



**HAWAII STATE PUBLIC LIBRARY SYSTEM**  
**REQUEST FOR PROPOSALS**  
**No. HSPLS RFP-19-01**

**FURNISH AND DELIVERY OF**  
**LIBRARY BOOKS AND MATERIALS**  
**FOR THE**  
**HAWAII STATE PUBLIC LIBRARY SYSTEM**

Legal Ad Date: March 15, 2019

Proposal Due Date and Time:  
April 15, 2019  
2:00 PM (HST)

*Vicki A. Kitajima*

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Vicki A. Kitajima  
Procurement Officer

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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 and deliver library books and materials to all library branches Statewide in the most cost efficient and timely manner. The library books and materials to be purchased will be selected by the public librarians for use by library patrons.

### 1.2 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

BAFO	=	Best and Final Offer
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	March 29, 2019
Proposals Due	April 15, 2019
Discussion with Priority Listed Offerors (if applicable)	TBD
Best and Final Offer, (if applicable)	TBD
Estimated Contract Award	May 1, 2019
Estimated Contract Start Date	June 3, 2019

## **SECTION TWO**

### **BACKGROUND AND SCOPE OF WORK**

#### **2.1 PROJECT OVERVIEW AND HISTORY**

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. The system offers print, audio-visual, and digital format materials for circulation and reference use. Our current Integrated Library Systems (ILS) vendor is SirsiDynix and we use Horizon platform.

The Hawaii State Library (HSL) is the main library for the system and has nine subject sections, including the Federal Documents Section which has been designated as a selective Federal Depository Library since 1929 and also houses the Patent and Trademark Library; and a Hawaii and Pacific Section which covers subjects pertaining specifically to Hawaii, the South Pacific and New Zealand.

HSPLS also provides access to the Library for the Blind & Physically Handicapped (LBPH) which is located on Oahu and serves Hawaii and the Pacific. LBPH customers require ADA-compliant library materials and have their own circulation system.

Selection of materials is done by public librarians in each of the library branches as outlined in Act 252 of the nineteenth legislature of the State of Hawaii and Hawaii Administrative Rules (HAR) Chapter 201.2 Selection and Acquisition of Library Material.

The Order Unit, Technical Services Section (TSS) has the responsibility to assist the library staff in the selection and acquisition process. Our average budget for the past seven years has been about \$2.5 to \$3 million.

#### **2.2 SCOPE OF WORK**

The vendor shall provide:

1. A large inventory of materials in a broad range of fiction and basic and advanced/technical non-fiction titles for all ages, reading levels, and in multiple formats, binding, and edition.
2. Door-to-door delivery to each branch location and the Technical Services Section with the ability to track the shipment and receipt of the shipment.
3. Packing slip for each shipment in the box(s) with the materials.
4. An original itemized invoice to the Technical Services Section, the designated Bill To location, specific for each shipment by Ship To account and the purchase order number.
5. Backorders of materials for 120 days from the order or publication date, whichever is later.
6. Bestsellers or StreetSmart titles at least 7-10 days prior to the street date.

7. A dedicated customer service representative to handle phone orders, special orders, problems, and questions. When a voicemail is left or e-mail message is sent, HSPLS shall receive a response within one (1) business day.
8. Provide credits for damaged, short-shipped, incorrectly shipped, or incorrectly discounted materials.
9. Call tag or pick-up service for materials which need to be returned to the Contractor.
10. Electronic relay of information for quotation, invoicing, and receiving. Contractor must be able to process orders through EDI. HSPLS currently uses the Horizon platform as an Integrated Library System.
11. Online selection, including access to review information, acquisitions, and tracking of materials ordered and shipped, as well as maintaining a history of this process. Online access must be reliable, responsive, and fully functional.

### **2.3 PROCUREMENT EXCEPTIONS**

1. HSPLS may deal directly with a publisher when the discount offered by the publisher of the material exceeds that of the vendor.
2. HSPLS retains the option to purchase proprietary materials directly from the publisher. These shall include proprietary directories, selected formats, and binding.

