

State of Hawaii
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Aquatic Resources
Honolulu, Hawaii 96813

May 27, 2022

Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

SUBJECT: REQUEST FOR APPROVAL TO AUTHORIZE THE DEPARTMENT OF LAND AND NATURAL RESOURCES (DLNR) CHAIRPERSON TO ENTER INTO A CONTRACT BETWEEN DLNR AND INVENTECH MARINE SOLUTIONS, LLC. FOR THE PURCHASE OF A RESEARCH VESSEL (\$298,976.50) WITH MONSANTO TRUST FUNDS FOR THE DIVISION OF AQUATIC RESOURCES MAUI CORAL REEF MANAGEMENT AND MONITORING PROGRAM

Submitted herewith for your consideration and approval is a request to authorize the DLNR Chairperson to enter into a contract between DLNR and Inventech Marine Services, LLC. The contract provides \$298,976.50 in Monsanto Trust Funds for the purchase of a research vessel for the Division of Aquatic Resources (DAR) Maui coral reef research, monitoring and management activities.

For the past several years, the Division of Aquatic Resources (DAR) needed to replace an aging and increasingly problem-plagued survey vessel. The currently used 22' Powercat is nearly 20 years old, losing structural integrity in the hull, and needs new outboard motors. The Maui Monitoring team requires a reliable, safe platform to perform their routine duties.

Therefore, bids were requested through the State Procurement System HlePro SOLICITATION NO. DAR IFB-2022-01, posted February 23, 2022, with a closing date of March 21, 2022. Inventech Marine Services, LLC. submitted the sole bid for \$298,976.50.

The Subject Contract was submitted to the State's Department of the Attorney General for legal review.

The contract is scheduled to run through March 27, 2023.

FUNDING SOURCE

Governor's approval to use Monsanto Trust Funds for the purchase of a vessel was received on February 8, 2022. Funds are currently available for this purchase in DAR's T-907 Maui Monsanto Trust Fund.

HRS Chapter 343 - Compliance with Environmental Law

The Department has determined that the actions to be conducted under this contract will have little or no significant effect on the environment and are exempt from the preparation of an environmental assessment per the DLNR Exemption List, (General Exemption Type 2, Part 1, #21: Replacement or reconstruction of existing machinery, equipment, vessels, or vehicles used to support Departmental operations as well as General Exemption Type 8, PART 1: Purchase of supplies, equipment, materials, motor vehicles, boats, and services).

RECOMMENDATIONS

Based on the above, the Division of Aquatic Resources requests:

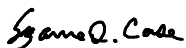
1. That the Board, based on the above, declare that the actions which are anticipated to be undertaken under this Contract will have little or no significant effect on the environment and are therefore exempt from the preparation of an environmental assessment.
2. That the Board authorize the Chairperson to approve and execute the Division of Aquatic Resources' Contract with Inventech Marine Services, subject to approval as to form and content by the Department of the Attorney General.

Respectfully submitted,



BRIAN J. NEILSON, Administrator
Division of Aquatic Resources

APPROVED FOR SUBMITTAL:



SUZANNE D. CASE, Chairperson
Board of Land and Natural Resources

Attachments



STATE OF HAWAII
CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED BIDS

This Contract, executed on the respective dates indicated below, is effective as of
May _____, 27, between _____ Department of Land and Natural Resources
(Insert name of state department, agency, board or commission)
State of Hawaii ("STATE"), by its _____ Chairperson of the Board of Land and Natural Resources
(Insert title of person signing for State)
(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),
whose address is PO Box 621 Honolulu, HI 96809
_____ and Inventech Marine Solutions, LLC
("CONTRACTOR"), a _____ Limited Liability Corporation/Partnership
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)
under the laws of the State of _____, whose business address and federal
and state taxpayer identification numbers are as follows: 5626 Imperial Way SW, Bremerton, WA 98312,
Fed ID No 38-3925910.

RECITALS

A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.

B. The STATE has issued an invitation for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.

C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.

E. Pursuant to _____ §103D-302 _____, the STATE
(Legal authority to enter into this Contract)
is authorized to enter into this Contract.

