

Request for Proposals

RFP Number:

LJM-01

RFP Name:

Lahaina Jodo Mission – Management Consultant for Disaster Recovery Services and Rebuilding

Site Address:

12 Ala Moana Street, Lahaina, HI 96761

Issue Date: September 6, 2024

Proposal Due Date: October 14, 2024, 5:00 PM HST

Offerors interested in submitting a proposal are encouraged to contact Maya Hara, Executive Director (ljm.rfp@gmail.com).

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Section 1 - Solicitation Overview

Background Information

The Customer:

Lahaina Jodo Mission (LJM), a 501(c)(3), is a historic Buddhist temple, which has been long cherished by Maui residents and visitors alike. Founded in 1912 to support the spiritual needs of Japanese immigrants in Lahaina, the Mission has grown to serve the diverse community of Lahaina through its cultural, educational, and religious activities and programs and its welcoming spirit. Over the years, its dedicated board of directors, led by resident minister Rev. Gensho Hara, has managed the grounds of the Mission.

In 1968, a fire destroyed the original plantation-style temple structure. In response, members at the time envisioned a new Buddhist cultural park to commemorate the arrival of the first Japanese contract workers to Hawaii in 1868. This resulted in the construction of a new temple and three-tiered pagoda built in traditional Japanese-style architecture and completed in 1970. The Mission has provided a serene gathering place and functioned as a venue for workshops, free public concerts, and movie nights. Its inclusive approach can also be seen through its engagement with the community in such events as its bi-monthly farmer's market, which was created to bring together the community in an outdoor space during the pandemic lockdown.

Project Description:

Lahaina Jodo Mission (Maui County parcel: TMK 450040050000) is situated on a 2.824-acre site that fronts Baby Beach in Lahaina. The Mission had several historically significant structures with traditional Japanese features and elements. The most notable structures consist of the Temple and the three-tiered Pagoda, both completed in 1970. The other 11 structures at the time of the fire, included the Social Hall (which also included the minister's parsonage (approx. 900 sq. ft.), communal kitchen, two bathrooms, and storage spaces); 8 rental units (each approx. 750 sq. ft.); a multivehicle carport/storage space; and a garage/storage building behind the pagoda. In addition to buildings, there are significant features including an open-air park space, the bronze Temple Bell on a concrete and stone platform, the Large Buddha also on a concrete and stone platform, and a prominent entry gate off Ala Moana Street. All structures were destroyed in the Lahaina fires on August 8, 2023.

LJM is looking to rebuild and is now accepting proposals for comprehensive disaster recovery services and financial and grant management support for the purpose of compliance with FEMA procedures to include:

- Site identification, limited research, assist and review of damage inventory and assessment reports
- Development of scope of work and cost estimates

- Request for Proposal (RFP) developments for professional consultants, evaluation, and procurement
- Insurance reconciliation
- Cost reconciliation of completed work
- Project Worksheet (PW) formulation and Procurement review
- Design and construction management
- Grant administration
- Requests for Reimbursements
- Project closeout

Solicitation Requirements

- LJM is seeking partial reimbursement for costs using public funds by the Federal Emergency Management Agency (FEMA). Therefore, all companies shall comply with FEMA procurement requirements outlined in FEMA's Public Assistance Program and Policy Guide and 2 C.F.R. Part 200.
- Please identify any services that will be subcontracted. For subcontracted services, the Offeror must follow FEMA procurement guidelines. Offeror will be required to provide three complete proposals for LJM to review and select.
- All contracts and subcontracts are required to have federally required contract provisions in addition to FEMA-recommended provisions applicable to Public Assistance applicant contracts. See Procurement Disaster Assistance Team (PDAT) Field Manual (FEMA, FM-207-21-0002), Chapter 12 (https://www.fema.gov/sites/default/files/2020-07/fema_procurement-disaster-assistance-PDAT_field-manual.pdf).
- All contractors will be required to sign an Assumption of Risk and Waiver of Liability Agreement found in Appendix A.

Solicitation Timeline

Changes to Timeline: LJM reserves the right to amend or revise the RFP timetable without prior written notice when it is in the best interest of LJM. LJM may issue any addendum that materially changes this RFP solicitation no less than 72 hours before the proposal deadline, unless the deadline is extended by such addendum.

