



Ka Hale A Ke Ola

Homeless Resource Centers, Inc.

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ-26-001

KHAKO Westside Housing & Homeless Resource Center

Architectural and Engineering Services

FEMA Public Assistance Category E

FEMA Disaster Event DR-4724-HI

RFQ Issued Date: August 27, 2026

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Issuing Officer	Procurement Officer
Sue Sadecki <i>Executive Director</i> Ka Hale A Ke Ola Homeless Resource Centers 670 Waiale Road Wailuku, HI 96793	Thanaid Uralwong <i>Finance Director</i> Ka Hale A Ke Ola Homeless Resource Centers 670 Waiale Road Wailuku, HI 96793
Solicitation Contact	
(808) 446-8134 Thanaid.Uralwong@khako.org	

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1.0 Introduction & Intent

Ka Hale A Ke Ola Homeless Resource Centers, Inc. (KHAKO) is soliciting qualified architectural and engineering (A&E) firms to provide professional services associated with the development, repair, and restoration of facilities impacted by the August 2023 Maui Wildfires (FEMA Disaster DR-4724-HI).

This procurement will support the recovery and improvement of residential and public facilities at KHAKO properties on Maui, including the Westside Campus destroyed during the wildfires. KHAKO intends to award a contract to one qualified Respondent and reserves the right to make multiple selections if needed to fulfill the intended scope of work.

The anticipated scope of work may include, but is not limited to, A&E services and technical expertise to support design, eligibility documentation, cost estimating, permitting, construction-phase A&E services, and other A&E-related technical requirements associated with funding provided through:

- FEMA Public Assistance (PA)
- FEMA PA Section 406 Hazard Mitigation
- Community Development Block Grant for Disaster Recovery (CDBG-DR)
- Other federal, state, local, and private funding sources

Purpose: The purpose of this Request for Qualifications (RFQ) is to procure A&E technical services for funding awarded to, applied for by, or otherwise made available to KHAKO for disaster recovery, housing sites, public facilities, and related site improvements. The scope of this contract does not include construction management, project management, grant management, procurement administration, general contracting, or other non-A&E services, which will be procured separately if needed. All activities performed through the resulting contract must remain compliant with the applicable regulations and requirements of each funding stream.

Affirmative Marketing: All interested and qualified firms are invited to submit a Statement of Qualifications (SOQ) in response to this RFQ. KHAKO is committed to promoting maximal opportunities for Native Hawaiian Organizations (NHO), small businesses, minority-owned businesses (MBEs), women's business enterprises (WBEs), veteran-owned businesses (VBEs), and small disadvantaged firms (including Disadvantaged Business Enterprise (DBEs)). KHAKO will take the affirmative steps required by 2 CFR 200.321 to ensure these organizations are afforded the maximum feasible participation in work funded under this RFQ. Respondents are encouraged to describe how they will extend contracting and subcontracting opportunities to these firms and meet applicable Section 3 and affirmative-steps requirements under 24 CFR Part 75 and 2 CFR 200.321.

Contract Period of Performance: The initial term of the contract will be two (2) years, with the option to renew annually for up to three (3) additional years, subject to funding availability, performance, and continued need for A&E services. Under no circumstances will the contract exceed a total of five (5) years. The contract may be amended to include A&E professional services for other federal, state, local, and private funding sources during that period.

List of Qualified Respondents Effective Period: The list of Qualified Respondents resulting from this RFQ will remain in effect for twelve (12) months from the date of initial award. During this period, KHAKO may, at its sole discretion, use the list to select and negotiate with the next-ranked Qualified Respondent if negotiations fail or a resulting contract is terminated, and may cancel, extend, or re-open the RFQ to add Qualified Respondents. Respondents must promptly notify KHAKO of any material change to the information in their SOQ during this period.

1.1 Definitions & Acronyms

The following terms have the meanings set forth below and apply to both their singular and plural forms throughout this RFQ.

A&E or A/E (Architectural and Engineering) Services — Professional services of an architectural or engineering nature that are required by State law to be performed or approved by a licensed, registered, or certified professional, and related professional services associated with research, planning, development, design, construction, alteration, or repair of real property, including studies, investigations, surveying and mapping, testing, evaluations, consultations, comprehensive planning, conceptual designs, plans and specifications, value engineering, construction-phase services, soils engineering, and drawing review. A&E services do not include construction management, project management, grant management, procurement administration, general contracting, or other non-A&E services.

Action Plan — The plan a CDBG-DR grantee submits to and receives approval from HUD, describing how disaster recovery funds will be used, including budget allocations, eligible activities, and national objectives. Subrecipient activities must be consistent with the applicable CDBG-DR Action Plan.

Addendum / Addenda — A written document issued by KHAKO before the SOQ Submission Deadline that modifies, interprets, clarifies, or corrects this RFQ. Addenda have the same force and effect as if included in the RFQ as originally published.

Amendment — A written change to this RFQ, or to the resulting Contract, issued by KHAKO in accordance with the RFQ or Contract terms.

Authorized Representative — The individual authorized to bind the Respondent in matters relating to this RFQ and any resulting Contract, including authority to sign on the Respondent's behalf.

Betterment — An improvement to a damaged facility that increases its capacity, size, or function beyond its pre-disaster condition. Betterments are generally not eligible for FEMA Public Assistance funding except to the extent required by an applicable code or standard, and may require alternative funding.

Brooks Act — The federal Qualifications-Based Selection statute governing the procurement of architectural and engineering services, 40 U.S.C. §§ 1101–1104.

CDBG-DR (Community Development Block Grant – Disaster Recovery) — Supplemental funding appropriated by the U.S. Congress and administered by HUD to support long-term disaster recovery, administered in this instance through the County of Maui as a pass-through entity.

Codes and Standards — Applicable building codes, specifications, and standards that, when they meet FEMA's eligibility criteria under 44 C.F.R. § 206.226(d), may render upgrades to a facility eligible for Public Assistance funding.

Conflict of Interest (COI) — Any actual or apparent interest that would prevent a Respondent, its employees, or its Subcontractors from performing impartially, or that conflicts with the standards at 2 C.F.R. § 200.318(c)(1) and (c)(2), applicable HUD conflict-of-interest requirements (24 C.F.R. § 570.611), and applicable State and local ethics requirements.

Contract — The written agreement executed between KHAKO and the Selected Respondent in accordance with this RFQ, including all exhibits and attachments.

Contractor or Selected Respondent — The Respondent selected through this RFQ and awarded a resulting Contract.

