NOTICE TO INTERESTED PARTIES

This solicitation is provided to you for information purposes only and is not an official document. If submitted as an offer, the State Procurement Office (SPO) will not accept it as a valid offer. It will be automatically rejected and will not be considered for award.

To obtain an official copy of the solicitation (evidenced by the procurement officer's signature), including any addenda to the document, interested party must contact the SPO, telephone (808) 586-0573; facsimile (808) 586-0570; or by e-mail at robert_zamarron@exec.state.hi.us. Unless party provides the SPO with its Fedex (or equivalent) account number, the document will be sent by U.S. Postal Service first class mail.

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

Legal Ad Date: August 11, 2000

INVITATION FOR BIDS
NO. IFB-01-011-SW

SEALED BIDS
FOR
FURNISHING AND DELIVERING
SPECIAL INFANT FORMULAS
FOR
DEPARTMENT OF HEALTH
WOMEN, INFANTS AND CHILDREN BRANCH (WIC)

will be received up to and opened at 2:00 p.m. (H.S.T.)
on
August 25, 2000

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to Mrs. Sharon Koga, telephone (808) 586-0562, Fax (808) 586-0570.

_____
ROBERT J. GOVERNS
Procurement Officer

_____
Name of Company

SPECIAL INFANT FORMULAS
FOR DEPARTMENT OF HEALTH
WOMEN, INFANTS AND CHILDREN BRANCH (WIC)
IFB-01-011-SW

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request 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.

Date: _____

Telephone No.: _____
Fax No.: _____
e-mail Address: _____

Payment address, if other than street address at right:

_____

_____

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

Social Security or Federal I.D. No.:
_____

Respectfully submitted,

_____
Exact Legal Name of Offeror

_____
Authorized Signature (Original)

_____
Title

_____
Street Address

_____
City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:
_____

Offeror is: ____ **Individual** ____ **Partnership** ____ **Corporation** ____ **Joint Venture**

State of incorporation: **Hawaii** _____ ***Other** _____

***If "other", is corporate seal available in Hawaii?** ____ **Yes** ____ **No**

The following offer is hereby submitted:

Item No.	Special Infant Formula Description	Manufacturer's Brand & Product No.	Est'd Qty	*Published Unit Price/Cs	% Increase to Published Price	Est'd Total Price/Year
1.	Milk Based Formulas	_____ Units/Cs_____	5 cs	$_____	_____	$_____
2.	Soy Based Formulas	_____ Units/Cs	5 cs	$_____	_____	$_____
3.	Specific formulas for abnormalities compromising dietary needs	_____ Units/Cs_____	390 cs	$_____	_____	$_____
4.	Incomplete Modular Diets	_____ Units/Cs_____	75 cs	$_____	_____	$_____
5.	Formulas for preterm, low birth weight infants	_____ Units/Cs_____	1730 cs	$_____	_____	$_____
6.	Formulas for Metabolic Disorders	_____ Unit/Cs_____	30 cs	$_____	_____	$_____

(*These Prices should match those on the manufacturer's published price list.)

Offeror_____

BIDDER SHALL PROVIDE THE FOLLOWING INFORMATION:

Name and address where purchase orders shall be mailed or faxed:

Name:_____

Address:_____

_____

Phone No._____ **Fax No.**_____

Bidder's representative in Hawaii who will provide prompt contract administration:

Name:_____

Address:_____

_____

Phone No._____ **Fax No.**_____

SPECIFICATIONS

Special Infant Formula

Milk Based Formulas:

- **Nutritionally complete formula for infants who would benefit from lower mineral levels. Provides 22 kcal/fl. oz.**

Soy Based Formulas:

- **Nutritionally complete soy based formula to meet the needs of full term, healthy infants. Provides 20 kcal/fl. oz.**
- **Nutritionally complete soy based infant formula to meet nutritional needs of the infant while shortening duration of diarrhea. Provides 20 kcal/fl. oz.**

