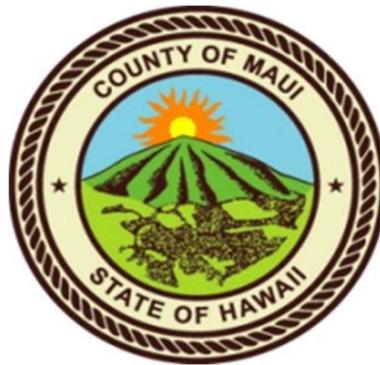


COUNTY OF MAUI OFFICE OF RECOVERY

DESIGN AND CONSTRUCTION IN SUPPORT OF COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR) SINGLE FAMILY HOMEOWNER RECONSTRUCTION PROGRAM

REQUEST FOR PROPOSALS

RFP No. [25-26/P-57]



Deadline for RFP Part 1 proposals: 4:00 p.m., HST on October 29, 2025

Deadline for RFP Part 2 proposals: 4:00 p.m., HST on December 19, 2025

Proposal received after the stated deadline will not be considered.

Proposals must be submitted via the Public Purchase System at www.publicpurchase.com

Notice to Offerors

RFP 25-26/P-57

**Design and Construction in Support of Community Development Block Grant –
Disaster Recovery (CDBG-DR) Single Family Homeowner Reconstruction
Program**

Pursuant to Chapter 103D, HRS, sealed proposals for Part 1 of this RFP shall be RECEIVED ELECTRONICALLY and recorded immediately via the **Public Purchase System** until **4:00 p.m., Hawaii Standard Time, on October 29, 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-BiddingImplementation Contractor- Registration-System](https://www.mauicounty.gov/DocumentCenter/View/91025/New-Electronic-BiddingImplementation%20Contractor-Registration-System)

The Public Purchase Registration site can be found at:

<https://www.publicpurchase.com/gems/register/vendor/register>

The County of Maui (“County”), Office of Recovery (“OOR”), OOR is soliciting proposals from prospective Offerors for the furnishing and paying for all materials, labor, transportation, goods, tools, supplies, equipment, machinery, and services incidental to and necessary to design and construct single family homes in support of recovery from the damage suffered from the Maui Wildfires (DR-4724) in August 2023. The recovery project is funded by the U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant for Disaster Recovery (“CDBG-DR”).

OOR is issuing this Request for Proposals (RFP), also referred to herein as solicitation, pursuant to 2 CFR 200, Hawaii Revised Statutes (HRS) Section 103D-303 and the Hawaii Administrative Rules (HAR) Chapter 3-122, Subchapter 6. The procurement for the Project involves a two-step process.

The RFP Part 1 process will solicit proposals from prospective Offerors as stated in RFP Part 1 Pre- Qualification of Offerors. In accordance with RFP Part 1, an evaluation will be conducted of each Proposal received and, on the basis of the evaluation, a list of **no more than three (3)** Pre-Qualified Offerors eligible to respond to RFP Part 2 to perform the Project will be generated.

The RFP Part 2 process will follow the submission requirements and evaluation outlined in RFP Part 2. Prospective Offerors are directed to review the Part II Section 15 of this RFP for detailed information on the procurement process for this solicitation.

Under this Request for Proposals (RFP), the County intends to award contracts to a **maximum of one (1)** Offeror. Selected firm will be responsible for overseeing all aspects of residential reconstruction, ensuring compliance with federal, state, and local requirements, and coordinating

closely with multiple County departments, the Implementation Contractor (HORNE LLP) (collectively referred to herein after as “Program Manager”), homeowners, and other stakeholders.

Documents received after the stated date and time may not be considered. All prospective Offerors and/or any sub-contractors shall have a State of Hawai'i professional engineer's license pursuant to Chapter 464, HRS and a Hawaii State Contractor's License Type “A” at the time of submission of Pre-Qualification Proposals in response to RFP Part 1 Pre-Qualification of Offerors.

RFP Part 1 must be received electronically via the Public Purchase (e-procurement system) by 4:00 PM (Hawaii Standard Time) on Wednesday, October 29, 2025 and RFP Part 2 must be submitted via email to cdbg-dr@mauicounty.gov, by 5:00 PM (HST) on Friday, December 19, 2025

Offerors shall possess valid Hawaii State Contractor's licenses and any other licenses necessary to perform the required work, which shall be valid at the time of RFP opening/closing. Offerors are required to comply with the newest procurement code Hawaii Revised Statutes Chapter 103D, any rules and regulations and policy directives issued with respect to Chapter 103D, and any amendments thereof. The project involves furnishing all labor, tools, materials and equipment as necessary to perform the work. Please refer to Electronic Procurement System for detailed information on the electronic procurement system. The Chief Procurement Officer reserves the right to cancel this solicitation or reject any or all Offers in whole or in part if deemed to be in the best interest of OOR.

Part 2 RFP proposals must be accompanied by an acceptable form of proposal security in amount not less than five percent (5%) of the amount total sum proposal, including additives, payable to the “County of Maui”, and in compliance with Section 103D-323, Hawaii Revised Statutes, as amended.

Any questions or written requests for clarification regarding Part 1 of this Request for Proposals must be submitted through the Public Purchase system. Questions or requests for clarifications on Part 1 of this Request for Proposals must be submitted in writing no later than October 15, 2025.

Any questions or written requests for clarification regarding Part 2 of this Request for Proposals must be submitted via email to cdbg-dr@mauicounty.gov. Questions or requests for clarifications on Part 2 of this Request for Proposals must be submitted in writing no later than December 3, 2025.

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



Marcy Martin
Director of Finance
County of Maui

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Part I – DEFINITIONS

1. **DEFINITIONS**

- 1.1. **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.
- 1.2. **Bid/Proposal Package:** A bid/proposal is a document submitted by a contractor in response to some type of solicitation to be used as a basis for discussions or for entering into a contract.
- 1.3. **Offerors:** A firm or group of firms capable of providing development, architecture, engineering, construction management, and general contractor services in support of the County of Maui's CDBG-DR program.
- 1.4. **Offeror/Vendor:** One who submits a response to a solicitation.
- 1.5. **County/The County/COM/Maui County:** Refers to the County of Maui.
- 1.6. **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.
- 1.7. **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. The Program has set liquidated damages for not completing the work within 250 calendar days for reconstruction projects commencing on the date specified in written Notice to Proceed, including all officially approved extensions thereto, to be one percent (1.0%) of the total aggregate contract amount assessed PER DAY, per individually assigned Project. The Contractor may be liable for liquidated damages in the amount of one percent (1.0%) of the total aggregate contract amount assessed PER DAY, per affected Projects, if Construction Manager fails to complete the work within the contracted period.
- 1.8. **OOR/County OOR:** shall mean the County of Maui, Office of Recovery
- 1.9. **Program Manager:** County designated Program management staff from County of Maui and/or HORNE LLP.
- 1.10. **Responsible:** Offerors, 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.
- 1.11. **Responsive:** A Construction Manager, 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.
- 1.12. **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.

Part II - INTRODUCTION

1. **RFP PURPOSE**

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.

It is the fifth deadliest wildfire in U.S. history and the worst natural disaster in Hawaii's history. Assessments show damage resulting in nearly \$6 billion in property losses and caused nearly 12,000 displaced residents.

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.

The County of Maui ("County"), Office of Recovery ("OOR"), OOR is soliciting proposals from prospective Offerors for the furnishing and paying for all materials, labor, transportation, goods, tools, supplies, equipment, machinery, and services incidental to and necessary to design and construct single family homes in support of recovery from the damage suffered from the Maui Wildfires (DR-4724) in August 2023. The recovery project is funded by the U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant for Disaster Recovery ("CDBG-DR").

OOR is issuing this Request for Proposals (RFP), also referred to herein as solicitation, pursuant to 2 CFR 200, Hawaii Revised Statutes (HRS) Section 103D-303 and the Hawaii Administrative Rules (HAR) Chapter 3-122, Subchapter 6. The procurement for the Project involves a two-step process.

The RFP Part 1 process will solicit proposals from prospective Offerors as stated in RFP Part 1 Pre-Qualification of Offerors. In accordance with RFP Part 1, an evaluation will be conducted of each Proposal received and, on the basis of the evaluation, a list of **no more than three (3)** Pre-Qualified Offerors eligible to respond to RFP Part 2 to perform the Project will be generated.

The RFP Part 2 process will follow the submission requirements and evaluation outlined in RFP Part 2. Prospective Offerors are directed to review the Part II Section 15 of this RFP for detailed information on the procurement process for this solicitation.

Under this Request for Proposals (RFP), the County intends to award contracts to a **maximum of one (1)** Offeror. Selected firm will be responsible for overseeing all aspects of residential reconstruction, ensuring compliance with federal, state, and local requirements, and coordinating closely with multiple County departments, the Implementation Contractor (HORNE LLP) (collectively referred to herein after as "Program Manager"), homeowners, and other stakeholders.

Documents received after the stated date and time may not be considered. All prospective Offerors and/or any sub-contractors shall have a State of Hawai'i professional engineer's license pursuant to Chapter 464, HRS and a Hawaii State Contractor's License Type "A" at the time of

submission of Pre-Qualification Proposals in response to RFP Part 1 Pre-Qualification of Offerors.

RFP Part 1 must be received electronically via the Public Purchase (e-procurement system) by 4:00 PM (Hawaii Standard Time) on Wednesday, October 29, 2025 and RFP Part 2 must be submitted via email to cdbg-dr@mauicounty.com, by 4:00 PM (HST) on Friday, December 19, 2025

Offerors shall possess valid Hawaii State Contractor's licenses and any other licenses necessary to perform the required work, which shall be valid at the time of RFP opening/closing. Offerors are required to comply with the newest procurement code Hawaii Revised Statutes Chapter 103D, any rules and regulations and policy directives issued with respect to Chapter 103D, and any amendments thereof. The project involves furnishing all labor, tools, materials and equipment as necessary to perform the work. Please refer to Electronic Procurement System for detailed information on the electronic procurement system. The Chief Procurement Officer reserves the right to cancel this solicitation or reject any or all Offers in whole or in part if deemed to be in the best interest of OOR.

Proposals must be accompanied by an acceptable form of proposal security in amount not less than five percent (5%) of the amount total sum proposal, including additives, payable to the "County of Maui", and in compliance with Section 103D-323, Hawaii Revised Statutes, as amended.

2. **PROJECT DESCRIPTION**

A maximum of 250 single-family homes impacted by the August 2023 Maui wildfires are anticipated to be reconstructed using CDBG-DR funds. Development of single-family homes for eligible owner-occupants on scattered sites within the burn zones. Completed homes must be move-in ready upon completion and must comply with all state and local permit requirements, universal accessible design, and fire-wise construction and landscaping.

In the wake of the August 2023 wildfires, the County of Maui has recognized the urgent need to integrate resilient Firewise design and practices into its reconstruction efforts. As Maui undertakes the development of a maximum of 250 single-family homes for owner-occupants within the burn zones, the County is committed to constructing homes and communities that embody the core values of a Firewise definition—prioritizing safety, resilience, and preparedness. This means ensuring new homes are not just move-in ready but designed and landscaped in accordance with Firewise guidelines: utilizing fire-resistant materials, thoughtful site planning, defensible space, and universal design. These choices serve to reduce wildfire risk and promote long-term sustainability.

Selected Offerors will be responsible for completing the following:

- design of standard plan sets for reconstruction of single-family homes as part of the Ho'okumu Hou Single Family Homeowner Reconstruction program,
- construction of the homes using selected standard plan sets, and
- construction management services.

Selected Offerors will be highly qualified, and capable of completing required design work, developing standard plan sets, reconstructing single family residential units, and providing construction management services. Offerors must demonstrate an understanding of Maui County's unique cultural heritage and historical significance and be capable of effectively operating within that framework. Offerors must also demonstrate sufficient capacity to ensure

compliance with local, state and federal statutory requirements for CDBG-DR funds and to ensure delivery of construction services within the contract period. As outlined in the following Request for Proposals (“RFP”), Offerors are responsible to the County OOR for the execution of the following activities:

- **CONSTRUCTION MANAGEMENT SERVICES:** The Offerors shall be responsible for close coordination with the Program Manager to ensure compliance with all applicable federal funding requirements under the CDBG-DR program. Offerors must ensure the timely and cost-effective delivery of reconstructed single-family residential structures, meeting required delivery schedules, staying within established budgets, and adhering to all federal, state, and local regulations. To achieve these objectives, Offerors will be responsible for providing comprehensive construction management services, including but not limited to:
 - **Project Planning and Scheduling:** Development and oversight of detailed project timelines, milestones, and resource allocation to ensure efficient execution.
 - **Budget Management and Cost Control:** Monitoring of project budgets, cost estimates, and financial reporting to ensure fiscal responsibility and transparency.
 - **Procurement and Contract Administration:** Coordination of subcontractor selection, contract negotiation, and compliance with procurement policies and procedures.
 - **Quality Assurance and Control:** Implementation of quality control protocols, inspections, and corrective actions to ensure construction meets design specifications and regulatory standards.
 - **Regulatory Compliance Oversight:** Ensuring adherence to HUD, CDBG-DR, environmental, safety, and building code requirements throughout the project lifecycle.
 - **Coordination with Design and Engineering Teams:** Facilitating communication between architects, engineers, and construction crews to resolve design issues and maintain project alignment.
 - **Site Supervision and Safety Management:** Oversight of daily construction activities, enforcement of safety protocols, and resolution of on-site challenges.
 - **Stakeholder Engagement and Communication:** Maintaining regular communication with property owners, their families, support networks, and case management teams to ensure transparency, responsiveness, and satisfaction.
 - **Documentation and Reporting:** Maintaining accurate records of project progress, change orders, inspections, and compliance documentation for audit and closeout purposes.
 - **Final Inspection and Closeout:** Coordination of final inspections, punch list completion, and issuance of certificates of occupancy to facilitate project closure.

Offerors will be actively engaged from project assignment through final closeout, ensuring that each home is delivered safely, efficiently, and in full compliance with program requirements, while maintaining a strong focus on homeowner satisfaction and community resilience.

- **ARCHITECTURAL AND ENGINEERING SERVICES:** The Offerors shall perform, or cause to be performed, architectural and engineering services in support of the construction and reconstruction of single-family residential homes (the “Project”) for the CDBG-DR program. To successfully complete assigned projects, the Offerors will be capable of providing a comprehensive suite of A/E services, including but not limited to:
 - **Site Assessments and Feasibility Studies:** Evaluation of existing site conditions, topography, soil stability, drainage, and access to utilities.
 - **Architectural Design Services:** Development of schematic designs, design development documents, construction drawings, and specifications that meet program requirements, building codes, and homeowner needs.
 - **Structural Engineering:** Design and analysis of load-bearing systems, framing, roofing, and foundation structures to ensure safety and compliance.
 - **Civil Engineering:** Site grading, stormwater management, utility layout, and roadway access planning.
 - **Mechanical, Electrical, and Plumbing (MEP) Engineering:** Design of HVAC systems, electrical distribution, lighting, water supply, and waste systems.
 - **Firewise Design and Wildfire Mitigation:** Incorporation of fire-resistant materials, defensible space planning, vegetation management, and other wildfire-adapted construction practices to reduce risk and enhance community safety.
 - **Hurricane-Resilient Design and Mitigation:** Incorporation of wind- and impact-resistant materials, reinforced structural systems, roof tie-downs, flood and storm surge protection measures, and other hurricane-adapted construction practices to reduce risk and enhance community safety.
 - **Elevation and Foundation Design:** Engineering solutions for elevated structures in flood-prone areas, including pier, pile, and slab foundations.
 - **Environmental Reviews and Compliance:** Preparation of environmental assessments and documentation in accordance with NEPA, HUD, and local environmental regulations.
 - **Energy Efficiency and Sustainability Planning:** Integration of energy-efficient systems, materials, and design strategies to promote long-term resilience and cost savings.
 - **Accessibility and Universal Design:** Incorporation of ADA-compliant features and universal design principles to ensure safe and inclusive housing. All design and construction must be accessible to individuals with disabilities pursuant to

Titles II and III of the Americans with Disabilities Act.

- **Permitting and Regulatory Coordination:** Preparation and submission of documents required for local, state, and federal permits and approvals.
- **Construction Administration and Coordination:** Support during construction through site visits, design clarifications, change order reviews, and coordination with contractors to ensure adherence to design intent and quality standards.

All services shall be performed in compliance with applicable local, state, and federal regulations, including HUD guidelines and CDBG-DR program requirements.

- **RESIDENTIAL CONSTRUCTION SERVICES:** The Offerors shall perform, or cause to be performed, the construction and reconstruction of single-family residential homes (the “Project”) for the CDBG-DR program. In order to complete assigned projects, the Offerors will be capable of providing a full range of residential construction services, including but not limited to:

- **Demolition Services:** Safe removal of existing structures and debris, as required to facilitate reconstruction of the primary residence.
- **Site Preparation:** Grading, excavation, and utility coordination, with attention to creating defensible space and safe access routes for wildfire mitigation.
- **Elevation and Foundation Services:** Design and installation of compliant foundations, including elevation for flood mitigation.
- **Framing and Structural Work:** Wood or metal framing, load-bearing systems, and roofing structures, designed with fire-resistant materials and assemblies.
- **Roofing and Exterior Finishes:** Installation of Class A fire-rated roofing systems, non-combustible siding, ember-resistant vents, and fire-rated windows and doors.
- **Mechanical, Electrical, and Plumbing (MEP):** Installation of HVAC systems, electrical wiring, lighting, water supply, and drainage systems with protective measures to reduce wildfire vulnerabilities.
- **Interior Construction:** Drywall, insulation, flooring, cabinetry, and painting using fire-resistant materials where feasible.
- **Accessibility and Safety Features:** ADA-compliant modifications, handrails, ramps, and smoke detectors to achieve universal design standards. All design and construction must be accessible to individuals with disabilities pursuant to Titles II and III of the Americans with Disabilities Act, with integration of fire alarms and safety devices to support wildfire preparedness.
- **Energy Efficiency and Resiliency Measures:** Installation of energy-efficient appliances, insulation, and resilient building materials.
- **Firewise Landscaping:** Design and implementation of defensible space, fire-resistant planting, strategic placement of trees and shrubs, and use of non-

combustible hardscaping materials to reduce fire risk around structures.

- **Final Inspection and Closeout:** Quality assurance, code inspections, punch list completion, and documentation, including verification of compliance with Firewise and wildfire mitigation standards.

All services shall be performed in compliance with applicable local, state, and federal regulations, including HUD guidelines, Firewise standards, and CDBG-DR program requirements.

3. PROJECT FUNDING

- 3.1. As notice to all Offerors, this project is funded in whole or in part by the U.S. Department of Housing and Urban Development (HUD) Disaster Recovery (CDBG-DR). The Offerors agree 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 Offerors and sub-contractors.
- 3.2. Offerors 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.
- 3.3. The Offerors 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 Offerors shall hold the U.S. Department of Housing and Urban Development and County of Maui harmless against all claims of whatever nature arising out of the Offerors performance of work under this solicitation, to the extent allowed and required by law.
- 3.4. The Offerors and sub-contractors to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of HUD, the County of Maui, the Auditor General or other 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.

4. SUBMISSION INSTRUCTION & PROVISIONS

RFP Part 1 must be received electronically via the Public Purchase (e-procurement system) by **4:00 PM (Hawaii Standard Time) on Wednesday, October 29, 2025** and RFP Part 2 must be submitted via email to **cdbg-dr@mauicounty.com**, by **4:00 PM (HST) on Friday, December 19, 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 submission error or oversight.

- 4.1. Proposal shall include all applicable taxes, services, personnel costs, travel, and all other related expenses.
- 4.2. Offeror shall not submit more than one (1) offer.
- 4.3. 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.
- 4.4. 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.

4.5. 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.

4.6. Should not contain links to other Web pages.

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.
- Offerors who submit a proposal and floor plan sets but are not awarded this Project, will not be compensated for their conceptual design.

6. *PRE-PROPOSAL CONFERENCE*

A **non-mandatory** pre-proposal conference for prospective Offerors interested in submitting a Pre-Qualification Proposal in response to RFP Part 1 Pre-Qualification of Offerors will be held pursuant to HRS § 103D-303.5(a) and HAR § 3-122-16.05. All prospective and interested offerors are required to attend. Oral representations made at the pre-proposal conference or at any other time shall not be binding on the Board.

The pre-proposal conference will be held virtually on October 7, 2025 at 1:00 pm (HST).

Location: Microsoft Virtual Teams Meeting. Use the link below to receive meeting information:

<https://app.smartsheet.com/b/form/72ad670d17b1428ea18571ef63757d7c>

7. *QUESTIONS AND CLARIFICATIONS*

Offerors shall submit all comments, questions, and requests for clarification, to correct errors, or substitutions via the e-procurement system by the deadline listed in RFP Part 1 Procurement Schedule.

RFP Part 2 shall be submitted via email to cdbg-dr@mauicounty.gov.

This will allow issuance of any necessary amendments to this solicitation. It will also assist in preventing the opening of Pre-Qualification Proposals upon which award may not be made due to a defective solicitation. For RFP Part 1, only written comments, questions, and requests submitted via the e-procurement system by the deadline will be considered. Oral comments, questions, and requests either in person or by phone will not be accepted or considered. Comments, questions, and requests to any other office, consultant, employee, or other agency will not be considered.

The County of Maui Office of Recovery (OOR) will respond only to those comments, questions, and requests that OOR deems to be material and that are not adequately addressed in previously provided documents. OOR will state the comments, questions, and requests along with its responses and make those available to all prospective Offerors in RFP Part 1 and all Pre-Qualified Offerors in RFP Part 2. OOR reserves the right to rephrase and consolidate comments, questions,

and requests concerning the same or similar subject. OOR will not post or respond to comments, questions, and requests for clarification that:

- A. Are claimed to be confidential or to contain confidential information or
- B. Request confidential responses.

OOR will provide written responses subject to the dates set forth in the Procurement Schedule.

If it appears to an offeror that the performance of the work or any matter relating thereto is not sufficiently described or explained in the proposal documents, or that a discrepancy exists between different parts thereof, or that the full intent of the proposal documents is not clear, the offeror shall submit a written request (questions) to the Director of OOR for clarification not less than ten (10) calendar days prior to the day designated for opening of proposals.

Requests shall be submitted via the Public Purchase System – Portal or emailed to cdbg-dr@mauicounty.gov. If clarification is required by the Managing Director of OOR, it shall be issued in the form of an addendum. No oral interpretation, instruction, or information regarding the proposal documents given by any officer or employee of the County shall be binding. Offerors shall refer to Subsection 2.10 – Clarification of Proposal Documents of the County of Maui General Terms and Conditions (Exhibit 5) and any applicable Special Provisions.

8. PROCUREMENT SCHEDULE

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:

Estimated Procurement & Contract Initiation Key Dates	
Task Description	Date
Part 1 – Prequalification of Offerors	
RFP Posting Date	September 24, 2025
Pre-Proposal Conference (At least 15 days prior to submission deadline)	October 7, 2025
Deadlines to Submit Questions for Part 1	October 15, 2025
Questions and Addendum must be published (At least 5 days prior deadline)	October 24, 2025
Proposal Due	October 29, 2025
Pre-Qualification Notice	November 14, 2025
Part 2	
Discussions with Pre-Qualified Offerors	November 19, 2025
Deadline for Submit Questions for Part 2	December 3, 2025
Response to Questions for Part 2	December 12, 2025
RFP Part 2 Pricing Proposals Due	December 19, 2025
Award Date (Notice of Award)*	January 9, 2026
Finalization of Contract*	January 23, 2026
Offeror's Execution and Return of Contract*	January 28, 2026
County Contract Execution *	February 6, 2026
<i>*Dates are Approximate</i>	

9. 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. Offerors are responsible for confirming the existence of any addenda up until the day of the proposal opening. Failure by the offeror to receive any addendum shall not relieve the offeror from any obligation under its proposal as submitted. No oral interpretation, instruction, or information regarding the proposal documents given by any officer or employee of the County shall be binding. Offeror is responsible for monitoring Public Purchase for any and all addenda. Signed acknowledgment of receipt of any addendum is required.

Offerors shall base their proposal on the terms and conditions contained in the proposal documents. Any change to the proposal documents shall be made by written addendum. No addenda will be issued during the **five (5) days preceding** the date of the proposal opening (not including the proposal opening date), unless the purpose of the addenda is to postpone the date of proposal opening. Offerors shall refer to Part IV Special Conditions, any Addenda of the County of Maui General Terms and Conditions (Exhibit 5), and any applicable Special Provisions.

OOR reserves the right to revise RFP Part 1 by issuing an addendum to it at any time prior to the RFP Part 1 Pre-Qualification Proposals due date specified in the Procurement Schedule.

OOR reserves the right to revise RFP Part 2 by issuing an addendum to it at any time prior to the RFP Part 2 Proposal due date specified in the Procurement Schedule. Additionally, OOR may revise the RFP as provided for in HAR 3-122-16.06.

10. CONFIDENTIALITY

- 10.1. 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.”
- 10.2. 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.”
- 10.3. 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.
- 10.4. 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.**

11. LEGAL RESPONSIBILITIES & CERTIFICATION

- 11.1. 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.
- 11.2. 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.

12. *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 one (1) prime Offeror and not with multiple firms doing business as a joint venture.

13. *MODIFICATION OR 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. A Proposal may be modified or withdrawn prior to the Part 1 Proposal Due Date or the Part 2 Proposal Due Date in accordance with HAR § 3-122-16.07

14. *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.

15. *BASIS FOR SELECTION*

OOR is issuing this solicitation pursuant to HRS Section 103D-303 and HAR Chapter 3-122, Subchapter 6. The procurement for the Project involves a two-step process, Part 1 Pre-Qualification of Offerors and RFP Part 2.

15.1. *RFP Part 1 Pre-Qualification of Offerors*

The RFP Part 1 process will solicit proposals from prospective Offerors. Questions, comments, and requests will only be incorporated into the RFP Part 1 if an addendum is issued to reflect the change. All addenda must be acknowledged by the prospective Offeror. In accordance with RFP Part 1, Pre-Qualification of Offerors, an evaluation will be conducted of each Proposal received and, based on the evaluations, a list of **no more than three (3)** Pre-Qualified Offerors eligible to respond to RFP Part 2 to perform the Project will be generated.

Proposals submitted in response to RFP Part 2 will only be accepted from Pre-Qualified Offerors. Before any Proposals to RFP Part 2 are accepted for submission, no more than three Offerors will be pre-qualified and ranked according to the criteria and points below. To be pre-qualified, Offerors must submit Pre-Qualification Proposals addressing the following pre-qualification criteria by the date specified in RFP Part 1, Procurement Schedule.

Criteria	Points
Experience, Qualifications, Past Performance and References (Criteria A)	25
Capacity to Complete Work within Required Timeline (Criteria B)	25
Proposed Methodology (Criteria C)	15
Submitted Sample Home Rendering's Alignment with RFP Priorities and Scope (Criteria D)	25
Overall responsiveness, clarity, and organization of Solicitation Response (Criteria E)	10

MAXIMUM TOTAL	100
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Pre-Qualification Criteria:

Offerors that submit a Proposal to be pre-qualified shall be ranked according to the summation of the total score for each of the following criteria. Where “0” is indicated, the failure of an Offeror to meet the criteria will result in rejection of the Offeror’s Proposal as non-responsive.

Experience, Qualifications, Past Performance, and References

This criterion evaluates the proposer’s background and demonstrated ability to successfully deliver similar projects. Proposals will be evaluated on the firm’s professional history, staff credentials, and organizational expertise. Past performance on comparable projects—especially federally funded or HUD-related work—is weighed heavily, along with references from prior clients confirming reliability, quality of work, and adherence to timelines and compliance requirements.

Capacity to Complete Work within Required Timeline

This criterion assesses whether the proposer has adequate staffing, resources, systems, and management structure to perform the work within the schedule defined by the RFP. Proposals will be evaluated on current workload, fiscal capacity, availability of key staff, and the proposer’s track record of meeting deadlines. The focus is on ensuring the proposer can mobilize quickly, maintain pace, and deliver all required products without delay.

Proposed Methodology

This criterion measures the clarity, feasibility, and effectiveness of the proposer’s approach to fulfilling the scope of work. Proposals will be evaluated on how well the methodology addresses project goals, ensures compliance with applicable regulations, and incorporates quality control measures. Innovative, practical, and well-structured approaches that demonstrate an understanding of HUD and County requirements will receive higher scores.

Submitted Sample Home Rendering’s Alignment with RFP Priorities and Scope

This criterion measures the quality and relevance of submitted rendering(s) against the priorities outlined in the RFP. The evaluation focuses on whether the designs meet program objectives such as resilience, sustainability, accessibility, cultural appropriateness, and cost-effectiveness. Renderings should demonstrate both technical accuracy and alignment with the County’s vision for rebuilding.

Overall Responsiveness, Clarity, and Organization of Solicitation Response

This criterion reflects the professionalism and thoroughness of the proposal itself. Proposals will be evaluated to consider whether the submission addresses all required components, follows instructions, and is well-organized, clear, and easy to evaluate. A responsive, polished proposal indicates attention to detail, strong communication skills, and the proposer’s ability to work effectively with the County throughout the project.

The objective of RFP Part 1 is to generate a list of no more than three (3) Pre-Qualified Offerors with the legal, technical, financial, and management capability, capacity, and experience necessary to successfully undertake and complete the Work. Accordingly, RFP 1 Pre-Qualification Proposals will be evaluated for responsiveness and against certain pass/fail criteria and qualitative evaluation factors, as described above in accordance with HAR 3-122-

52 and 3-122-53. RFP Part 1 Proposals that are responsive and meet the minimum or pass/fail criteria will be classified as potentially acceptable and eligible to be scored.

An evaluation will be conducted on each RFP Part 1 Pre-Qualification Proposal received that have been classified as potentially acceptable and, based on the total points, using the summation from the Pre-Qualification criteria for each prospective Offeror, a list of no more than three Pre-Qualified Offerors eligible to respond to RFP Part 2 to perform the Project will be generated. In the event that prospective Offerors have the same total points and results in more than **three (3)** Pre-Qualified Offerors, the tie-break will be based on the highest average Pre-Qualification Proposal for Criteria B and C. If there is a tie using this tie-break, the second tie-break will be based on the highest score for Criteria D. Discussions may be conducted with “priority-listed offerors” pursuant to section 3-122-53, however, proposals may be accepted without discussions.