Cost or Price Analysis — The review and evaluation of the separate elements of a Respondent's proposed cost or price to determine whether the proposed compensation is fair and reasonable, as required under 2 C.F.R. § 200.324(a).

Cost-Plus-a-Percentage-of-Cost (CPPC) — A prohibited method of contracting under which the contractor's fee increases as costs increase. CPPC and percentage-of-construction-cost methods of contracting are prohibited under 2 C.F.R. § 200.324(c).

DCCA — The State of Hawai'i Department of Commerce and Consumer Affairs, including its Professional and Vocational Licensing Division and Business Registration Division.

Deliverable — A defined work product the Selected Respondent is required to produce under the Contract, such as schematic design documents, construction documents, cost estimates, or as-built drawings.

DLIR — The State of Hawai'i Department of Labor and Industrial Relations.

Duplication of Benefits (DOB) — Financial assistance received from another source (such as insurance or another federal program) for the same purpose and the same loss as FEMA or HUD assistance. Duplicative amounts must be identified and deducted to prevent duplicate payment for the same loss, consistent with Section 312 of the Stafford Act (42 U.S.C. § 5121) and applicable HUD CDBG-DR requirements.

Environmental Review — The review required under 24 C.F.R. Part 50 or 58 for CDBG-DR-funded activities, and the Environmental and Historic Preservation (EHP) review required under FEMA program requirements, to assess the environmental and historic-preservation effects of a proposed project before funds are committed.

Evaluation Committee — The committee of at least three (3) persons appointed by KHAKO to evaluate, score, and rank responsive SOQs under this RFQ.

FEMA — The Federal Emergency Management Agency.

FEMA PA (Public Assistance) — The FEMA Public Assistance Program, which provides federal assistance for the repair, restoration, and replacement of disaster-damaged facilities under the Stafford Act and 44 C.F.R. Part 206.

HIEMA — The Hawai'i Emergency Management Agency, the State recipient administering FEMA Public Assistance funds to KHAKO as a subrecipient.

HRS — Hawai'i Revised Statutes, as amended.

HUD — The U.S. Department of Housing and Urban Development.

Independent Cost Estimate (ICE) — KHAKO's independent estimate of the anticipated cost of the services, prepared before receipt of the Selected Respondent's cost proposal and used to determine the reasonableness of negotiated compensation in accordance with 2 C.F.R. § 200.324(a).

Key Personnel — The specific individuals identified in the Respondent's SOQ as responsible for performing or supervising the work, whose qualifications, roles, and availability are material to selection.

Obligation / Obligated Funds — FEMA's official commitment of federal funds to a Project Worksheet, making those funds available to the recipient and subrecipient for eligible work.

PAPPG — The FEMA Public Assistance Program and Policy Guide, Version 4, applicable to incidents declared on or after June 1, 2020 and on or before January 5, 2025, including FEMA Disaster DR-4724-HI.

Period of Performance — The total estimated time interval between the start of the initial Federal award and the planned end date, during which the Selected Respondent may incur costs and perform work under the Contract, consistent with the period of performance of each applicable funding source. Modifications to the period of performance are governed by 2 C.F.R. § 200.309.

Pre-Disaster Design, Function, and Capacity — The condition of a facility immediately before the disaster, which establishes the baseline for FEMA Public Assistance eligibility. Restoration beyond this baseline is not eligible for FEMA PA funding unless required by an applicable code or standard, funded through Section 406 mitigation, or supported by another eligible funding source.

Profit — The element of compensation negotiated separately from allowable costs, consistent with 2 C.F.R. § 200.324(b).

Project Worksheet (PW) — The FEMA Public Assistance document that identifies a specific damage site, describes the eligible scope of work, and establishes the estimated or actual cost of restoration. PWs may be revised or amended by "version" as costs are verified and scope is refined.

QBS (Qualifications-Based Selection) — The procurement method for architectural and engineering services under which KHAKO first evaluates and ranks Respondents solely on qualifications and competence, then negotiates fair and reasonable compensation with the highest-ranked Respondent. Price is not a factor in the evaluation or ranking of SOQs. QBS is required for A&E services under the Brooks Act (40 U.S.C. §§ 1101–1104) and permitted by 2 C.F.R. § 200.320(b)(2)(iv).

Qualified Respondent — A responsible Respondent whose SOQ meets the submission requirements of this RFQ and achieves a total technical score at or above the minimum threshold established in Section 6 of this solicitation.

Responsible — A Respondent that has the capability, integrity, and reliability — including the financial, technical, and staffing resources — to perform the requirements of this RFQ and the resulting Contract.

Responsible Charge — The direct control and personal supervision of architectural or engineering work by an appropriately licensed professional, as required under HRS Chapter 464.

Responsive — An SOQ that conforms in all material respects to the requirements of this RFQ.

Section 3 — Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u), as implemented at 24 C.F.R. Part 75, which directs employment, training, and contracting opportunities to low- and very low-income persons and to businesses that provide economic opportunities to them.

Section 406 Hazard Mitigation — Cost-effective hazard mitigation measures authorized under Section 406 of the Stafford Act (42 U.S.C. § 5172) and applied to FEMA Public Assistance projects to reduce the risk of future damage to a facility.

Selected Respondent — See **Contractor**.

SOQ (Statement of Qualifications) — The written submission provided by a Respondent in response to this RFQ.

Stafford Act — The Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), the federal authority for FEMA disaster assistance, including Public Assistance and Section 406 hazard mitigation.

Subcontractor — Any entity engaged by the Respondent or Selected Respondent to perform a portion of the work under the resulting Contract.

Uniform Guidance / 2 CFR Part 200 — The federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 C.F.R. Part 200.

1.2 Funding, Compliance, and Phasing

The resulting contract may be funded in whole or in part by federal disaster recovery programs, including FEMA Public Assistance Category E (Public Buildings), FEMA 406 Hazard Mitigation, and U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) resources, as well as other eligible public or private funding sources for projects related to KHAKO residential and public facilities on Maui. KHAKO is a private nonprofit organization, not a State of Hawai'i agency or other governmental purchasing agency; however, KHAKO has structured this RFQ to support compliance with applicable federal award requirements and, to the extent applicable or required by a funding source, pass-through entity, funding agreement, KHAKO procurement policy, or Hawai'i professional-services procurement principles. All work performed under the resulting contract will remain within the architectural and engineering scope of this RFQ.

