



KŪKULU KE EA A KANALOA

KAHO‘OLAWE ISLAND RESERVE COMMISSION

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Executive Director

Procurement Notice Posted: September 11, 2007

INVITATION FOR BIDS No. OPS08-BH01

SEALED OFFERS TO CONSTRUCT AN ADDITION TO THE KIRC BOATHOUSE FOR THE KAHO‘OLAWE ISLAND RESERVE COMMISSION

WILL BE RECEIVED UP TO AND OPENED AT 12:00 NOON (HST) ON
OCTOBER 3, 2007

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 MR. KEONE LAEPA‘A (TELEPHONE 808-243-1221 OR E-MAIL klaepaa@kirc.hawaii.gov) OR MR. CHARLIE LINDSEY (TELEPHONE 808-243-1226 OR E-MAIL clindesy@kirc.hawaii.gov).

A PRE-PROPOSAL MEETING FOR INTERESTED BIDDERS WILL BE HELD AT THE KIRC BOATHOUSE AT 2780 SOUTH KIHEI ROAD, KIHEI, MAUI, ON MONDAY, SEPTEMBER 17, 2007 AT 10:00 A.M. (HST). THE BOATHOUSE IS SITUATED BETWEEN THE DRIVEWAY TO THE KIHEI SURFSIDE / MANA KAI CONDOMINIUMS AND THE KIHEI SMALL BOAT RAMP.

SECTION I: 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; and rehabilitation, revegetation, habitat restoration and preservation, education, and fishing. Commercial uses are strictly prohibited.

Title X of the Defense Appropriations Act of 1994 (Title X) returned Kaho'olawe to the State of Hawai'i and required the U.S. Navy to complete a program of unexploded ordnance (UXO) removal and environmental remediation within ten years. Under the authority of Title X, the Navy and the State executed a Memorandum of Understanding (MOU) signed May 7, 1994, designating the KIRC as the representative of the State of Hawai'i in all agreements, plans, and protocols. On November 11, 2003, ten years after the enactment of Title X, the U.S. Navy completed its UXO removal activities in the Reserve and transferred the control of access to the KIRC.

Kaho'olawe Island is located 151.3 km (94 miles) southeast of Oahu and 9.7 km (6 miles) southwest of Maui, and has an area of approximately 28,800 acres. It is 17.7 km (11 miles) long, 11.3 km (7 miles) wide and has a peak elevation of 450 m (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" is located at Honokanai'a, on Kaho'olawe's southwest coast, and provides basic sleeping, eating, storage and workshop structures.

SECTION II: PURPOSE AND OBJECTIVE

KIRC presently transports the majority of its personnel and supplies to Kaho'olawe via helicopter. Occasionally, personnel and supplies are transported via boat, KIRC's patrol and dive support vessel Hākilo, though she is not equipped nor intended to be a full-time transport vessel. As early as October 2007, KIRC anticipates delivery of a new landing craft cargo vessel that is designed specifically for KIRC's passenger and cargo transportation needs.

The Hākilo is currently housed in KIRC's boathouse in Kihei on property adjacent to the Kihei boat ramp. The boathouse is a basic wood structure, 50 x 30 feet, with a concrete pad, minimal open electrical services, no plumbing beyond hose bibs and a boat wash, and sliding wood panel doors. An addition to this structure is needed in order to provide enough space for both vessels.

The purpose of this Invitation for Bids (IFB) is to solicit bids from qualified contractors to build the boathouse addition. Bids shall include costs for all labor (salaries, wages, fringe benefits, payroll taxes) and materials (including equipment).

Bidders are invited and encouraged to attend a pre-bid informational session to be held on Monday, September 17, 2007, at 10:00 a.m., at the project site. Attendance is not mandatory.

SECTION III: SCOPE OF WORK

A. Specifications

For further detail, please see the attached topographical map and plan set. The specifications below are in addition to those otherwise required by law or regulation.

1. Permitting. KIRC staff has submitted an application to the County of Maui Planning Department for a Special Management Area assessment of the proposed addition. The selected Contractor will be responsible for obtaining all necessary construction permits (e.g., grading, building, electrical) from the County of Maui Development Services Administration.

2. Grading and Site Preparation. In preparation for all work, protective orange construction fencing shall be installed around three archaeological features located on the subject property (but not in close proximity to the boathouse); these are reflected on the attached topographic map. A portion of the existing chain-link fence that encircles the existing boathouse structure will need to be removed, with materials being saved for re-use to the extent practicable. A port-a-john will need to be relocated on-site. The area for the concrete slab will need to be graded, and some of the existing concrete will need to be removed.

3. Concrete. The foundation for the addition measures approximately 25 x 50 x 6", with the specifications calling for 3000 psi. In addition to the foundation, concrete aprons at both doorways will be required, as well as a partial perimeter sidewalk, similar to the existing concrete work.

4. Framing, Construction and Roofing. The addition measures approximately 25 x 50 x 21, with a cricket roof that joins the new addition to the existing structure. The addition does not have a cupola roof like the existing structure. The quality and method of materials and construction shall be comparable to that of the existing structure.

5. Plumbing. The existing boat wash and hose bibs will need to be relocated.

6. Electrical. Some existing lighting fixtures will need to be relocated and new fixtures will have to be installed.

8. Painting. The exterior of the addition will be painted to match the existing structure (two-tone tan).

9. Fencing. The chain link fence that encircles the boathouse will be partially removed during construction. Upon completion of construction, the fence shall be re-installed to accommodate entry and boat wash for both the existing structure and the addition.

10. Landscaping. Upon completion of construction, the area within the fence shall be re-landscaped with grass and native shrubs. Additionally, the existing kiawe trees on the mauka side of the existing structure shall be supplemented with compatible trees and shrubs to further screen the structure from view from South Kihei Road.

Bids shall be comprehensive to include all labor and materials, including equipment rental, needed for completion of each component of the bid. Bids shall also include warranty information and options offered by the bidder and from any manufacturer (e.g., roofing material).

Bidders may separate labor and material costs within each component or may bid on each component comprehensively.

It is suggested that bidders prepare bids in a line-item fashion for any and all components of the above specifications that bidders provide. For example, a bidder may not provide landscaping services but can submit line-item bids for all other components.

B. Manufacturer(s) and Brand Name(s)

Bids shall include the manufacturer(s) and brand name(s) of the components being offered, if and where applicable.

C. Timeline

Bids shall also include a timeline for each component of the bid, including the earliest possible start date.

D. Bid Security

Pursuant to Section 103D-323, HRS and Section 3-122-223, HAR, a bid security deposit is required for this bid. See Section IV, Special Provisions, item K, Bid Security.

E. Labor and Wage Certification

Chapter 104, HRS states that for public work construction projects in excess of \$2,000, every laborer and mechanic performing work on the job site shall be paid no less than prevailing wages.

Additionally, Section 103-55.5, HRS states that bidders for such projects shall affirm the bidder's intent to comply with the requirements of Chapter 104, HRS by certifying that:

1. Individuals engaged in the performance of the contract on the job site shall be paid:
 - a. Not less than the wages that the director of labor and industrial relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects; and
 - b. Overtime compensation at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day; and
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.

