

LINDA LINGLE
GOVERNOR OF HAWAII



KŪKULU KE EA A KANALOA

KAHO`OLAWE ISLAND RESERVE COMMISSION

811 Kolu Street, Suite 201, Wailuku, HI 96793
Telephone (808) 243-5020 Fax (808) 243-5885

COMMISSION MEMBERS

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Executive Director

Procurement Notice Posted: June 15, 2009

INVITATION FOR BIDS No. OPS09-FUEL01

SEALED OFFERS TO FURNISH AND DELIVER DIESEL, GASOLINE AND PETROLEUM PRODUCTS FOR THE KAHO`OLAWE ISLAND RESERVE COMMISSION

WILL BE RECEIVED UP TO AND OPENED AT 12:00 NOON (HST) ON

MONDAY, JULY 6, 2009

AT THE OFFICE OF THE KAHO`OLAWE ISLAND RESERVE COMMISSION

811 KOLU STREET, SUITE 201

WAILUKU, HAWAII 96793

DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO

MS. MICHELE MCLEAN

(phone: 808-243-5030 or e-mail: mmclean@kirc.hawaii.gov).

BACKGROUND

Hawai'i State Law establishes the Kaho`olawe Island Reserve (Reserve) and the Kaho`olawe Island Reserve Commission (KIRC). The KIRC governs the Reserve, manages its environmental restoration and preservation, and determines the appropriate uses of the island of Kaho`olawe and its marine waters two miles seaward from the shoreline.

Pursuant to Chapter 6K of the Hawai'i Revised Statutes (HRS), the Reserve is to be used solely and exclusively for the preservation and practice of all rights customarily and traditionally exercised by native Hawaiians for cultural, spiritual and subsistence purposes; preservation and protection of its archaeological, historical and environmental resources; rehabilitation, revegetation, habitat restoration and preservation; education; and limited fishing. Commercial uses are strictly prohibited.

Kaho`olawe Island is located 94 miles southeast of O`ahu and six miles southwest of Maui, and has an area of approximately 28,800 acres. It is 11 miles long, seven miles wide and has a peak elevation of 1,477 feet.

The island is remote and uninhabited, without permanent facilities or utilities, and includes only limited dirt roads and foot trails. A "base camp" kauhale is located at Honokanai`a, on Kaho`olawe's southwest coast, and provides basic sleeping, eating, storage and workshop structures.

PURPOSE AND OBJECTIVE

The KIRC seeks to procure diesel fuel, gasoline, motor oil, fuel treatments and other petroleum products in support of its Kaho`olawe operations. Staff, volunteers, other personnel, cargo and supplies are transported weekly between Maui and Kaho`olawe via KIRC's landing craft cargo vessel `O`hua, which typically launches from the Kihei Small Boat Ramp. The `O`hua is stored at KIRC's boathouse facility that is situated on South Kihei Road, adjacent to the boat ramp property.

The products to be procured through this solicitation will be delivered to KIRC's Kihei boathouse, to the `O`hua once it has been launched at the ramp (typical) or at Mā`alaea (occasional), or KIRC will take delivery from the vendor's Maui facility. The delivery location and method will depend on the product, as described below in further detail.

Currently, KIRC transports diesel fuel to Kaho`olawe in 55-gallon drums, delivered to the Kihei boathouse. KIRC plans to implement a new transportation method, where empty transport tanks totaling 1,000 gallons would be secured to the deck of the vessel, the vessel would be launched and secured at the ramp, and fuel would be pumped from the vendor's truck into the tanks. Therefore, this IFB seeks quotes for both methods.

These items had previously been procured from Maui Oil Company, Inc., primarily through the State Price List, but the specifications of the new price list do not meet KIRC's needs.