This procurement is offered in compliance with the following:

- 2 CFR 200.317–327 (Federal Procurement Standards)
- 2 CFR 200.324(a) (Cost Reasonableness and Independent Cost Estimate [ICE])
- 2 CFR 200 Appendix II (Required Contract Provisions)
- FEMA Public Assistance Program and Policy Guide (PAPPG)
- Hawai'i Revised Statutes Chapter 103D and Hawai'i Administrative Rules Chapter 3-122, to the extent applicable or required by the applicable pass-through entity, funding agreement, or KHAKO procurement policy
- Hawai'i Revised Statutes Chapter 464 (Professional Licensure)
- HUD Universal Notice for CDBG-DR and CDBG-MIT Programs - 90 FR 1754, as amended
- Federal Register - January 16, 2025 – 90 FR 4759 – Allocations for Community Development Block Grant Disaster Recovery and Implementation of the CDBG-DR Consolidated Waivers and Alternative Requirements
- All applicable state ethics and conflict of interest requirements

All A&E work must be completed in compliance with FEMA and HUD program eligibility rules where applicable, any requirements of other funding sources used for the work, Hawai'i permitting requirements, and professional licensing requirements. **In case of conflict between requirements, the more stringent requirement shall apply.**

The projects completed under this contract will be executed in the following federally compliant phases, in accordance with the FEMA Public Assistance Program and Policy Guide (FEMA PAPPG), 2 CFR 200 procurement standards, and all applicable federal, state, and local requirements.

For informational purposes, the table below describes the phases of the FEMA PA reconstruction project, inclusive of the A&E services and capabilities required. Only technical and professional A&E services are

included in this procurement scope of work; construction management, project management, and grant administration are excluded and will be procured separately.

Table 1: FEMA PA Project Phase Descriptions

Phase	Summary Description
FEMA Project Formulation	A&E technical support for Project Worksheet (PW) versions, including damage confirmation, quantity take-offs, RSMeans/FEMA Cost Estimating Format (CEF) cost validation, Environmental and Historic Preservation (EHP) technical inputs, and technical documentation supporting insurance and duplication-of-benefits review, in coordination with FEMA and HIEMA. <i>Status: FEMA PA funding obligated and PW0 created; updates and submission of PW versions may be required. Supplemental funding (e.g., Section 406 mitigation, HUD CDBG-DR) may expand scope by amendment.</i>
Pre-Design	Program validation, planning, and conceptual layouts, including evaluation of site conditions and identification of mitigation opportunities, in compliance with FEMA, HUD (if applicable), and local permitting requirements.
Design	Schematic design, design development, and preparation of construction documents, ensuring compliance with all applicable codes and the eligibility requirements of each applicable funding source.
Bid Support	Bid-phase A&E services as needed – including technical support for competitive procurement and related documentation as required by 2 CFR 200. Does not include procurement administration, construction management, or grant management.
Construction Phase	Submittal review, responses to Requests for Information (RFIs), and site visits, limited to A&E-eligible activities. All work must be documented to support FEMA reimbursement and future audit review.
Close-Out	Preparation of as-built drawings, final documentation, and support for FEMA close-out for A&E-eligible portions. Includes record retention and access for audits as required by 2 CFR 200.334.

1.3 Respondent Admonishment

Thank you for your interest in this endeavor. Respondents are reminded it is their responsibility to ensure eligibility, qualifications, and capacity to respond to this RFQ, and to:

- Carefully read the content of this entire document, address all requirements, and follow all procedures of this Request for SOQs (RFQ).
- **Ask for clarification, inform KHAKO of any concerns, and submit any questions before the final deadline for questions: October 1st at 5 p.m. HST.**
- Be complete and concise in response.
- Submit all SOQ responses by the required dates and times.
- Submit only one SOQ response per firm. If multiple submissions are received, the most recent SOQ prior to the submission deadline will be reviewed and evaluated.
- Refrain from prohibited communications regarding the contents of this RFQ during the solicitation period. Outside of the formal process for question submission, communication with KHAKO regarding the RFP is prohibited during the submission and selection processes. Failure to adhere to this requirement may result in the rejection of submitted SOQs.
- Comply with all federal, state, local, and programmatic requirements associated with the scope of work, including certification of relevant licenses and qualifications.

2.0 Background & Overview

KHAKO is issuing this RFQ to select a qualified A&E firm primarily to support the recovery and reconstruction of the KHAKO Westside campus, which sustained at least ~\$59 million in property damage during the August 2023 Maui wildfires (FEMA disaster DR-4724-HI). This procurement is conducted in accordance with Federal Procurement Standards (2 CFR 200.317–327) and is funded partially through FEMA PA Category E (project #747192), with the potential for additional funding sources as they become available. The selected Respondent will be responsible for delivering comprehensive A&E services in full compliance with all applicable federal, state, and local regulations.

KHAKO is seeking to engage a firm with the expertise and capacity to deliver all phases of A&E services required for the successful reconstruction of:

- KHAKO Westside at 15 Ipu Aumakua Lane, Lahaina, Hawai'i

These architectural and engineering services include project assessment, design, permitting support, construction documentation, bid-phase A&E support, construction-phase A&E services, and A&E project closeout, and may include other related architectural and engineering services within the scope of this RFQ for funding allocations implemented within the contract period of performance.

2.1 Contract Structure and Terms

KHAKO intends to award a contract to a Respondent that meets or exceeds the qualification criteria, demonstrates the ability to complete the full scope of work, and has a proven track record of success on projects of comparable scale. The successful Respondent will be required to use the Model Contract template provided as Appendix III, which outlines standard terms and conditions for this engagement. (The Respondent may propose changes to the Model Contract, as described in Appendix III.)

Key contract provisions include:

- Completion of the project within the agreed timeframe.
- No additional work or payment without prior written approval.
- KHAKO's right to terminate services at designated project milestones.
- Indemnification and insurance requirements.
- Approval of any Subcontractors by KHAKO.

Rates, fees, and payment schedules will be established through negotiation with the highest-ranked Respondent in accordance with applicable qualifications-based selection procedures and cost-reasonableness requirements. Price, cost, fee, and rate information is not requested as part of the SOQ and is not a factor in the evaluation or ranking of Respondents.

KHAKO reserves the right to authorize additional tasks and revise the scope of work to support related A&E tasks if additional funding becomes available, and to terminate the contract for cause or convenience at specified stages.

2.2 Disaster Impact

The August 2023 wildfire resulted in the widespread destruction across Lahaina including significant site damage and complete destruction of the KHAKO Westside facility. To support recovery efforts, FEMA has provided PA funding to the Hawai'i Emergency Management Agency (HIEMA) under FEMA DR-4724-HI, with HIEMA serving as the Recipient and Pass-Through Entity. KHAKO is a Subrecipient of this funding, specifically for Category E: Buildings and Equipment. The primary goal is to restore the KHAKO Westside campus to its pre-disaster condition while ensuring compliance with all applicable state and local codes.