No contract for construction of any public work project in excess of \$2,000 shall be granted unless all the conditions of this section are met. Therefore, bidders shall complete and submit the wage certification form (Page OF-16) by which bidders certify that the services required would be performed pursuant to Section 103-55.5, HRS.

The current prevailing wages for several applicable classifications are listed below for informational purposes only; bidders shall make their own determinations as to which classifications will be required for the proposed project, as well as the applicable prevailing wage. The information below was taken from Wage Rate Schedule Bulletin No. 464, dated February 19, 2007.

Classification	Effective Date	Total Prevailing Wage	Hourly + Fringe
Carpenter	09/18/06	\$52.00	\$33.95 + \$18.05
Cement Finisher	09/03/07	\$49.27	\$28.60 + \$20.67
Electrician / Line-Wire Installer	08/26/07	\$58.24	\$36.75 + \$21.49
Equipment Operator / Group 1	09/18/06	\$50.47	\$29.74 + \$20.73
Fence Erector / Chain-Link	09/18/07	\$14.92	\$13.64 + \$1.28
Laborer I	09/18/07	\$38.45	\$25.15 + \$13.30
Laborer II	09/18/07	\$35.85	\$22.55 + \$13.30
Laborer / Light Clean-up	09/18/07	\$25.70	\$16.55 + \$9.15
Landscape & Irrigation Laborer A	10/01/07	\$27.08	\$19.86 + \$7.22
Painter	02/19/07	\$50.55	\$27.70 + \$22.85
Plumber	07/01/07	\$52.60	\$33.10 + \$19.50
Roofer / Shingle	04/29/07	\$44.93	\$31.10 + \$13.83

Chapter 104, HRS also provides additional requirements relating to payroll that shall be included in the contract. It is the responsibility of the contractor to be aware of these requirements.

F. 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 \$2,000,000 for each occurrence, with an insurance company or companies licensed to do business in the State of Hawaii. The policy or policies of insurance shall name the State of Hawaii as an additional insured.

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 automobile liability insurance, or its equivalent, in an amount of at least \$1,000,000 for each occurrence, with an insurance company or companies licensed to do business in the State of Hawaii. The policy or policies of insurance shall name the State of Hawaii 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.

SECTION IV: SPECIAL PROVISIONS.

A. 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 November 15, 2005.
IFB = Invitation for Bids.
GET = General Excise Tax.

B. Scope

The construction of the boathouse addition 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 and on the State of Hawai'i website: <http://www4.hawaii.gov/StateFormsFiles/ag008.doc>

C. State's Commitment

In return for prices submitted, the Kaho'olawe Island Reserve Commission will enter into a fixed-price contract with the successful low responsible bidder for the construction of the boathouse addition.

D. Term of Contract

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

The contract may be extended by mutual agreement for up to two (3) additional time periods of up to six (6) months each, provided that the contract price(s) for the extended period conforms to the Price Adjustment provisions herein.

E. Federal Funds as Received (Partial)

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

F. Contract Administrator

For purposes of this contract, Ms. Michele McLean is designated Contract Administrator. Ms. McLean may be reached by telephone at 808-243-5891, facsimile at 808-243-5885 or email at mmclean@kirc.hawaii.gov.

G. Bidder Qualification

Any bidder must have a valid contractor's license registered with the State of Hawai'i Department of Commerce and Consumer Affairs at the time of bid submittal.

H. 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 Section 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.

I. Bidder's Authority

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

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

J. Bid Preparation

Offer Form, Page OF-14. 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-14. Failure to do so may delay proper execution of the contract.

The authorized signature on Page OF-14 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-15).

Taxpayer Preference. For evaluation purposes, pursuant to Section 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-15).

Bid Price. Prices shall include shipping and 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.

Brochures and/or Specifications Literature. The burden of proof as to the quality and suitability of the materials, product(s) and component(s) offered to the specifications stated herein is on the bidder. Accordingly, and when applicable, bidder shall submit brochures and/or specifications literature verifying that the products offered conform to the specifications. If and when requested, bidder shall at his own expense, within three (3) working days from date of KIRC's request, furnish any additional information necessary or relating to the products being considered for award. KIRC will be the sole judge as to the comparative quality and suitability of all submitted bid packages, and its decision will be final.

K. Bid Security

Bid security shall be required for construction bids exceeding \$50,000.

Pursuant to Section 3-122-223, HAR, bid security shall be in an amount equal to at least five per cent of the base bid and additive alternatives. For the purpose of calculating the bid security for this IFB, the total amount of the bid shall be used as the base bid.

Failure to submit bid security with bidder's offer shall be deemed non-responsive in accordance with Section 3-120-3, HAR.

Acceptable bid security instruments are specified in Section 3-122-222, HAR. A bid security submittal form is provided on Page OF-17.

L. 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 time stamp clock. Offers received after the deadline shall be returned unopened.

M. Award of Contract

Method of Award . To be considered for award, bidder is asked to bid only on components that bidder can perform and provide. 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 Section 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.

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

Pursuant to Section 103D-328, HRS, the selected contractor(s) 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 or (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 contractor, 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.

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

Pursuant to Section 103D-310(c), HRS, the selected contractor(s) 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 contractor, who in turn shall submit it to the KIRC.

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

Compliance with Sections 103D-310(c)(1) and (2), HRS. Pursuant to Section 3-122-112, HAR, the selected contractor(s) 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 contractor 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, contractors can call (808) 586-2727 (M-F 7:45 to 4:30 HST). Contractors 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 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.

N. Execution of Contract

KIRC shall forward to the selected contractor(s) a formal contract(s) to be signed by the Contractor and returned to KIRC within ten (10) 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.

O. Notice to Proceed

No work is to be undertaken by the Contractor(s) 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(s) prior to the work start date.

P. Payment and Performance Bonds

Pursuant to Section 3-122-224, HAR, Payment and Performance Bonds are required for construction contracts exceeding \$50,000.

In accordance with Section 3-122-225, HAR, the Executive Director has determined that it is in the best interest of the State and the KIRC that the payment and performance bond shall each be in the amount equal to fifty percent (50%) of the contract price.

For the purposes of calculating the payment and performance bonds, the total bid amount shall be used as the contract price.

Acceptable contract bond instruments are specified in Section 3-122-222, HAR.

Q. 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) per day, for each and every calendar day the Contractor does not deliver in the timeframe provided in the contract.

R. Price Adjustment

During any contract extension period, the Contractor may request an increase(s) in contract price when a substantial price increase(s) on products is imposed upon the Contractor by its supplier(s). Such request must be made in writing to the Procurement Officer and must meet the following conditions:

1. Request for a price increase(s) shall be limited to the actual increase(s) imposed upon the Contractor by the supplier of the products. (No allowances will be given for Contractor's increased labor or operating expenses).
2. Contractor shall submit at the time of such written request, documentation or verification that the increase(s) is (are) the result of supplier increase(s) in cost of the products. Documentation shall include Contractor's cost for products both at the time Contractor submitted his bid and at the time of request for the price increase(s).
3. No price increase will be allowed for the first six (6) months of the contract (the anticipated initial contract term). A price increase(s), if any, shall be effective upon approval by the Procurement Officer; approval shall be made within ten (10) calendar days after receipt by KIRC.