SCOPE OF WORK

Specifications

Item	Unit	Delivery Method	Estimated Total Annual Use
Non road diesel fuel <i>(for Kaho`olawe generator, heavy trucks and heavy equipment)</i>	55-gallon drum **AND** Per gallon	Vendor delivers to Kihei boathouse in quantities of 3 drums strapped to pallets **AND** Vendor pumps to transport tanks on vessel at Kihei boat ramp or Mā`alaea	25,000 gallons
Non road diesel fuel <i>(for vessels)</i>	Per gallon	KIRC takes delivery from vendor; fills transport tank on KIRC vehicle	7,500 gallons
Unleaded gasoline <i>(for Kaho`olawe vehicles and small equipment)</i>	55-gallon drum	Vendor delivers to Kihei boathouse in quantities of 3 drums strapped to pallets	1,500 gallons
Motor oil 400-15W40	55-gallon drum	Vendor delivers to Kihei boathouse	750 gallons
Motor oil 13W40	55-gallon drum <i>(or comparable)</i>	Vendor delivers to Kihei boathouse OR KIRC takes delivery from vendor	200 gallons
Engine oil 400-1540 low emission	5-gallon drum <i>(or comparable)</i>	Vendor delivers to Kihei boathouse OR KIRC takes delivery from vendor	100 gallons
Hydraulic fluid AW32 or ISO-VG32	55-gallon drum <i>(or comparable)</i>	Vendor delivers to Kihei boathouse OR KIRC takes delivery from vendor	100 gallons
Hydraulic fluid	5-gallon drum <i>(or comparable)</i>	Vendor delivers to Kihei boathouse OR KIRC takes delivery from vendor	100 gallons
Marine fuel treatment	32-ounce container <i>(or comparable)</i>	Vendor delivers to Kihei boathouse OR KIRC takes delivery from vendor	1280 ounces (4 x 32 oz.)
Absorbent pads	200 <i>(or comparable)</i>	Vendor delivers to Kihei boathouse OR KIRC takes delivery from vendor	1000

Bidders are asked that the unit base price be clearly indicated in their bid and that all applicable taxes (e.g., general excise tax, environmental response tax, etc.) be listed and identified individually. Bidders are also asked to specify the unit or quantity they carry for those items where “or comparable” is indicated above.

Bidders should note that in order to bid on any item, they must be able to meet the unit size and delivery method specified above. Bidders are asked to bid on only those items that they regularly carry, can provide and deliver as described above.

Bidders should be aware that the contract with the successful bidder shall allow for price adjustments and variations in quantities.

Manufacturer(s) and Brand Name(s)

Bidders may provide the manufacturer(s) or brand name(s) of the items being offered when such manufacturer(s) or brand name(s) is regularly carried.

Contractor Indemnification and Insurance Requirements

Contractor shall defend, indemnify, and hold harmless the State of Hawai`i, the KIRC, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorney's fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the Contractor or the Contractor's employees, officers, agents, or subcontractors under this Contract. In the case the State of Hawai`i, the KIRC, and their officers, employees, or agents, without any fault on their part, be made a party 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 of Hawai`i, the KIRC, and their officers, employees, or agents, including attorneys' fees.

The Contractor shall procure and maintain, at its cost and expense and acceptable to the KIRC, in full force and effect throughout the term of this Contract, comprehensive general liability insurance, or its equivalent, in an amount of at least \$1,000,000 for each occurrence and at least \$2,000,000 in the aggregate, and automobile insurance in the amount of at least \$1,000,000 per accident, with an insurance company or companies licensed to do business in the State of Hawai`i. The policy or policies of insurance shall name the State of Hawai`i as an additional insured.

Such insurance will include coverage in like amount for products/completed operations, contractual liability, and personal and advertising injury. "Claims made" policies are not acceptable.

SPECIAL PROVISIONS

Terms and Acronyms Used Herein

- Procurement Officer = The contracting officer for the Kaho`olawe Island Reserve Commission; for this IFB, Ms. Michele McLean.
- SPO = State of Hawai`i Procurement Office.
- KIRC = Kaho`olawe Island Reserve Commission, 811 Kolu Street, Suite 201, Wailuku, HI 96793.
- State = All agencies, including schools, participating in this agreement.

Bidder or Offeror	= Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	= Hawai`i Revised Statutes.
HAR	= Hawai`i Administrative Rules.
GTC	= General Conditions, State of Hawai`i form AG-008, dated June 25, 2007.
IFB	= Invitation for Bids.
GET	= General Excise Tax.