Site Visit/Interview:

A site visit (by appointment only) is optional but highly recommended. All persons who plan to attend the site visit must sign an Assumption of Risk and Waiver of Liability Agreement. All attendees are encouraged to wear P-100 mask and other PPE.

Interview: If LJM elects to interview an Offeror, any interview shall be at mutually agreed date and time.

Registration and Questions

Offerors are encouraged to register their interest to: ljm.rfp@gmail.com

Deadline for Questions: Any questions must be submitted no later than September 27, 2024, 5:00 PM HST by email to Maya Hara. It is the Offer's responsibility to ensure the email has been received by LJM.

Section 2 - Scope of Work

LJM is seeking proposals from qualified Project Management Professionals, Architects, Engineers, and Construction Managers.

Project Background:

Lahaina Jodo Mission is situated on Maui parcel TMK 450040050000 and in a Maui County Special Management Area (SMA). The property is a 2.824-acre site located the beachfront of Puunoa Point, south of Mala Wharf and Pu'upiha Cemetery. The Lahaina fires destroyed all structures; the park area remains intact. The Main Temple Entrance on Ala Moana Street was a stone framed wooden gate that will also be restored. The bronze Temple Bell and Large Buddha statue survived but the foundations and hardscape features will need to be realigned to facility redevelopment and rebuilding.

Scope of Work:

A. Project Management Goals

The selected Project Management Consultant (PM) will assist LJM in strategically managing the claim development and administration under Federal and State Disaster Programs related to damages from the Lahaina Fire. FEMA has assessed the site and all buildings on Lahaina Jodo Mission property and an inventory of damages has been made. The scope of work includes planning projects plans for LJM's facilities, scheduling all project processes, overseeing design and construction, assisting in the reimbursement processes, and project close-out documentation. Utilizing public assistance funding will incorporate FEMA mitigation requirements for LJM rebuild per FEMA guidelines against future wildfires, storm conditions, flooding, and other events. Services apply to all elements of the recovery plan including:

1. Restore (and possibly rebuild) the foundations and pedestals and stairs for the Temple Bell and Large Buddha statue and alignment with new landscape and hardscape to provide access to the facilities.
2. Rebuild, repair and restore of the Social Hall with circulation to the large outdoor concrete pad and open space, repair and refurbish retained site features like stone or concrete walls. Align features with new landscape and hardscape to provide access to the facilities.

3. Rebuild and restore the Main Temple Entrance. The entrance is a stone wall and framed wooden gate at the Mission entrance on Ala Moana Street.
4. Restore the Temple and align features with new landscape and hardscape to provide access to the facilities.
5. Restore the Pagoda and align features with new landscape and hardscape to provide access to the facilities.

B. Grant Management and Other Public Assistance Management

1. The PM will assist LJM in connection with its Request for Proposals and Management of FEMA and other Public Assistance. The PM will assist with project worksheet development/review, damage assessment, scope alignment, reimbursement requests, closeout, general grant management, dispute resolution, and appeals (if necessary). PM must be able to track, report, and invoice time in accordance with FEMA approved guidelines. Either party, with or without cause, may terminate the contract by providing 30 days written notice to the other party. Termination may be for convenience.
2. Should additional public or other assistance funding be obtained by LJM for permanent repair/replacement of facilities or damaged contents, the PM may provide Public Assistance grant oversight of the projects. The PM is to maintain budget oversight and coordinate with FEMA/State of Hawaii/County of Maui and may attend meetings on behalf of LJM as their authorized representative as needed. PM invoicing shall meet all the requirements of Public Assistance grant regulations.
3. Such Federal Programs include, but are not limited to, FEMA Public Assistance (PA), FEMA 404 Hazard Mitigation Grant Program (HMGP), HUD Community Development Block Grant Disaster Recovery, Federal Highway Emergency Relief Program, Federal Transit Administration, and Small Business Administration. Disaster recovery services will generally cover the following areas of service.