S. Invoicing

Contractor shall submit one original and three copies of each 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.

T. 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 Section 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 Section 103-10, HRS.

U. 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 Section 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.

CONSTRUCT AN ADDITION TO THE KIRC BOATHOUSE

Kaho'olawe Island Reserve Commission
IFB No. OPS08-BH01

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 27, 2005, 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.: _____

Name and Title (Please Type or Print)

Fax No.: _____

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.: OPS08-BH01
Description: Construct an Addition to the KIRC Boathouse

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.

Bidder _____

Signature _____

Title _____

Date _____

**WAGES AND HOURS OF EMPLOYEES ON
PUBLIC WORKS CONSTRUCTION CONTRACTS**

Pursuant to Section 103-55.5, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$2,000, the services to be performed will be performed under the following conditions:

1. Individuals engaged in the performance of the contract on the job site shall be paid:
 - a. Not less than the wages that the director of labor and industrial relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects; and
 - b. Overtime compensation at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day; and
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.

I understand that failure to comply with the above conditions, during the contract period, are subject to the penalties in Chapter 104, HRS.

Bidder _____

Signature _____

Title _____

Date _____

BID SECURITY

Please mark the applicable box. State in words and numerals the bid security amount enclosed with this Bid Security form.

- | | |
|--------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Surety Bond | <input type="checkbox"/> Legal Tender |
| <input type="checkbox"/> Cashier's Check | <input type="checkbox"/> Certificate of Deposit |
| <input type="checkbox"/> Certified Check | <input type="checkbox"/> Official Check |
| <input type="checkbox"/> Share Certificate | <input type="checkbox"/> Teller's Check |
| <input type="checkbox"/> Treasurer's Check | |

In the amount of: _____

_____ DOLLARS (\$))

as required by law.

It is understood that the Executive Director reserves the right to reject any or all bids and waive any defects when in his/her opinion such rejection or waiver will be in the best interests of the public.

The undersigned hereby certifies that the bid prices contained in the attached offer schedule have been carefully checked and are submitted as correct, and final are net prices.

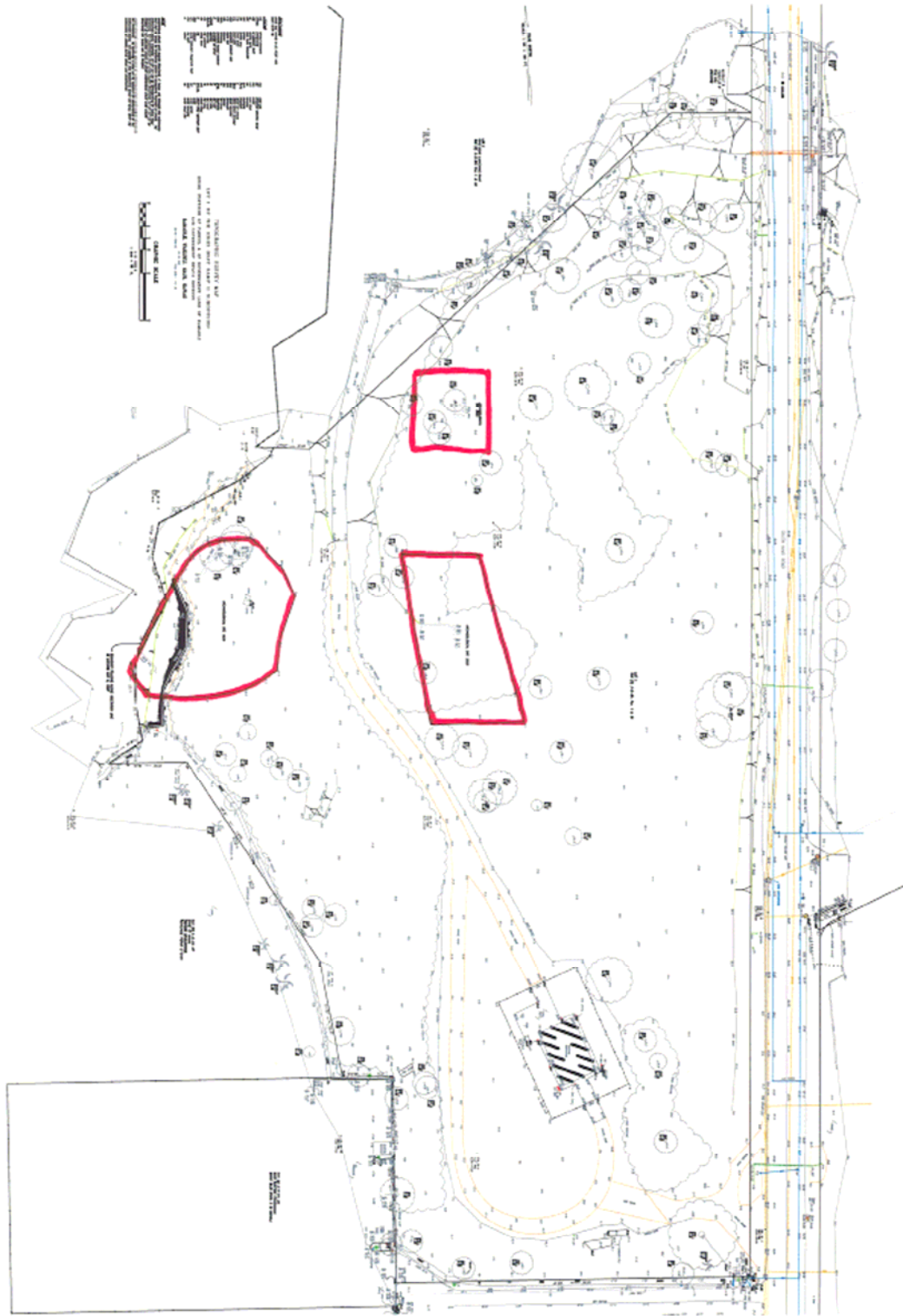
(Corporation Seal)

Bidder (Name of Corporation, Partnership or Individual)

