00am to 4:00pm HST on Saturday; and 11:00am to 6:00pm HST on Sunday.

The vendor must provide ongoing, on-site support across all 51 library locations, plus two support offices by fully trained, factory-authorized and company-certified technicians who are available in the State of Hawaii.

The vendor shall respond to requests for service within 24-hour notice while equipment is under warranty and maintenance coverage.

The vendor shall provide software patches and service pack released at no additional cost to HSPLS for the life of the system.

5.5 WARRANTY AND MAINTENANCE

Warranty and maintenance agreement to cover any defects or malfunctions of equipment for a period of 1 year from date of installation with an option to renew such coverage. The bidder shall warrant that the system will meet the reliability and performance requirements set forth in the above specifications and will continue to do so as long as the system remains under the maintenance agreement.

Once the 12-month warranty period has ended, the vendor and HSPLS may extend the contract service agreements and warranty period on parts and labor for four (4) additional one (1) year renewals, upon mutual agreement in writing.

SECTION SIX

PROPOSAL PREPARATION AND SUBMISSION

6.1 PROPOSAL PREPARATION COSTS

Any and all costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility and shall not be reimbursed by the State.

All proposals become the property of the State of Hawaii.

6.2 SUBMISSION OF PROPOSALS

1. To be considered responsive, the Offeror's proposal shall respond to and include all items specified in this RFP and any subsequent Addenda. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions set forth herein or in any subsequent Addenda may be rejected without further consideration.
2. Offer Form, Page OF-1. Offer Form, OF-1 is required to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, and to indicate exact legal name in the appropriate space on Offer Form, OF-1 (Attachment 1). Failure to do so may delay proper execution of the Contract.
3. Offer Form, Page OF-2. Total offer price shall be FOB destination and shall include, but not limited to, shipping & handling, operating software, setup fees, all applicable taxes and any other costs incurred to provide product(s) and/or services specified above. Unit prices will be quoted for all components, hardware, software, installation, and service (s). Offeror will also provide a detailed quote sheet. Prices reflected in the proposal shall include any discounts. Annual maintenance and support costs shall be included showing actual costs of proposed solution over five years.

Submission of a proposal shall constitute an incontrovertible representation by the Offeror that the Offeror agrees to comply with every requirement of this RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

4. Before submitting a proposal, each Offeror shall:
 - a. Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments and any other relevant documentation.
 - b. Become familiar and comply with State, local and federal laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work.
5. Electronic Submission
 - a. **Offer Forms OF-1 and OF-2 shall be received electronically** through the Hawaii State eProcurement called HlePRO. Offers received outside of the HlePRO shall be rejected and not be considered for award. To register for HlePRO, please go to <http://hiepro.hawaii.gov>. If you need assistance in registering or submitting your offer, please call (808) 695-4620 or go to the HlePRO website and click on Help-Chat online.

- b. Offeror is encouraged to submit a typewritten offer. If handwritten, it should be clearly printed. Offeror is cautioned that evaluation committee members may automatically reject illegible proposals to avoid misinterpretation.
- 6. The Offeror may modify or withdraw a proposal before the Offer due date and time.
- 7. Confidential Information
 - a. If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer named on the cover of this RFP should be so advised in writing and provided with justification to support confidentiality claim. Price is not considered confidential and will not be withheld.
 - b. An Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

6.3 POLICIES

Communication with other State officials, the Evaluation Committee, or others associated with the HSPLS with regard to this Request for Proposals is prohibited.

6.4 QUESTIONS, RESPONSES AND EXCEPTIONS

Questions and clarifications concerning discrepancies, omissions, or non-compliance with this RFP's requirements, evaluation criteria or special provisions shall be submitted electronically through HiePRO by the due date indicated in Section 1.3 RFP Schedule and Significant Dates, or as amended. When asking a question, Offeror shall identify the RFP page number and section(s) being addressed.

Answers to questions shall be made through the issuance of an addendum which will be posted to HiePRO by the date indicated in Section 1.3, or as amended.