F. Money is available to fund this Contract pursuant to:

(1) Monsanto Trust Funds

(Identify state sources)

or (2) _____

(Identify federal sources)

or both, in the following amounts: State \$ 298,976.50

Federal \$ _____

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the Invitation for Bids number IFB-2022-01 ("IFB") and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed

Two hundred ninety eight thousand, nine hundred seventy six and 50/100 _____ DOLLARS
(\$ 298,976.50 _____), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR ☐ is required to provide or ☒ is not required to provide: ☐ a performance bond, ☐ a payment bond, ☐ a performance and payment bond in the amount of n/a _____ DOLLARS (\$ 0 _____).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachments and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of n/a _____ DOLLARS (\$ 0 _____) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE

(Signature)

(Print Name)

(Print Title)

(Date)

CONTRACTOR

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

(Date)

CORPORATE SEAL
(If available)

APPROVED AS TO FORM:

Deputy Attorney General

* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.



STATE OF HAWAII
**CONTRACTOR'S
STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of Inventech Marine Solutions, LLC, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is* ☒ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

By

(Signature)

Print Name Jenson R. Charnell

Print Title President

Name of Contractor Inventech Marine Solutions, LLC

Date 4/26/2022



STATE OF HAWAII

SCOPE OF SERVICES

The Scope of Services for this contract is for Inventech Marine Solutions, LLC, to provide the Department of Land and Natural Resources, Division of Aquatic Resources, State, with a 2022/2023 model 27' vessel and trailer with the following specifications, delivered to the Port of Kahului. The vessel shall be new and of current manufacture. All parts shall conform in strength and quality of material workmanship to what is normally provided in the trade in general. Vessel shall be delivered on a heavy-duty aluminum tandem axle trailer to The Port of Kahului, Maui, with all applicable title, registration, warranty, operation manuals, and maintenance schedule documents.

In addition to the Detailed Vessel Specifications listed herein, the vessel and equipment furnished under these provisions and specifications shall be new and of the best quality of its respective kind and shall be completely assembled and free of defects which may render them unfit for use. Vessels and equipment shall include any other standard features not listed herein but detailed in the manufacturer's brochures and specifications literature and deemed necessary for the proper and safe operation of the vessel and equipment. The vessel shall be warranted to be free from defective materials and workmanship as provided herein from the date the State accepts delivery of the vessel.

Specifications continued next page.

Specifications:

	Category	Description
1	Year of Manufacture	2022/2023
2	Vessel Size, Capacity, and General Performance	27' x 9', Holds 8 POB, 150 Gal. Fuel, 7500 lbs. Dry Weight, Speeds in Excess of 45mph
3	Type	22 deg. Mono-Hull w/ Foam Collars, Full Cabin w/ no Rear Bulkhead, Storage for 24 Scuba Tanks
4	Vessel Hull	Aluminum Welded 5086 Construction, Excess Foam Flotation Deep-Vee 22 Deg. Deadrise, Self-Bailing Decks, Speed Shoe and Lifting Strakes, Anchor Locker, Welded Eyes, and 8 Cleats
5	Vessel Collar	Closed Cell EPE Foam Collar, w/ TPU Thermal Welded Skins w/ UV Resistant Reinforced Seams, Small Tensioning Air-Bladder, Life-Lines and "D" Rings, IMS Mfg and Installed
6	Cabin Design and Features	Std Helm, One Deck Level, 6'-4" Min Clearance, Cuddy Fwd. Bow Access Hatch, 2x Cabin Roof Hatches, Wiper/Washer System, Anti-Glare Coverings, Dome Lts., 6x Crtsy Lts., 2x 12v DC Plugs, 2x Cup Holders, Cockpit Storage Shelves, 2x SHOXS X4 Pedestal Seats, Cushioned Bench Seats
7	Power Specifications	Twin (2x) 200HP Gas Outboards w/ Premium Digital Gauges and Controls, Hydraulic Power Steering, 150 gal. Almn. Tank, EPA Compliant Fuel System, Dedicated House and Engine Batteries, Prop Guards Installed
8	Work Deck	Single Deck Level, Self Bailing Deck, Fuel Tank Accessible, Rubberized Non-Skid, 4x Flush Gunnel Rod Holders, 6x Rod Holders, 1x 12v DC 100lbs. Cap. Davit, Shelf Storage (p/s), Hand-Rails
9	Electronics, Navigation and Communication Equipment	Digital Fuel Gauge, Large Digital Engine Gauge, Compass, 2x VHF radios, Nav/Anchor Lts. LED, 1x Remote Search-lt., 2x Fld Lts., 1x GARMIN 8612xsv MFD Chart-Plotter w/ 1kW Chirp Sonar and External GPS Antenna
10	Safety Equipment	2x Fire Ext., Prop Guards, Rescue Ring and Rope, Nav Trumpet Horn
11	Outfitting Supplies	Full Outfit Kit Incl. Anchor+Chain+Line, Dock-lines, 2x Fenders, 1x Boat Hook
12	Trailer	Tandem Axle Almn. Trailer w/ 8500 lbs. min. Cap. Telescoping Tongue
13	Shipping	Prep, Shrink Wrap, and Delivery to Port of Kahului Included.