Signature

Title

Date

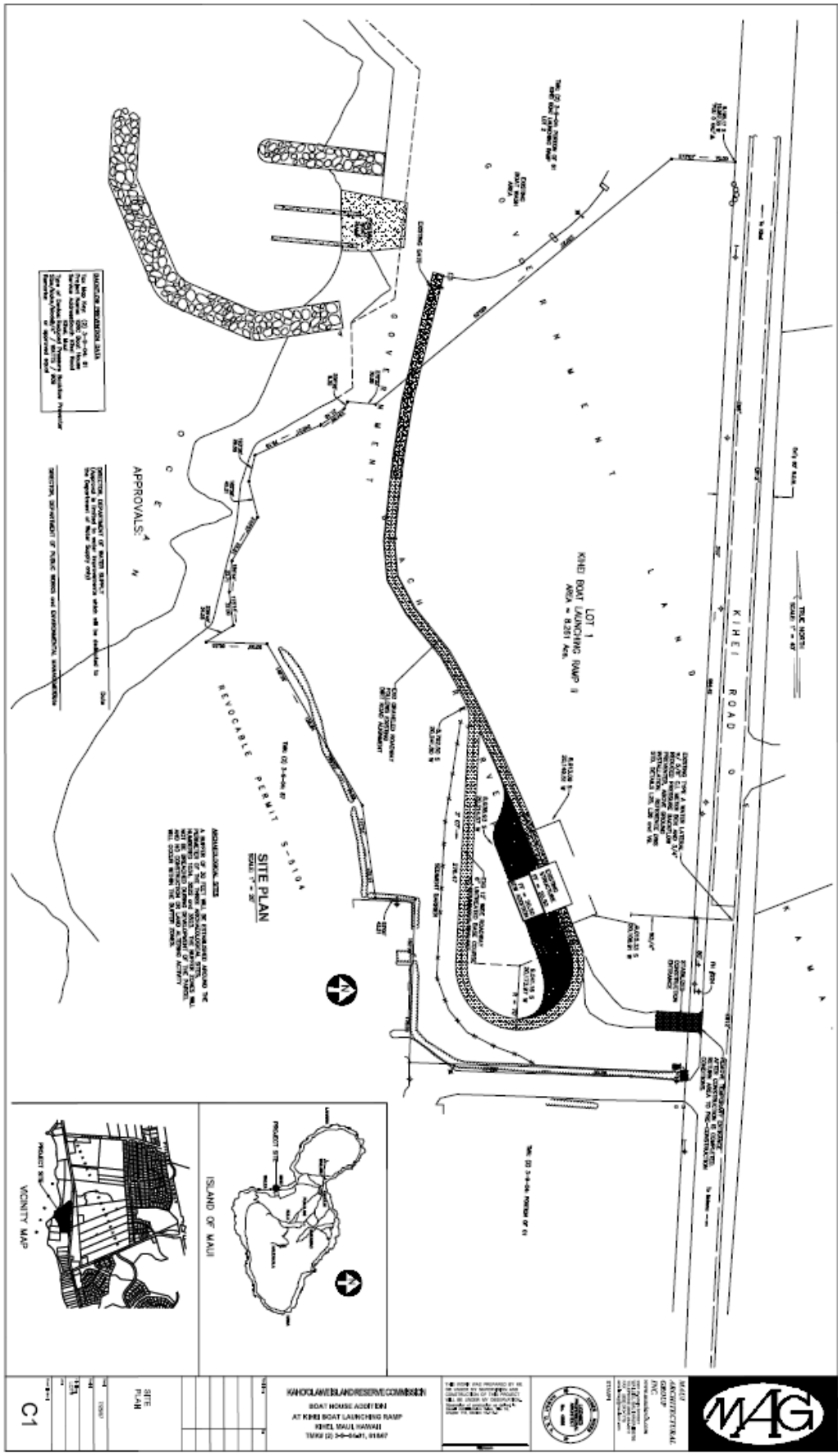


KAHOOLAWE ISLAND RESERVE COMMISSION
BOAT HOUSE ADDITION
AT KIHEI BOAT LAUNCHING RAMP
KIHEI, MAUI, HAWAII
TMK# (2) 3-9-04: 01, 61&67

INDEX OF DRAWINGS

T1	TITLE SHEET	A4	ROOF PLAN
C1	SITE PLAN	A5	ELEVATIONS
C2	DRIVEWAY PROFILE	A6	ELEVATIONS
		A7	DETAILS
		A8	SECTION
		A9	GENERAL NOTES
A1	FOUNDATION PLAN	A10	ELECTRICAL PLAN
A2	FIRST FLOOR PLAN		
A3	ROOF FRAMING PLAN		

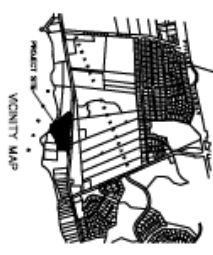
	<p>MAG ARCHITECTURE 1000 S. W. 10TH AVE. SUITE 100 MIAMI, FL 33135 (305) 551-1111 www.magarchitect.com</p>		<p>KAHOOLAWE ISLAND RESERVE COMMISSION BOAT HOUSE ADDITION AT KIHEI BOAT LAUNCHING RAMP KIHEI, MAUI, HAWAII TMK# (2) 3-9-04: 01, 61&67</p>
<p>TITLE SHEET</p>			
<p>T1</p>			



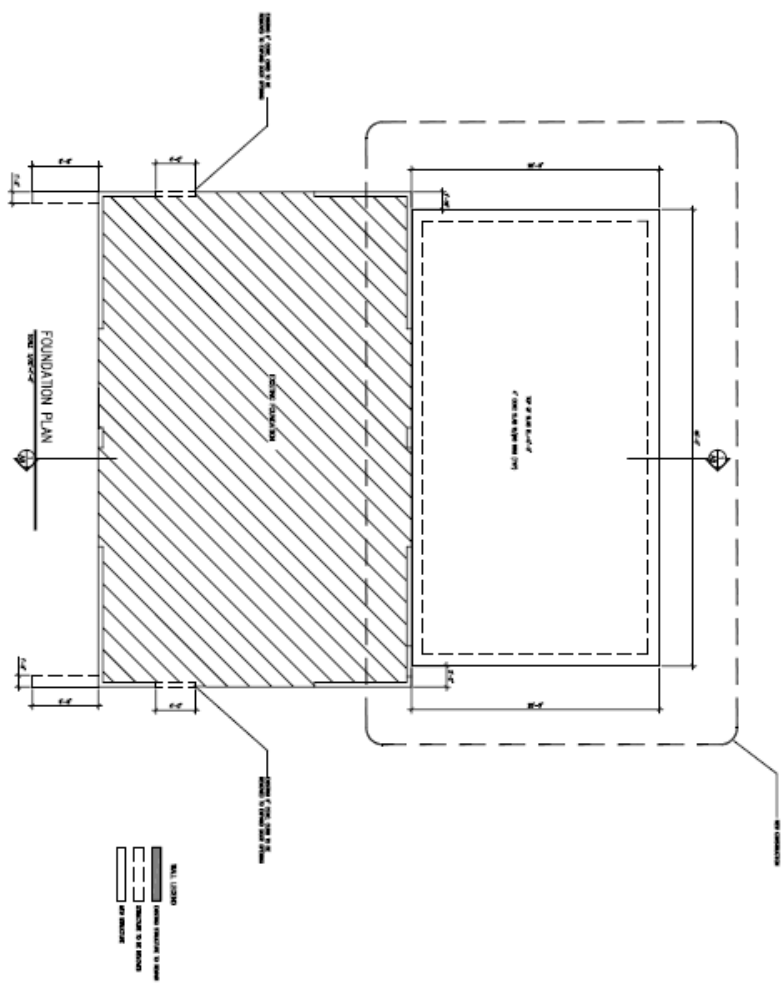
PROPOSED CONSTRUCTION DATA
 The area shown on this plan is to be used for the construction of a boat launching ramp and boat house. The area shown on this plan is to be used for the construction of a boat launching ramp and boat house. The area shown on this plan is to be used for the construction of a boat launching ramp and boat house.