Any exception taken to technical requirements, evaluation criteria, or special provisions of the RFP that are submitted with the proposal shall be considered as a condition to the Offerors proposal, which may be negatively affect the evaluation of the Offeror's proposal or result in the non-consideration of their proposal. The State reserves the right to reject any exceptions listed.

All addenda shall become a part of the RFP.

SECTION SEVEN

EVALUATION CRITERIA AND CONTRACTOR SELECTION

Evaluation criteria and the associated points are listed below. The award will be made to the most responsible Offeror whose proposal is determined to be the most advantageous to the HSPLS based on the evaluation criteria listed in this section.

7.1 EVALUATION OF MANDATORY REQUIREMENTS – (Pass / No Pass)

The evaluation of the mandatory requirements shall be on a “pass/no pass” basis. No points shall be assigned for these requirements. The purpose of this phase is to determine whether an Offeror’s proposal is sufficiently responsive to the RFP to permit a complete evaluation. Each proposal will be reviewed for responsiveness. Failure to meet the minimum, mandatory requirements (“no pass”) will be grounds for deeming the proposal nonresponsive to the RFP and rejection of the proposal. Only those proposals meeting the following mandatory requirement (“pass”) will be considered in the Criteria Evaluation.

MANDATORY REQUIREMENTS FOR THE PROPOSAL

Offer Form OF-1
Offer Form OF-2
Proposal

7.2 EVALUATION CATEGORIES AND THRESHOLDS

Evaluation Categories	Possible Points
Conformity to standards and interfacing requirements	25%
Five-year cost of the system (purchase price plus maintenance)	20%
Delivery date / Go-live date	10%
Training	10%
Overall plan for implementation	10%
Technical Support	10%
Past performance of vendor as per customer	5%
Flexibility of software	5%
Suitability of hardware platform	5%
Total Possible Points	100%

SECTION EIGHT

SPECIAL PROVISIONS

8.1 SCOPE

All materials acquisition services provided to HSPLS shall be in accordance with this RFP, including the special provisions in this section, the Scope of Work specified herein, and the Department of Attorney General, General Condition (GC) included by reference and available on the Internet at <http://hawaii.gov/forms/department-of-attorney-general/internal-forms/ag008/view>.

8.2 RESPONSIBILITY OF OFFERORS

Offeror is advised that in order to be awarded a contract under this solicitation, Offeror will be required, to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS §103D-310(c):

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Refer to the Section 6.29 Award for Contract for instructions to register for Hawaii Compliance Express (HCE) utilized for verification of compliance.

The State will verify compliance on Hawaii Compliance Express (HCE).

Hawaii Compliance Express. The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

Vendors/contractors/service providers should register with (HCE) prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment.

Timely Registration on HCE. Vendors/contractors/service providers are advised to register on HCE soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, an Offeror will not receive the award.

8.3 OFFEROR QUALIFICATIONS

Offeror shall meet all of the qualifications required by this RFP. Failure to meet the qualifications as specified in Section Three – Offeror and General Requirements will likely have an adverse effect on Offeror's proposal evaluation.

8.4 TERM OF CONTRACT

Successful Offeror shall be required to enter into a formal written contract to commence work on this project.

The initial term of the contract shall be for a 12-month period starting on the official commencement date of the Notice to Proceed. The contract may be extended for up to four (4) additional twelve (12) month periods of any portion thereof, if mutually agreed upon in writing prior to contract expiration.

Upon extension of the contract, the Contractor shall be required to execute the State's Supplemental Agreement to the Contract.

The Contract or State may terminate the extended contract period at any time upon sixty (60) days prior written notice.

8.5 CONTRACT ADMINISTRATOR

For the purposes of this contract, Mallory Fujitani, Special Assistant to the State Librarian or her appointed representative is designated the Contract Administrator. She may be reached at mallory.fujitani@librarieshawaii.org.

8.6 REQUIRED REVIEW

Offeror shall carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter **must be made in writing and should be received by the Hawaii State Public Library System prior to the deadline for written questions as stated in the RFP Schedule and Significant Dates, Section 1.3.** This will allow issuance of any necessary corrections and/or amendments to the RFP. It will help prevent the opening of a defective solicitation and exposure of Offeror's proposal upon which award could not be made. Any exceptions taken to the terms, conditions, specifications, or other requirements listed herein, must be listed in the *Exceptions* section of the Offeror's proposal, if the exception is unresolved by the Proposal Due date.