### **2.4 HAWAII STATE PUBLIC LIBRARY SYSTEM RESPONSIBILITIES**

HSPLS will provide:

1. Vendor with complete information on the titles to be ordered, including, but not limited to author, title, publisher, copyright, ISBN/UPC codes as appropriate, quantities to be ordered, purchase order numbers, and specific Ship To locations, with account numbers.
2. Vendor with contact information for staff responsible for ordering, claims, and responding to any other concerns.
3. Libraries with access to the vendor's website to facilitate selections and acquisitions of materials, and including but not limited to the tracking the availability of titles, shipments, invoices, and packing slips.

## **SECTION THREE**

### **PROPOSAL FORMAT AND CONTENT**

#### **3.1 INTRODUCTION**

One of the objectives of this RFP is to make proposals preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective. When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section 2.2 Scope of Work.

Proposal must:

1. Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
2. Include a signed Offer Form OF-1 with the complete name and address of Offeror's firm and the name, mailing address, telephone number, and fax number of the person the HSPLS should contact regarding the Offeror's proposal.
3. If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
  - a. The general scope of work to be performed by the subcontractor;
  - b. The subcontractor's willingness to perform for the indicated.
4. Provide all of the information requested in this RFP in the order specified.
5. Be organized into sections, following the exact format using all titles, subtitles, and numbering. Each section must be addressed individually and pages must be numbered.
  - a. Transmittal Letter  
See Section Seven, Attachment 1, Offer Form OF-1.
  - b. Experience and Capabilities
    - 1) Executive Summary
    - 2) Contractor Background and Experience
    - 3) Personnel: Key Personnel, Primary Responsibilities, and Contact Information
  - c. Processing Orders, Claims Process, and Additional Services  
See Section Five, Evaluation Criteria and Contractor Selection
  - d. Discount Percentage  
See Section Seven, Attachment 2, Offer Form OF-2.

### 3.2 EXPERIENCE AND CAPABILITIES

1. The Executive Summary shall clearly and concisely summarize the organization and business model.
2. The Contractor Background and Experience section shall address each item as follows:

#### **Contractor Background**

Offeror shall provide the following information:

- a. Physical Address
- b. Date established
- c. Ownership (public or private company, partnership, subsidiary, etc.)
- d. Current number of employees
- e. Organizational charts including titles
- f. Electronic ordering services
- g. List of any and all standards for the exchange of information
- h. List of all library automation systems with which your organization regularly exchanges information

#### **Contractor Performance**

Offeror shall provide information that will demonstrate the following:

- a. Responsiveness to previous clients
- b. Timeliness of meeting schedules
- c. Adherence to contract requirements of previous clients
- d. Availability and accessibility to previous clients

#### **Contractor Experience**

Offeror shall provide the following information:

- a. Detail experience with servicing large library systems with multiple Ship to locations and a single Bill to location with at least an average budget of \$3 million.
- b. Past three (3) years of total annual sales of library books and materials broken down by the categories shown on Offer Form, OF-2
- c. Number of titles in current inventory broken down by the categories shown on Offer Form, OF-2.
- d. List of the number of publishers representing.
- e. Submit a complete list of the publishers that your company **does not** represent.

#### **References**

- a. Provide **at least three references** from different libraries with contact information (phone and e-mail).
3. The Personnel section shall include a list of key personnel, primary responsibilities and contact information. HSPLS shall be notified of any changes to key personnel assigned to execute the contract.

**3.3 PROCESSING ORDERS, CLAIMS PROCESS, AND ADDITIONAL SERVICES**

Offeror shall provide complete and detailed information to answer, at a minimum, each of the evaluation criteria and contractor selection items covered in Sections 5.2, 5.3, and 5.4.

**3.4 DISCOUNT PERCENTAGE**

The pricing of materials and services shall be based on the discount percentages offered on Offer Form OF-2.

The discount rate shall not decrease regardless of the number of copies of a single title ordered.

HSPLS will pay taxes as a separate line on invoices. The GET, currently 4.5% for all sales made on Oahu and 4% for all sales made on the islands of Hawaii, Maui, Kauai, Lanai and Molokai. The GET may be added to the invoice as a separate line item and shall not exceed the current rate for that island.



## SECTION FOUR

### PROPOSAL PREPARATION AND SUBMISSION

#### 4.1 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.

#### 4.2 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. Discount percentages shall include **all costs** incurred except applicable taxes as established by law to provide the goods and shall be submitted using spaces on Offer Form page OF-2, Attachment 2.
  - a. Discount percentages are calculated on the list prices of the title as established by the publisher at the point of publication.
  - b. The discount percentage for shipping and handling is a discount off the actual costs incurred.
  - c. The discount rate shall not decrease regardless of the number of copies of a single title ordered.
  - d. All applicable taxes shall be invoiced as a separate line item.

