



KŪKULU KE EA A KANALOA

KAHO'OLawe ISLAND RESERVE COMMISSION
KŌMIKINA MĀLAMA KAHO'OLawe

811 Kolu Street, Suite 201, Wailuku, HI 96793
Telephone (808) 243-5020 Fax (808) 243-5885
Website: <http://kahoolawe.hawaii.gov>

COMMISSION MEMBERS

FAITH KAHALE SAITO
Acting Chairperson

J. KALAMA CHOCK
RYAN K.P. KANAKA'OLE
KAIPULAUMAKANIOLONO KEALA
SAUMALU MATAAFA
BENTON KEALII PANG, Ph.D
KEONI SOUZA

Michael K. Nāho'opi'i
Executive Director

Procurement Notice Posted: September 24, 2026

INVITATION FOR BIDS
No. OCEAN27-HELO01

SEALED OFFERS
TO
PROVIDE HELICOPTER SERVICES FOR
CIRCUMNAVIGATIONAL AERIAL SURVEYS OF KAHO'OLawe
ISLAND

SECTION I: BACKGROUND

Hawai'i State Law established the Kaho'olawe Island Reserve (Reserve) and the Kaho'olawe Island Reserve Commission (KIRC). The KIRC manages the environmental restoration and preservation of its natural, cultural, and marine resources, 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 Kaho'olawe Island Reserve includes the island and waters extending seaward 3.2 km (2 miles) from the shoreline.

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; it includes basic structures for sleeping quarters, storage, workshops, offices, galley and mess deck. Telephone, internet and radio communications are provided by microwave and radio links; television is provided by satellite dish.

SECTION II: PURPOSE AND OBJECTIVE

The Kaho'olawe Island Reserve Commission is seeking helicopter services for its Circumnavigational Aerial Surveys.

The island of Kahoolawe, Hawai'i, is located 11 kilometers (six miles) southwest of the island of Maui (N20 32.213 W156 32.953). Departure for each survey will be from Maui Heliport. The Circumnavigational survey will begin and end at Hakioawa (NE end of Kaho'olawe).

Hakioawa: 20° 59.2974'N, 156° 55.2268'W

SECTION III: SCOPE OF WORK

A. Specifications

Circumnavigational Aerial Surveys captures changes around the Kaho'olawe over an 11-month period. Approximately 7 helicopter flights are required to complete this project. The initial survey will be in November 2026 and the last survey will be in July 2027. The KIRC is seeking ground support and transport for three KIRC Staff from Maui to Kaho'olawe via helicopter with no helicopter doors. A coastal aerial survey of the Reserve will be conducted at a speed of approximately 75 MPH ground speed and at an elevation of approximately 100 feet. The survey will begin and end at Hakioawa then transport KIRC staff back to Maui. Aerial survey time is approximately 1 hour.

NOTE:

- ☐ **Vendor must establish proof of vendor compliance by subscribing to Hawaii Compliance Express (HCE)**
- ☐ **Questions will be answered via HiEPro only.**

B. Contractor Operations Requirements

1. The Contractor is required to comply with generally accepted standards of airmanship, training and preventative maintenance schedules and procedures in accordance with all applicable federal, state and local regulations.
2. Within 45 days of Contract award, the Contractor shall provide written assurance that the Contractor's transportation services performed under the Contract conform to all applicable federal, state and local regulations. The written assurance shall include a Contractor confirmation of compliance with applicable regulations and copies of all applicable permits, licenses, and approvals. All costs associated with obtaining and/or maintaining said permits, licenses and approvals shall be at the Contractor's expense.
3. Helicopters shall meet the following specifications, as applicable:
 - a. Operate in a maximum wind speed of 40 knots with a gust spread of 15 knots;
 - b. VHF Radio capable of air-to-air and air-to-ground communication; and
 - c. 800 MHz Range Radio transceiver, EF Johnson Model 8565 compatible multi-box.
4. The Contractor shall be obligated to comply with generally accepted standards of airmanship, training and maintenance practices and procedures. In addition, Contractor shall comply with all provisions of applicable statutes, tenders of service, and Contract terms as such may affect flight safety, as well as with all applicable Federal Aviation Administration regulations, airworthiness directives, orders, rules, and standards promulgated under the Federal Aviation Act of 1958, as amended. Compliance with published standards may not, by itself, constitute compliance with generally accepted standards of airmanship, training or maintenance.