8.7 ECONOMY OF PRESENTATION

Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content. If any additional information is required by the State regarding any aspects of the Offeror's proposal, it shall be provided within five (5) business days.

8.8 CONFIDENTIAL INFORMATION

If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer named on the cover of this RFP should be so advised in writing and

provided with justification to support confidentiality claim. Price is not considered confidential and will not be withheld.

An Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Pursuant to HAR §3-122-58, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with HRS Chapter 92F. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with HRS §92F-42(12).

8.9 CANCELLATION OF RFP AND PROPOSAL REJECTION

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to HAR §§ 3-122-96 through 3-122-97.

8.10 OFFER ACCEPTANCE PERIOD

The State's acceptance of an offer, if any, will be made within sixty (60) calendar days after the opening of proposals. Prices or commissions quotes by the Offeror shall remain firm for a sixty (60) day period.

8.11 AWARD OF CONTRACT

Method of Award. Award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria set forth in the RFP.

Responsibility of Offeror. Pursuant to HRS §103D-310(c), the selected Offeror shall at the same time of award be compliant with all laws governing entities doing business in the State. The State will verify compliance on Hawaii Compliance Express (HCE).

Hawaii Compliance Express. The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

Vendors/contractors/service providers should register with HCE prior to submitting an offer at <https://vendords.hawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment.

Timely Registration on HCE. Vendors/contractors/service providers are advised to register on HCE as soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, an Offeror will not receive the award.

8.12 PROPOSAL AS PART OF THE CONTRACT

This RFP and all or part of the successful proposal may be incorporated into the contract.

8.13 PAYMENT

Payment will be made to the contractor upon receipt of ordered materials in good condition and on the original invoice provided for the goods received. Payment will be by check or PCard as applicable.

HRS §103-10, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of the contract to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by HRS §103-10, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

8.14 SUBCONTRACTING

No work or services shall be subcontracted or assigned without the prior written approval of the State. No subcontract shall under any circumstances relieve the Contractor of his/her obligations and liability under this contract with the State. All persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

8.15 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

8.16 CONTRACT MODIFICATIONS – UNANTICIPATED AMENDMENTS

During the course of this contract, the Contractor may be required to perform additional work that will be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a written description of the additional work and a firm price for the additional work.

Changes to the contract may be modified only by written document (contract modification) signed by the Hawaii State Public Library System and Contractor personnel authorized to sign contracts on behalf of the Contractor.

The Contractor will not commence additional work until a signed contract modification has been issued.

8.17 ADDITIONAL TERMS AND CONDITIONS

The State reserves the right to add terms and conditions. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluation.

8.18 NON-DISCRIMINATION

The Contractor shall comply with all applicable federal and State laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, sexual orientation, marital status, handicap, or arrest and court records in employment and any condition of employment with the Contractor or in participation in the benefits of any program or activity funded in whole or in part by the State.

8.19 CONFLICTS OF INTEREST

The Contractor represent the neither the Contractor, nor any employee or agent of the Contractor, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the Contractor's performance of this contract.

8.20 WAIVER

The failure of the State to insist upon the strict compliance with any term, provision, or condition of this contract shall not constitute or be deemed to constitute a waiver or relinquishment of the State's right to enforce the same in accordance with this contract.

8.21 SEVERABILITY

In the event that any provision of this contract is declared invalid or enforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this contract.

8.22 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

HRS §11-355 Contributions by state and county contractors prohibited.

(a) It shall be unlawful for any person who enters into any contract with the State, any of the counties, or any department or agency thereof either for the rendition of personal services, the buying of property or furnishing of any material, supplies, or equipment to the State, any of the counties, any department or agency thereof, or for selling any land or building to the State, any of the counties, or any department or agency thereof, if payment for the performance of the contract or payment for material, supplies, equipment, land, property, or building is to be made in whole or in part from funds appropriated by the legislative body, at any time between the execution of the contract through the completion of the contract, to:

1. Directly or indirectly make any contribution or promise expressly or implied to make any contribution to any candidate committee or non-candidate committee, or to any candidate or to any person for any political purpose or use; or
2. Knowingly solicit any contribution from any person for any purpose during any period.