The top three (3) ranked Offerors shall be listed as the Pre-Qualified Offerors. OOR will notify the Pre-Qualified Offerors of selection/non-selection via written notice by the date specified in RFP Part 1, Procurement Schedule.

15.2. RFP Part 2

Only Proposals submitted by Pre-Qualified Offerors will be considered for evaluation or award pursuant to this Solicitation.

Following the determination of the Pre-Qualified Offerors, OOR will schedule discussions on RFP Part 2 with the Pre-Qualified Offerors. Offerors will be asked to submit Cost Proposals for square foot development costs, standard floorplans and materials information for the renderings submitted during Phase 1, and site-work line-item pricing (see sample pricing sheet in Exhibit 3). The one (1) Offeror with the highest scoring Phase 2 score will be awarded. Following notification of award, OOR intends to execute a Contract with the awardee.

Criteria	Points
Quality of Proposed Construction Materials	25
Standard Floorplan’s Compliance with RFP Required Design Elements	25
Technical Approach to Construction and Design	15
Cost Proposals	35
Total	100

Quality of Proposed Construction Materials

This criterion assesses the durability, sustainability, and suitability of the construction materials the proposer intends to use. Proposals will be evaluated based on whether materials meet or exceed industry standards, HUD and County requirements, and resilience goals (e.g., wildfire resistance, energy efficiency, climate adaptation). Materials that demonstrate long-term performance, cost-effectiveness, low maintenance, and alignment with program priorities such as safety and sustainability will receive higher scores.

Standard Floorplan’s Compliance with RFP Required Design Elements

This criterion measures how well the proposer’s standard floorplan aligns with the specific design features required in the RFP. Evaluation will focus on whether the layout incorporates mandated elements such as Firewise construction standards, accessibility features, universal design

considerations, energy efficiency, and cultural/community appropriateness. A strong submission will provide clear documentation showing full compliance, with thoughtful integration of required elements.

Technical Approach to Construction and Design

This criterion evaluates the proposer's construction methodology and technical design strategies. Proposals will be evaluated on the incorporation of innovative techniques to streamline construction timeframes, enhance structural resiliency, and improve overall build quality. Submissions will be assessed on the practicality and effectiveness of construction sequencing, use of modern building technologies or systems, and how well the approach supports durability, safety, and compliance with program requirements.

Cost Proposals

This assesses the reasonableness, transparency, and competitiveness of the proposer's cost proposal. Reviewers should evaluate whether costs are well-documented, consistent with market standards, and aligned with the project's budget constraints. High scores go to proposals that balance affordability with quality — demonstrating cost efficiency without sacrificing durability, compliance, or design integrity. Proposals that lack clarity in cost breakdowns or appear inflated should score lower.

Clarification discussions, at the County's sole option, may be conducted with Pre-Qualified Offerors who submit Solicitation Responses determined to be acceptable and competitive. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of the Solicitation Responses. Such revisions may be permitted after submission and prior to award. In conducting discussions, there shall be no disclosure by the Program of any information derived from the Solicitation Responses submitted by competing Offerors.

Details concerning the discussions will be made available only to the Pre-Qualified Offerors. Clarifications resulting from the discussions or clarification requests from the Pre-Qualified Offerors will only be incorporated into the RFP Part 2 if an addendum is issued to reflect the change. All addenda must be acknowledged by the Pre-Qualified Offeror. OOR will evaluate the RFP Part 2 Proposals received based on the evaluation criteria set forth and intends to select the **one (1) Offerors** that submit the lowest pricing as described in this RFP.

Offeror's pricing shall be submitted to the County via email to cdbg-dr@mauicounty.gov on or before the deadline called specified in the schedule above. If an Offeror fails to do so, the County reserves the right to see pricing from other Pre-Qualified Offerors. The Pricing will be evaluated by the Evaluation Committee. The County shall consider the average of Pricing Proposals provided by Offerors along with site-specific construction cost data to establish the cost benchmarks for each Project.

15.3. Award and Pricing Methodology

Any award is contingent upon agreement to final contract terms. The County reserves the right to request a Best and Final Offer (BAFO) from selected Offerors. Final contract amounts may be subject to negotiation between the County through the BAFO request and the selected Offerors. Final contract amounts must provide the best value for the Program, considering the effect of the purchase on agency productivity and all other best value factors described herein.

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Part III – CONTRACTING

1. TERM

The term of the contract shall be two (2) years, with an option to renew for two (2) additional one (1) year terms, contingent upon review of Performance and review of the Scope of Work as set forth in this RFP and Project closeout. The selected Offerors be ready to perform its obligations under this RFP within 30 days of execution of the Contract and issuance of a Task Order, upon receipt of the Notice to Proceed.

The shall be responsible for furnishing and delivering to the County requesting Department(s) the commodity or services on an “as needed basis” for a two (2) 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 two additional renewals for one (1) year terms. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

The County reserves the right to utilize the Offerors qualified under this Solicitation for any disaster recovery projects within the County for which the County is the contracting authority. However, the County’s utilization of the qualified Offerors shall not interfere with the services provided in accordance with any contract resulting from this solicitation.

2. CONTRACT ADMINISTRATION

- 2.1. 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.
- 2.2. 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.
- 2.3. During the term of any Contract awarded under this Solicitation, the County may request Offerors to perform Projects subject to specific work authorization in the form of a Notice to Proceed (NTP) for an individual application. No onsite construction activities are to proceed without an NTP.
- 2.4. A sample Contract is included with this Solicitation as Exhibit 2. All Contracts shall be in writing, signed by both the Construction Management team and shall include a scope of services, a list of tasks to be performed by Offerors, a time schedule, a list of deliverables, if any, and such other information or special conditions as may be necessary for the work requested.
- 2.5. 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 construction services and work to provide pursuant to this Agreement/Contract:
 - 2.5.1. No amount of work is guaranteed upon the execution of an agreement/contract.
 - 2.5.2. Pricing and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
 - 2.5.3. 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.
 - 2.5.4. 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.
 - 2.5.5. The County reserves the right to add or delete, individual and or all tasks or

services associated with this agreement at any time.

2.5.6. 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.

3. *PROJECT ASSIGNMENTS*

Individual single-family homeowner reconstruction projects 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. *WAIVER OF CLAIMS*

Once this contract expires, or final payment has been requested and made, the awarded Offeror 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 Offeror to have waived any right to claims against the County concerning this agreement.

5. *COUNTY OF MAUI PAYMENT PROCEDURES*

- 5.1. The awarded Offeror is requested to mail an original invoice to:
County of Maui Office of Recovery
200 South High Street
Wailuku, HI 96793
- 5.2. 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. Payments will only be issued at 50% and 100% of project completion. Offeror must request a progress and final inspection prior to submitting an invoice for costs. Inspections must be passed before payment is issued.

6. *SHIPPING (if applicable)*

- 6.1. 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.
- 6.2. 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.

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Part IV – TERMS AND CONDITIONS

1. ORDER OF PRECEDENCE

If a conflict exists between the “Terms and Conditions” the following order of precedents will apply:

- 1.1. County of Maui, General Terms and Conditions (Exhibit 5)
- 1.2. State of Hawaii Requirements
- 1.3. Special Conditions and Supplemental Instructions
- 1.4. Detailed Scope of Work
- 1.5. Other Terms and Conditions Specified within this RFP

2. COUNTY OF MAUI GENERAL TERMS & CONDITIONS:

The County of Maui General Terms and Conditions (Exhibit 5) for Construction Contracts shall be made a part of the proposal documents, and can be found at the following link(s): <https://www.mauicounty.gov/DocumentCenter/View/3181/Construction-and-Bond--GTC>

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.

Bid protest procedures shall be followed in accordance with State of Hawaii guidelines available here: <https://spo.hawaii.gov/for-vendors/vendor-guide/protests-for-goods-services-construction/>

3. STATE OF HAWAII REQUIREMENTS

3.1. REQUIRED CERTIFICATES: 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

3.2. HAWAII COMPLIANCE EXPRESS (HCE): The awarded Offeror and all subcontracts must obtain an HCE certificate. Offeror's and all subcontractors are encouraged to use the HCE website to assist them in obtaining the above certificates. The State website is <https://vendors.ehawaii.gov/hce/>. 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 is prepared for execution, following award. Failure to produce these documents may result in rejection of the offeror's proposal. For new users of HCE, or out-of-state Offerors, 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.

3.3. HAWAII CERTIFIED ENTERPRISES: 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.

3.4. EMPLOYMENT OF STATE RESIDENTS: Proposers are advised of the

applicability of Act 68, SB 2840, Employment of State Residents on Construction Procurement Contracts, (2010) (“Act 68”). Act 68 requires the awarded contractor to ensure that Hawaii Residents (as defined in the Act) composed of not less than eighty percent (80%) of the workforce employed to perform the contract. This requirement shall also apply to subcontracts of \$50,000 or more in connection with any construction contract procured under HRS Chapter 103D but does not apply to procurements made pursuant to HRS 103D-304 (professional services), HRS 103D-305 (small purchases), or if there is a conflict with any federal law. See Appendix E.

3.5. PREVAILING WAGES: The contractor shall comply with Chapter 104, HRS, relating to Wages and Hours of Employees on Public Works. Wages to be paid to laborers and mechanics on this project shall be no less than the minimum prevailing wage, as determined by the Director of the Department of Labor and Industrial Relations. The wage rate schedules are issued on or about February 15 and September 15 of each year. A copy of the current minimum wage rate schedule can be downloaded at the DLIR website: <https://labor.hawaii.gov/rs/home/wages/72-2/>. See Exhibit 6 for current prevailing wage rates and compliance requirements related to Chapter 104, HRS.

Notwithstanding the provisions of the contract, the prevailing wages shall be periodically adjusted during the performance of the contract in an amount equal to the change in the prevailing wages as periodically determined by the Director of Labor and Industrial Relations.

Offerors shall refer to Subsection 6.14 - Rate of Wages for Laborers and Mechanics of the County of Maui General Terms and Conditions (Exhibit 5) and any applicable Special Provisions.

3.6. SAFETY AND HEALTH PROGRAMS: Pursuant to Section 396-18, HRS, relating to Safety and Health Programs for Contractors Bidding on State Construction Jobs, offerors whose bid and proposal are in excess of \$100,000 shall submit a signed “Certification of Compliance, HRS 396-18, Safety and Health Programs” with their bid and proposal stating that a written safety and health plan for the job will be available and implemented by the notice to proceed date. Failure to submit a signed “Certification of Compliance HRS 396-18, Safety and Health Programs” with a bid and proposal may be grounds for the County to disqualify an offeror and reject its proposal.

Failure to have available and implement the written safety and health plan by the notice to proceed date shall be considered willful noncompliance and be sufficient grounds for the County to terminate the contract.

At a minimum, the written safety and health plan shall include:

- A safety and health policy statement reflecting management commitment;
- A description of the safety and health responsibilities of all levels of management and supervisors on the job and a statement of accountability appropriate to each;
- The details of:
 - The mechanism for employee involvement in job hazard analysis;
 - Hazard identification, including periodic inspections and hazard correction and control;
 - Accident and "near-miss" investigations; and
 - Evaluations of employee training programs;
- A plan to encourage employees to report hazards to management as soon as

- possible and to require management to address these hazards promptly; and
- A certification by a senior corporate or company manager that the plan is true and correct

4. SPECIAL CONDITIONS AND SUPPLEMENTAL INSTRUCTIONS

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. Offerors 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.

The Contractor shall keep fully informed of all applicable federal, state and county laws, ordinances, codes, rules and regulations, governmental general and development plans applicable to this project, including, but not limited to those listed below.

The Contractor shall comply with all such laws, ordinances, codes, rules, regulations, design standards and criteria, governmental general and development plans. If any discrepancy or inconsistency is discovered between the contract and any such law, ordinance, code, rule, regulation, design standard, design criterion, and governmental general and development plans, the Contractor shall immediately report the same in writing to OOR.

The Contractor shall obtain all necessary permits and approvals for the performance of the contract and shall pay for all charges in connection with such permits.

In addition to the State of Hawaii requirements, Special Conditions for Federally Funded Projects outlined in the County of Maui General Terms and Conditions (Exhibit 5) for Construction Contracts, Offerors 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. WASTE DISPOSAL: Pursuant to 2 CFR § 200.322, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962).
- 4.3. 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. The awarded Offerors 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.
- 4.4. DEBARMENT: The awarded Offerors and any subcontractors 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). Offerors must also obtain certification regarding debarment, suspension, ineligibility and voluntary exclusion from all subcontractors.

- 4.5. EQUAL EMPLOYMENT OPPORTUNITY: County's equal employment opportunity policy, which prohibits discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 4.6. COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY FUNDING GUIDELINES: HUD Community Development Block Grant requirements (24 CFR 570), Universal Notice Requirements (90 FR 1754) and associated regulations and guidelines; the Davis Bacon Act, as applicable
- 4.7. AGE DISCRIMINATION: Section 109 of the Housing and Community Development Act of 1974 and the Age Discrimination of 1975 (42 USC § 6101 et seq.), as amended.
- 4.8. SECTION 3: Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). For more information regarding Section 3 visit: <https://www.hudexchange.info/programs/section-3/>. Offerors 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.
- 4.9. REHABILITATION AND AMERICANS WITH DISABILITIES ACT: Sections 503 and 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations.
- 4.10. LICENSE(S): Offeror shall provide all required valid Hawaii State Contractor's, Engineer licenses and any other licenses necessary to perform the required work. All licenses shall be valid at the time of RFP opening of the proposal.
- 4.11. PREVAILING WAGES (CHAPTER 104, HRS): Pursuant to Chapter 104, Hawai'i Revised Statutes, Public Works Wage Law, Contractors and all Subcontractors shall pay all mechanics and laborers employed on the project not less than the wages and overtime compensation established by the Hawai'i Department of Labor and Industrial Relations (DLIR) for public construction work in Maui County. Certified weekly payrolls shall be submitted to the County in compliance with Chapter 104, HRS, and are subject to review and audit. Failure to comply with prevailing wage requirements may result in withholding of payment, contract termination, or other remedies available under law. See Exhibit 6 for additional information.
- 4.12. EMPLOYMENT ELIGIBILITY (USING E-VERIFY): Offerors 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 shall expressly require any Offerors 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 Offerors and its subcontractors during the Agreement term.

- 4.13. RECORDS RETENTION: The Offeror shall retain sufficient records to show its compliance with the terms of this solicitation package, any and all associated Agreement(s) and the compliance of all sub- Offeror paid from funds under this solicitation package, any and all associated Agreement(s) for a period of six (6) years from the date the County receives final closeout from the U.S. Department of Housing and Urban Development (HUD). The Offeror shall also comply with the provisions of 24 CFR 570.502(a)(7)(i). The Offeror shall further ensure that audit working papers are available upon request for a period of six (6) years from the date the County receives final closeout from HUD, unless extended in writing by HUD. The Offeror shall retain sufficient records demonstrating its compliance with the term of this solicitation package, any and all associated Agreement(s) for a period of five (5) years from the date an audit report is received by the County, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer and shall allow HUD, or its designee, CFO, or Auditor General access to such records upon request. The Offeror shall ensure that audit working papers are made available to HUD, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is received by the County, unless extended in writing by HUD. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.
- 4.14. ADA AND CIVIL RIGHTS: The Offeror shall comply with all applicable local, state, and federal laws, including American with Disabilities Act of 1990, as amended; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101336, 42 U.S.C. §12101 et seq.) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportations, state and local government services and telecommunications.
- 4.15. COPYRIGHT, PATENT AND TRADEMARK: Any and all patent rights accruing under or in connection with the performance of this solicitation package, any and all associated Agreement(s) are hereby reserved to the State of Hawaii. Any and all copyrights accruing under or in connection with the performance of this solicitation package, any and all associated Agreement(s) are hereby transferred by the Vendor to the State of Hawaii. If the Vendor has a pre-existing patent or copyright, the Vendor shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

If any discovery or invention is developed in the course of or as a result of work or services performed under this solicitation package, any and all associated Agreement(s) or in any way connected with it, the Vendor shall refer the discovery or invention to HUD for a determination whether the State of Hawaii will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this solicitation package, any and all associated Agreement(s) are reserved to the State of Hawaii. If any books, manuals, films or other copyrightable

material are produced, the Vendor shall notify HUD. Any copyrights accruing under or in connection with the performance under this solicitation package, any and all associated Agreement(s) are transferred by the Vendor to the State of Hawaii.

Within thirty (30) calendar days of execution of all associated Agreement(s), the Vendor shall disclose all intellectual properties relating to the performance of this solicitation package, any and all associated Agreement(s) which her or she knows or should know could give rise to a patent or copyright. The Vendor shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and HUD we shall have the right to all patents and copyrights which accrue during performance of the Agreement.

If the Federal award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and County of Maui enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the County must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal Awarding Agency. See 2 C.F.R. Part 200,

Appendix II(F).

Offeror grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Offeror will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Offeror will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

- 4.16. **HATCH ACT:** The VENDOR shall comply with the Hatch Act, 5 USC 1501-1508, and shall ensure that no funds provided, nor personnel employed under this solicitation package, any and all associated Agreement(s), shall be in any way or to any extent engage in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- 4.17. **FEDERAL PROCUREMENT REQUIREMENTS:** When property or services are procured using funds derived from a Federal grant or Agreement whether direct to the County or “pass-through” from another entity, the County is required to and will follow the Federal procurement standards in the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 C.F.R. Part 200, Sections 200.318 through 200.327; Appendix II (2) (3) (4) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities Sections 1361(A) of the

National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264 31 CFR Part 25 Rules and Procedures for Funds Transfers

- 4.18. CONTRACT COST AND PRICE: For every procurement in excess of the Simplified Acquisition Threshold, including contract modifications, the County shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the County shall consider the complexity of work, the risk to be borne by the contractor, the contractor's investment, the amount of subcontracting necessary, the quality of the contractor's record and past performance, and industry profit rates for the surrounding geographical area. "Cost Plus Percentage" methods for determining profit may not be used.
- 4.19. SEAL, LOGO, AND FLAGS: The Offeror shall not use the County of Maui or OOR seal(s), logos, crests, or reproductions of flags or likenesses of the County of Maui or OOR agency officials without specific pre-approval from the County of Maui or OOR. The Offeror is encouraged to use the Fair Housing Equal Opportunity Logo when relevant.
- 4.20. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS: This is an acknowledgment that the County of Maui and HUD financial assistance will be used only to fund the services requested. The Offeror will comply with all applicable federal law, regulations, executive orders, and HUD policies, procedures, and directives.
- 4.21. NO OBLIGATION BY THE FEDERAL GOVERNMENT: The Federal Government is not a party to this solicitation and is not subject to any obligations or liabilities to the non-Federal entity, Offeror, or any other party pertaining to any matter resulting from the Solicitation.
- 4.22. FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS: The Offeror acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Offeror actions pertaining to this solicitation.
- 4.23. CONFLICT OF INTEREST: In accordance with the provisions of 2 CFR 200.317 and 200.318, no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from Offeror or parties to subcontracts.
- 4.24. DOMESTIC PREFERENCES FOR PROCUREMENT (2 C.F.R. § 200.322): As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under the award, provide a preference for the purchase of goods, products or materials produced in the United States (including but

not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for “Produced in the United States” and “manufactured products” that states should review.

- 4.25. **SUSPENSION AND DEBARMENT:** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Offer is required to verify that none of the Offerors to sub-Offerors, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935). The Offeror must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the awarded Offeror. If it is later determined the Offeror did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County of Maui, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Offeror agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 4.26. **RECOVERED MATERIALS:** In the performance of this contract, the Offeror shall make maximum use of products containing recovered material that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement is available EPA'S Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/> The list of EPA- designate items is available at <http://www.epa.gov/cpg/products/htm>
- 4.27. **CLEAN AIR ACT:** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the County of Maui and the Regional Office of the Environmental Protection Agency and understands and agrees that the County of Maui and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by County of Maui.
- 4.28. **FEDERAL WATER POLLUTION CONTROL ACT:** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 22.2. The contractor agrees to report each violation to the County of Maui and the Regional Office of the Environmental Protection Agency and understands and agrees that the County of Maui and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance

provided by County of Maui.

- 4.29. **FLY AMERICA REQUIREMENTS:** The Offeror agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
- 4.30. **CARGO PREFERENCE** The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels. **Use of United States – Flag Vessels:** The Offeror agrees to use privately owned United States- Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States- Flag commercial vessels. Furnish within twenty (20) business days following the date of loading for shipments originating within the United States or within thirty (30) business days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to County of Maui (through the Contractor in the case of a subcontractor's bill-of-lading.) Include these requirements in all subcontracts issued pursuant to the Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
- 4.31. **SEISMIC SAFETY REQUIREMENTS FOR THE CONSTRUCTION OF NEW BUILDINGS OR ADDITION TO EXISTING BUILDINGS:** Offeror agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. The Offeror also agrees to ensure that all Work performed under the Contract including Work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.
- 4.32. **ENERGY CONSERVATION:** Offeror agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the Hawaii energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 USC § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with Federal funds required under Federal regulations, "Requirements for Energy Assessment," 49 CFR part 622, subpart C.
- 4.33. **BACKGROUND CHECKS:** At the discretion of the County, the Offerors, 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 Offerors personnel shall meet all screening standards required by law and include, but not be limited to, the following checks:

- 4.33.1. Social Security Number (SSN) validation and address history
- 4.33.2. State criminal and sex offender registry search
- 4.33.3. National Crime Information Center search
- 4.33.4. FBI fingerprint check using Integrated Automated Fingerprint Identification System
- 4.33.5. County Felony and Misdemeanor
- 4.33.6. National Sexual Offender Registry Search

The background check must be conducted prior to initial access by Offerors personnel. The Offerors shall provide proof of a satisfactory background check to the County prior to assignment of any Offerors personnel. The County retains the right to reject assignment of any Offerors personnel based on the results of a background check.

Offerors personnel who separate from employment by the Offerors 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 Offerors 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 Offerors' background check process to ensure compliance with County standards, at any time. Additionally, all Offerors 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 Offerors, who shall then notify the County.

If at any time it is discovered that any Offerors personnel has a criminal record that includes a felony or misdemeanor, the Offerors 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 Offerors employee will be placed or remain on a County assignment. The County may withhold consent at its sole discretion. Failure of the Offerors to comply with the terms of this paragraph may result in the termination of its Agreement with the County.

Part V – DETAILED REQUIREMENTS AND SPECIFICATIONS

1. GENERAL SCOPE OF PROJECT

- 1.1. The County of Maui Office of Recovery (County OOR) seeks to select one (1) Offeror who may be contracted to perform reconstruction of single-family residential structures in compliance with local, federal and state statutory requirements under the CDBG-DR program.
- 1.2. Offerors shall provide design and construction services, homeowner coordination, and general oversight of construction process for the County's CDBG-DR funded Single-family Homeowner Reconstruction Program. Such activities shall be carried out in full compliance with HUD requirements and under the general direction of the County. Each reconstruction project (single family housing unit) 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.**
- 1.3. The CDBG-DR funded Single Family Homeowner Reconstruction Program will rely on qualified Offeror to perform reconstruction work. Offerors will be assigned to complete construction work for eligible and awarded applicants. Offerors will be assigned by the Program to each project after the Homeowner Grant Agreement has been executed. Program Applicants are not permitted to select or manage their own construction manager or Construction Manager.

2. OFFEROR REQUIREMENTS

- 2.1. Offerors must possess a complete understanding of the Maui County CDBG-DR Maui County Action Plan, and subsequent amendments, for the Hawaii Wildfires (DR-4724).
- 2.2. Offerors must possess subject matter expertise regarding single family construction in the County of Maui and State of Hawaii, including but not limited to an in-depth understanding of County of Maui and State of Hawaii building codes and NFPA Firewise USA construction best practices.
- 2.3. Offerors must provide professional labor, equipment, and materials adequate to perform the work in accordance with the scope of work issued for each eligible applicant's residential structure while ensuring that all applicable housing standards and codes are met.
- 2.4. Offerors will comply with all applicable local, state and federal laws, regulations, guidelines, contracts, and Program provided guidance and construction bulletins, which are incorporated by reference in the Contract, which may include: HUD Community Development Block Grant Disaster Recovery laws, regulations, and guidelines;
- 2.5. Offerors must provide project management and oversight to ensure timely construction completion within budget limits.
- 2.6. Offerors will collaborate with government departments/agencies (Federal, State, and County) as required to complete reconstruction of single-family structures.
- 2.7. Offerors must report to the Program Manager or 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, Offerors, 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 Offerors, 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.

- 2.8. Offerors' 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.
- 2.9. Offerors' fiscal management must be capable of withstanding a series of vigorous audits.
- 2.10. Offerors must participate in cultural sensitivity training prior to beginning contracted work.
- 2.11. Offerors will reimburse the County for any funds that HUD deems as having been spent for ineligible activities. Offerors 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.
- 2.12. **Responsive and Responsible:** Only proposals received from responsive and responsible Offerors will be considered. Solicitation Responses shall be evaluated in accordance with criteria set forth below. The County shall not be obligated to accept the lowest priced proposal but shall make an award to the Offerors that provide the "Best Value" to the Program.
- 2.13. 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.
 - 2.13.1. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 2.13.2. 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.

- 2.13.3. 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.
- 2.13.4. 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.
- 2.14. Offerors shall commit to make a demonstrated effort to provide subcontract opportunities to locally owned business, Section 3 businesses, disadvantaged business enterprises and to hire low-income residents in the program area. Offerors are required to document efforts to create opportunities for disadvantaged and small businesses.
- 2.15. Offerors must commit to securing and/or maintaining office space within the County of Maui for the duration of the project. Offerors must indicate in the office location and staffing plan for each office within the proposal narrative.
- 2.16. **Past Performance:** All Offerors 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.

3. MINIMUM QUALIFICATIONS

- 3.1. Offerors must have capacity to provide professional labor, equipment, and materials adequate to perform the work in accordance with the scope of work issued for each eligible applicant's residential structure while ensuring that all applicable housing standards and codes are met. Solicitation Responses that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected.
- 3.2. Offerors must be authorized to do business in the State of Hawaii and have all licenses necessary to carry out the design, construction, and management of the reconstruction of all assigned homes. All persons and entities to be used on the design and construction shall possess all required professional and other licenses issued by the State of Hawaii, including, but not limited to, architects, engineers, contractors, subcontractors, and managing agents.
- 3.3. Offerors shall not be in default or have failed to perform under any contract, agreement, development, or other agreement with the County of Maui, and shall not have any outstanding judgements against it.
- 3.4. Offerors and any subcontractors must have been in the residential construction, construction management, and/or architecture and engineering business for a minimum of five (5) years, or the principals/owners must have had a minimum of five (5) years of ownership/executive management experience in a previous company that provided residential construction services.
- 3.5. Offerors 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). Offerors must also obtain certification regarding debarment, suspension, ineligibility and voluntary exclusion from all subcontractors.

- 3.6. Offerors must demonstrate the ability to carry residential reconstruction projects to completion within 250 days.
- 3.7. Offerors must demonstrate the ability to, and have experience with, the reconstruction of historic properties.
- 3.8. Offerors must demonstrate the ability to, and have experience with, environmental mitigation related to reconstruction of residential properties, including archeological and cultural monitoring.
- 3.9. Offerors and/or the Offerors principals/owners must have experience managing and completing projects of a similar size and nature.
- 3.10. Offerors must have experience in achieving compliance and reporting on compliance with state and federal construction laws, regulations and procedures, and producing the payroll documentation necessary for compliance.
- 3.11. Offerors must be financially solvent, adequately capitalized, and demonstrate it has the financial resources to perform and complete the work and to provide all required warranties. Offeror shall show evidence of credit worthiness and financial resources to complete the design and construction of all homes lien-free. Offerors must provide its two (2) most recent audited financial statements, a statement of financial net worth, and statement of bonding capacity.
- 3.12. Offerors must provide evidence of three (3) prior projects of similar size and scope to that documented in this RFP and provide completed cost data.

4. *DISQUALIFICATION OF OFFERORS*

Any one or more of the following causes will be considered sufficient for the disqualification of an Offeror and the rejection of its submittal:

- 1.1. Non-compliance is HRS 103D-310.
- 1.2. Evidence of collusion among Offerors.
- 1.3. More than one submittal for the same work from an individual firm, partnership, cooperation or joint venture under the same or different name.
- 1.4. Delivery of submittal after the deadline specified in this RFP.
- 1.5. Debarment or suspension pursuant to HRS 103-702 or 2 CFR 200.

5. *DETAILED SCOPE / TECHNICAL SPECIFICATIONS*

- 5.1. **LOCATION OF WORK AND MOBILIZATION:** Offerors must meet the County's expectations for collaboration, staff oversight, hours of availability, productivity, and collaboration in all aspects of this project. Onsite work with the County OOR, Implementation Contractor (HORNE LLP) and property owners, will take place within the County of Maui.

Construction work will take place within the County of Maui. Exact work locations are to be determined. Offerors must be willing to accept reconstruction projects located anywhere within the County of Maui. The County will not pay for relocation or housing of any personnel assigned. Offerors must mobilize within the County of Maui with **30 days** of Contract execution.

- 5.2. **COMMUNICATION AND DOCUMENTATION:** Offerors are expected to have extensive communications with homeowners/applicants regarding the Program and should plan to

staff accordingly. All communications, updates, interactions, site visits, etc. with any applicant or in direct support of progressing an applicant must be recorded in Canopy™.

It is expected that Offerors will input notes in Canopy™ no less than twice weekly for all assigned, active projects. Offerors must provide timely, ongoing communication with each applicant regarding all aspects of the applicant's case, home repairs, reconstruction, or replacement, and keep the applicant fully aware of all expectations and construction timelines. One of the minimum two (2) weekly notes will include communications with the applicant and the method of communication. All applicant communications should be entered into Canopy™ in a timely manner and on an ongoing basis. Failure to comply to this requirement may result in suspension of future projects.

Offerors must provide documentation and detailed/consistent tracking of construction and reconstruction progress in the program system of record and upon request by any County of Maui Program staff.

Offerors must meet with Program Manager, and individual property owners/applicants to review the scope of work to be performed, including establishing a work schedule acceptable to property owners and Program Manager, and reviewing work upon final inspection. The initial meeting between the Construction Manager, applicant and Program Manager will be done through a preconstruction meeting at a recovery center (or an alternation location as applicant's require) within the County of Maui. Offerors are also required to attend regular in-person meetings with Program Manager as needed. Offerors must respond to Program Manager requests in a timely manner.