5. The Contractor shall maintain all components and surfaces of the aircraft to be clean, orderly, and in a good state of repair. Failure to do so shall be deemed a failure to comply with generally accepted standards of maintenance to the extent that the failure goes beyond mere cosmetic or housekeeping deficiencies and relates in some manner to confidence in the safety, maintenance or airworthiness of the aircraft.

The Contractor shall provide the KIRC with a schedule of all regular and FAA-required maintenance, including anticipated duration, at least two weeks prior to such maintenance being performed.

6. Should the KIRC determine that any of the following conditions exist; the KIRC may suspend or place in temporary non-use status the Contractor's further performance of air transportation services:
 - a. Contractor's failure to meet any of the obligations imposed by the preceding paragraphs 1, 4 and 5, above.
 - b. Involvement of the Contractor's aircraft in a serious or fatal accident, incident or operational occurrence (regardless of whether or not such aircraft is being used in the performance of this Contract).
 - c. Any other conditions which affects the safe operation of the Contractor's flights hereunder.
 - d. Such suspension shall be accomplished pursuant to applicable federal, state, and local laws and regulations. The suspension procedures, including the temporary non-use, reinstatement and appeals processes, set out therein, shall be binding, final and conclusive. In no event shall suspension or temporary non-use proceedings, regardless of the outcome, give rise to any liability on the part of the KIRC.
 - e. Suspension or temporary non-use hereunder resulting in unavailability of the Contractor's aircraft to perform service under this Contract shall be treated as failure to maintain authorization to engage in air transportation.

C. 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 Hawai'i. The policy or policies of insurance shall name the State of Hawai'i 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, aviation 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 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.

SECTION IV: GUIDELINES FOR RESPONDING

A. Content

All proposals are to contain, at a minimum, the following information:

1. A statement of qualification identifying bidder's experience and training, including verification of compliance or commitment to comply with Sections III.B and C above.
2. A brief description of bidder's organization, including the identification of those who will be involved in the provision of the services.
3. Bidder's scheduling and availability for completing the services to be provided.
4. Bidder's costs for services described in Section III.A above (only those services that bidder provides); see page OF-16 for a sample.
5. Any information, assistance, planning or logistics that the Bidder requires from the KIRC.
6. The proposal shall be signed by an individual authorized to bind the bidder and shall contain a statement that the proposal is a firm offer for a thirty (30) day period (see page OF-14). The proposal shall also provide the following information: Name, title, address, and telephone number of an individual who may be contacted during the period of bid review.

B. General

Bids may be organized in whatever manner bidder believes will best present the information required; **bidders may bid on any service that they can regularly provide and are not required to bid on all solicited services.**

Any and all changes to this IFB will be made by KIRC in the form of written addenda that will be posted on the websites of the Hawai'i State Procurement Office and the KIRC.

Bidders shall disclose potential conflicts of interest in the proposal.

Bids should be submitted via HlePro

C. Costs

Preparation of proposals shall be at the Bidders' expense.

SECTION V: SPECIAL PROVISIONS

A. Terms and Acronyms Used Herein

Procurement Officer	= The contracting officer for the Kaho`olawe Island Reserve Commission; for this IFB, Mr. Micheal Naho`opi`i.
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 April 15, 2009.
IFB	= Invitation for Bids.
GET	= General Excise Tax.

B. Scope

The provision of helicopter transportation services 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>.

C. State's Commitment

In return for prices submitted, the Kaho`olawe Island Reserve Commission will procure the services specified herein from the successful low responsible bidder(s). **It is anticipated that more than one bidder may be selected, as it is unlikely that any one bidder provides all of the services described in Section III.A.**

D. Term of Contract

Contractor shall enter into a contract for furnishing services for a twelve-month (12) period commencing from the official date on the Notice to Proceed but no earlier than 1 March 2024. The KIRC may initially, partially encumber funding for the contract depending on the availability and release of funds.

Unless terminated, contract can be extended for not more than three (3) additional twelve-month periods or portions thereof, without the necessity of rebidding, upon mutual agreement in writing, at least three (3) months prior to expiration, any increase in annual contract price shall be mutually agreed upon by the Contract Administrator and Contractor and approved by the KIRC's Executive Director. The KIRC may partially encumber funding for the contract extensions depending on the availability and release of funds.

The Contractor or the State may terminate the extended contract period at any time upon three (3) months prior written notice.

The successful low bidder(s) shall enter into a contract(s) as specified in the Notice to Proceed. The initial contract term is anticipated to be 1 year (12) months.

E. 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 Hawai'i to receive anticipated federal funds shall not be considered a breach by the State of Hawai'i or an excuse for nonperformance by the Contractor.

