

**COUNTY OF MAUI  
OFFICE OF RECOVERY**

**DELIVERY OF DISASTER RECOVERY OPERATIONS IMPLEMENTATION CONTRACTOR FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)  
REQUEST FOR PROPOSALS**

**RFP No. 24-25/P-138**



**Deadline for proposals:  
Proposals due: 4:00 p.m., April 3, 2025**

Proposal received after the stated deadline will not be considered.  
Proposals must be submitted via the Public Purchase System at [www.publicpurchase.com](http://www.publicpurchase.com)

**Notice to Proposers**

**REQUEST FOR PROPOSALS**

**DELIVERY OF DISASTER RECOVERY OPERATIONS IMPLEMENTATION CONTRACTOR FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)**

Pursuant to Chapter 103-D, HRS, sealed proposals shall be RECEIVED ELECTRONICALLY and recorded immediately via the Public Purchase System until 4:00 p.m., Hawai'i Standard Time, on March 31, 2025. Proposals shall be submitted via the Public Purchase System, otherwise the proposal shall not be opened or considered. Proposals received after the time fixed for opening will not be considered.

Proposal Specifications and documents are available through a web-based e- procurement system. To view and download proposal specifications and documents for this procurement you will need to follow instructions describe at the following link:

<https://www.mauicounty.gov/DocumentCenter/View/91025/New-Electronic-BiddingImplementationContractor-Registration-System>

The Public Purchase Registration site can be found at:

[www.publicpurchase.com/gems/register/ImplementationContractor/register](http://www.publicpurchase.com/gems/register/ImplementationContractor/register)

Written requests for clarifications regarding this Request for Proposals must be submitted to Brian Oshiro, Office of Recovery, at cdbg-dr@co.maui.hi.us. Questions or requests for clarifications on this Request for Proposals must be submitted in writing no later than March 19, 2025.

Offers are required to comply with the newest procurement code, HRS, Chapter 103-D, any rules and regulations and policy directives issued with respect to Chapter 103-D and any amendments thereof.



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Marcy Martin  
Director of Finance  
County of Maui

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## Part I - INTRODUCTION

### 1. INTRODUCTION

#### 1.1. RFP Purpose

The County of Maui (“County”), Office of Recovery (“OOR”), seeks an Implementation Contractor capable of executing complex recovery operations from the damage suffered from the Maui Wildfires (DR-4724) in August 2023. The recovery is funded by the U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant for Disaster Recovery (“CDBG-DR”).

The Implementation Contractor will be highly qualified, with significant experience in CDBG-DR project management, having previously executed multiple and simultaneous complex operations relating to all aspects of disaster recovery in accordance with all applicable laws, regulations, ordinances, and HUD grant requirements, in a manner that is ethical, fiscally responsible. The Implementation Contractor must be appreciative of Maui County’s unique cultural heritage and historical significance and capable of effectively operating within that framework.

As outlined in the following Request for Proposals (“RFP”), the Implementation Contractor is responsible to the County OOR for the execution of the following activities: program management, staff augmentation and training, grant compliance and monitoring activities through its System of Record, environmental reviews, project implementation, administrative coordination and support, project management of the County’s forthcoming large and complex housing recovery program (via separate future RFP) as well as necessary future transition work related to project or end-of-contract closeouts.

The term of the Implementation Contractor shall be three (3) years, with an option to renew for an additional three (3) years, contingent upon review of Implementation Contractor’s Performance and review of the Scope of Work as set forth in this RFP and grant closeout. The selected Implementation Contractor shall be ready to perform its obligations under this RFP immediately upon execution of the Contract and Task Orders, upon receipt of the Notice to Proceed.

#### 1.2. Submission Instructions & Provisions:

- 1.2.1. Proposals shall be completed, signed and submitted, including price and any required forms, via the Public Purchase System at [www.publicpurchase.com](http://www.publicpurchase.com) no later than **4:00 p.m., Hawai'i Standard Time, April 3, 2025**. The County of Maui will not be responsible in any way for errors in transmission or failure to receive the bid by the deadline due to submission error or oversight.
- 1.2.2. Proposal shall include all applicable taxes, services, personnel costs, travel, and all other related expenses.
- 1.2.3. Offeror shall not submit more than one (1) offer.
- 1.2.4. All proposals and other material submitted become the property of County of Maui and may be returned at the sole discretion of County of Maui.
- 1.2.5. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with “Not Applicable” or “N/A” in large letters across the form.
- 1.2.6. Execution of Proposal: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. Please attach a copy of a Corporate Resolution confirming authorized signers.
- 1.2.7. Should not contain links to other Web pages.

#### 1.3. County of Maui General Terms & Conditions:

The County of Maui General Terms and Conditions for Professional Services shall be made a part of the proposal documents, and can be found at the following link(s):

<https://www.mauicounty.gov/DocumentCenter/View/142382/Professional-Services-GTCs>

It is the sole responsibility of the Offeror to ensure that these Terms & Conditions are considered and reviewed before submitting its proposal.

Offeror acknowledges and agrees that there shall be no post-award revision to the General Conditions.

#### 1.4. State of Hawaii Requirements

1.4.1. In accordance with Section 3-122-112, as amended, of the Hawaii Administrative Rules, the successful Offeror must produce the following documents:

- Tax Clearance Certificate
- DLIR Certificate of Compliance
- Certificate of Good Standing from the DCCA

1.4.2. The awarded Offeror is encouraged to use the Hawaii Compliance Express website to assist them in obtaining the above certificates. The State website is <http://ImplementationContractors.ehawaii.gov>

1.4.3. It is not a requirement of the Offeror to supply the compliance documents as part of the submittal. However, these documents are required to be provided to the County by the time the contract will be prepared for execution, following award. For new users of HCE, or out-of-state Implementation Contractors, the process to obtain the required documents may be time consuming. The Offeror is asked to certify that they are willing and able to obtain the compliance certification at time of proposal submission.

#### 1.5. Pre-Contractual Expenses

The County of Maui shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror. Offeror shall not include any such expenses as part of its proposal.

- Pre-Contractual expenses are defined as expenses incurred by Offeror in:
- Preparing its proposal in response to this RFP;
- Submitting that proposal;
- Negotiating on any matter related to this proposal; or
- Any other expenses incurred by Offeror prior to date of award, if any.

#### 1.6. Anticipated Timetable

1.6.1. Time is of the essence for procurement and execution of the contract under this solicitation, and for the selected firm to begin work in support of the County's disaster recovery efforts under CDBG-DR. The County is putting potential Offerors on notice of the following estimated timeline so that all firms intending to propose can plan accordingly. These dates are estimated and subject to change:

<b>Estimated Procurement &amp; Contract Initiation Key Dates</b>	
<b>Task Description</b>	<b>Date</b>
RFP Posting Date	<b>March 3, 2025</b>
Deadlines to Submit Questions	<b>March 21, 2025</b>

Proposal Due	<b>April 3, 2025</b>
Evaluation Meetings: Presentations and Final Ranking	<b>Week of April 7, 2025</b>
Finalization of Contract and Task Order #1*	<b>Week of April 28, 2025</b>
Implementation Contractor Execution and Return of Contract*	<b>Week of May 5, 2025</b>
County Contract Execution and Notice to Proceed Issued**	<b>Week of May 19, 2025</b>
Implementation Contractor Staff Assigned Under Task Order #1 Reports to Work*	<b>No later than June 1, 2025</b>
<small>*Dates are Approximate</small> <small>**Number of staff to report will be negotiated under Task Order #1</small>	

#### 1.7. RFP Addenda

Any acceptable modifications or clarifications shall be issued and distributed as Addenda. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. Written addenda (if any) will be available and posted to the Public Purchase System prior to the procurement closing.

#### 1.8. Confidentiality

- 1.8.1. The County is required to disclose non-exempt public documents. The County is exempt from disclosing information submitted in response to a solicitation where the information is such that it “should reasonably be considered confidential.”
- 1.8.2. An Offeror who determines that information within its proposal meets the statutory requirement and requires that information remain confidential, the Offeror shall mark the bottom of the pages containing such information with the word “CONFIDENTIAL.”
- 1.8.3. If an Offeror marks every page of a proposal as “CONFIDENTIAL”, the statutory requirement is not met; any proposal so marked will not be deemed to have been submitted in confidence and upon request, the entire proposal will be disclosed.
- 1.8.4. After award, the contract(s) executed by the County and the successful Offeror(s) will be a public document subject to disclosure. **No part of the contract can be designated as confidential.**

#### 1.9. Legal Responsibilities & Certification

- 1.9.1. All proposals must be submitted, filed, made, and executed in accordance with the County, State of Hawaii and Federal laws relating to proposals for contracts of this nature, whether the same are expressly referred to herein or not.
- 1.9.2. By submitting a proposal, the Offeror certifies that the proposal submitted to County is in accordance with any required authorization by the governing body of the Offeror’s organization. The Offeror further certifies that the information and responses contained in the proposal are true, accurate, and complete, and that the County may justifiably rely upon said information for purposes of evaluation and contracting with the Offeror. If it is subsequently discovered that any information provided in the proposal is false, it will result in the Offeror’s elimination from consideration.

#### 1.10. Joint Offers

Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The County intends to contract with a single firm and not with multiple firms doing business as a joint venture.

### 1.11. Withdrawal of Proposals

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals, only by written request filed with the Purchasing Division. The request shall be executed by the Offeror or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the Offeror to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

### 1.12. Rejection of Proposals

Failure to meet any of the requirements of the RFP may be cause for rejection of the proposal. The County may reject the proposal if it is incomplete, contains irregularities of any kind, or is offered conditionally. The County of Maui reserves the right to accept or reject any or all offers and to waive any minor or inadvertent discrepancy in the proposal documents.

### 1.13. Basis for Selection

Based on the evaluation process and criteria discussed in Part 4 of this RFP, the highest ranked responsible and responsive Offeror will be selected.

## 2. DEFINITIONS

- 2.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 2.2. **Bid/Proposal Package:** A bid/proposal is a document submitted by a Implementation Contractor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 2.3. **Offeror/Vendor:** One who submits a response to a solicitation.
- 2.4. **County/The County/COM/Maui County:** Refers to the County of Maui.
- 2.5. **Due Date and Time/Opening:** Is defined as the date and time upon which sealed proposals shall be RECEIVED ELECTRONICALLY and recorded immediately via the Public Purchase website. Only bids or proposals received prior to the established date and time will be considered.
- 2.6. **Implementation Contractor:** Contractor or Consultant. Sub-contractor is the same as sub-Implementation Contractor, sub-consultant.
- 2.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied daily for as long as the breach is in effect.
- 2.8. **OOR/County OOR:** shall mean the County of Maui, Office of Recovery
- 2.9. **Responsible:** An Implementation Contractor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 2.10. **Responsive:** An Implementation Contractor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 2.11. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

## 3. ORDER OF PRECEDENCE

- 3.1. If a conflict exists between the “Terms and Conditions” the following order of precedents will apply:
  - 3.1.1. County of Maui, General Terms and Conditions
  - 3.1.2. Special Conditions and Supplemental Instructions
  - 3.1.3. Detailed Scope of Work
  - 3.1.4. These Terms and Conditions

#### 4. COMPLIANCE REQUIREMENTS

In addition to the State of Hawaii requirements outlined in Section 1.3, Implementation Contractor must also comply with the following:

- 4.1. Title VI. The County of Maui, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 hereby notifies all prospective providers that it will affirmatively ensure that in any contract entered into pursuant to this solicitation for qualifications, disadvantaged business enterprises (DBEs) will be afforded full opportunity to participate in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- 4.2. Prospective providers must comply with the County's equal employment opportunity policy, which prohibits discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 4.3. The Equal Employment Opportunity Regulations of the Secretary of Labor implementing Executive Order 11246, as amended, shall be complied with on this project.
- 4.4. Title 2 of the Code of Federal Regulations (C.F.R.), Part 200. As a non-state entity, the County of Maui shall comply to the standards set forth in 2 C.F.R. § 200.317-327. Where the federal procurement under grant standards do not address a specific procurement issue, the County shall abide by its own applicable procurement code and rules.
- 4.5. The awarded Implementation Contractor will be required to agree to contract provisions required by Title 2 of the Code of Federal Regulations (C.F.R.), Part 200, sections 200.317-200.327. 2 C.F.R. § 200.327, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- 4.6. In addition, the awarded Implementation Contractor must not be suspended, debarred, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The County of Maui shall utilize SAM.gov to verify compliance with 2 C.F.R. § 200.318(h).
- 4.7. License(s): Offeror should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.

#### 5. OFFEROR REQUIREMENTS (unless otherwise noted)

- 5.1. **Responsive and Responsible:** Only proposals received from responsive and responsible Offerors will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted, or investigation and evaluation indicates an inability for the Offeror to perform.
  - 5.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.
  - 5.1.2. Any Offeror or sub-Offeror that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal background checks. There may be fees associated with these procedures. These costs are the responsibility of the Offeror or sub-Offeror.
  - 5.1.3. Offerors are responsible for ensuring that any required background screening are conducted in accordance with HRS 346-2.5 and HAR 11-106. Offerors shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks.
  - 5.1.4. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by the County at any time during such five (5) year period.
- 5.2. **Past Performance:** All Implementation Contractors will be evaluated on their past performance and prior dealings with the County (i.e., failure to meet specifications, poor workmanship, late delivery, fiscal irresponsibility, etc.) Poor or unacceptable past performance may result in Offeror disqualification.
- 5.3. **Any Offeror without experience administering or managing CDBG-DR programs will not be considered.**

#### 6. ADDITIONS, REVISIONS AND DELETIONS TO TERMS AND CONDITIONS

- 6.1. Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered.

The Department of Finance shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

## 7. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

- 7.1. **Errors/Omissions:** Approval by County of the successful Offeror's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful Offeror for the accuracy and competency of the successful Offeror's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the County of the successful Offeror's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful Offeror for the project. After acceptance of the final plans by the County, the successful Offeror agrees, prior to and during the construction of the project, to perform such successful Offeror services, at no additional cost to the County, as may be required by the County to correct errors or omissions on the plans prepared by the successful Offeror pertaining to the project.
- 7.2. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All proposals shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

## 8. HAWAII CERTIFIED ENTERPRISES

- 8.1. The County encourages the utilization and participation of Disadvantaged Business Enterprise (DBE) firms or similar in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin.

## 9. RFP - PROJECT GUIDELINES

- 9.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the Offeror(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
  - 9.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
  - 9.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
  - 9.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
  - 9.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
  - 9.1.5. The County reserves the right to add or delete, individual and or all tasks or services associated with this agreement at any time.
  - 9.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

## 10. CONTRACT ADMINISTRATION

### 10.1. Designated Contact:

- 10.1.1. The awarded Offeror shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person and shall be knowledgeable of the terms and procedures involved.
- 10.1.2. The County requires that the awarded Offeror to provide the name of a contact person(s) and phone number(s) which will afford the County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

## 11. WAIVER OF CLAIMS

- 11.1. Once this contract expires, or final payment has been requested and made, the awarded Implementation Contractor shall have no more than **thirty (30) calendar days** to present or file any claims against the

County concerning this contract. After that period, the County will consider the Implementation Contractor to have waived any right to claims against the County concerning this agreement.

## 12. COUNTY OF MAUI PAYMENT PROCEDURES

- 12.1. All Vendors are requested to mail an original invoice to:

**County of Maui  
Office of Recovery  
200 South High Street  
Wailuku, Hawaii 96793**

- 12.2. All invoices will be paid as directed by the County of Maui's payment procedure unless otherwise stated in the detailed specification portion of this project.

## 13. SHIPPING (if applicable)

- 13.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the Offeror unless otherwise agreed upon in writing prior to service. It shall be the Offeror's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered.
- 13.2. The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

End of Introduction Section

## Part II - SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

### **1. PROJECT TERM**

- 1.1. The Implementation Contractor shall be responsible for furnishing and delivering to the County requesting Department(s) the commodity or services on an “as needed basis” for a three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

### **2. PROJECT FUNDING NOTICE**

- 2.1. As notice to all Implementation Contractors, this project is funded in whole or in part by Community Development Block Grant Disaster Recovery (CDBG-DR) funding through the U.S. Department of Housing and Urban Development (HUD). The Implementation Contractor agrees to abide by and comply with all terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package. It shall be further understood that these provisions and terms shall be incorporated into any related Agreements/Contracts executed between the prime Implementation Contractor and sub-contractors.
- 2.2. Implementation Contractor shall provide services in support of the County's CDBG-DR Action Plan in accordance with Federal Register 90 FR 1754 and all applicable federal, state, and County regulations.
- 2.3. The Implementation Contractor shall be bound by the terms as stated within this solicitation package, any and all associated Agreement(s), and by all applicable state and federal laws, rules and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at 2 CFR part 200 and 24 CFR part 570 and the Implementation Contractor shall hold the U.S. Department of Housing and Urban Development (HUD) and the County of Maui harmless against all claims of whatever nature arising out of the Implementation Contractor's performance of work under this solicitation, to the extent allowed and required by law.
- 2.4. The prime Implementation Contractor and its sub-contractors to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of the County, its auditors, HUD, or representatives of the Federal government or their duly authorized representatives. “Reasonable” shall ordinarily mean during normal business hours of 8:00a.m. to 5:00 p.m., local time, Monday through Friday.

### **3. BACKGROUND CHECKS**

- 3.1. At the discretion of the County, the Implementation Contractor, at its expense, may be requested to conduct a background check for each of its employees as well as for the employees of its subcontractors, who will provide services to the County or who will have access to County facilities or to County computer systems, either through on-site or remote access. The minimum background check process for all Implementation Contractor personnel shall meet all screening standards required by law and include, but not be limited to, the following checks:
  - 3.1.1. Social Security Number (SSN) validation and address history
  - 3.1.2. State criminal and sex offender registry search
  - 3.1.3. National Crime Information Center search
  - 3.1.4. FBI fingerprint check using Integrated Automated Fingerprint Identification System
  - 3.1.5. County Felony and Misdemeanor

3.1.6. National Sexual Offender Registry Search

- 3.2. The background check must be conducted prior to initial access by Implementation Contractor personnel. The Implementation Contractor shall provide proof of a satisfactory background check to the County prior to assignment of any Implementation Contractor personnel. The County retains the right to reject assignment of any Implementation Contractor personnel based on the results of a background check.
- 3.3. Implementation Contractor personnel who separate from employment by the Implementation Contractor for any reason whatsoever, and for any length of time, must undergo another background check prior to renewed access to the County. Background checks must be repeated not less than every five (5) years. At the County's discretion, background checks for Implementation Contractor personnel holding sensitive positions (e.g., working with or around children, or within high-security areas) may be required more frequently. The County shall have the ability to audit the Implementation Contractor's background check process to ensure compliance with County standards, at any time. Additionally, all Implementation Contractor personnel have the responsibility to self-disclose any misdemeanor or felony convictions that occur while assigned to the County within three (3) business days of the conviction or upon return to a County assignment. The conviction must be reported to the Implementation Contractor, who shall then notify the County.
- 3.4. If at any time it is discovered that any Implementation Contractor personnel has a criminal record that includes a felony or misdemeanor, the Implementation Contractor is required to inform the County and the County will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties to determine whether that Implementation Contractor employee will be placed or remain on a County assignment. The County may withhold consent at its sole discretion. Failure of the Implementation Contractor to comply with the terms of this paragraph may result in the termination of its Agreement with the County.

**4. ADDITIONAL PROJECT FUNDING REQUIREMENTS**

- 4.1. In addition to the grant/project funding requirements found affixed to this solicitation package, the Implementation Contractor shall comply with the below additional project funding requirements and shall require the following provisions be included in each contract and subcontract for all tiers associated with this project.
  - 4.2. The Implementation Contractor shall comply with all applicable local, state, and federal laws, including American with Disabilities Act of 1990, as amended; and laws which prohibit discrimination by public and private entities on employment, public accommodations, transportsations, state and local government services and telecommunications.
  - 4.3. Employment Eligibility (Using E-Verify). Agency – Implementation Contractors:
    - 4.3.1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement; and
    - 4.3.2. Shall expressly require any Implementation Contractor and its subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Implementation Contractor and its subcontractors during the Agreement term.

End of Special Conditions

## Part III - DETAILED SPECIFICATIONS

### 1. GENERAL SCOPE OF PROJECT

- 1.1 The County of Maui Office of Recovery (County OOR) seeks to contract with a highly professional, qualified firm to provide a broad range of services under its Community Development Block Grant Disaster Recovery (CDBG-DR) allocation to include program management, staff augmentation, grant compliance and monitoring activities, environmental reviews, project implementation, strategic communications, public services, and administrative coordination and support.

### 2. BACKGROUND

- 2.1 Starting on August 8, 2023, several large wildfires devastated Maui County and caused catastrophic property damage in Lahaina, and portions of Kula and Olinda, Maui, Hawaii. Preliminary figures as of August 2023 indicate that over 2,500 structures in Lahaina were exposed to fire, encompassing nearly 2,100 acres, while in Kula and Olinda, upwards of 60 structures were impacted with over 1,200 acres affected.
- 2.2 It is the fifth deadliest wildfire in U.S. history and the worst natural disaster in Hawaii's history. Assessments show damages resulting in nearly \$6 billion in property losses and caused nearly 12,000 displaced residents.
- 2.3 The U.S. Department of Housing and Urban Development (HUD) allocated approximately \$1.639 billion in CDBG-DR funds to support disaster relief, long-term recovery, restoration of infrastructure and housing, economic development/revitalization, and mitigation in Maui County ([see 90 FR 4759](#)). The County OOR is responsible for the management of the CDBG-DR funding, and implementation of projects under the CDBG-DR Action Plan.