5.3. PERFORMANCE AND REPORTING: Offerors must provide applicable checklists and/or certifications meeting applicable federal regulations for completed reconstruction projects prior to requesting program final inspection. Offerors must provide a final elevation certificate for any project located within the Special Flood Hazard Area indicating that the home is elevated to the more stringent of 2' above Base Flood Elevation or local requirements for elevation, prior to requesting program final inspection.

During the construction phase of the Program, the Implementation Vendor (HORNE LLP), in coordination with the County of Maui, will evaluate the Offeror's performance using a Construction Scorecard. The Scorecard will be provided to the selected Offeror to promote transparency and accountability in performance expectations. Consistently poor performance may result in enforcement actions, including, but not limited to, liquidated damages or contract termination, in accordance with the terms of the contract.

Scorecard Criteria		
Quality of Construction	Inspectors will evaluate workmanship, materials, pursuance of deficiencies	35 points
Project Management	Measures timeliness of Construction from the issuance of the Notice to Proceed	50 points
Customer Service	Measures responsiveness, reporting, customer satisfaction, complaints	15 points
TOTAL points available:		100

5.3.1. Quality of Construction: Measured through progress and final inspections, which are conducted by the Program to confirm that the work is being performed by the Offeror in conformance with program requirements and with the design documents provided. Program provided progress inspectors will inspect for workmanship in addition to confirming code inspections have been performed. Program provided inspectors will identify construction deficiencies at each progress or final inspection. A failed progress inspection will result in 17-point deduction from the Offeror score, and a failed final inspection will result in an 18-point deduction. The maximum number of points available for each inspection is 17-points for progress inspections and 18-points for a final inspection.

5.3.2. Project Management: Measure of timely construction activities from the issuance of the Notice to Proceed (NTP) through the completion of the Final Inspection. To ensure applications are quickly moving forward through both the pre-construction and construction processes, performance points are included for both phases. The contractors will receive a 1-point deduction for each day that goes beyond the allowable number of delays associated with each task. Offeror will be required to request time extensions for legitimate delays beyond their control (for example weather, utility connection, or extended permitting delays) for approval consideration by the program. While extensions may be granted, the extensions do not impact the timeline used for the purposes of the scorecard. Scoring is based on the contractual timeframe for completion of each project, regardless of any extension grant.

5.3.3. Customer Service: Measures the ability of the Construction Manager to communicate with and respond to the needs of the program staff and homeowner. Quality customer service is essential to the success of the program. Homeowners will assess the customer service received from the Offeror through a survey form. The survey will allow feedback regarding the Offeror's fulfillment of commitments made, trustworthiness and transparency, timely performance, adaptability to schedules and preferences, and willingness to assist the homeowner when needed. If a homeowner does not complete the survey, the Construction Manager will receive 8 points. Overall positive survey responses will result in the award of 15 points, overall negative results will result in the award of 0 points.

Offeror should provide high-quality and honest customer service from the outset, as there will be no opportunity to rebut or dispute the scores given by the applicants. Offerors are encouraged to use customer feedback as an opportunity for continuous improvement in their customer service practices. Offeror should prioritize honesty, adherence to deadlines, and helpfulness to ensure a positive

experience for homeowners.

- 5.4. ENVIRONMENTAL REVIEW COMPLIANCE: Offeror shall Comply with all mitigation requirements contained in the Program provided Tier II Environmental Review Record. The Offeror must ensure that no choice limiting actions are completed prior to the execution of the Tier II Environmental Review Record. The Offeror must ensure that design plans incorporate all mitigation measures, conditions, and commitments identified in the project's environmental review record. During construction, the Offeror will monitor for compliance with these requirements, including but not limited to protection of wetlands and floodplains, air quality measures, noise and vibration limits, stormwater controls, and endangered species protections. The Offeror shall also be responsible for documenting compliance, facilitating coordination with environmental consultants or regulatory agencies as needed, and ensuring that no unapproved changes or actions occur that would invalidate the environmental review or trigger the need for a supplemental review.
 - 5.4.1. The selected Offeror shall be responsible for ensuring compliance with Section 106 of the National Historic Preservation Act (NHPA) and HRS 6e during both the design and construction phases of the project. This includes, but is not limited to, reviewing design documents to ensure they are consistent with any applicable Section 106 findings or Programmatic Agreements (if applicable), and implementing required avoidance, minimization, or mitigation measures.
 - 5.4.2. During construction, the Offeror shall oversee activities to ensure ongoing compliance with Section 106 requirements, monitor for the discovery of unanticipated historic or archaeological resources, and coordinate with the State Historic Preservation Division and project team to address any compliance issues in accordance with federal, state, and local regulations.
 - 5.4.3. Offeror will be required to maintain thorough documentation of all compliance-related actions and provide regular reports to Program Manager.
- 5.5. CONSTRUCTION TIMELINES: Offerors must start construction activities (obtain Notice to Proceed) within **90 days** from Project specific work order signed date. Offerors must meet County of Maui's Program schedule expectations for a **250 day** construction completion from the Notice to Proceed for reconstruction projects.
- 5.6. WASTE DISPOSAL: Offerors must meet all federal, state and local requirements for the transport and disposal of municipal solid, industrial, hazardous and other wastes from demolished structures and construction activities.
- 5.7. BONDING: In accordance with Section 3.03 of the County of Maui General Terms and Conditions (Exhibit 5) for Construction Contracts, Offerors must maintain performance and payment bonds in an amount equal to the value of the active construction projects issued under the awarded contract. The County will award contracts in different amounts based upon the work that is required. Offerors must provide evidence of the maximum performance and payment bonding capacity with the Solicitation Response, and the form of the bond that shall be executed and produced by the selected Offeror(s) at the time of Project assignment. Offerors must provide evidence of a minimum bonding capacity of Six Million and No 00/100 Dollars (\$6,000,000) with the Solicitation Response. In no event shall the bond requirement be for less than one hundred percent (100%) of a Contractor's amount under contract at

any given time. All bonds must be issued by a bonding agent with at least an “A” rating, and the bonding companies must be listed in the Department of the Treasury’s Listing of Certified Companies.

5.8. **WARRANTY:** Offerors must provide a one-year general warranty including plumbing, electrical, and mechanicals.

5.9. **SUBMITTED SAMPLE HOME RENDERINGS AND STANDARD FLOORPLANS:** The Program will provide homeowners who qualify for reconstruction awards with renderings and standard program floorplan selections. The program offers 2-, 3-, and 4-bedroom homes; all standard floorplans include 2 bathrooms. Which standard floorplan the applicant receives is based on the last permitted square footage and number of bedrooms present in the pre-fire structure, as verified via the damage assessment. Exceptions to reconstructed home square footage and bedroom/bathroom configuration will only be considered if overcrowding exists within the home, as determined by the program. For example:

- If the destroyed property had 1000-1200 square foot home with two (2) bedrooms or fewer, the applicant will receive a standard 1000-1200 square foot home with 2-bedrooms and 2-bathrooms.
- If the destroyed property had a 1201-1500 square foot home with three (3) bedrooms, the applicant will receive a standard 1201-1500 square foot home with 3-bedrooms and 2-bathrooms.

5.9.1. To reduce the required time from award to construction completion, the Program will select and adapt standard floorplans and specifications available to applicants. The Program will have available 2-, 3-, and 4-bedroom standard floorplans in the following square foot ranges.

Bedroom/Bathroom Configuration*	New Construction Square Feet
2 bedroom / 2 bathroom	1000 – 1200 SF
3 bedroom / 2 bathroom	1000 – 1200 SF
4 bedroom / 2 bathroom	1000 – 1200 SF
2 bedroom / 2 bathroom	1201 – 1500 SF
3 bedroom / 2 bathroom	1201 – 1500 SF
4 bedroom / 2 bathroom	1201 – 1500 SF
2 bedroom / 2 bathroom	1501 – 1700 SF
3 bedroom / 2 bathroom	1501 – 1700 SF
4 bedroom / 2 bathroom	1501 – 1700 SF
2 bedroom / 2 bathroom	1701 – 2000 SF
3 bedroom / 2 bathroom	1701 – 2000 SF
4 bedroom / 2 bathroom	1701 – 2000 SF

5.9.2. Reconstructed homes do not include reconstruction of garages (attached or

detached), sheds, pool houses or other outbuildings. Such outbuildings may be demolished during reconstruction to allow enough space for the new home to be built or because such structures pose a health or safety issue. Site design should allow space, if possible and compliant with code requirements, for the future installation of accessory dwelling units at the owner's option and expense. Attached garages are allowable when required by code or HOA requirements.

5.9.3. For Part 1 of this RFP: Offerors are required to submit sample home renderings that align with the RFP priorities and scope. Offerors must provide at least two (2) renderings for each of the configurations and square foot ranges listed in the table above. Renderings demonstrate consistency with the community design (See Exhibit 5 for examples), demonstrate compliance with universal accessibility design elements, resilient building standards, and Firewise USA construction best practices.

Labeling Requirement: Label each submission file with the applicable configuration (e.g., "3BR/2BA – 1200 SF Plan A").

5.9.4. For Part 2 of this RFP: Pre-Qualified Offerors are required to submit engineered architectural plan sets and a detailed materials list for each of the renderings of the single-family homes provided in Part 1. The Offeror must obtain permission from the designers for free and unlimited reuse by the program by any Offeror selected by the program. Offerors will be responsible for performing engineering and architectural services, surveying, obtaining elevation certificates, and conducting site-specific engineering requirements when using these plan sets.

The Program does not reconstruct like for like features of the pre-fire structure. The following is a non-exhaustive list of items that are not included or considered when determining the floorplan, bedroom/bathroom configuration, or size of the reconstructed home. Interior or exterior finishes; Square footage; Number of bathrooms (if more than 2); Extra/Bonus rooms such as dens, playrooms, offices, studies, libraries, etc.

The County will provide pricing worksheets for the most qualified Offerors to complete and submit during Part 2 of this RFP. These worksheets will include submitting pricing for 2-, 3-, and 4-bedroom configurations, as identified in the table above.

Each plan submission must include:

- Floor plan layout (PDF and CAD)
- Exterior elevations (front, rear, and sides)
- Square footage breakdown
- Energy efficiency and/or resilience features.
- Confirmation of compliance with applicable building codes and HUD standards
- Rough in for solar panels and battery storage (designs must consider the future installation of both systems)
- Solar Water Heater system is required for all new single-family dwellings (HRS 196-6.5)
- Designs that consider onsite parking or provide innovative solutions to

reduce on-street parking (may include plans for 2-level homes, carport or other parking facilities on property) Designs should include space for parking for a minimum of 2 vehicles for property.

- Designs that consider future installation of accessory dwelling
- Firewise Construction as established by NFPA codes and Standards: <https://www.nfpa.org/for-professionals/codes-and-standards/list-of-codes-and-standards>
- Firewise Landscaping, including the use of alternatives to sod, non-vegetative barriers and other fire-wise landscaping best practices. Examples are available here: <https://online.fliphtml5.com/pfoyc/qncj/>.
- Wind and impact resistant materials.
- Broadband access rough in (designs must consider the future installation of broadband)
- Universal Design: Accessibility features to include the following:
 - 36" hallways, wide enough to accommodate a standard wheelchair
 - Adequate turning radius for a wheelchair in the kitchen
 - All doors installed with levers instead of knobs
 - Interior bedroom and bathroom doors and exterior entry doors are 36" wide
 - One no-step entrance
 - One bathroom which includes:
 - Adequate turning radius for a wheelchair
 - 30"x60" roll-in shower compartment, equipped with grab bars, seat, and shower wand
 - Chair height toilet with grab bars
 - Roll under vanity
- Designs that retain community culture and cohesion. Examples of pre-fire architectural style may be viewed in Exhibit 5 and here: [https://www.maicounty.gov/DocumentCenter/View/10971/Architectural StyleBookforLahaina?bidId](https://www.maicounty.gov/DocumentCenter/View/10971/ArchitecturalStyleBookforLahaina?bidId)
- Designs that are compliance with National Historic Landmark Requirements for 1800-1899 and Historic Districts zones 1 and 2, where applicable.
- The exterior of all designs must comply with Maui Municipal Code 19.51 within a historic district shall be constructed to meet the Secretary of the United States Department of the Interior's standards for infill construction, and shall reflect the architectural style of the district so as not to impair the value of other buildings, structures, or parks in the immediate vicinity in order that the general character of the district shall not be injured. https://library.municode.com/hi/county_of_maui/codes/code_of_ordinances?nodeId=TIT19ZO_ARTIIIMACOHIDI_CH19.52REBUUS

Labeling Requirement: Label each submission file with the applicable configuration (e.g., “3BR/2BA – 1200 SF Plan A”).

5.10. CONSTRUCTION SERVICES:

5.10.1. The County of Maui Single-Family Homeowner Reconstruction Program will assist eligible property owners to reconstruct a residential structure that was destroyed during the August 2023 Wildfires. Structures will be reconstructed in substantially the same footprint, when feasible.

5.10.2. Offerors are required to complete, or cause to be completed, all required architectural and engineering work to develop full construction ready plan sets based on the standard floorplan selected for the project that incorporate the following:

- material specifications (standard builder's grade materials are required, except when upgrades are necessary to support Firewise construction standards compliance, wind- and impact-resistant materials, reinforced structural systems, roof tie-downs, and flood and storm surge protection measures);
- structural details;
- rough in for future installation (at homeowner's discretion and expense) of photovoltaic systems and battery storage, and broadband; and
- include measures to make homes more resilient to future disasters, including but not limited to hardening to prevent damage in the event of future flood events, wildfires, hurricanes, and/or tornadoes. NFPA Firewise USA guidelines should be followed https://static1.squarespace.com/static/660b500392aae13704d0e302/t/68646758b00c0777c6ab9921/1751410530215/BROCHURE_2024HE+Building+For+Wildfire+in+Hawai%27i+R5.pdf

5.10.3. Standardized floorplans are not required to create a like-for-like replacement for reconstruction efforts. The County of Maui will not provide customized home designs. The program will determine which floorplan size each homeowner is eligible for based on the information above. Offerors are responsible for reconstructing the single-family structure in accordance with the selected floor plan.

5.10.4. The Offeror will ensure that all reconstructed homes will meet local building codes and will incorporate applicable federal regulations. Offerors must coordinate with the homeowner to obtain necessary signoffs for permitting (as required).

5.10.5. The Offeror must ensure that reconstruction includes all required site work. Site work includes site-specific construction activities necessary to complete the project that is not related to the structure itself. Site work includes, but is not limited to activities such as flatwork, grading, septic tank repair/replacement, well repair/replacement, installation of Firewise landscaping tree trimming or tree removal, etc.

5.10.6. All reconstruction projects will be required to obtain certifications meeting any applicable federal regulations.

5.10.7. The scope of work for each reconstructed or newly constructed structure will vary but may include, although not be limited to, the following:

- Coordination with the property owner or other support network from assignment to obtaining a certificate of occupancy for closing;
- Architectural and engineering services required for zoning and permitting;
- At minimum, comply with all environmental requirements/mitigation identified in the provided Tier II Environmental Review Record;

- Obtaining elevation certificates and site surveys required for permitting;
- Utility disconnection (if required) and reconnection;
- If applicable, debris removal in accordance with all federal, state, and local requirements, including the disposal of potential asbestos containing materials;
- Site preparation;
- Fill dirt to be provided as required to construct house pad and to ensure proper site drainage;
- All Contractor disturbed soil shall be stabilized at time of final program inspection;
- Construction of new residential structures including 2-, 3-, and 4-bedroom floorplans in accordance with all applicable local and state codes and standards as well as any applicable federal regulation standards;
- All reconstruction projects require compliance with all applicable State of Hawaii and County of Maui building codes.
- Essential appliances, which include split AC units, stove/range, oven, water heater, dishwasher, and refrigerator are included in program scope of work. Appliances provided will be of standard, economy grade and energy efficient. Luxury appliances will not be provided.
- All homes will be equipped with smoke and carbon monoxide detectors, in accordance with local code requirements.

5.11. CLOSEOUT AND AUDIT

5.11.1. If required by the Program, the Offeror will be required to source and collaborate with the homeowner to secure flood insurance. The cost of the initial annual flood insurance premium following the completion of reconstruction, if required, is to be paid by the Offeror and reimbursed by the program, with no markup.

5.11.2. Offerors must compile and provide the homeowner with a closeout package. The closeout package must include a certificate of occupancy, warranty information, final as-built plans, insurance (if required), and all warranty and operating manuals for installed appliances.

5.11.3. Offerors must attend a Key Turn Over event with the homeowner and Program Manager. During this event the Construction Manager will provide the home's keys and closeout package to the homeowner.

5.11.4. Offeror shall retain all records relevant to this Contract for a period of five (5) years from the date of the County's submission of the final expenditure report on this federal award to HUD, or for federal awards that are renewed quarterly or annually, from the date of the County's submission of the quarterly or annual financial report, respectively, as reported to HUD.

Part IV - SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1. SUBMITTAL REQUIREMENTS

Interested firms shall submit their response electronically through the Public Purchase website. No paper copies sent to the County outside of the Public Purchase website will be accepted.

Submittal package may not exceed **40 pages** printed single-sided; **page restriction excludes required forms found herein, dividers, and renderings/drawings. 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.

2. ADDITIONS, REVISIONS AND DELETIONS TO TERMS AND CONDITIONS:

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.

3. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

- 3.1. **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.
- 3.2. **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.

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4. SUBMISSION PACKAGE CONTENTS

COVER PAGE: Introduction

- 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: Offeror Information

Offeror must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation and to produce the specified products or services on time. Offeror must provide the following information.

- **Company Narrative:** A detailed narrative explaining why Offeror is qualified to provide the services enumerated in Section 4, focusing on its company's key strengths and competitive advantages. Offeror must provide a summary of capacity based on past experience.
- **Company Profile:** A company profile to include:
 - The company ownership structure (corporation, partnership, LLC, or sole proprietorship), including any wholly-owned subsidiaries, affiliated companies, or joint ventures. (*Please provide this information in a narrative and as a graphical representation*). If Offeror is an Affiliate of, or has a joint venture or strategic alliance with, another company, please identify the percentage of ownership and the percentage of the parent's ownership. Finally, please provide a proposed operating structure for the services requested under this Solicitation and which entities (i.e. parent company, Affiliate, Joint Venture, subcontractor) will be performing them;
 - The year the company was founded and/or legally organized. If organized as a business entity other than a sole proprietorship (e.g., corporation, LLC, LLP, etc.), please indicate the type of entity, the state under whose laws the company is organized and the date of organization;
 - The location of company headquarters and any field office(s) that may provide services for any resulting contract under this Solicitation, including subcontractors. Identify the location served by your company;
 - The number of employees in the company, both locally and nationally, and the location(s) from which employees may be assigned;
 - The name, title, mailing address, e-mail address, telephone number, and fax number of Offeror's point of contact for any resulting contract under this Solicitation;
 - Whether the company has ever been engaged under a contract with HORNE or the County of Maui. If "Yes," specify when, for what duties,

and for which project; and

- Whether the company has ever been engaged under a contract for CDBG-DR funded residential construction and whether you were involuntarily terminated from participation in the program or voluntarily ceased participation in the program without completing all construction projects.

NOTE: A Offeror that is not organized under the laws of the State of Hawaii must register with the State before it may transact business in Hawaii.

- **Key Staff Profile:**

- All key staff must have a physical presence on Maui during regular business hours (Monday through Friday 8 am to 5 pm). Expenses for travel, housing, moving expenses, and other related costs will not be reimbursed by the program. Key staff must include the following:
 - **Project Manager** – The project manager is the individual who is ultimately responsible for all CDBG-DR related operations. The project manager is accountable for planning and allocating resources, preparing budgets, monitoring progress, and keeping stakeholders informed throughout the project lifecycle;
 - **Superintendent(s)** – Superintendents are responsible for managing a group of individual project sites. Superintendent(s) should manage a maximum of eight (8) active project sites at any given time. An active project site is defined as a site where construction activities are taking place, this include site work, demolition, grading building, installation, etc. A site is considered active until the final inspection has been completed.
 - **Warranty Coordinator** – The County OOR will assign a Warranty Coordinator to work closely with the Construction Manager and Program staff to ensure the timely completion of all warranty claims. Each awarded Construction Management team must provide the County OOR with a single point of contact that will serve as the warranty coordinator. The warranty coordinator is responsible for ensuring timely completion of all warranty claims assignable to the Construction Manager. The warranty coordinator is responsible for recording warranty claims in the program system of record, communicating with the applicant to schedule warranty repairs and keep the applicant apprised of progress to completion of the repairs. The warranty coordinator is also responsible for providing evidence of completed warranty repairs to the program.
- Offeror must provide a key staffing profile and résumés for staff that will be responsible for the day-to-day performance of the services requested under this Solicitation. Offeror shall designate a dedicated construction lead in this section who will be located in the County of Maui.
- Staff members listed in the Key Staffing Profile who are independent contractors and not employees of Offeror may also qualify as subcontractors. Offeror shall use only licensed subcontractors as required

by the State of Hawaii.

- Offeror's staffing profile must not reflect a greater than 8:1 jobsite to superintendent ratio.
- Offeror must identify which employees will be physically located in the responding area as regular face-to-face meetings with the program and applicants will be required (i.e., mandatory preconstruction meetings with applicants for each application).

PART 2: Capacity and Experience

- **Experience:** Offeror must provide a detailed narrative response regarding the Offeror's experience completing residential construction and construction management services within the past five (5) years. Narrative should include, at a minimum: number of projects completed annually on a single program, number of projects assigned at a single time on a single program; experience with the reconstruction of historic properties; experience undertaking environmental mitigation related to reconstruction of residential properties, including architectural monitoring; and experience executing compliance with state and federal construction laws, regulations and procedures, and producing the payroll documentation necessary for compliance.
- **Safety Information:** Offeror must provide its workers' compensation experience modification rate (EMR) for the last five years. Offeror shall submit this information on its insurance carrier's letterhead, signed by the carrier. Offeror must also provide the name and job title of the person in its organization that manages its safety program, and a description of that program. A copy of Offeror's safety manual may also be required. The safety manual will become part of the Contract if your Solicitation Response is selected.
- **Quality Control:** Offeror must provide the name and job title of the person responsible for the Offeror's quality control program, as well as a description of the quality control program. A copy of Offeror's quality control manual may be required. The quality control manual will become part of the Contract if Offeror's Solicitation Response is selected.
- **Cost Control:** Offeror is encouraged to suggest any possible cost reduction items to be taken into consideration prior to awarding a contract under this Solicitation. Offeror should include possible cost reduction items in their Narrative Proposal and provide a full description of the alternative work and the estimated cost savings. In addition, Offeror should detail the necessity of any additional drawings, specifications, or revisions to the construction sequencing and schedule that may be needed as a result of the implementation of the cost saving measures.
- **Warranty Program:** Offeror must provide a description of their warranty program, including key personnel, and timeframes within which warranty complaints will be resolved. Warranty claims, communications, and resolutions will be required to be maintained in Canopy.

PART 3: Major Subcontractor Information

- Offeror must identify any major subcontractors whom Offeror intends to utilize in performing fifty percent (50%) or more of the Project. Offeror must indicate whether or not Offeror holds any financial interest in any major subcontractor. It may be required as a condition of award that an authorized officer or agent of each proposed

major subcontractor sign a statement to the effect that the subcontractor has read, and will agree to abide by, Offeror's obligations under any contract awarded pursuant to this Solicitation.

- Offerors are not permitted to award more than 50% of an award for an individual home to one subcontractor to perform the work onsite.

PART 4: Financial Capacity

- Annual Report: If Offeror is an entity that is required to prepare audited financial statements, Offeror shall submit an annual report that includes:
 - Last two years of audited accrual-basis financial statements, including income statement, cashflow statement and balance sheet;
 - If applicable, last two years of consolidated statements for any holding companies or affiliates;
 - An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
 - A full disclosure of any events, liability, or contingent liabilities that could affect Offeror's financial ability to perform this contract.
- Non-Audited Financial Statements: If Offeror is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Offeror shall submit an annual report that includes:
 - Last two year of un-audited accrual-basis financial statements, including income statement, cashflow statement and balance sheet;
 - An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
 - A full disclosure of any events, liability, or contingent liabilities that could affect Offeror's financial ability to perform this contract.
 - Other financial information sufficient for the Program, in its sole judgement, to determine if Offeror is financially solvent and adequately capitalized.

PART 5: Proposed Methodology and Sample Home Renderings

- Offerors shall provide narrative description of proposed construction methodology, including how the Offeror will achieve project goals, ensure compliance with applicable regulations, and incorporate quality control measures. Narrative response should highlight the use of innovative, practical, and well-structured approaches that demonstrate an understanding of HUD and County requirements.
- Offeror must submit sample home renderings that align with RFP requirements outlined in Part V Section 5. Renderings should demonstrate alignment with program objectives such as resilience, sustainability, accessibility, community and cultural appropriateness. Renderings should demonstrate both technical accuracy and alignment with the County's vision for rebuilding.

PART 6: Required Attachments

- **References:** Using Attachment A, Offeror shall provide a minimum of three references for projects of similar type and size performed within the last five years,

preferably in the County of Maui or State of Hawaii . The County reserves the right to check references prior to making any award hereunder. Any negative responses received may be grounds for disqualification of the proposal. The County reserves the right to contact programs or references other than those listed by the Offeror if the County is aware of such.

- **Licenses and Insurance:** Offerors must attach current Hawaii licenses for the offeror and any subcontractors. Licenses may include general building contractor, general engineering contractor, or specialty contractor. Offerors must attach documentation current general liability insurance, builder's risk, workers compensation insurance, and surety bonding.
- **Anti-Lobbying Certification:** The Byrd Anti-Lobbying Amendment, officially known as section 319 of Public Law 101-121, prohibits the use of appropriated federal funds for lobbying activities intended to influence federal officials in connection with federal contracts, grants, loans, or cooperative agreements. Offerors must complete Attachment B to certify compliance with applicable laws and disclose any lobbying activities conducted with non-appropriated funds.
- **Non-Collusion Affidavit:** The price and amount of any Solicitation Response must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Offeror, or prospective Offeror. Complementary proposals are illegal and prohibited. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion. Bidder shall sign and submit with its bid the Form of Non-Collusive Affidavit (Attachment C), in accordance with §3-122-192, HAR, declaring that the price submitted for this bid is independently arrived at without collusion.
- **Conflict of Interest:** Using Attachment D, Offeror must disclose any potential conflicts of interest it may have in providing the services described in this RFP, including all existing or prior business dealings resulting in such conflicts. Offerors must also disclose any such activities or affiliated or parent organizations and individual who may be assigned to manage this contract. If there are no conflicts as described herein, Offerors must indicate such.
- **Litigation History:** Using Attachment E, Offeror must disclose any actual or alleged breaches of contract, which have been asserted or claimed against it. In addition, Offeror must disclose any civil or criminal litigation or investigation pending at any point during the last three years to which Offeror is/was a party or in which Offeror has been judged guilty or liable. The Offeror must also disclose any findings, concerns, or investigations identified through the Office of Inspector General, or other Federal, State, or local government auditor. For each instance of litigation or investigation, Offeror shall list: basic case information (e.g., cause number/case number, venue information, names of parties, name of investigating entity); a description of claims alleged by or against Offeror or its parent, subsidiary, or other affiliate; for each resolved case, a description of the disposition of Offeror's involvement (e.g., settled, dismissed, judgment entered, etc.).
 - Failure to comply with the terms of this provision may disqualify any Offeror. Solicitation Responses may be rejected based upon Offeror's prior history with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor or

significant failure(s) to meet contractual obligations.

- If Offeror has no litigation history, as described above, it must so indicate in the appropriate section of the Solicitation Response.
- **Standard Qualifications Questionnaire:** Using attachment F, Offeror shall provide documentation of company profile, experience, included subcontractors, and history of work completed.
 - Attachment F include disclosure of Federal Tax ID number and Hawai‘i General Excise Tax License ID: Offeror shall submit its current Federal tax ID number and Hawai‘i General Excise Tax License ID number on the Standard Qualifications Questionnaire (Attachment F), thereby attesting that the Offeror is doing business with the State and that the Offeror will pay such taxes on all sales made to the County, as applicable.
- **Certification of Compliance for Employment of State Residents.** Attachment G certify compliance for employment of State residents in accordance with HRS Chapter 103B, as amended by Act 195, SLH 2011.
- **Form of Non-Gratuity Affidavit.** Attachment H release form is to be executed and filed by the Subrecipient to certify that the Offeror or its officers, representatives, agents, subcontractors or employees has (have) not given or made any agreement to give to any officer or employee of the County who exercises any function or responsibility in connection with the Project, his/her relatives or agents, any gift of money or any other gifts; or gratuity in any form whatsoever; has (have) not loaned any money or anything of value to any such officer or employee, his/her relatives or agents; has (have) not rented or purchased any equipment, or any form thereof, or supplies of any nature whatsoever from any such officer or employee, his/her relatives or agents.

<https://www.mauicounty.gov/DocumentCenter/View/11017/NonGratuity-Affidavit- CURRENT-3-10-10 ?bidId=>

- **Certification of Compliance with HRS 396-18, Safety and Health Programs.** Attachment I to certify that the Offeror will comply with the requirements of Section 396-18, Hawaii Revised Statutes.
- **Surety Bid Bond.** Attachment J, to provide documentation of the bid bond.
- **Performance Bond with Surety.** Attachment K, to provide documentation of performance bond.
- **Payment Bond with Surety.** Attachment L, to provide documentation of payment bond.
- **Contractor's Standards of Conduct Declaration.** Attachment M, to document financial interest or other conflict of interest with the County Council.
- **Wage Certification for Construction Contracts.** Using Attachment N, Offeror acknowledges that work preformed under any contract resulting from this RFP will be subject to HRS103-55.5 Wages and Hours for Employees on Public Works Construction contracts.
- **Certification of Compliance for Final Payment.** Using Attachment O, Offeror certifies compliance with applicable laws governing the State of Hawaii.