Specific formulas for abnormalities compromising dietary needs

- **Hypoallergenic formula for infants with sensitivity to intact proteins. Provides 20 kcal/fl. oz.**
- **Protein based liquid diet for fat and carbohydrate restricted diets. Indicated for children with impaired G.I. function. Provides 21 kcal/fl. oz.**
- **Complete elemental diet for children with impaired G.I. function. Provides 1 kcal/cc.**
- **Complete nutrition for managing infants and children with impaired fat absorption. Provides 20 kcal/fl. oz.**
- **Complete iron fortified formula designed for infants with severe malabsorption disorders. Provides 24 kcal/fl. oz.**
- **Hypoallergenic, protein hydrolysate with iron formula for infants and children sensitive to intact proteins. Provides 20 kcal/fl. oz.**
- **Nutritionally complete elemental formula with high nitrogen for individuals with impaired G.I. function and/or food sensitivities. Provides 25 kcal/fl. oz.**
- **Elemental formula for children requiring and predigested diet or with an intolerance to intact protein. Provides 30 kcal/fl. oz.**
- **Complete blenderized nutrition for children requiring long-term or supplemental tube feeding.**
- **Nutritionally complete formula for children 1-10 years of age with chronic disabilities or those who are undernourished. Provides 237 cal/8 fl. oz.**

Incomplete Modular Diets:

- **Additional nutrition derived from carbohydrates to provide calories to persons with increased caloric needs. Mixes readily with most foods and beverages. Provides 60 kcal/fl. oz.**

- **Protein supplement for individuals who have increased protein needs. Provides 5 g protein/ 1 scoop/ 25 kcal.**

- **Protein free, energy-vitamin and mineral module for infants and toddlers who require extra calories, minerals and vitamins or require a restriction of protein. 1 pkg. mixed with water yields 20 kcal/fl. oz.**

Formulas for Preterm, Low birth weight infants:

- **Low iron infant formula for those who would benefit from lower mineral levels. Provides 20 kcal/fl. oz.**

- **Iron fortified formula for premature and low birth wt. infants. Provides 24 kcal/fl. oz.**

- **Iron fortified formula for rapidly growing, low birth wt. infants. Provides 20/24 kcal/fl. oz.**

- **Nutritional supplement to be mixed with mother's milk for suiting nutritional needs of the rapidly growing premature infant. Provides: 1 pkt. = 2 kcal/fl. oz./50 mL human milk.**

- **Milk based formula designed with extra amounts of nutrients for premature infants. Provides 22 kcal/fl. oz. and higher proportion of protein and most vitamins and minerals per 100 cal.**

- **Nutrient enriched complete formula for post-discharged infants. Provides 22 kcal/fl. oz.**

Formulas for Metabolic Disorders:

Vendors to provide listing and prices for metabolic disorder formulas.

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

Procurement Officer	=	The contracting officer for the State of Hawaii Procurement Office.
SPO	=	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room, 416, Honolulu, Hawaii 96813; P. O. Box 119, Honolulu, Hawaii 96810-0119.
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	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GTC	=	General Terms and Conditions dated September 1, 1995 and issued by the SPO.
IFB	=	Invitation for Bids
RFP	=	Request for Proposals

SCOPE

The furnishing and delivering of Special Infant Formulas for the Department of Health (DOH), Women, Infants and Children Branch (WIC), shall be in accordance with these Special Provisions, the attached Specifications, and the GTC included by references. Copies of the GTC are available at the SPO, and on the internet at www.state.hi.us/icsd/dags/spo.html.

CONTRACT ADMINISTRATOR (CA)

For purposes of this contract, Ms. May Kawawaki, WIC Services Branch, DOH, or her appointed representative is designated CA and can be contacted at (808) 586-8175.

TERM OF CONTRACT

Contractor shall enter into a contract for furnishing and delivering special infant formulas for the twelve-month period commencing October 1, 2000. Unless terminated the contract shall be extended for not more than three (3) additional twelve-month periods, or parts thereof, without the necessity of rebidding upon mutual agreement in writing, at least sixty (60) days prior to expiration. The contractor or the State may terminate the extended contract upon sixty (60) days written notice.

STATE'S COMMITMENT

In return for prices submitted, the DOH, WIC Services Branch will purchase all of their requirements for special infant formulas from the successful low bidder(s); provided however, when quality level or product offered is not suited to the agency's purpose, the Contract Administrator in consultation with the Procurement Officer may grant an exception to this commitment.

