



REQUEST FOR PROPOSAL

SAFE ROOM PEER REVIEW SERVICES

RFP # HFB-PR-2026

Issued – June 15, 2026

Prepared by:

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ABOUT HAWAII FOODBANK

Mission

Hawaii Foodbank, Inc. nourishes our 'ohana today and works to end hunger tomorrow.

What is Hawaii Foodbank?

Hawaii Foodbank (HFB) is a nonprofit, charitable organization. For over 40 years, Hawaii Foodbank has worked to rescue unmarketable, yet wholesome food, from the food industry and community and distribute it to agency partners feeding those in need. Hawaii Foodbank provides a vital link between grocery retailers, wholesalers, manufacturers and farms that have products to donate and a community that needs food. It is the hub of a network of 225 agency partners on Oahu and Kauai that provide emergency food, social services, and shelter to support the one in three Hawaii residents that experience food insecurity each year.

Hawaii Foodbank is a certified partner of Feeding America, a national food bank network. Certification means that our operation meets a national uniform standard for sanitation, food handling, health and safety operations, financial practices and inventory management. Feeding America works with national manufacturers and retailers to make large donations of food available to food banks across the country. Hawaii Foodbank is sustained by a combination of fundraising activities, private donations, charitable organization contributions, State and City grants, and federal programs. Over the last year, Hawaii Foodbank collected and distributed more than 25 million pounds of food, including 8.7 million pounds of fresh produce (34%).

Administration and Facilities

Hawaii Foodbank is an organization with approximately 80 employees providing services on Oahu and Kauai, with the main administrative offices and main distribution center located at 2611 Kilihau Street, Honolulu, Hawaii 96819-2021. Working through its statewide affiliates, Hawaii Foodbank serves the Hawaiian Islands.

PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

Hawaii Foodbank is planning to build a new facility to satisfy these strategic objectives:

Disaster Response

- Located outside of the flood inundation zone
- Double the existing dry storage capacity
- Resilient "hurricane safe room" facility able to withstand a Category 4 hurricane

Nutrition and Health

- 3.5 times existing cold storage capacity for perishables
- Purpose-built to maintain cold chain throughout the food rescue process
- Allow for fresh produce repack
- Farm-packed product receiving area
- Demonstration kitchen

Collaborative Partner

- Multi-purpose space for agencies and neighbors
- Expanded volunteer and corporate engagement opportunities
- Increased opportunities to partner with local agriculture

Expand Efforts to End Hunger

- New client-choice pantry space at retained Kilihau Street facility
- Wrap-around service opportunities for agencies on site
- Dedicated space for keiki and kūpuna programs and nutrition box packing

Hawaii Foodbank is partnering with The Wilhelm Group for project/construction management, GHD Design to provide design services, and Honolulu Builders as the general contractor.

This Request for Proposal (RFP) is being published for viewing by interested consultants to provide “peer review” of construction documents (plans and specifications) as required by a FEMA Hazard Mitigation Grant Program (HMGP) grant that is currently in the application review process. Hawaii Foodbank’s intention is to have all interested firms submit a response proposal to this RFP. All interested firms must meet the minimum qualifications to provide peer review services of the project’s plans for a facility that meets the standards outlined in the relevant documents, including, but may not be limited to:

- a) FEMA P-361 – Safe Rooms for Tornadoes and Hurricanes, Fourth Edition 2021
- b) ANSI ICC 500-2020 – NSSA Standards for the Design and Construction of Storm Shelters

Interested firms must be able to assemble a team to provide and execute these services. This RFP must be publicly advertised for thirty calendar days to comply with the requirement for an open competition for the federally funded contract. Subject to the grant funding requirements of the **Federal Emergency Management Agency** (FEMA), Hawaii Foodbank is bidding these peer review services competitively for this project. Each bidder is expected to act as the sole contractor and to take responsibility for all aspects of the required peer review services.