### 3. GENERAL REQUIREMENTS

- 3.1 The Implementation Contractor must possess a complete understanding of the Maui County CDBG-DR Maui County Draft Action Plan, and subsequent amendments, for the Hawaii Wildfires (DR-4724).
- 3.2 The Implementation Contractor must possess a basic understanding of Lahaina's Long Term Recovery Plan.
- 3.3 Implementation Contractor must possess subject matter expertise regarding HUD's CDBG-DR program, HUD's National Objectives, the FEMA's Recovery Support Strategies, FEMA's Mission Assignments Policy, and the FEMA's Community Lifelines strategy.
- 3.4 Implementation Contractor will comply with all applicable grant and project requirements set forth in [90 FR 1754](#).
- 3.5 Implementation Contractor will ensure compliance with all aspects of the HUD-approved CDBG-DR County of Maui Action Plan.
- 3.6 The County Offices of Recovery, located in the David K. Trask, Jr. Office Building (Headquarters) at 2145 Kaohu Street, Wailuku, Maui, and the Lahaina Gateway Center, Lahaina, Maui, serve as fully functional offices for recovery operations, analysis, coordination, executive briefings, monitoring, auditing, and tracking all aspects of the recovery process. The Implementation Contractor's key management team will work alongside the County OOR staff at either, both, or any future headquarters as determined by the County OOR.
- 3.7 Implementation Contractor may also receive disaster case management files from other disaster case management operations as directed or identified by the County OOR. This requirement is critical for the efficient transfer of data to shorten the overall housing recovery time for disaster survivors.
- 3.8 Implementation Contractor shall follow County established recovery priorities as outlined in its CDBG-DR Action Plan. The County will incorporate the recovery process with the citizens who are identified as the most vulnerable under the County OOR's prioritization matrix as outlined in its Action Plan.

3.9 Implementation Contractor must have a demonstrated ability to expand operations should HUD grant supplemental CDBG-DR funding for the Hawaii Wildfire (DR-4724) disaster. Implementation Contractor fees for the resulting increased recovery project scope from such supplemental funding will be negotiated after the grant of any such supplemental funding.

3.10 Implementation Contractor must provide a project management capability which timelines all aspects of the recovery and estimated completion of all tasks and provide the County with this data in the formal weekly briefing.

3.11 Implementation Contractor will provide a minimum of one executive briefing to the County per week (or meeting schedule as directed), which outlines all work to date, all work in progress, and all work planned both in the near term and long term. Briefings shall be conducted at the County OOR Office, or other location otherwise identified by the County OOR. The briefing will include project timeline and MID-spending compliance. The briefing may include parties other than County OOR staff (i.e. County Council, other County Departments, etc.).

3.12 Implementation Contractor will collaborate with other government departments/agencies (Federal, State, and County) and keep them apprised of progress as needed.

3.13 Implementation Contractor must report to the County OOR's designated representative within two (2) hours of any:

- Injury associated with the program resulting in immediate movement to a hospital or clinic for further treatment.
- Vehicle wreck associated with the program resulting in any program delay.
- Evidence that a citizen has perpetrated a fraud against the program.
- Citizen's fraud compliant lodged against either the County, the Implementation Contractor, general contractor, or sub-contractors associated with the program.
- Non-routine inspection conducted by any entity regarding the program.
- Complaint by any person regarding harassment or discriminatory conduct regarding any aspect of the program or operation.
- Loss, or potential loss, of citizen Personally Identifiable Information (PII) in any form to include paper or electronic loss, to include the loss of a computer containing PII.
- Threat of legal action by a citizen against any contractor or the County, relating to any aspect of this contract or its related services.
- Allegation that the Implementation Contractor, its contractors, or sub-contractors have committed a crime while performing their work.
- The diagnosis of any person, associated with the program in any way, of having a highly communicable disease including but not limited to: Cholera; Diphtheria; Infectious Tuberculosis; Plague; Smallpox; Yellow Fever; viral hemorrhagic fevers; communicable severe acute respiratory syndromes; Flu, coronavirus, or respiratory illness that can cause a pandemic.

3.14 Implementation Contractor will ensure that all contract personnel who are based in the County OOR office (from prime to all sub-contractors associated with the contract) are identified by a standard color collared shirt and photo identification. Contractor will provide shirts and photo identification badges as needed. The words, "Disaster Recovery" and "Contractor", are required to be clearly visible on both the shirt and photo identification badges. Contractor's field personnel and construction workers must wear a t-shirt or collared shirt with the words "Disaster Recovery Contractor". Color and design must be pre-approved by the County.

3.15 Implementation Contractor is responsible for strategic planning, project timeline compliance, and fiscal projections to ensure compliant grant spending from program start to the end of closeout.

3.16 Implementation Contractor's fiscal management must be capable of withstanding a series of vigorous audits.

3.17 Implementation Contractor must comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u)(Section 3) in order to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government

assistance for housing, and to business concerns which provide economic opportunities to low- and very low- income persons.

3.18 Implementation Contractor will reimburse the county for any funds that HUD deems as having been spent for ineligible activities. Implementation Contractor will not be responsible for reimbursing the county for any funds HUD deems as spent for ineligible activity delivery costs if such costs relate to OOR's own employees' activities.

#### 4. DETAILED SCOPE / TECHNICAL SPECIFICATIONS

##### 4.1 Terms Specific to CDBG-DR

4.1.1 Under the CDBG-DR grant, the funding is allocated into spending categories termed "programs." Programs are the high-level eligible activities, such as planning, housing, infrastructure, etc. Under each program, the County designates "projects" to determine how the program money will be spent. Projects are specific funding opportunities under each program, such as roadways, etc. When a subrecipient receives an award under a project, they are conducting an "activity." Activities are unique undertakings, such as construction on a specific roadway.



##### 4.2 General Overview of Project

4.2.1 The Implementation Contractor shall provide program management staff augmentation, grant compliance and monitoring activities, environmental reviews, and project implementation and support for the County's CDBG-DR programs and general grant administration. Such activities shall be carried out in full compliance with HUD requirements and under the general direction of the County. Each task shall be assigned through use of a Task Order that will authorize the work. **No work is authorized under the contract until execution of a Task Order by both parties.**

4.2.2 The County anticipates that the first Task Order, which will include Task 1 staffing and activities, will be executed at the same time as the contract. The awarded Implementation Contractor must have the ability to mobilize staff in accordance with the Task Order immediately after approval.

4.2.3 As part of regular management of its activities in delivery of services under the contract, the Implementation Contractor shall, in part:

4.2.3.1 Provide all necessary equipment and supplies for its staff working under this contract.

4.2.3.2 Establish a functional organization structure with proper administrative oversight.

4.2.3.3 Submit monthly invoices including individual time sheets, evidence indicating the

percent of work complete for each task order, and other documentation.

- 4.2.3.4 Submit monthly activity reports indicating the status of projects. These reports shall include any areas of concern or needs identified by the Implementation Contractor.
- 4.2.3.5 Meet at least one time monthly, potentially more frequently, with the County's designated representative and cooperate with all County monitoring activities for contract oversight.
- 4.2.3.6 Implementation Contractor must provide an official Certificate of Occupancy or Certificate of Completion for each Project. Certificate shall be retained in the System of Record.
- 4.2.4 The County will assume the responsibility for compliance monitoring during the affordability period beyond the term of the contract resulting from this solicitation. The County does not expect to contract for these services in the future, and the Implementation Contractor shall assist in the comprehensive transfer of data, documentation and processes from Implementation Contractor to County monitoring at the end of the contract term, or Task Order term, whichever applies.

4.3 Implementation Contractor's Personnel

- 4.3.1 Implementation Contractor must employ personnel in the following positions, whose **only** work assignment is the Maui Wildfires and who will be physically located in the County OOR Office or its designated space:
  - 4.3.1.1 Implementation Lead
  - 4.3.1.2 Program Manager
  - 4.3.1.3 System of Record Administrator
  - 4.3.1.4 HUD/CDBG-DR Subject Matter Expert, and sufficient case workers or project specialists to complete the program according to its scheduled timeline.
- 4.3.2 After contract award and throughout the term of the contract, the Implementation Contractor shall provide and keep current an organizational chart and supervisory hierarchy to ensure adequate staffing levels, staff oversight, and accountability. The Implementation Contractor shall designate a primary manager who will maintain frequent communication with the County's designated representative(s), which may include several weekly meetings.
- 4.3.3 Implementation Contractor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the County. Implementation Contractor shall notify the County's contract manager of any desired substitution, including the name(s), resumes, and references of Implementation Contractor's recommended substitute personnel. The County will approve or disapprove the requested substitution in a timely manner. The County may, in its sole discretion, direct the Implementation Contractor to terminate the services of any person providing services under the contract. Upon such termination, the County may request acceptable substitute personnel or terminate the contract services provided by such personnel.
- 4.3.4 Implementation Contractor's Implementation Lead/Project Manager will provide all required reporting to the County's designated representative.

4.4 Location of Work

- 4.4.1 The Implementation Contractor must meet the County's expectations for collaboration, staff oversight, hours of availability, productivity, and collaboration in all aspects of this project. Onsite work at the County OOR or any other locations designated to the County is required.
- 4.4.2 On-site work will take place in County facilities within the County of Maui. Exact work locations are to be determined, and some staff positions may require travel within the County for meetings and program oversight. The County will not pay for relocation or housing of staff assigned.

- 4.4.3 Should additional, unplanned travel expenses be incurred, expenses related to travel will not be reimbursed without prior written approval by the County.
- 4.4.4 In accordance with 90 FR 4759, 100% of the allocated CDBG-DR funds have been designated for HUD-identified Most Impacted and Distressed (MID) areas. Thus, the Implementation Contractor is required to establish and maintain a physical office presence in two (2) locations, Lahaina and Wailuku, for the purposes of intake support and eligibility operations. The Implementation Contractor must maintain both offices for the duration of recovery activities or until the County OOR decides to close the offices. Any of these two offices that handle intake and process applications must be staffed with at least two of the Implementation Contractor's employees during regular business hours, 8:00am to 5:00pm.
- 4.4.5 Implementation Contractor will maintain space in County OOR's existing Lahaina office but may need to acquire space within Lahaina and/or Wailuku should existing County offices become unavailable at the time of the start of the Contract.
- 4.4.6 Generally, each personnel provided by the Implementation Contractor shall work no more than 40 hours per week, and work hours are limited to times between 7:00 a.m. to 6:00 p.m. Monday through Friday. No staff member may work more than 12 hours in one shift and must take meal breaks as required by law. Variations in these work hours may be approved by the County on a case-by-case basis.

#### 4.5 Information Systems

The Implementation Contractor shall provide a robust, secure, web-based system specifically designed to capture pertinent data and provide the comprehensive, flexible, end-to-end grants management functionality required to manage CDBG-DR grant project performance and efficiencies, and act as a central retention system for application, project, and grant management files. The system is intended to be the System of Record (SOR), and the County must be able to retain use for the full records retention period required by law. The Implementation Contractor may be required to collaborate and provide system access to other Implementation Contractors for the administration of CDBG-DR funded projects, including individual housing projects. *Data Access*

- 4.5.1 The Implementation Contractor shall provide access to the grant applicant management system/System of Record to authorized personnel from the County, the Implementation Contractor, other Implementation Contractors, auditors, and subrecipients, as needed. Such access shall remain available throughout the life of the award, during the closeout period, and the required post-closeout Federal retention period. Post-closeout Federal retention period access could be read- only, in a format approved by the County.
- 4.5.2 A task order will be issued at project closeout or after the agreement has been terminated or has expired, providing, in specific detail, how the Implementation Contractor shall provide the County all or any part of the County data, Implementation Contractor data, work products, or any other files / materials that the Implementation Contractor produces or gathers during its tenure on this Program.
- 4.5.2.1 For any raw data created, assembled, used, maintained, collected, or stored by the Implementation Contractor on behalf of the County, the Implementation Contractor shall provide the County either the raw data itself or the ability to extract the raw data, in a format mutually agreed upon by both parties at no additional cost to the County.

#### 4.6 Data Ownership

- 4.6.1 The County is, and shall always remain, the sole owner of all data and documents affiliated with County work contained in the Implementation Contractor's electronic data management system, the System of Record (SOR). The Implementation Contractor acknowledges that the County has all right, title, or other ownership interest in all County documents and work products. All data will be transferred to the County prior to contract closeout.

#### 4.7 Reporting

- 4.7.1 Reports provided by the system shall be compliant with the Department of Housing and Urban Development's audit and compliance reporting requirements and must have the ability to be exported into csv files to populate HUD data upload templates for import to HUD's Disaster Recovery Grant Reporting (DRGR) System.
- 4.7.2 Requirements include the ability to report on program / project / activity deliverable progress and status on a daily, weekly, and monthly basis that can be used for both management review and as tools for the audit process.

#### 4.8 Network Access

- 4.8.1 Implementation Contractor users will be required to acknowledge, adhere to, and sign a County of Maui Computer Usage Policy provided by the County.

#### 4.9 Computer Equipment

- 4.9.1 Implementation Contractor computers must have an endpoint protection software which is updated to effectively identify and prevent malicious code and general malware.
- 4.9.2 Support for Implementation Contractor computers, aside from network connections and County provided devices, is the responsibility of the Implementation Contractor.
- 4.9.3 The County's Information Technology Department (IT) reserves the right to perform a security scan at the County's expense to any Implementation Contractor computer equipment that requires and is approved access to the County network.

#### 4.10 Tasks/Deliverables

- 4.10.1 Implementation Contractor shall assist the County's existing team leading the CDBG-DR program. This shall include but not be limited to the Tasks described herein. However, the Task descriptions are not intended to be an exhaustive list of activities necessary to complete the objectives of the work; the precise activities and duties performed may vary depending on the County's needs as the program and the projects thereunder progress. Each task shall be assigned through use of a Task Order that will authorize the work. No work is authorized under the contract until execution of a Task Order by both parties.

#### **Task 1 – Planning and Policy Support**

- 4.10.1.1 Implementation Contractor shall provide Planning and Policy Support staff to perform tasks related to the development of program design to include policies, procedures, and Notices of Funding Availability (NOFAs) for the County's activities under CDBG-DR. Anticipated activities may include, but are not limited to, housing, infrastructure, public facilities, public services, administration and planning. The Implementation Contractor may also be asked to support the County and/or the County's Implementation Contractor in programming and policy development related to multi-family and single-family housing development, reconstruction, and buyouts. The County intends to have at least two (2) Planning and Policy Support staff members at the start of the contract and may add more positions or reduce staff assigned as workloads fluctuate throughout the life of the grant. Initial staffing level for this task will be negotiated under Task Order 1, and the County will expect the Implementation Contractor to propose an appropriate number of personnel.

- 4.10.1.1.1 Staff assigned to this task by the Implementation Contractor shall have experience in developing programs, program budgets and timelines, and accompanying policies, procedures, and NOFAs for CDBG and/or CDBG-DR activities. Planning and Policy Support staff members shall have in-depth knowledge of all applicable HUD and federal regulations specifically including 90 FR 1754, the HUD Notice of Allocations for

Community Development Block Grant Disaster Recovery and Implementation of the CDBG-DR Consolidated Waivers and Alternative Requirements posted in the Federal Register January 16, 2025. This Implementation Contractor must be knowledgeable about, Maui County Building Codes, NFIP construction requirements, County of Maui comprehensive plans and land development codes and other local ordinances related to planning and construction in the County and its jurisdictions to oversee compliant implementation of Action Plans and the resulting projects and activities.

4.10.1.1.2 Duties performed by the Planning and Policy Support staff shall include, at minimum:

- Assisting the County with program development and acting as the subject matter experts for project design. The Implementation Contractor staff assigned to this task shall write policies and procedures for the County's application processes and project implementation that reduce the timeline for eligibility determinations, support reasonable budgets, propose efficient project implementation timelines, and optimize cash flow.
- Drafting NOFAs for the County's review and establishing recommended ranking criteria for applications received.
- Monitoring cost estimates for projects and activities to ensure that they are reasonable.
- Preparing any Action Plan Amendments necessary for the County's review and assisting the County in the HUD review and approval process.

## **Task 2 – Strategic Communications**

4.10.1.2 Strategic communications are the internal and external connections with audiences at all levels, including national, state, local counties and municipalities, volunteer organizations, and most importantly, the individual citizens affected by the August 8 Maui Wildfires. Internal communications refer to communications between those who are actively involved in recovery efforts, ensuring synchronization of efforts in a prioritized manner, and focused on recovering those most vulnerable first. Communications will, always be customer-service focused. Additionally, communications are intentionally meant to be transparent, keeping all informed on the latest in recovery efforts and on the proper utilization of recovery funds.

4.10.1.2.1 Implementation Contractor will be asked to provide professional and responsive customer service through a variety of media. The Implementation Contractor will provide their system and associated metrics for the minimal acceptable level of service for tracking, resolving, recording, documenting, and analyzing complaints and/or issues. The website must provide a means by which applicants can check the application or project status.

4.10.1.2.2 Implementation Contractor will establish and maintain a website that provides access to public information regarding the recovery. The website must be established within 60 days of contract award. The CDBG-DR Program Office and/or OOR reserves the right to approve and/or disapprove all content on the website. Implementation Contractor will ensure that all information published aligns with other County websites established for the Recovery.

- Except for routine client communication, all public communication must be approved by CDBG-DR and/or OOR.
- Implementation Contractor will provide public recovery financial documents on the website within required timeframe(s).
- Implementation Contractor will place on the website project data accounting for all the completed projects.
- Implementation Contractor will provide a link on the website to any established Long-Term Recovery Group (LTRG) within the county and provide updates as requested by LTRGs. This may include but is not limited to items such as meeting dates, locations, and key contact information.

4.10.1.2.3 Implementation Contractor's strategic communications program will comply with the Fair Housing Act and will include outreach in furtherance of Fair Housing objectives.

4.10.1.2.4 Implementation Contractor will maintain and document consistent communications with County and local governmental organizations to include the entities with whom the Offeror communicated; the frequency of engagement and communication medium; and the information provided.

4.10.1.2.5 Implementation Contractor will, prior to the public use of any document, provide to the CDBG-DR Program Office for approval a copy of the proposed document. The Implementation Contractor will also provide to CDBG-DR Program Office for approval any program form or document that Implementation Contractor seeks to utilize with program applicants.

4.10.1.2.6 The public website/content management system must be approved by the County. **The County owns the website and its content.** If the Implementation Contractor maintains or operates the website during the recovery operation, the website will be turned over to the County at the conclusion of operations.

4.10.1.2.7 Implementation Contractor will provide a weekly update on their plan to communicate with the most vulnerable citizens, keep stakeholders informed of the program's progress, outbound communications, and status of the website.

4.10.1.2.8 Implementation Contractor will provide/contract translation services for documents/web pages as necessary.

4.10.1.2.9 Implementation Contractor will notify public of availability of language services and provide/contract bilingual outreach and intake staff as necessary.

4.10.1.2.10 Implementation Contractor will develop documents in frequent spoken languages, in accordance with Census Data and community engagement meetings.

4.10.1.2.11 Implementation Contractor will conduct outreach to engage the youth and kupuna (elders) of Lahaina to discuss their vision of long-term recovery and introduce programs for which they may be eligible.

4.10.1.2.12 Implementation Contractor will conduct outreach to engage other underserved individuals to discuss their vision of long-term recovery.

4.10.1.2.13 Implementation Contractor will develop program documents that shall be easy to read and understand and shall at a minimum include (1) income limits by household size, (2) project eligibility requirements, (3) CDBG-DR applicable regulations, and (4) contact info.

### **Task 3 – Compliance and Monitoring**

4.10.1.3 Implementation Contractor shall provide Grant Compliance and Monitoring Support Staff to perform quality assurance, monitoring, and reporting duties and

provide technical assistance for grant compliance to County staff and sub-recipients. Grant Compliance and Monitoring Support Staff levels are expected to fluctuate during the life of the contract as workloads vary throughout the life of the grant.

4.10.1.3.1 Staff assigned to this task by the Implementation Contractor shall have experience in successful CDBG- DR grant compliance and monitoring and/or CDBG-DR financial management, and direct experience working in the DRGR system. Compliance and Monitoring Support Staff members shall have in-depth knowledge of 2 CFR Part 200 and all HUD and federal cross-cutting regulations required for projects and programs within the County's Action Plan.

4.10.1.3.2 Staff should also have proficiency in navigating the FEMA Grants Portal.

4.10.1.3.3 Duties performed by the Grant Compliance and Monitoring Support Staff shall include, at minimum:

- Assisting in developing, maintaining, and managing the County's Disaster Recovery Grant Reporting (DRGR) System in accordance with the County's Action Plan.
- Generating Quarterly Progress Reports (QPRs) for the County's review and approval.
- Contractor shall assist in summarizing and communicating quarterly reports to Mayor and County Council as needed.
- Providing technical assistance to County staff and subrecipients on compliance with 2 CFR Part 200 and all HUD and federal cross-cutting regulations required for projects and programs within the Action Plan. This includes, but is not limited to, ensuring compliance with procurement, record-keeping regulations and common monitoring issues.
- At the request of the County, and on an as-needed basis, conducting training for County staff and subrecipients on compliance with 2 CFR Part 200 and all HUD and federal cross-cutting regulations required, and how to establish systems and process flow charts that will meet HUD compliance.
- Design a training and testing program to ensure all trainees can demonstrate a sufficient understanding of policies with proper documentation of completion.
- Reviewing the County's policies and procedures for reimbursement request reviews with respect to HUD guidelines and providing guidance for potential revision of existing draw procedures.
- Developing best practices and process flow charts for reimbursement packet review, draw request review, and check processing and disbursement that ensure proper quality control, meet HUD's requirements for documentation, and meet County-directed ongoing timelines for draw request review and payment.
- Producing draw-down requests for the County's review and approval in DRGR.
- Providing technical assistance and training to County staff on the use of DRGR.

- Providing the County with fiscal procedural support related to processing, reviewing, and drawing reimbursement requests through DRGR.
- Conduct risk assessment process for all subrecipients and develop monitoring plans.
- Conducting regular, on-site monitoring of subrecipients to assist in conducting compliance with federal regulations and County policies and procedures. The frequency of this monitoring will be determined by the County's policies and procedures and may be more frequent if there is a concern that the subrecipient is out of compliance or is found to be at risk for noncompliance.
- Conducting regular, on-site monitoring of Implementation Contractors to ensure compliance with federal regulations and County policies and procedures. The frequency of this monitoring will be determined by the County's policies and procedures and may be more frequent if there is a concern that the subrecipient is out of compliance or is found to be at risk for noncompliance.
- Produce monitoring checklists and reports to track progress, follow-ups and deficiencies as required by the Policy and Procedure of the Project or Activity.
- Supporting the County during any audits, monitoring or compliance reviews by HUD or any other auditor or regulatory agency.
- Assisting with other County needs related to management of CDBG-DR programs, if requested.