C. FEMA Public Assistance Advisory Services (Example Tasks)

1. Develop a process and systems to efficiently submit Federal grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects.
2. Attend meetings with relevant local, state, and federal officials to address eligibility and process issues, at the request of LJM.
3. Preferred knowledge, experience, and technical competence in working with Federal regulations.
4. Proactively identify and resolve issues that may arise related to the funding of work completed or to be completed.
5. Provide technical assistance, as requested. Technical assistance may involve engineering and architectural support, among other types of assistance.
6. Help assess damage to public infrastructure components, transportation systems, and facilities, as needed.

7. Obtain, analyze, and gather field documentation, including gathering relevant records to extract pertinent information necessary for submittal including timekeeping and staff assignment records.
8. Review all data and supporting documentation to determine whether costs appear eligible and are adequately supported.
9. Evaluate and assist in the formulation of FEMA PA Emergency and Permanent Work Project Worksheets, providing Cost Estimating, developing Detailed Damage Descriptions and Dimensions (“DDD”) and a project’s Scope of Work (“SOW”).
10. Assist in the development of hazard mitigation proposals under Sections 406 and 404 of the Stafford Act.
11. Evaluate alternate and/or improved projects.
12. Review Project Worksheets to determine final eligible costs and third-party refunds and reimbursements.
13. Reconcile eligible costs and prepare Project Worksheet versions, as necessary.
14. Prepare first and second appeals, as requested.
15. Monitor reconstruction efforts, actual versus PW scope of repair, and progress payments.
16. Perform PW closeouts.
17. Prepare appeals and arbitration, as required.
18. Respond to audit findings, as required.

D. FEMA 404 and 406 Hazard Mitigation Integration

1. Assist in identifying, developing, and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events.
2. Prepare hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.

E. Financial and Grant Management Support (Example Tasks)

1. Advise on FEMA’s rules, practices, and procedures and how to track costs, including direct administrative costs to facilitate reimbursement for all eligible client costs, including contractor costs.
2. Provide general grant management advice.
3. Perform internal controls assessment.
4. Conduct pre-audit activities and prepare documentation for audit.
5. Meet as necessary with City/County/State/Federal representatives in connection with the programmatic, financial, contracting and accounting services related to Federal and State regulations.
6. Prepare reports for the State and FEMA, as needed.
7. Provide oversight of contractors’ billing to ensure that they invoice in accordance with their contract, and that all costs eligible for the disaster grant funding are documented and claimed.
8. Categorize, record, track and file costs in support of the financial reimbursement process. Track Project Worksheet status and status of payment from the State.

9. Assist in providing interagency (Federal, State, County, City) coordination and technical support, as well as identifying funding resources that may be available to assist in the long-term recovery process.

F. HUD Community Development Block Group Disaster Recovery (CDBG-DR) Support Services

1. Provide knowledge, experience and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under the Federal Register allocation of the CDBG-DR funds.
 2. Conduct unmet needs assessments that identify type and location of the community's disaster recovery needs especially in the three core aspects of recovery – housing, infrastructure, and the economy.
 3. Provide extensive knowledge of CDBG eligible activities and national objectives particularly as they apply to disaster recovery.
 4. Provide technical assistance as requested including HUD level environmental reviews and clearance and other cross-cutting federal requirements such as procurement, federal labor standards, fair housing, accessibility, uniform administrative requirements, and monitoring and compliance.
 5. Help develop and submit HUD required Action Plan for Disaster Recovery, Action Plan Amendments, performance reporting, and grant closeout.
 6. Develop policies and procedures for implementing CDBG-DR funded programs and activities including contractor, subcontractor, and sub recipient oversight and monitoring.
 7. Maintain project files with supporting documentation for all CDBG-DR funded activities.
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Section 3 - Proposal Format and Instructions

Submittal Requirements

Submission must provide the requested information in the following order:

1. Cover Page, including:
 - a. RFP Number and RFP Name on the front page
 - b. Company Name, Address, Phone Number
 - c. Proposal POC: Name, Telephone, E-mail
2. Technical Proposal, including:
 - a. The Offeror's project approach plan to execute the Scope of Work, as delineated above, and how it meets LJM's and FEMA and other grant requirements.
 - b. Proposed schedule based on your capacity.
3. Proposed Management Plan, including:
 - a. Offeror's Information: 1) Name and all the business' DBA names (If no DBAs, affirm as such); 2) all business owners and officers to confirm that the Offeror is not suspended or debarred to receive a federal award or contract; and 3) all DBA's, business owners and officers for each subcontractor to confirm that the subcontractors are not suspended or debarred to receive a federal award or contract (If no DBAs, affirm as such). Offerors can go to the SAM Website (<https://sam.gov/>) to conduct a search.
 - b. Project team members (include name, role, education, and experience)
4. Past Performance, including:
 - a. Provide description of 3 projects that demonstrate the company is qualified to perform the scope of work (include name of project, location, company's role and scope of work, year of contract completion, experience complying with FEMA grants management requirements).
5. Affirm Offeror agrees to abide by all FEMA requirements related to this contract to allow LJM to receive Public Assistance funding.
6. References, including:
 - a. 3 current or past clients within the past two years, at least 1 working with the same proposed lead team member (include name, role, company, project, telephone, e-mail, list proposed company team members that worked on the project)

7. Price (Fixed Fee and/or Hourly rate sheet)

- a. The price shall be the all-inclusive cost, including General Excise Tax.
- b. Any unit price shall be all-inclusive, including General Excise Tax.
- c. Hourly rates for additional services.
- d. All subcontracted work is required to have a minimum of three complete proposals from qualified firms. Provide copies of all proposals and the recommended subcontractor team.

Proposal Submission

Proposal Due Date: **October 14, 2024, 5:00 PM HST**. Proposals received after the due date and time will be disqualified and not reviewed.

Proposals should be sent to the address specified in this RFP.

Section 4 - Proposal Evaluation & Award

Competitive Procedures

This procurement will be conducted utilizing full and open competition. Competitive proposals will be requested in accordance with 2 C.F.R. Part 200. The award will be made utilizing the tradeoff process. The objective of the Source Selection Process is to select a proposal that represents the best value to LJM. The award will be made to the responsible Offeror whose proposal conforms to the solicitation and offers the best value to LJM, considering the price and non-price factors. For this solicitation, the technical factors will be substantially more important than price.

Evaluation Criteria

The technical factors will include:

- Factor 1 - Technical Capability & Management Approach

The Offeror's proposal will be evaluated on the extent to which its approach and plan to complete the work demonstrate that LJM's requirements will be met. LJM will also evaluate how the Offeror plans to assess difficulties and risks it may encounter, and how the Offeror plans to deal with them while still successfully performing the work. Such risks may include matters that jeopardize performance within budget and schedule limitations, subcontractor performance, building occupancy, and/or site access. The management plan shall identify key personnel to support the project throughout its entire duration, outline their duties, and provide detail on how the Offeror will staff the project. Key personnel are considered qualified when their experience shows them to have performed successfully in comparable positions on similar projects. The plan includes, but may not be limited to, scheduling and cost control methods, change order management, subcontractor management, and goals for meeting or exceeding performance criteria.

- Factor 2 - Past Performance

Past performance will be evaluated as a predictor of the Offeror's compliance with contract requirements and overall quality of performance. This factor will measure the quality of the Offeror's experience in performing projects similar in size, scope, and complexity to those described in the solicitation. The quality of the work associated with past projects will be evaluated. LJM will utilize the project information submitted in the Offeror's proposal and other available sources to assess the relevance and quality of work performed on similar projects.

- Factor 3 - Small Business Participation

LJM is committed to assuring that opportunity is provided to certified small, HUBZone small, small disadvantaged, women- owned, veteran-owned, and service-disabled veteran owned small businesses in the performance of this contract. Under efficient performance, LJM will evaluate an Offeror's Small Business Subcontracting Plan if submitted.

- Factor 4 – Past Experience with Grants Management

Offerors responding to this RFP will be evaluated based on their experience with managing recovery efforts for other non-profit PA applicants of similar size and scope as the Jodo Mission. Offerors responding to this RFP must have direct and relevant experience in performing all responsibilities listed in the Scope of Work section of this RFP. Preference will be given to Offerors with experience obtaining funding for and managing projects designed and constructed under government or FEMA funded relief or grant programs. Please limit any supplemental information to a maximum of 3 pages in the main submission PDF file. You may submit additional PDF files.

LJM reserves the right to change or cancel this RFP, including making multiple awards and/or partial awards based on the needs of LJM.