Scope

The provision of diesel, gasoline and petroleum products for the Kaho`olawe Island Reserve Commission shall be in accordance with these Special Provisions, the Specifications herein, and the GTC, included by reference and available at the SPO, the Department of Accounting and General Services District Offices on Hawai`i, Maui and Kaua'i, and on the State of Hawai`i website:

<http://www4.hawaii.gov/StateFormsFiles/ag008.doc>

State's Commitment

In return for prices submitted, the Kaho`olawe Island Reserve Commission will order the items specified herein from the successful low responsible bidder.

Term of Contract

The successful low bidder shall enter into a contract as specified in the Notice to Proceed. The initial contract term is anticipated to be six (6) months.

The initial contract amount will be what the KIRC estimates spending with the Contractor for the initial contract period.

The contract may be extended by mutual agreement for up to three (3) additional time periods of up to twelve (12) months each, provided that the contract price(s) for the extended period conforms to Price Adjustment provisions herein.

Federal Funds

It is understood and agreed by all bidders that if the contract is payable in whole or in part from federal funds, Contractor agrees that, as to the portion of the compensation under this contract to be payable from federal funds, the Contractor shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the State of Hawaii to receive anticipated federal funds shall not be considered a breach by the State of Hawaii or an excuse for nonperformance by the Contractor.

Contract Administrator

For purposes of this contract, Ms. Michele McLean is designated Contract Administrator. Ms. McLean may be reached by telephone at 808-243-5030, facsimile at 808-243-5885 or email at mmclean@kirc.hawaii.gov.

Bidder Qualification

Any bidders shall be a licensed vendor/distributor (licensed in the State in which the primary place of business is located).

Responsibility of Bidders

Bidder is advised that if awarded a contract under this solicitation, bidder shall, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR:

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. One of the following:
 - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawai'i business"); or
 - b. Be registered to do business in the State (hereinafter referred to as a "compliant non-Hawai'i business").

Refer to the "Award of Contract" provision below for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

Bidder's Authority to Sell

KIRC will not participate in determinations regarding a bidder's authority to sell a product. If there is question or doubt regarding a bidder's right or ability to obtain and sell a product, the bidder should resolve that question prior to submitting a bid. If a bidder offers an item(s) that meet(s) specifications and is(are) acceptable, and the price(s) submitted is(are) the lowest responsible bid, a contract will be awarded to that bidder.

If after award, it is revealed that the contractor is not an authorized dealer or cannot, for any reason, provide the product under contract, then the provisions of Paragraph 13, "Termination for Default" (pages 5-6), of the GTC shall apply.

Bid Preparation

Offer Form, Page OF-11. Bidder is requested to submit its offer using bidder's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, and to **indicate the exact legal name in the appropriate space on the Offer Form, Page OF-11**. Failure to do so may delay proper execution of the contract.

The authorized signature on Page OF-11 of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the bidder's intent to be bound.

Hawai'i Business. A business entity referred to as a "Hawai'i business", is registered and incorporated or organized under the laws of the State of Hawai'i.

Compliant Non-Hawai'i Business. A business entity referred to as a "compliant non-Hawai'i business," is not incorporated or organized under the laws of the State of Hawai'i but is registered to do business in the State.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Bidders are advised that they are liable for the Hawaii GET at the current 4% rate and the applicable use tax at the current 1/2% rate. If, however, a bidder is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, bidder shall state its tax exempt status and cite the HRS chapter or section allowing the exemption (see page OF-12).

Taxpayer Preference. For evaluation purposes, pursuant to §103D-1008, HRS, the bidder's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment (see page OF-12).

Bid Price. Prices shall include all shipping or delivery charges. Prices shall include all other costs incurred in the performance of the contract except the Hawai'i GET, currently 4%. The amount of GET may be added to the invoice as a separate line item and shall not exceed the current rate. The prices quoted shall be the all inclusive cost to KIRC and no other charges will be honored.