Recovery began with debris removal, completed by the U.S. Army Corps of Engineers. The next phase involves engaging A&E services to finalize the reconstruction scope, secure necessary permits, prepare design and construction documents, and fulfill other requirements outlined in the scope of work.

2.3 FEMA Public Assistance Funding

FEMA PA Category E funding supports the repair, restoration, and replacement of public buildings and related equipment damaged by federally declared disasters. This category includes essential public

facilities such as schools, libraries, emergency operations centers, and other government-owned structures. Eligible work encompasses structural repairs, code-required upgrades (e.g., ADA compliance), replacement of equipment, and hazard mitigation measures under Section 406 Hazard Mitigation to enhance resilience against future events.

All activities must comply with the FEMA PAPPG and federal procurement regulations outlined in 2 CFR Part 200. Entities seeking reimbursement must ensure full documentation, cost reasonableness, and adherence to applicable environmental and historic preservation requirements to maintain eligibility and avoid de-obligation of funds. Records must be retained for at least three (3) years after FEMA grant closeout, or longer if required by other funding sources being leveraged. For this project, all records will be retained for seven (7) years to comply with HUD funding requirements if CDBG-DR funding becomes available.

2.3.1 FEMA and HIEMA Program Links

Below are links to Infrastructure Program resources. Respondents are responsible for referring to the latest version of each document.

- <https://www.fema.gov/assistance/public>
- <https://dod.hawaii.gov/hiema/2023-lahaina-wildfire/>
- <https://spo.hawaii.gov/for-state-county-personnel/disaster-preparedness-procurement/fema-reimbursement/>

2.4 CDBG-DR Funding

HUD's CDBG-DR program provides flexible federal funding to help states, local governments, and Tribes recover from federally declared disasters, focusing on long-term recovery, infrastructure, housing, economic revitalization, mitigation, and public services in the most impacted and distressed areas. CDBG-DR supplements other public and private disaster assistance to address unmet needs, particularly for low- and moderate-income households.

CDBG-DR funds are authorized under Title I of the Housing and Community Development Act of 1974 and are allocated through supplemental appropriations by Congress. KHAKO intends to apply for CDBG-DR as a subrecipient of funds awarded to the County of Maui through FR-6512-N-01. If awarded, funding will support eligible public facilities and affordable housing activities, consistent with the [County of Maui's HUD CDBG-DR Action Plan](#).

All CDBG-DR program activities must be administered in compliance with the following:

- HUD Universal Notice for CDBG-DR and CDBG-MIT Programs - 90 FR 1754, as amended

- Federal Register - January 16, 2025 – 90 FR 4759 – Allocations for Community Development Block Grant Disaster Recovery and Implementation of the CDBG-DR Consolidated Waivers and Alternative Requirements
- Duplication-of-Benefits methodology under Section 312 of the Stafford Act
- Streamlined environmental review procedures under 24 CFR Part 58
- Cost reasonableness standards under 2 CFR 200 Subpart E
- Other applicable cross-cutting federal, state, and local requirements

Compliance with Section 3 (24 CFR Part 75): Work funded in whole or in part with CDBG-DR assistance is subject to Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u), as implemented at 24 CFR Part 75. Section 3 requires that, to the greatest extent feasible, economic opportunities (particularly employment and training) generated by covered HUD financial assistance be directed to low- and very low-income persons and to businesses that provide economic opportunities to those persons.

- For Section 3–covered projects, HUD's safe-harbor benchmarks are that at least twenty-five percent (25%) of total labor hours be worked by Section 3 workers, and at least five percent (5%) of total labor hours be worked by Targeted Section 3 workers.
- A Section 3 business concern is one that is (i) at least fifty-one percent (51%) owned and controlled by low- or very low-income persons; (ii) at least fifty-one percent (51%) owned and controlled by current public housing residents or residents who currently live in Section 8–assisted housing; or (iii) a business whose workforce includes at least thirty percent (30%) permanent, full-time employees who are Section 3 workers, or who were Section 3 workers within three (3) years of their date of hire.

Where applicable, the selected Respondent shall comply with the reporting and recordkeeping requirements of 24 CFR Part 75, shall document its Section 3 efforts and labor hours, and shall require any subcontractors to comply with the requirements of 24 CFR Part 75.

2.5 Minimum Qualification Requirements

Respondents must confirm their qualifications and capabilities to perform the full Scope of Work for this project, including all required state and local licenses for A&E Services. Respondents are required to certify that minimum qualifications are met and submit Attachment II: Certification of Minimum Requirements with their response.

2.5.1 General Requirements

All Respondents must demonstrate:

- Compliance with all applicable local, state, and federal laws and regulations, including but not limited to FEMA Public Assistance, CDBG-DR, flood hazard mitigation ordinances, the Americans with Disabilities Act accessibility requirements, and all Hawai'i and Maui County Building and Fire Codes.
- Experience meeting federal funding requirements.
- Capacity to complete the A&E scope within the anticipated timeline and applicable funding constraints.
- At least five (5) years of demonstrated experience providing A&E services for projects of similar scope and scale.

2.5.2 Required Documentation

Respondents must submit the following, along with Attachment II:

- Proof of Hawai'i professional licensure (A&E)
- Hawai'i State Tax Clearance
- Department of Labor and Industrial Relations (DLIR) Certificate of Compliance
- Certificate of Good Standing from Hawai'i Department of Commerce and Consumer Affairs (DCCA)
- SAM.gov registration and verification of non-debarment status for all prime and Subcontractors
- Certificates of insurance meeting minimum coverage requirements (see Exhibit B).
- Signed conflict of interest and ethics disclosure forms for all key personnel and named Subcontractors

Respondents must hold, or be able to obtain, all Hawaii professional licenses required under HRS Chapter 464, "Professional Engineers, Architects, Surveyors, and Landscape Architects," to perform the services. At the time of SOQ submission, a Respondent whose Hawaii licensure is pending may submit its current out-of-state license(s) together with a certification that it will obtain all required Hawaii licenses prior to performing any work requiring such licensure. Hawaii licensure of all professionals performing licensed work is a condition of contract performance, and no licensed A&E work shall be performed under the resulting contract by any individual or firm not then licensed in Hawaii.

At the time of SOQ submission, a Respondent may submit the required Hawaii compliance documents (State Tax Clearance, DLIR Certificate of Compliance, and DCCA Certificate of Good Standing) if available, or may certify that it will obtain all required documents prior to contract execution. Current and valid documents are a condition of contract execution, and no contract will be executed with a Respondent that has not provided them within ten (10) business days of KHAKO's notice of intent to award.