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

The compensation for the services to be performed under this Contract shall not exceed the sum of TWO HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED SEVENTY-SIX AND 50/100 (\$298,976.50) for the performance of all services under this Contract.

Partial payments may be made upon presentation of invoices supported by reports of the progress made on the construction of the vessel to the satisfaction of and acceptance by the State.

The final invoice for payment shall be made upon the receipt of and acceptance by the State of the Vessel, trailer, and all specifications at The Port of Kahului, Maui, Hawaii.

Funding for this contract is entirely from the Monsanto Trust Fund.



STATE OF HAWAII

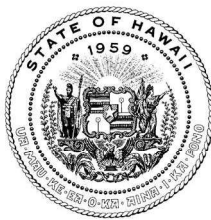
TIME OF PERFORMANCE

This contract shall commence on the date written on the Notice to Proceed and shall continue for a twelve (12) month period. The contract may be extended at no additional cost on a month to month basis for up to 6 months if mutually agreed upon in writing prior to contract expiration.

DAVID Y. IGE
GOVERNOR OF
HAWAII



2112191



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF AQUATIC RESOURCES
1151 PUNCHBOWL STREET, ROOM 330
HONOLULU, HAWAII 96813

SUZANNE D. CASE
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

ROBERT K. MASUDA
FIRST DEPUTY

M KALEO MANUEL
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

June 23, 2021

Memorandum

To: The Honorable David Y. Ige
Governor of Hawaii

Through: Craig K. Hirai, Director of Finance
Department of Budget and Finance

From: Suzanne D. Case, Chairperson *Suzanne D. Case*
Board of Land and Natural Resources *Th. M.*

Subject: Request for Approval to Purchase Replacement Maui Research Vessel *Th. M.*

In accordance with EM 20-08, *Budget Execution Policies & Instructions for FY21* approval is requested for purchase of the following critical Maui equipment utilizing available trust funds specifically allocated to support the Maui district office marine resource conservation efforts:

A. Description

One (1) New 27' x 9' Aluminum dive/work vessel with twin 200 HP gas powered outboard engines along with a heavy-duty aluminum tandem-axel trailer rated for 8,500 pounds of capacity.

B. Purpose and Intended Use

To be used primarily by the Division of Aquatic Resources (DAR) Marine Monitoring team at the Maui District Office. This vessel will primarily support the work of the Maui Aquatic Biologist III and a team of four contract monitoring technicians who conduct routine marine fish and habitat SCUBA-based assessment surveys around all islands in Maui County. It will also provide a platform for all other miscellaneous resource management tasks requiring on-water vessel support.

C. Justification

This heavy duty 27' long aluminum rigid hull vessel is needed to replace the Maui monitoring team's 22' fiberglass Powercat. The currently used 22' Powercat is nearly 20 years old and

beginning to lose structural integrity in the hull. In addition, the outboard motors are in need of replacement. The Maui Marine Monitoring team is in need of a reliable, safe platform to perform their routine duties. This replacement vessel will provide adequate room for the typical five team members, but also include additional space for collaboration projects with visiting researchers or agency personnel. It will provide enough cargo space for SCUBA tanks, and all necessary dive and survey equipment and supplies. The heavy-duty aluminum construction will provide a reliable dive platform that should last at least 20 – 30 years, therefore providing essential capacity to the Maui marine survey team well into the future.