GENERAL PROVISIONS, TERMS AND CONDITIONS

Introduction: Hawaii Foodbank (“HFB”) is requesting a proposal (“Proposal”) from firms (“Respondents”) interested in providing peer review services (“Peer Review Services”) as described in

the scope of services attached hereto as Exhibit A (“Project”). The intent for this engagement includes selection, commitment, and negotiations with Respondent to enter a contract using:

- Contract Document (To Be Determined) or AIA Document C103-2015
- Importantly, the Peer Review Services must satisfy the following two standards as they are required under the FEMA Hazard Mitigation Grant Program (HMGP):
 - **FEMA P-361**
2021
Fourth Edition
Safe Rooms for Tornadoes and Hurricanes
Guidance for Community and Residential Safe Rooms
 - **2020 ICC 500 Sec 108**
 - including, but not limited to:
 - verification of compliance with Chapters 3, 4, 5, 6 and 7
 - verification of compliance with:
 - Section 106, Submittal Documents
 - Section 107, Quality Assurance Plan
 - Section 111, Special Inspections
 - Section 112, Structural Observations
 - Following are narrative highlights of what is expected of the organization that is performing Peer Review, but note that the respondent must refer to the standards for comprehensive requirements:
 - To discourage potential peer review bias, the standard requires that the peer reviewer in charge be hired by the safe room owner or owner’s representative, as opposed to the Registered Design Professional (RDP) in responsible charge of the project, often referred to as the “Registered Design Professional in Responsible Charge”.
 - The hired peer reviewer must disclose to the authority having jurisdiction any conflicts of interest, financial or otherwise, that could compromise the independence of their review.
 - They must also submit written documentation of each respondent’s qualifications.
 - Following the comprehensive peer review, a signed and sealed report must be submitted to the authority having jurisdiction by the safe room owner or owner’s representative when applying for the building permit.
 - This report should include detailed descriptions of the items reviewed and a recommendation of acceptance or rejection for each with an explanation provided for rejected items.
 - Any proposed structural changes that occur after submission of the peer review report but before building permits are issued should be submitted to the peer reviewer for review by the Registered Design Professional in responsible charge.
 - After the project has been permitted, safe room construction oversight responsibilities shift to the Registered Design Professional in responsible

charge in coordination with the authority having jurisdiction who can choose to reengage the peer reviewer as needed.

Submittal Requirements: Prior to Proposal submission, HFB requests any interested Respondent to provide a notice of intent to participate in the RFP process by emailing this intent to The Wilhelm Group, attention Curtis Okazaki at the email address below, as indicated on the Schedule of Events. This is to ensure all RFI Responses are provided to all interested Respondents.

For submission purposes, the Proposal shall be delivered according to the following instructions, and be addressed to the following senior management positions at Hawaii Foodbank:

- Amy Miller President & Chief Executive Officer
- John Klosterman Vice President & Chief Operations Officer
- Curtis Leong Vice President & Chief Financial Officer

Individuals or firms shall email a PDF file of their response to the RFP.
Files may be no larger than 10MB.

PDF attachments shall be named:
“PROPOSAL FOR HFB MILL TOWN WAIPAHO FACILITY DESIGN PEER REVIEW SERVICES”.

The subject line of the email shall be the same as the PDF file name to ensure that responses from all interested individuals or firms are grouped together when retrieving the emails.

The PDF file shall be e-mailed to the Owner’s Consultant:

The Wilhelm Group LLC
Curtis Okazaki
Project Manager
cokazaki@twghawaii.com

With cc to:
Lance Wilhelm
President
lwilhelm@twghawaii.com

The PDF file(s) must be received by **2:00 p.m., Hawaii Standard Time**, on August 7, 2026, which shall be based on the email date and time of the PDF file transmission.

Only qualified bidders that have notified the Hawaii Foodbank, either by electronic or standard mail, of their desire to participate in this RFP, no later than the day after the expiration of the 30-day response duration of the notice to bidders, shall be considered.

- As an example, if the Notice to Bidders is published on 8/01/2026, thirty calendar days would be 8/31/2026, which would mean if HFB doesn’t receive notice from an interested party by 8/31/2026, they will be eliminated from participating.

Questions and Inquires: Any questions, interpretations, or clarifications, either administrative or technical about this RFP must be requested in writing. HFB will provide copies of all written questions and HFB responses to all Respondents. The deadline for submission of written questions is July 27, 2026. Please direct all your questions and inquiries to The Wilhelm Group (TWG) Attention: Mr. Curtis Okazaki via email address: cokazaki@twghawaii.com

Proposal Addenda: HFB may modify this RFP, any of its key actions, dates, or any of its attachments, prior to the date fixed for submission of Proposals by issuance of an addendum to all Respondents. Addenda will be numbered consecutively as a suffix to the RFP reference number.