F. Contract Administrator

For purposes of this contract, Mr. Michael K. Naho'opii is designated Contract Administrator. Mr. Naho'opii may be reached by telephone at 808-243-5020, facsimile at 808-243-5885 or email at Michael.K.Nahoopii@hawaii.gov

G. 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 by registering with Hawaii Compliance Express, and:

1. Comprehensive general liability insurance policy(ies) certificate(s); and
2. 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").

H. Bidder's Authority to Sell

KIRC will not participate in determinations regarding a bidder's authority to offer a service. If there is question or doubt regarding a bidder's right or ability to provide a service, the bidder should resolve that question prior to submitting a bid. If a bidder offers a service that meets specifications and is 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 cannot, for any reason, provide the service under Contract, then the provisions of Paragraph 13, "Termination for Default" (pages 5-6), of the GTC shall apply.

I. 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 §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 all costs incurred in the performance of the Contract. 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.

J. Award of Contract

Method of Award . To be considered for award, bidder is asked to bid only on services that bidder regularly provides. Award(s), if any, shall be made to the responsive responsible bidder(s) submitting the lowest estimated bid(s) for services.

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.

Insurance. The Contractor shall submit a certificate(s) showing the comprehensive general liability insurance policy(ies) and aviation insurance policy(ies) to be initially in force. The certificate(s) must be kept on deposit during the entire Contract term, and like certificate(s) shall be furnished upon each renewal of the policy(ies). This insurance shall not be cancelled, limited in scope of coverage, or nonrenewed until after thirty (30) days written notice has been given to the KIRC.

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.

K. 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(s) a formal contract(s) to be signed by the Contractor(s) and returned to KIRC within ten (10) business days. No work is to be undertaken by the Contractor(s) 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(s) prior to the official commencement date.

L. 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.

M. Liquidated Damages

In the event the Contractor does not perform under the terms of the Contract, Paragraph 9, "Liquidated Damages" (page 4), of the GTC shall apply. Liquidated damages are fixed at the sum one percent (1%) of the final Contract price per day for each and every calendar day the Contractor does not perform its services pursuant to the Contract.

N. Price Adjustment

After the first six months of the Contract term or extension period, if applicable, the Contractor may request an increase(s) in Contract price when a substantial price increase(s) on products or services is imposed upon the Contractor. 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.
2. Contractor shall submit at the time of such written request, documentation or verification of the increase(s) imposed upon the Contractor.
3. No price increase will be allowed for the initial six months of the Contract term, nor the initial six months of any Contract extension. 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.

O. Invoicing

Contractor shall submit one original – an indisputable original – 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.

P. 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.

Q. 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.

PASSENGER AND CARGO HELICOPTER TRANSPORTATION
Kaho`olawe Island Reserve Commission
IFB No. OCEAN27-HELO01

Michael Nahoopii
Kaho`olawe Island Reserve Commission
811 Kolu Street, Suite 201
Wailuku, Hawai`i 96793

Dear Mr. Nahoopii:

The undersigned has carefully read and understands the terms and conditions specified in the General Conditions, State of Hawai`i form AG-008, dated April 15, 2009, 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.: OCEAN27-HELO01

Description: Provide Helicopter Services for Circumnavigational Aerial Surveys and Personnel Transport

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

Yes No
(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 _____

PASSENGER AND CARGO HELICOPTER TRANSPORTATION
Kaho`olawe Island Reserve Commission
IFB No. OCEAN27-HELO01

Sample Bid Submittal Information

Service	Unit <i>i.e., per hour?</i>	Cost Per Unit <i>i.e., cost per hour?</i>	Notes <i>i.e., type of aircraft, number of seats (for passenger service); internal or sling-load, dimensions or weights (for cargo service), doors off (for aerial surveys), weight limit, additional cost if subcontracted, additional cost if unscheduled? Or, service not provided?</i>
Scheduled Passenger			
Non-scheduled Passenger			
Ground Support			

Please quote hours per flight, cost per flight hour, total per flight and total for all 11 flights.

Proposed dates of first 5 flights are below, final 7 flights will be TBD.

Estimated Trips From November 13, 2026 to July 31, 2027 = 7 total flights.

Proposed Flight Dates November 13, 2026
 January 22, 2027
 March 25, 2027
 April 23, 2027
 May 21, 2027
 June: TBD (access dates not yet set)
 July: TBD (access dates not yet set)

Please quote hours per flight, cost per flight hour, total per flight and total for all 7 flights.