APPROVALS
 THE HONORABLE COMMISSIONER OF LAND AND NATURAL RESOURCES
 THE HONORABLE COMMISSIONER OF PUBLIC WORKS AND COMMERCIAL DEVELOPMENT
 THE HONORABLE COMMISSIONER OF WATER RESOURCES
 THE HONORABLE COMMISSIONER OF ZONING

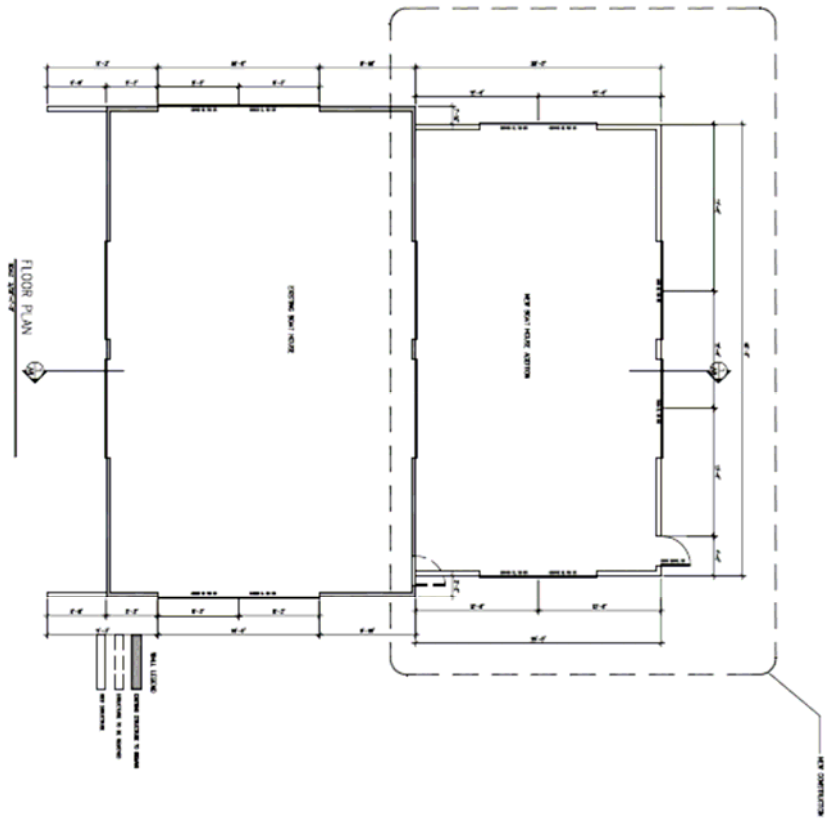
ADDITIONAL NOTES
 A PERMIT TO CONSTRUCT SHALL BE OBTAINED FROM THE DEPARTMENT OF PUBLIC WORKS AND COMMERCIAL DEVELOPMENT BEFORE CONSTRUCTION OF THE PROJECT BEGINS. THE PERMIT TO CONSTRUCT SHALL BE OBTAINED FROM THE DEPARTMENT OF PUBLIC WORKS AND COMMERCIAL DEVELOPMENT BEFORE CONSTRUCTION OF THE PROJECT BEGINS.



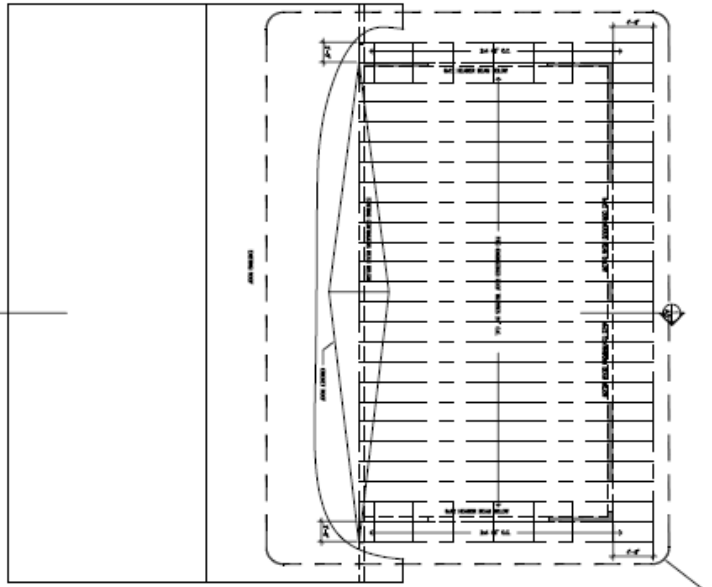
MAUI COUNTY ENGINEERING 1111 KAHULUOHE AVENUE SUITE 200 KAHULUOHE, HAWAII 96731 PHONE: (808) 253-1234 FAX: (808) 253-1235 WWW: WWW.MAUIENGINEERING.COM		KAHOKULA LAND RESOURCES COMMISSION BOAT HOUSE AND RAMP AT KIHAI BOAT LAUNCHING RAMP KIHAI MAUI, HAWAII TRAC 22-3-4-10-1, 19847
		SITE PLAN C1



A1	FOUNDATION PLAN	KHOKKAWI BANG RESERVE COMMISSION BOAT HOUSE ADDITION AT KHEE BOAT LAUNCHING RAMP KHUAT SAU THUM TUMBUK 22, 56400-KEMAS, 48667		PREPARED BY: [Signature] CHECKED BY: [Signature] DATE: [Date]		MAG ARCHITECTURAL ENGINEERS 11/11, Jalan... 46000, Petaling Jaya, Selangor, Malaysia. TEL: +603-7630 6200 FAX: +603-7630 6201 WWW.MAGARCHITECTS.COM	
	DATE: [Date]	SCALE: [Scale]					
	BY: [Name]	APP: [Name]					
	CHK: [Name]	APP: [Name]					