Errors, Omissions and Exceptions: If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Respondent shall immediately notify HFB of such error in writing and request modification or clarification. Modifications will be made by addendum. Clarification will be given by written notice to all Respondents. Interpretation of this RFP shall be the responsibility of HFB and that interpretation shall be final. HFB reserves the right to remedy any error contained in this RFP.

If a Respondent fails to notify HFB prior to the time and date fixed for submission of Proposals of an error in the RFP known to it, or that reasonably should have been known to it, it shall submit a Proposal at its own risk. If the Respondent is awarded the Peer Review Services, it shall not be entitled to additional compensation or time extension by reason of the error or its later correction.

If a Respondent takes exception to any part of this RFP, or any addenda subsequently issued, it must do so in writing. All exceptions must be submitted with the Proposal. Failure to do so will be construed as Respondent's acceptance of all terms of this RFP.

Withdrawal, Cancellation or Rejection: Respondent may withdraw a Proposal after its submission by written request, signed by the authorized representative of the firm, prior to the time and date specified for submission. Proposals may be withdrawn and resubmitted if done so before the submission deadline. Withdrawal or modification offered in any other manner will not be considered.

HFB retains the right to cancel this RFP at any time. No obligation, either expressed or implied, exists on the part of HFB to make an award or to pay any costs incurred in the preparation or submission of a Proposal. Proposals, and any other supporting materials submitted to HFB, will not be returned, and will become the property of HFB. HFB reserves the right to make use of any information or ideas contained within a Proposal unless portions of the Proposal are designated proprietary at the time of submittal and are requested to be returned.

HFB may reject any or all Proposals and may waive any immaterial deviation in a Proposal. HFB's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Respondent from full compliance with the specifications if Respondent is awarded the Peer Review Services. Proposals referring to terms and conditions other than HFB's terms and conditions may be rejected as being non-responsive.

HFB may make investigations as deemed necessary to determine the ability of the Respondent to perform the Peer Review Services, and, if requested by HFB, the Respondent shall furnish HFB all such information and data for this purpose. HFB reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Respondent fails to satisfy HFB that such Respondent is properly

qualified to carry out the obligations of the Agreement and to complete the Peer Review Services as specified.

Bid Documents: The bidding documents, including plans, specifications, and other reference documents, are furnished for bidding purposes only and are not to be used for any other purpose whatsoever. They may not be reproduced without prior written permission from HFB, or any other preparer of the contract documents. All bidding documents must be promptly returned upon demand.

The bidding documents can be downloaded from the following site:

<https://www.dropbox.com/scl/fo/5q59ui2yf1iuocw89v1y7/ANLMDMjaTTcSnmqy7vbN6jc?rlkey=7j74r9qir2bxyjqifslvf9guq&dl=0>

Award: All qualified Proposals will be evaluated, and an award given to the Respondent whose Proposal best complies with all the requirements of the RFP and is deemed to be in the best interest of HFB, which may not be the lowest bid. To qualify, all Proposals must include any proposed changes to the Agreement. Respondent's failure to either accept the terms and conditions of the Agreement or to include Respondent's proposed changes to same will result in disqualification of the Proposal.

Any award made is subject to a signed Agreement. HFB reserves the right to withdraw the award at any time for any reason during the contract negotiation process. The successful Respondent must work diligently with HFB to execute and deliver a signed Agreement within a target of two (2) weeks of the award. The Agreement is not effective until fully executed by HFB and a fully executed Agreement is delivered to Respondent. The Peer Review Services shall not be performed prior to receipt of a fully executed Agreement. In the event the successful Respondent does not execute the Agreement as required, the award of the Peer Review Services may then be made to another Respondent or HFB may decide to call for new Proposals.

Each Proposal will be evaluated with respect to the evaluation criteria outlined herein. At its sole discretion, HFB may elect to short-list and interview finalists to more fully understand the relative qualifications.

In accordance with **2 CFR Part 200 Subpart D §§200.317-200.327**, HFB will use the request for proposals (RFP) competitive procurement process, with public notice, to select and enter into an agreement with a contractor.

Confidentiality: If a Proposal is accepted, the Respondent shall not issue any news releases or other statements pertaining to the award or the Agreement which state or imply HFB's endorsement of Respondent's services.

SCOPE OF SERVICES

The scope of services is detailed in Exhibit A and the Agreement and may reference drawings and/or specifications. HFB will provide as much detail as is available for Respondent’s consideration.