#### **Task 4 – Environmental Reviews**

4.10.1.4 Implementation Contractor shall provide CDBG-DR Environmental Review Specialists to provide services including, but not limited to the services described below. The number of CDBG-DR Environmental Review Specialists assigned to this task may increase or decrease as workloads fluctuate throughout the life of the grant.

4.10.1.4.1 Environmental Review Specialists provided by the Implementation Contractor should have direct experience in providing environmental review subject matter expertise for a grantee or subrecipient of equivalent or greater scope of service and size to the County.

4.10.1.4.2 Documenting program compliance to 24 CFR Part 58 for all federal environmental regulations, especially for public notice, required consultations, permitting, and record retention in HEROS.

4.10.1.4.3 Recommending level of clearance and best practices required for all projects listed in the Action Plans and Action Plan amendments for programs including but not limited to housing programs, buyouts and acquisitions, and infrastructure repair.

4.10.1.4.4 Reviewing and updating an area-wide Tier 1 - Broad Level environmental review in compliance with 24 CFR Part 58.

4.10.1.4.5 Developing Tier 2 – Site Specific checklists.

- Develop scheduling and reporting for all Tier 2 environmental reviews.
- Completing all required Tier 2 – Site Specific environmental review reports in a reasonable timeframe to be established mutually in the

Task Orders.

- Providing drafts of the Environmental Review Records (ERRs) and all related correspondence and forms to the County for review and final signature by Authorized Agency Official.
- Completing all required public advertisement, notices, and consultations necessary to produce complete Environmental Review Records.
- Providing ERRs to the County for review and final signature by Authorized Agency Official.
- Preparing responses to all requests for information, observations, and findings by federal environmental reviewers.
- Review activity change orders and Action Plan changes for potential effect on approved ERRs.
- At the request of the County, and on an as-needed basis, conducting training for County staff and sub-recipients related to HUD requirements for the 24 CFR Part 58 environmental review process.

4.10.1.4.6 Environmental Review Specialists provided by the Implementation Contractor should have environmental review subject matter expertise and related experience to inform the County and its developers of best practices and make policy and programmatic recommendations. Implementation Contractor staff assigned to this work must be familiar with the HUD Environmental Review Online System (HEROS) and use it for the environmental review process.

## **Task 5 – Program Implementation and Management**

4.10.1.5 The Implementation Contractor shall provide implementation services for the County's general program implementation and management activities. These activities will be designed under Task 1. The Implementation Contractor shall recommend the number of adequate staff for timely processing of applications, assistance to applicants, project oversight, and subrecipient monitoring. The staffing level for this task will be adjusted based on the workload to provide efficiency while remaining fiscally conservative.

4.10.1.6 The Implementation Contractor will establish a Call Center in accordance with other sub-tasks in this section. Services may include responding to questions from citizens and the general public, responding to and recording complaints, and other activities specified elsewhere in this RFP and in accordance with the County's Action Plan. This Call Center may require the Implementation Contractor will be required to hire/train/support local staff as required.

4.10.1.7 Staff assigned to this Task shall include subject matter expert employees that have planning experience. These staff members will have the knowledge and ability to provide guidance to applicants/subrecipients and the County throughout the program.

4.10.1.8 Implementation Contractor will provide customer service-oriented intake support and eligibility operations for the County of Maui housing assistance programs to address the unmet needs of residents directly affected by the August 8th Maui Wildfires. The intake support and eligibility caseworkers or project specialists will play an essential role in ensuring that delivery of assistance to program applicants is timely and responsive to customer needs, while ensuring and documenting eligibility, accountability, and proper use of funds.

4.10.1.9 Disaster Case Management Program (DCMP) is managed by the State of Hawaii through a grant from FEMA. The County intends to collaborate with DCMP to

seamlessly transfer into the CDBG-DR program those DCMP clients who may be eligible for CDBG-DR housing assistance. It is anticipated that DCMP, will be able to transfer the information for approximately 700 un-prioritized citizens in need of housing relief. As all wildfire affected citizens may have not participated in DCMP for a variety of reasons, an application period shall be announced and shall remain open for approximately six (6) months, or time period determined by the County, from the date the Implementation Contractor contract signing. Implementation Contractor's System of Record must be able to accept the DCMP data.

4.10.1.10 Program Implementation and Management staff assigned duties shall include all work necessary for the successful implementation, operation, and closeout of the County's Planning activity, including but not limited to:

4.10.1.11 *Pre-Application Phase*

4.10.1.11.1 Collaborating with the County and the Implementation Contractor's Program Management Staff as subject matter experts for planning during the creation program policies and procedures.

4.10.1.11.2 Establishing the staffing structure and workflows for application submission and evaluation in accordance with the Planning NOFA and policies and procedures in collaboration with Program Management Staff.

4.10.1.11.3 Producing a communications plan and conducting outreach to inform the public of the funding opportunity.

4.10.1.11.4 Creating the application form and associated documents that ensure complete data collection and compliance with HUD requirements.

4.10.1.11.5 Managing the application process to ensure the maintenance of complete, accurate and consistent client / applicant / subrecipient case files.

4.10.1.11.6 Providing assistance to applicants to navigate the application process to ensure the submission of complete, actionable, and compliant applications.

4.10.1.11.7 Intake support operations will begin within 45 days of contract execution unless otherwise agreed to by the County.

4.10.1.11.8 Intake application acceptance operations will last approximately six (6) to 12 months unless otherwise directed by the County.

4.10.1.11.9 The Implementation Contractor will provide intake support and eligibility case managers or project specialists who are capable of quickly and efficiently conducting application processing to include determination of program eligibility in accordance with all program requirements, ownership, FEMA, insurance and other payments, duplication of benefits, floodplain status, and other documentation as required.

4.10.1.12 *Application & Activity Performance Phase*

4.10.1.12.1 Reviewing applications for completeness and communicating with applicants to obtain missing information until the application is complete or non- actionable, including conducting duplication of benefits and other compliance checks in accordance with federal requirements and the

County's policies.

- 4.10.1.12.2 Collaborating with the County, as needed, to implement application/project evaluation methodology.
- 4.10.1.12.3 Evaluating and scoring applications as necessary.
- 4.10.1.12.4 Coordinating and leading evaluation committee meetings for the purpose of ranking applications, if needed.
- 4.10.1.12.5 Monitoring the application, review, and payment process for fraudulent activity.
- 4.10.1.12.6 Meeting at least monthly with subrecipients to ensure timely expenditure of CDBG-DR funds and address any subrecipient support needs.
- 4.10.1.12.7 Providing technical assistance to subrecipients as needed.
- 4.10.1.12.8 Drafting procurement documents for County Planning activities, and for any subrecipients as assigned by the County. Upon request, supporting the procurement process for contracts under the Planning project.
- 4.10.1.12.9 Completing any assigned fiscal processing tasks in a manner that ensures timely payment for clients and subrecipients.
- 4.10.1.12.10 Adhering to all County policies and procedures, and federal regulations.
- 4.10.1.12.11 Maintaining regular communication with the County's staff regarding the status of activity workload and processing, and all potential issues and/or needs as they become apparent. Maintaining regular communication with the County's staff regarding the program's performance including financials, status of projects/ activities, workload, and all potential issues and / or needs.
- 4.10.1.12.12 Providing monthly reports and quarterly reports in a format that is acceptable to the County. Such reports will include Excel sheets with data points that match the reporting measures in the DRGR. The County may request, and the Implementation Contractor shall provide, changes to the format of reports throughout the term of the contract.
- 4.10.1.12.13 The Implementation Contractor will ensure completed applications are entered into the appropriate grant management system of record.
- 4.10.1.12.14 The Implementation Contractor will ensure that an application can be securely initiated and completed via the public website.
- 4.10.1.12.15 The Implementation Contractor will ensure compliance with *The Stafford Act*, 42 USC §5121, *et. Seq.*
- 4.10.1.12.16 The Implementation Contractor will ensure that the administration of any CDBG-DR funds does not provide any duplication of benefits as set forth in federal law and HUD and program policy.
- 4.10.1.12.17 Implementation Contractor will be responsible for reimbursing the CDBG-DR/County for any project duplication of benefits.
- 4.10.1.12.18 The Implementation Contractor will ensure income eligibility as required by HUD.
- 4.10.1.12.19 The Implementation Contractor will prioritize eligibility according to the County's established policy.
- 4.10.1.12.20 The Implementation Contractor must perform research to

determine if an applicant's real property or housing unit is encumbered by a mortgage or lien.

4.10.1.12.21 The Implementation Contractor will work to ensure all citizens receive the appropriate amount granted by law, policy, or guidance.

4.10.1.12.22 The Implementation Contractor will provide timely, ongoing communication with each applicant regarding all aspects of the applicant's case, reconstruction, or new construction, and keep the citizen fully aware of all expectations and construction timelines.

4.10.1.12.23 The Implementation Contractor will ensure a smooth and standards-based information process flow system which enables efficient operations and will provide examples of how they intend to accomplish this mission within the proposal.

4.10.1.12.24 Implementation Contractor may be required to establish eligibility requirements for sub-grantees.

4.10.1.13 Closeout Phase

4.10.1.13.1 Ensuring complete and accurate closeout of the Planning activities and providing the County with all related data and documentation in the format determined by the County, and in an orderly, uniform records retention system.

4.10.1.13.2 Assisting subrecipients and clients with any project completion activities for which they are responsible.

**Task 6 – Program Implementation and Management: Public Services**

4.10.1.14 The Implementation Contractor shall provide implementation services for the County's public services projects. These projects will be designed under Task 1. The Implementation Contractor shall recommend the number of adequate staff for timely processing of applications, assistance to applicants, project oversight, and subrecipient monitoring. The staffing level for this task will be adjusted based on the workload to provide efficiency while remaining fiscally conservative.

4.10.1.15 Implementation Contractor will establish two (2) local, on-island offices for the purposes of intake support: one in Wailuku, Maui, separate from the County OOR, and one office in Lahaina, Maui. Both offices shall serve as intake centers for wildfire victims. Intake support and eligibility caseworkers or project specialists conduct appointments with applicant(s) and their families to determine their unmet need as required by CDBG-DR.

4.10.1.15.1 The Implementation Contractor must be granted approval from the CDBG-DR Program Office if it intends to close the static intake center/regional office prior to the completion of recovery construction activities.

4.10.1.15.2 The Implementation Contractor will provide a greeter/screener at the regional office to screen for basic eligibility and ensure the applicant understands applicant's obligation to obtain and provide all the required documentation needed determine applicant's eligibility and priority.

4.10.1.15.3 The Implementation Contractor will ensure exceptional customer service at the regional office. The County will not dictate the total number of employees at the regional office but expects each citizen request to be addressed in a timely manner. The Implementation Contractor will provide a metrics-based customer service standard accounting for both time of transaction and overall number of customers

expected to be served daily. These metrics will be presented to the CDBG-DR Program Office at the weekly Executive briefing.

4.10.1.15.4 The Implementation Contractor will provide an appointment system for intake allowing for greater citizen predictability and less citizen wait time.

4.10.1.15.5 The Implementation Contractor will ensure that meetings with applicants are conducted in a private, confidential setting that may include services such as (but not limited to): applications; submitting requirement documents, contract execution, or other support activities as identified by the County.

4.10.1.15.6 Established offices dedicated must be accessible to people with disabilities.

4.10.1.15.7 The Implementation Contractor will ensure that citizens who are deemed eligible know the next step in the process, have clearly defined expectations, and a viable timeline. In compliance with this requirement, Implementation Contractor will provide client with an easily understandable written or graphic document that sets forth the preceding information.

4.10.1.15.8 The Implementation Contractor will ensure the availability of language interpreters by phone during the intake process. The regional office must display a Limited English Proficiency (LEP) placard at the regional office and any intake support centers as well as accommodate LEP limitations during all follow up communications with citizens.

4.10.1.15.9 The Implementation Contractor may require that persons requiring language interpreters provide a five-day notice for in-person appointments.

4.10.1.15.10 The Implementation Contractor, its employees, independent contractors, and/or sub-contractors will comply with Fair Housing Act and any other Federal laws and requirements related to the administration of CDBG-DR funds to conduct a program ensuring that the socially vulnerable, disadvantaged, or those that have limited English proficiency are able to fully understand the program.

4.10.1.15.11 All Intake support staff shall complete a cultural competency training and acknowledge the unseen trauma each client has endured.

4.10.1.15.12 Staff assigned to this Task shall have the knowledge and ability to provide guidance to applicants/subrecipients and the County throughout the program, which will include all related regulatory compliance, such as those established by HUD, the State of Hawaii, and the County of Maui.

4.10.1.15.13 Program Implementation and Management staff shall train local staff as necessary to provide services as required in this section.

4.10.1.15.14 Implementation Contractor will establish an escalation protocol for any citizen complaint/issue and must keep the County OOR informed as to the progress of all complaints.

4.10.1.15.15 Implementation Contractor will provide an online appeals and complaint system capability which ensures citizens are informed and provided responses to questions, inquiries, and complaints within two (2) working days.

4.10.1.15.16 Implementation Contractor will direct all press or legislative inquiries to the County OOR CDBG-DR Program Management Director, Public Information Officer, or to any other representative designated by the County OOR.

4.10.1.15.17 Program Implementation and Management staff assigned duties under this task shall include all work necessary for the successful

implementation, operation, and closeout of the County's public services projects, including:

4.10.1.16 Pre-Application Phase

- Collaborating with the County and the Implementation Contractor's Program Management Staff as subject matter experts for public services during the creation of program policies and procedures.
- Establishing the staffing structure and workflows for application submission and evaluation in accordance with the public services NOFA and policies and procedures in collaboration with Program Management Staff.
- Collaborating with County staff to establish the program application process including developing and documenting workflows and implementing the required information technology in accordance with the Infrastructure Program Policies and Procedures and NOFA. This includes defining the staffing structure necessary to efficiently manage a customer focused quality application process.
- Producing a communications plan and conduct outreach to inform eligible applicants of the funding opportunity and to encourage application for funding.
- Creating the application form and associated documents that ensure complete data collection and compliance with HUD requirements.
- Managing the application process to ensure the maintenance of complete, accurate and consistent client / applicant / subrecipient case files.
- Providing assistance to applicants to navigate the application process to ensure the submission of complete, actionable, and compliant applications.
- Implementation Contractor will provide customer service capability sufficient to provide eligible applicants with a phone call or communication outreach or application status update of at least a minimum of every other week. The client contact must be documented in the System of Record.

4.10.1.17 Application & Activity Performance Phase

4.10.1.17.1 Reviewing applications for completeness and communicating with applicants to obtain missing information until the application is complete or non- actionable, including conducting duplication of benefits and other compliance checks in accordance with federal requirements and the County's policies.

4.10.1.17.2 Collaborating with the County, as needed, to implement application / project evaluation methodology.

4.10.1.17.3 Evaluating and scoring applications as necessary.

4.10.1.17.4 Coordinating and leading evaluation committee meetings for the purpose of ranking applications, if needed.

4.10.1.17.5 Monitoring the application, review, and payment process for

fraudulent activity.

4.10.1.17.6 Meeting at least monthly with subrecipients to ensure timely expenditure of CDBG-DR funds.

4.10.1.17.7 Providing technical assistance to subrecipients as needed.

4.10.1.17.8 Completing any assigned fiscal processing tasks in a manner that ensures timely payment for clients and subrecipients.

4.10.1.17.9 Adhering to all County policies and procedures, and federal regulations.

4.10.1.17.10 Maintaining regular communication with the County's staff regarding the status of activity workload and processing, and all potential issues and/or needs as they become apparent. Maintaining regular communication with the County's staff regarding the program's performance including financials, status of projects / activities, workload, and all potential issues and / or needs.

4.10.1.18 Closeout Phase

4.10.1.18.1 Ensuring complete and accurate closeout of the public services activities and providing the County with all related data and documentation in the format determined by the County, and in an orderly, uniform records retention system.

4.10.1.18.2 Assisting subrecipients and clients with any project completion activities for which they are responsible.

4.10.1.18.3 Collaborating with the County to develop a closeout plan for assisting subrecipients, clients, and contractors with closeout activities, tasks, and deliverables for which they are responsible.

**Task 7 – Project Lead – Construction Management**

4.10.1.19 The Implementation Contractor shall serve as the County's Representative for Construction Management operations related to CDBG-DR projects.

4.10.1.20 The Implementation Contractor shall provide oversight and management of the County's Construction Management Vendor, which will be procured through a separate RFP expected to be released in mid- to late Summer 2025.

4.10.1.21 The Implementation Contractor's responsibilities under this task shall include, but are not limited to, the following:

4.10.1.21.1 Developing a comprehensive Construction Management RFP in collaboration with the County, including:

- Detailed scope of work and technical specifications
- Qualification requirements
- Performance metrics and quality control standards
- Reporting requirements and communication protocols
- Payment structure recommendations aligned with CDBG-DR requirements

4.10.1.21.2 Providing technical assistance during the Construction Management Vendor procurement process, including:

- Supporting the evaluation of proposals
- Participating in vendor interviews as requested
- Assisting with contract negotiations as needed

4.10.1.21.3 Establishing Construction Project Management protocols,

including:

- Construction quality management plan
- Construction risk management plan
- Construction schedule monitoring system
- Change order review and approval processes
- Contractor payment approval protocols

4.10.1.21.4 Overseeing the Construction Management Vendor's performance, including:

- Reviewing and approving project schedules and progress reports
- Monitoring adherence to project timelines and budgets
- Conducting regular coordination meetings
- Evaluating and approving contractor payment requests
- Ensuring compliance with all CDBG-DR requirements

4.10.1.21.5 Providing monthly status reports to the County OOR on all construction activities, including:

- Project progress against established timelines
- Budget status and expenditure tracking
- Key issues and mitigations
- Quality assurance findings
- Compliance status

4.10.1.21.6 Developing key deliverables lists and performance metrics as needed

#### 4.11 General Program Assistance as Needed

4.11.1 The County may assign the Implementation Contractor additional tasks related to the overall management and monitoring of the County's CDBG-DR program, and this may include design and implementation of any eligible activity under the grant. Such assignments will be formalized via Task Orders under the contract. Pricing shall be at the hourly rates established by the contract and shall not exceed the overall price established by the Task Order.

4.11.2 The County intends that the Implementation Contractor awarded a contract under this RFP will act as a subject matter expert and technical advisor to the County and related tasks may be assigned by Task Order as needs arise.

#### 4.12 Transition Assistance

4.12.1 If the contract, or any part thereof, is not renewed or is terminated for any reason, or as part of the closeout process, the Implementation Contractor shall provide, at the County's sole discretion, up to six (6) months of transition assistance as a new Implementation Contractor or County staff take over the work. The purpose for this work is to transfer historical knowledge, documentation, systems and acquaint the staff assuming responsibility with the County's operations for CDBG-DR projects and activities.

End of Detailed Specifications

## Part IV - SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

### **1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA**

- 1.1. Interested firms shall submit their response electronically through the Public Purchase website. No paper copies sent to the County will be accepted.
- 1.2. Selection Process/Proposal Evaluation:
  - 1.2.1. All timely responses meeting the criteria set forth in this RFP shall be considered by the County.
  - 1.2.2. The three Offerors who scored highest according to the evaluation criteria will be invited for presentations, interviews, or a combination of both presentation and interviews.
- 1.3. Evaluation Criteria:

<b>Criteria</b>	<b>Points</b>	<b>Suggested Max. No. of Pages*</b>
Part 1: Introductory Letter, Firm Profile	2	1
Part 2: Qualifications. Experience and professional qualifications relevant to the project, long-term recovery, mitigation and infrastructure development, and other areas.	25	10
Part 3: Company Relevant Experience & References. Past performance on projects of similar scope. This pertains to past engagements related to disaster recovery and resilience-building. Experience and ability to handle and protect sensitive information. Understanding of confidentiality requirements and protocols to ensure data privacy is crucial. Any past work with the County will also be considered here.	35	10
Part 4: Plan of Approach. Capacity to accomplish the project in the required time. This encompasses the Project Approach, Process, and Schedule, emphasizing timeliness and efficiency.	23	15
Part 5: Price Proposal. Budget Summary and Narrative. The cost competitiveness of the proposal and its value proposition will be assessed.	15	4
<b>MAXIMUM TOTAL</b>	<b>100</b>	<b>40**</b>

*\*Per section page counts are suggestions only. Feel free to adjust page counts among sections as necessary.*

*\*\* Total number of pages SHOULD NOT exceed 40 pages total.*

- 1.3.1. A selection committee will evaluate each proposal, and the one achieving the highest score based on the above criteria will be deemed most advantageous to Maui County, all factors considered. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Department or designee unless otherwise mandated by law.
- 1.3.2. The County, however, reserves the right to make the final selection based on other factors not limited to those listed above.
- 1.3.3. Proposals may be accepted on evaluation without discussion. Prior to holding any discussions, a priority list shall be generated consisting of Proposals determined to be acceptable or potentially acceptable. If numerous acceptable and potentially acceptable Proposals are submitted, the evaluation committee may limit the priority list to three (3) highest ranked, responsible Offerors. The County may invite priority listed Offerors to discuss with their proposals to ensure thorough, mutual understanding. The County in its

sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in RFP Schedule and Significant Dates. The County may also conduct discussions with priority listed Offerors to clarify issues regarding the proposals before requesting Best and Final Offers, if necessary.

- 1.3.4. If deemed appropriate by the County in its sole discretion, the County may request each Offeror to submit its Best and Final Offer (BAFO). The request shall be issued via an Addendum, which will provide guidance and additional instructions. Offeror's BAFOs shall be submitted to the County through Public Purchase on or before the deadline called for. If an Offeror fails to do so, its last submitted Offer shall be deemed its BAFO. The BAFOs will be evaluated by the Evaluation Committee taking into consideration the Evaluation Criteria.