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 and Hard Copy 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. **In addition, Offeror shall mail one (1) original and three (3) copies** of each proposal on forms and in the format specified in this RFP. The original shall be clearly marked "ORIGINAL" and copies shall be clearly marked "COPY". It is imperative that the Offeror submit only one original and the required number of copies. **DO NOT SUBMIT MORE THAN ONE ORIGINAL.** The HSPLS will not provide any reimbursement for the cost of developing, presenting, submitting or evaluating any proposal in response to this RFP.  
Please mail to:  
Hawaii State Public Library System  
Administrative Services Branch  
44 Merchant Street  
Honolulu, Hawaii 96813
- c. Offer Forms OF-1 and OF-2 shall be part of the electronic and hard copy submissions.
- d. 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.

**4.3 POLICIES**

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

#### **4.4 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 FIVE**

### **EVALUATION CRITERIA AND CONTRACTOR SELECTION**

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

#### **5.1 DISCOUNT PERCENTAGE (25)**

This will be based on Offer Form OF-2.

#### **5.2 PROCESSING ORDERS (20)**

This will be based on the following:

1. Ability to accept electronically transmitted orders with payment via purchase order and/or purchase card.
2. Ability to process orders for multiple locations and to ship to multiple locations with individual account codes.
3. Ability to provide quotes within 5 working days.
4. Ability to provide initial shipment within 20 working days of receipt of orders, backorder titles for 120 days, and immediate shipment of Not Yet Published (NYP) titles as published or as noted in specific prepublication agreements.
5. Ability to provide a packing slip for each shipment indicating the number of boxes to be received.
6. Ability to track shipments.
7. Ability to provide an invoice per purchase order number for each shipment sent.
8. Ability to ship in secure packaging to prevent damage to materials.
9. Average Fill Rate.
10. Ability to view inventory, select materials, place EDI orders, review account information, and check the status of orders online.
11. Advanced search and filter options on Contractor website.

#### **5.3 CLAIMS PROCESS (20)**

This will be based on the following:

1. Credit Memo process:
  - a. How easy is the process?
  - b. Can all materials be returned or are there any exceptions?
  - c. Are there any penalties or fees assessed?
  - d. Is Customer Service available by phone until at least 12:00p.m.(HST) and with 24-hour voice mail, fax, and email capability?
  - e. How long does it take to receive a credit memo?
  - f. Does the item need to be returned before credit is issued?
  - g. How long does it take to get a replacement item?
2. Replacement of Damaged/Missing materials:
  - a. Is damaged/missing materials replaced at no charge, including shipping.
  - b. Is there a credit for shipping costs?
  - c. Who pays for return of damaged, incorrectly shipped, or missing materials?

#### **5.4 ADDITIONAL SERVICES (15)**

This will be based on the following:

1. Ability to provide 'Bestseller' titles 7-10 days prior to 'Street date' upon HSPLS agreement not to release prior to 'street date'.
2. Ability to provide a website with HSPLS applicable discounts calculated into the pricing of individual titles and quantities, providing libraries the means to calculate individual library orders, display current warehouse stock, with access to current reviews, bibliographies, etc.
3. Notification of Cancelled and Backordered titles.
4. Statement of payments/credits.

#### **5.5 CONTRACTOR BACKGROUND AND EXPERIENCE (20)**

This will be based on the following:

1. Contractor experience with similar size library systems and acquisition complexity as it relates to the subject solicitation.
  - a. Contractor background
  - b. Contractor performance
  - c. Contractor experience
  - d. References
  - e. Personnel

## **SECTION SIX**

### **SPECIAL PROVISIONS**

#### **6.1 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> or upon request from the Technical Services Sections 3225 Salt Lake Blvd., Honolulu, HI 96818.

#### **6.2 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.

### **6.3 OFFEROR QUALIFICATIONS**

Offeror shall meet all of the qualifications required by this RFP. Failure to meet the qualifications as specified in Section 3.2 Experience and Capabilities will likely have an adverse effect on Offeror's proposal evaluation.