SCHEDULE OF EVENTS: starting in June 2026

1	Publication of Notice to Bidders	06/15/26
2	Notice of Intent to Bid	07/15/26
3	Expiration of 30-calendar day publication	07/15/26
4	Deadline to Submit RFP RFIs	07/27/26
5	Submit Proposals	08/07/26
6	Notification of Request for Interview (if needed)	Week of 08/10/26
7	Date for Scheduled Interview (tentative, if needed)	08/17/26 - 08/21/26
8	Notification of Selected Firm (tentative)	08/26/26
9	Execute Contract for Peer Review Services (tentative)	October 2026
10	Submission of Contract Deliverables (tentative)	November 2026

Project Construction Timeline: The Hawaii Foodbank anticipates providing Notice to Proceed to the selected peer reviewer on or around October 9, 2026.

PROPOSAL INSTRUCTIONS AND FORMAT

To be considered responsive to this RFP, Respondent must submit Proposals in the format identified in this section. All requirements and questions in the RFP must be addressed, and all requested data must be supplied. HFB reserves the right to request additional information that in HFB’s opinion is necessary to assure that the Respondent’s competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the Agreement. The Proposal must address all requirements of the RFP even if a “no response” is appropriate.

Preparation: Proposals should be prepared in such a way as to provide a straightforward, concise delineation of Respondent’s capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on the completeness and clarity of the content. Proposals shall adhere to the following format for organization and content and must be divided into the individual sections listed below, including the requested information in the Proposal.

1. Cover Letter: The cover letter shall include a brief general statement of intent to perform the peer review and confirm that all elements of the RFP have been reviewed and understood. The cover letter should include a brief summary of Respondent’s qualifications and Respondent’s willingness to enter into a contract under the terms and conditions prescribed by HFB. The cover letter should be signed by an individual who can bind the Respondent contractually, and should

include the official registered name (Corporate, DBA, Partnerships, etc.) Dun & Bradstreet number, Primary and Secondary SIC numbers.

2. Table of Contents: The table of contents shall identify the contents of the Proposal in a format consistent with the Proposal Content set forth below.

3. Qualifications / Experience: Provide information related to Respondent's experience and capability to perform the peer review as it relates to aforementioned FEMA Hazard Mitigation Grant Program to assess compliance for safe room design and construction for this Project.

4. Personnel: Respondent shall identify all of its employees who may be assigned to the Project as shown in Exhibit B. It is the Respondent's responsibility to determine and identify the number of working staff necessary to meet the requirements of the Project. HFB reserves the right to review and mutually agree upon the number of staff proposed by Respondent to complete the peer review. Respondent should demonstrate that all key personnel have been successfully involved with projects of similar scope and magnitude and meet the requirements listed in this RFP.

Respondent shall identify and assign a single point of contact (the "Project Manager") for all correspondence and notifications about the Proposal. The Project Manager will have the overall responsibility for the performance of the services and will be able to promptly resolve any questions or problems that arise during all phases of the Project.

5. Methodology/Work Plan: Respondent should prepare a work plan describing how all the required tasks will be completed and the methodology to be used to address review of the construction documents related impacts such as:

Review of all disciplines of the design of the building related to Safe Room guidelines and compliance with minimum standards as stipulated in the aforementioned FEMA and ICC documents. These include, but not limited to:

- Architectural
- Life Safety
- Civil
- Landscaping
- Structural
- Plumbing
- Mechanical
- Electrical & Emergency Generator Systems
- Fire Protection

6. Fee Breakdown: The Proposal should include a fee breakdown, including the detailing of General Conditions, as described in Exhibit C.

7. Project Schedule: Based on the approximate start and completion dates set forth above, Respondent should provide a project schedule, as described in Exhibit E, in bar chart format,

which illustrates proposed timing for each phase of the services, proposed milestone dates and a completion date for the services.

8. Subconsultants: Provide a list of proposed subconsultants, as described in Exhibit C.

9. References: Provide a list of professional references.

10. Exceptions: Any and all exceptions to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions, Respondent must expressly state that no exceptions are taken.

11. Representations and Warranties: Please indicate, to Consultant's knowledge, any actions, suits, or proceedings, pending or threatened, before any judicial body or any governmental authority or any other writ, injunction, decree, or demand of any court or governmental authority concerning Consultant or any project Consultant has worked or is currently working on. Please also advise if Consultant has received any uncured written notice from any applicable government authority that Contractor is not in substantial compliance with any federal, state or local statute, ordinance, rule, regulation, requirement or code applicable to Consultant or any project Consultant has worked or is currently working on.