D. Cost and Means of Financing

Estimated Cost: \$275,000.00

Source of Funds: T-907

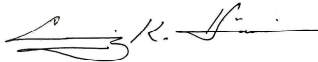
Budgeted: No

Reason: The current DAR, Maui Marine Monitoring Team is in need of a replacement vessel for current and future resource monitoring needs. Recently available trust funds dedicated to marine resource management in the Maui District will be used to purchase this vehicle and help provide reliable support to the Maui monitoring program for many years to come.

Please call Brian Neilson, DAR Administrator at 808-227-7677 if you have any questions or require additional information.

☒ Approved

☐ Disapproved



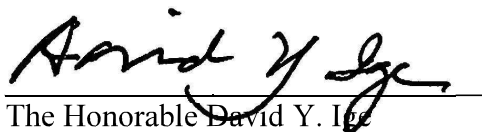
Craig K. Hirai
Director of Finance
Department of Budget and Finance

Dec 3, 2021

Date

☒ Approved

☐ Disapproved



The Honorable David Y. Ige
Governor of Hawaii

Feb 8, 2022

Date

Division of Aquatic Resources

INVITATION FOR BIDS
No. IFB-2022-01

OFFERS
FOR
Maui DAR Research Vessel

STATE OF HAWAII
DEPARTMENT OF LAND & NATURAL RESOURCES

WILL BE RECEIVED UP TO 2:00 PM (HST) ON

March 14, 2022

ELECTRONICALLY THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HiePRO). DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO LAURA JACKSON OR DESIGNEE, Phone: 808-640-1164; EMAIL: LAURA.A.JACKSON@HAWAII.GOV.



Laura A Jackson
DAR Procurement Officer

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF AQUATIC RESOURCES
1151 PUNCHBOWL STREET, ROOM 330
HONOLULU, HAWAII 96813

NOTICE TO OFFERORS

Offers for Solicitation No. **DAR-IFB-2022-01** Maui DAR Vessel are available for download on the State of Hawaii Electronic Procurement System (HlePRO). **All offers are due through electronic submittal on HlePRO by:**

Offers are due: **Date: March 14, 2022**
 Time: 2:00 PM (HST)

At the time of the Award, Offeror shall be compliant with the State Rules and Regulations through Hawaii Compliance Express (HCE), if not compliant, award shall not be issued. Offeror shall submit the original signed OFFER FORMS for DAR-IFB-2022-01 uploaded to HlePRO.

The award, if awarded, shall be subject to the availability of funds.

Should there be any question on this matter, please contact Laura Jackson or designee, email: laura.a.jackson@hawaii.gov.

SECTION ONE

1.1 INTRODUCTION

The Division of Aquatic Resources (DAR) is requesting bids for one (1) new 2022 or newer heavy duty aluminum SCUBA dive/work vessel with twin 200HP gas powered outboard engines. Delivered on a heavy-duty aluminum tandem axle trailer to The Port of Kahului, Maui.

DAR Principal Investigator is Russell Sparks, Aquatic Biologist,
Russell.T.Sparks@hawaii.gov, (808) 243-5832.

1.2 CANCELLATION

This invitation for bids (IFB) may be canceled and any or all proposals rejected in whole or in part, without liability to the State, when it is determined to be in the best interest of the State.

SECTION TWO

2.1 PROJECT OVERVIEW

The purpose of this project is for the Department of Land and Natural Resources, Division of Aquatic Resources, State, to procure one (1) new 2022 or newer heavy duty aluminum SCUBA dive/work vessel with twin 200HP gas powered outboard engines. The vessel shall be new and of current manufacture. All parts not specifically mentioned, which are necessary to provide a complete vessel, shall be included in the bid and shall conform in strength and quality of material workmanship to what is normally provided in the trade in general. Vessel shall be delivered on a heavy-duty aluminum tandem axle trailer to The Port of Kahului, Maui, with all applicable title, registration, warranty, operation manuals, and maintenance schedule documents.