RFP Part 2

- Only Proposals submitted by Pre-Qualified Offerors will be considered for evaluation or award pursuant to this Solicitation.
- Following the determination of the Pre-Qualified Offerors, OOR will schedule discussions on RFP Part 2 with the Pre-Qualified Offerors.
- To be responsive to Part 2 of this RFP offerors will be required to submit the following:
 - Engineered architectural floor plans for each of the renderings submitted with Part 1 of this RFP.
 - Detailed list of construction materials to be used for each floor plan.
 - Cost Proposals for square foot development costs of each floor plan and site-work line-item pricing (see sample pricing sheet in Exhibit 3). The pricing listed on the Reconstruction Cost Estimate Form shall include all of Offeror's costs for completing the reconstruction of the selected standard floor plans, including all labor, profit, overhead, materials, tools, supplies, equipment, personnel, travel expenses, bonding and insurance, permitting, licensure, taxes, sales tax, and all other associated costs and incidental costs necessary to provide the products and services according to the minimum specifications, requirements, provisions, terms, and conditions set forth in this Solicitation. Offerors should submit pricing that is effective for County of Maui covered by this Solicitation.
 - Detailed information regarding the Offeror's construction methodology and technical design strategies. Narrative must demonstrate the incorporation of innovative techniques to streamline construction timeframes, enhance structural resiliency, and improve overall build quality.
- The one (1) Offeror with the highest scoring Phase 2 score will be awarded. Following notification of award, OOR intends to execute a Contract with the awardee.

Attachment A
References

In the space below, please provide contact information for a minimum of three (3) references for which you provided services of a similar scope and size as identified within this RFP in the last five (5) years. Use additional sheets as required.

Reference 1			
Name of Contract:		Contract Amount:	
Summary of Services Provided:			
Link to Applicable Website(s):			
Name of Organization:		Point of Contact:	
Phone:		Email:	
Reference 2			
Name of Contract:		Contract Amount:	
Summary of Services Provided:			
Link to Applicable Website(s):			
Name of Organization:		Point of Contact:	
Phone:		Email:	
Reference 3			
Name of Contract:		Contract Amount:	
Summary of Services Provided:			
Link to Applicable Website(s):			
Name of Organization:		Point of Contact:	
Phone:		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
Form of Non-Collusive Affidavit

STATE OF HAWAII
COUNTY OF MAUI

_____, being first duly sworn deposes and says:

That he/she is _____

(a bidder, partner or officer)

of the firm of _____,

the party making the foregoing proposal or bid; that such bid is genuine and not collusive or a sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to secure any advantage against the State of Hawai‘i or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

(Name of bidder if the bidder is an Individual)
(Name of partner if the bidder is a Partnership)
(Name of officer if the bidder is a Corporation)

Subscribed and sworn to before me

This _____ day of _____, 20_____.

Notary Public, _____ Judicial Circuit, State of Hawai‘i

My commission expires _____, 20_____.

Attachment D
Conflict of Interest Disclosure

This form is required to comply with federal, state, and local conflict of interest regulations. All contractors submitting proposals in response to the County of Maui's CDBG-DR Single Family Homeowner Reconstruction Program Request for Proposals (RFP) must disclose any actual, potential, or perceived conflicts of interest in accordance with:

- 24 C.F.R. § 570.489(g) and (h) – Conflict of interest provisions applicable to states and their recipients.
- 24 C.F.R. § 570.611 – Conflict of interest provisions specific to CDBG programs.
- 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including:
 - §200.112 – Conflict of Interest.
 - §200.318(c) – General procurement standards prohibiting conflicts of interest.

Completion of this disclosure form is a condition of responsiveness to the RFP.

Section 1: Contractor Information

Contractor/Company Name: _____

Mailing Address: _____

Contact Person: _____

Phone: _____ Email: _____

Section 2: Disclosure of Conflicts

Please indicate whether any of the following apply:

1. No Conflicts – The contractor affirms that no actual, potential, or perceived conflicts of interest exist.
2. Yes, Conflict(s) Identified – The contractor discloses the following (check all that apply and provide detail below):
 - Financial, business, or personal relationships with employees, officials, consultants, or agents of the County of Maui, or subrecipients engaged in the CDBG-DR program.
 - Financial interest in properties, businesses, or activities that may be affected by the CDBG-DR Single Family Reconstruction Program.
 - Current or prior employment or contractual relationships with the County of Maui or subrecipients related to disaster recovery activities.
 - Familial relationships (spouse, parent, child, sibling, in-law, etc.) with persons employed by, affiliated with, or serving as agents of the County of Maui or its subrecipients in the CDBG-DR program.
 - Any other situation that could be perceived as a conflict of interest under the above federal regulations.

Description of Conflict(s):

Section 3: Certification

By signing below, the contractor certifies that:

1. The information provided herein is true, complete, and accurate to the best of their knowledge.
2. The contractor understands that failure to disclose a known conflict of interest may result in disqualification of the proposal, contract termination, and/or other remedies available under federal and state law.
3. The contractor agrees to comply with the conflict of interest requirements set forth at 24 C.F.R. § 570.489(g)-(h), 24 C.F.R. § 570.611, and 2 C.F.R. Part 200 (§200.112, §200.317, §200.318(c)).
4. The contractor will promptly notify the County of Maui in writing if any conflict of interest arises or becomes known at any time during the procurement or performance of work under this program.

Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

Instructions for Submission

This form must be completed, signed, and included in the contractor's proposal package. Proposals submitted without a completed Conflict of Interest Disclosure and Certification Form will be considered non-responsive.

Attachment E
Litigation and Audit Finding History

Using this form, Offeror must disclose any actual or alleged breaches of contract, which have been asserted or claimed against it. In addition, Offeror must disclose any civil or criminal litigation or investigation pending at any point during the last three years to which Offeror is/was a party or in which Offeror has been judged guilty or liable. The Offeror must also disclose any findings, concerns, or investigations identified through the Office of Inspector General, or other Federal, State, or local government auditor. For each instance of litigation or investigation, Offeror shall list: basic case information (e.g., cause number/case number, venue information, names of parties, name of investigating entity); a description of claims alleged by or against Offeror or its parent, subsidiary, or other affiliate; for each resolved case, a description of the disposition of Offeror's involvement (e.g., settled, dismissed, judgment entered, etc.).

- Failure to comply with the terms of this provision may disqualify any Offeror. Solicitation Responses may be rejected based upon Offeror's prior history with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor or significant failure(s) to meet contractual obligations.
- If Offeror has no litigation history, as described above, it must so indicate in the appropriate section of the Solicitation Response.

Make as many copies as needed to provide a 3-year history of requested information.

Company Name:

Type of Incident (<i>Alleged Negligence, Breach of Contract, Finding, Concern, Investigation or Non-Compliance</i>)	
Incident Date and Date Filed	
Plaintiff (<i>Company, person, entity – acted against your company or state if your company initiated the action</i>)	
Case Number	
Court (<i>Name of State and County</i>)	
Project (<i>Address and Name</i>)	
Allegation (<i>Stated reason your company was accused or negligence, breach of contract, funding, concern, investigation or non-compliance of governmental regulation or the allegations your company made</i>)	
Final Outcomes (<i>who prevailed and how</i>)	

Attachment F
Standard Qualifications Questionnaire

COUNTY OF MAUI
STANDARD QUALIFICATION QUESTIONNAIRE
FOR OFFERORS

issued by the
COUNTY OF MAUI

To be filed with the procurement officer calling for offers in accordance with Section 103D-310, HRS, as amended.

Project: Reconstruction of Single-Family Homes in Support of CDBG-DR funded Single-Family Homeowner Reconstruction Program
RFP No.: RFP # 25-26/P-57

Submitted By _____

Address _____

Date _____

STANDARD QUALIFICATION QUESTIONNAIRE

COVERING EXPERIENCE, EQUIPMENT AND FINANCIAL STATEMENT OF OFFERORS. THE OFFICER CALLING FOR OFFERS MAY REQUIRE THE OFFEROR TO FURNISH ADDITIONAL INFORMATION NOT SPECIFICALLY COVERED HEREIN. ALL ITEMS MUST BE ANSWERED AND OMISSIONS MAY BE CONSIDERED GOOD CAUSE FOR UNFAVORABLE CONSIDERATION.

GENERAL INFORMATION

1. The statements contained in this Questionnaire are being furnished for consideration in submitting an offer for the following project:

- (a) Project Title_____
- (b) Location_____
- (c) Offer Due Date_____

2. The Questionnaire is being submitted in behalf of:

- (a) Name of Offeror_____
- (b) Address_____
- (c) Telephone No._____
- (d) Date Submitted_____
- (e) Federal Tax ID number_____
- (f) Hawaii General Excise Tax License ID_____

A Corporation
 A Partnership
 An Individual

3. The prime offeror shall list all subcontracted firms below. If the bid is submitted with subcontractors, then each subcontracted firm must submit all information listed in the Experience Questionnaire below.

- (a) Subcontracted firms:

- _____
- _____
- _____
- _____

EXPERIENCE QUESTIONNAIRE

Submitted by _____

- A Corporation
- A Partnership
- An Individual

Principal Office _____

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a General Contractor, Developer, Design Professional, etc. under your present business name? _____

2. How many years experience in design, construction _____ has your organization had: (A) as a General Contractor _____; (B) as a Developer _____; (C) as a Designer _____; (D) as a Other _____
3. Use the table below to document the projects your organization has completed in the past five (5) years within the County of Maui and State of Hawaii:

Contract Amount	Description	Date Completed	Name and Address of Owner

4. Have you ever failed to complete any work awarded to you? _____
If so, state when, where and why? _____

5. Has any officer or partner of your organization in the past five (5) years been an officer or partner of some other organization that failed to complete a contract? If so, state name of individual, other organization and reason therefore. _____

6. Has any officer or partner of your organization in the past five (5) years failed to complete a contract handled in his own name? _____ If so, state name of individual, name of Owner and reason therefore.

7. In what other lines of business are you financially interested? _____

8. For what corporations or individuals in the past five (5) years have you performed work, and to whom do you refer? _____

9. For what Bureaus or Departments of the State or County government -have you performed work and to whom do you refer?

10. Have you performed work for the U. S. Government? _____ If so, when and to whom do you refer?

11. Have you performed work for the County of Maui? _____ If so, when and to whom do you refer?

12. Have you ever performed any work for any other governmental agencies inside the State of Hawaii? If so, when and to whom do you refer?

13. What is the experience of the principal individuals of your organization? Partnership?

Individual's Name	Position	Years of Work Experience	Magnitude and Type of Work

14. In what manner have you inspected this proposed work?

15. Explain your plan or layout for performing the proposed work.

16. The work, if awarded to you, will have the personal supervision of whom?

17. Do you intend to sublet any other portions of the work (Design or Construction)? _____
If so, state the name of the subcontractor/subconsultant. _____

18. From which sub-contractors or agents do you expect to require a bond? _____

FINANCIAL STATEMENT

Submitted by _____

- A Corporation
- A Partnership
- An Individual

Principal Office _____

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

STATEMENTS OF INCOME AND RETAINED EARNINGS For the Years Ended 2024 and 2025

	<u>2024</u>	<u>2025</u>
Contract revenues	\$ _____	\$ _____
Costs of contracts	\$ _____	\$ _____
Gross income from contracts	\$ _____	\$ _____
General and administrative expenses	\$ _____	\$ _____
Income from operations	\$ _____	\$ _____
Other income (expense)	\$ _____	\$ _____
Income before income taxes	\$ _____	\$ _____
Income taxes	\$ _____	\$ _____
Net income	\$ _____	\$ _____
Retained earnings, beginning of the year	\$ _____	\$ _____
Retained earnings, end of the year	\$ _____	\$ _____

If a corporation, answer this:

Capital paid in cash, \$ _____

When Incorporated: _____

In what State: _____

Date registered in Hawaii: _____

President's Name: _____

Vice President's Name: _____

Secretary's Name: _____

Treasurer's Name: _____

If a partnership, answer this:

Date of organization: _____

Date registered in Hawaii: _____

State whether partnership is general or limited: _____

Name and address of partners:

The undersigned hereby declares: that the foregoing is a true statement of the financial condition of the individual, partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the offeror a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

NOTE: A partnership must give firm name and signatures of all partners. A corporation must give full corporate name, signature of official, and affix corporate seal.

Affidavit for Individual

STATE OF HAWAII
COUNTY OF _____

_____ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Sworn to before me this
_____ day of _____ 20_____

(Applicant must also sign here)

Notary Public

Affidavit for Partnership

STATE OF HAWAII
COUNTY OF _____

_____ being duly sworn, deposes and says that he is a member of the firm of _____; and that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Sworn to before me this
_____ day of _____ 20_____

(Members of firm must also sign here)

Notary Public

Affidavit for Corporation

STATE OF HAWAII
COUNTY OF _____

_____ being duly sworn, deposes and says that he is _____ of the _____, the corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Sworn to before me this
_____ day of _____ 20_____

(Officer must also sign here)

Notary Public

Attachment G

**CERTIFICATION OF COMPLIANCE FOR EMPLOYMENT OF STATE RESIDENTS HRS CHAPTER 103B, AS
AMENDED BY ACT 192, SLH 2011**

PROJECT: COUNTY OF MAUI – OFFICE OF RECOVERY –
Design and Construction in Support of Community Development Block Grant – Disaster
Recovery (CDBG-DR) Single Family Homeowner Reconstruction Program

RFP NO.: RFP # 25-26/P-57

As required by Hawai'i Revised Statutes Chapter 103B, as amended by Act 192, Session Laws of Hawaii 2011-Employment of State Residents on Construction Procurement Contracts, I hereby certify under oath, that I am an officer of _____ and _____
(Name of Contractor or Subcontractor Company)
for the Project Contract indicated above, _____ was in _____
(Name of Contractor or Subcontractor Company)
compliance with HRS Chapter 103B, as amended by Act 192, SLH 2011, by employing a workforce of which not less than eighty percent are Hawai'i residents, as calculated according to the formula in the solicitation, to perform this Contract.

- I am an officer of the Contractor for this contract.
- I am an officer of the Subcontractor for this contract.

CORPORATE SEAL

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

Subscribed and sworn to me before this
— day of  20

Doc. Date: _____ # of Pages _____ 1st Circuit

Notary Name: _____

Doc. Description: _____

Notary Public, 1st Circuit, State of Hawai'i
My commission expires:

Notary Signature
NOTARY CERTIFICATION

Date

Attachment H
NON-GRATUITY AFFIDAVIT

This release form is to be executed and filed by the Subrecipient before the final payment is made.

Name of Project _____

Project No.

Contract No. _____

County of MAUI

STATE OF HAWAII)
COUNTY OF MAUI) : SS.

The undersigned hereby certifies that he/she is the

(Title) _____ of _____

(Name of organization, partnership or corporation)

that in connection with the aforesaid project, he/she or its officers, representatives, agents, subcontractors or employees has (have) not given or made any agreement to give to any officer or employee of the County who exercises any function or responsibility in connection with the Project, his/her relatives or agents, any gift of money or any other gifts; or gratuity in any form whatsoever; has (have) not loaned any money or anything of value to any such officer or employee, his/her relatives or agents; has (have) not rented or purchased any equipment, or any form thereof, or supplies of any nature whatsoever from any such officer or employee, his/her relatives or agents.

(Signature)

Subscribed and sworn to before me
this _____ day of _____
20____.

Notary Public, _____ Judicial
Circuit, State of Hawaii
My commission expires: _____

Attachment I
**CERTIFICATION OF COMPLIANCE WITH HRS 396-18, SAFETY AND HEALTH PROGRAMS FOR
CONTRACTOR BIDDING ON COUNTY JOBS IN EXCESS OF \$100,000**

PROJECT: COUNTY OF MAUI – OFFICE OF RECOVERY -
Design and Construction in Support of Community Development Block Grant – Disaster
Recovery (CDBG-DR) Single Family Homeowner Reconstruction Program

RFP NO.: RFP # 25-26/P-57

This is to certify that the undersigned will comply with the requirements of Section 396-18, Hawaii Revised Statutes, as amended, in the following manner:

- A. A written safety and health plan for the job will be available and implemented by the notice to proceed dates of the project.
- B. The written safety and health plan shall include:
 - (1) A safety and health policy statement reflecting management commitment;
 - (2) A description of the safety and health responsibilities of all levels of management and supervisors on the job and a statement of accountability appropriate to each;
 - (3) The details of:
 - a) The mechanism for employee involvement in job hazard analysis;
 - b) Hazard identification, including periodic inspections and hazard correction and control;
 - c) Accident and "near-miss" investigations; and
 - d) Evaluations of employee training programs;
 - (4) A plan to encourage employees to report hazards to management as soon as possible and to require management to address these hazards promptly; and
 - (5) A certification by a senior corporate or company manager that the plan is true and correct.
- C. Failure to submit the required certification may be grounds for disqualification of the bid.
- D. Failure to have available on site or failure to implement the written safety and health plan by the project's notice to proceed date shall be considered willful noncompliance and be sufficient grounds to disqualify the award and terminate the contract.

Bidder

BY: _____
Authorized Signature

Title

Date

Attachment J
Surety Bid Bond

Bond No.: _____

KNOW TO ALL BY THESE PRESENTS:

That we, _____ as Offerer,

(Full Name or Legal Title of Offeror)

hereinafter called Principal, and _____ as Surety,

(Name of Bonding Company)

hereinafter called Surety, a corporation authorized to transact business as a Surety in the State of Hawaii, are held and firmly bound unto _____, as Owner, hereinafter called Owner,

(State/County Entity)

in the penal sum of _____ Dollars(\$ _____),

(Required Amount of Bid Security)

lawful money of the United States of America, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS:

The Principal has submitted an offer for the: **COUNTY OF MAUI OFFICE OF RECOVERY –**

RFP # 25-26/P-57.

(Project Name and Number)

NOW THEREFORE:

The condition of this obligation is such that if the Owner shall reject said offer, or in the alternate, accept the offer of the Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such offer, and give such bond or bonds as may be specified in the Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof as specified in the solicitation than this obligation shall be null and void, otherwise to remain in full force and effect.

Signed this _____ day of _____, 20____

[Stamp or Seal]

Name of Principal (Offeror)

By _____
Signature _____

Title

[Stamp or Seal]

Name of Surety

By _____
Signature _____

Title

Attachment K
Performance Bond with Surety

BOND NO.

KNOW TO ALL BY THESE PRESENTS:

That [CONTRACTOR NAME], a [Hawaii/Other] [corporation/limited liability company/nonprofit company/etc.], [dba CONTRACTOR DBA], whose mailing address is [Contractor's Mailing Address], as Contractor, hereinafter called "Principal," and _____, as surety, hereinafter called "Surety," a corporation authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the COUNTY OF MAUI, a political subdivision of the State of Hawaii, Wailuku, Maui, Hawaii, its successors and assigns, hereinafter called "Obligee" in the amount of \$____ as performance bond, (being \$____ in the amount of one hundred percent (100%) of the contract price as required by Section 103D-324, Hawaii Revised Statutes), lawful money of the United States of America, for the payment of which to the said Obligee, well and truly made, Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-bound Principal has signed a contract with Obligee dated _____, for the project entitled "[Name of Project]", identified under [IFB/RFP/Project/Job No.], hereinafter called "Contract," which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in strict accordance with the terms of the Contract as said Contract may be modified or amended from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

Surety to this bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligee to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Obligee in satisfaction of the surety's performance obligation on this bond.

Signed this __ day of _____, 20__ .

PRINCIPAL EXECUTION PAGE

PRINCIPAL:

CONTRACTOR NAME:

By _____
(Signature)

(Print Name)

Its _____
(Title)

Date _____

SURETY EXECUTION PAGE

SURETY:

By _____
(Signature)

(Print Name)

Its _____
(Title)

Date _____

STATE OF _____

COUNTY OF _____

On this ____ day of ____, 20____, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Stamp or Seal]

Notary Public, State of _____

Print name: _____

My commission expires: _____

NOTARY PUBLIC CERTIFICATION	
Doc. Date:	No. of Pages:

Notary Name:	Judicial Circuit:
Doc. Description:	Performance Bond with Surety,
Contract No. [Contract Number] _____ _____ _____	
_____ _____ _____	
Notary Signature:	[Stamp or Seal]
Date:	

Attachment L
Payment Bond with Surety

BOND NO.

KNOW TO ALL BY THESE PRESENTS

That we, [CONTRACTOR NAME], a [Hawaii/Other] [corporation/limited liability company/nonprofit company/etc.], [dba CONTRACTOR DBA], whose mailing address is [Contractor's Mailing Address], as Contractor, hereinafter called "Principal," and _____, as surety, hereinafter called "Surety", a corporation authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the COUNTY OF MAUI, a political subdivision of the State of Hawaii, Wailuku, Maui, Hawaii, its successors and assigns, as Obligee, hereinafter called "Obligee," in the amount of \$____ as payment bond (being \$____ in the amount of one hundred percent (100%) of the contract price as required by Section 103D-324, Hawaii Revised Statutes), lawful money of the United States of America, for the payment of which to the said Obligee, well and truly made, Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, above-bound Principal has signed a contract with the Obligee dated _____ for the project entitled "[Name of Project]", identified under [IFB/RFP/Project/Job No.], hereinafter called "Contract," which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor and materials supplied to the Principal for the use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

1. Surety to this bond hereby stipulates and agrees that no charges, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawing accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

2. A "Claimant" shall be defined herein as any person who has furnished labor or materials to the principal for the work provided in the Contract.

Every Claimant who has not been paid amounts due for labor and materials furnished for work provided in the Contract may institute an action against the Principal and its Surety on this bond at the time and in the manner prescribed in Section 103D-324, Hawaii Revised Statutes, and have the rights and claims adjudicated in the action, and judgment rendered thereon; subject to the Obligee's priority in this bond. If the full amount of the liability of the Surety on this bond is insufficient to pay the full amount of the claims, then after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the claimants.

Signed this __ day of _____, 20__

PRINCIPAL EXECUTION PAGE

PRINCIPAL:

[CONTRACTOR NAME]

By _____
(Signature)

(Print Name)

Its _____
(Title)

Date

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Stamp or Seal]

Notary Public, State of _____

Print name: _____

My commission expires: _____

NOTARY PUBLIC CERTIFICATION

Doc. Date:

No. of Pages:

Notary Name:

Judicial
Circuit:

Doc.

Description: Payment Bond with Surety

Contract No. [Contract Number]

[Stamp or Seal]

Notary
Signature:

Date:

SURETY EXECUTION PAGE

SURETY:

By _____
(Signature)

(Print Name)
Its _____
(Title)

Date _____

STATE OF _____

COUNTY OF _____

On this day of _____, 20____, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Stamp or Seal]

Notary Public, State of _____

Print name:.....

My commission expires:.....

NOTARY PUBLIC CERTIFICATION

Doc. Date:	<hr/>	No. of Pages:	<hr/>
Notary Name:	<hr/>		
Doc.	<hr/>		
Description:	<u>Payment Bond with Surety,</u> <hr/>		
Contract No. [Contract Number]	<hr/>		
	<hr/>		
	<hr/>		
Notary Signature:	<hr/>		
Date:	<hr/>		

[Stamp or Seal]

Attachment M
CONTRACTOR'S STANDARDS OF CONDUCT DECLARATION

On behalf of _____ [CONTRACTOR NAME], hereinafter referred to as the "Contractor", the undersigned does declare as follows:

1. Contractor **is*** **is not** a County of Council Member or an Employee or a business in which a County Council Member or an Employee has substantial interest.

For the purposes of this declaration:

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

"Employee" means any nominated, appointed, or elected officer or employee of County, including members of boards, commissions, and committees, and employees under contract to the County, but excluding members of the County Council ("County Council Members").

2. Contractor has not been represented or assisted personally in the matter by an individual who has been an Employee of the County department awarding this Contract within the preceding year and who participated while so employed in the matter with which the Contract is directly concerned.
3. Contractor has not been assisted or represented by a County Council Member or Employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a County Council Member or Employee for a fee or other compensation in the performance of this Contract, if the County Council Member or Employee has been involved in the development or award of the Contract.
4. Contractor has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an Employee, or in the case of the County Council, a County Council Member, and participated while an Employee or a County Council Member on matters related to this Contract.
5. Contractor understands that the Contract to which this document is attached is voidable on behalf of the County if this Contract was entered into in violation of any provision of Article 10 of the Revised Charter of the County of Maui ("Code of Ethics"), including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the County.

Signature: _____

Print Name: _____

Title: _____

Date: _____

*Reminder to agency: If the "is" block is checked and if the Contract involves goods or services in excess of \$500, the Contract may not be awarded unless the Contract is made after competitive bidding.

Attachment N
Wage Certification for Construction Contracts
Projects subject to HRS 104

TO: Chief Procurement Officer

SUBJECT: Solicitation No.: _____

PROJECT: _____

Pursuant to **HRS 103-55.5 Wages and Hours of Employees on Public Works Construction Contracts**, I hereby certify that if awarded the contract in excess of \$2,000, the work to be performed will be performed under the following conditions:

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

Contractor Name: _____

Signature: _____

Print: _____

Title: _____

Date: _____

Attachment O
CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT
(Reference §3-122-112, HAR)

Reference: _____ (Contract Number) _____ (IFB/RFP Number)

____ affirms it is in
(Company Name)
compliance with all laws, as applicable, governing doing business in the State of Hawai'i to include the following:

1. Chapter 383, HRS, Hawai‘i Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker’s Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and
5. maintains a “Certificate of Good Standing” from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, _____
(Company Name)

acknowledges that making a false statement shall cause its suspension and may cause its debarment from future awards of contracts.

Signature: _____

Print Name:

Title:

Date:

Exhibit 1 – Apprenticeship Program Preference

Bidders seeking preference for this shall:

1. DESIGNATION OF APPRENTICESHIP PROGRAM PREFERENCE IN PROPOSAL

Offerors shall refer to Subsection 103-55.6, HRS, relating to Public Works Construction; Apprenticeship Agreement, which is applicable to this project. Offerors with apprenticeship programs that are registered with the State of Hawaii Department of Labor and Industrial Relations (DLIR) may apply for a preference of five percent (5%).

Offeror's are advised to review the State of Hawaii Comptroller's Memorandum No. 2011-25, which can be downloaded at weblink:

<http://ags.hawaii.gov/wp-content/uploads/2012/09/CM2011-25.pdf>.

2. APPLICATION FOR APPRENTICESHIP PROGRAM PREFERENCE

Offeror who apply for the apprenticeship preference must be a party to an apprenticeship agreement registered with the State of Hawaii Department of Labor and Industrial Relations for each apprenticeable trade the offeror will employ. Subcontractors do not have to be a party to an apprenticeship agreement.

Offeror shall provide with their proposal a completed Form 1 "Certification of Offeror's Participation" for each apprenticeable trade they will "employ" on the project.

Each completed Form 1 must be signed by a person authorized by DLIR to verify that an offeror is a party to an apprenticeship program. The list of persons authorized to sign Form 1 can be downloaded at the DLIR website:

<https://labor.hawaii.gov/wdd/home/employers/apprenticeship/resources/>

3. QUALIFICATION

If the County verifies and qualifies each trade, the five percent (5%) preference will be applied. If the County cannot verify each trade, the offeror will not be qualified and the five percent (5%) preference will not be applied.

The Apprenticeship Preference is applied by decreasing the total sum proposal amount by five percent (5%) for proposal evaluation purposes only.

The contract amount shall be the total sum proposal amount, exclusive of any preferences.

4. CONTRACT REQUIREMENTS

An offeror who is awarded a contract shall certify monthly in writing that the offeror is a party to a registered apprenticeship agreement for each apprenticeable trade for the entire duration of the offeror's work on the project.

Monthly certification shall be made using Form 2, "Monthly Report of Contractor's Participation in Approved Apprenticeship Program under Act 17". The name of apprenticeable trade and Apprenticeship Sponsor on Form 2 must be the same as listed.

Each completed Form 2 must be signed by a person authorized by DLIR to verify that an offeror is a party to an apprenticeship program. The list of persons authorized to sign Form 1 can be downloaded at the DLIR website:

<https://labor.hawaii.gov/wdd/home/employers/apprenticeship/resources/>

An offeror who is awarded a contract shall be subject to the following sanctions if, after commencement of work, the offeror at any time during the construction is no longer a party to a registered apprenticeship agreement for each apprenticeable trade the offeror will employ to construct the public works:

- (1) Temporary or permanent cessation of work on the project, without recourse to breach of contract claims by the offeror; provided that the governmental body shall be entitled to restitution for nonperformance or liquidated damages, as appropriate; or
- (2) Proceedings to debar or suspend under Section 103D-702, HRS, relating to Authority to Debar or Suspend.

5. DLIR FORM 1 AND FORM 2

The offeror shall obtain the Form 1 and Form 2 from the DLIR website:

<https://labor.hawaii.gov/wdd/home/employers/apprenticeship/resources/>

- (1) For each apprenticeable trade the proposer will employ for this project, submit with its Offer fully executed and authorized CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17. Schedule F attached to this solicitation verifying participation in apprenticeship program(s) registered with the DLIR.
- (2) The Contractor shall certify each month that work is being conducted on the project and that it continues to be a participant in the relevant apprenticeship program for each trade it employs. Monthly certification shall be made on MONTHLY REPORT OF CONTRACTOR'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (Schedule F-I).