12. Licensing and Bonding: Where applicable, provide proof of insurance, licenses, and demonstration of bonding ability. HFB may accept the bonding policy and requirements of HFB provided that it has made a determination that the federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

13. Consultant proposal for Termination clause *for cause* and *for convenience*: The contractor is expected to propose a Termination clause that covers both *for-cause*, and *for-convenience*.

- In either case it must include how it will be affected, and the basis for settlement.
- A grant may require that this clause must "address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate."

EVALUATION AND AWARD CRITERIA

Evaluation Method: All Proposals shall be reviewed to verify that the Respondent has met the minimum requirements. Proposals that have not complied with requirements, do not meet minimum content and quality standards, or take unacceptable exceptions to the Agreement will be eliminated from further consideration. All qualified Proposals will be reviewed and evaluated by HFB's evaluation committee; each member of the evaluation committee will independently score the bidder responses using a Bid Evaluation Matrix. The bidder with the highest sum total points will be selected for award recommendation. The evaluation committee's recommendation shall then be submitted to Hawaii Foodbank's **President & Chief Executive Officer** for review, and final selection approval.

Award will be made to the Respondent whose Proposal is deemed to be in the best interest of HFB and may not be the lowest bid. Respondent's specialized knowledge, expertise, experience, customer

references, and cost proposal will be used to judge the Proposal. Respondents who are finalists will be notified as promptly as possible.

Evaluation Criteria: Evaluation and award of the Peer Review Services will be based on the following factors:

- Cost (55% weight factor)
- Quality and reliability as a Registered Design Professional
- Experience in providing peer review services for projects of similar size and scope
- Minimum specifications are met
- Payment and delivery terms and conditions
- Past performance
- Preference: domestic, local, in-state
- Preference: minority-, women-, veteran-owned

At HFB's discretion, to further assist in evaluation, some, one, or all of the Respondents may be requested to participate in an interview process. The interview will be used as another opportunity to clarify any issues within a given Proposal and explore the approaches that may be used to satisfy all requirements for HFB. Notice of confirmation of the interview date/time will be given by email.

The Bid Evaluation Matrix is shown below, with sample data for illustration purposes:

Request for Proposal (RFP) Bid Evaluation Matrix						
Procurement Project	Mill Town Peer Review (HFB-PR-2026)					
Evaluation Team Member						
Date of Evaluation						
Scoring Criteria	Max Points	Bidder 1	Bidder 2	Bidder 3	Bidder 4	
Price (55% Weighting Factor)	55	55.0	44.0	33.0	22.0	Formulaic
Quality & Reliability as a Registered Design Professional	15					Subjective
Experience Providing Peer Review Services	10					Subjective
Minimum Specifications are met	10					Subjective
Payment & Delivery Terms & Conditions	5					Subjective
Past Performance	5					Subjective
Preference: Domestic, Local, In-State	0					Fact-based
Preference: Minority-, Woman-, Veteran-Owned	0					Fact-based
	100	55.0	44.0	33.0	22.0	
Determination of Cost Points:	Lowest Bid	Bidder 1	Bidder 2	Bidder 3	Bidder 4	
Bid (as an example only)	\$ 100,000	\$ 100,000	\$ 120,000	\$ 140,000	\$ 160,000	
Percent in Excess of Low Bid		0%	20%	40%	60%	
Points Awarded		55.0	44.0	33.0	22.0	
Points will be assigned to each Proposal using the following formula:						
Step 1: (Vendor's Bid - Low Bid Price) / (Low Bid Price) = % in excess of low bid						
Step 2: Points Available - (% in excess)(Points Available) = points awarded						
For example: if Vendor 1 has the lowest bid of \$100,000 and Vendor 2 bid is \$150,000, the Vendor 2 bid is 50% higher than Vendor 1 and loses 50% of the available points. Therefore Vendor 1 would receive 60 points and Vendor 2 would receive 30 points.						