2.2 GENERAL SPECIFICATIONS

In addition to the Detailed Vessel Specifications listed herein, the following requirements shall form a part of the specifications. All vessels and equipment furnished under these provisions and specifications shall be new and of the best quality of its respective kind, and shall be completely assembled and free of defects which may render them unfit for use. Vessels and equipment offered shall include any other standard features not listed herein but detailed in the

manufacturer's brochures and specifications literature and deemed necessary for the proper and safe operation of the vessel and equipment. The vessel shall be warranted to be free from defective materials and workmanship as provided herein from the date the State accepts delivery of the vessel.

2.3 DETAILED SPECIFICATIONS

	Category	Minimum Specifications
1	Year of Manufacture	2022 or newer
2	Vessel Size, Capacity, and General Performance	<ul style="list-style-type: none"> • 27' Hull length by a maximum of 9' width (including vessel collar). • Maximum 31' length overall (LOA, engines trimmed down). • Holds at least 8 people in seated positions. • At least 150 gallons of fuel capacity. • 7,500 lbs Maximum dry weight with engines and no fuel. • Able to travel at 45+ mph under light loads.
3	Type	<ul style="list-style-type: none"> • Deep-vee twin gasoline powered outboard. • All aluminum construction with a foam stabilizing collar. • Designed for dive operations with storage space for at least 24 SCUBA tanks. • Custom designed transom mounted ladder staircase. • Full cabin design with no rear cabin bulkhead.
4	Vessel Hull	<ul style="list-style-type: none"> • Heavy-duty marine 5086 H116 grade aluminum construction (or equal or better quality) and using material that is at least ¼" thick for the hull plate. • Redundant floatation built into the hull. Must be encapsulated in flame resistant material. • Deadrise at transom of at least 20°. • Hull shape to gradually transition up to at least 60° deadrise at the bow to help reduce wave impact. • Full self-bailing deck. • Includes speed/delta shoe pad in the hull to allow for faster planing and reduced drag. • Includes three (3) lifting strakes per side with outboard strake being a minimum of 2" x 3" on chine. • Included a self-bailing anchor locker • Welded bow eye and stern eyes. • Eight (8) weld-on 8" aluminum cast cleats.

		<ul style="list-style-type: none"> Installed 2,000 GPM electric bilge pump with auto/man/off switch.
5	Vessel Collar	<ul style="list-style-type: none"> Stabilized 100% foam collar system (blue color preferred). Collar designed specifically for the vessel hull to deflect spray and create low pressure under the collars for flatter cornering and more stable vessel performance. Outer collar material composed of thermal welded polyurethane membrane with lock stitch UV resistant reinforced thread on seams. Small airbladder used for collar tensioning. Lifelines and D-rings installed on the collar. Collar designed, manufactured and installed by the vessel manufacturer (ensuring appropriate vessel performance, collar durability, and warranty).
6	Cabin Design and Features	<ul style="list-style-type: none"> Starboard helm position. Cabin deck at same level as the aft working deck (no step down). Vertical clearance from deck to cabin roof of at least 6'4" at all walking/standing zones. Includes at least 6' of cuddy cabin storage space with a forward hatch to facilitate access to the vessels bow and anchor locker. Includes two cabin roof hatches. Windshield wiper and washer system with multi-speed control and delay features. Anti-glare covering on dash. Two (2) red/white LED dome lights. Six (6) deck courtesy lights. Two (2) 12V electrical plugs. At least two (2) cup holders. Recessed cockpit storage area/shelf space on both port and starboard sides, constructed outboard of the side sheet preventing any loss of cockpit space. Two (2) Shoxs X4 shock-mitigating pedestal seats with Corbin seats and console mounted folding footrests (or similar). Cushioned bench seats (at least 6' long) on port and starboard side, with storage for at least 20 SCUBA tanks below and 4 tanks above in a dive ready station.
7	Power Specifications	<ul style="list-style-type: none"> Twin 200 HP gas outboard engines (Yamaha or similar). 7" digital engine gauge (Yamaha CL7 or similar).