SCHEDULE F - CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17

I. Bidder's Identifying Information			
A. Legal Business Name: _____			
B. Project Bid Title & Reference No.: _____			
C. Contact Person's Name: _____			
1. Phone No.: _____		2. E-Mail: _____	
II. Apprenticeable Trades To Be Employed*		B. Apprenticeship Sponsor* (One Sponsor Per Form)	C. No. Enrolled (# of apprentices currently enrolled as of bidder's request date)
A. (List)		D. No. Completed (# of apprentices who completed the apprenticeship program in the 12 months prior to request date)	
1.		_____	
2.		_____	
3.		_____	
4.		_____	
5.		_____	
6.		_____	
III. Bidder's Certification			
I certify that the above information is accurate to the best of my knowledge, I understand that my willful misstatement of facts may cause forfeiture of the preference under Act 17 and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference.			
A. Name (Type) _____		B. Title _____	
C. Signature (original signature required) _____		D. Date _____	
IV. Apprenticeship Sponsor's Contact Information			
A. Training Coordinator's Name: _____			
B. Address: _____			
C. Phone No.: _____		D. E-Mail: _____	
E. Fax No: _____			
V. Apprenticeship Program Sponsor's Certification			
I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the bidder's preference and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference under Act 17.			
Name of Authorized Representative: _____			
Signature: _____			
Date: _____			

* Name of Apprenticeable Trade and Apprenticeship Sponsor must be the same as recorded in the List of Construction Trades in Registered Apprenticeship Programs that is posted on the State Department of Labor and Industrial Relations website. (Rev. 08/25/2010)

SCHEDULE F-1 - MONTHLY REPORT OF CONTRACTOR'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17

I. Contractor's Identifying Information		II. Reporting Period	
A. Legal Business Name:		A. Month: (choose)	B. Year: (choose)
B. Project Bid Title & Reference No.:			
C. Contact Person's Name:			
1. Phone No.:		2. E-Mail:	
III. Apprenticeship Program (Complete a separate form for <i>each</i> apprenticeship program in which workers are employed on the project)			
A. Contractor was a party to an apprenticeship program or programs with the following sponsor: (Give sponsor's name(s).*)		B. Was the contractor a party to the program during the <i>entire</i> report month?	
		1. YES <input type="checkbox"/>	
		2. NO <input type="checkbox"/> If NO, state applicable period and why (may be subject to sanctions.)	
III. Contractor's Certification			
I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the preference under Act 17 and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference.			
A. Name (Type)		B. Title	
C. Signature (original signature required)		D. Date	
IV. Apprenticeship Sponsor's Contact Information			
A. Training Coordinator's Name: _____			
B. Address: _____			
C. Phone No.: _____		D. E-Mail: _____	
E. Fax No: _____			
V. Apprenticeship Program Sponsor's Certification			
I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the bidder's preference and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference under Act 17.			
Name of Authorized Official _____			
Signature _____		Date _____	

* *Name of Apprenticeship Sponsor must be the same as recorded in the list of Construction Trades in Registered Apprenticeship Programs that is posted on the State Department of Labor and Industrial Relations website. (Rev. 08/25/2010)*

Exhibit 2 - Sample Contract

SAMPLE CONTRACT FOR CONSTRUCTION

Job No. / IFB No./ RFP No./ OBS No./ Sole Source No.: [Job No.]

Certification Requested from County: \$

[If contract includes contingency allowance]Contingency (included above): \$

This CONTRACT is made and entered into by and between the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose business address is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter referred to as the "County", and [CONTRACTOR NAME], a [Hawaii/Other] [corporation/limited liability company/nonprofit company/etc.], [dba CONTRACTOR OBA], whose mailing address is [Contractor's Mailing Address], hereinafter referred to as the "Contractor". County and Contractor shall hereinafter be referred to collectively as the "Parties".

Source of Funds. The source(s) and availability of the funds for this Contract shall be as set forth in the Contract Certification signed by the Director of Finance of the County of Maui on or before the effective date of this Contract. Contract Certification shall be on file in the office of the Director of Finance of the County of Maui.

R E C I T A L S:

WHEREAS, the County has issued a Request for Competitive Sealed Proposal ("RFP"), and has received and reviewed proposals submitted in response to the RFP;

WHEREAS, the Contractor has been identified as the responsible offeror whose proposal was determined to be the most advantageous, taking into consideration price and the evaluation factors set forth in the RFP;

WHEREAS, the County desires to retain and engage the Contractor to provide the services described in this Contract and its attachments, and the Contractor desires to render such services for, and on behalf of, the County;

WHEREAS, the Contract is for construction as defined in Section 103D-104, Hawaii Revised Statutes ("HRS"); and

WHEREAS, pursuant to Section 46-1.5(4), HRS, the County is authorized to enter into this Contract.

NOW, THEREFORE, in consideration of the following mutual promises and agreements set forth, the Parties agree as follows:

I. Scope of Work. The Contractor shall supply, furnish, and pay for all labor, transportation, materials, tools, and equipment necessary to construct in place and complete all work as shown and called for in the Contract Documents (as defined in Paragraph 1.04 of the General Conditions). Contract Documents are maintained and on file in the office of the Director of Finance of the County of Maui, and all of the documents are hereby incorporated by reference

as if fully repeated herein and made a part of this Contract.

2. Time of Performance. The Contractor shall commence performance under this Contract upon issuance of the Notice to Proceed, and shall complete performance within [number of days] calendar days therefrom, unless sooner completed, terminated, or extended in compliance with the terms of this Contract.

3. [If contract does not include contingency allowance] Compensation and Payment Schedule. In full compensation for Contractor's performance under this Contract, the County agrees to pay Contractor, subject to appropriation, a total amount not to exceed the amount of certification requested as set forth above, inclusive of all taxes, and in accordance with the terms and schedule(s) set forth in the Contract Documents. Monthly progress payments shall be made to Contractor in arrears and subject to compensation retention, all in accordance with Section 7.3 of the General Conditions. Payments shall be subject to the prior receipt of the Contractor's monthly progress payment request by the Officer in Charge, no later than on the fifth (5th) day of each month for work performed during the previous calendar month. Requests for monthly progress payment shall set forth and include all the information, documentation, and certification required under Section 7.3 of the General Conditions, and any other information reasonably requested from time to time by the Officer in Charge. Final Payment shall be made in accordance with Section 7.7 of the General Conditions.

4. [If contract includes contingency allowance] Compensation and Payment Schedule. In full compensation for Contractor's performance under this Contract, the County agrees to pay Contractor, subject to appropriation, a total amount not to exceed the amount of certification requested as set forth above, inclusive of all taxes, which amount includes the contingency also as set forth above. Payments shall be made in accordance with the terms and schedule(s) set forth in the Contract Documents. Monthly progress payments shall be made to Contractor in arrears and subject to compensation retention, all in accordance with Section 7.3 of the General Conditions. Payments shall be subject to the prior receipt of the Contractor's monthly progress payment request by the Officer in Charge, no later than on the fifth (5th) day of each month for work performed during the previous calendar month. Requests for monthly progress payment shall set forth and include all the information, documentation, and certification required under Section 7.3 of the General Conditions, and any other information reasonably requested from time to time by the Officer in Charge. Final Payment shall be made in accordance with Section 7.7 of the General Conditions.

5. General Terms and Conditions. The Contractor shall comply with the General Terms and Conditions of this Contract (also referred to as the "General Conditions"), which are attached hereto and is hereby made a part of this Contract. (Exhibit 5)

6. Federal Terms and Conditions. The Contractor shall comply with the Federal Terms and Conditions of this Contract (also referred to as the "Exhibit A"), which are attached hereto and is hereby made a part of this Contract.

7. Bonds. The Contractor is required to deliver to the County a performance bond in a form provided by the County, executed by a surety company authorized to do business in this County or otherwise secured in a manner satisfactory to the County, in an amount equal to one hundred per cent of the price specified in the Contract. The Contractor is required to deliver to the County a payment bond in a form provided by the County, executed by a surety company

authorized to do business in this County or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the Contractor for the performance of the work provided for in the Contract. The payment bond shall be in an amount equal to one hundred percent of the price specified in the Contract.

8. Standards of Conduct Declaration. The Standards of Conduct Declaration of the Contractor is attached hereto and is made a part of this Contract.

9. Other Terms and Conditions. Any Special Conditions are attached hereto and made a part of this Contract. In the event of a conflict between the General Terms and Conditions and the Special Conditions, the Special Conditions shall control.

10. Liquidated Damages. The Contractor recognizes and agrees that time is of the essence under this Contract and, due to the speculative character and difficulty of ascertaining damages to the County resulting from any delay beyond the date set herein for completion, the Parties hereto, for the purpose of putting the question of damages beyond controversy and dispute, hereby agree that the Contractor shall pay to the County the sum of \$ ____ per calendar day as set forth in the Contract Specifications as liquidated damages, and not as a penalty, for each and every calendar day that work or any portion of work contemplated under this Contract remains uncompleted beyond the time set herein for completion; provided, however, that the remedy of liquidated damages shall be in addition to any other rights and remedies otherwise available to the County and not expressly waived herein.

The Contractor agrees that the aforesaid sum is a reasonable estimate of, and reasonably proportionate to, the damages which will probably be sustained by the County as a result of any delay.

11. Conflict. In the event of any conflict between or among this Contract and other documents that are attached hereto or incorporated herein by reference or both, the terms of this Contract shall control first, the County's General Conditions second, other documents prepared by the County third, and documents prepared or submitted, or both, by the Contractor last.

12. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the County shall be sent to:

Procurement Officer
Department of Finance
County of Maui
200 South High Street
Wailuku, Maui, Hawaii 96793

Notice to the Contractor shall be sent to the Contractor's address as indicated in this Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time

of actual receipt, whichever is earlier. The Contractor is responsible for notifying the County in writing of any change of address.

13. Officer-in-Charge. The Director of the Office of Recovery, or an authorized representative, shall be the Officer-in-Charge for all services provided herein, and shall have the right to oversee the successful completion of contract requirements, including monitoring, coordinating and assessing Contractor's performance and approving completed work/services with verification of same for Contractor's invoices or requests for payment. The Officer-in-Charge also serves as the point of contact for the Contractor from award to contract completion.

14. Counterparts and Electronic Signatures. The Contract may be executed, in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. The parties agree that they may utilize and shall be bound by their electronic signatures, pursuant to Chapter 489E, Hawaii Revised Statutes.

IN WITNESS WHEREOF, the Parties execute this Contract by their signatures, on the dates below, to be effective as of the date of the last signature hereto.

EXHIBIT A

SPECIAL PROVISIONS AND REGULATIONS REQUIRED BY THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Contractors agrees to comply with the following Special Provisions and Regulations.

Federal Law and Regulations:

- a. Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 C.F.R. Part 75, 29 C.F.R. Part 95, 2 CFR Part 200, 20 CFR Part 601, *et seq.*, and all other applicable federal regulations.
- b. Contractor shall comply with all applicable federal laws, including but not limited to:
 - (1) The Temporary Assistance for Needy Families Program (“TANF”), 45 CFR Parts 260- 265, the Social Services Block Grant (“SSBG”), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
 - (2) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, *et seq.*, which prohibits discrimination on the basis of race, color or national origin.
 - (3) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
 - (4) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
 - (5) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101, *et seq.*, which prohibits discrimination on the basis of age.
 - (6) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

(7) The American with Disabilities Act of 1990, Public Law 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.

(8) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

(9) The Davis-Bacon Act, as amended, 40 U.S.C. 276a to 276a-7, and as supplemented by the Department of Labor (DOL) regulations 29 CFR Part 5, the Copeland Anti-Kickback Act, 40 U.S.C. 276c and 18 U.S.C. 874, as supplemented by the DOL regulations 29 CFR Part 3, and the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, as supplemented by the DOL regulations 29 CFR Part 5, regarding labor standards for federally assisted construction subagreements.

(10) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, *et seq.*, Executive Order 11738 and Environmental Protection Agency Regulations. Contractor shall report any violation of the above to County of Maui.

(11) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

(12) The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352: Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see Certification Regarding Lobbying Form within Attachment 2 of this Contract). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(13) Debarment and Suspension: When applicable, as required by the regulation implementing Executive Order (EO) No. 12549 and EO No. 12689, Debarment and Suspension, 2 CFR Part 2998, Contractor must not be, nor within the three-year period preceding the effective date of the Contract have been, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the U. S. Government Services Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs. Contractor must provide a completed Certification Regarding Debarment, Suspension, and Other Responsibility Matters, included in Attachment 2 of this Contract.

(14) Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

(15) Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.

(16) Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or

services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

(17) Rights to Inventions Made Under Contract or Agreement: Contracts or agreements for the performance of experimental, development, or research work shall provide for the rights of the Federal Government and Contractor in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(18) The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

(19) E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

(20) Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(21) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

(22) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

(23) Section 3. Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). For more information regarding Section 3 visit: <https://www.hudexchange.info/programs/section-3/>. Offerors 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.

Further, Contractor certifies that it:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure non- discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all federal statutes relating to non- discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i)any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

13. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

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Exhibit 3 - Sample Pricing Sheets

Note: Pricing sheets will be provided to Offerors who are pre-qualified through RFP Phase 1. The sheets pictured below are for planning purposes only and shall not be completed as part of RFP Phase 1.

Base Recon Plan Costs

	1000-1200 Sq Ft 2 Bedroom / 2 Bathroom	1000-1200 Sq Ft 3 Bedroom / 2 Bathroom	1000-1200 Sq Ft 4 Bedroom / 2 Bathroom	1201-1500 Sq Ft 2 Bedroom / 2 Bathroom	1201-1500 Sq Ft 3 Bedroom / 2 Bathroom	1201-1500 Sq Ft 4 Bedroom / 2 Bathroom	1501-1700 Sq Ft 2 Bedroom / 2 Bathroom	1501-1700 Sq Ft 3 Bedroom / 2 Bathroom	1501-1700 Sq Ft 4 Bedroom / 2 Bathroom	1701-2000 Sq Ft 2 Bedroom / 2 Bathroom	1701-2000 Sq Ft 3 Bedroom / 2 Bathroom	1701-2000 Sq Ft 4 Bedroom / 2 Bathroom
Site Work												
Foundation - Slab on Grade												
Plumbing												
Electrical												
Framing												
Doors & Windows												
Insulation												
Exterior Surface												
Interior Surface												
Mechanical												
Finish Carpentry												
Cabinets												
Appliances												
Flooring												
Paint												
Roofing												
Finish Details												
Miscellaneous												
Total Price	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Design Square Footage (Conditioned Space)	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Price Per Square Foot (Conditioned Space)	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
Cost for Pier and Beam foundation												
Cost for timber pile foundation up to 4' above grade												
Cost for timber pile foundation from 4.1' to 8' above grade												

Site Specific Unit Cost Pricing Form

Demolition:	Lump Sum
Concrete Flatwork (10-200 SF)	
Concrete Flatwork (201 - 400 SF)	
Concrete Flatwork (401 - 600 SF)	
Concrete Flatwork (601 - 800 SF)	
Concrete Flatwork (801 - 1000 SF)	
Concrete Flatwork (1001 - 1500 SF)	
Concrete Flatwork (1501 - 2000 SF)	
Concrete Flatwork (2001 - 2500 SF)	
Utilities	
Complete Septic System Replacement	
Septic Drain Field Replacment	
Decommission Septic System	
Water Well Pump Replacement	
Water Well Replacement (up to 100 feet below ground surface)**	
Water Well Replacement (101 - 150 feet below ground surface)**	
Water Well Replacement (151 - 200 feet below ground surface)**	
Water Well Replacement (201 - 250 feet below ground surface)**	
Water Well Replacement (251 - 300 feet below ground surface)**	
Water Well Replacement (301 - 350 feet below ground surface)**	
Water Well Replacement (351 - 400 feet below ground surface)**	
Water Well Replacement (401 - 450 feet below ground surface)**	
Water Well Replacement (451 - 500 feet below ground surface)**	
Decommission Water Well	

Flatwork

Flatwork Installed (50-100 SF)
Flatwork Installed (101- 200 SF)
Flatwork Installed (201- 300 SF)
Flatwork Installed (301- 400 SF)
Flatwork Installed (401- 500 SF)
Flatwork Installed (501- 600 SF)
Flatwork Installed (601- 700 SF)
Flatwork Installed (701- 800 SF)
Flatwork Installed (801- 900 SF)
Flatwork Installed (901- 1000 SF)
Flatwork Installed (1001- 1500 SF)
Flatwork Installed (1501- 2000 SF)

Other Site Specific Costs

Garage (per SF)
Sod (per pallet installed)
Tree Trimming (per tree)
Stump Grinding (per stump)
Stump Removal
New Water Tap
New Sewer Tap
Underground electric (per linear foot)
Stairs for elevated home (3.1' - 6' above grade)
Stairs for elevated home (6.1' - 9' above grade)
Stairs for elevated home (9.1' - 12' above grade)
Tree removal (2" - 10" diameter)
Tree removal (11" - 15" diameter)
Tree removal (16" - 20" diameter)
Tree removal (21" - 25" diameter)
Tree removal (26" - 30" diameter)
Tree removal (31" - 36" diameter)
Concrete Culvert (12")
Concrete Culvert (15")
Concrete Culvert (16")
Concrete Culvert (18")
Concrete Culvert (20")
Concrete Culvert (24")
Fill Dirt (5 - 15 CY)
Fill Dirt (16 - 25 CY)
Fill Dirt (26 - 35 CY)
Fill Dirt (36 - 45 CY)
Fill Dirt (46 - 60 CY)
Fill Dirt (61 - 80 CY)
Caliche or Crushed Concrete (5 - 15 CY)
Caliche or Crushed Concrete (16 - 25 CY)
Caliche or Crushed Concrete (26 - 35 CY)
Caliche or Crushed Concrete (36 - 45 CY)

Exhibit 4– 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 (Action Plan found here): <https://hookumuhou.mauicounty.gov/>

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/347363?nodeId=TIT19ZO_ARTIIIMACOHIDI&showChanges=true

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

(2021). An inventory of government owned parcels on Maui that identified and scored parcels suitable for affordable housing development, namely multi-family affordable housing development: <https://mauicounty.us/wp-content/uploads/2021/10/Maui-County-Comprehensive-Affordable-Housing-Plan.pdf>

County of Maui Comprehensive Affordable Housing Plan: This plan assess the availability of government and private lands for development of affordable housing and provides guidance on decision-making to achieve the development of affordable housing: <https://mauicounty.us/wp-content/uploads/2021/10/Maui-County-Comprehensive-Affordable-Housing-Plan.pdf>

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 Sea Level Rise Vulnerability and Adaptation Report (2022): 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://dlnr.hawaii.gov/occl/files/2024/08/OCCL23-Sea-Level-Rise-Report-FY22-1.pdf>

Maui Housing Studies Link to Maui County Council Affordable Housing Reports:
<http://mauicounty.us/affordablehousinganalysis/>

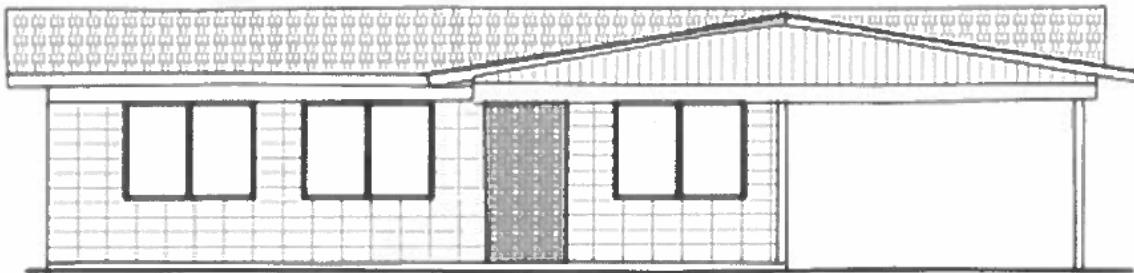
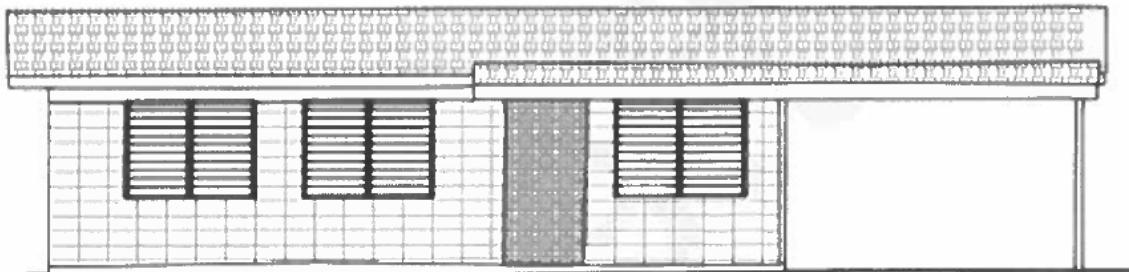
Maui Planting Plan – Third Edition (2016): This study provides information on the planting, replanting, care, pruning, preservation, and disposition of Exceptional Trees, trees in general, and other landscape plants in Maui County parks and public rights-of-way: [https://www.mauicounty.gov/DocumentCenter/View/11115/MAUI-COUNTYPLANTING-PLAN-WHOLE-3rd-Revision?bidId=#:~:text=The%20Maui%20County%20Planting%20Plan%20\(MCPP\)%20was%20prepared%20by%20the%20professionals%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%20professionals%20and%20the%20public)

Maui County Climate Action & Resiliency Plan 2022 Status Report: A plan to protect Maui from the impacts of climate change and increase resiliency: <https://npr.brightspotcdn.com/c2/f9/d4a3301d4765b7bdd488ea6c342a/maui-county-climate-action-resiliency-plan-2022-draft.pdf>

Exhibit 5– Example Architectural Styles

MODERN RANCH

Typical tract housing built in suburban subdivision in Lahaina the 1950's – 1980's. A single-story residence with a low and long profile, built relatively close to ground level and with outdoor space devoted to a patio or porch. Character defining features include one-story height, concrete masonry walls, wood frieze boards, plywood or vertical board gable ends, CMU columns, wood beams, jalousie windows, slab doors, gable and shed roofs, open soffits with exposed rafter tails or frieze boards. This style is not allowed on access corridors. The checklist is followed by illustrations.



APPENDIX B - MODERN AND DERIVATIVE STYLES

2. MODERN RANCH

Photo	DESCRIPTION
	<p>Modern Ranch – Single-Family Dwelling. Pioneer Mill CO. (PMCo) financed dwelling (1957) in a company platted subdivision at 223 Panaewa Pl (Lahaina NHL). NRHP-eligible (destroyed). Character-defining features included a one-story height, 5 bay width, 2 pile depth, concrete masonry walls (plain and perforated) wood frieze boards, plywood gable ends, concrete masonry columns and shed roofs, open soffits and exposed rafter tails.</p>

	Modern Ranch – Single-Family Dwelling. Variation of the building type in concrete masonry with tie roof at 731 Pupu Pl (1969) Lahaina (outside NHL).
	Modern Ranch – Single-Family Dwelling. Variation of the building type plain and perforated concrete masonry at 753 Pauoa St. (1969) with tile roof, Lahaina (outside NHL)
	Modern Ranch – Single-Family Dwelling Variation of the building type in masonry at 1158 Kaahuanui Pl (1968) with projecting garage, Lahaina (outside NHL).
	Modern Ranch – Single-Family Dwelling. Variation of the building type in concrete masonry with tile roof at 731 Pupu Pl (1969) Lahaina (outside NHL)
	Modern Ranch – Single-Family Dwelling. Variation of the building type in wood at 1374 Hoapili St. (1978), without garage (outside NHL).
	Modern ranch – Single-Family Dwelling. Variation of the building type at 783 Paunau St. (1969 altered 1985), Lahaina (outside NHL).

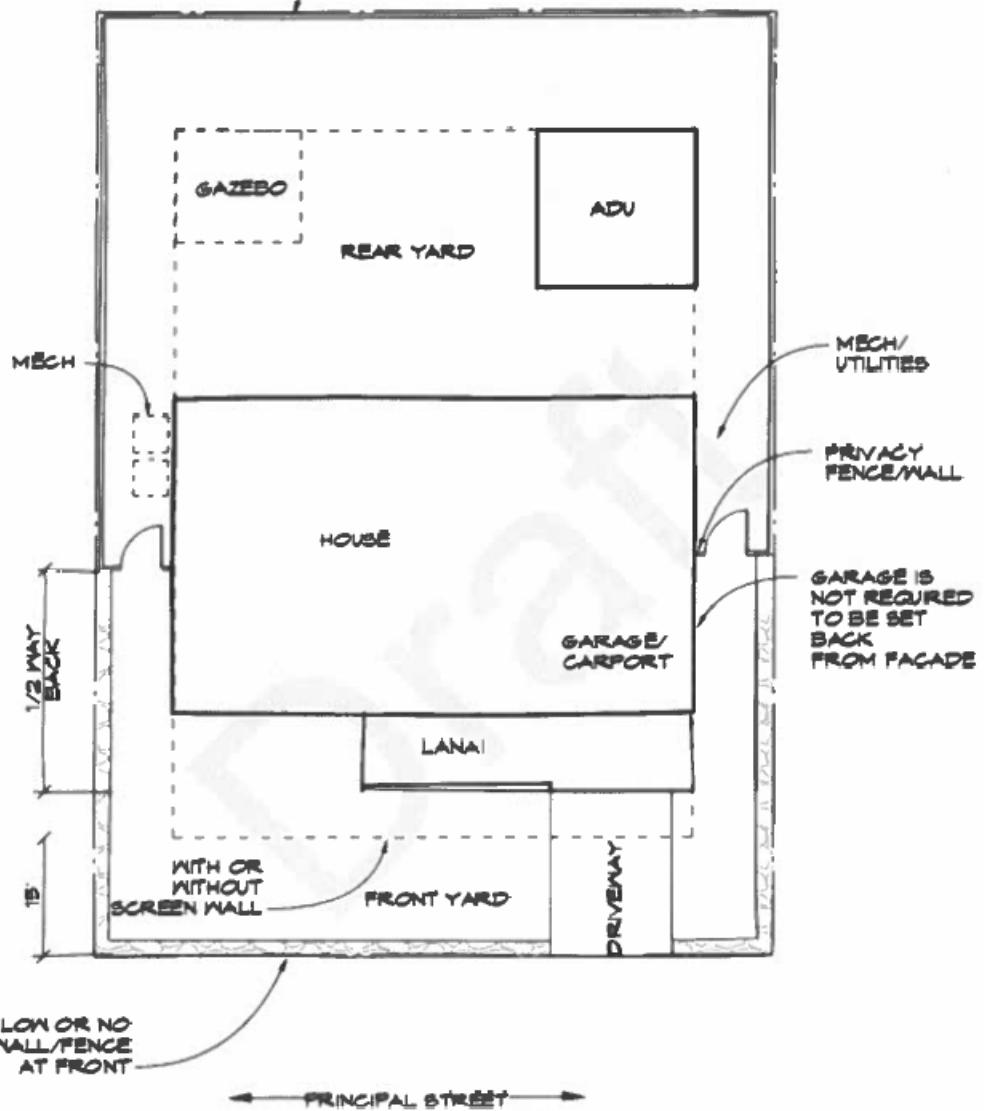
MODERN RANCH

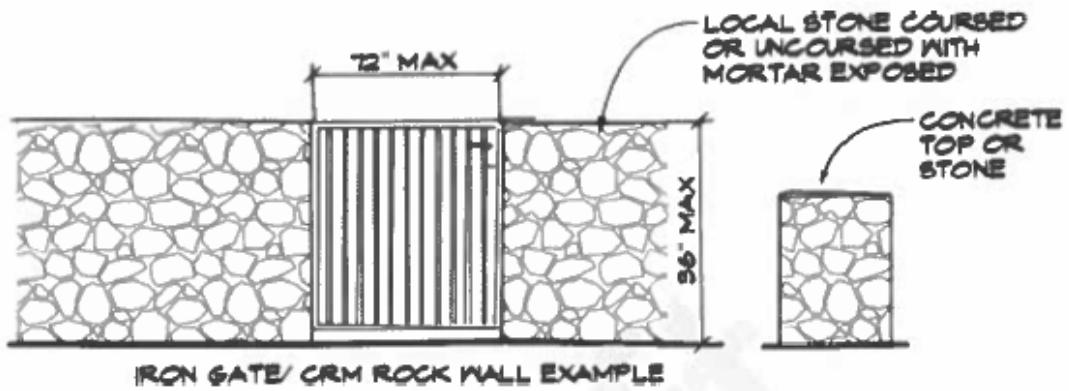
Site Plan

Side yard setback is 6' for walls <15' above grade and 10' for walls > 15' above grade.
Rear yard setback is 6' for walls <15' above grade and 10' for walls > 15' above grade.
Impermeable coverage is less than 65% of the lot.
Building orientation is parallel to the street.
All walls intersect at 90 degrees (no irregular or angled walls).
Plan is rectangular, L shaped, H shaped, or C shaped, or a combination of simple forms.
Garden Walls/Fences and Gates
Front garden walls/fences are < 36" tall.
Front garden wall/fence is made from Concrete Reinforced Mortar (CRM) stone, breezeblock, CMU. Rock walls with any locally sourced stone.
Side/rear privacy walls/fences are < 6' tall.
Side/rear garden walls/fences are made from CRM stone, breezeblock, CMU or wood pickets.
Front garden gates are < 4' wide and < 3' tall.

Front garden gates are an understated open design made from open wood pickets (with spacing between pickets equal to picket width) or open metal design. No elaborate metalwork or carvings.
Front driveway gates are < 12' wide and < 3' tall.
Side/rear gates may be solid and < 6' tall.
Driveway and Walkways
Driveways is straight from the street to the garage/carport
Driveway is < half the width of house facing the street within the 15' setback. Additional driveway width is allowed in front of the garage. Additional parking behind the 15' setback is allowed.
Driveway is asphalt, plain concrete, concrete strips, large concrete pavers with the grass or gravel, stone, grass blocks, large format stones with grass or gravel between, grass block concealed or with visible concrete pattern.
Front walkway is straight from the street or carport to the entry steps.
Front walkway is < 6' wide
Front walkway is asphalt, plain concrete, concrete strips, large concrete pavers with grass or gravel, stone, grass blocks, large stones with grass or gravel between, grass block concealed or with visible concrete pattern.
Accessory Structures
Sheds are in the rear/side yards and not visible from principal street.
Clotheslines are in the rear/side yards and not visible front he principal street.
Greenhouse may be in the rear and side yards if not within the setback.
Pergolas, and trellises may be in the front yard if not within the setback.
Outdoor Mechanical Equipment
Condensing units, solar PV, solar water heaters, etc. are om rear or side facades and not visible from principal street. Solar panels are installed flat on the roof and are not allowed on the front roof plane.
Garage/Carport
May be at front of the house towards street as cars are a defining feature of this style.
Garage doors are <10' high and < 14' wide.
Garage has the same roof and exterior wall detailing criteria as residence.
Accessory Dwelling Unit (ADU)
Detached ADU's are located in the rear or side yard.
Detached ADU's have one story massing.
Attached ADU's have entries from the side or rear yards.
House Massing
Massing 1 story
House has < 2,500 SF footprint including covered lanais excluding the garage.