8.23 ADDITIONS, AMENDMENTS AND CLARIFICATIONS

Approvals. Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Confidentiality of Material. All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization with the prior written approval of the STATE.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, HRS Chapter 92F. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to HAR §3-122-58, in case of an RFP, or HAR §3-122-30, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Department of Attorney General in accordance with HRS Chapter 92F. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under HAR §3-126. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with HRS §92F-15.5.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Competency of Offeror. Prospective Offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive.

Preparation of Offer. An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected.

SECTION NINE

ATTACHMENTS

- Attachment A: List of Library and Support Offices Locations
- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2

ATTACHMENT A – List of Library & Support Offices Location

Island	Library	Street Address	City	Zip
Hawaii	Hilo Public Library	300 Waianuenue Ave	Hilo	96720
Hawaii	Honokaa Public Library	45-3380 Mamane St Building #3	Honokaa	96727
Hawaii	Kailua-Kona Public Library	75-138 Hualalai Rd	Kailua-Kona	96740
Hawaii	Keaau Public & School Library	16-571 Keaau Pahoa Rd	Keaau	96749
Hawaii	Kealahou Public Library	81-6619 Mamalahoa Hwy	Kealahou	96750
Hawaii	Laupahoehoe Public & School Library	35-2065 Old Mamalahoa Hwy	Laupahoehoe	96764
Hawaii	Mountain View Public & School Library	18-1235 Volcano Hwy	Mountain View	96771
Hawaii	Naalehu Public Library	95-5669 Mamalahoa Hwy	Naalehu	96772
Hawaii	North Kohala Public Library	54-3645 Akoni Pule Hwy	Kapaau	96755
Hawaii	Pahala Public & School Library	96-3150 Pikake St	Pahala	96777
Hawaii	Pahoa Public & School Library	15-3070 Pahoa Kalapana Rd	Pahoa	96778
Hawaii	Thelma Parker Memorial Public & School Library	67-1209 Mamalahoa Hwy	Kamuela	96743
Kauai	Hanapepe Public Library	4490 Kona Rd	Hanapepe	96716
Kauai	Kapaa Public Library	4-1464 Kuhio Hwy	Kapaa	96746
Kauai	Koloa Public & School Library	3451 Poipu Rd	Koloa	96756
Kauai	Lihue Public Library	4344 Hardy St	Lihue	96766
Kauai	Princeville Public Library	4343 Emmalani Dr	Princeville	96722
Kauai	Waimea Public Library	9750 Kaunualii Hwy	Waimea	96796
Maui	Hana Public & School Library	4111 Hana Hwy	Hana	96713
Maui	Kahului Public & School Library	90 School St	Kahului	96732
Maui	Kihei Public Library	35 Waimahaihai St	Kihei	96753
Maui	Lahaina Public Library	680 Wharf St	Lahaina	96761
Maui	Lanai Public & School Library	555 Fraser Ave	Lanai City	96763
Maui	Makawao Public Library	1159 Makawao Ave	Makawao	96768
Maui	Molokai Public Library	15 Ala Malama Ave	Kaunakakai	96748
Maui	Wailuku Public Library	251 High Street	Wailuku	96793
Oahu	Aiea Public Library	99-374 Pohai Pl	Aiea	96701
Oahu	Aiea Haina Public Library	5246 Kalanianaʻole Hwy	Honolulu	96821
Oahu	Ewa Beach Public & School Library	91-950 North Rd	Ewa Beach	96706
Oahu	Hawaii Kai Public Library	249 Lunalilo Home Rd	Honolulu	96825
Oahu	Hawaii State Library	478 King St.	Honolulu	96813
Oahu	Kahuku Public & School Library	56-490 Kamehameha Hwy	Kahuku	96731
Oahu	Kailua Public Library	239 Kuulei Rd	Kailua	96734
Oahu	Kaimuki Public Library	1041 Koko Head Ave	Honolulu	96816
Oahu	Kalihi-Palama Public Library	1325 Kalihi St	Honolulu	96819
Oahu	Kaneohe Public Library	45-829 Kamehameha Hwy	Kaneohe	96744
Oahu	Kapolei Public Library	1020 Manawai St	Kapolei	96707
Oahu	Library for the Blind & Print Disabled	402 Kapahulu Ave	Honolulu	96815
Oahu	Liliha Public Library	1515 Liliha St	Honolulu	96817
Oahu	Manoa Public Library	2716 Woodlawn Dr	Honolulu	96822
Oahu	McCully-Moiliili Public Library	2211 S. King St	Honolulu	96826
Oahu	Mililani Public Library	95-450 Makaimoimo St	Mililani	96789
Oahu	Nanakuli Public Library	89-070 Farrington Hwy	Waianae	96792
Oahu	Pearl City Public Library	11338 Waimano Home Rd	Pearl City	96782
Oahu	Salt Lake-Moanalua Public Library	3225 Salt Lake Blvd	Honolulu	96818
Oahu	Wahiawa Public Library	820 California Ave	Wahiawa	96786
Oahu	Waialua Public Library	67-068 Kealahou St	Waialua	96791
Oahu	Waianae Public Library	85-625 Farrington Hwy	Waianae	96792
Oahu	Waikiki-Kapahulu Public Library	400 Kapahulu Ave	Honolulu	96815
Oahu	Waimanalo Public & School Library	41-1320 Kalanianaʻole Hwy	Waimanalo	96795
Oahu	Waipahu Public Library	94-275 Mokuola St	Waipahu	96795
Oahu	Logistic Support Section (LSS)	99-143 Moanalua Road	Aiea	96701
Oahu	Technical Services Section (TSS)	3225 Salt Lake Blvd, Suite 20	Honolulu	96818