		<ul style="list-style-type: none"> • Premium twin binnacle mechanical engine controls (Yamaha 704 or similar). • Hydraulic steering with power steering pump. • Build in (below deck) 150-gallon (at least) Aluminum welded, baffled, and epoxy coated fuel tank. • EPA compliant fuel-system with OEM supplied fuel/water separators. • Robust electrical system with dedicated house battery bank. • Prop Guards installed for the protection of divers and marine wildlife.
8	Work Deck	<ul style="list-style-type: none"> • Consistent deck level throughout (no step downs). • Full self-bailing. • Removable center deck plate for fuel tank top access. • Rubberized non-skid deck covering (grey color preferred). • Four (4) flush gunnel mounted rod holders. • Six (6) rod holders mounted to the rear roof rails (rocket launcher style). • Includes one (1) removable gunnel mounted 12-volt electric powered davit with at least 100 lbs of load capacity. • Shelf storage space along both the port and starboard gunnels. • 1" handrails at transom, bow, and around the cabin roof as appropriate to facilitate safe movement to the bow.
9	Electronics, Navigation and Communication Equipment	<ul style="list-style-type: none"> • Digital Fuel Gauge. • Digital 7" Engine Gauge (Yamaha CL7 or similar). • Compass (Ritchie or similar). • Two (2) VHF marine band radios. • All appropriate navigation and anchor lights (LED). • One (1) 4000 Lumen (LED) remote controlled spotlight. • Two (2) floodlights (LED). • One (1) Garmin 8612XSV Multi-Function GPS chart-plotter with 1kW CHIRP sonar (or similar). • All necessary GPS and VHF antennas.
10	Safety Equipment	<ul style="list-style-type: none"> • Two (2) marine fire-extinguishers. • Prop guards installed on both outboard engines. • Provided and installed rescue ring with throw rope. • Navigation trumpet horn.

11	Outfitting Supplies	Full outfit kit (including Anchor w/chain and line, dock-lines, fenders, a boat hook, etc).
12	Trailer	<ul style="list-style-type: none"> • Tandem axle aluminum trailer with at least 8,500 lbs of capacity. • Telescoping tongue on trailer.
13	Shipping	Price to include delivery of the vessel on trailer to the Port of Kahului for pick up by Maui DAR staff.

2.4 OFFEROR'S QUALIFICATIONS

The previous specifications are minimum qualifications the Offeror shall meet in order for their proposal submittal to be eligible for evaluation. The Offeror's submittal should be sufficiently detailed to clearly show how each of the minimum qualifications is met. In addition, detailed drawings should be included which show the hull design, shape and dimensions along with specifics on the layout of the deck, storage space, etc. Those that are not clearly responsive to these minimum qualifications shall be rejected by the State without further consideration.

Offeror shall meet the minimum requirements to be considered responsive. Failure to meet these minimum requirements will cause the Offeror to be rejected from further evaluation. Offeror shall also be Compliant of rules and regulations through Hawaii Compliance Express (HCE).

2.5 OFFEROR'S RESPONSIBILITIES

1. Issues brought to the Offeror's attention must be addressed within twenty-four (24) hours.
2. Selected Offeror must provide periodic project update briefings to DAR Principal Investigator.

2.6 DAR RESPONSIBILITIES

1. Review and approve project deliverables.
2. Monitor vessel progress through status meetings and reports.
3. Issue payment to Contractor upon receiving acceptable deliverables and appropriate invoices.

2.7 TERM OF CONTRACT

Successful Offeror shall be required to enter in a formal written contract to commence work on this project. The term of the contract shall be for a twelve (12) month period starting on the official commencement date of the Notice to Proceed. The contract may be extended on a month to month basis for up to 6 more months if mutually agreed upon in writing prior to contract expiration. The extension shall be No Cost Extension, only time. Invoices shall reference the contract number.

2.8 FUNDING, COMPENSATION, AND PAYMENT SCHEDULE

Funding is limited and subject to availability. Payments shall be made progressively upon submission of signed invoices, as requested and upon review and acceptance by the State. The winning contractor shall be compliant through Hawaii Compliance Express (HCE) at the time of award, invoices and payments.

SECTION THREE

3.1 OFFERORS AUTHORITY TO SUBMIT PROPOSAL

The state will not participate in determinations regarding the Offeror's authority to sell a product or service. If there is a question or doubt regarding the Offeror's right or ability to obtain and sell a product or service, the Offeror shall resolve that question prior to submitting an offer.