1.4. Evaluation Meeting(s):

- 1.4.1. The first evaluation will rank Offerors based on the scores from the selection criteria point values.
- 1.4.2. Following the initial evaluation process, the short-listed Offeror(s) may be required to provide an interview/presentation. (See Section 1.4.4 below).
- 1.4.3. The subsequent evaluations will involve ranking the Offerors based solely on the information provided during the on-site interview/presentation. Offerors will be ranked in ascending order, with 1 being the highest rank. The rankings will then be totaled, and the Offerors with the lowest total scores will be given the final rank order, starting with 1 for the highest technically evaluated and most qualified Offeror, as determined by the evaluation committee.
- 1.4.4. Interview/Presentation Evaluation Criteria (50 points Maximum):
  - Project Strategy (10 points)
  - Qualifications and Project Staffing (10 points)
  - Previous Experience in CDBG-DR programs (may include questions about past experience with the County if a previous Implementation Contractor) (25 points)
  - Demonstration of Grant and Project Management System of Record (5 points)
  - Upon completion of the evaluation interviews/presentations, scores from the Proposal Evaluation and this section will be combined to determine the final ranking. Award shall be made to the highest-ranked responsive and responsible offeror. Total points awarded for the Proposal Evaluation (100 points) and the Evaluation Meeting (50 points) will be combined to determine the final ranking. Total points for these parts will not exceed 150. Once all interviews/presentations have been completed and scored, the short-listed Offeror(s) will be notified following the final selection.
- 1.5. Submittal package may not exceed **40 pages** printed single-sided; **page restriction excludes required forms found herein and dividers.** **PLEASE INCLUDE SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Offeror is found to be, in the sole opinion of the Evaluation Committee, substantially unreliable their proposal may be rejected.
- 1.6. Submission Package Contents:

***COVER PAGE: Introduction (does NOT count toward page restriction)***

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)
- How many years has Offeror been in business under present name?
- Under what other former names has your organization operated?

***PART 1: Introductory Letter & Firm Profile***

- Please provide a letter of introduction and profile of your firm. Do not include links to any websites or any brochures in this section.

## ***PART 2: Qualifications of Firm***

- The County seeks a full-service firm with a very high degree of professionalism and prior, demonstrable experience with management, implementation, monitoring/compliance, and reporting required for CDBG-DR funding. Provide a description of your firm, your firm's experience, and underlying philosophy in providing the services as described and requested herein. Description should include details of specific experience with managing and implementing CDBG-DR/MIT funds, outcomes, and a list of the jurisdictions in which your firm worked on these projects.
- Describe your firm's experience authoring or reviewing area-wide (Tier 1) environmental review records and authoring or reviewing site-specific (Tier 2) environmental reviews. Skills sought include policy and programmatic expertise to inform the County and its developers of best practices.
- List your current CDBG-DR client engagements with similar scope and describe your firm's capacity to take on the County's contract.
- (Resumes of key personnel should be included as part of the requirements in Part 6, Personnel).
- Provide a comprehensive list of all subcontractors to be used at any stage of the project.

## ***PART 3: Company Relevant Experience & References***

- Demonstrate your firm's experience in and knowledge of the regulations, statutes, policies, and procedures related to grants funded by HUD Community Development Block Grant Disaster Recovery Programs. Such knowledge and experience shall be demonstrated by providing the details of a maximum of three (3) projects similar in scope and size to that being requested through this solicitation that your firm has completed recently. Details for each project example provided should include:
  - Project Name
  - Project Address
  - Customer Name
  - Brief description of work provided.
  - Initial costs of work
  - Final costs of work
  - Number of change orders
  - Total completion time (From Notice to Proceed to Final Invoice payment)
  - Name of the disaster for which CDBG-DR/MIT funding was awarded
  - Total CDBG-DR/MIT allocation, and percentage or amount managed by your firm
- Offerors must also clearly articulate the following qualifications:
  - Ability to demonstrate full spectrum recovery operations encompassing (but not limited to) strategic communication, intake/eligibility operations, information technology (as evidenced by a system of record), internal auditing and compliance, and closeout of operations.
  - Project management experience in full spectrum disaster recovery operations.
- Provide a statement of understanding that your firm recognizes the County reserves the right to evaluate the proposing Firm on their past performance and prior dealings with the County of Maui (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.
- Complete Attachment A, References. Completion of this Attachment will NOT count toward the page limit.

## ***PART 4: Plan of Approach***

- Provide a detailed Plan of Approach that explains how your firm intends to comply with and meet the anticipated deliverables as detailed within this solicitation.

- Specifically describe the grant System of Record you will provide. Proposals should include formats available for data export. Demonstrate your firm's Information Technology experience to accomplish the scope of work. Include your firm's approach to data management, protection of Personally Identifiable Information (PII).
- Offeror will explain in detail how they intend to ensure the best customer service possible, including telephonic, print, multi-media, electronic and web-based mediums, and personal interaction. Additionally, the Offeror will address their experience with LMI populations including, but not limited to, non-English speakers, elderly, and illiterate.
- Offeror will explain how they will operate and maintain a public website, providing public transparency on progress and financial expenditures.
- Offeror will explain how they intend to support effective communications with internal and external audiences at all levels of required engagements.
- Offeror will describe their Intake and Eligibility Operations system that will ensure high quality, responsive and timely customer service from application intake through file closeout.
- Offeror will explain their method to document eligibility and no duplication of benefits.
- Offeror will explain their method to provide quality control/checks and balances for eligibility and duplication of benefits.
- Offeror will explain how they will establish a training and testing program to ensure all trainees can demonstrate a sufficient understanding of policies, with proper documentation of completion.
- Offeror must describe their compliance testing and oversight plan to ensure that program policies and procedures are being followed appropriately.

***PART 5: Price Proposal:***

Offeror shall provide a thorough and detailed presentation of all costs to be incurred for all services requested in the solicitation for the project:

- Cost Structures: The Implementation Contractor's costs should include all of its costs associated with Tasks 1-7 and any other costs associated with the implementation of this RFP. Please provide a description of the following:
  - Complete cost breakdowns for Tasks 1-7 and any other associated costs.
  - Detailed hourly rates for all staff categories required to perform the work.
  - Breakdown showing which components will be billed as hourly rates, fixed monthly fees, milestone-based payments, and time and materials.
  - Costs associated with Tasks 1-7 and other costs associated with the implementation of this RFP should result in the total bid amount for this RFP.
- The Offeror proposing the lowest total cost will automatically receive the maximum number of points (15) for this section of the evaluation. All other proposals will be scored according to the following formula: (Lowest Price Proposal/Offeror's Price Proposal) x Maximum points. For example, if the lowest proposed price proposal is \$100,000, that firm will receive the full 15 points. Another Offeror with a price proposal of \$125,000 will receive points as follows:  $\$100,000/\$125,000 = .8 * 15 = 12$  points.
- Cost Control: Highlight how your firm controls cost specific to CDBG-DR, identify any technology, processes, and resources that will maximize efficiency, and highlight any cost savings approaches that maintain quality of deliverables.
- Components of this cost will be paid to the Implementation Contractor on a performance and outcome basis which is included in the Implementation Cost Outcome Measure Payment Schedule.
- The County of Maui will implement a comprehensive hybrid payment structure for this contract to ensure both fiscal accountability and effective program delivery. This approach

combines fixed monthly fees for ongoing program management responsibilities, milestone-based payments tied to specific deliverables, and time and materials billing for variable workload activities (see below).

<b>Contractor Implementation Cost Outcome Measures – Payment Schedule</b>	
Completion of Startup Tasks within 30 days of NTP. (See startup tasks in separate section below).	5.0% of overall contract
<b>Task 1: Planning and Policy Start-Up Support (percentages listed are per Task, not overall contract)</b>	
• Submission of Initial Program Design Drafts	7.5%
• County Approval of Policies and Procedures	10%
• Final Approval of Program Budgets and Timelines	7.5%
• Drafting NOFAs for all Program Components	7.5%
• Establishment ranking criteria for applications	10%
• County Approval of final NOFAs for publication	7.5%
• Retained for implementation support, regular reporting/updates	50%
<b>Task 2: Strategic Communications (percentages listed are per Task, not overall contract)</b>	
• Completion and Approval of Communications Plan	10%
• Creation of Forms for Applicant Use	20%
• Retained for Regular Outreach Activities, recurring reporting/updates	70%
<b>Task 3: Compliance and Monitoring (percentages listed are per Task, not overall contract)</b>	
• Completion of initial DRGR set up	5%
• Upon successful generation of first Quarterly Progress Report	10%
• Upon County-approved draw-down request procedures	5%
• Submission and Delivery of Training Documents/Curriculum	5%
• Successful delivery of initial training session	5%
• Retained for Compliance Support/Monitoring/recurring reporting	70%
<b>Task 4: Environmental Reviews (percentages listed are per Task, not overall contract)</b>	
• Payment per Completed Review based on complexity	
• 5% retained until HUD acceptance of all environmental review records	

<b>Tasks 5&amp;6: Program Implementation (Planning &amp; Public Services) (percentages listed are per Task, not overall contract)</b>	
• Completion of Application Intake System (to include approval of staffing plan and workflow documentation, launch of call center and intake support, successful integration of DCMP data, System of Record implementation)	25%
• Based on Application Processing Milestones - TBD	up to 50%
• Based on Project Completion Metrics	25%
<b>Task 7: Project Lead – Construction Management</b>	
• Submission of Initial RFP Framework and Outline	10%
• Completion of detailed Scope of Work and Technical Specifications	10%
• Upon final County Approval of Complete RFP package ready for publication	20%
• Retained for RFP Process Support, Construction Management Oversight Plan	60%
General Program Assistance: recurring quarterly responsibilities	Paid monthly, based on hourly rates.
Completion All Close Out Activities	10%

**\*Percentages and measures may change as amendments to Action Plan are accepted by HUD.**

**Start-up Tasks (within 30 days of NTP):**

- Contractor establishes a physical presence at OOR's headquarters in Wailuku, Maui.
- Office space secured and established in Wailuku and Lahaina, Maui (if necessary).
- All program policies established and accepted by the County.
- Website established and accepted by the County.
- Strategic Communications Plan completed and accepted by the County.
- Intake Support/Eligibility Operations Plan approved by the County.

**Recurring Quarterly Responsibilities:**

- Review/Update all program policies
- Review of HUD approved Action Plan and its Amendments. Recommends/support additional required substantial or non-substantial amendments
- Review/Update website
- Review/Update strategic Communications Plan
- Review/Update Intake/Support/Eligibility Operations Plan
- Review project timelines
- Review financial projections
- Review HUD requirements
- Ongoing training of staff/new staff as necessary

- Reporting to County agencies as required, including Mayor's Office and County Council

***Parts 6-8 are excluded from the total page count. Any attempt to circumvent the established page limits by inappropriately utilizing these sections may result in disqualification at the discretion of the review committee.***

***PART 6: Personnel (will be considered as part of Part 2: Qualifications above)***

- Provide a detailed description of the firm's **specific** project management team, inclusive of sub- Implementation Contractors anticipated to be utilized, that will be assigned to the County of Maui contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach and include details that demonstrate individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.
- Staff mobilized in Maui for purposes of this RFP MUST dedicate 100% of their time to the implementation and deliverables set forth in this RFP.
- Include a list, table, graph, or other graphic visualization of your firm's proposed personnel allocation across tasks.
- Firm must identify a staff member that will serve as the lead Project Manager that shall be authorized and responsible to act on behalf of the Implementation Contractor with respect to directing, coordinating and administering all aspects of the services to be provided and performed. The County prefers that the Project Manager has at least five (5) years of related, relevant experience.
  - Identify your firm's proposed core, on-site staff assigned to the County's contract. The County prefers that Implementation Contractor staff assigned under this contract at a supervisory level or above have at least three (3) years of experience successfully performing project management services for a range of disaster recovery programs, such as infrastructure, mitigation and general administration of CDBG-DR funds. Further qualifications and experience required of specific staff members are described below under Tasks. Such experience shall be demonstrated by the resumes provided as part of the proposal submittal package under this Part.
  - Provide a brief narrative regarding which staff members will be ready for mobilization upon contract approval.
  - Include a mobilization timeline for any other staff dedicated to the delivery of tasks within this RFP.
- The County seeks a full-service firm with a very high degree of professionalism and prior, demonstrable experience with management, implementation, monitoring/compliance, and reporting required for CDBG-DR funding. To this end, Offerors should meet the following desired qualifications:
  - Experience in and ability to demonstrate a working knowledge of the regulations, statutes, policies, and procedures related to grants funded by HUD Community Development Block Grant Disaster Recovery Programs, including but not limited to application preparation and amendments, record keeping systems, financial management, citizen participation, applicant outreach, procurement, residential anti-displacement, Section 504, fair housing, Equal Employment Opportunity requirements, Section 3, labor compliance (including Davis-Bacon Act), property acquisition, compliance monitoring, and project closeout.

- Prior work history with federal, state, or local government, as evidenced by a complete list of government agencies for which the Implementation Contractor has performed work in the last five (5) years as the primary contractor.
- Provide a statement acknowledging your firm's understanding that the project management team/key team members assigned to the County of Maui contract, as described above, shall not be substituted without the expressed permission of the County.
- Provide resumes, licensure, and certifications of proposed **specific** project management team, inclusive of sub-Implementation Contractors anticipated to be utilized, to be assigned to the County of Maui contract.
 

*\*Resumes are not included within page restrictions, but should be limited to one (1) page per person.\**

*\*Firms are encouraged to submit valid copies of DBE or similar certifications for adequate committee consideration.\**

***PART 7: Offeror must provide a detailed timeline for the contract. The timeline should include required tasks and durations for implementation, fulfillment, and close-out of all contract requirements.***

***PART 8: Required Forms/Attachments. Additional documentation and/or forms may be requested should Offeror advance in the selection process or pending additional requirements from the county, state, or federal government.***

- Attachment A: References
- Attachment B: Anti-Lobbying Certification
- Attachment C: Service Provider Security Assessment Questionnaire

End of Submittal Requirements/Evaluation Section

## **Attachment A**

### **References**

In the space below, please provide contact information for ALL references for which you provided disaster recovery services of a similar scope in the last five (5) years. Use additional sheets as required.

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Reference 1:

*Summary of services provided, including Name of Contract and Contract Amount:*

*Link to applicable website(s):*

Name of Organization:

Point of Contact:

Telephone:

Email:

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Reference 2:

*Summary of services provided, including Name of Contract and Contract Amount:*

*Link to applicable website(s):*

Name of Organization:

Point of Contact:

Telephone:

Email:

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Reference 3:

*Summary of services provided, including Name of Contract and Contract Amount:*

*Link to applicable website(s):*

Name of Organization:

Point of Contact:

Telephone:

Email:

**Attachment B**  
**Anti-Lobbying Certification**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

By \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print Name)

**Attachment C**  
**SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE**

Attach additional pages or documents as appropriate and make sure answers cross reference to the questions below.

1. Describe your policies and procedures that ensure access to government information is limited to only those of your employees and contractors who require access to perform your proposed services.
2. Describe your disaster recovery and business continuity plans.
3. What safeguards and practices do you have in place to vet your employees and contractors who will have access to government information?
4. Describe and explain your security policies and procedures as they relate to your use of your contractors and next-tier sub-contractors.
5. List any reports or certifications that you have from properly accredited third-parties that demonstrate that adequate security controls and assurance requirements are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used to process, store, transmit, and access all government information. (For example, an ISO/IEC 27001 compliance certificate, an AICPA SOC 2 (Type 2) report, or perhaps an AICPA SOC 3 report (i.e., a SysTrust or WebTrust seal)). For each certification, describe the scope of the assessment performed. Will these reports / certifications remain in place for the duration of the contract? Will you provide the County with most recent and future versions of the applicable compliance certificate / audit report?
6. Describe the policies, procedures and practices you have in place to provide for the physical security of your data centers and other sites where government information will be hosted, accessed or maintained.
7. Will government information provided to the Contractor be deleted or destroyed? When will this occur?
8. Describe your incident response policies and practices.
9. What controls are in place to detect security breaches? What system and network activity do you log? How long do you maintain these audit logs?
10. How will government information be managed after contract termination? Will government information provided to the Contractor be deleted or destroyed? When will this occur?
11. Describe your incident response policies and practices. Identify any third party which will host or have access to government information.
12. Identify any third party which will host or have access to government information.

Offeror's response to this questionnaire includes any other information submitted with its offer regarding information or data security.

Part V – Appendix  
County Website References

*County of Maui Web Site:* <https://mauicounty.gov/>

*County of Maui – Maui Recovers Web Site:* <https://www.mauirecovers.org/>

*Maui Recovers CDBG-DR Web Site (Draft Action Plan found here):* <https://www.mauirecovers.org/cdbgdr>

*Lahaina Long Term Recovery Plan:* <https://www.mauirecovers.org/lahaina>

*Maui County Code Title 19, Article III. – Maui County Historic Districts:*

[https://library.municode.com/hi/county\\_of\\_maui/codes/code\\_of\\_ordinances?nodeId=TIT19ZO\\_ARTIIIMACO\\_HIDI](https://library.municode.com/hi/county_of_maui/codes/code_of_ordinances?nodeId=TIT19ZO_ARTIIIMACO_HIDI)

**(Referenced in Alphabetic Order)**

• **Architectural Style Book for Lahaina (1969):** A review of the three historic architectural styles of Lahaina:

<https://www.mauicounty.gov/DocumentCenter/View/10971/ArchitecturalStyleBookforLahaina?bidId=>

• **County of Maui Affordable Housing Implementation Plan Final Report**

**(2018).** An inventory of government owned parcels on Maui that identified and scored parcels suitable for affordable housing development, namely multi-family affordable housing development:

<http://mauicounty.us/wpcontent/uploads/2018/02/Maui-Affordable-Housing-Implementation-Plan-FINAL.pdf>

• **County of Maui Affordable Housing Policy Matrix – Version 8 (2018).** A matrix summarizing the issues and opportunities that relate to the delivery of affordable housing on Maui:

<http://mauicounty.us/wpcontent/uploads/2018/02/Policy-Matrix-Final.pdf>

• **County of Maui Affordable Housing Policy Plan (2018):** The purpose of this study was to review and provide recommendations to change policy to drive an increase in affordable housing in Maui County:

<http://mauicounty.us/wpcontent/uploads/2018/02/Maui-AH-Policy-Report-FINAL.pdf>

• **County of Maui Comprehensive Affordable Housing Plan (2021).** The goal of the latest affordable housing plan is to provide a roadmap to deliver 5,000 affordable homes for local residents below 120% AMI over the next five years: <http://mauicounty.us/wp-content/uploads/2021/10/Maui-County-Comprehensive-Affordable-Housing-Plan.pdf>

• **County of Maui Comprehensive Economic Development Strategy (2016).**

Conducted every 5 years or so the purpose of the Comprehensive Economic Development Strategy (CEDs) is to create locally-based strategy for economic development and create an environment for economic prosperity and resilience: [www.mauicounty.gov/DocumentCenter/View/106485/OED-CEDSReport?bidId=](http://www.mauicounty.gov/DocumentCenter/View/106485/OED-CEDSReport?bidId=)

• **County of Maui – Countywide Policy Plan:** <https://mauicounty.gov/420/Countywide-Policy-Plan>

• **County of Maui Cultural Resources Commission Lahaina Historic Districts**

**Sign Design Guidelines (2015):** Guidelines for Historic District sign permits:

<https://www.mauicounty.gov/DocumentCenter/View/96637/Lahaina-Historic-Districts-Design-Guidelines---Sign-Guidelines?bidId=>

- **County of Maui – Maui Island Plan:** <https://mauicounty.gov/1120/Maui-Island-Plan-Overview>
- **County of Maui – West Maui Community Plan (2022):** <https://mauicounty.gov/2476/West-Maui-Community-Plan-Update-2022>
- **Hawai‘i Housing Planning Study (2019):** This study is a comprehensive assessment of the housing market in Hawai‘i: [https://dbedt.hawaii.gov/hhfdc/files/2020/01/FINAL-State\\_Hawaii-Housing-Planning-Study.pdf](https://dbedt.hawaii.gov/hhfdc/files/2020/01/FINAL-State_Hawaii-Housing-Planning-Study.pdf)
- **Hawai‘i Sea Level Rise Vulnerability and Adaptation Report (2017):** This report is the first state-wide assessment of Hawai‘i’s vulnerability to sea level rise and recommendations to reduce the state’s exposure and sensitivity: [https://climateadaptation.hawaii.gov/wp-content/uploads/2017/12/SLRReport\\_Dec2017.pdf](https://climateadaptation.hawaii.gov/wp-content/uploads/2017/12/SLRReport_Dec2017.pdf)
- **Hazard Mitigation Update – County of Maui, Hawaii (August 2020):** This federally mandated plan meets the requirements of the Disaster Mitigation Act 2000. The Plan was created to identify and mitigate the negative impacts caused by natural hazards such as floods, hurricanes, wildfires, and sea level rise: <https://www.mauicounty.gov/DocumentCenter/View/125977/2020-Maui-County-Hazard-Mitigation-Plan-Final>
- **Hele Mai Maui (2019):** The long-range transportation plan for Maui identifies island-wide projects that will improve the mobility of the island’s visitors and residents: [https://issuu.com/mauimpo/docs/hele\\_mai\\_maui\\_final\\_plan\\_2019\\_final\\_for\\_print?fr=sOTg0YTUyMTAyOQ](https://issuu.com/mauimpo/docs/hele_mai_maui_final_plan_2019_final_for_print?fr=sOTg0YTUyMTAyOQ)
- **Maui Housing Studies Link to Maui County Council Affordable Housing Reports:** <http://mauicounty.us/affordablehousinganalysis/>
- **Maui Planting Plan – Third Edition (2016):** This study provides information on the planting, replanting, care, pruning, preservation, and disposition of Exceptional Trees, trees in general, and other landscape plants in Maui County parks and public rights-of-way: [https://www.mauicounty.gov/DocumentCenter/View/11115/MAUI-COUNTYPLANTING-PLAN-WHOLE-3rd-Revision?bidId=#:~:text=The%20Maui%20County%20Planting%20Plan%20\(MCPP\)%20was%20prepared%20by%20the,landscape%20professionals%2C%20and%20the%20public](https://www.mauicounty.gov/DocumentCenter/View/11115/MAUI-COUNTYPLANTING-PLAN-WHOLE-3rd-Revision?bidId=#:~:text=The%20Maui%20County%20Planting%20Plan%20(MCPP)%20was%20prepared%20by%20the,landscape%20professionals%2C%20and%20the%20public)
- **Maui Short Range Transit Plan (2016):** This transit plan assesses the current transit system and guides transit planning through 2022: <http://mauicounty.us/wp-content/uploads/2017/09/Maui-Short-Range-Transit-Plan.pdf>
- **Maui Vision Zero (2021) :** An action plan focused on collaboration across Maui to foster a stronger culture of safety on the island that guides transportation policy, planning, projects, programs as well as how Maui residents and visitors use the roads. Action Plan found here: [https://issuu.com/mauimpo/docs/maui\\_vision\\_zero\\_action\\_plan\\_final?fr=sOWI5YjMwNzgwNTg](https://issuu.com/mauimpo/docs/maui_vision_zero_action_plan_final?fr=sOWI5YjMwNzgwNTg)
- **West Maui Community Corridor Transit-Oriented Development (TOD) Action Plan:** A plan to help advance strategies for a more walkable, bikeable, transit-oriented community in West Maui: <https://www.westmauicommunitycorridor.org/>
- **Maui County Climate Action & Resiliency Plan 2022 Status Report:** A plan to protect Maui from the impacts of climate change and increase resiliency: <https://www.resilientmauinui.org/pages/climate-action-resiliency-plan>

## **ADDENDUM #1**

### **DELIVERY OF DISASTER RECOVERY OPERATIONS IMPLEMENTATION CONTRACTOR FOR COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)**

#### **RFP 24-25/P-138**

##### **NOTICE TO ALL PROSPECTIVE BIDDERS**

This addendum is hereby made a part of the Contract Documents for RFP 24-25/P-138:

##### **ITEM NO. 1 – Bid Opening Date**

The bid opening date has been revised to April 3, 2025 at 4:00 PM.