	STATE OF ARCHITECTURAL INC. 1000 N. W. 10th Ave. Ft. Lauderdale, FL 33304 Phone: (954) 561-1111 Fax: (954) 561-1112 Website: www.magarchitect.com	PROJECT KHOLAWI ISLAND RESERVE COMPLEX BOAT HOUSE ACCESS RAMP AT KHEZ BOAT LAUNCH RAMP REEF WALL IMPROVEMENTS 10000 US 90 HWY. 5000	SHEET FLOOR PLAN A2
	DATE: 10/1/2011 DRAWN BY: [Name] CHECKED BY: [Name]	SCALE: 1/8" = 1'-0" 1/4" = 1'-0" 1/2" = 1'-0" 3/4" = 1'-0" 1" = 1'-0" 1 1/4" = 1'-0" 1 1/2" = 1'-0" 1 3/4" = 1'-0" 2" = 1'-0" 2 1/4" = 1'-0" 2 1/2" = 1'-0" 2 3/4" = 1'-0" 3" = 1'-0" 3 1/4" = 1'-0" 3 1/2" = 1'-0" 3 3/4" = 1'-0" 4" = 1'-0" 4 1/4" = 1'-0" 4 1/2" = 1'-0" 4 3/4" = 1'-0" 5" = 1'-0" 5 1/4" = 1'-0" 5 1/2" = 1'-0" 5 3/4" = 1'-0" 6" = 1'-0" 6 1/4" = 1'-0" 6 1/2" = 1'-0" 6 3/4" = 1'-0" 7" = 1'-0" 7 1/4" = 1'-0" 7 1/2" = 1'-0" 7 3/4" = 1'-0" 8" = 1'-0" 8 1/4" = 1'-0" 8 1/2" = 1'-0" 8 3/4" = 1'-0" 9" = 1'-0" 9 1/4" = 1'-0" 9 1/2" = 1'-0" 9 3/4" = 1'-0" 10" = 1'-0" 10 1/4" = 1'-0" 10 1/2" = 1'-0" 10 3/4" = 1'-0" 11" = 1'-0" 11 1/4" = 1'-0" 11 1/2" = 1'-0" 11 3/4" = 1'-0" 12" = 1'-0" 12 1/4" = 1'-0" 12 1/2" = 1'-0" 12 3/4" = 1'-0" 13" = 1'-0" 13 1/4" = 1'-0" 13 1/2" = 1'-0" 13 3/4" = 1'-0" 14" = 1'-0" 14 1/4" = 1'-0" 14 1/2" = 1'-0" 14 3/4" = 1'-0" 15" = 1'-0" 15 1/4" = 1'-0" 15 1/2" = 1'-0" 15 3/4" = 1'-0" 16" = 1'-0" 16 1/4" = 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1/4" = 1'-0" 66 1/2" = 1'-0" 66 3/4" = 1'-0" 67" = 1'-0" 67 1/4" = 1'-0" 67 1/2" = 1'-0" 67 3/4" = 1'-0" 68" = 1'-0" 68 1/4" = 1'-0" 68 1/2" = 1'-0" 68 3/4" = 1'-0" 69" = 1'-0" 69 1/4" = 1'-0" 69 1/2" = 1'-0" 69 3/4" = 1'-0" 70" = 1'-0" 70 1/4" = 1'-0" 70 1/2" = 1'-0" 70 3/4" = 1'-0" 71" = 1'-0" 71 1/4" = 1'-0" 71 1/2" = 1'-0" 71 3/4" = 1'-0" 72" = 1'-0" 72 1/4" = 1'-0" 72 1/2" = 1'-0" 72 3/4" = 1'-0" 73" = 1'-0" 73 1/4" = 1'-0" 73 1/2" = 1'-0" 73 3/4" = 1'-0" 74" = 1'-0" 74 1/4" = 1'-0" 74 1/2" = 1'-0" 74 3/4" = 1'-0" 75" = 1'-0" 75 1/4" = 1'-0" 75 1/2" = 1'-0" 75 3/4" = 1'-0" 76" = 1'-0" 76 1/4" = 1'-0" 76 1/2" = 1'-0" 76 3/4" = 1'-0" 77" = 1'-0" 77 1/4" = 1'-0" 77 1/2" = 1'-0" 77 3/4" = 1'-0" 78" = 1'-0" 78 1/4" = 1'-0" 78 1/2" = 1'-0" 78 3/4" = 1'-0" 79" = 1'-0" 79 1/4" = 1'-0" 79 1/2" = 1'-0" 79 3/4" = 1'-0" 80" = 1'-0" 80 1/4" = 1'-0" 80 1/2" = 1'-0" 80 3/4" = 1'-0" 81" = 1'-0" 81 1/4" = 1'-0" 81 1/2" = 1'-0" 81 3/4" = 1'-0" 82" = 1'-0" 82 1/4" = 1'-0" 82 1/2" = 1'-0" 82 3/4" = 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ROOF FRAMING PLAN
SEE SHEET

WALL LINE
 TRUSS MEMBER TO BE
 RAFTER TO BE
 AND FINISH

NOTE:
 TRUSSES MUST USE ALL METAL CONNECTORS
 REQUIRED BY THE MANUFACTURER
 ALL ROOF TRUSSES MUST BE DESIGNED BY AN
 ENGINEER LICENSED IN THE STATE OF HAWAII
 MANUFACTURER TO PROVIDE TRUSS PLAN LAYOUT
 SHOP DRAWINGS INCLUDING LOAD CALCULATIONS
 FOR ARCHITECT'S REVIEW PRIOR TO FABRICATION
 PRE-ENGINEERED ROOF TRUSS SYSTEM
 REFER TO TRUSS SYSTEM HANDBOOK INC.
 FOR INSTALLATION SPECIFICATIONS