3.2 REQUIRED REVIEW

Before submitting a proposal, each Offeror must thoroughly and carefully examine this IFB, any attachment, addendum, and other relevant document, to ensure Offeror understands the requirements of the IFB. Offeror must also become familiar with State, local, and Federal laws, statutes, ordinances, rules, and regulations, permits, that may in any manner affect cost, progress, or performance of the work required.

Should Offeror find defects and questionable or objectionable items in the IFB, Offeror shall notify the Division of Aquatic Resources in writing. This will allow the issuance of any necessary corrections and/or amendments to the IFB by addendum, and mitigate reliance of a defective solicitation and exposure of preproposal(s) upon which award could not be made.

3.3 PROPOSAL PREPARATION COSTS

Any and all costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether or not any award results from this IFB. The State shall not reimburse such costs.

3.4 PROPERTY OF STATE

All proposals become the property of the State of Hawaii.

3.5 CONFIDENTIAL INFORMATION

If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the Offeror shall inform the Procurement Officer named on the cover of this IFB in writing and provided with justification to support the Offeror's confidentiality claim. Price is not considered confidential and will not be withheld.

An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure shall accompany the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

3.6 EXCEPTIONS

Should Offeror take any exception to the terms, conditions, specifications, or other requirements listed in the IFB, Offeror shall list such exceptions in this section of the Offeror's proposal. Offeror shall reference the IFB section where exception is taken, a description of the exception taken, and the proposed alternative, if any. The State reserves the right to accept or not accept any exceptions.

No exceptions to statutory requirements of the AG General Conditions shall be considered.

3.7 PROPOSAL FORMS

To be considered responsive, the Offeror's proposal shall respond to and include all items specified in this IFB and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions providing in the IFB or in any subsequent addendum may be rejected without further consideration.

Offeror Form, OF-1. OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on Bid Form, BF-1. Failure to do so may delay proper execution of the Contract.

The Offeror's authorized signature on the Bid Form, BF-1 shall be an original signature in ink, which shall be required before an award, if any, can be made. The submission of the proposal shall indicate Offeror's intent to be bound.

Offeror Form, OF-2. Pricing shall be submitted on Offer Form, OF-2. The price shall be an all-inclusive cost, including all taxes, to the State. Any unit prices shall be inclusive. Contract shall be Fixed Price. Please include specification descriptions. Detailed drawings should be included which show the hull design, shape and dimensions along with specifics on the layout of the deck, storage space, etc. Please utilize additional pages as needed.

3.8 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

The Offeror may modify or withdraw a proposal before the proposal due date and time.

Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers.

3.9 MISTAKES IN PROPOSALS

Mistakes in proposals shall not be corrected after award of contract.

When the procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer may request the Offeror to confirm the proposal. If the Offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.

Once discussions are commenced or after best and final offers are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.

If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.

If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

**OFFER FORMS for IFB
Maui DAR Research Vessel
DAR IFB-2022-01
OF-1**

Laura Jackson, DLNR-DAR Procurement Officer
State of Hawaii
Honolulu, Hawaii 96813

Dear Procurement Officer,

The undersigned has carefully read and understands the terms and conditions in the Specifications, Scope of Work, and Special Provisions in this Request for Quotes attached hereto, and in the General Conditions, 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, 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.

Offer is:

☐ Sole Proprietor ☒ Partnership ☐ *Corporation ☐ Joint Venture
☐ Other _____

*State of incorporation: WASHINGTON

Hawaii General Excise Tax License I.D. No. _____

Federal ID No. 38-3925910

Payment address
(other than street address
below): 5626 Imperial Way SW

City, State, Zip Code: Bremerton, WA 98312

Business address (street
address): 5626 Imperial Way SW

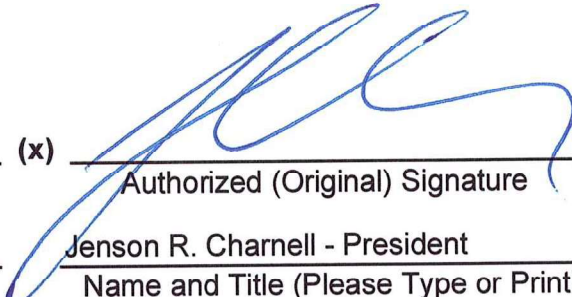
City, State, Zip Code: Bremerton, WA 98312

Respectfully submitted:

03/21/2022

Date

(x)


Authorized (Original) Signature

(360) 674-7019

Telephone No.