## RECEIPT

Receipt is acknowledged for Addendum No. 1 of the solicitation RFP 24-25/P-138.

Please acknowledge receipt of this addendum by either emailing this receipt page to [kris.arisumi@co.maui.hi.us](mailto:kris.arisumi@co.maui.hi.us) or by submitting it with your bid proposal.

Received by:

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SIGNATURE

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NAME OF FIRM

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ADDRESS OF FIRM

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DATE RECEIVED

## **ADDENDUM #2**

### **DELIVERY OF DISASTER RECOVERY OPERATIONS IMPLEMENTATION CONTRACTOR FOR COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)**

#### **RFP 24-25/P-138**

##### **NOTICE TO ALL PROSPECTIVE BIDDERS**

This addendum is hereby made a part of the Contract Documents for RFP 24-25/P-138:

##### **ITEM NO. 1 – Bid Opening Date**

The deadline for questions has been revised to March 21, 2025.

## RECEIPT

Receipt is acknowledged for Addendum No. 2 of the solicitation RFP 24-25/P-138.

Please acknowledge receipt of this addendum by either emailing this receipt page to [kris.arisumi@co.maui.hi.us](mailto:kris.arisumi@co.maui.hi.us) or by submitting it with your bid proposal.

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## Addendum #3

### RFP 24-25/P-138 – Delivery of Disaster Recovery Operations Implementation Contractor for Community Development Block Grant – Disaster Recovery (CDBG-DR)

#### Questions from Vendors & Answers from the County of Maui

#### **NOTICE TO ALL PROSPECTIVE BIDDERS**

This addendum is hereby made part of the Contract Documents for RFP 24-25/P-138.

Please be advised of the following:

- If your question does not appear here, it is still under review and will be answered shortly.
- Questions may also be asked through the Public Purchase Website.
- It is your responsibility to check the Public Purchase website for updates/addenda.
- The final deadline for questions is **Friday, March 21, 2025**.
- The final deadline for proposals is **4 pm Hawaii Standard Time, Thursday, April 3, 2025**.

**1. Will the Vendor awarded work under this RFP provide full implementation and management services for the Single Family Reconstruction Program? If not, what specific services will the selected Vendor perform?**

No. The Vendor will assist the County in selecting and managing its Construction Management vendor (not the subject of this RFP), who will manage implementation of its construction programs. Vendor will assist the County in designing these programs, which will include development of policies, procedures, and Notices of Funding Ability (NOFAs) for the County's activities under CDBG-DR. Other activities may include consultation, staff training, and reporting to County agencies as needed.

**2. Will the Vendor awarded work under this RFP provide full implementation and management services for the Multifamily Rental Housing Program? If not, what specific services will the selected Vendor perform?**

No. The Vendor will assist the County in selecting and managing its Construction Management vendor (not the subject of this RFP), who will manage implementation of its construction programs. Vendor will assist the County in designing these programs, which will include development of policies, procedures, and Notices of Funding Ability (NOFAs) for the County's activities under CDBG-DR. Other activities may include consultation, staff training, and reporting to County agencies as needed.

**3. Will the Vendor awarded work under this RFP provide full implementation and Management services for the New Housing Opportunities for Disaster Impacted Renters Program? If not, what specific services will the selected Vendor perform?**

No. The Vendor will assist the County in selecting and managing its Construction Management

vendor (not the subject of this RFP), who will manage implementation of its construction programs. Vendor will assist the County in designing these programs, which will include development of policies, procedures, and Notices of Funding Ability (NOFAs) for the County's activities under CDBG-DR. Other activities may include consultation, staff training, and reporting to County agencies as needed.

**4. Will the Vendor awarded work under this RFP provide full implementation and management services for Infrastructure Programs? If not, what specific services will the selected Vendor perform?**

Yes.

**5. Will the Vendor awarded work under this RFP provide full implementation and management services for Public Services Programs? If not, what specific services will the selected Vendor perform?**

Yes.

**6. Will the Vendor awarded work under this RFP provide full implementation and management services for Mitigation Set-Aside Programs? If not, what specific services will the selected Vendor perform?**

Yes.

**7. Which Housing Programs and services are included in the separate, future RFP for the “County’s forthcoming large and complex housing recovery program” mentioned in Part I, Section 1.1?**

Currently, the housing programs to be included are those listed in the County’s Draft Action Plan, subject to community feedback and HUD approval.

**8. Will the Vendor awarded work under this RFP provide construction management and oversight services for builders? Is the separate RFP for builders, only?**

No, the Vendor awarded work under this RFP will assist in the development and management of the County’s Construction Management Vendor, who will then select and manage builders under the future Construction Management Vendor contract. The separate, future RFP will be for Construction Managers and builders.

**9. Are 11x17 pages allowed in order to better graphically represent pricing? If so, do they count as 1 or 2 pages?**

Yes, if the content on the 11x17 pages is better represented graphically (i.e. not fully text-based), timelines, flowcharts, organization charts, etc., the 11x17 sheet will be counted as one page. The County ultimately reserves the right to determine what is reasonable.

**10. On page 33 of the RFP, it says “PART 3: Company Relevant Experience & References - Demonstrate your firm’s experience”. Could you please confirm that “firm” is referring to the team as a whole (prime and subconsultants)?**

Confirmed.

**11. On page 33 of the RFP in the paragraph regarding Part 3 the RFP states “providing the details of a maximum of three (3) projects”. As HUD often thinks of projects as full allocation related to a specific disaster, could the response include all of the firm’s assignments related to a specific allocation for a specific disaster? Is the County looking for three specific projects or team experience related to three HUD CDBG funded disaster recovery allocations? For example, can a project be defined as any efforts related to a single CDBG allocation?**

Yes, the project is defined as any efforts related to a single CDBG allocation. Please indicate whether your firm was a primary or subcontractor.

**12. Please confirm that the key personnel are (1) Implementation Lead, (2) Program Manager, (3) System of Record Administrator, and (4) HUD/CDBG-DR Subject Matter Expert.**

Confirmed.

**13. On page 33 the RFP states: “*(Resumes of key personnel should be included as part of the requirements in Part 6, Personnel).*” However, on page 38 the RFP states: “*Provide resumes, licensure, and certifications of proposed specific project management team, inclusive of sub-Implementation Contractors anticipated*” - our interpretation is that these are two distinct groups and that project management team is not interchangeable with key personnel and that the County is requesting resumes for each of the individuals in both groups. Please confirm.**

Confirmed.

**14. Could you please define the roles for each of the roles as identified in 4.3.1:**

- **4.3.1.1 Implementation Lead**
- **4.3.1.2 Program Manager**
- **4.3.1.3 System of Record Administrator**
- **4.3.1.4 HUD/CDBG-DR Subject Matter Expert**
- The Implementation Lead serves as the primary point of contact between the County and the Implementation Vendor and will oversee the entire CDBG-DR implementation process, ensuring all program components are executed according to HUD requirements and the County’s action plan. Responsibilities may include managing the overall implementation strategy and timeline; coordinating implementation vendor staff and activities; ensuring compliance with federal, state, and local regulations; resolving escalated issues and making critical decisions; reporting implementation progress to the County’s leadership team.
- The Program Manager focuses on the day-to-day execution of specific CDBG-DR programs. Responsibilities may include developing and maintaining program policies and procedures, managing program budgets and expenditures, overseeing application intake, eligibility determination, and award processes; tracking metrics and outcomes;

pro-actively identifying and addressing bottlenecks; and supervising program staff and coordinating with other departments and agencies.

- The System of Record Administrator manages the database system that serves as the official repository for all CDBG-DR program data. Responsibilities may include configuring and maintaining the grants management system; creating and managing user accounts and permissions; designing workflows that align with program requirements; developing reports for monitoring and compliance; ensuring data quality, security, and integrity; ensuring PII is stored securely; supporting data migration and system updates; staff training; and troubleshooting any issues.
- The HUD/CDBG-DR Subject Matter Expert (SME) provides specialized knowledge of CDBG-DR regulations, requirements, and best practices. Responsibilities may include interpreting complex federal regulations and HUD guidance; advising on program design to ensure compliance with CDBG-DR requirements; providing technical assistance on cross-cutting federal requirements; supporting monitoring visits and audit responses; developing and delivering training to County staff on CDBG-DR topics; staying current on evolving HUD policies and sharing updates with the team; identifying strategies to optimize program implementation while maintaining compliance.

**15. Can the Wailuku office be located in nearby adjacent areas given the limited commercial space availability in Wailuku?**

Yes. The Wailuku office can also be located in Kahului. However, Wailuku is strongly preferred.

**16. Could you please confirm the program categories? For example, in the RFP Task 1, page 18 lists the programs as: "housing, infrastructure, public facilities, public services, administration and planning"; however, Action Plan programs: Administration, Housing, Mitigation, Infrastructure, Public Services.**

Program categories are per the Draft Action plan, subject to HUD approval.

**17. Can the County please define the “Implementation Lead” as listed in Section 4.3.1.1? How is this role different than the Program Manager also listed in this Section.**

[SEE QUESTION #14]

**18. Does the County anticipate that the Implementation Vendor will perform construction progress inspection as part of the Construction Management function?**

No.

**19. Can the County provide a list of the anticipated subrecipients or examples of who may be subrecipients.**

No.

**20. Does the County anticipate this being a Time-and-Materials contract, lump sum, or a combination?**

A combination of both.

**21. Can the County clarify this sentence: “The implementation Contractor may also be asked to support the County and/or the County’s Implementation Contractor in programming and policy development related to multi-family and single-family housing development, reconstruction, and buyouts.” Is there a secondary implementation contractor that will be procured.**

Yes, a Construction Management Implementation Contractor will be procured in a separate RFP. The Implementation Contractor of this RFP will provide oversight and management of the Construction Management Implementation Contractor. (See Task 7, p.29). Policies and procedures for the vendor in the forthcoming RFP, however, will be developed as part of this Implementation Contractor RFP.

**22. For consistency across respondents, can the county provide a pricing template so that respondents can respond uniformly?**

Yes, forthcoming in future addendum.

**23. This section outlines the requirements for external communications, including maintaining a website for public information. Can the County confirm who owns the current website distributing information for CDBG-DR assistance (<https://www.mauirecovers.org/cdbgdr>)? Is the intention to create a new separate website?**

The County owns the current website (Maui Recovers, <https://www.mauirecovers.org/cdbgdr>). CDBG-DR will have its own standalone site. Both Maui Recovers and the new CDBG-DR standalone site will run concurrently.

**24. “As outlined in the following Request for Proposals (“RFP”), the Implementation Contractor is responsible to the County OOR for the execution of the following activities: program management, staff augmentation and training, grant compliance and monitoring activities through its System of Record, environmental reviews, project implementation, administrative coordination and support, project management of the County’s forthcoming large and complex housing recovery program (via separate future RFP) as well as necessary future transition work related to project or end-of-contract closeouts.” Is the future RFP referenced here also the one mentioned in 4.10.1.20, related to builder procurement?**

Yes.

**25. Would a prime vendor for this procurement or a subconsultant on the prime’s team be permitted to respond to the Construction Management RFP planned for later this year?**

No, prime vendors and its subcontractors/subconsultants will not be permitted to respond to the Construction Management RFP per HRS §103D-101 and HAR 3-122-13(e).

**26. Would the County accept 11x17 pages for certain pages to accommodate graphics or tables such as the required timeline.**

Yes, if the content on the 11x17 pages is better represented graphically (i.e. not fully text-based), timelines, flowcharts, organization charts, etc., the 11x17 sheet will be counted as one page. The County ultimately reserves the right to determine what is reasonable.

## RECEIPT

Receipt is acknowledged for Addendum No. 3 of the solicitation RFP 24-25/P-138.

Please acknowledge receipt of this addendum by either emailing this receipt page to [kris.arisumi@co.maui.hi.us](mailto:kris.arisumi@co.maui.hi.us) or by submitting it with your bid proposal.

Received by:

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SIGNATURE

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NAME OF FIRM

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ADDRESS OF FIRM

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DATE RECEIVED

## **Addendum #4**

### **RFP 24-25/P-138 – Delivery of Disaster Recovery Operations Implementation Contractor for Community Development Block Grant – Disaster Recovery (CDBG-DR)**

#### **Questions from Vendors & Answers from the County of Maui**

#### **NOTICE TO ALL PROSPECTIVE BIDDERS:**

This addendum is hereby made part of the Contract Documents for RFP 24-25/P-138.

- 1. Please confirm the awarded vendor for this RFP will provide full construction management and oversight of builders procured through the separate RFP mentioned in Part III, Section 4.10.1.20.**

The awarded vendor for this RFP will assist the County staff in administrating the Construction Management Vendor contract, procured through the separate RFP.

- 2. Please clarify the case management expectations in Task 5 - 4.10.1.8 and 4.10.1.9 as the County has indicated that housing will be its own later RFP.**

The Implementation Contractor will assist with application intake, documentation management, eligibility determination, applicant communication, and staff training. It will coordinate with FEMA, the State, and their contract service providers (if applicable) to incorporate best practices for case management and facilitate transition to the building phase.

- 3. How will the County determine if the establishment of the offices in Wailuku and Lahaina, Maui (page 36 of RFP) are necessary? Or should our pricing assume that the offices are necessary at start-up? Additionally, the RFP indicates the potential to co-locate in the existing County facilities. What is the anticipated capacity in those existing facilities.**

Assume that a Wailuku office is necessary at startup. For purposes of this RFP, assume that only the Implementation Lead, Program Manager(s), System of Record Administrator, and Subject Matter Expert will co-locate in existing County facilities.

- 4. Can the County please define the programs that would be included under Task 5 & 6? Is Task 6, solely addressing Public Services from the Action Plan? And Task 5, for infrastructure and housing programs?**

Tasks 5 and 6 work in conjunction with Task 1. Task 1 requests assistance in program design and policy/procedure creation. Tasks 5 & 6 requests assistance in implementation of those programs created under Task 1. Task 5 implements Housing with respect to intake and eligibility, Infrastructure, and Hazard Mitigation Programs. Task 6 implements Public Services.

- 5. Submission Package Contents, Part 3 requests a “maximum of three (3) projects similar in scope in size. Attachment A, References, requests contact information for ALL references of**

**similar scope in the last 5 years.” Please clarify if Attachment A should include a maximum of 3 projects, or if vendors are permitted to add more than 3 projects.**

Vendors are permitted to add more than 3 projects/points of contact as references for Attachment A, provided these references are for projects in which your firm has provided disaster recovery services of a similar scope.

- 6. Attachment A requests a list of ALL work of similar scope in the last 5 years. Given that this comprehensive listing could include dozens of clients, would the County consider allowing this list to be limited to the most relevant/similar work?**

Yes, most relevant/similar is acceptable.

- 7. Could the County clarify how the retainage is released for each of the tasks?**

Each task contains a certain amount retained (e.g. Task 1, 50%) for regular activities such as support, reporting, and training, etc. that is a percentage of the total task amount. A percentage of retainage will be released upon successful documented completion of that activity, subject to County approval. Exact terms, e.g. how many meetings/trainings and their frequency, will be determined prior to the finalization of each task order.

- 8. Is the Implementation Contractor or the Construction Management Contractor responsible for overseeing the planning, design, and permitting phases of the development/improvement projects?**

The Construction Management Contractor is responsible.

- 9. Please confirm, will contact information for impacted Lahaina homeowners be provided by the CoM, or will the Implementation Contractor be tasked with creating the master list of potentially eligible applicants?**

As the County of Maui receives available data, the Implementation Contractor will receive information as needed.

- 10. Section 3.18 notes, "Implementation Contractor will reimburse the county for any funds that HUD deems as having been spent for ineligible activities." Is this policy a requirement of the grant conditions, or will this policy be negotiable post-selection?**

This policy is not negotiable post-selection. The Implementation Contractor will not be responsible for reimbursing the County for any funds HUD deems as spent for ineligible activity delivery costs if such costs relate to the County’s own employees’ activities.

- 11. Section 4.4.4 notes that, "the Implementation Contractor is required to establish and maintain a physical office presence in two (2) locations, Lahaina and Wailuku, for the purposes of intake support and eligibility operations." Section 4.4.5 goes on to explain that the "Implementation Contractor will maintain space in County OOR’s existing Lahaina office..." Is the IC thus expected to both establish a new physical office space in Lahaina and maintain space in the County's Lahaina OOR office, or if space is available in the**

**Lahaina OOR office can the intake support and eligibility functions be established in the Lahaina OOR office?**

Assume that only a Wailuku office is necessary at startup. The Lahaina OOR is currently available for intake support and eligibility functions.

**12. Does the County consider funding individual homeowners as beneficiaries? Or subrecipients? Will the County be intending to pursue monitoring of the individual homeowners in accordance with CFR 200?**

No, the County will not fund individual homeowners. The County will monitor individual homeowners in accordance with federal requirements.

**13. Does the County already have a grant beneficiary monitoring protocol in place? If so, could you please share it?**

Currently under development.

**14. Will the County consider an extension for the proposal submission deadline?**

Please check Public Purchase regularly for any updates to the timeline.

**15. The RFP indicates in Task 3 that the Implementation Contractor will develop "best practices and process flow charts for reimbursement pack review..." Can the County confirm that the Implementation Contractor will only be responsible for developing and managing the reimbursement review process and the County will be performing the reimbursement reviews? (RFP Section Part III, 4.10.1.3.3 (p 21)**

Confirmed. The County will be performing the reimbursement reviews.

**16. RFP Section Part III, 4.10.1.15.11 (p 27): "support staff shall complete a cultural competency training..." - Will this be provided by the county or does the vendor need to provide the training?**

County will provide cultural competency training as needed.

**17. RFP Section Part IV, PART 3: Company Relevant Experience & References (p 33): Should the references in Attachment A match the three projects presented in PART 3.0? Should there only be three projects listed in both sections?**

Yes, it should. Attachment A request references for which you provided disaster recovery services of a similar scope in the last five (5) years, which may include more than three references.

**18. RFP Section Part IV, PART 3: Company Relevant Experience & References (p 33): For the references and previous work, can we refer other ARPA/FEMA grant admin qualifications?**

Offeror MUST refer only to work related to CDBG-DR recovery programs.

**19. RFP Section Part IV, PART 4: Plan of Approach (pp 33-34): Part 4 appear to be less technical in nature, can you confirm that the technical approach should be documented in this section as well?**

Please answer this part with the specificity necessary for the County to make a well-rounded evaluation of your firm's proposal. Please note that Attachment C requests information as it relates to data management.

**20. RFP Section Part IV, Part 5: Price Proposal (p 34): Please confirm if cost proposals should be reflective of costs for the full program (i.e., the whole CDBG-DR allocation) or for the 3-year period of performance.**

Costs should be for the three-year period of performance and should also include costs for yearly extensions for Years 4-6.

**21. RFP Section Part IV, PART 6: Personnel (p 37): *"The County prefers that the Project Manager has at least five (5) years of related, relevant experience."* Does this experience need to be CDBG- DR experience or can it be any Federal Grants Management experience?**

The experience must be CDBG-DR experience specifically.

**22. RFP Section Part IV, PART 6: Personnel (p 38): *"Provide resumes, licensure, and certifications of proposed specific project management team, inclusive of sub-Implementation Contractors anticipated to be utilized, to be assigned to the County of Maui contract."* Please confirm if we need to provide copies of the licenses, or just list them on resumes.**

Licenses should be listed on resumes for purposes of this RFP, but copies may be requested in the future.

**23. SOW Paragraph 4.10.1.2.8. and 4.10.1.2.9. Not defined. For how many languages does the County anticipate? This is particularly important relative to the costs of providing translation staff at offices. Please confirm that we'll need to provide translation in Spanish, Ilocano, and Tagalog. Will we also need to provide translation for native Hawaiian?**

Translation will be needed in American Sign Language (ASL), Spanish, Ilocano, and Tagalog.

**24. SOW Paragraph 4.10.1.2.10. Could you please provide the ACS data table name used to determine the language access for community engagement meetings? What is the threshold to trigger interpretation/translation?**

Thresholds are determined by the March 2016 DBEDT Study, p.14:

[https://files.hawaii.gov/dbedt/census/acs/Report/Detailed\\_Language\\_March2016.pdf](https://files.hawaii.gov/dbedt/census/acs/Report/Detailed_Language_March2016.pdf)

Languages with over 1,000 speakers will trigger the need for interpretation.