Section 5 - APPENDIX A

ASSUMPTION OF RISKS AND WAIVER OF LIABILITY AGREEMENT

I, _____ (*please print name*), the undersigned, wish to enter upon Property owned by Lahaina Jodo Mission (LJM) at 12 Ala Moana Street, Lahaina, Hawaii 96761. The Property is located in the area devastated by the August 2023 Lahaina wildfires. I understand that conditions on and around the Property may be dangerous and hazardous to my health. I understand that not all of the risks and dangers may be known to me and that risks and dangers may not be apparent. I understand that LJM requires me to sign this Agreement before I enter the Property.

On behalf of myself, my heirs, personal representatives and assigns, and in consideration of being permitted to enter the Property, I **UNCONDITIONALLY ACKNOWLEDGE AND AGREE AS FOLLOWS:**

- ◆ **Risks and dangers** may exist or arise because of hazardous conditions on the Property and the streets and roads in the fire zone, including damaged buildings, damaged vehicles and equipment, fire residue and ash.
- ◆ **There may be unknown and hidden risks and dangers** on or around the Property. Incomplete and on-going clean-up efforts may increase some of the risks and dangers.
- ◆ **Risks and dangers** may include exposure to or contact with:
 1. **HAZARDOUS MATERIALS AND WASTE** including ash, asbestos, arsenic, antimony, cobalt, copper, lead, and other heavy metals, polyaromatic hydrocarbons, residual range organics, dioxins and furans, per- and polyfluorinated substances (“forever chemicals”), oils, fire retardants, pesticides, silica dust, solar panels, electric car batteries, solar battery banks, and other hazardous materials and waste, which **MAY CAUSE CANCER, DAMAGE TO THE EYES, BLOOD, BRAIN, HEART, LIVER, THYROID, GASTROINTESTINAL TRACT, OTHER ORGANS, THE RESPIRATORY SYSTEM, AND THE IMMUNE SYSTEM; AND MAY CAUSE SKIN DAMAGE, REPRODUCTIVE DAMAGE, HARM TO ANIMALS, INTERFERE WITH HORMONES, AND OTHER HEALTH RISKS.**
 2. **AIRBORNE TOXINS SUCH AS ASBESTOS, LEAD, AND SILICA DUST, WHICH MAY CAUSE LUNG DISEASE, LUNG CANCER AND OTHER CANCERS, BRAIN AND OTHER ORGAN DAMAGE, REDUCED INTELLIGENCE AND BEHAVIORAL PROBLEMS, ABNORMAL FETAL DEVELOPMENT IN PREGNANT WOMEN, INCREASED RISK OF TUBERCULOSIS (TB) AND LIFE-THREATENING INFECTIONS, HARM TO ANIMALS, AND OTHER HEALTH RISKS.**
 3. **PUNCTURE HAZARDS** including broken pipes, exposed nails, broken glass, and other sharp objects.
 4. **UNSTABLE OR SLIPPERY SURFACES**, holes in septic systems and burn pits, and other trip and fall hazards.

5. **OTHER HAZARDS AND DANGERS** that may be arise in a disaster or construction area.

◆ **The use of Personal Protective Equipment (PPE) is highly recommended. LJM will not provide PPE to me or for my use.**

I UNCONDITIONALLY AND IRREVOCABLY ASSUME ALL OF THESE RISKS AND DANGERS and any others that may arise when I enter the Property, including the risk and danger that other persons on the Property might do something that increases my exposure to risk and danger.

I UNCONDITIONALLY AND IRREVOCABLY WAIVE, RELEASE, AND DISCHARGE LJM, and each of their officers, agents, employees, contractors and insurers, from any and all liability for any accident, death, disability, personal injury, property damage, and claims or causes of actions of any kind as a result of my entry on the Property.

I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS LJM from any and all claims, causes of action, demands, lawsuits, actions, losses, damages, costs and expenses (including attorneys' fees and costs) arising from my entry on the Property.

I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS by entering into to this Agreement and I do so freely and voluntarily.

I agree that this Agreement will be interpreted and enforced in accordance with the laws of the State of Hawai'i, and that if any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement will continue in full force and effect.

Signature

Date