

ADDENDUM NO. 2

TO THE REQUEST FOR PROPOSALS FOR THE  
**Furnish and Delivery of Library Books and Materials**  
**State of Hawaii**  
**Hawaii State Public Library System**  
**HSPLS RFP-19-01**

ISSUED: APRIL 8, 2019

NOTICE TO ALL PROSPECTIVE OFFERORS

This Addendum is hereby made a part for the Request for Proposals (RFP). The following questions were received from prospective Offerors. The Hawaii State Public Library System (HSPLS) responses are as follows:

QUESTION #1

On the Offer Form (OF-2), Shipping and Handling is listed as an item for which vendors are to provide a percentage discount. Is the Library looking for a specific discount off of shipping charges or should this reflect shipping charges as a percentage of the invoice total?

RESPONSE #1

**The discount percentage for shipping and handling is a discount off the actual costs of shipping and handling.**

QUESTION #2

Section 2 (d) of the General Conditions states that "The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes." In Section 3.4 of the RFP document, it states that HSPLS will pay taxes as a separate line on invoices. Can you confirm that the State will be paying all excise taxes?

RESPONSE #2

**All applicable taxes shall be invoiced as a separate line item.**

QUESTION #3

Regarding Section 7 (Indemnification and Defense) of the General Conditions, can you confirm that this clause relates to claims made by a third party against the State of Hawaii, the contracting agency, and their officers, employees and agents?

RESPONSE #3

**Please consult an attorney for legal advice.**

QUESTION #4

Regarding Section 8 (Cost of Litigation) of the General Conditions, can you confirm that when and if this clause ever applies, the Contractor will have the right to assume and control the defense of the State for purposes of resolving the issue?

**ANSWER #4**

**Please consult an attorney for legal advice.**

**QUESTION #5**

Regarding Section 9 (Liquidated Damages) of the General Conditions, can you confirm whether Liquidated Damages are included and applicable to this RFP/Contract?

**ANSWER #5**

**Liquidated Damages of the General Conditions is standard language in HSPLS contracts.**

**QUESTION #6**

Regarding Section 13 (Termination for Default) of the General Conditions, part a. indicates there is a 10 day cure period allowed. Can you confirm if the cure period can be extended to at least 30 days?

**ANSWER #6**

**Please consult an attorney for legal advice.**

**QUESTION #7**

Regarding Section 29 (Cost or Pricing Data) of the General Conditions, this item indicates that unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures. Can you confirm whether cost or pricing data submission is required for this RFP/Contract?

**ANSWER #7**

**Cost or Pricing Data of the General Conditions is standard language in HSPLS contracts.**



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