**25. SOW Paragraph 4.10.1.4.2. Please confirm the County will be the “Responsible Entity” for the Environmental Review process through HEROS.**

Yes.

**26. SOW Paragraph 4.10.1.4.3. Will the County be able to provide the environmental testing and mitigation reports related to the Army Corps’ debris removal program?**

County will make data available to Implementation Contractor upon receipt.

**27. SOW Paragraph 4.10.1.4.4. States the Implementation Contractor will be responsible for “reviewing and updating an area-wide Tier 1 – Broad Level environmental review in compliance with 24 CFR Part 58.” Has a Tier 1 effort already been undertaken and is it available for “review and update?”**

No, a Tier 1 review has not been completed.

**28. SOW Paragraph 4.10.1.4.5, last bullet. States the Implementation Contractor must provide training for County staff and sub-recipients on the requirements of 24 CFR Part 58. Is it reasonable to assume no more than 2 trainings per year? Can this be an online training? Or could this training be priced as optional or variable since it is noted to be “as-needed”?**

Yes to all questions above.

**29. Would the county accept a link to the vendor's Cybersecurity profile in lieu of Attachment C? This link includes pre-completed security questionnaires aligned with ISO 27001, NIST 800-53 and SIG Lite, covering 200+ questions across multiple security domains. It also includes supporting documentation, including our Information Security Policy, Information Security Program, Client Communications document, and Cyber Essentials Certificate.**

A link to the vendor's cybersecurity profile is acceptable IN ADDITION to Attachment C. Please ensure that all questions on Attachment C are answered.

**30. Will the selected vendor be required to perform damage assessments either as part of the housing programs and/or as part of the infrastructure programs?**

No.

**31. Would a subconsultant on the Prime's team that did not participate (develop or prepare work products or specifications) in any part of Task 7: Project Lead - Construction Management and is fully compliant with HRS §103D-101 and HAR 3-122-13(e) be able to respond to the future Construction Management RFP?**

No. The subconsultant would not be able to respond to the Construction Management RFP.

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## Addendum #5

### RFP 24-25/P-138 – Delivery of Disaster Recovery Operations Implementation Contractor for Community Development Block Grant – Disaster Recovery (CDBG-DR)

#### Pricing Sheet

##### NOTICE TO ALL PROSPECTIVE BIDDERS:

This addendum is hereby made part of the Contract Documents for RFP 24-25/P-138.

Please include the document “Pricing Sheet” as part of your proposal submissions. Further instructions can be found on the document itself. The pricing sheet will not be counted as part of the proposal’s page limit.

#### RECEIPT

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## Addendum #6

### **RFP 24-25/P-138 – Delivery of Disaster Recovery Operations Implementation Contractor for Community Development Block Grant – Disaster Recovery (CDBG-DR)**

#### **NOTICE TO ALL PROSPECTIVE BIDDERS:**

- This addendum is hereby made part of the Contract Documents for RFP 24-25/P-138.  
Changes are underlined.
- Please be reminded:

The tasks included in the posted RFP may involve activities or details that the County may be required to implement prior to securing a contract with the implementation vendor. These activities could include preparatory work, initial assessments; policy development; development of a public-facing website specifically for CDBG-DR for program transparency, updates, communications, etc; or other requirements necessary to move the program forward. These early-stage tasks are essential to ensure that the program can be launched and managed effectively once the implementation vendor is on board.

Additionally, the County may, at any time, need to modify the requirements and/or implement certain tasks based on the current Action Plan activities or as directed by HUD. These modifications may impact the scope, tasks, timelines, or funding allocations. By submitting a proposal, bidders acknowledge the possibility of such changes and understand that they may be required to adapt and implement additional tasks or requirements as stipulated by the County or HUD.

Bidders should factor in flexibility and the potential for scope adjustments in their proposals, ensuring that they can effectively respond to any changes or new directives that may arise from now until a contract for an implementation vendor is executed.

- Questions asked on Public Purchase will no longer be included in forthcoming addenda and will be answered only on the Website. Please check Public Purchase periodically for any new questions/responses.

#### **Item No. 1 – Extension of Deadlines for Questions and RFP Proposal Submission**

The deadline for questions has been extended to 4 pm HST, Wednesday, March 26, 2025.

The deadline for RFP proposal submission has been extended to 4 pm HST, Monday, April 7, 2025.

All

#### **Item No. 2 – Update to Task 7:**

Task 7 – Project Lead – Construction Management Coordination

## Item No. 3 – Questions from Vendors & Answers from the County of Maui

1. **RFP Part IV, 1.1 (p 31): Are there any limitations on the file size of the email attachments (for email submissions) or submission in the Public Purchase website?**

Only submissions through Public Purchase will be accepted. There is not a limit on the file size of a submission to Public Purchase.

2. **RFP Attachment C (pp 41-42): May we recreate the Attachment C Service Provider Security Assessment Questionnaire format in our Word document to allow for appropriate response length?**

Yes, so long as the Questions on Attachment C are answered.

3. **RFP PART IV, Part 5: Price Proposal (p 36): Start-up Tasks - please clarify the start-up tasks and how the County anticipates those tasks align to the Payment Schedule.**

**Completion of Startup Tasks includes tasks such as *"All program policies established and accepted by the County."* and County Approval of Policies and Procedures is also a task included in the payment schedule for Task 1.**

Please see Addendum 5, Pricing Sheet.

4. **RFP Part III, 4.10.1.2.2 (pp 19 & 36): Please confirm if the County expects the website to be established within 60 days (as stated in 4.10.1.2, page 19) or within 30 days of NTP (as stated in Start-Up Tasks on page 36).**

Within 30 days.

5. **RFP Part IV, 4.10.1.8 and 4.10.1.14 (pp 23 & 26): The Action Plan indicates \$350,000,000 in infrastructure allocation. Where in the approach should this be addressed as the RFP does not mention Infrastructure Programs under Task 5 or Task 6?**

The Infrastructure programs should be addressed in Task 1, Planning and Policy Support, and in Task 5, Program Implementation and Management.

6. **The County outlines the requirements of the consultant to include: background screening, uniforms, PPE, office security, call center (such as software licensing), office space (and associated costs like furnishing, equipment, security, etc.), and travel approved by the County (e.g. to D.C., Honolulu, Molokai, etc.). Our experience is that HUD prefers to see these types of items as reimbursable costs, as well as costs like shipping to site. Is it safe for us to assume that these costs, and other costs such as shipping to site, would be reimbursable?**

Yes. However, please indicate an estimated budgeted amount for such costs in your proposal.

7. **Could the County please provide data from any other agencies that may have conducted environmental review for prior activities like debris removal?**

Yes, once data has been provided to the County.

8. **Are the "Implementation Lead" and "lead Project Manager" the same role?**

Implementation Lead serves as the primary point of contact between the County and the Implementation Vendor and will oversee the entire CDBG-DR implementation process, ensuring all program components are executed according to HUD requirements and the County's action plan. Responsibilities may include managing the overall implementation strategy and timeline; coordinating implementation vendor staff and activities; ensuring compliance with federal, state, and local regulations; resolving escalated issues and making critical decisions; reporting implementation progress to the County's leadership team.

Program Manager focuses on the day-to-day execution of specific CDBG-DR programs. Responsibilities may include developing and maintaining program policies and procedures, managing program budgets and expenditures, overseeing application intake, eligibility determination, and award processes; tracking metrics and outcomes; pro-actively identifying and addressing bottlenecks; and supervising program staff and coordinating with other departments and agencies.

**9. Do the Implementation Lead, Program Manager, and Project Manager all need to have at least 5 years of CDBG-DR experience?**

Yes.

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## **Addendum #7**

### **RFP 24-25/P-138 – Delivery of Disaster Recovery Operations Implementation Contractor for Community Development Block Grant – Disaster Recovery (CDBG-DR)**

#### **NOTICE TO ALL PROSPECTIVE BIDDERS:**

This addendum is hereby made part of the Contract Documents for RFP 24-25/P-138.

Please note this is not an exhaustive list of all questions asked since the opening of the RFP. Please also check Public Purchase for a full list of questions and responses.

#### **Part 1. Revised Pricing Template**

Please use the updated Pricing Template, which removes the “Optional Years 4-6” pricing column from VIII.

This Pricing Sheet supersedes that of Addendum #5.

#### **Part 2. Questions from Vendors & Answers from the County of Maui**

These questions are a list of those that were submitted through email from 3/21/2025. Please also check Public Purchase for responses to questions.

##### **Email Questions**

- 1. RFP, PART IV, Part 6 (p 38): Due to confidentiality obligations, we may not be able to provide a complete work history with all federal, state and local government agencies. Our firm enters into hundreds of contracts each year with a number of federal, state and local and international government agencies. In lieu of prior work history, will the County of Maui accepted list of contracts that we believe are most relevant to the work being proposed?**

Yes.

- 2. Please confirm that corporate resolutions will be excluded from the page count.**

Yes.

- 3. Can the County Clarify if the two Planning and Policy Support staff members required at the start of the contract are County staff, or is this statement intended to describe planned Vendor staff for this Planning and Policy task?**

Vendor staff.

- 4. For scheduling purposes, has the County determined an estimated timeframe for certifying Tier 2 Site-Specific Environmental Reviews provided by the Implementation Contractor.**

We will aim to certify environmental reviews within 10 business days of receipt from the Implementation Contractor.

**5. For cost proposal development, has the County estimated the total environmental reviews to be performed between all programs (Tier 1, Tier 2, and Environmental Assessments)?**

500-1500.

**6. Please clarify if resumes should be included in Part 2 Qualifications or Part 6 Personnel.**

Part 6, Personnel. See p. 33.

**7. Please clarify if Attachment A: References should be included in Part 3 Company Relevant Experience and References or in Part 8: Required Forms/Attachments.**

References should be included in Part 8: Required Forms/Attachments. While it supports the information in Part 3, all required forms should be grouped together in Part 8 for easier review by our evaluation team.

**8. Please confirm if the Implementation Contractor expected to carry and handle passthrough construction costs or will that be managed separately by the County? If yes, please confirm that passthrough costs will be excluded from General Excise Tax (GET).**

The Implementation Contractor will not be responsible for carrying or handling passthrough construction costs. These costs will be managed separately by either the County or the Construction Management Contractor (to be procured later). Therefore, you do not need to include these costs in your proposal or consider GET implications for construction costs.

**9. Please clarify how Part 7 will be evaluated.**

Part 7, the “detailed timeline”, will be considered supporting documentation for Part 4: Plan of Approach. The timeline will help our evaluation committee assess the thoroughness of your approach to implementation.

**10. The County's action plan does not list any funding for planning, could the County please define the Planning NOFA under task 5?**

The Planning NOFA referenced under Task 5 refers to planning activities that are eligible under the CDBG-DR program as defined by HUD, not specifically to projects under a dedicated planning program. While our Draft Action Plan does not show a separate planning allocation, planning activities may be incorporated as part of specific project implementation or as an activity direct cost (ADC). The Implementation Contractor may be asked to develop NOFAs for these planning-related activities as needed.

**11. Item 4.10.1.2.2 on page 19 of the RFP states that the website must be established within 60 days of contract award, however on page 37 website establishment is also listed as one of the start-up tasks to be completed within 30 days. Can the County confirm the correct deadline for website establishment?**

The correct deadline for website establishment is 30 days after contract award, as specified in the startup tasks on page 37. This supersedes the 60-day timeframe mentioned in section 4.10.1.2.2.

**12. In its response to Question 22 in Addendum 3, the County stated that it would provide a pricing template in a future addendum. Can the County provide an estimated date for when vendors can expect this template?**

Please see Addendum 5, posted on 3/21/2025.

**13. May resumes for key personnel be used as examples of corporate past performance?**

No.

**14. Would the County consider an extension of the proposal due date of 2 weeks?**

No. April 7 will be the final deadline for submissions.

**15. RFP, Part IV, PART 5: Pricing & Addendum 5\_Pricing Sheet (pp 34-37): Please confirm that the County wants this pricing information for PART 5 contained within the same proposal response, as typically they are kept separate for evaluation purposes.**

Yes, the County does want the price proposal (Part 5) included within the same submission package as your technical proposal. While it's common in some procurements to separate pricing and technical proposals, our RFP is structured to evaluate all components together.

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**RFP 24-25/P-138**

**Delivery of Disaster Recovery Operations Implementation Contractor for Community  
Development Block Grant – Disaster Recovery (CDBG-DR)**

**Addendum #7\* - Pricing Sheet**

*\*This sheet supersedes the Addendum #5 Pricing Sheet.*

**I. Offeror Information**

Offeror Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**II. Instructions:**

1. Complete all sections of this pricing sheet.
2. This sheet may be modified, so long as the information requested is also included.
3. Pricing should reflect all costs associated with the tasks described in the RFP.
4. Provide hourly rates for all staff categories that will be utilized in performing the required tasks.
5. For any staff members not included, please provide brief descriptions of their roles.
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7. Incomplete pricing sheets may be deemed non-responsive.
8. This sheet DOES NOT count toward any page limits specified in the RFP. Please use the Pricing Proposal (Part 5) to provide a narrative to this sheet and to answer any questions of that Part.

### **III. Staff Hourly Rates**

Please provide hourly rates for all staff categories that will be utilized in performing the required tasks. If “Other”, please specify and include a brief description below. Additionally, include number of positions required if not one (1).

<b>Position/Role</b>	<b>Hourly Rate (\$)</b>	<b>Estimated Hours</b>	<b>Total Cost (\$)</b>
Implementation Lead			
Program Manager			
System of Record Administrator			
HUD/CDBG-DR Subject Matter Expert			
Planning and Policy Support Staff			
Strategic Communications Specialist			
Grant Compliance and Monitoring Staff			
Environmental Review Specialist			
Program Implementation Staff			
Public Services Staff			
Construction Management Liaison			
Caseworkers/Project Specialists			
Administrative Support			
Other (Specify):			
Other (Specify):			
<b>Total Labor Cost</b>			

### **III. Start-Up Costs (5% of Overall Contract)**

One-time costs for mobilization and initial setup to be paid upon completion of startup tasks within 30 days of Notice to Proceed (NTP).

<b>Item</b>	<b>Estimated Cost (\$)</b>
Staff Mobilization	
Office Setup (Wailuku Location)	
Office Setup (Lahaina Location)	

## **Addendum #7**

### **RFP 24-25/P-138 – Delivery of Disaster Recovery Operations Implementation Contractor for Community Development Block Grant – Disaster Recovery (CDBG-DR)**

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- 2. Please confirm that corporate resolutions will be excluded from the page count.**

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**RFP 24-25/P-138**

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<b>Position/Role</b>	<b>Hourly Rate (\$)</b>	<b>Estimated Hours</b>	<b>Total Cost (\$)</b>
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Program Manager			
System of Record Administrator			
HUD/CDBG-DR Subject Matter Expert			
Planning and Policy Support Staff			
Strategic Communications Specialist			
Grant Compliance and Monitoring Staff			
Environmental Review Specialist			
Program Implementation Staff			
Public Services Staff			
Construction Management Liaison			
Caseworkers/Project Specialists			
Administrative Support			
Other (Specify):			
Other (Specify):			
<b>Total Labor Cost</b>			

### **III. Start-Up Costs (5% of Overall Contract)**

One-time costs for mobilization and initial setup to be paid upon completion of startup tasks within 30 days of Notice to Proceed (NTP).

<b>Item</b>	<b>Estimated Cost (\$)</b>
Staff Mobilization	
Office Setup (Wailuku Location)	
Office Setup (Lahaina Location)	

System of Record Implementation & Maintenance	
Website Development & Setup	
Initial Training Development	
Program Design Framework Development	
Other (specify):	
Other (specify):	
<b>Total Start-Up Costs</b>	

#### **IV. Task Order Pricing**

##### **A. Task 1: Planning and Policy Support**

<b>Deliverable</b>	<b>Percentage of Task</b>	<b>Fixed Fee (\$)</b>
Submission of Initial Program Design Drafts	7.5%	
County Approval of Policies and Procedures	10.0%	
Final Approval of Program Budgets and Timelines	7.5%	
Drafting NOFAs for all Program Components	7.5%	
Establishment of Ranking Criteria for Applications	7.5%	
County Approval of final NOFAs for Publication	10%	
Retained for Implementation support & regular reporting/updates	50.0%	
<b>TOTAL TASK 1 COST</b>	<b>100%</b>	

##### **B. Task 2: Strategic Communications**

<b>Deliverable</b>	<b>Percentage of Task</b>	<b>Fixed Fee (\$)</b>
Completion and Approval of Communications Plan	10.0%	
Creation of Forms for Applicant Use	20.0%	
Retained for Regular Outreach Activities & recurring reporting/updates	70.0%	
<b>TOTAL TASK 2 COST</b>	<b>100%</b>	

##### **C. Task 3: Compliance and Monitoring**

<b>Deliverable</b>	<b>Percentage of Task</b>	<b>Fixed Fee (\$)</b>
Completion of initial DRGR setup	5.0%	
Upon successful generation of first Quarterly Progress Report (QPR)	10.0%	

System of Record Implementation & Maintenance	
Website Development & Setup	
Initial Training Development	
Program Design Framework Development	
Other (specify):	
Other (specify):	
<b>Total Start-Up Costs</b>	

#### **IV. Task Order Pricing**

##### **A. Task 1: Planning and Policy Support**

<b>Deliverable</b>	<b>Percentage of Task</b>	<b>Fixed Fee (\$)</b>
Submission of Initial Program Design Drafts	7.5%	
County Approval of Policies and Procedures	10.0%	
Final Approval of Program Budgets and Timelines	7.5%	
Drafting NOFAs for all Program Components	7.5%	
Establishment of Ranking Criteria for Applications	7.5%	
County Approval of final NOFAs for Publication	10%	
Retained for Implementation support & regular reporting/updates	50.0%	
<b>TOTAL TASK 1 COST</b>	<b>100%</b>	

##### **B. Task 2: Strategic Communications**

<b>Deliverable</b>	<b>Percentage of Task</b>	<b>Fixed Fee (\$)</b>
Completion and Approval of Communications Plan	10.0%	
Creation of Forms for Applicant Use	20.0%	
Retained for Regular Outreach Activities & recurring reporting/updates	70.0%	
<b>TOTAL TASK 2 COST</b>	<b>100%</b>	

##### **C. Task 3: Compliance and Monitoring**

<b>Deliverable</b>	<b>Percentage of Task</b>	<b>Fixed Fee (\$)</b>
Completion of initial DRGR setup	5.0%	
Upon successful generation of first Quarterly Progress Report (QPR)	10.0%	

Upon County-approved draw-down request procedures	5.0%	
Submission and Delivery of Training Documents/Curriculum	5.0%	
Successful delivery of initial training session	5.0%	
Compliance support/monitoring/recurring reporting (retained)	70.0%	
<b>TOTAL TASK 3 COST</b>	<b>100%</b>	

#### **D. Task 4: Environmental Reviews**

<b>Deliverable</b>	<b>Cost per Unit (\$)</b>	<b>Estimated Quantity</b>	<b>Total Cost (\$)</b>
Tier 1 Environmental Review			
Tier 2 Environmental Review - Simple			
Tier 2 Environmental Review - Moderate			
Tier 2 Environmental Review - Complex			
<b>TOTAL TASK 4 COST</b>			

\*5% of Task 4 cost will be retained until HUD acceptance of all environmental review records.

#### **E. Task 5&6: Program Implementation**

<b>Deliverable</b>	<b>% of Task</b>	<b>Fixed Fee (\$)</b>
Completion of Application Intake System (to include approval of staffing plan and workflow documentation, launch of call center and intake support, successful integration of DCMP data, System of Record implementation).	25.0%	
Based on Application Processing Milestones	50.0%	
Based on Project Completion Metrics	25.0%	
<b>TOTAL TASK 5&amp;6 COST</b>	<b>100%</b>	

#### **F. Task 7: Project Lead – Construction Management Set-up Assistance**

<b>Deliverable</b>	<b>Percentage of Task</b>	<b>Fixed Fee (\$)</b>
Submission of Initial RFP Framework and Outline	10.0%	
Completion of Detailed Scope of Work and Technical Specifications	10.0%	
Final County Approval of Complete RFP Package	20.0%	

Upon Final County Approval of the Construction Management Oversight Plan	10.0%	
RFP Process Support (retained)	50.0%	
<b>TOTAL TASK 7 COST</b>	<b>100%</b>	

#### **V. System of Record Costs**

Item	One-Time Cost (\$)	Annual Cost (\$)	Total Contract Cost (\$)
System License/Development			
Implementation/Configuration		N/A	
Maintenance & Support	N/A		
User Training			
Data Migration/Integration			
Data Transfer at Contract End		N/A	
<b>TOTAL SYSTEM OF RECORD COST</b>			

#### **VI. Recurring Operational Costs**

Item	Monthly Cost (\$)	Annual Cost (\$)	Total Contract Cost (\$)
Office Space Lease (Wailuku)			
Office Space Lease (Lahaina)			
Other Office Expenses			
Travel & Transportation			
Per Diem			
Other (Specify):			
<b>TOTAL OPERATIONAL COSTS</b>			

#### **VII. General Program Assistance & Closeout**

Item	Estimated Cost
General Program Assistance (Time & Materials)	
Closeout Activities (10% of overall contract)	
<b>TOTAL GENERAL PROGRAM ASSITANCE &amp; CLOSEOUT</b>	

## **Addendum #7**

### **RFP 24-25/P-138 – Delivery of Disaster Recovery Operations Implementation Contractor for Community Development Block Grant – Disaster Recovery (CDBG-DR)**

#### **NOTICE TO ALL PROSPECTIVE BIDDERS:**

This addendum is hereby made part of the Contract Documents for RFP 24-25/P-138.

Please note this is not an exhaustive list of all questions asked since the opening of the RFP. Please also check Public Purchase for a full list of questions and responses.

#### **Part 1. Revised Pricing Template**

Please use the updated Pricing Template, which removes the “Optional Years 4-6” pricing column from VIII.