**ATTACHMENT 1
OFFER FORM OF-1**

**Radio Frequency Identification (RFID) System
Hawaii State Public Library System
HSPLS RFP-23-01**

Hawaii State Public Library System
Administrative Services Branch
44 Merchant St.
Honolulu, Hawaii 96813

Dear Sir or Madam:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications, Special Provisions and the General Conditions (Form AG-008) attached hereto; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer,

- 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check ☒ one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **or**
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.
State of incorporation: _____

Offeror is: ☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture ☐ Other _____

Federal I.D. No.: _____

Hawaii General Excise Tax License I.D. No.: _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted,

Date: _____

(x) _____
Authorized Signature (Original)

Telephone No.: _____

Name and Title (Please type or Print)

Fax No.: _____

E-mail Address: _____

* _____
Exact Legal Name of Company (Offeror)

*If Bidder is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed.

**ATTACHMENT 2
OFFER FORM OF-2**

The following is a bid for HSPLS RFP-23-01: Radio Frequency Identification (RFID) System.
Tax is included in the Unit Price.

PRODUCTS /SERVICES	QUANTITY	UNIT PRICE	TOTAL PRICE
Self-checkout stations with patron-facing software (kiosk-includes ALL hardware, software & standalone capability)	70		\$
RFID Gate Detection System	69		\$
Circulation/Technical Services Staff Workstation (includes RFID pad, software and other requirements)	153		\$
Portable Handheld Reader / Inventory Wand / Shelf Management Tool	57		\$
RFID Tags – blank tags for conversion	3,000,000		\$
Tags – encoded/printed for new items	300,000		\$
Central Management Software Solution			
Installation			
Shipping			
Training			
Support			
Hardware Maintenance			
Software Licensing/Maintenance			
Annual Service/Maintenance Costs (Year 1, 2, 3, 4)	4 Years		
TOTAL SUM BID (Amount to be entered to HlePRO)			\$

REFERENCES:

List the names, addresses, phone and primary contact of three (3) companies or government agencies for whom Offeror is currently providing such a system, specifically, public libraries who are currently SirsiDynix/Horizon customers:

1.
2.
3.

OFFEROR:	
Company:	
Name & Title:	
Phone & Email:	