Foundation
Foundation perimeter foundation or slab on grade.
Main floor level is 2' minimum and 6' maximum above grade.
Front Stairs (facing principal street if required)
Front stairs are concrete or stone clad.
Stairs are 4'-6" wide.
Lanais
A front patio or lanai is present (required).
Lanai or patio floor is concrete.
Lanai is inset or attached under the main roof form or outset with a lower pitch roof over.
Breezeblock or wood screen privacy walls (higher than 3') are appropriate if attached to the house or defining an entry courtyard, but not as a front garden wall at the street.
Support columns are CMU, masonry, wood, or metal.
Minimal trim.
Roof
Roof is gabled with shed roofs over porches and carports.
For main roof forms, pitch is minimum 4:1 and maximum 6:12.
Eaves are 2'-4'.
Material is composition shingle, metal shingle, or corrugated metal. Composition shingle.
For gable roof form, gable vents use simple orthogonal screen patterns (see examples)
Exterior Walls and Trim Details (Exterior surfaces shall be painted, stain not allowed)
Vertical wood, board-and-batten, CMU, stone, brick. Exposed concrete, or stone walls (3" – 12" vertical boards, 12" OC battens)
Fire resistant materials such as Reinforced Fiber Concrete (RFC) materials that resemble wood boards, battens, and wood trim are encouraged and allowed.
Contrast materials in gable OK.
Minimal trim.
Window and door trim are butt joined, not mitered.
Windows
Windows are single hung, double hung, slider, casement, jalousie, or fixed.
Windows are wood, metal, or fiberglass,
If glazing is divided the resulting muntin patterns are square or rectangular.
Doors
Sidelights and transoms optional.
Exterior doors visible from the street are wood or wood with rectangular glazing 36" – 40" wide x 82" – 96" high. Metal doors are also allowed.
Doors are allowed in the wood or metal.





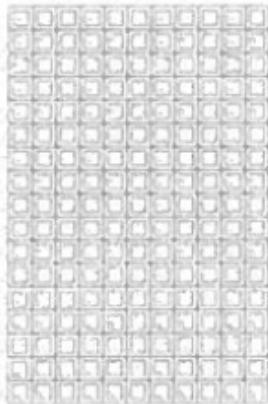
IRON GATE/CRM ROCK WALL EXAMPLE



BREEZE BLOCK WALL EXAMPLE



CMU WALL EXAMPLE



GRASS BLOCK DRIVEWAY
(OR INVISIBLE GEO BLOCK)

GRASS



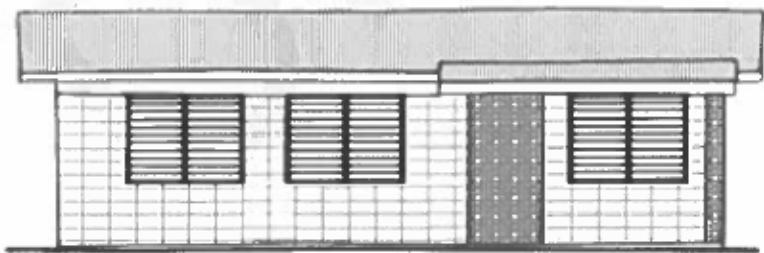
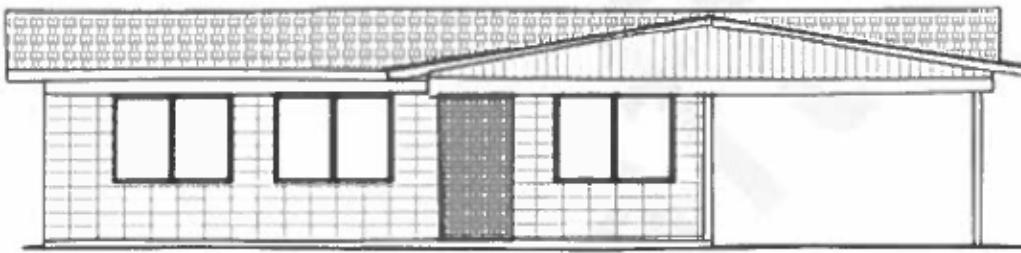
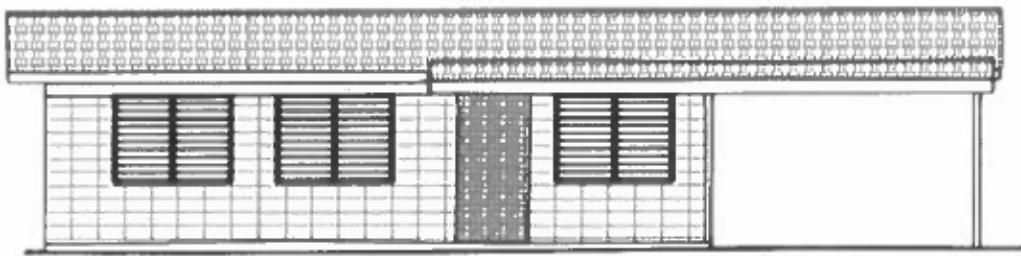
CONCRETE OR ASPHALT DRIVEWAY

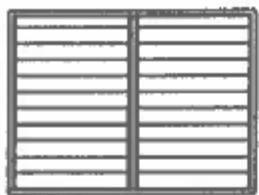


CONCRETE STRIP DRIVEWAY



GRASS
OR ROCKS
CONCRETE
OR STONE
LARGE CONCRETE OR STONE PAVERS





JALOUSIE WINDOWS



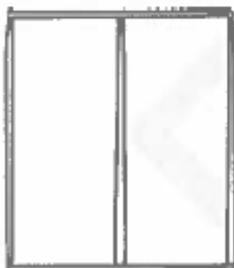
PICTURE WINDOWS



SLIDE OR CASEMENT
WINDOWS



SLIDE OR CASEMENT
WINDOWS



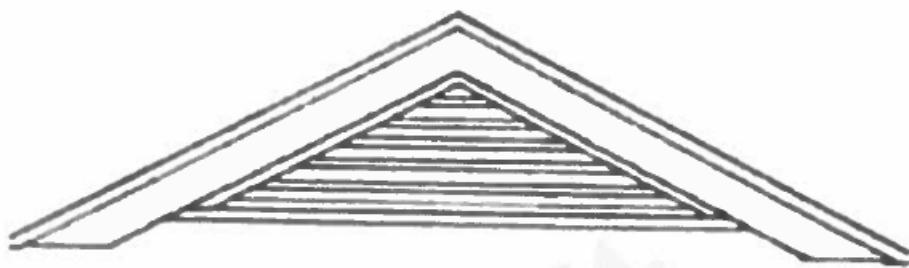
SLIDING DOORS



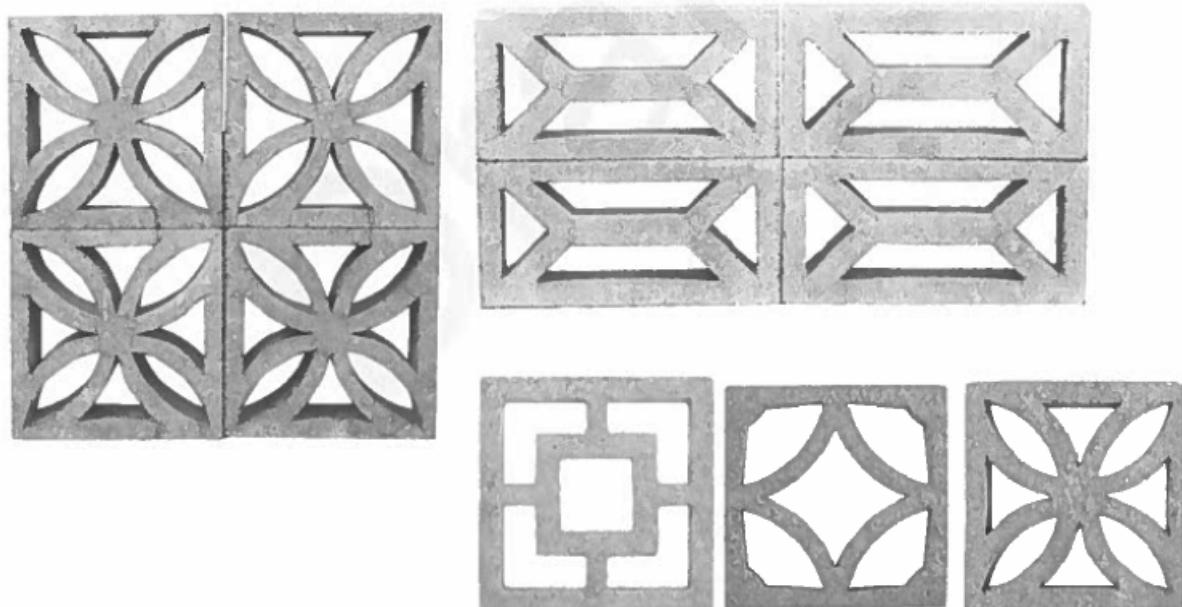
SLAB DOORS



SLAB DOORS
WITH GLASS

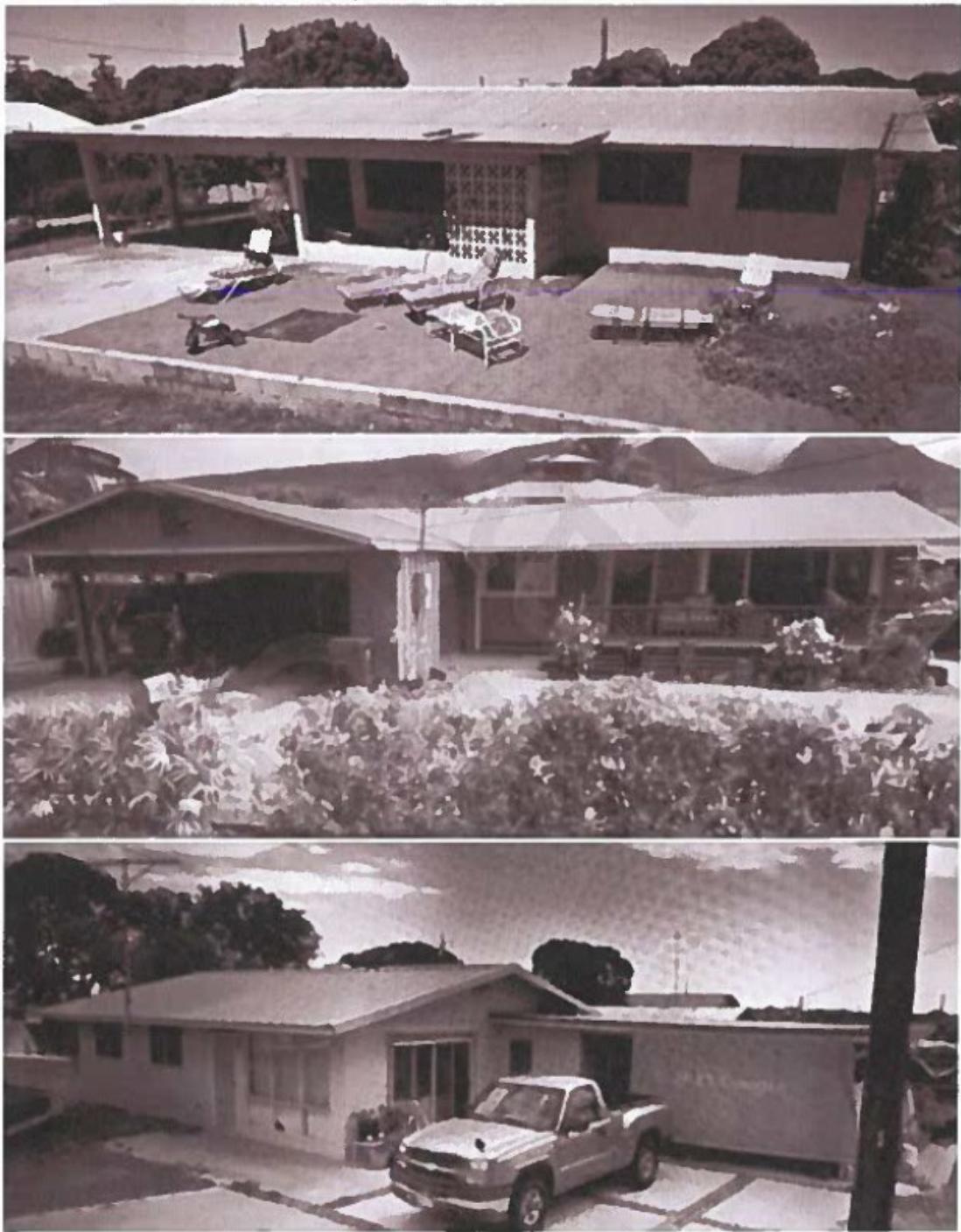


Example of gable end vent



Examples of breeze blocks

Examples of modern ranch in Lahaina



NEO-PLANTATION

New Plantation Vernacular houses that will be detailed to be compatible with plantation vernacular dwellings. Neo-Plantation-styled dwellings Incorporate Craftsman and Neo-Classical detailing from post-HSPA standard designs but have modern floor plans and 1, 1-1/2, and 2 story massing. This style is not allowed on arrival corridors. The checklist is followed by illustrations.



PLANTATION VERNACULAR AMD DERIVATIVE STYLES

11. Modern/Neo-Plantation – Contractor's House Plans (1970-2000)	
Photo	Description
	Two-Story Modern – Single-Family Dwelling. Unidentified two-story wood dwelling with projecting one-story Mid-Century styled garage (1973) that was built on a narrow lot at 340 Front St. (Lahaina NHL). NRHP ineligible (Destroyed).
	Two-Story Modern – Single-Family Dwelling. Unidentified two-story concrete masonry and wood dwelling with a gabled two-story portico (1974) that was built at 627 Ka'alo Pl, Lahaina (outside NHL). NRHP-ineligible (destroyed)
	Two-Story Modern – Single-Family Dwelling. Unidentified two-story dwelling with plantation vernacular features such as sash with divided lights, outset porches, up-braces, hipped and gable-on-hip roofs of corrugated metal that was built at 409 Front St (2006). NRHP-ineligible (destroyed).

NEO-PLANTATION

Site Plan

Front yard setbacks is 15' minimum and 25' maximum. Concrete entry steps are allowed in the setback.

Side yard setback is 6' for walls < 15' above grade and 10' for walls > 15' above grade – zoning.

Rear yard setback is 6' for walls < 15' above grade and 10' for walls > 15' above grade – zoning.

Impermeable coverage is less than 65% of the lot – zoning.

Front door is facing principal street.

Building orientation is parallel to the street.

All walls intersect at 90 degrees (no irregular or angled walls)

Plan is rectangular, L shaped, H shaped, or C shaped, or a combination of those simple forms.

Driveway and Pathways

Driveway is straight from the street to the garage/carport.

Driveway is < half the width of the house facing the street within the 15' setback. Additional driveway width is allowed in the front of the garage. Additional parking behind the 15' setback is allowed.

Driveway is asphalt, plain concrete, concrete strips, large concrete pavers with grass or gravel, grass blocks, large format stones with grass or gravel between, grass block concealed or with visible concrete pattern.

Front walkway is asphalt, plain concrete, concrete strips, large concrete pavers with grass or gravel stone, grass blocks, large stones with grass or gravel between, grass block concealed or with visible concrete pattern.

Outdoor Mechanical Equipment

Condensing

units, solar PV, solar water heaters, etc. are on rear or side facades and not visible from principal street. Solar panels are installed flat to roof and are not allowed on the front roof plane.

Garage (Design minimize emphasis on the car)

Garage may be under living space of the house when space is limited.

Attached garages, carports, and porte cochères are set back at least 4' from the front façade and are concealed, when possible, with garage doors not facing principal street (see examples).

Detached garages have low massing and are encouraged with or without ADU's. With ADU, < 1-1/2 story massing; without ADU < 1 story massing.

Garage doors are painted wood or Reinforced Fiber Concrete (RFC) materials that resemble painted wood in dimension and appearance (see example for designs).

Garage doors are < 10' high and < 14' wide.

Garage has the same roof and exterior wall detailing criteria residence.

Siding is vertical wall board, or board and batten, with base, dip cap, girt, and frieze boards.

Roof form is hipped, double pitch, hipped with a cross gable or gable-on-hip.

House Massing

Massing is 1, 1 – ½, or 2 stories.

House has < 2,500 SF footprint including covered lanais.

Foundation

Main floor level is 2'-0" minimum and 6'-0" maximum above grade.

Foundation is post and pier, perimeter foundations, or slab on grade.

Crawl space (if present) is screened with orthogonal lattice or horizontal slats (no diagonal lattice) and painted (not stained).

Front Stairs (facing principal street if required to access the front lanai)

Front stairs are concrete, stone clad, or bullnose, painted-wood treads and painted risers.

Stairs are 4'-0" to 6'-0" wide.

Low capped and stepped walls flanking steps (see illustrations).

Lanais (Exterior surfaces shall be painted stain not allowed except lanai floor)

A front lanai is present (required).

Lanai is inset or recessed under the main roof or outset with a lower pitch roof that is separate from the main roof.

Lanai railings are either (a) 12" – 18" wide and 18" – 30" high, wood capped perimeter wall (like a seat) or (b) 36" high decorative wood railings (see illustrations).

Support columns may be boxed or battered, and beams are wrapped in finished wood (not exposed framing lumber) and painted.

Trim detail is required at column base and top of column.

Floor is 1 x 3 to 1 x 6 tongue-and-groove (T & G) floorboards, laid from the front façade toward the street. No gaps between boards.

Ceiling is finished with beaded wall board, T & G floorboards, or exposed outset roof framing that has been painted.

Rear/side lanais visible from principal street conform to the above.

Rear/side lanais not visible from principal street meet building code.

Roof

Roofs are hipped, double-hipped with cross gables (cross gable required), or gable-on-hip are allowed.

For main roof forms, pitch is minimum 4:12 and maximum 8:12. 3:12 may be used for lanais or split pitch sections.

Eaves are 3'-0" to 4'-0".

2x4 or 2x6 or 2x8 exposed rafter tails may be plain or have scroll-sawn details.

No soffits (except at lanais).

Material is composition shingle, metal shingle, or corrugated metal standing seam.

For gable roof form or cross gable, gable vents use simple orthogonal screen patterns (see examples).

Exterior Walls and Trim Details (Exterior surface shall be painted, stain not allowed)

Siding is vertical siding, with 5" – 12" vertical boards, vertical board and batten: 1 x 2 battens at 12", 24", or 48" on center an may be Reinforced Fiber Concrete (RFC) materials that resemble wood in dimension and appearance.

Exterior baseboard at floor level 1 x 12 or 1 x 14 with 1 x 2 or chamfered drip cap.

Girt halfway up wall 1 x 4 or large.

Frieze board at top of wall 1 x 4 to 1 x 10.

Contrast material: horizontal siding, board and batten, vertical, or shingles are allowed in gables if separated from well material by frieze board.

Corner boards 1 x 4 to 1 x 6.

Barge boards on cross-gables or gables are 1 x 4 to 1 x 6. Double fascia is allowed.

Windows

Windows are 1:1 single-hung, double-hung or single-light casement, or fixed, jalousie.

Horizontal sliding windows are allowed if over 60" wide.

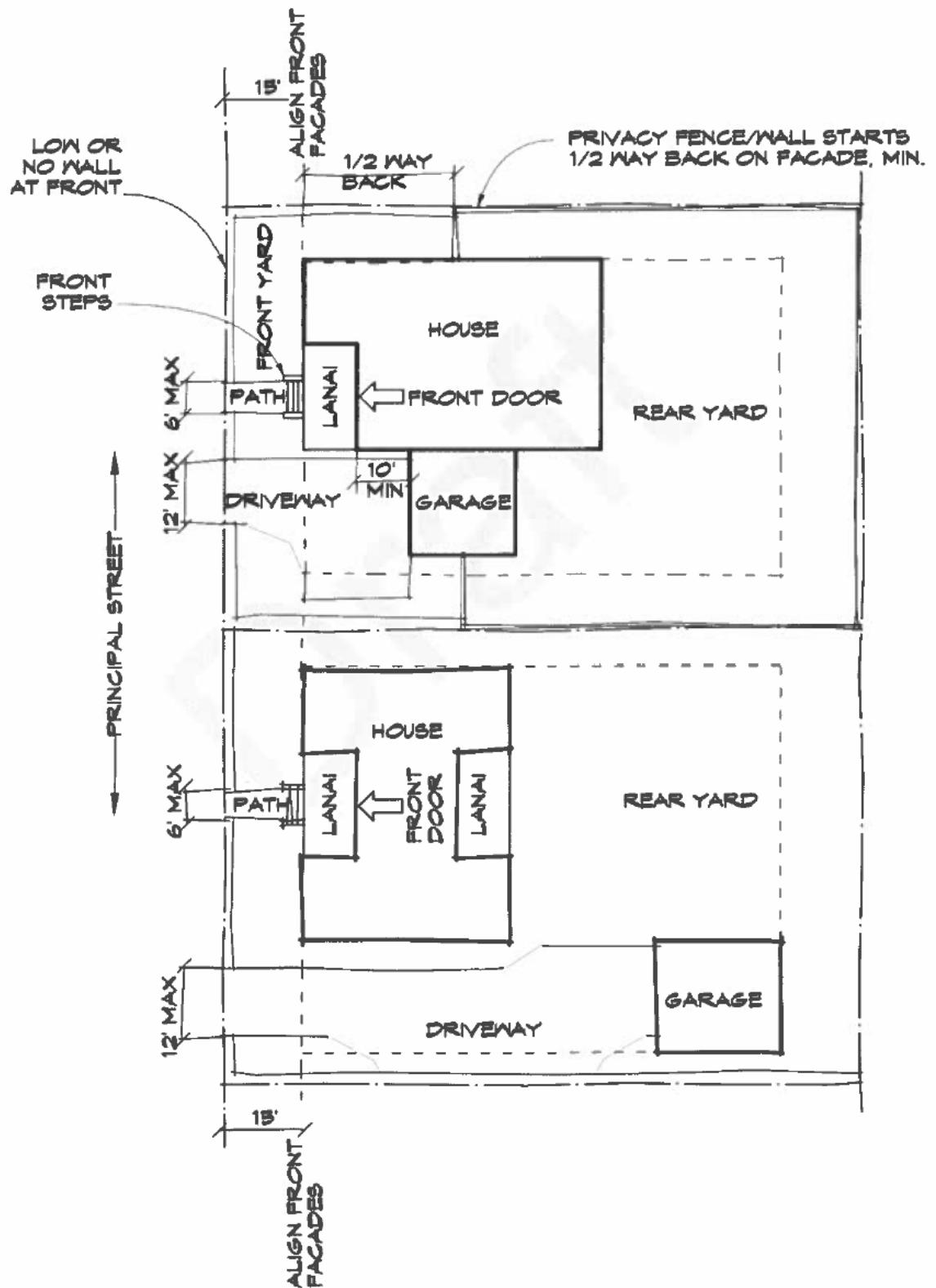
Each window unit is 30" – 42" wide and 42" – 60" tall (can be grouped; see illustration).

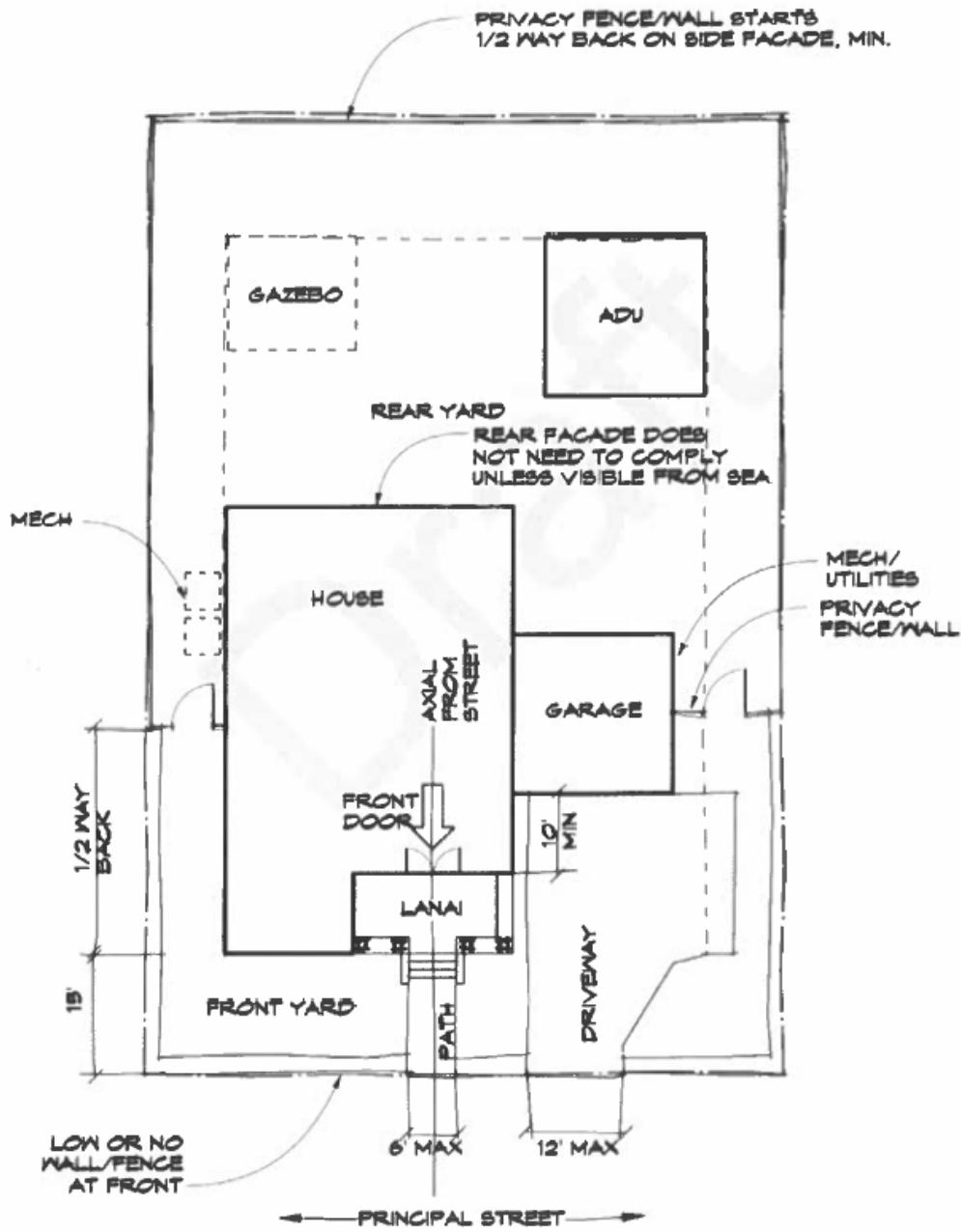
Multiple windows are grouped in pairs or triplets.

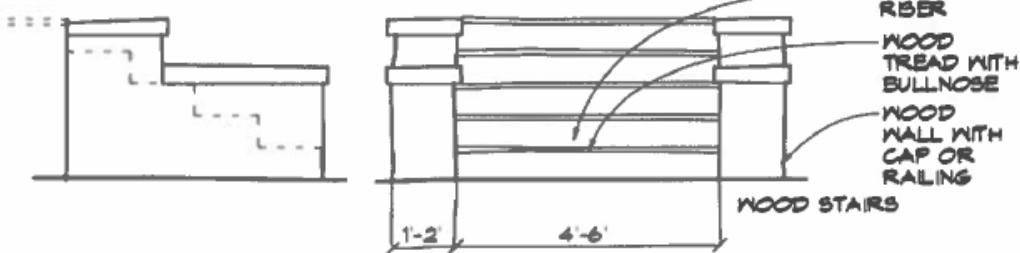
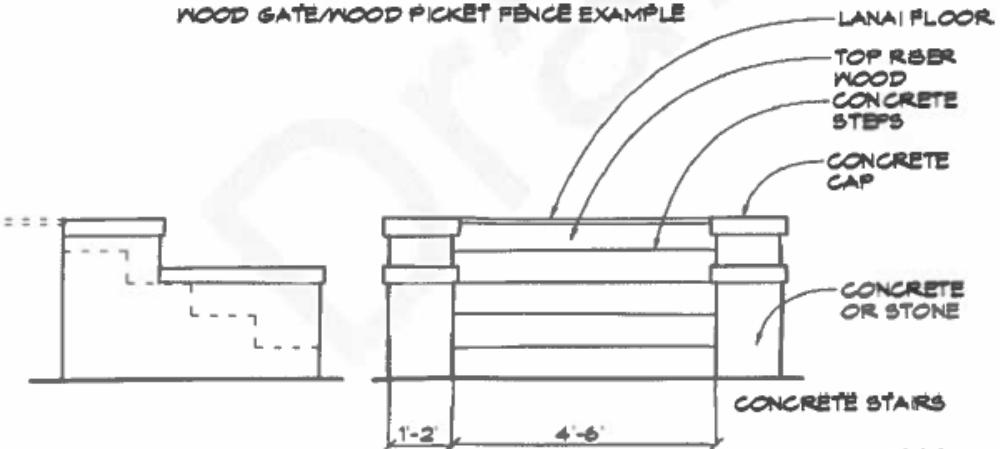
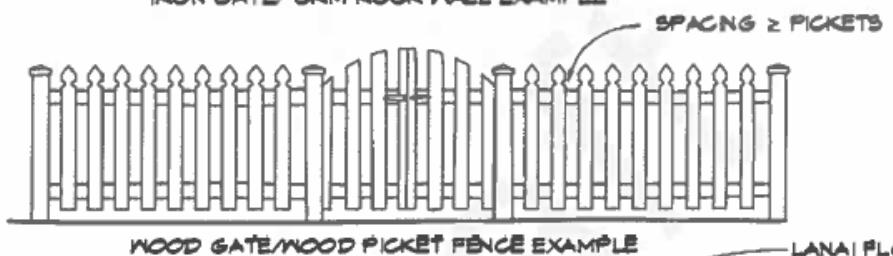
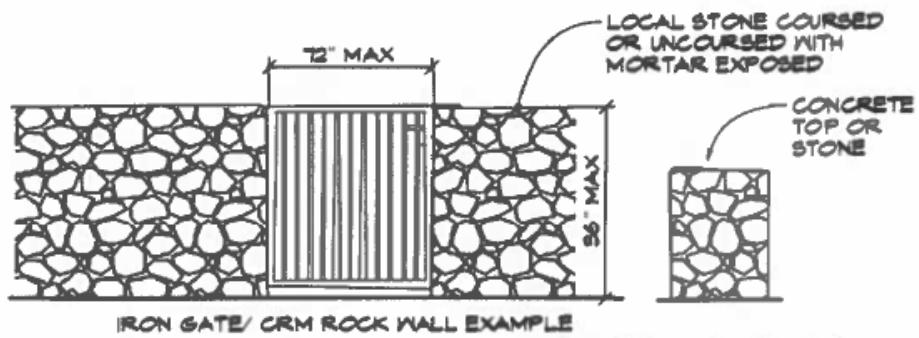
No picture windows or floor to ceiling glass.