This Pricing Sheet supersedes that of Addendum #5.

#### **Part 2. Questions from Vendors & Answers from the County of Maui**

These questions are a list of those that were submitted through email from 3/21/2025. Please also check Public Purchase for responses to questions.

##### **Email Questions**

- 1. RFP, PART IV, Part 6 (p 38): Due to confidentiality obligations, we may not be able to provide a complete work history with all federal, state and local government agencies. Our firm enters into hundreds of contracts each year with a number of federal, state and local and international government agencies. In lieu of prior work history, will the County of Maui accepted list of contracts that we believe are most relevant to the work being proposed?**

Yes.

- 2. Please confirm that corporate resolutions will be excluded from the page count.**

Yes.

- 3. Can the County Clarify if the two Planning and Policy Support staff members required at the start of the contract are County staff, or is this statement intended to describe planned Vendor staff for this Planning and Policy task?**

Vendor staff.

- 4. For scheduling purposes, has the County determined an estimated timeframe for certifying Tier 2 Site-Specific Environmental Reviews provided by the Implementation Contractor.**

We will aim to certify environmental reviews within 10 business days of receipt from the Implementation Contractor.

**5. For cost proposal development, has the County estimated the total environmental reviews to be performed between all programs (Tier 1, Tier 2, and Environmental Assessments)?**

500-1500.

**6. Please clarify if resumes should be included in Part 2 Qualifications or Part 6 Personnel.**

Part 6, Personnel. See p. 33.

**7. Please clarify if Attachment A: References should be included in Part 3 Company Relevant Experience and References or in Part 8: Required Forms/Attachments.**

References should be included in Part 8: Required Forms/Attachments. While it supports the information in Part 3, all required forms should be grouped together in Part 8 for easier review by our evaluation team.

**8. Please confirm if the Implementation Contractor expected to carry and handle passthrough construction costs or will that be managed separately by the County? If yes, please confirm that passthrough costs will be excluded from General Excise Tax (GET).**

The Implementation Contractor will not be responsible for carrying or handling passthrough construction costs. These costs will be managed separately by either the County or the Construction Management Contractor (to be procured later). Therefore, you do not need to include these costs in your proposal or consider GET implications for construction costs.

**9. Please clarify how Part 7 will be evaluated.**

Part 7, the “detailed timeline”, will be considered supporting documentation for Part 4: Plan of Approach. The timeline will help our evaluation committee assess the thoroughness of your approach to implementation.

**10. The County's action plan does not list any funding for planning, could the County please define the Planning NOFA under task 5?**

The Planning NOFA referenced under Task 5 refers to planning activities that are eligible under the CDBG-DR program as defined by HUD, not specifically to projects under a dedicated planning program. While our Draft Action Plan does not show a separate planning allocation, planning activities may be incorporated as part of specific project implementation or as an activity direct cost (ADC). The Implementation Contractor may be asked to develop NOFAs for these planning-related activities as needed.

**11. Item 4.10.1.2.2 on page 19 of the RFP states that the website must be established within 60 days of contract award, however on page 37 website establishment is also listed as one of the start-up tasks to be completed within 30 days. Can the County confirm the correct deadline for website establishment?**

The correct deadline for website establishment is 30 days after contract award, as specified in the startup tasks on page 37. This supersedes the 60-day timeframe mentioned in section 4.10.1.2.2.

**12. In its response to Question 22 in Addendum 3, the County stated that it would provide a pricing template in a future addendum. Can the County provide an estimated date for when vendors can expect this template?**

Please see Addendum 5, posted on 3/21/2025.

**13. May resumes for key personnel be used as examples of corporate past performance?**

No.

**14. Would the County consider an extension of the proposal due date of 2 weeks?**

No. April 7 will be the final deadline for submissions.

**15. RFP, Part IV, PART 5: Pricing & Addendum 5\_Pricing Sheet (pp 34-37): Please confirm that the County wants this pricing information for PART 5 contained within the same proposal response, as typically they are kept separate for evaluation purposes.**

Yes, the County does want the price proposal (Part 5) included within the same submission package as your technical proposal. While it's common in some procurements to separate pricing and technical proposals, our RFP is structured to evaluate all components together.

## RECEIPT

Receipt is acknowledged for Addendum No. 7 of the solicitation RFP 24-25/P-138.

Please acknowledge receipt of this addendum by either emailing this receipt page to [kris.arisumi@co.maui.hi.us](mailto:kris.arisumi@co.maui.hi.us) or by submitting it with your bid proposal.

Received by:

---

SIGNATURE

---

NAME OF FIRM

---

ADDRESS OF FIRM

---

DATE RECEIVED

**County of Maui – Office of Recovery**

**RFP 24-25/P-138**

**Delivery of Disaster Recovery Operations Implementation Contractor for Community  
Development Block Grant – Disaster Recovery (CDBG-DR)**

**Addendum #7\* - Pricing Sheet**

*\*This sheet supersedes the Addendum #5 Pricing Sheet.*

**I. Offeror Information**

Offeror Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**II. Instructions:**

1. Complete all sections of this pricing sheet.
2. This sheet may be modified, so long as the information requested is also included.
3. Pricing should reflect all costs associated with the tasks described in the RFP.
4. Provide hourly rates for all staff categories that will be utilized in performing the required tasks.
5. For any staff members not included, please provide brief descriptions of their roles.
6. For fixed fees and milestone-based payments, clearly indicate the price for each deliverable.
7. Incomplete pricing sheets may be deemed non-responsive.
8. This sheet DOES NOT count toward any page limits specified in the RFP. Please use the Pricing Proposal (Part 5) to provide a narrative to this sheet and to answer any questions of that Part.

### **III. Staff Hourly Rates**

Please provide hourly rates for all staff categories that will be utilized in performing the required tasks. If “Other”, please specify and include a brief description below. Additionally, include number of positions required if not one (1).

<b>Position/Role</b>	<b>Hourly Rate (\$)</b>	<b>Estimated Hours</b>	<b>Total Cost (\$)</b>
Implementation Lead			
Program Manager			
System of Record Administrator			
HUD/CDBG-DR Subject Matter Expert			
Planning and Policy Support Staff			
Strategic Communications Specialist			
Grant Compliance and Monitoring Staff			
Environmental Review Specialist			
Program Implementation Staff			
Public Services Staff			
Construction Management Liaison			
Caseworkers/Project Specialists			
Administrative Support			
Other (Specify):			
Other (Specify):			
<b>Total Labor Cost</b>			

### **III. Start-Up Costs (5% of Overall Contract)**

One-time costs for mobilization and initial setup to be paid upon completion of startup tasks within 30 days of Notice to Proceed (NTP).

<b>Item</b>	<b>Estimated Cost (\$)</b>
Staff Mobilization	
Office Setup (Wailuku Location)	
Office Setup (Lahaina Location)	

System of Record Implementation & Maintenance	
Website Development & Setup	
Initial Training Development	
Program Design Framework Development	
Other (specify):	
Other (specify):	
<b>Total Start-Up Costs</b>	

#### **IV. Task Order Pricing**

##### **A. Task 1: Planning and Policy Support**

<b>Deliverable</b>	<b>Percentage of Task</b>	<b>Fixed Fee (\$)</b>
Submission of Initial Program Design Drafts	7.5%	
County Approval of Policies and Procedures	10.0%	
Final Approval of Program Budgets and Timelines	7.5%	
Drafting NOFAs for all Program Components	7.5%	
Establishment of Ranking Criteria for Applications	7.5%	
County Approval of final NOFAs for Publication	10%	
Retained for Implementation support & regular reporting/updates	50.0%	
<b>TOTAL TASK 1 COST</b>	<b>100%</b>	

##### **B. Task 2: Strategic Communications**

<b>Deliverable</b>	<b>Percentage of Task</b>	<b>Fixed Fee (\$)</b>
Completion and Approval of Communications Plan	10.0%	
Creation of Forms for Applicant Use	20.0%	
Retained for Regular Outreach Activities & recurring reporting/updates	70.0%	
<b>TOTAL TASK 2 COST</b>	<b>100%</b>	

##### **C. Task 3: Compliance and Monitoring**

<b>Deliverable</b>	<b>Percentage of Task</b>	<b>Fixed Fee (\$)</b>
Completion of initial DRGR setup	5.0%	
Upon successful generation of first Quarterly Progress Report (QPR)	10.0%	

Upon County-approved draw-down request procedures	5.0%	
Submission and Delivery of Training Documents/Curriculum	5.0%	
Successful delivery of initial training session	5.0%	
Compliance support/monitoring/recurring reporting (retained)	70.0%	
<b>TOTAL TASK 3 COST</b>	<b>100%</b>	

#### **D. Task 4: Environmental Reviews**

<b>Deliverable</b>	<b>Cost per Unit (\$)</b>	<b>Estimated Quantity</b>	<b>Total Cost (\$)</b>
Tier 1 Environmental Review			
Tier 2 Environmental Review - Simple			
Tier 2 Environmental Review - Moderate			
Tier 2 Environmental Review - Complex			
<b>TOTAL TASK 4 COST</b>			

\*5% of Task 4 cost will be retained until HUD acceptance of all environmental review records.

#### **E. Task 5&6: Program Implementation**

<b>Deliverable</b>	<b>% of Task</b>	<b>Fixed Fee (\$)</b>
Completion of Application Intake System (to include approval of staffing plan and workflow documentation, launch of call center and intake support, successful integration of DCMP data, System of Record implementation).	25.0%	
Based on Application Processing Milestones	50.0%	
Based on Project Completion Metrics	25.0%	
<b>TOTAL TASK 5&amp;6 COST</b>	<b>100%</b>	

#### **F. Task 7: Project Lead – Construction Management Set-up Assistance**

<b>Deliverable</b>	<b>Percentage of Task</b>	<b>Fixed Fee (\$)</b>
Submission of Initial RFP Framework and Outline	10.0%	
Completion of Detailed Scope of Work and Technical Specifications	10.0%	
Final County Approval of Complete RFP Package	20.0%	

Upon Final County Approval of the Construction Management Oversight Plan	10.0%	
RFP Process Support (retained)	50.0%	
<b>TOTAL TASK 7 COST</b>	<b>100%</b>	

#### **V. System of Record Costs**

Item	One-Time Cost (\$)	Annual Cost (\$)	Total Contract Cost (\$)
System License/Development			
Implementation/Configuration		N/A	
Maintenance & Support	N/A		
User Training			
Data Migration/Integration			
Data Transfer at Contract End		N/A	
<b>TOTAL SYSTEM OF RECORD COST</b>			

#### **VI. Recurring Operational Costs**

Item	Monthly Cost (\$)	Annual Cost (\$)	Total Contract Cost (\$)
Office Space Lease (Wailuku)			
Office Space Lease (Lahaina)			
Other Office Expenses			
Travel & Transportation			
Per Diem			
Other (Specify):			
<b>TOTAL OPERATIONAL COSTS</b>			

#### **VII. General Program Assistance & Closeout**

Item	Estimated Cost
General Program Assistance (Time & Materials)	
Closeout Activities (10% of overall contract)	
<b>TOTAL GENERAL PROGRAM ASSITANCE &amp; CLOSEOUT</b>	

vendor (not the subject of this RFP), who will manage implementation of its construction programs. Vendor will assist the County in designing these programs, which will include development of policies, procedures, and Notices of Funding Ability (NOFAs) for the County's activities under CDBG-DR. Other activities may include consultation, staff training, and reporting to County agencies as needed.

**4. Will the Vendor awarded work under this RFP provide full implementation and management services for Infrastructure Programs? If not, what specific services will the selected Vendor perform?**

Yes.

**5. Will the Vendor awarded work under this RFP provide full implementation and management services for Public Services Programs? If not, what specific services will the selected Vendor perform?**

Yes.

**6. Will the Vendor awarded work under this RFP provide full implementation and management services for Mitigation Set-Aside Programs? If not, what specific services will the selected Vendor perform?**

Yes.

**7. Which Housing Programs and services are included in the separate, future RFP for the “County’s forthcoming large and complex housing recovery program” mentioned in Part I, Section 1.1?**

Currently, the housing programs to be included are those listed in the County’s Draft Action Plan, subject to community feedback and HUD approval.

**8. Will the Vendor awarded work under this RFP provide construction management and oversight services for builders? Is the separate RFP for builders, only?**

No, the Vendor awarded work under this RFP will assist in the development and management of the County’s Construction Management Vendor, who will then select and manage builders under the future Construction Management Vendor contract. The separate, future RFP will be for Construction Managers and builders.

**9. Are 11x17 pages allowed in order to better graphically represent pricing? If so, do they count as 1 or 2 pages?**

Yes, if the content on the 11x17 pages is better represented graphically (i.e. not fully text-based), timelines, flowcharts, organization charts, etc., the 11x17 sheet will be counted as one page. The County ultimately reserves the right to determine what is reasonable.

**10. On page 33 of the RFP, it says “PART 3: Company Relevant Experience & References - Demonstrate your firm’s experience”. Could you please confirm that “firm” is referring to the team as a whole (prime and subconsultants)?**

Confirmed.

### **VIII. COST BREAKDOWN BY CONTRACT YEAR**

<b>Component</b>	<b>Year 1 (\$)</b>	<b>Year 2 (\$)</b>	<b>Year 3 (\$)</b>	<b>Total (\$)</b>
Personnel Costs				
Operating Expenses				
System of Record				
Other Direct Costs				
<b>ANNUAL TOTALS</b>				

### **IX. TOTAL CONTRACT PRICE**

<b>ITEM</b>	<b>TOTAL COST (\$)</b>		
Start-Up Costs			
Task 1: Planning & Policy Support			
Task 2: Strategic Communications			
Task 3: Compliance and Monitoring			
Task 4: Environmental Reviews			
Task 5 & 6: Program Implementation			
Task 7: Construction Management Coordination			
System of Record Costs			
Recurring Operational Costs			
General Program Assistance & Closeout			
<b>SUBTOTAL</b>			
	+ Profit	% =	+
<b>TOTAL CONTRACT PRICE</b>			

**CERTIFICATION**

The undersigned, as Authorized Officer of the Offeror, hereby certifies that:

1. The pricing provided above represents the full and complete costs to perform all tasks and provide all deliverables as outlined in RFP #24-25/P-138
2. No additional costs will be charged to the County of Maui unless explicitly agreed upon through the Task Order process.
3. All costs are allowable under 2 CFR Part 200 and CDBG-DR regulations.
4. The offeror understands that payment will be based on completion of deliverables as specified in the RFP and subsequent Task Orders

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Addendum #8

### **RFP 24-25/P-138 – Delivery of Disaster Recovery Operations Implementation Contractor for Community Development Block Grant – Disaster Recovery (CDBG-DR)**

#### **NOTICE TO ALL PROSPECTIVE BIDDERS:**

- This addendum is hereby made part of the Contract Documents for RFP 24-25/P-138.  
Changes are underlined.

#### **Item 1. 4.2 General Overview of Project, 4.2.3.6 (p.16)**

[Delete entire section 4.2.3.6]

#### **Item 2. Task 3 – Compliance and Monitoring, 4.10.1.3.3. (p.22 4<sup>th</sup> bullet from End of Task 3).**

Conducting regular, on-site monitoring of ~~Implementation Contractors~~ any subcontractors engaged by the Implementation Contractor to ensure compliance with federal regulations and County policies and procedures. The frequency of this monitoring will be determined by the County's policies and procedures and may be more frequent if there is a concern that the ~~subrecipient~~ subcontractor is out of compliance or is found to be at risk for noncompliance.

#### **Item 3. Clarification of Implementation Lead, Project Manager. (Part 6, Page 37, 4<sup>th</sup> bullet\*).**

Firm must identify a staff member that will serve as the ~~lead Project Manager~~ Implementation Lead that shall be authorized and responsible to act on behalf of the Implementation Contractor with respect to directing, coordinating and administering all aspects of the services to be provided and performed. The County prefers that the ~~Project Manager~~ Implementation Lead has at least five (5) years of related, relevant experience.

\*Also applies to all subsequent references to “Project Manager” throughout, including Addenda.

#### **Item 4. Addendum #7, Pricing Sheet.**

V. System of Record Costs: “N/A” can be removed from the Annual Cost column to accommodate the need for customization throughout the recovery program duration.

#### **Item 5. Questions from Vendors & Answers from the County of Maui.**

(Email 1 – 3/26)

##### **GENERAL**

1. Pricing Sheet page 2 labels both “Staff Hourly Rates” and “Start-Up Costs” as “III.” Are these sections intended to be related?

This is a numbering error.

**2. Is the Pricing Sheet intended to replace the Payment Schedule provided on page 35-36 of the original RFP?**

The Pricing Sheet provided in Addendum #5 (and updated in Addendum #7) does not replace the Payment Schedule outlined on pages 35-36 of the original RFP. The Payment Schedule establishes how payments will be issued based on completed milestones and deliverables. The Pricing Sheet is a tool for vendors to detail their projected costs, providing transparency on how your proposed contract amount was calculated.

**3. How do the cost structures outlined in the Pricing Sheet relate to the Payment Schedule presented in the RFP on page 35-36? There are elements in the Pricing Sheet (Time & Materials payments, Monthly/Annual costs, etc) that were added or have different percentages than stated in the Payment Schedule in the original RFP.**

The Pricing Sheet formalizes and expands on the Payment Schedule in the RFP. While the original Payment Schedule provided high-level percentage breakdowns, the Pricing Sheet provides more detailed line items and includes additional payment mechanisms (Time & Materials, monthly costs) to accommodate different types of services. Some percentages may differ slightly in the template, but they follow the same general framework.

**4. RFP Part 5 instructions on page 34 direct vendors to provide a “Breakdown showing which components will be billed as hourly rates, fixed monthly fees, milestone-based payments, and time and materials.” Please confirm this no longer needed, given the structure of the revised Pricing Sheet.**

It is recommended that within your **Part 5: Price Proposal** that you specifically address this requirement, explaining how each component of your pricing aligns with the various billing methods (hourly rates, fixed monthly fees, milestone-based payments, and time and materials). This will complement the detailed information provided in the Pricing Sheet and ensure full compliance with the RFP instructions.

**5. Given the critical importance of the Pricing Sheet, will the County allow additional follow-up questions after this round of questions is answered?**

No. Bidders should submit proposals that includes the scope of work and/or tasks required for Maui Wildfire recovery.

## **ENVIRONMENTAL REVIEW**

**6. Please clarify if 5% of ALL environmental reviews will be cumulatively retained until ALL are accepted by HUD (ex: if 1,000 environmental reviews are submitted, 5% of 1,000 environmental reviews is retained until all 1,000 environmental reviews are accepted by HUD).**

The 5% retention applies to the total Environmental Review cost (Task 4), not to each individual review. This amount would be held until all environmental review records have received County approval and been submitted to HUD without objection.

## STAFF HOURLY RATES

7. **Table III. Staff Hourly Rates** requests “include number of positions required if not one (1).” Should vendors add a column to indicate Number of Positions?

Yes, you should add a column or indicate the number of positions within your response if you are proposing more than one person in a particular role.

8. Is Number of Positions only required for positions added as “Other”?

Applies to all positions.

9. Are the rates provided in Table III. Staff Hourly Rates intended to correlate with any other table in the Pricing Sheet, such as Table VII. General Program Assistance & Closeout, line item “General Program Assistance (Time & Materials)”?

Yes, the rates in Table III would be used for the Time & Materials work in Table VII (General Program Assistance).

## START-UP COSTS

10. RFP page 36 lists Start-up Tasks including “All program policies established and accepted,” “Strategic Communications Plan completed and accepted,” and “Intake Support/Eligibility Operations Plan approved by the County.” These tasks do not appear to be included in Table III. Start-Up Costs. Please clarify where costs for the Start-up Tasks on page 36 of the RFP should be included in the Pricing Sheet.

The RFP-listed Start-up Tasks should be incorporated into the relevant line items in the Start-Up Costs table, such as "Program Design Framework Development" and "Initial Training Development."

11. Table III. Start-Up Costs includes a line item for “*Program Design Framework Development*”. Section IV. Task Order Pricing, Table A. Task 1 also includes a line item for “*Submission of Initial Program Design Drafts*.” Are these the same tasks? How should costs be shown for each?

These represent different stages of the same process - initial framework development during startup, followed by more detailed program design drafts in Task 1. Costs should be allocated accordingly without duplication.

12. The Payment Schedule on RFP page 35 states that 5.0% of the overall contract will be paid upon completion of startup tasks within 30 days of NTP. How does this payment milestone relate to the estimated cost of itemized line items in Table III. Start-Up Costs?

The 5% payment milestone represents the total payment upon completion of all startup tasks, which should align with the total of all itemized costs in Table III.

**13. Will invoicing and payment for Start-up Costs be based on 5% of total contract costs, or actual cost for start-up costs, which may not equal 5% of the total contract?**

Payment is based on the 5% of total contract value upon completion of all startup tasks, rather than based on itemized costs.

#### **GENERAL PROGRAM ASSISTANCE (TIME & MATERIALS)**

**14. RFP section 4.11 on page 30 defines General Program Assistance as Needed in Tasks 4.11.1 and 4.11.2. Please clarify if the “*General Program Assistance (Time & Materials)*” line item in Table VII. General Program Assistance & Closeout is intended to include only the responsibilities identified in RFP section 4.11.**

Yes, the "General Program Assistance" line item should include the responsibilities identified in RFP section 4.11. You may also provide an estimated total based on anticipated additional services that might be requested beyond the specifically defined tasks in the RFP.

**15. RFP page 36 states “General Program Assistance: recurring quarterly responsibilities.” Recurring quarterly responsibilities are also defined on RFP page 36. Please clarify if the “*General Program Assistance (Time & Materials)*” line item in Table VII. General Program Assistance & Closeout is intended to include only the Recurring Quarterly Responsibilities.**

It should include both section 4.11 tasks and the Recurring Quarterly Responsibilities.

**16. Please confirm that the “*General Program Assistance (Time & Materials)*” line item in Table VII. General Program Assistance & Closeout should capture the cost of General Program Assistance throughout all 6 years of the contract.**

The General Program Assistance costs should cover the 3-year base contract period, not 6 years. Please see the Pricing Sheet in Addendum #7, which removes the Optional Years 4-6 column.