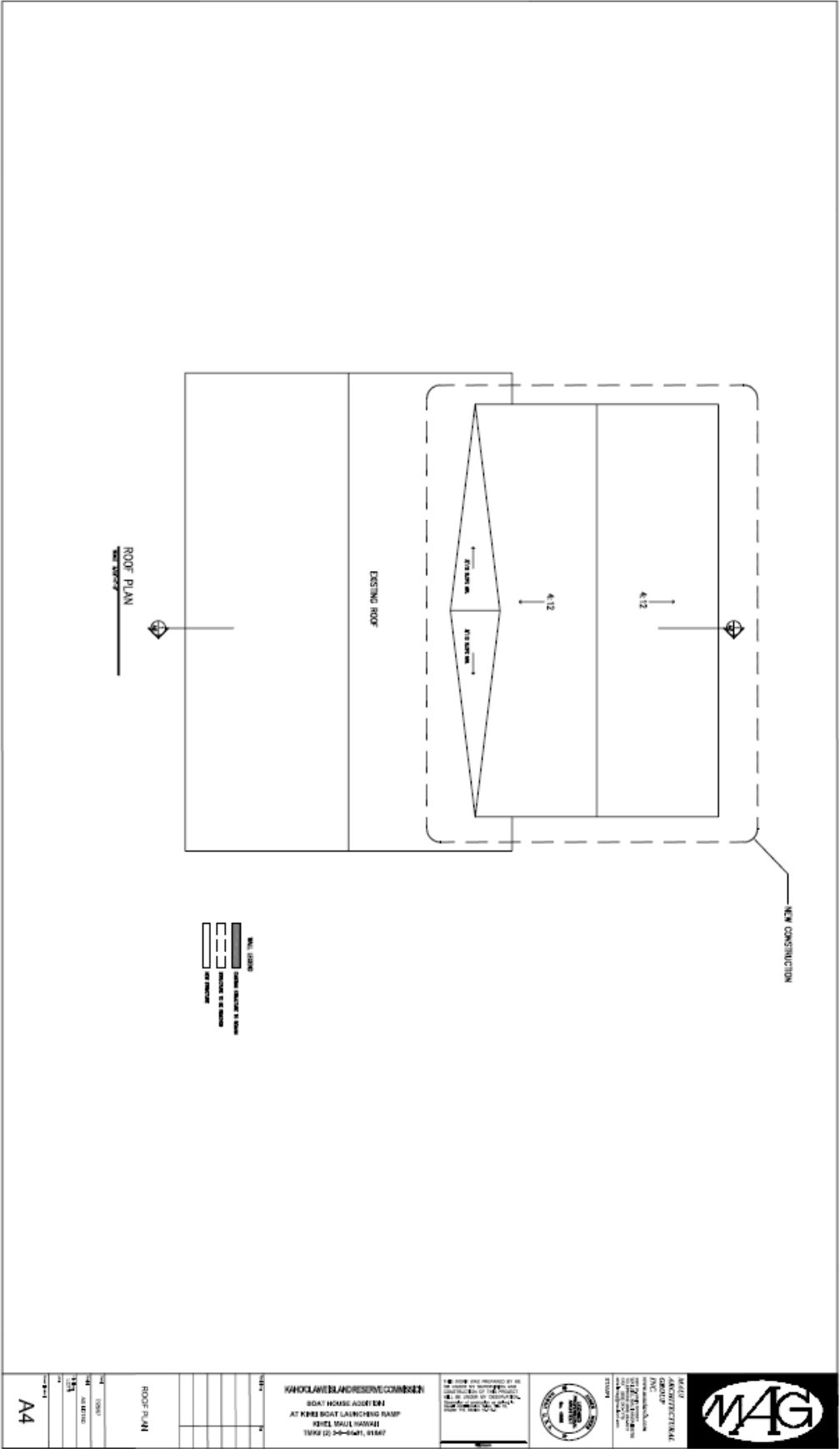
ROOF FRAMING PLAN

A3

KAIKOLAWE BLAND RESERVE COMMISSION

BOARD HOUSE ACQUISITION
 AT KAIKOLAWE BLAND RESERVE TRAIL
 191111 1490-0401 11/11/11

MAG
 ARCHITECTURAL
 INC.
 1000 KALANANAKU AVE.
 SUITE 1000
 HONOLULU, HI 96813
 TEL: 808-551-1111
 FAX: 808-551-1112
 WWW.MAGARCHITECTURAL.COM



ROOF PLAN

--- NEW CONSTRUCTION
 - - - EXISTING ROOF
 ···· EXISTING ROOF TO BE REMOVED

NEW CONSTRUCTION

	MAG ARCHITECTURAL GROUP 1000 S. W. 10th Ave. Ft. Lauderdale, FL 33304 Phone: (954) 561-1111 Fax: (954) 561-1112		PREPARED BY: MICHAEL J. MAGUIRE CHECKED BY: MICHAEL J. MAGUIRE DATE: 10/15/11	KAYAK AND RESERVE COMBINATION BOAT HOUSE ADDITION AT KERR BOAT LAUNCHING RAMP 1000 S. W. 10th Ave. FT. LAUDERDALE, FL 33304	SHEET NO. 1 OF 1
	ROOF PLAN		DATE: 10/15/11 SCALE: AS SHOWN DRAWN BY: MICHAEL J. MAGUIRE CHECKED BY: MICHAEL J. MAGUIRE	A4	

RIGHT SIDE ELEVATION

LEFT SIDE ELEVATION

MAJOR
PROJECT

CLIENT
NAME

DATE
ISSUED

SCALE
AS SHOWN

PROJECT
NO.

DATE
ISSUED

SCALE
AS SHOWN

PROJECT
NO.

RIGHT SIDE ELEVATION

LEFT SIDE ELEVATION

MAJOR
PROJECT

CLIENT
NAME

DATE
ISSUED

SCALE
AS SHOWN

PROJECT
NO.

DATE
ISSUED

SCALE
AS SHOWN

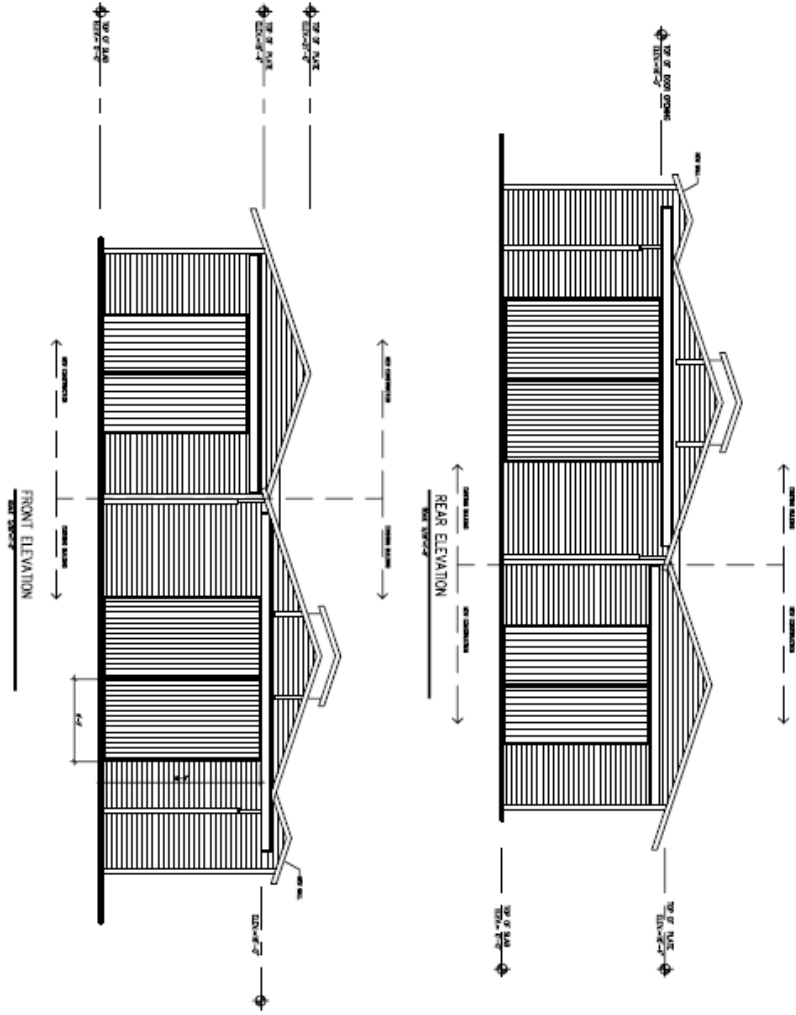
PROJECT
NO.

18181 14-00-R-C-0001
 BOAT HOUSE, ADDITION
 AT KING BOAT LAUNCHING RAMP
 1000 N. HALL AVENUE
 TAMPA, FL 33604

MAG

MANAGEMENT ARCHITECTURE GROUP

1000 N. HALL AVENUE
 TAMPA, FL 33604
 (813) 288-1111

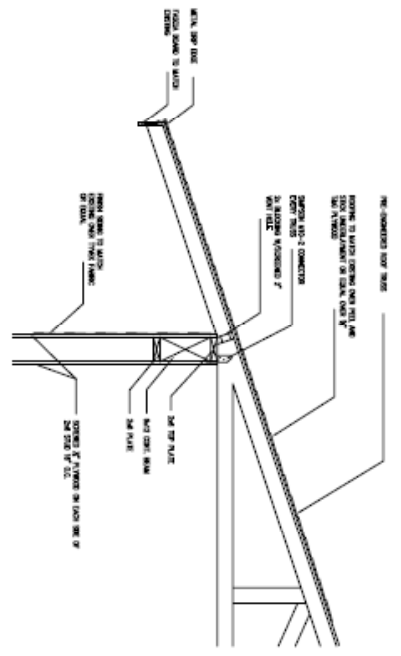


MAG
MANUFACTURING ARCHITECTURAL GROUP
INC.
1000 W. 10TH AVENUE
DENVER, CO 80202
TEL: 303.733.1111
WWW.MAGARCHITECTURAL.COM