Exhibit A: Scope of Services

Hawaii Foodbank will accept bids for Peer Review Services of their Mill Town Waipahu Facility according to:

1. 100% Construction Documents dated December 16, 2025, prepared by GHD Design.
 - a. *Includes Architectural, Civil, Landscape, Structural, Mechanical, & Electrical packages*
2. Project Specifications prepared by GHD Design, January 27, 2026.
3. Geotechnical Report prepared by Geolabs, Inc. dated May 8, 2024.
4. The overall project is described in general and consists of, but not limited to:
 - A new two story, approximately 46,133 square foot warehouse building to house the storage, distribution, and other ancillary functions of Hawaii Foodbank.
 - The new building will include:
 - warehousing storage, chilled and freezer equipment, temperature-controlled space and administrative offices
 - supported by new HVAC, electrical, fire protection, telecom and security systems
 - The construction of new Mill Town Waipahu Facility shall also include:
 - Complete Substructure, Shell, Interiors, Services, and Equipment & Furnishings
 - Foundations, infrastructure, & enclosures required for all infrastructure
 - Coordination with Owner Vendors and Owner supplied Materials & Equipment
 - BMP installation/maintenance
 - All Site Preparation, Site Improvements, and Site Utilities required for new construction
 - Relocation and/or connection to existing utilities, as defined
 - The above Project to comply with the requirements set forth in the FEMA Hazard Mitigation Grant Program

Exhibit B: Respondent's Personnel

RFP Reference Number: HFB-PR-2026

Respondent: _____

Respondent's Personnel

Respondent shall provide an organizational chart describing how Respondent would staff the Project, including resumes of key personnel who would have direct Project responsibilities and level of authority.

Exhibit C: Fee Breakdown

RFP Reference Number: HFB-PR-2026

Respondent: _____

Fee Breakdown

Respondents shall submit complete copies of this Fee Breakdown for its Proposal. It is imperative that Respondents submit their Fee Breakdown on this form and attached Schedule of Rates in this particular format, with all blanks filled in. The total cost shown at the end of this form shall equal the total Proposal price, inclusive of bond and builder's risk insurance premium.

	Amount	Proposed Consultant
1. Architectural	\$ _____	_____
2. Civil	\$ _____	_____
3. Landscape	\$ _____	_____
4. Structural	\$ _____	_____
5. Mechanical	\$ _____	_____
6. Plumbing	\$ _____	_____
7. Electrical	\$ _____	_____
8. Other	\$ _____	_____

Total \$ _____

Exhibit D: Alternates

RFP Reference Number: HFB-PR-2026

Respondent: _____

THIS SECTION IS OMITTED

Exhibit E: Project Schedule

RFP Reference Number: HFB-PR-2026

Respondent: _____

Project Schedule

The Respondent shall submit with its Proposal a project schedule, in bar chart format, which illustrates major discipline activities, proposed milestones, such as required shut down dates for specific activities or areas and a final Project completion date. Respondent shall submit a schedule that indicates the optimum, most economical scope of work duration.

Exhibit F: Consultant Acknowledgement

RFP Reference Number: HFB-PR-2026

Respondent: _____

1. The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is being performed, and having inspected the documents in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract , including furnishing any and all labor and materials, premiums for bonds, and to do all the Work required to complete the said Work in accordance with the Contract for the stipulated sum of

_____ DOLLARS (\$_____)

within _____ Calendar days.

2. The undersigned furthermore agrees to fully perform the Work for any accepted Alternates within the time stated and in strict accordance with the proposed Contract Documents, including furnishing any and all labor and materials, premiums for bonds, and to do all the Work required to complete the said Work.
3. The undersigned understands and agrees to comply with and be bound by all Instructions to Respondents (included in this RFP and/or Project Manual) issued for this Work.
4. The undersigned acknowledges receipt of Addenda numbers: _____
5. Enclosed with this bid is bid security in the amount of not less than 0 percent of the Respondent's proposed Contract Sum:

()	Bidder:
()	_____
()	(Name of Company)
()	
()	by
()	_____
()	(Signature)
()	
()	TITLE:
()	_____
()	
()	Address:
()	_____
()	
()	License Number:
()	_____
()	
()	License type:
()	_____

Bid dated this _____ day of _____ 2026.

Exhibit G: FEDERAL GRANT PROVISIONS

- a. **Equal Employment Opportunity** - All contracts, when funded in whole or part by monies derived from the federal government (either directly or indirectly), shall contain a provision requiring compliance with 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."

- b. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- c. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work more than the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must 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.

- d. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter 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 recipient or sub-recipient must comply with the requirements of 37 CFR 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 awarding agency.
- e. **Clean Air Act** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- f. **Debarment and Suspension** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- g. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 must 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 non-Federal award.