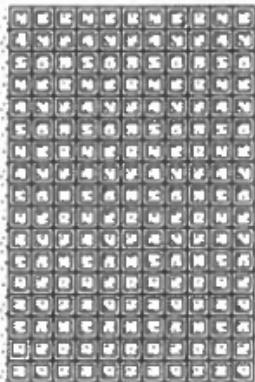
Windows are wood with wood screens, vinyl, or fiberglass.

Windows have a 1:1, 2:2, or 6:6 muntin pattern.
Sidelights at the front door are symmetrical and no wider than 24".
Transom above the front door matches window height and door width.
Skylights are not visible from principal street.
Doors
Front entry door may be single or double, painted wood or fire-resistant material that resemble wood in appearance 4- or 5-panel, or painted wood with rectangular glass. Each door is 34" – 40" wide x 82" – 96" high.
Screen doors are wood, painted.
Sidelights and transoms optional.
Other exterior doors visible from principal street are painted wood 4 – or 5-panel or painted wood with rectangular glass 36" – 40" wide x 82" – 96" high.
Sliding doors are allowed if not visible from principal street.
Sliding doors that are visible from the ocean are painted wood or resemble wood in dimension and appearance with painted wood screens.

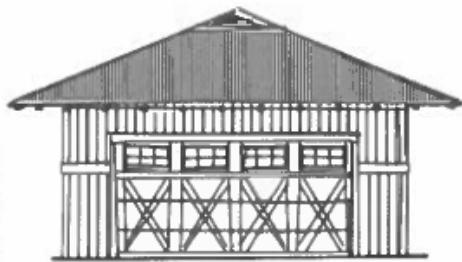








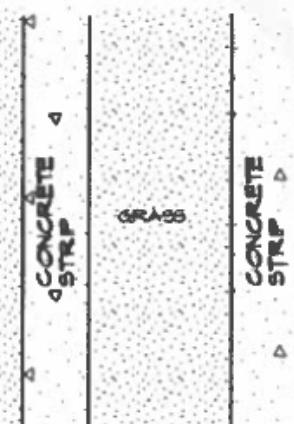
GRASS BLOCK DRIVEWAY
(OR INVISIBLE GEO BLOCK)



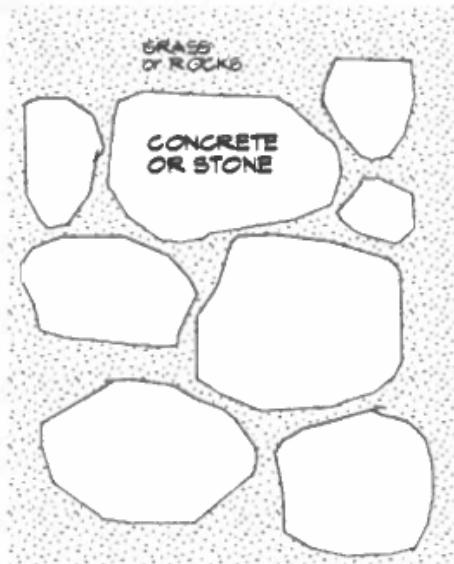
GARAGE EXAMPLE



CONCRETE OR ASPHALT DRIVEWAY



CONCRETE STRIP DRIVEWAY



LARGE CONCRETE OR STONE PAVERS



HIPPED ROOF with gable



GABLE



DOUBLE PITCH HIPPED ROOF



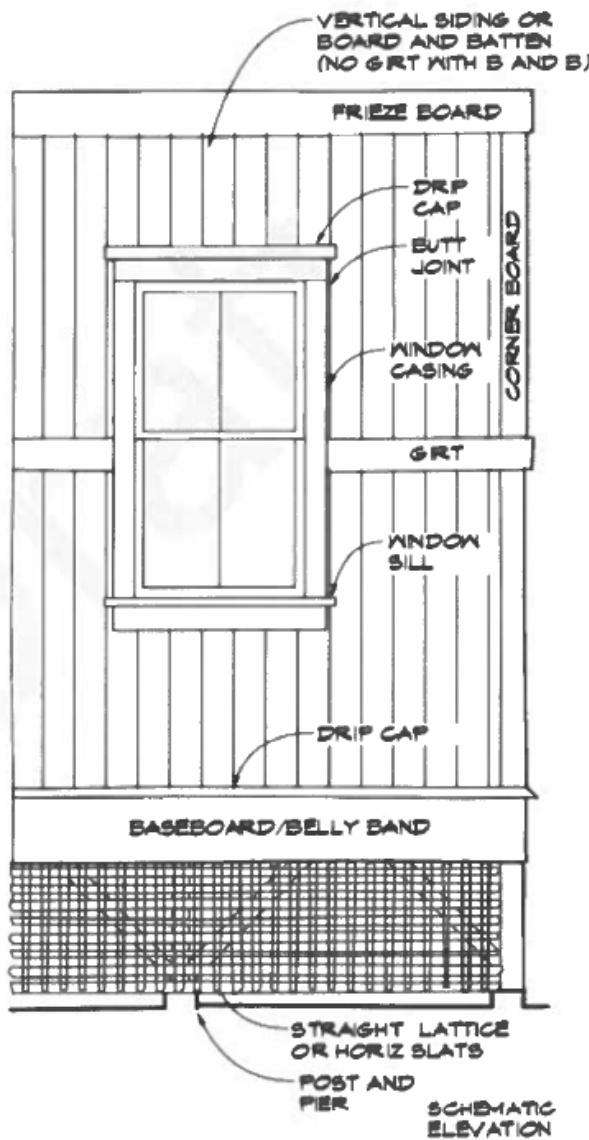
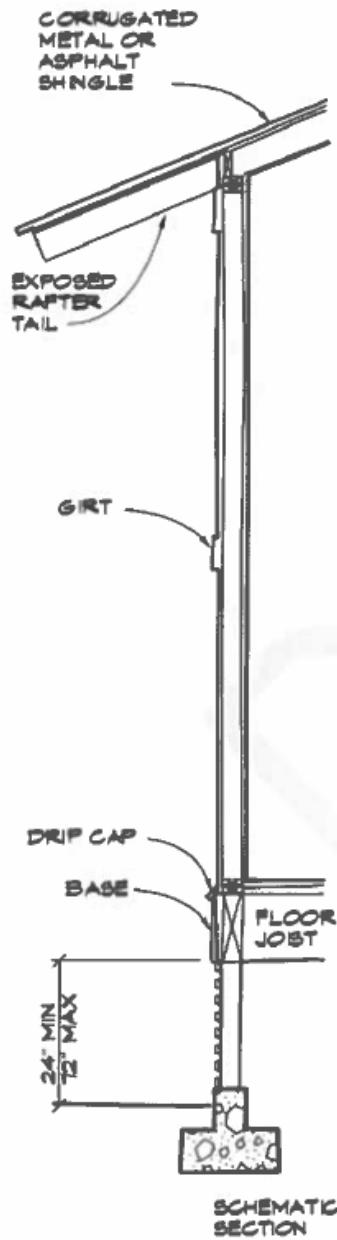
2 STORY MASSING

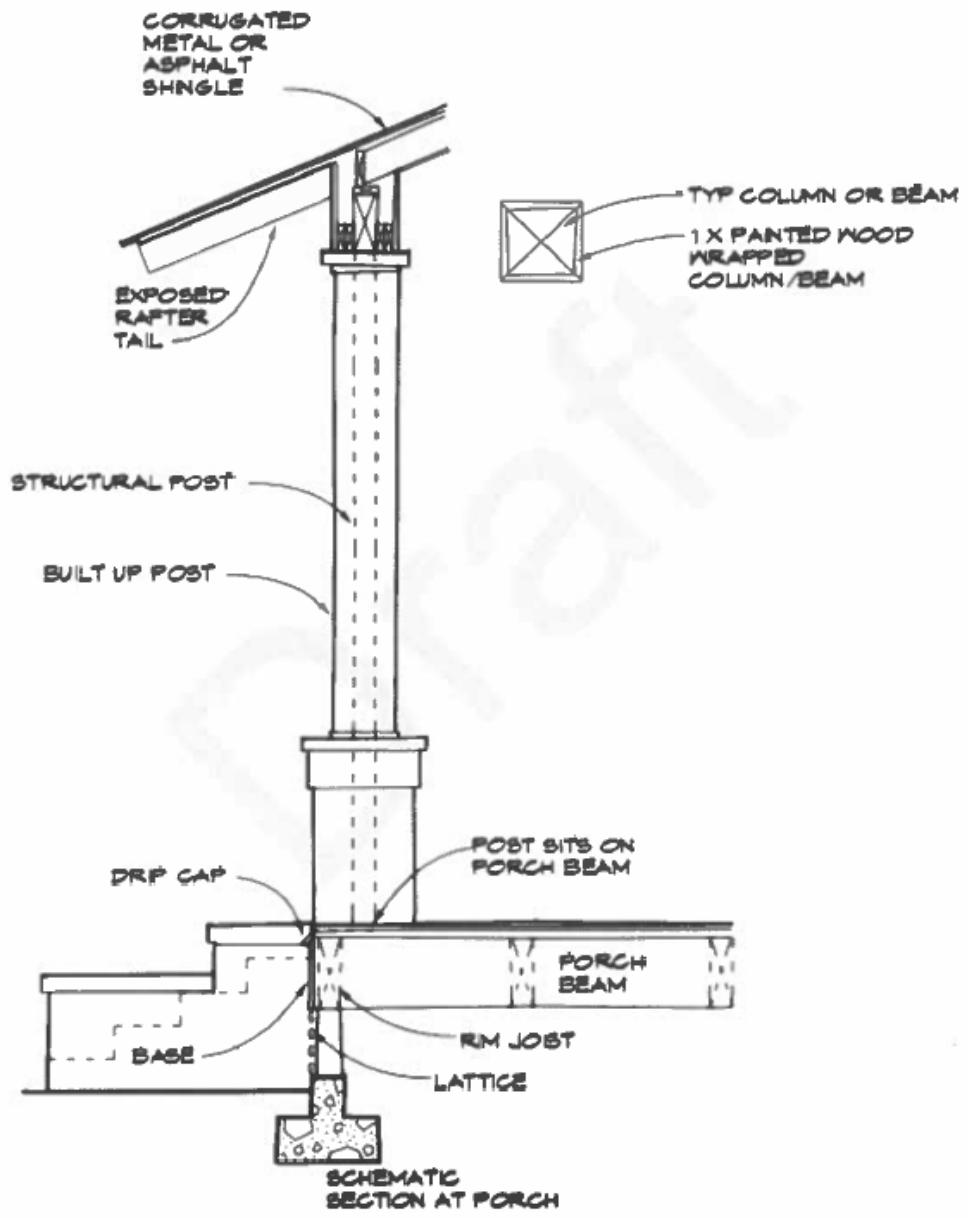


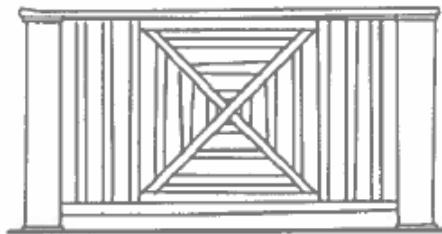
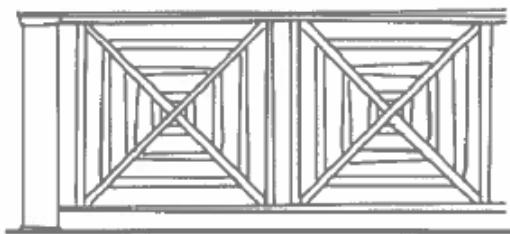
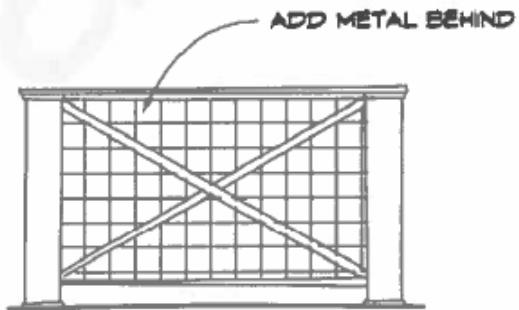
1-1/2 STORY MASSING



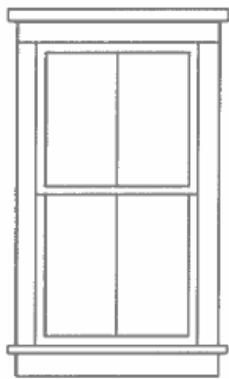
1 STORY MASSING WITH DORMERS



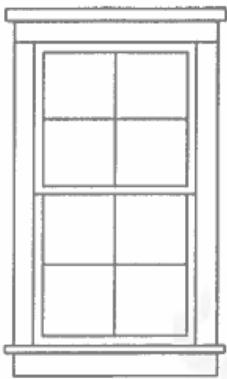




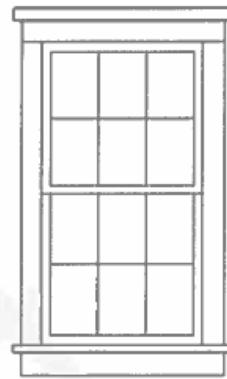
EXAMPLES OF PLANTATION STYLE RAILINGS THAT
COULD MEET CODE



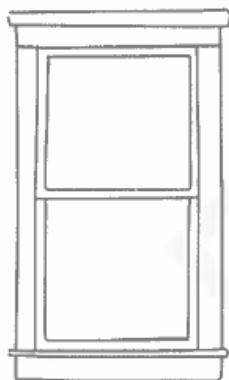
2 OVER 2



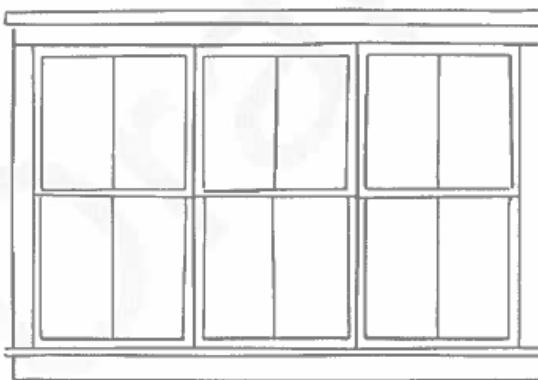
4 OVER 4



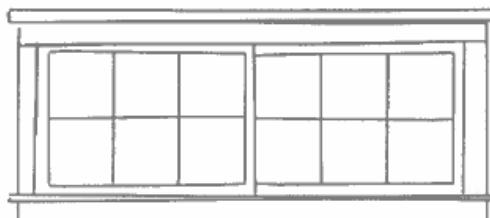
6 OVER 6



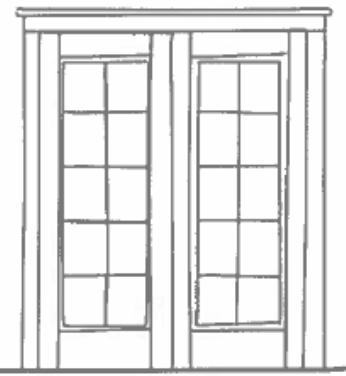
1 OVER 1



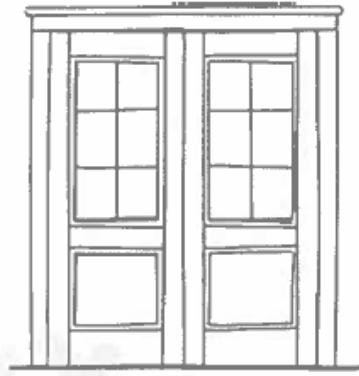
TRIM BETWEEN EACH WINDOW IN GROUPINGS
(OK MULLED TOGETHER)



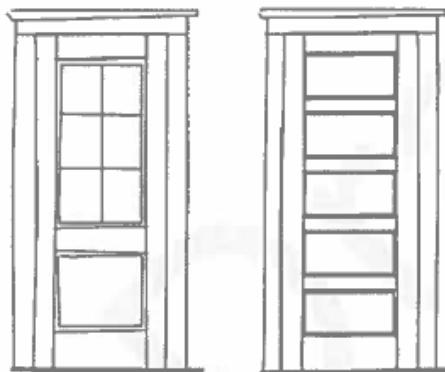
HORIZONTAL SLIDING WINDOWS ARE WIDER THAN TALL
AND IN UTILITY ROOMS/KITCHENS



FULL LIGHT DOOR
WITH OR WITHOUT DIVISIONS



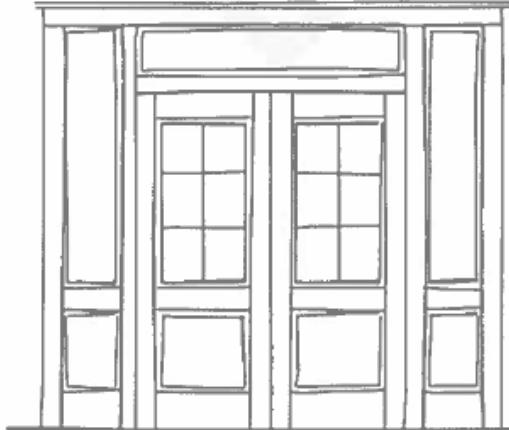
HALF LIGHT DOOR
WITH OR WITHOUT DIVISIONS



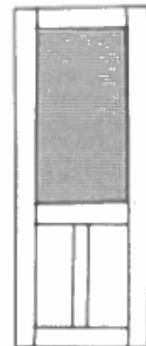
SINGLE DOORS



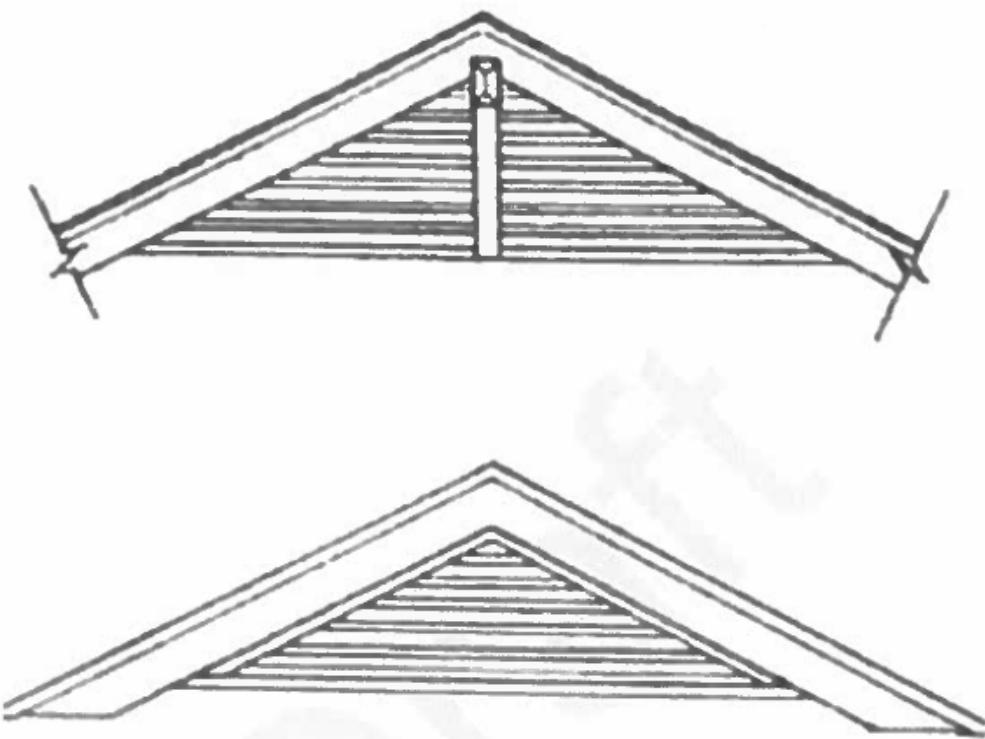
3 PANEL DOOR



DOUBLE DOORS WITH SIDELIGHTS
AND TRANSOME



WOOD SCREEN DOOR



Examples of gable end vents

DK



Examples of 1-½ story massing



Example of 2 story massing



PLANTATION VERNACULAR

Includes Craftsman, Neoclassical, pre-Hawaiian Sugar Planters Association (HSPA), and post-HSPA standard designs. This style is for reconstruction of historic buildings and for new buildings that will be detailed to be compatible with plantation vernacular dwellings. This style is allowed everywhere in the Lahaina NHL. The checklist is followed by illustrations.



PLANTATION VERNACULAR AND DERIVATIVE STYLES

Projected out from the exterior wall or, if flush with the exterior wall, projected into the interior building.

The HSPA, under pressure from the Territorial Board of Health, standardized building plans and construction in 1920 and continued to promote the use of “single wall” construction. Details such as scroll-sawn wood brackets, chamfered wood columns with moldings at bases and capitals as well as scroll-sawn rafter tails, or wood up-braces at the eaves prompted later identification of Plantation Vernacular Buildings as Victorian, Neo-Classical, or Craftsman because of the stylistic influences, but most built example were electric and incorporated details from different styles and periods in their construction.

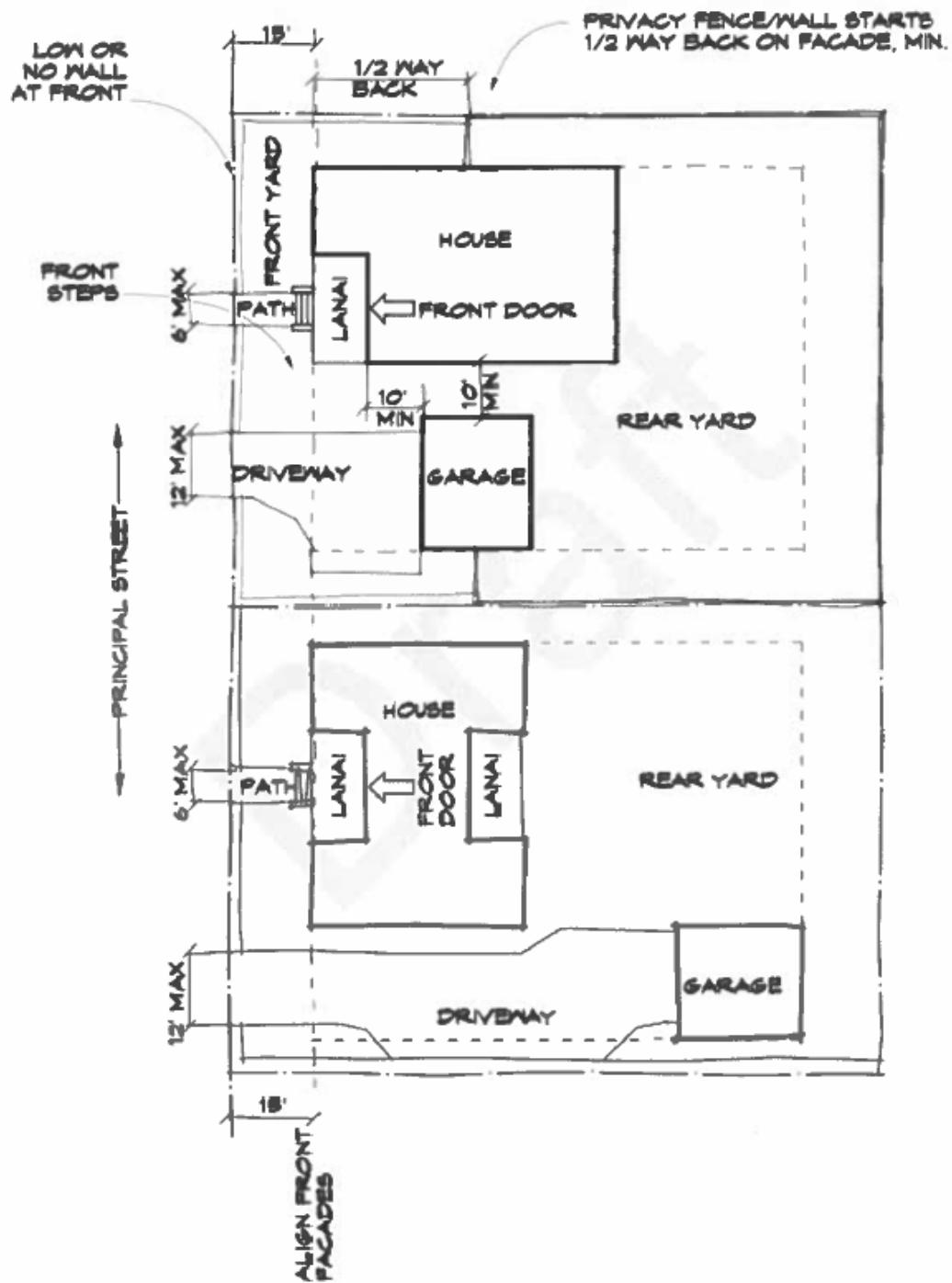
When the lengths of the wall board were reduced and two vertical boards were necessary to span distance between sill and plate, a horizontal wood trim board or “belt board” was employed to cover the joints on exterior wall surfaces, provide enhanced structural stability, as well as a horizontal wood nailing for interior walls. When applied to walls constructed of full-length boards, belt boards could also be decorative. After World War II, paired belt boards were often employed to further restrain lateral movement as well as provide additional embellishment.

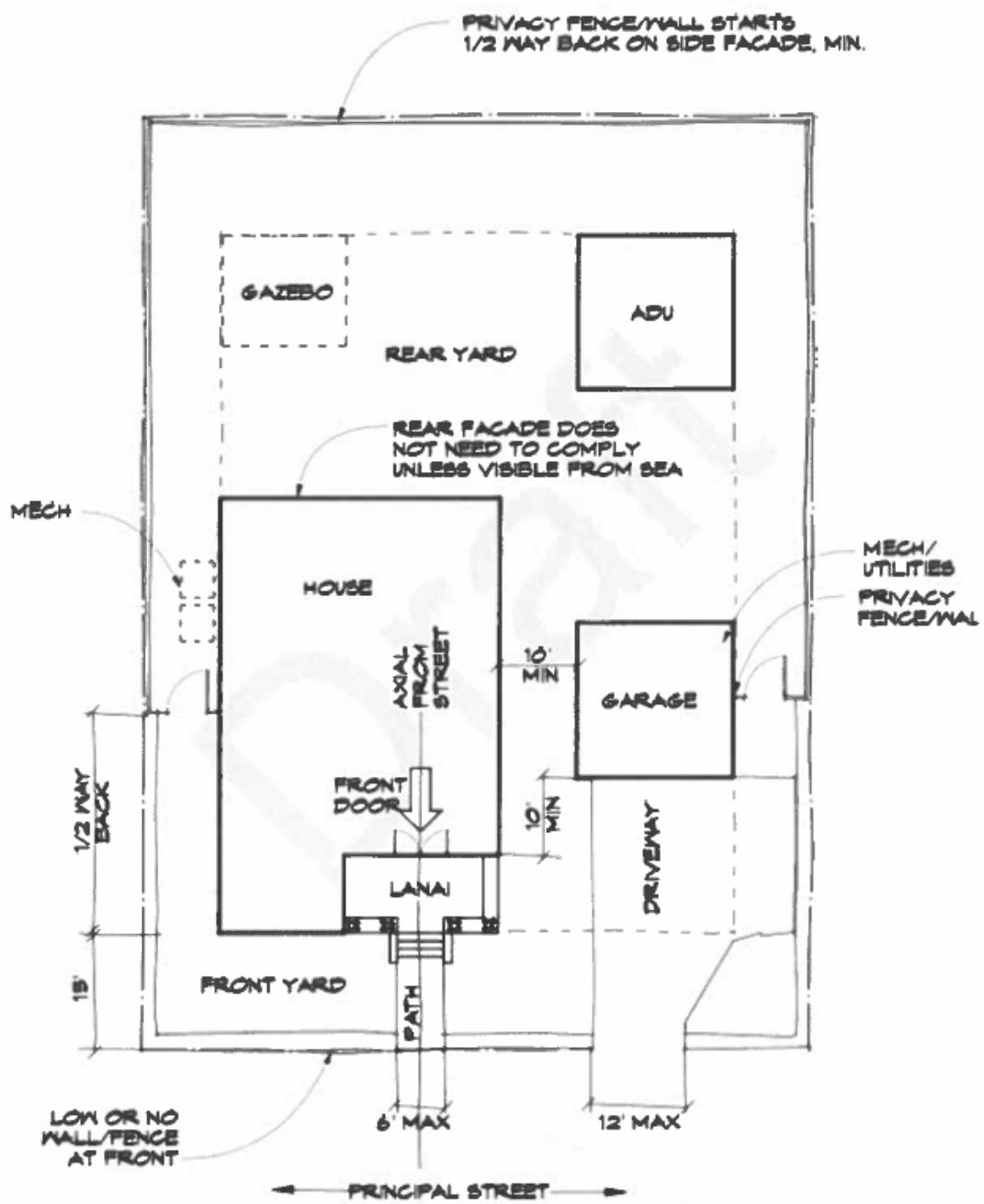
After 1960 “double wall” or balloon frame construction, consisting of regularly-spaced wood studs, was uniformly adopted when the building codes in Hawai‘i were updated, but the traditional exterior cladding of vertical boards or board and batten finish, along with horizontal belt boards and hipped or gable-on-hip roofs were retained. Even as late as the 1990s and 2000s, the design vocabulary and exterior finishes associated with “Plantation Vernacular” were still being produced, especially for residential construction.