No award will be made to any Respondent, or to any Respondent proposing a subcontractor or principal, that is suspended, debarred, or otherwise excluded from or ineligible for participation in federal assistance programs (2 CFR part 180 / 2 CFR 200.214). Each Respondent must submit, with its SOQ, a certification regarding debarment, suspension, and ineligibility for itself and all named subcontractors. KHAKO will verify status through SAM.gov, and exclusion of the Respondent or any named subcontractor will render the SOQ ineligible for award. Each Respondent must also either provide its active Unique Entity ID (UEI) or certify that it will complete SAM.gov registration prior to contract execution.

Each Respondent must also disclose whether the Respondent, any principal, or any named Subcontractor is subject to a HUD Limited Denial of Participation, suspension, debarment, exclusion, pending debarment or suspension proceeding, contract termination for default, material litigation, adverse audit finding, questioned cost, or other material compliance action within the past five (5) years, to the extent applicable to federally funded work.

2.5.3 Federal Requirements

All services, Contractors, and Subcontractors shall comply with:

- 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
- Federal Procurement Policy Checklist (2 CFR § 200.318-200.327).
- HUD's Universal Notice (90 FR 1754), as amended, and related HUD procurement and program guidelines.
- Brooks Act (40 USC 1101-1104) – Qualifications-Based Selection (QBS) for A/E Services.
- Federal Civil Rights, Equal Employment, and Nondiscrimination Clauses.
- All required federal contract clauses as listed in 2 CFR 200 Appendix II (including Davis-Bacon, Copeland Anti-Kickback, Contract Work Hours and Safety Standards, Rights to Inventions Made, Clean Air Act, Federal Water Pollution Control Act, Byrd Anti-Lobbying, Debarment and Suspension, Domestic Preferences, Prohibition on Certain Telecommunications and video surveillance equipment or services, Procurement of Recovered Materials, Record Retention, and Access to Records).
- Cost reasonableness and ICE documentation per 2 CFR 200.324.
- All records must be retained and made accessible for audit purposes according to the requirements of the funding source:
 - For FEMA-funded projects, records must be kept for a minimum of three (3) years after the FEMA grant is officially closed.
 - For HUD-funded projects, records must be kept for at least seven (7) years following the HUD grant closeout.
 - Additional retention periods may apply if specified by other funding sources or regulatory requirements.

2.5.4 Subcontractors

Respondents may include Subcontractors if needed to carry out the full scope of work. All Subcontractors must be identified within the SOQ and qualified/licensed to carry out the services they are assigned. All Contractors and Subcontractors are prohibited from procuring or using covered telecommunications equipment/services (e.g., Huawei, ZTE) per 2 CFR 200.216. Contractors must comply with domestic procurement preferences as required by 2 CFR 200.322 and maximize the use of EPA-designated recovered materials as required by 2 CFR 200.323.

2.5.5 Scope of Work Requirements

Respondents must have the experience, capabilities, and capacity to complete the entire Scope of Work as described in Section 4: Scope of Work.

The anticipated Scope of Work, including detailed architectural and engineering services required under this RFQ, is provided in Section 4. Respondents should review Section 4 to ensure their qualifications and proposed team align with all project requirements.

2.6 KHAKO Reservation of Rights

Issuance of this RFQ does not constitute a commitment by KHAKO to award any contract. KHAKO reserves the following rights, to be exercised in its sole discretion and in the best interest of KHAKO, the project, and the communities served:

- To reject any or all SOQs, in whole or in part, and to waive minor informalities or irregularities that are immaterial and not prejudicial to other Respondents;
- To cancel, postpone, or amend this RFQ at any time prior to award, and to reissue this RFQ or a revised version of it, if KHAKO determines doing so is in its best interest;
- To reject and not consider any SOQ that is incomplete, conditional, non-responsive, or that fails to meet a mandatory (Pass/Fail) requirement of this RFQ;
- To request clarification of information contained in an SOQ, and to request additional information from any Respondent, provided that clarifications shall not be used to materially alter or supplement an SOQ after the submission deadline;
- To verify any information submitted by a Respondent and to contact any client, reference, or other party with knowledge of a Respondent's qualifications or past performance, including sources not identified by the Respondent;
- To make one or more awards, or to make no award, if KHAKO determines that doing so is in its best interest and consistent with this RFQ;
- To conduct the selection through qualifications-based procedures, under which SOQs are evaluated and ranked on qualifications and competence, with no consideration of price in the evaluation or ranking;

- To determine the reasonableness of compensation negotiated with the selected Respondent through a cost or price analysis supported by an independent cost estimate, and to negotiate profit as a separate element of price;
- To formally terminate negotiations with the highest-ranked Respondent if fair and reasonable compensation cannot be reached, and to commence negotiations with the next-ranked Respondent, continuing in order of ranking until a satisfactory agreement is reached;
- To negotiate modifications to the scope of services, terms, and conditions with the selected Respondent prior to execution, and to amend the resulting contract to add or adjust architectural and engineering services as additional eligible funding becomes available, within the scope of this RFQ and the contract period of performance;
- To require the selected Respondent to execute KHAKO's contract and to satisfy all conditions of award, including licensure, insurance, and compliance documentation, prior to contract execution;
- To terminate the resulting contract, in whole or in part, for cause or for convenience, in accordance with its terms;
- If negotiations fail, or if a resulting contract is terminated or the selected Respondent fails to perform, to commence negotiations with the next-ranked Respondent from this RFQ - provided the SOQ rankings remain valid - or to re-solicit if KHAKO determines re-solicitation is in its best interest;
- To withdraw from negotiations or decline to execute a contract with a selected Respondent that fails to provide required contract documents or satisfy conditions of award; and
- To decline to reimburse any cost incurred by a Respondent in preparing or submitting an SOQ, participating in interviews or presentations, or otherwise responding to this RFQ.

Any contract resulting from this RFQ is contingent upon the availability of federal funds. In the event applicable funding is not received or is withdrawn, KHAKO may cancel this RFQ or terminate the resulting contract without liability.

SOQ rankings established under this RFQ shall remain valid for twelve (12) months from the date of initial award. KHAKO may use these rankings during that period to negotiate with the next-ranked Respondent if negotiations with a higher-ranked Respondent fail or a resulting contract is terminated. After the validity period expires, KHAKO may choose to re-solicit A&E services if needed.