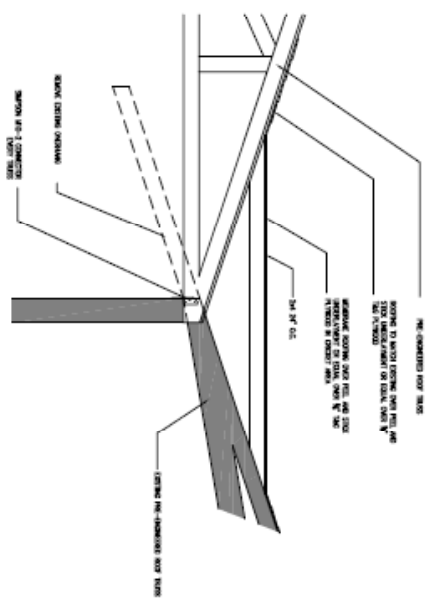
DAVID L. SMITH
PROFESSIONAL ENGINEER
STATE OF COLORADO
LICENSE NO. 100000000000000

KNOWLEDGE AND RESERVE COMMISSION
KIDNEY HOME ACQUISITION
AT KIDNEY HOME LAUNCHING RAMP
PHASE THREE (2) PART
19918 19918-9-2 (2) PART
ELEVATIONS

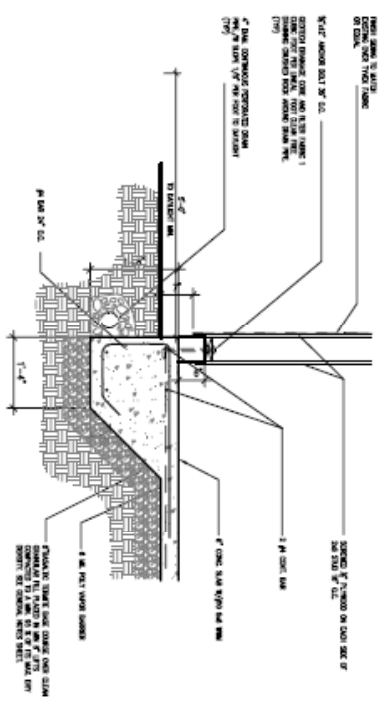
A6



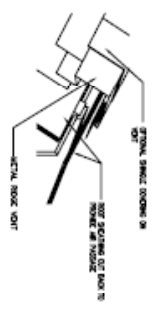
1 ROOF DETAIL
1/2" = 1'-0"



2 ROOF DETAIL
1/2" = 1'-0"

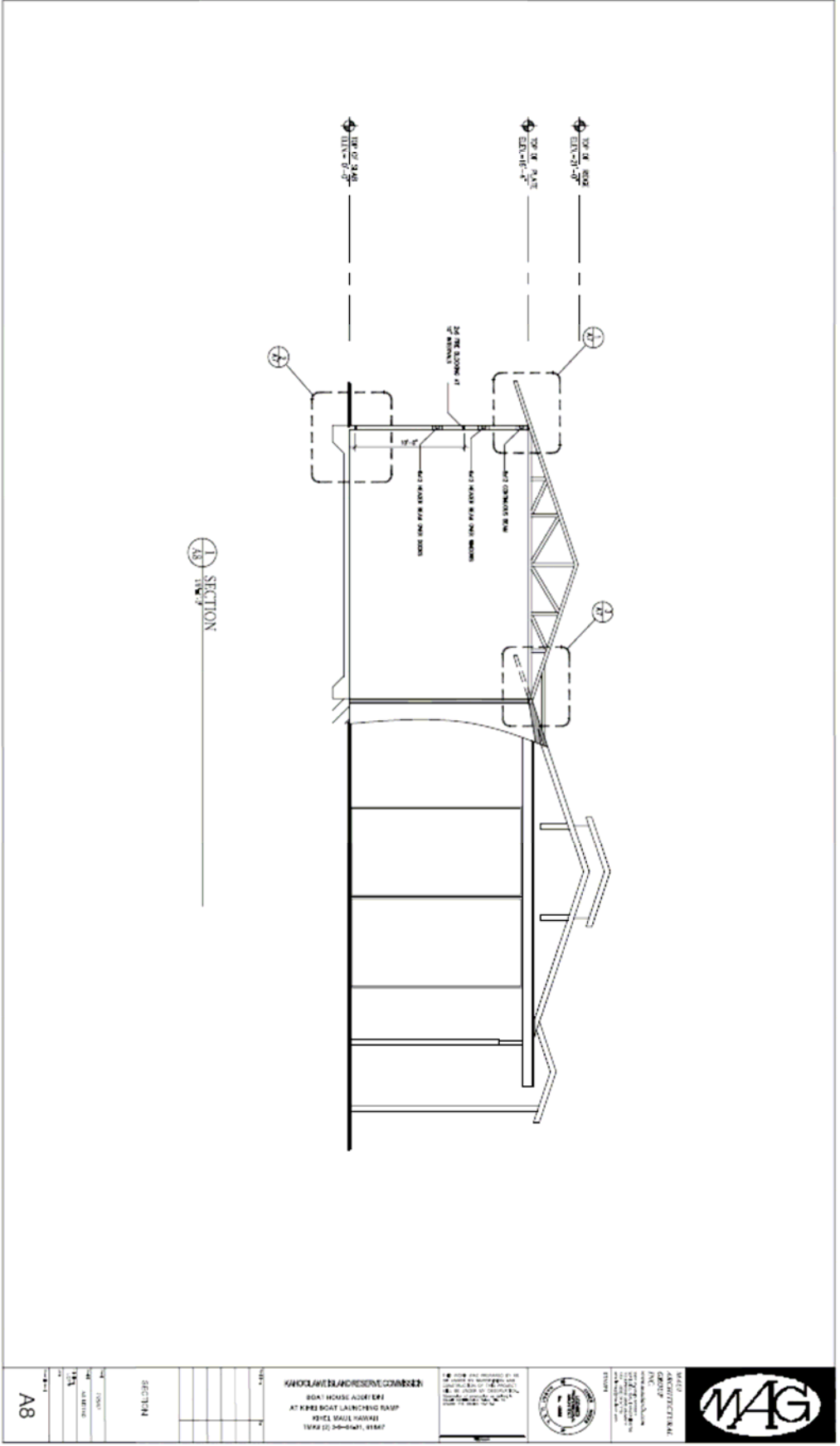


3 FOOTING DETAIL
1/2" = 1'-0"



4 RIDGE VENT DETAIL
N.T.S.

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	PROJECT: BOAT HOUSE ADDITION AT KIBBI BOAT LAUNCHING RAMP KIBBI TRAIL MARINA 10000 N. 10th Street Phoenix, AZ 85006
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