OFFEROR'S AUTHORITY TO BID

The State will not participate in determinations regarding an Offeror's authority to sell the products specified herein. If there is question or doubt regarding an Offeror's right or ability to obtain and sell a product, the Offeror should resolve that question prior to submitting a bid. If an Offeror offers a product that meets specifications and is acceptable, and the price submitted is the lowest price bid, the contract will be awarded to that Offeror.

FEDERAL FUNDS

It is covenanted and agreed by and between the parties hereto that as to the portion of the obligation under this contract to be payable out of federal funds, this contract shall be construed to be an agreement to pay such portion to the Contractor only out of federal funds to be received and shall not be construed as a general agreement to pay such portion at all events out of any funds other than those which are received from the federal government.

OFFER PREPARATION

Offer Form, Page OF-1. Offeror is requested 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, page OF-1. Failure to do so may delay proper execution of the contract. If the Offeror is, for example, a corporation, please do not insert in the space provided for the "Exact Legal Name of Offeror", the name of the person acting on behalf of the corporation.

The authorized signature on the first page 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 Offeror's intent to be bound.

Bid Quotation. The bid price for each item shall be at the percentage (%) rate by which the manufacturer's published price list of special infant formula prices will be increased. This % increase, plus the manufacturer's published price of the special infant formula shall be the all-inclusive cost to the State. Therefore, bidder(s) shall take into consideration handling charges, all applicable taxes, and any other costs EXCLUDING FREIGHT WHICH WILL BE LISTED AS A SEPARATE LINE ITEM ON THE INVOICE FOR EACH SHIPMENT that will be incurred by the bidder to provide and deliver special infant formulas to the State.

The percentage rate offered shall apply to all special infant formulas currently produced by the manufacturer even if not listed herein and to all new special infant formulas which may be manufactured during the term of the contract.

Manufacturer's Published Price List(s). Bidder(s) shall include with the bid submittal, a copy of the manufacturer's published price list(s) for each item for which a bid is submitted. This price list shall contain, at a minimum, the unit price per case for the type of formula listed. The unit price for each item bid shall be marked on the published price list provided so that the prices listed by the Offeror on the Offer Form page can be easily verified.

Should that unit price(s) change during the term of the contract, a copy of the new manufacturer's published price list shall be provided to the DOH, WIC Branch for verification.

Offer Guaranty. A BID SECURITY DEPOSIT IS NOT REQUIRED FOR THIS BID.

Tax Clearance. Pursuant to §103D-328, HRS, successful Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS).

To facilitate this requirement, Offeror is urged to submit a valid tax clearance certificate together with the offer. However, if this is not feasible, the certificate should be applied for at DOTAX or the IRS and submitted to the State Procurement Office as soon as possible. If a valid certificate is not submitted on a timely basis prior to award of the contract, an offer otherwise responsive and responsible may be rejected and not considered for award.

The certificate is valid for six months from the most recent approval stamp date on the certificate. The certificate must be valid on the date it is received by the SPO.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* **Form A-6 (rev. 1998) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:**

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

DOTAX Forms by Mail:		**(808) 587-7572** **1-800-222-7572**
DOTAX Forms by Fax:	**(on Oahu)** **(outside Oahu)**	**(808) 587-7572** **(808) 678-0522**

Completed tax clearance applications may be mailed to one of the district tax offices listed on the application or faxed to one of the following numbers:

IRS:		**(808) 541-1976**
DOTAX:	**Oahu**	**(808) 587-1720 or (808) 587-1488**
	Maui	**(808) 984-8522**
	Kauai	**(808) 274-3461**
	Hawaii	**(808) 974-6300**

(If mailed, out-of-state offerors should send their application to DOTAX Oahu District Office.)

NOTE: Contractor is required to submit a tax clearance certificate for final payment on the contract. Refer to INVOICING AND PAYMENT of these special provisions.

Tax Liability. The following information is provided to assist vendors in determining their tax liability under this solicitation. For additional information and assistance, Offerors may call the State of Hawaii Department of Taxation, telephone (800) 222-3229 or (808) 587-1455.