3.0 Project Overview

The KHAKO Westside reconstruction project includes restoring the following buildings to their pre-disaster state. As additional funding becomes available, the scope of work may also include property improvements, mitigation initiatives, upgrades to enhance resilience against environmental hazards and future disasters, and other eligible activities requiring architectural and engineering services.

Prior to the August 2023 wildfires, the KHAKO Westside campus comprised 10 structures, including affordable housing, emergency shelter, and services for families and individuals experiencing homelessness and housing insecurity. Figure 1 shows the campus prior to the fire, and Figure 2 shows the devastating impacts of the disaster.



Figure 1: KHAKO Westside Before Damages

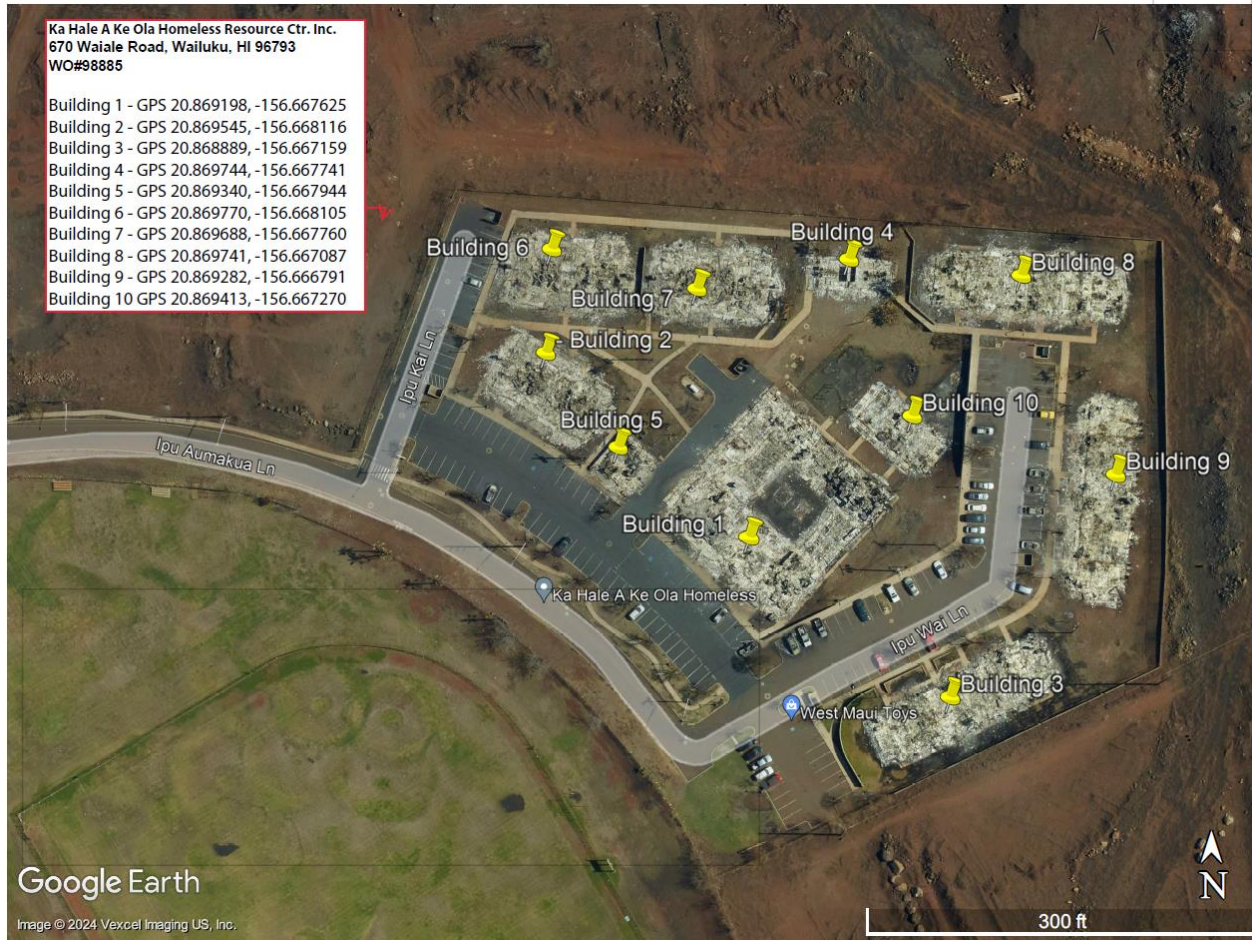


Figure 2: KHAKE Westside After Wildfire Damage

FEMA Public Assistance Category E funding has been obligated for reconstruction of the campus to its pre-disaster state through two projects: A) Buildings (FEMA Project #747192) and B) Parking Lot (FEMA Project # 748963).

KHAKE is providing the most recent FEMA Project Worksheet, additional photos of property damage, and building blueprints, where available, at the RFQ-26-001 KHAKE Westside Housing & Homeless Resource Center Dropbox folder:

https://www.dropbox.com/scl/fo/hst9b61lhv7yp1dsfhmmv/ANSJlb93iGle6Unu3NkTKsw?rlkey=rcnn4yoea_nq9klp5jkro3z8o0&st=p7gxfp5n&dl=0

Respondents are encouraged to review these prior to participating in a Site Walk and/or Virtual Informational Meeting.

3.1 Overview of Building, Damage, and Reconstruction – FEMA Project #747192

All 10 buildings on the KHAKO Westside were significantly damaged by wind-driven wildfire that reached 80 miles per hour and engulfed the structures. All buildings were built in approximately 2001 and no longer exist. The buildings had exterior and interior damages, including damage to plywood exterior siding, architectural asphalt shingle roof, engineered wood trusses, windows, slab on grade foundations, and wood framed walls. Respondents should presume that 0% of the work has been completed at the time of SOQ submission.

More information on building damage and site conditions will be provided during the optional walkthrough on **September 15, 2026 at 10 a.m. HST, and the virtual information meeting on September 17, 2026 at 2 p.m. HST.**

A summary of the buildings, their purposes, and descriptions are provided below.

3.1.1 Building 1: Residential, Resource Center Building

- **Description:** The 11,417 square foot (SF) building served as the main office with 5 offices, and included a commercial kitchen, cafeteria, a 32-bed dormitory, a 10-bed dormitory, a conference room, and a classroom.

3.1.2 Building 2: Residential, Transitional Housing Building

- **Description:** The 8,212 SF building served as a sheltering building with 8 studio apartments and 8 one-bedroom apartments.

3.1.3 Building 3: Residential, Affordable Rental Building

- **Description:** The 7,278 SF building served as Affordable Housing Units with 8 two-bedroom apartments.