### **6.4 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 five (5) 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.

### **6.5 CONTRACT ADMINISTRATOR**

For the purposes of this contract, Vicki Kitajima, Administrative Services Officer or her appointed representative is designated the Contract Administrator. She may be reached at [vicki.kitajima@librarieshawaii.org](mailto:vicki.kitajima@librarieshawaii.org).

### **6.6 OVERVIEW OF THE RFP PROCESS**

1. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS §103D-303.
2. The procurement process begins with the issuance of the RFP and the formal response to any written questions of inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
3. Proposals shall not be opened publicly, but shall be opened in the presence of two (2) or more procurement officials. The register of proposals and Offeror's proposals shall be open to public inspection after posting of the award.

All proposals and other materials submitted by the Offerors become the property of the State and may be returned only at the State's option.

4. The Procurement Officer, or an evaluation committee selected by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Five. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
5. Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted

the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.

6. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.
7. Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to submission of the BAFO.
8. The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.3 RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal of a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.
9. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Five, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section Five.
10. The contents of any proposal shall not be disclosed during the review, evaluation, discussion or negotiation process. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.
11. The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.
12. The RFP, any addenda issued, and the successful Offeror's proposal shall become part of the contract. All proposals shall become the property of the State of Hawaii.

#### 6.7 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.



**6.8 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.

**6.9 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).

**6.10 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.

**6.11 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.

**6.12 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.

#### **6.13 PROPOSAL AS PART OF THE CONTRACT**

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

#### **6.14 DEBRIEFING**

Pursuant to §3-122-60, a debriefing is provided to the non-selected Offerors to inform them of the basis for the source selection decision and/or contract award.

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The procurement officer or designated shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of the written request.

A protest by the requestor submitted pursuant to HAR §103D-303 (h), following a debriefing shall be filed within five (5) working days, as specified in HAR §103D-303 (h).

#### **6.15 PROTEST**

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website: <http://www.hawaii.gov/spo2/source/>.

Any protest pursuant to HRS §103D-701 and HAR §3-126-3, shall be submitted in writing to the Procurement Officer, Hawaii State Public Library System.

#### **6.16 GOVERNING LAW: COST OF LITIGATION**

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, shall be governed by the laws of the State of Hawaii. Any action at law or equity to enforce or interpret the provisions of this contract shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii.

In case the State shall, without any fault on its part, be made a part to any litigation commenced by or against the Contractor in connection with this contract, the Contractor,

shall pay all costs and expenses incurred by or imposed on the State, including attorneys' fees.

**6.17 CONTRACT EXECUTION**

Successful Offeror receiving award shall enter into a formal written contract. No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to the commencement date. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

**6.18 REQUEST FOR GOODS**

The State will contact the Contractor(s) to furnish contracted goods on an "as needed" basis during the contract period, and will use either the pCard or purchase order when placing the order(s). The Contractor shall furnish contracted goods for orders received during the contracted period in accordance with the specifications, terms and conditions specified herein.

**6.19 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.

**6.20 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.

**6.21 CONTRACT INVALIDATION**

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

**6.22 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.

**6.23 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.

**6.24 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.

**6.25 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.

**6.26 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.

**6.27 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.

**6.28 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.

## **6.29 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 SEVEN**

### **ATTACHMENTS**

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2

**ATTACHMENT 1  
OFFER FORM OF-1**

**Furnish and Delivery of Library Books and Materials  
State of Hawaii  
Hawaii State Public Library System  
HSPLS RFP-19-01**

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**

**Furnish and Delivery of Library Books and Materials  
State of Hawaii  
Hawaii State Public Library System  
HSPLS RFP-19-01**

Discount Percentages:

Trade Hardcover..... \_\_\_\_\_%

Trade Quality Paperbacks ..... \_\_\_\_\_%

Mass Market Paperbacks ..... \_\_\_\_\_%

Library Binding Editions ..... \_\_\_\_\_%

Short Discounted Titles ..... \_\_\_\_\_%

University Press - Trade Hardcover..... \_\_\_\_\_%

University Press - Trade Paperback..... \_\_\_\_\_%

Spoken Word Audio..... \_\_\_\_\_%

DVD..... \_\_\_\_\_%

Shipping and Handling ..... \_\_\_\_\_%

Offeror \_\_\_\_\_  
Name of Company