Submission of Offer

Offers shall be received at the Kaho'olawe Island Reserve Commission, 811 Kolu Street, Suite 201, Wailuku, Hawaii 96793, no later than the date and time stated on the cover page of the IFB. Timely receipt of offers shall be evidenced by the date and time registered by the KIRC. Offers received after the deadline shall be returned unopened.

Award of Contract

Method of Award . To be considered for award, bidder is asked to bid only if bidder regularly carries the solicited items and can deliver when ordered. Award(s), if any, shall be made to the responsive responsible bidder submitting the lowest estimated bid for items.

Responsibility of Lowest Responsive Bidder. Reference “Responsibility of offerors” in §3-122-112, HAR. If compliance documents have not been submitted to the KIRC prior to award, the lowest responsive bidder shall produce documents to the procurement officer to demonstrate compliance with this section.

HRS Chapter 237 tax clearance requirement for award and final payment. Instructions are as follows:

Pursuant to §103D-328, HRS, the lowest responsive bidder shall be required to submit a tax clearance certificate issued by the Hawai'i State Department of Taxation (“DOTAX”) and the Internal Revenue Service (“IRS”). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date it is received by the KIRC.

The tax clearance certificate shall be obtained with a “Tax Clearance Application” Form A-6 (Rev. 2003), which is available at the DOTAX and IRS offices in the State of Hawai'i or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): http://www.state.hi.us/tax/a1_1alphalist.htm

DOTAX Forms by Fax/Mail: (808) 587-7572

(800) 222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488

IRS: (808) 539-1573

The application for the clearance is the responsibility of the bidder, and must be submitted directly to the DOTAX or IRS and not to the KIRC.

Contractor is also required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive bidder shall be required to submit an approved certificate of compliance issued by the Hawai'i State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the KIRC.

The certificate of compliance shall be obtained with an “Application for Certificate of Compliance with Section 3-122-112 HAR” Form LIR#27, which is available at <http://hawaii.gov/labor/formsall.shtml>, or at the neighbor island DLIR District Offices. The DLIR will return the form to the bidder, who in turn shall submit it to the KIRC.

The application for the certificate is the responsibility of the bidder, and must be submitted directly to the DLIR and not to the KIRC.

Compliance with Section 103D-310(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, the lowest responsive bidder shall be required to submit a “Certificate of Good Standing” issued by the State of Hawai‘i Department of Commerce and Consumer Affairs (“DCCA”) Business Registration Division. The Certificate is valid for six months from date of issue and must be valid on the date it is received by the KIRC.

To obtain the Certificate, the bidder must first be registered with DCCA. A sole proprietorship, however, is not required to register with DCCA, and therefore not required to submit the Certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, bidders can call (808) 586-2727 (M-F 7:45 to 4:30 HST). Bidders are advised that there are costs associated with registering and obtaining the Certificate.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the KIRC as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, a bidder otherwise responsive and responsible may not receive the award.

Final Payment Requirements. In addition to the requirements set forth in 103D-328, HRS and a Tax Clearance form, an original “Certification of Compliance for Final Payment” (SPO Form-22) will be required for final payment. A copy of SPO Form-22 is available from the KIRC or at www.spo.hawaii.gov. Select “Forms for Vendors/Contractors” from the Chapter 103D, HRS, pop-up menu.

Execution of Contract

No performance or payment bond shall be required for any contract resulting from this solicitation.

KIRC shall forward to the successful bidder a formal contract to be signed by the Contractor and returned to KIRC within ten (10) business days. No work is to be undertaken by the Contractor prior to the commencement date specified in the Notice to Proceed issued by the KIRC upon execution of the contract by both parties. The State of Hawai‘i and/or KIRC is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date.

Notice to Proceed

No work is to be undertaken by the Contractor prior to the official commencement date in the Notice to Proceed. The State and/or KIRC is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Contractor prior to the work start date.

Ordering

KIRC will place an order(s) with the Contractor during the contract period, approximately one week in advance of items being delivered. The Contractor(s) shall honor all orders received during the contract period and deliver according to the contract terms and within the required delivery time.