3.1.4 Building 4: Residential, Laundry Facility Unit

- **Description:** The 850 SF building served as a laundry facility.

3.1.5 Building 5: Residential, Facility Maintenance Room

- **Description:** The 960 SF building served as a facility maintenance room.

3.1.6 Building 6: Residential, Transitional Housing Building

- **Description:** The 8,212 SF building served as a sheltering building with 8 studio apartments and 8 one-bedroom apartments.

3.1.7 Building 7: Residential, Transitional Housing Building

- **Description:** The 8,212 SF building served as a sheltering building with 8 studio apartments and 8 one-bedroom apartments.

3.1.8 Building 8: Residential, Affordable Rental Building

- **Description:** The 7,278 SF building served as Affordable Housing Units with 8 two-bedroom apartments.

3.1.9 Building 9: Residential, Affordable Rental Building

- **Description:** The 7,278 SF building served as Affordable Housing Units with 8 two-bedroom apartments.

3.1.10 Building 10: Classrooms and Childcare Facility

- **Description:** The 1,500 SF building served as classrooms and a childcare facility.

For each building and the campus at large, this project includes:

- All necessary furniture and equipment.
- Fire alarms, telephones, and high-speed internet for all buildings.
- Security system that includes cameras and necessary computer equipment for all buildings.
- Outside lighting for all buildings and parking areas.
- Fencing and landscaping for entire property to include irrigation/sprinkler systems.
- Solar/Photovoltaic (PV) systems for all buildings.
- Playground at designated location.
- Repairs or improvements needed to bring buildings up to codes and standards.

3.2 Overview of Parking Lot Damage and Reconstruction – FEMA Project #748963

During the incident period, the KHAKO Westside Housing & Homeless Resource Center's parking lot was significantly damaged by wind-driven wildfire (reaching up to 80 mph). The elevated temperatures melted the top layer of asphalt in 8 spots. The approximate cost of repair is \$100,000.

Figure 3 below shows photos of the damage to the parking lot. The estimated damage includes the following:

- Replacement of asphalt
- Replacement of 25 metal light posts, including plastic and concrete base and electrical components
- Replacement of parking lot signage and galvanized steel poles



Figure 3: Parking Lot Damage

3.3 FEMA Public Assistance Design Scope

The KHAKO Westside Campus reconstruction is funded as a Standard Public Assistance permanent work project under FEMA's Public Assistance Program and Policy Guide (PAPPG v4.0 Amended, applicable to incidents declared on or after June 1, 2020 and on or before January 5, 2025).

The A&E design scope is governed by the following federal eligibility limitations:

- **Pre-Disaster Design, Function, and Capacity Standard:** Per 44 C.F.R. § 206.226(f), a facility qualifies for replacement when disaster damage exceeds 50 percent of the cost to replace it to pre-disaster condition. The purpose of FEMA PA funding is to restore the facility to its pre-disaster design and the function it performed immediately prior to the disaster. Design deliverables must replicate pre-disaster occupancy, use, square footage, and operational capacity unless modified under the Codes and Standards or Hazard Mitigation provisions below.
- **Codes and Standards Exception:** Per PAPPG Chapter 8 of V4, the standard must (1) apply to the type of repair or restoration required, (2) be appropriate to the pre-disaster use of the facility, (3) be reasonable and formally adopted and implemented by the State or local government on or before the disaster declaration date, or be a legal Federal requirement, (4) apply uniformly to all similar facilities within the jurisdiction, and (5) have been enforced during the period it was in effect. Applicable codes, specifications, and standards will be identified and confirmed in coordination with the Recipient, FEMA, HIEMA, and County of Maui offices during design development.

This project has not been designated as an Improved Project under FEMA PA guidelines. Accordingly, design enhancements beyond pre-disaster function and capacity that are not driven by a qualifying code or standard are not eligible for FEMA Public Assistance reimbursement. KHAKO intends to seek Section 406 Hazard Mitigation, CDBG-DR, and other funding to supplement FEMA PA Category E funding, which may allow for enhancements to the scope and design.

- **Section 406 Hazard Mitigation:** FEMA may approve Section 406 funding for mitigation measures applied to the disaster-damaged facility which are eligible as a supplemental funding layer on top of the base replacement cost, subject to FEMA's cost-effectiveness thresholds. Proposed hazard mitigation measures must be submitted and approved by FEMA prior to the start of construction.
- **Potential Supplemental Funding and Scope Evolution:** KHAKO anticipates supplemental funding for eligible public facility and affordable housing activities, including HUD CDBG-DR, to address unmet needs not covered by the FEMA PA award. Should supplemental funding be secured, the project scope, design parameters, and applicable compliance requirements may be revised accordingly, and the selected A&E firm should anticipate the potential for amended scope of services as funding determinations are finalized.

The Respondent's SOQ shall be developed to reflect restoration of the facility to its pre-disaster design, function, and capacity, consistent with FEMA Public Assistance eligibility standards under 44 C.F.R. § 206.226(f) and PAPPG v4.0 Amended.

For purposes of post-selection contract negotiations and determination of cost reasonableness, negotiated cost estimates and scope assumptions shall be based on the pre-disaster facility as documented in available attachments included in the Dropbox link, such as architectural floor plans, site records, and condition documentation. Negotiated estimates shall not assume design enhancements, capacity increases, or programmatic expansions beyond pre-disaster conditions unless explicitly tied to an applicable code or standard identified during design development.

Respondents are encouraged to structure their approach to allow for additive scope items to be identified separately, should supplemental funding or revised programmatic requirements be confirmed at a later stage. KHAKO intends to seek 406 Hazard Mitigation funding, CDBG-DR, and supplemental funding sources that may allow for enhancements, upgrades, mitigation measures, and other eligible activities. As funding becomes available, scope adjustments may be made during contract negotiations and/or future contract amendments.

3.4 Site Walk and Virtual Informational Meeting

Site Walk: KHAKO invites Respondents for an in-person site walk of the property **on September 15, 2026 at 10 a.m. HST**. Respondents are encouraged to attend to ensure a complete understanding of site conditions and the scale of reconstruction. The site walk provides an opportunity to visually assess existing facilities, verify field conditions, and ask questions directly related to the scope of work.

To express interest in participation, please email Thanaid.Uralwong@khako.org.

Virtual Informational Meeting: As an alternative, KHAKO will also offer a Virtual Information Meeting on **September 17 at 2 p.m. HST**. The virtual meeting will include an overview of the project objectives, procurement requirements, and the scope of work.

To register for the virtual informational meeting, please email Thanaid.Uralwong@khako.org.