**17. Will invoicing for the “*General Program Assistance (Time & Materials)*” line item in Table VII. General Program Assistance & Closeout be completed based on actual labor hours, or a fixed monthly fee?**

Based on the "(Time & Materials)" label, invoicing will be based on actual labor hours using the rates from Table III.

#### **CLOSEOUT ACTIVITIES**

**18. Please explain the intention of the “10% of overall contract” statement in the “*Closeout Activities*” line item in Table VII. General Program Assistance & Closeout.**

The "10% of overall contract" indicates that 10% of the total contract value will be retained until closeout activities are completed.

**19. Please define how the “10% of overall contract” will be calculated (regarding the “*Closeout Activities*” line item in Table VII. General Program Assistance & Closeout).**

The 10% would be calculated based on the total contract price shown in Table X.

**20. Are activities for the “*Closeout Activities*” line item in Table VII. General Program Assistance & Closeout limited to the tasks defined in RFP sections 4.10.1.13 and 4.10.1.18?**

Closeout Activities should include tasks in sections 4.10.1.13 and 4.10.1.18, plus any other closeout requirements throughout the RFP.

**21. Will invoicing and payment for Closeout Activities be based on 10% of total contract costs, or actual costs for closeout activities, which may not equal 10% of the total contract?**

10% of the retained amount.

**22. Will invoicing for the “*Closeout Activities*” line item in Table VII. General Program Assistance & Closeout be completed based on actual labor hours, or a fixed monthly fee?**

Fixed fee.

**23. The Payment Schedule on page 36 of the original RFP notes payment for “Completion of All Close Out Activities” as a 10% milestone payment. Is it the County’s intent that 10% of the total contract value be retained until 100% of closeout activities are completed, which could take years beyond the term of this contract?**

10% until closeout activities are completed.

#### **SYSTEM OF RECORD**

**24. Table III. Start-Up Costs includes a line item for “*System of Record Implementation & Maintenance*.” Table V. System of Record Costs also includes line items for “*Implementation/Configuration*” and “*Maintenance & Support*.”. Please confirm that these should be the same costs in both tables.**

No, these should not be the same costs. Table III should include only initial 30-day setup, while Table V should include remaining implementation and ongoing maintenance.

**25. When calculating the “*Total Contract Price*” line item in Table X. Total Contract Price, should the cost of these 2 line items be included in the “*Start-up Costs*” line item OR in the “*System of Records Costs*” line item?**

System of Record costs should be included in the "System of Record Costs" line in Table X, not duplicated in Start-up Costs.

**26. The “*Completion of Application Intake System*” line item in Table E. Task 5&6: Program Implementation includes “*System of Record implementation*.” System of Record**

implementation costs are also requested in Table III. Start-Up Costs and Table V. System of Record Costs. Please explain how System of Record implementation costs should be provided across these line items.

Allocate System of Record costs as:

- Initial setup (first 30 days) in Table III
- Full implementation costs in Table V
- Functional implementation of intake system in Table E

**27. Table V. System of Record Costs shows that Implementation/Configuration is a One-Time Cost.**

**Table E: Task 5&6 shows that System of Record Implementation is included within the Fixed Fee of 25% of Task 5&6 (included in “*Completion of Application Intake System*” line item).**

**Please clarify how system of record implementation will be invoiced (fixed fee within Task 5&6 OR one-time cost).**

The System of Record implementation should be invoiced as a one-time cost per Table V, while Table E refers to the operational implementation of the intake system.

**28. When will the One-Time Costs defined in Table V. System of Record Costs be invoiced?**

Upon completion of implementation milestones.

**29. When will Annual Costs defined in Table V. System of Record Costs be invoiced?**

Payment would be dependent on the terms of the contract and project timeline, typically monthly or quarterly.

**30. Table III. Staff Hourly Rates includes a position for System of Record Administrator. Will this position be included in Time & Materials billing, or included only in the One-Time and Annual costs defined in Table V. System of Record Costs?**

The System of Record Administrator would support both the implementation/maintenance in Table V and potentially be available for Time & Materials work.

## RECURRING OPERATIONAL COSTS

**31. Should costs in Table VI. Recurring Operational Costs be multipliers based on monthly costs? (ex: Annual Cost = Monthly Cost x 12; Total Contract Cost = Annual Cost x 6)**

Yes, Annual Cost should equal Monthly Cost  $\times$  12, and Total Contract Cost should equal Annual Cost  $\times$  3 (for the base contract period).

**32. Please clarify if the costs presented in Table VI. Recurring Operational Costs will be invoiced based on actual expenses, or if costs as presented in the Pricing Sheet will be invoiced on a monthly or annual basis.**

These costs would likely be invoiced monthly based on the fixed monthly amounts in the Pricing Sheet.

## COST BREAKDOWN AND SUMMARY

**33. Please specify what should be included in the “*Personnel Costs*” line item in Table VIII. Cost Breakdown by Contract Year. o Should this include the Total Labor Costs provided in Table III. Staff Hourly Rates AND all costs from Tables IV. Task Order Pricing A-F (Tasks 1-7)?**

"Personnel Costs" should include all staff costs across all tasks, including Table III Staff Hourly Rates and the staff portions of all task orders.

**34. Please define what should be included in the line item “*Other Direct Costs*” in Table VIII. Cost Breakdown by Contract Year. Should this cost be included in any other table?**

"Other Direct Costs" would include non-personnel expenses like travel, office expenses, and supplies. These may appear in other tables but should be consolidated here.

**35. Should the total annual total presented in Table VIII. Cost Breakdown by Contract Year equal [Table III. Staff Hourly Rates] + [Table III. Start-Up Costs] + [Tables IV. Task Order Pricing A-F (Tasks 1-7)] + [Table V. System of Record Costs] + [Table VI. Recurring Operational Costs] + [VII. General Program Assistance & Closeout]?**

Yes, the annual totals in Table VIII should equal the sum of all costs from all tables, properly allocated by year.

**36. Should the total contract price presented in Table X. Total Contract Price equal [Table III. Staff Hourly Rates] + [Table III. Start-Up Costs] + [Tables IV. Task Order Pricing A-F (Tasks 1-7)] + [Table V. System of Record Costs] + [Table VI. Recurring Operational Costs] + [VII. General Program Assistance & Closeout]?**

Yes, the Total Contract Price in Table X should equal the sum of all costs from all tables for the 3-year base contract period.

**37. How should Table III. Staff Hourly Rates costs be included in Table X. Total Contract Price?**

The Staff Hourly Rates in Table III establish the rates but do not represent a total cost by themselves. The labor costs using these rates should be incorporated into the relevant task costs throughout the Pricing Sheet.

**(Email 2 – 3/26)**

**38. Key Personnel Commitment**

**The RFP identifies key personnel roles, including the *Implementation Lead* and *Program Manager*. To support accurate resource planning and cost estimation, could the County clarify the expected level of effort (e.g., Full-Time Equivalents) for each role, and whether dedicated staffing is required for the full duration of the contract?**

Based on section 4.3.1 and 4.4.4-4.4.6, the key personnel (Implementation Lead, Program Manager, System of Record Administrator, and HUD/CDBG-DR Subject Matter Expert) are full-time dedicated positions required for the duration of the contract.

**39. Section 3 and NHO Participation**

**The RFP references Section 3 compliance requirements. Could the County confirm whether a Native Hawaiian Organization (NHO) certified under the SBA 8(a) program satisfies the targets or subcontracting obligations associated with Disadvantaged Business Enterprises (DBEs)?**

Yes, confirmed.

**40. Billing Type Clarification**

**Part 5 (page 34) states that the price proposal must include a “breakdown showing which components will be billed as hourly rates, fixed monthly fees, milestone-based payments, and time and materials.” We respectfully request that the County indicate which specific tasks or cost components are expected to align with each billing type to ensure consistency across proposals and enable equitable and transparent evaluation.**

List may not be exhaustive. Please consult RFP and Pricing Sheet (Addendum #7):

- Hourly Rates:
  - Staff rates are requested in Section III
  - Hourly rates in Section III would primarily apply to the “General Program Assistance” section (Section VIII), which is explicitly noted as Time & Materials.
- Fixed Monthly Fees: Section VI.
- Milestone-Based Payments:
  - Tasks 1-7 (Except Task 4)
  - 5% Start-Up Costs
- Time and Materials:
  - General Program Assistance is explicitly identified as “Time & Materials” in Section VII
  - Environmental Reviews (Unit Cost)
  - System of Record (both one-time and recurring)

**41. Alternative Delivery Model – CMGC**

**Would the County consider a Construction Management General Contractor (CMGC) model for this project? This delivery model could enable a quicker and more coordinated response, along with a streamlined relationship between the County and the Implementation Vendor throughout the project lifecycle.**

No.

**(Email 3 – 3/26)**

**42. Page 16, item 4.2.3.6 reads “Implementation Contractor must provide an official Certificate of Occupancy or Certificate of Completion for each Project. Certificate shall be retained in the System of Record.” --- Given the language in the introduction regarding separate procurement for the housing program, and language in Task 7 regarding oversight of the County’s**

**Construction Manager, can the County specify which project(s) it anticipates the awarded vendor of this solicitation obtaining certificates of occupancy?**

Item 4.2.3.6 has been deleted from this RFP per Addendum #8 (this addendum).

**43. Page 22 requests that the selected vendor conduct “...regular, on-site monitoring of Implementation Contractors to ensure compliance with federal regulations and County policies and procedures.” Please describe what said “implementation contractors” will be implementing.**

Please see Item 3, Addendum #8 (this document) for correction.

**44. Task 5 – Program Implementation and Management 4.10.1.6, is there a need for the use of SMS?**

The County of Maui leaves the determination regarding SMS functionality to the expertise of the Implementation Contractor. While not explicitly required in the RFP, we encourage Implementation Contractors to recommend communication methods that will best serve our disaster-affected community and ensure efficient program delivery.

**45. Task 5 – Program Implementation and Management 4.10.1.6, what are the specific contact channels required to support this proposal?**

The County of Maui defers to the Implementation Contractor's expertise regarding specific contact channels needed to effectively support the Call Center operations referenced in Section 4.10.1.6. While specific channels are not prescribed in the RFP, we anticipate that successful Implementation Contractors will recommend an appropriate mix of communication methods based on their experience implementing similar disaster recovery programs. Your proposal should include all contact channels you deem necessary to meet the program requirements, with associated costs clearly reflected in your pricing structure.

**46. Task 5 – Program Implementation and Management 4.10.1.6, are there specific call center reporting requirements?**

The County of Maui defers to the Implementation Contractor's expertise based on their experience implementing similar disaster recovery programs.

**47. Task 5 – Program Implementation and Management 4.10.1.6, the call center is to be staffed with on-island resources, can the staff be on-island yet work remote?**

The County requires that staff assigned to the Call Center perform in-person work during normal business hours.

**48. Task 5 – Program Implementation and Management 4.10.1.6 reads “The Implementation Contractor will establish a Call Center in accordance with other sub-tasks in this section. Services may include responding to questions from citizens and the general public, responding**

**to and recording complaints, and other activities specified elsewhere in this RFP and in accordance with the County's Action Plan. This Call Center may require the Implementation Contractor will be required to hire/train/support local staff as required." Please define "other sub-tasks."**

Sub-tasks are the smaller, more specific activities needed to complete the main Tasks.

49. **Task 7 – Item 4.10.1.20** reads “**The Implementation Contractor shall provide oversight and management of the County’s Construction Management Vendor, which will be procured through a separate RFP expected to be released in mid- to late Summer 2025.**” Is the “construction Management vendor” the vendor who is responsible for physical construction of homes – i.e. a general contractor or is the construction manager responsible for some other scope, including but not limited damage inspections, and project scoping? If responsible for some other scope, please describe in detail.

The Construction Management Vendor will be responsible for the physical construction of homes, acting as a general contractor, and managing builders. The Implementation Contractor's role involves developing the Construction Management RFP, providing technical assistance during procurement, and oversight of the vendor.

50. **On page 33, 1.6. Submission Package Contents, PART 3: Company Relevant Experience & References** states: “**Complete Attachment A, References. Completion of this Attachment will NOT count toward the page limit.**” We are also asked to provide **Attachment A: References** in **PART 8: Required Forms/Attachments.** Do firms need to include the Attachment A references in Part 3?

You should include Attachment A (References) in **Part 8: Required Forms/Attachments** only. The statement in Part 3 is simply informing you that completing Attachment A won't count toward the page limit. It is not instructing you to include it twice.

The references you provide in Attachment A will be considered as part of the evaluation for Part 3 (Company Relevant Experience & References), but physically the completed form should be placed in Part 8 with your other required forms and attachments.

51. **On page 37, the County states “PART 6: Personnel (will be considered as part of Part 2: Qualifications above).” Please confirm resumes should go under Part 6 and not Part 2: Qualifications of Firm.**

Yes, resumes should go under **Part 6: Personnel**, not Part 2. The statement "PART 6: Personnel (will be considered as part of Part 2: Qualifications above)" means that when evaluating your firm's qualifications (Part 2), the evaluation committee will also consider the information you provide in Part 6 about your personnel. However, the physical organization of your proposal should follow the structure outlined in the RFP with resumes placed in Part 6. This approach keeps all personnel information together in one section while ensuring that the evaluation committee considers your team's qualifications as part of their assessment of your firm's overall capabilities.

**52. Please confirm receipt of Addendums can be included in the Attachments and will not be included in the page count.**

Confirmed.

**53. Please provide an example for what the County hopes to see for Part 6: Personnel “include a list, table, graph, or other graphic visualization of your firm’s proposed personnel allocation across tasks.”**

The County is looking for a visual representation showing how your personnel will be allocated across the various tasks described in the RFP. How you do this is at your firm’s discretion.

#### **Pricing Sheet Template Questions**

**54. Item III. Start Up Costs requests lump sum pricing for “program design framework development”, but this task does not appear in the scope of work included in the RFP. Could the County clarify what is required to complete this task so that offerors can adequately price this task?**

"Program design framework development" refers to creating the initial conceptual structure for how the CDBG-DR programs will operate. This would include outlining program workflows, establishing preliminary program parameters, and developing the foundational structures that will later be elaborated in Task 1. You should price this based on the effort required to establish this initial framework.

**55. Item III. Start Up Costs requests lump sum pricing for “Initial Training Development”. Could the County clarify which or how many topics it anticipates will be included in initial training?**

Initial training development would likely cover core CDBG-DR requirements, County-specific policies, intake procedures, eligibility determination, duplication of benefits analysis, environmental review processes, and System of Record usage. Consider developing training for approximately 5-7 core topics covering both regulatory and operational aspects of the program. Subject to change.

**56. Item III. Start Up Costs is limited to 5% of Overall Contract. Given that the total contract value is unknown to offerors at this time, as it is task order based with options for extension, how does the County want offerors to incorporate this 5% value into the price quoted for “Start-Up Costs”?**

Provide your best estimate of actual Start-Up Costs based on your understanding of the requirements. The County will evaluate whether your proposed costs seem reasonable relative to your overall proposed contract value. The 5% reference is a payment milestone rather than a strict limitation on what you can propose.

**57. Task 1: Planning and Policy Support includes a 50% retainage for “implementation support & regular reporting/updates”. Will the County release the retainage as monthly flat fee over the course of the contract? If not, at what point will the retainage be released?**

Based on Addendum #4 Question #7, retainage will be released "upon successful documented completion of that activity, subject to County approval." For ongoing support activities, the retainage will be released incrementally as services are provided and approved, rather than as a monthly flat fee. The specific release schedule would be determined in the task orders.

**58. Task 2: Strategic Communications includes a 70% retainage for “regular outreach activities and recurring reporting/updates”. Will the County release the retainage as monthly flat fee over the course of outreach? If not, at what point will the retainage be released?**

Based on Addendum #4 Question #7, retainage will be released "upon successful documented completion of that activity, subject to County approval." For ongoing support activities, the retainage will be released incrementally as services are provided and approved, rather than as a monthly flat fee. The specific release schedule would be determined in the task orders.

**59. Task 3: Compliance and Monitoring includes a 70% retainage for “compliance support/monitoring/recurring reporting”. Will the County release the retainage as monthly flat fee over the course of the contract? If not, at what point will the retainage be released?**

Based on Addendum #4 Question #7, retainage will be released "upon successful documented completion of that activity, subject to County approval." For ongoing support activities, the retainage will be released incrementally as services are provided and approved, rather than as a monthly flat fee. The specific release schedule would be determined in the task orders.

**60. It is noted that the County anticipates between 500 – 1,500 environmental reviews to be completed. To ensure consistency when reviewing offeror bids, would the County provide the quantity of Tier II environmental reviews per complexity category?**

350/150/50 based on responses to previous questions. Actual numbers may vary significantly.

**61. Task 4: Environmental Reviews includes a 5% retainage until "HUD acceptance of all environmental review records." Under 24 CFR Part 58, HUD assigns environmental review responsibilities to the grantee to act as the Responsible Entity (RE). Under this delegated authority, the RE is responsible for making a final determination on whether a project can proceed based on environmental requirements, when using the Tiered environmental review process. While the RE has delegated authority, HUD retains the ability to monitor, review, and enforce compliance. However, HUD does not "accept" individual Tier II reviews. When will the 5% retainage be released for Task 4?**

The 5% retainage refers to when the environmental review process is complete and records have been properly maintained with no outstanding compliance issues. For pricing purposes, assume this would be released upon County approval of the completed environmental review records, after they've been submitted to HUD with no objections raised.

**62. Task 5 & 6 includes a 25% pay point for “Completion of Application Intake System (to include ... System of Record implementation)”. Item III. Start-Up Costs requests a price for “System of Recover Implementation & Maintenance”; and Item V System of Record Costs also request price for system of record. What portion(s) of the system of record should be priced in Tasks 5 & 6?**

Please allocate as follows:

- Table III (Start-Up Costs): Initial setup during the first 30 days
- Table V (System of Record Costs): Core system implementation and ongoing maintenance
- Table E (Tasks 5&6): Configuration specific to the Application Intake System functionality

**63. Answers to previous questions clarify that “Task 5 implements Housing with respect to intake and eligibility, Infrastructure, and Hazard Mitigation Programs. Task 6 implements Public Services.” However, price for Task 5 & 6 is requested as one. How will the County release milestone payments for completion of milestones associated with different programs, assuming each program will operate on a different timeline, as is normal with complex disaster recovery portfolios?**

While Tasks 5 & 6 are priced together in the template, the County will likely establish separate milestone payment schedules for each program in the individual task orders. For proposal purposes, provide a combined price, but in your narrative, you might describe how you would recommend structuring payments across the different program timelines.

**64. 50% of Tasks 5 & 6 is “Based on Application Processing Milestones”. Can the County clarify what these milestones are and how payments will be released upon achievement of said milestones?**

Will clarify upon issuance of the final task order.

**65. 25% of Task 5 & 6 is “Based on Project Completion Metrics”. Can the clarify what these metrics are and how payments will be released upon achievement of the metrics?**

Will clarify upon issuance of the final task order.

**66. Task 7 includes a 50% retainage for “RFP Process Support”. When will this retainage be released?**

For Task 7's 50% retainage for "RFP Process Support," this will be released incrementally as support services are provided throughout the Construction Management Vendor RFP process and subsequent management. The schedule would be tied to specific deliverables and milestones in the Construction Management RFP process.

**67. Item V. System of Record Costs is marked “NA” for annual costs associated with “Implementation/Configuration”. Does the County anticipate a need for system customization or update throughout the life of its recovery programs?**

Please see this Addendum (#8) for changes to this column. “N/A” can be removed from the Annual Cost column to accommodate the need for customization throughout the recovery program duration.

**68. Item VII. General Program Assistance & Closeout requests an estimated cost for “General Program Assistance (Time & Materials)”. Answers to previous questions clarifies that “*The County will use a hybrid payment structure. For tasks designated as Time and Materials, the contractor would bill based on actual hours worked and approved hourly rates, but these payments would still be tied to the completion of specific deliverables tied to the Payment Schedule.*” What tasks are designated as time and materials tasks to be priced in this section?**

General Program Assistance refers to the activities described in section 4.11 (page 30) of the RFP and would be billed on a Time & Materials basis using the hourly rates established in Section III. This includes additional tasks related to overall program management that may arise but aren't specifically covered in the fixed fee tasks.

69. **Item III. Staff Hourly Rates** requests hourly rates and estimated hours by position, to be summed for a total labor cost. Answers to previous questions clarifies that "*The County will use a hybrid payment structure. For tasks designated as Time and Materials, the contractor would bill based on actual hours worked and approved hourly rates, but these payments would still be tied to the completion of specific deliverables tied to the Payment Schedule.*" What tasks are designated as time and materials tasks to be priced in this section?

The designated time and materials task is "General Program Assistance" as specified in Section VII of the Pricing Sheet. This appears in the Pricing Sheet (Addendum #7) in Section VII which lists "General Program Assistance (Time & Materials)" as a line item. Section 4.11 of the RFP (page 30) discusses additional tasks related to management and monitoring that would be formalized via Task Orders.

The hourly rates (Section III) you provide will serve as the basis for:

- Billing for General Program Assistance tasks
- Potential adjustments to task orders
- Additional work that may be assigned through future task orders

70. **Item VII. General Program Assistance & Closeout** requests a cost for "Closeout Activities (10% of overall contract)". Given that the total contract value is unknown to offerors at this time, as it is task order based with options for extension, how does the County want offerors to incorporate this 10% value into the price quoted for "Closeout Activities (10% of overall contract)"?

Similar to Start-Up Costs, provide your best estimate of Closeout Activities costs based on your understanding of the requirements. The 10% reference is a payment milestone rather than a strict limitation on what you can propose.

71. **Table X "Total Contract Price"** includes a line for "Recurring Operational Costs", and "General Program Assistance & Closeout". These rows do not correspond to previously included tables in the pricing template. What does the County want offerors to price in these two rows?

Table X is now Table IX, Addendum #7:

- "Recurring Operational Costs" should match the total from Table VI
- "General Program Assistance & Closeout" should match the total from Table VII

These rows summarize the totals from those respective tables to calculate the overall contract price.