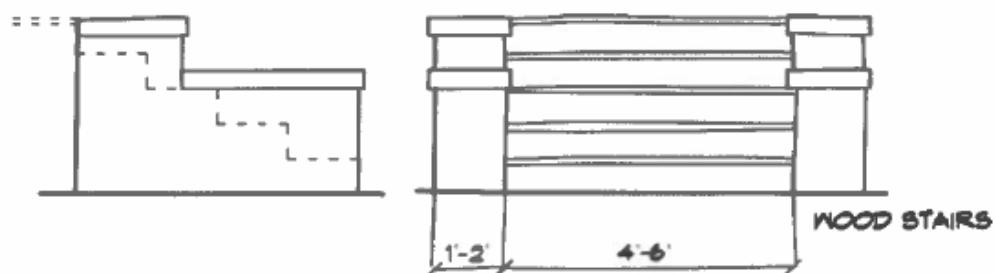
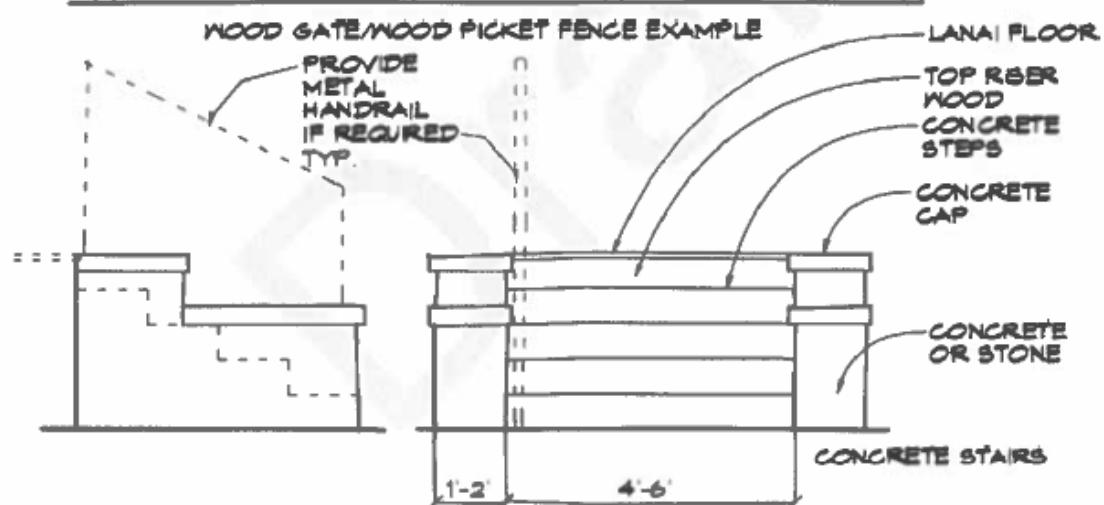
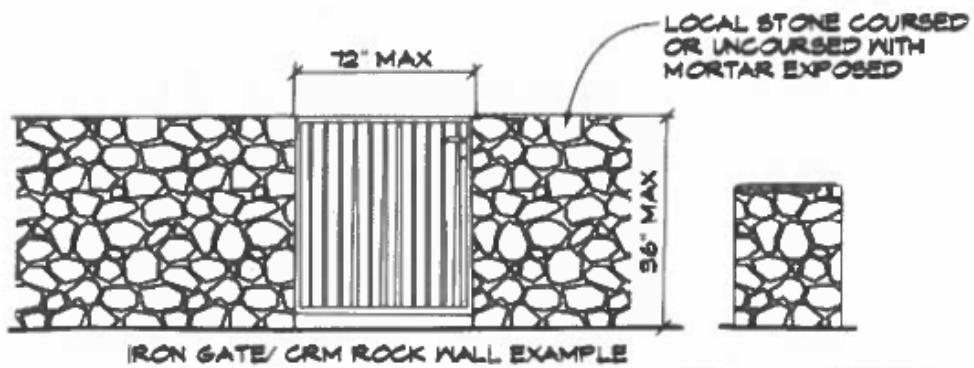
PLANTATION VERNACULAR
Site Plan
Front yard setback is 15' minimum and 25' maximum so all houses align. Concrete entry steps allowed in the setback.
Side yard setback is 6' for walls < 15' above grade and 10' for walls > 15' above grade.
Rear yard setback is 6' for walls < 15' above grade and 10' for walls >15' above grade.
Impermeable coverage is less than 65% of the lot.
Front door is facing principal street.
Building orientation is parallel to the street.
All walls intersect at 90 degrees (no irregular or angled walls).
Plan is rectangular, L shaped, H shaped, or C shaped, or a combination of those simple forms.
Side/rear gates may be solid and < 6' tall.
Driveway and Pathways
Driveway is straight from the street to the garage/carport.
Driveway is < half the width of house facing the street with the 15' setback. Additional driveway width is allowed in front of the garage. Additional parking behind the 15' setback is allowed.
Driveway is asphalt, plain concrete, concrete strips, large concrete pavers with grass or gravel, stone, grass blocks, large format stones with grass or gravel between, grass block concealed or with visible concrete patterns.
Front walkway is asphalt, plain concrete, concrete strips, large concrete pavers with grass or gravel, stone, grass blocks, large stones with grass or gravel between, grass block concealed or visible.
Outdoor Mechanical Equipment
Condensing units, solar PV, solar water heaters, etc. are on rear or side facades and not visible from principal street. Solar panels are installed flat to roof and are not allowed on the front roof plane.

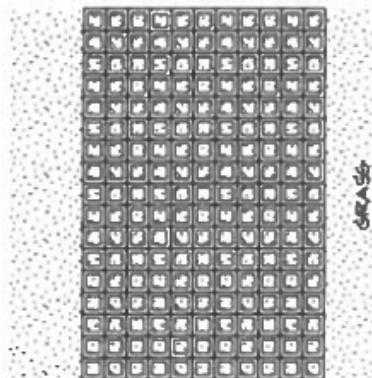
Garage (Design minimize emphasis on the car)
Garage is detached.
Detached garage have low massing and are encouraged with or without ADU's. With ADU, < 1-1/2 story massing; without ADU < 1 story massing.
Garage doors are painted wood or Reinforced Fiber Concrete (RFC) materials that resemble painted wood in dimension and appearance (see example for designs).
Garage doors are < 10' high and < 14' wide.
Garage has the same roof and exterior wall detailing criteria as residence.
Siding is the same criteria as for the house, with base, drip cap, girt, and frieze board.
Roof form is hipped, double pitch, hopped with cross gable or double pitch with cross gable.
Screened openings are allowed in lieu of windows. Screen material must be orthogonal.
Accessory Dwelling Unit (ADU)
Detached ADUs are located in the rear or side yards.
Detached ADUs have one story massing.
Attached ADUs have the entries from side or rear yards.
Above-garage ADUs have 1 – ½ story massing and internal stair entries from rear or side yards.
Foundation
Foundation is post and pier.
Main floor level is 2' minimum and 6' maximum above grade.
Crawl space is screened with orthogonal lattice or horizontal slats (no diagonal lattice) and painted (not stained).
Front Stairs (facing principal street)
Front stairs are concrete, stone clad, or bullnose, painted-wood treads and painted risers.
Stairs are 4' – 6' wide.
Low capped and stepped walls flanking steps (see illustrations).
Lanais (Exterior surfaces shall be painted stain not allowed except lanai floor)
A front lanai is present (required).
Lanai is inset or recessed under the main roof or outset with a lower pitch roof that is separate from the main roof.
Lanai railings are either (a) 12"-18" wide and 18" – 36" high, wood capped perimeter wall (like a seat) or (b) 36" high decorative wood railings (see illustrations).
Support columns and beams are wrapped in finished wood (not exposed framing lumber) and painters.
Trim detail is required at column base and top of column.
Floor is 1 x 3 to 1 x 6 tongue-and-groove (T & G) floorboards, laid from the front façade toward the street. No gaps between boards.
Ceiling is finished with beaded wall board, T & G floorboards, or exposed outset roof framing has been painted.
Rear/side lanai visible from principal street meet building code.
Roof
Roof is hipped, double – hipped, or gable on hip, with or without cross gables.
For main roof forms, pitch is minimum 4:12 and maximum 8:12. 3:12 may be for lanais or split pitch sections.
Eaves are 3' – 4'.
2x4 or 2x6 or 2x8 exposed rafter tails may be plain or have scroll-sawn details.
No soffits or facia boards (except at lanai ceilings).
Material is composition shingle, metal shingle, or corrugated metal, or standing seam metal.
For gable roof form, gable vents use simple orthogonal screen patterns (see examples).
Exterior Walls and Trim Details (Exterior surfaces shall be painted, stain not allowed)
Siding is vertical siding, with 5" – 12" vertical boards, vertical board and batten: 1x2 battens at 12", 24", or 48" on center and may be Reinforced Fiber Concrete (RFC) materials that resemble wood in dimension and appearance.

Exterior baseboard at floor level 1 x 12 or 1 x 14 with 1 x 2 drip cap.
Girt halfway up wall 1 x 4 or larger. Two girts are allowed.
Frieze board at top of wall 1 x 4, 1 x 6, 1 x 8
Contrast material: board and batten, vertical, or shingles are allowed on gables if separated material by frieze board.
Corner boards 1 x 4 or 1 x 6
Roof fascia on gable ends 3" – 8" double fascia is allowed: no fascia allowed on long slides of roof.
Window and door trim are 1 x 4 or 1 x 6 butt jointed, not mitered.
Fire resistant materials such as Reinforced Fiber Concrete (RFC) materials that resemble wood in dimension and appearance are encouraged and allowed.
Windows
Windows are single hung, double hung, casement, or fixed, or jalousie.
Horizontal sliding windows are allowed if over 60" wide.
Each window unit is 30" – 42" wide and 42" - 60" tall (can be grouped; see illustration).
Multiple windows are grouped in pairs or triplets with trim between windows (not mulled units), see illustration.
No picture windows or floor to ceiling glass.
Windows are wood with wood screens or fire-resistant materials that when painted resembles wood in appearance.
Windows may be double hung 1:1, 2:2, or 6:6 wood sash or may have decorative muntin patterns.
Sidelights at the front door are symmetrical and no wider than 24".
Transom above the front door matches window height and door width.
Skylights are not visible from street.
Doors
Front entry door may be single or double, painted wood or fire-resistant materials that resembles wood in appearance 4 – or 5-panel, or painted wood with rectangular glass. Each door is 34" -40" wide x 82" – 96" high.
Screen doors are wood, painted, or fire-resistant materials that resembles wood.
Sidelights and transoms optional.
Other exterior doors visible from principal street are painted wood 4- 0r 5- or painted wood with rectangular glass 36" - 40" wide x 82" – 96" high.
Sliding doors are allowed if not visible from principal street.
Sliding doors that are visible from the ocean are painted wood or resemble wood in dimension and appearance with painted wood screens.

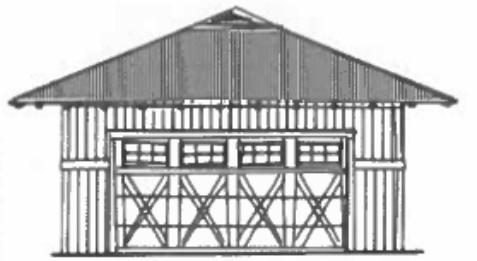




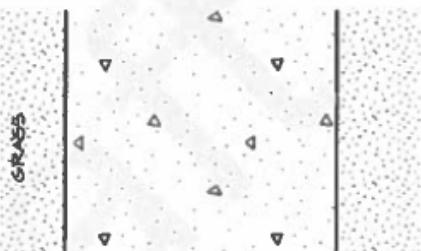




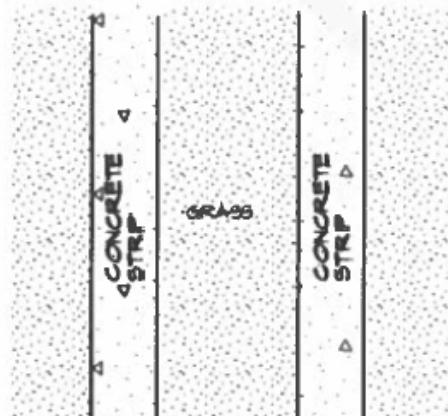
GRASS BLOCK DRIVEWAY
(OR INVISIBLE GEO BLOCK)



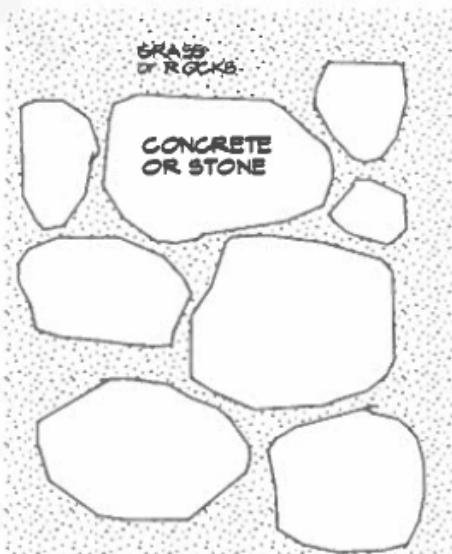
GARAGE EXAMPLE



CONCRETE OR ASPHALT DRIVEWAY



CONCRETE STRIP DRIVEWAY



LARGE CONCRETE OR STONE PAVERS



HIPPED ROOF with gable



GABLE



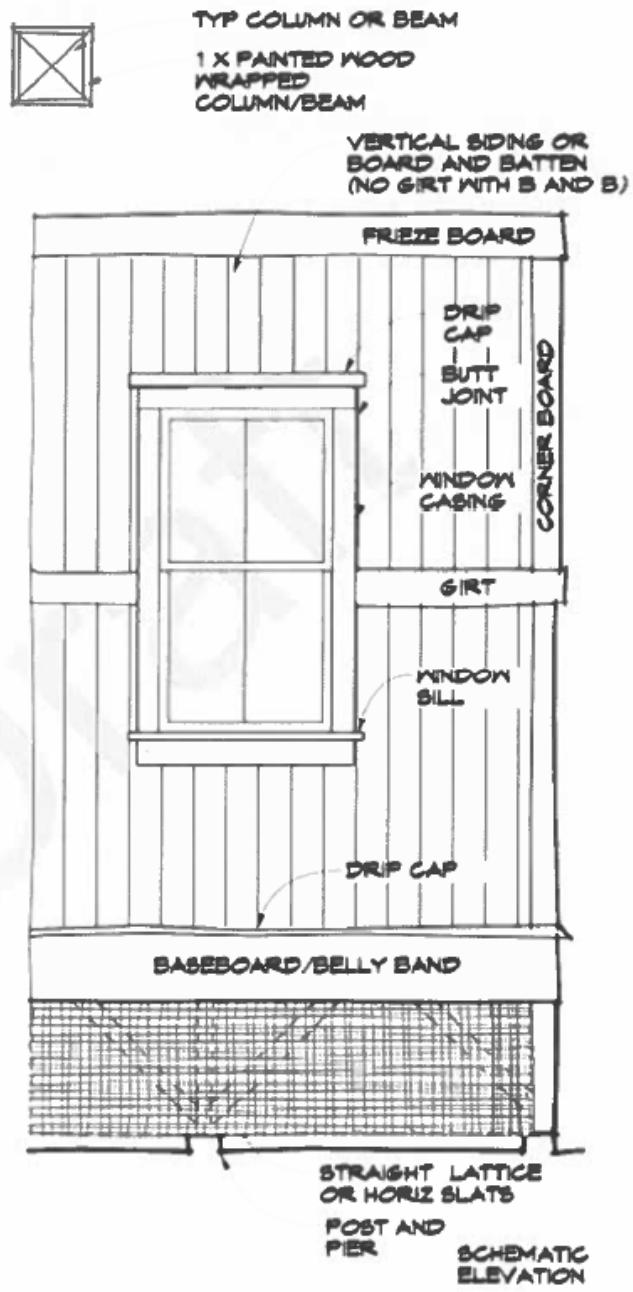
DOUBLE PITCH HIPPED ROOF

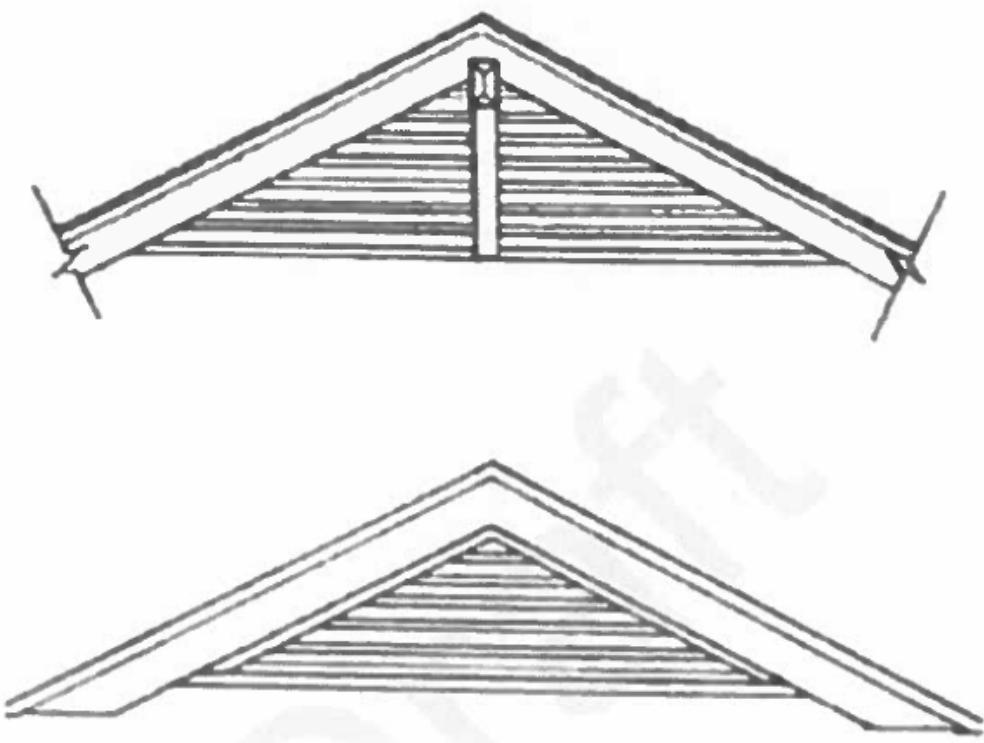


1-1/2 STORY MASSING

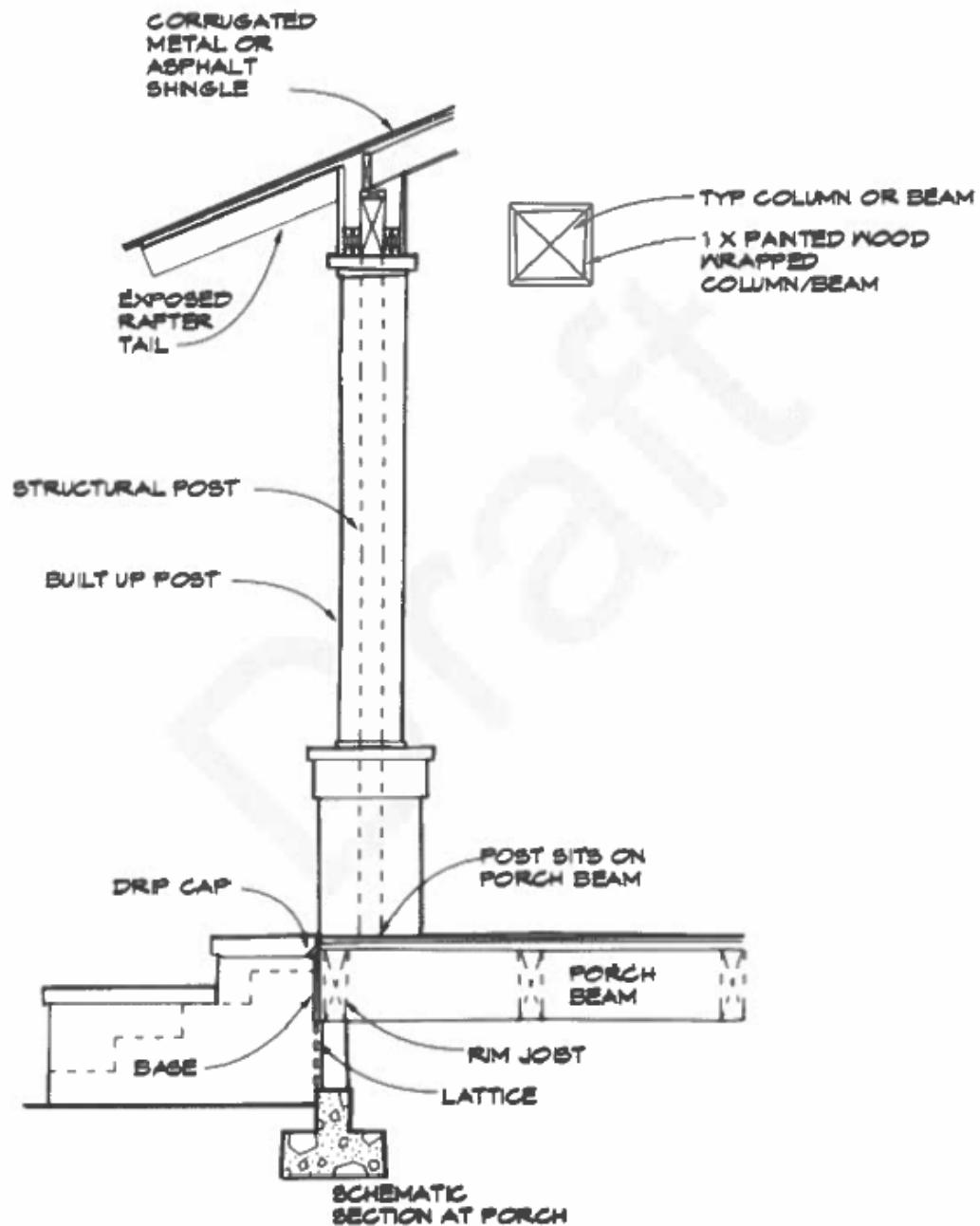


1 STORY MASSING WITH DORMERS



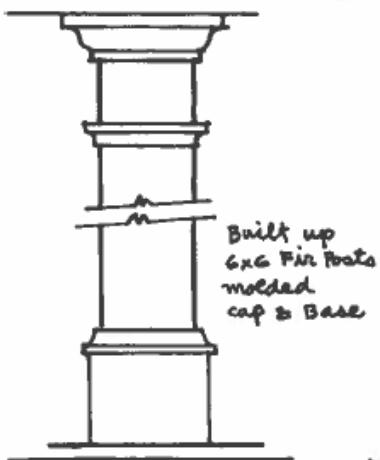


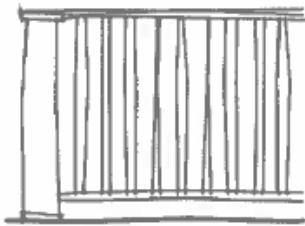
Examples of gable end vents



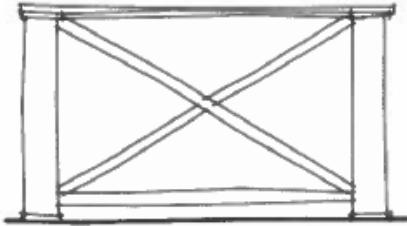


Example of lanai detailing. Note the low wall around the lanai that has a wood cap.

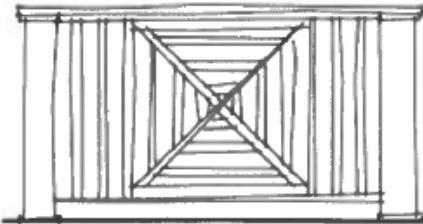
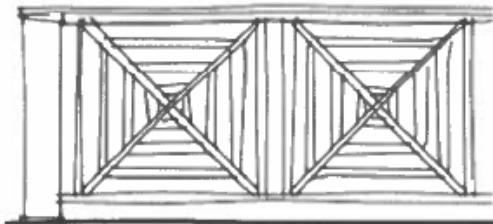
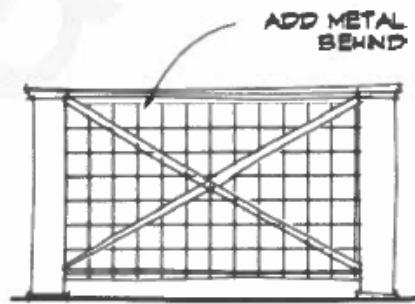




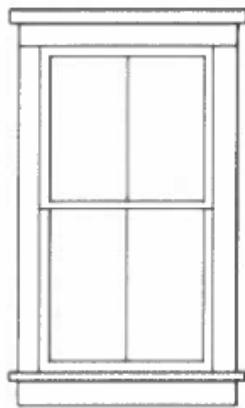
EXAMPLE OF A
SIMPLE HISTORIC RAILING



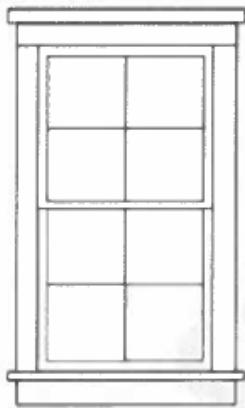
EXAMPLE OF AN
PLANTATION DETAILED
HISTORIC RAILING (NOT TO CODE SO
ONLY FOR RECONSTRUCTIONS)



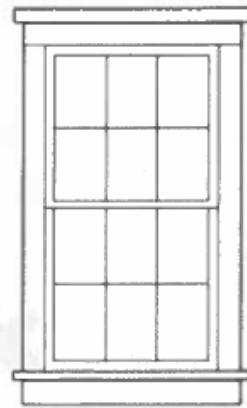
EXAMPLES OF PLANTATION STYLE RAILINGS THAT
COULD MEET CODE



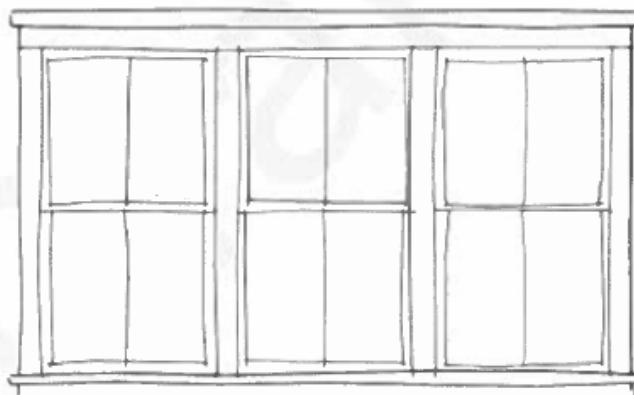
2 OVER 2



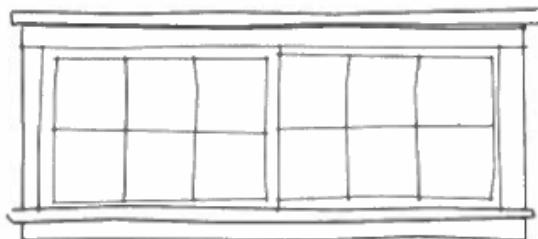
4 OVER 4



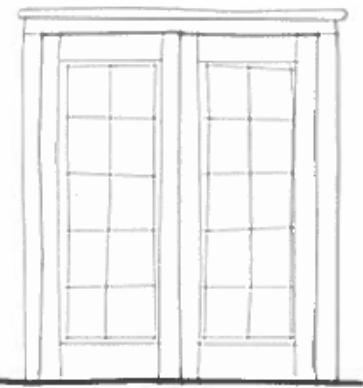
6 OVER 6



TRIM BETWEEN EACH WINDOW IN GROUPINGS
(NOT MULLED TOGETHER.)



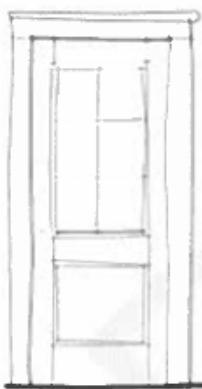
HORIZONTAL SLIDING WINDOWS ARE WIDER THAN TALL
AND IN UTILITY ROOMS/KITCHENS



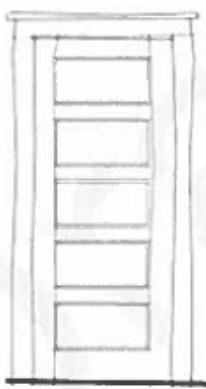
FULL LIGHT DOOR
WITH OR WITHOUT DIVISIONS



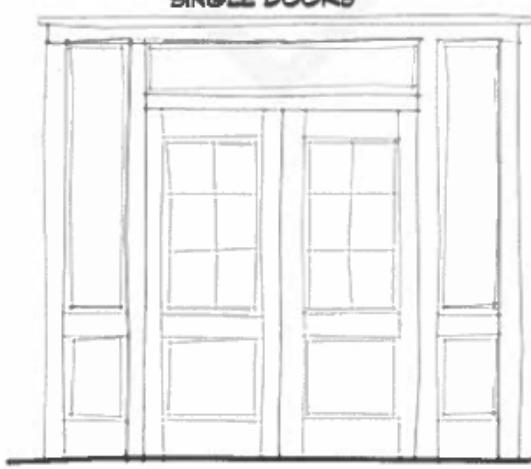
HALF LIGHT DOOR
WITH OR WITHOUT DIVISIONS



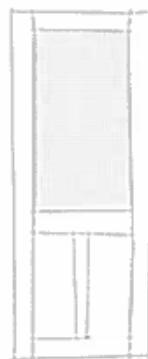
SINGLE DOORS



5 PANEL DOOR



DOUBLE DOORS WITH SIDELIGHTS
AND TRANSOME



WOOD SCREEN DOOR

Examples of historic plantation vernacular in Lahaina



Exhibit 6 – HRS Chapter 104 Prevailing Wage Rates

Any contract resulting from this RFP is required to comply with HRS Chapter 104 Prevailing Wage Rates.

1. At Bid Solicitation

- Prevailing wage rates published by the Department of Labor and Industrial Relations (DLIR) from September 15, 2025 are included below to ensure compliance with HRS Chapter 104 for any public works project over **\$2,000**.
- These rates are the Department of Labor and Industrial Relations (DLIR) “Wage Rate Schedule.” The DLIR issues new schedules about **February 15** and **September 15** each year, with addenda as needed.

2. At Contract Award

- Once the contract is awarded, the wage rate schedule in effect **at the time of bid opening** governs the project. If this bid opening occurs after February 15, 2026, the updated wage rate table will be applicable to this project.
- The bid opening date will serve as the “lock in” date for the duration of the first year of the contract term.

3. Annual Updates

- The second **12 months** of the contract awarded from this solicitation will be **updated annually** on the anniversary of the bid opening date.
- The contractor is then required to pay any new, higher rates going forward.

Key Compliance Notes

- Contractors must post the wage schedule at the job site.
- Certified payroll reports must reflect compliance with the pulled wage rates.
- If the wrong schedule is used or updates aren’t applied after the 12-month mark, it can trigger **back pay liability** and penalties.

Prevailing wage rates (Bulletin No. 509) applicable to this RFP can be found at the link below.

<https://labor.hawaii.gov/wsd/files/2025/09/WRS509.pdf>