Jenson R. Charnell - President

Name and Title (Please Type or Print)

n/a

Fax No.

** Inventech Marine Solutions, LLC

Exact Legal Name of Company (Offeror)

jenson@inventechmarine.com

Email Address

**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 (Corporate Resolution Required).

**OFFER FORMS for IFB
Maui DAR Research Vessel
DAR IFB-2022-01
OF-2**

The following bid is hereby submitted

On Behalf of Inventech Marine Solutions, Manufacturer of LIFE PROOF BOATS and F.A.S.T. Collar Systems

We have prepared our bid pursuant to the requirements of this specification and general conditions.


Description

Offer Price*

27' HI Maui DAR Research Vessel

Per Specifications IFB-2022-01

\$ 298,976.50


Authorized Signature

Jenson R. Charnell - President

Print or Type name of Authorized Signature

03/21/2022

Date

Offeror shall provide the following information:

Office Address:

5626 IMPERIAL WAY SW BREMERTON, WA 98312

Contact Person:

Jenson Charnell

Telephone:

(360) 674-7019

E-mail:

jenson@inventechmarine.com

*all inclusive costs

Specifications:

	Category	Description
1	Year of Manufacture	2022/2023
2	Vessel Size, Capacity, and General Performance	27' x 9', Holds 8 POB, 150 Gal. Fuel, 7500 lbs. Dry Weight, Speeds in Excess of 45mph
3	Type	22 deg. Mono-Hull w/ Foam Collars, Full Cabin w/ no Rear Bulkhead, Storage for 24 Scuba Tanks
4	Vessel Hull	Aluminum Welded 5086 Construction, Excess Foam Flotation Deep-Vee 22 Deg. Deadrise, Self-Bailing Decks, Speed Shoe and Lifting Strakes, Anchor Locker, Welded Eyes, and 8 Cleats
5	Vessel Collar	Closed Cell EPE Foam Collar, w/ TPU Thermal Welded Skins w/ UV Resistant Reinforced Seams, Small Tensioning Air-Bladder, Life-Lines and "D" Rings, IMS Mfg and Installed
6	Cabin Design and Features	Std Helm, One Deck Level, 6'-4" Min Clearance, Cuddy Fwd. Bow Access Hatch, 2x Cabin Roof Hatches, Wiper/Washer System, Anti-Glare Coverings, Dome Lts., 6x Crtsy Lts., 2x 12v DC Plugs, 2x Cup Holders, Cockpit Storage Shelves, 2x SHOXS X4 Pedestal Seats, Cushioned Bench Seats
7	Power Specifications	Twin (2x) 200HP Gas Outboards w/ Premium Digital Gauges and Controls, Hydraulic Power Steering, 150 gal. Almn. Tank, EPA Compliant Fuel System, Dedicated House and Engine Batteries, Prop Guards Installed
8	Work Deck	Single Deck Level, Self Bailing Deck, Fuel Tank Accessible, Rubberized Non-Skid, 4x Flush Gunnel Rod Holders, 6x Rod Holders, 1x 12v DC 100lbs. Cap. Davit, Shelf Storage (p/s), Hand-Rails
9	Electronics, Navigation and Communication Equipment	Digital Fuel Gauge, Large Digital Engine Gauge, Compass, 2x VHF radios, Nav/Anchor Lts. LED, 1x Remote Search-lt., 2x Fld Lts., 1x GARMIN 8612xsv MFD Chart-Plotter w/ 1kW Chirp Sonar and External GPS Antenna
10	Safety Equipment	2x Fire Ext., Prop Guards, Rescue Ring and Rope, Nav Trumpet Horn
11	Outfitting Supplies	Full Outfit Kit Incl. Anchor+Chain+Line, Dock-lines, 2x Fenders, 1x Boat Hook
12	Trailer	Tandem Axle Almn. Trailer w/ 8500 lbs. min. Cap. Telescoping Tongue
13	Shipping	Prep, Shrink Wrap, and Delivery to Port of Kahului Included.