The "State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation", Publication 1 (November 1993) is included herein by reference and available at the SPO, upon request.

Hawaii Vendors. A vendor doing business in the State of Hawaii, as evidence by its Hawaii general excise tax (GET) license, is liable for the Hawaii GET, currently 4%, and applicable use tax, currently 1/2%, resulting from this solicitation.

Out-of-State Vendors. If an out-of-state vendor does not posses a Hawaii GET license, but has "sufficient presence in Hawaii", then such vendor is advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, Hawaii Revised Statutes (HRS), at the current 4% rate, and the use tax imposed by Chapter 238, HRS, at the current 1/2% rate.

To determine whether an out-of-state vendor not possessing a Hawaii GET license has "sufficient presence in Hawaii" and therefore subject to the taxes, vendor shall complete and submit with their offer, the attached Tax Equalization Certificate. Failure to complete the certificate may result in rejection of the offer or application of the tax equalization provision.

Tax-Exempt Vendors. If an offeror is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference. For evaluation purposes, pursuant to §103D-1008, HRS, the Offeror'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.

METHOD OF AWARD

Award(s), of made, shall be on an individual item number basis to the responsive, responsible Offeror submitting the lowest estimated TOTAL PRICE PER YEAR for each item for which a bid is submitted. Bidder(s) need not bid on every item, but must provide a unit price and a % rate increase for each item for which a bid is submitted in order to be considered for award for that item.

ACCEPTANCE OF OFFER

Acceptance of offer, if any, will be made within sixty (60) days after the opening of offers, and the prices quoted by the Offeror shall remain firm for the sixty day period as provided in Section 3.2 of the GTC.

CONTRACT OF EXECUTION

The State shall forward a formal contract to the successful offeror(s) for execution. The contract shall be signed by the successful offeror(s) and returned within ten (10) calendar days after receipt by the offeror as specified in Section 3.3 of the GTC. NO PERFORMANCE OR PAYMENT BOND IS REQUIRED.

PROTEST

A protest based upon the content of the solicitation shall be submitted in writing within five (5) working days after the aggrieved persons knows or should have known of the facts giving rise thereto; provided further that the protest shall not be considered unless it is submitted in writing prior to the bid opening date.

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 between room 416 and room 420, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, SPO, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813 or P. O. Box 119, Honolulu, Hawaii 96810-0119.

PRODUCT QUALITY

All special infant formulas furnished under this contract shall meet the standards and regulations established by the U.S. Food and Drug Administration (FDA).

All formula shall be packaged in a manner that will afford reasonable protection against contamination and tampering. All formula shall be furnished in the manufacturer's original unopened package or container.

The expiration date of the formulas shall be not less than one (1) year from the date of delivery, except for formulas which have a shorter expiration date. Packages should be properly identified with the lot number, including the expiration date of the formula.

No payment, whether partial or final, shall be construed to be an acceptance of defective formulas.

The Contractor shall be responsible for all freight and delivery charges for rejected/returned products.

ORDERS

The DOH, WIC Services Branch shall submit purchase orders to the Contractor as formulas are needed during the contract period. The Orders and inventory control will be handled via the CA or her designee. Any orders received by the Contractor during the contract period must be honored, and the Contractor is obliged to deliver according to the contract terms and within the required delivery time.

DELIVERY

Deliveries shall be made within five (5) working days from the time Contractor receives any purchase order. The delivery site will be designated at the time the order is placed. Bidder(s) shall refer to Attachment 1 for possible delivery points. The State reserves the right to make changes to this list during the term of the contract.

FREIGHT CHARGES

Freight charges for regular deliveries (those within five working days as stated above) shall be paid by the Contractor(s) and passed onto the State by listing the charge as a separate item on the invoice. The State will reimburse the Contractor(s) for the freight charge.

EMERGENCY ORDERS AND DELIVERY

For emergency orders, those required sooner than five (5) working days, the DOH, WIC Services Branch shall notify the Contractor of the required delivery time and the method of shipment to be provided by the Contractor. In these cases, the State will pay for the additional freight charges which shall be listed as a separate item on the Contractor's invoice.

If the Contractor is unable to provide the emergency order within the required delivery time, the State reserves the right to purchase the formula from another source.