Quantities listed in the contract will be estimated for the period specified. No guarantee to purchase the exact amount is intended or implied. KIRC reserves the right to purchase larger or smaller quantities at the prices listed in the contract, subject to any price adjustment(s) made during the contract term. In the event the estimated requirements do not materialize in the exact quantities listed in the contract, such failure shall not constitute grounds for equitable adjustment under this contract.

Delivery

Once a contract is executed between the KIRC and the Contractor, and the Notice to Proceed is issued, the KIRC and the Contractor will determine details for delivery and receipt of items.

Liquidated Damages

In the event the Contractor does not deliver within the time allowed herein, Paragraph 9, "Liquidated Damages" (page 4), of the GTC shall apply. Liquidated damages are fixed at the sum of TEN DOLLARS (\$10.00) for each and every calendar day the Contractor does not deliver on a timely basis.

Price Adjustment

During the contract period, including any extension period(s) if applicable, the Contractor may request an increase(s) in price for any contracted item when justifiable (e.g., when a price increase(s) is imposed upon the Contractor). Such a request(s) must be made in writing to the Procurement Officer and should include relevant documentation or verification to justify the request. The KIRC shall immediately process any necessary contract amendment or procurement forms for the price increase to be effective.

Invoicing

Contractor shall submit one original invoice to the address below. Invoices should reference the assigned contract number.

Kaho`olawe Island Reserve Commission
811 Kolu Street, Suite 201
Wailuku, HI 96793

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment"

(SPO Form-22) will be required for final payment. A copy of the form is available through KIRC and is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, pop-up menu.

Payment

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

KIRC will not recognize any requirement established by the Contractor and communicated to KIRC after award of the contract, which requires payment within a shorter period or interest payment not in conformance with §103-10, HRS.

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. It is 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 letter(s), if any, resulting from this solicitation shall be posted on the bulletin board at the Kaho`olawe Island Reserve Commission front office, 811 Kolu Street, Suite 201, Wailuku, Hawai`i 96793.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Chairman of the Board of Land and Natural Resources, 1151 Punchbowl Street, Honolulu, Hawai`i 96813 or P.O. Box 621, Honolulu, Hawai`i 96809.

FURNISH AND DELIVER DIESEL, GASOLINE AND PETROLEUM PRODUCTS
Kaho`olawe Island Reserve Commission
IFB No. OPS09-FUEL01

Ms. Michele McLean
Kaho`olawe Island Reserve Commission
811 Kolu Street, Suite 201
Wailuku, Hawai`i 96793

Dear Ms. McLean:

The undersigned has carefully read and understands the terms and conditions specified in the General Conditions, State of Hawai`i form AG-008, dated June 25, 2007, by reference made a part hereof and available upon request; 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, Hawai`i 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 **Hawai`i business** incorporated or organized under the laws of the State of Hawai`i;
OR
 A **Compliant Non-Hawai`i business** not incorporated or organized under the laws of the State of Hawai`i, but registered at the State of Hawai`i Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawai`i. State of incorporation: _____

Offeror is:

- Sole Proprietor Partnership Corporation Joint Venture
 Other _____

Federal I.D. No.: _____

Hawai`i General Excise Tax License I.D. No.: _____

Payment address (if other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____ **(x)** _____

Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

Name and Title (Please Type or Print)

E-mail Address: _____

* _____
Exact Legal Name of Company (Offeror)

*If Offeror 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:

TAX EQUALIZATION CERTIFICATE

(See Special Provisions)

SUBJ: IFB No.: OPS09-FUEL01
Description: Furnish and Deliver Diesel, Gasoline and Petroleum Products

Out-of-state Offerors not possessing a Hawai'i General Excise Tax (GET) license must answer all questions:

- | | <u>Yes</u> | <u>No</u> |
|---|------------------|-----------|
| | (check only one) | |
| 1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawai'i (SOH)? | _____ | _____ |
| 2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | _____ | _____ |
| 3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | _____ | _____ |
| 4. Will your business provide any services in the SOH under the contract to be awarded? | _____ | _____ * |

*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s): _____

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, Hawai'i Revised Statutes (HRS), at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the taxpayer preference provision described in Section 103-1008, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____