RETURNS OR CREDIT MERCHANDISE

Items meeting the following criteria shall be exchanged or credited to the State at the purchase price.

1. Items in the original unopened packaging, in accordance with the Contractor's returned goods policy, which shall be effective for at least one (1) year from the date of any purchase, except for products that have a shorter expiration date.

2. Any product with questionable physical properties or therapeutic activities. The State reserves the right to return such product to the manufacturer's Quality Control section for credit or immediate replacement, or to submit samples of the product to a competent independent laboratory for assay. Return of such product shall not require prior notification to the Contractor.

3. Special infant formula that is near (0-3 months) or past its expiration date, shall be returned for a cash refund or for credit on account.

Manufacturers requiring return of merchandise approval or authorization forms prior to return of outdated products shall promptly furnish such forms to the State through their local representative. Failure of the Contractor to provide the required forms promptly will result in return of the outdated products to the manufacturer without prior approval.

INVOICING AND PAYMENT

Contractor(s) shall forward an original and three (3) copies of invoices on a monthly basis to:

Department of Health
WIC Services Branch
State Office Tower
Leiopapa Kamehameha Building
235 S. Beretania Street, Suite 701
Honolulu, HI 96813

Attention Dan Eineker

Contractor(s) shall itemize the type of formula, the actual quantities purchased, freight charges for regular deliveries, and any emergency shipment freight charges on each invoice. The Contractor(s) shall also note on each invoice IFB-01-011-SW "Requirements Contract."

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

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.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the GTC. If delivery delays are unapproved by the State, liquidated damages are fixed at the sum of TWENTY DOLLARS ($20.00) for each and every calendar day the Contractor delays in the competition of any delivery after the required date of said delivery.

ADDITIONS AND EXCEPTIONS TO THE GTC

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

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in §§3-122-95 through 3-122-97, HAR.

GTCs Not Applicable. Sections 2.11 and 2.14 of the GTC that apply specifically to the RFP method of source selection are not applicable to IFBs. Also §2.10 and 2.13 which apply specifically to the IFB method of source selection are not applicable to RFPs.

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.

APPENDIX A
DELIVERY LOCATION

1. Molokai WIC Program
P.O. Box 2050
Kaunakakai, HI 96748

2. Hawaii WIC Program
Kaiko'o Mall
777 Kilauea Avenue
Room 112A
Hilo, HI 96720

3. Kona WIC Program
Kealakekua Business Plaza
Kealakekua, HI 96750

4. Kauai WIC Program
Hanapepe Health Center
P.O. Box 820
Hanapepe, HI 96716

5. Maui WIC Program
Maui Health Department
54 High Street
Wailuku, HI 96793

6. Hana WIC Program
P.O. Box 342
Hana, HI 96713

7. Kalihi Palama Health Center
766 North King Street
Honolulu, HI 96819

8. Kokua Kalihi Valley
Health Center
1846 Gulick Avenue
Honolulu, HI 96819

9. Waianae Coast Comprehensive
Health Center
86-260 Farrington Highway
Waianae, HI 96792

10. Kapiolani Medical Center
1319 Punahou Street
Honolulu, HI 96826

11. Queen Medical Center
Queen Emma Clinic
1301 Punchbowl Street
Honolulu, HI 96813

12. Honolulu WIC Program
Ala Moana Health Center
591 Ala Moana Boulevard
2nd Floor
Honolulu, HI 96813

13. Windward WIC Program
Windward Comprehensive Health Center
45-691 Keaahala Road
Kaneohe, HI 96744

14. Leeward WIC Program
Ala Moana Health Center
591 Ala Moana Boulevard
2nd Floor
Honolulu, HI 96813

15. DOH WIC Services Branch
Leiopapa Kamehameha Building
235 S. Beretania, Suite 701
Honolulu, HI 96813

16. Wahiawa WIC Program
634 Kilani Avenue
Wahiawa, HI 96748

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No.: IFB/RFP-

Description: _____

_____

(To be filled in by prospective offeror)

Out-of-State Offerors not possessing a Hawaii General Excise Tax (GET) license must answer all questions:

		Yes (check only one)	No
1.	Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter 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, 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