Attendance at either or both informational sessions is solely the responsibility of the Respondent. Participation is not required but is strongly encouraged.

Any information shared during these informational sessions that results in material clarification of the RFQ will be documented in written addenda. All supporting materials will be uploaded as appendix documents on the procurement website.

While Respondents may have the opportunity for discussion during the informational sessions, Respondents are reminded that questions must be submitted in writing prior to the deadline for formal response and the fairness of competition.

4.0 Scope of Work

The Scope of Work consists of six phases:

1. FEMA Project Formulation (Revisions and Amendments)
2. Pre-Design
3. Schematic Design
4. Design Development
5. Bid-Phase A&E support (if needed)
6. Construction and Closeout

Respondents must have the capacity and qualifications to perform the full architectural and engineering scope of work, including but not limited to project development and scoping, schematic design, design development, construction documentation, permitting, bid-phase A&E support, construction-phase A&E services, and A&E project closeout, and may include other related architectural and engineering services within the scope of this RFQ and the contract period of performance.

The Scope of Work below describes the anticipated services required throughout each phase. KHAKO anticipates Respondents will propose additional details in the scope of services to address the individual needs of each facility, outlined in Section 3 of this RFQ. KHAKO will give due consideration to alternative approaches and design solutions proposed by the successful Respondent.

This RFQ is limited to A&E services, and does not include general contracting, construction management, project management, grant administration, or other non-A&E services.

4.1 FEMA Project Formulation

Prior to the start of construction, the Respondent will assist KHAKO with A&E related support for project worksheet (PW) revisions, as needed. The initial PW has already been developed and submitted, and funding for this project has been obligated as of the RFQ publication date. As reconstruction costs are verified and the project progresses, updates and revisions to project documents may be required.

Anticipated services and deliverables include:

A. A&E Support for Project Worksheet Versions

1. Provide technical input for FEMA PW Versions, including revisions and amendments.
2. Conduct site inspections and verify as-found damage conditions.
3. Collect and validate quantity take-offs and measurements.
4. Validate preliminary cost estimates using industry standards (e.g., RSMeans or FEMA Cost Estimating Format (CEF)).

5. Review environmental and historic preservation (EHP) information.
6. Support technical information and A&E expertise, as needed, to fulfill insurance and duplication-of-benefits documentation requirements.
7. If needed, coordinate with FEMA and HIEMA on site visits, PW Version discussions, and scope eligibility review.

B. A&E Support for FEMA PA 406 Hazard Mitigation Request

1. Support identification of eligible 406 Hazard Mitigation opportunities related to the damaged facility, systems, and components.
2. Support benefit-cost justification and develop supporting hazard mitigation alternatives consistent with FEMA policy.
3. Support the preparation of technical components of the 406 Hazard Mitigation proposal, including scope of work, cost estimates, and design concepts as required.
4. As needed, coordinate with FEMA and HIEMA to refine the hazard mitigation scope, respond to Requests for Information (RFIs), and ensure compliance with current 406 Hazard Mitigation guidance.
5. Incorporate 406 Hazard Mitigation into the PW, PW versions, or amendments as applicable.
6. Provide supporting documentation (drawings, calculations, cost validations, technical memos) sufficient for eligibility review and obligation.
7. Provide A&E support for integration across funding sources, ensuring 406 Hazard Mitigation does not duplicate other mitigation programs and remains compliant with 2 CFR 200 cost principles.

C. Adherence to Compliance Requirements

1. Ensure complete and accurate PW version control log.
2. Document meeting notes with FEMA/HIEMA.
3. Support Independent Cost Estimate (ICE) verification in compliance with 2 CFR 200.324(a), when procuring Subcontractors and additional service providers.
4. Support cost reasonableness determinations and provide documentation when needed.
5. Provide documentation sufficient to support future audit and reimbursement review.
6. Ensure all A&E work performed under this scope complies with FEMA Public Assistance Program and Policy Guide (PAPPG) and federal procurement requirements.
7. This scope is limited to A&E activities under this phase and does not include grant administration and overall program compliance.

4.2 Pre-Design

During the pre-design phase, the Respondent shall provide those A&E services necessary to confirm damage estimates, finalize the scope of reconstruction, evaluate future mitigation needs, and develop the budget, project plan, and preliminary design of facilities. These services and deliverables include, but are not limited to:

A. Research and Evaluation

1. Review preliminary planning documents, grant requirements, and required permits; provide applicable A&E services and expertise as requested. Provide revisions and updated technical documents when needed.
2. Conduct and provide documentation of site visits and review of existing conditions of utilities, both above and underground (e.g., water, sewer, electric).
3. Evaluate and assess existing soil conditions and stormwater flow.
4. Provide technical recommendations on potential mitigation from future environmental hazards.
5. Provide A&E technical support for project worksheet development to confirm cost estimates.

B. Preliminary Project Design

1. Identify facility challenges and solutions.
2. Determine current and future needs (e.g., compliance with state and local codes and building standards).
3. Expand on provided input from KHAKO and current trends in Homeless Shelter and Affordable Housing design, including trauma-informed design.
4. Obtain utility coordination letters (water, sewer, power/telecom).
5. Complete site hazards/Wildland-Urban Interface (WUI) and defensible space analysis.
6. Develop project design documentation as needed.

C. Identification of Project Objectives

1. Target scale of building improvements and parking requirements.
2. Recommend best practices to meet energy efficiency standards.
3. Address challenges to project completion and recommend proactive solutions.
4. Address current and future needs.
5. Recommend strategies for mitigation and sustainability (e.g., net zero).
6. Evaluate onsite utilities, ensuring resilience to anticipated hazards.

D. Budget Analysis

1. Include cost-effective measures in the design and development of the site and facilities, and ensure that system selections can be constructed within the established project budget without compromising quality requirements.
2. Provide expectations of cost to construct as to comply with budget needs during the initial stages of design.
3. Provide Cost Estimates at the Schematic Design (SD), Design Development (DD), and Construction Document (CD) phases.

4.3 Schematic Design

In Schematic Design, the Respondent shall provide those services designated necessary to prepare Schematic Design Documents and other deliverables for the project, including drawings and other documents illustrating the general scope, scale, and relationship of project components for approval. These services and deliverables include, but are not limited to:

- A. **Schematic Design Deliverables** on both obligated projects (a.) Buildings and (b.) Parking Lot, including:
 1. Floor Plan – Provide layout of building interior renovations, lobbies, offices, restrooms, meeting rooms, stairs, and elevator. Identify separate locations for individual department programs, shared areas, and areas open to the public.
 2. Building Elevations – Provide views of each side of the building when relevant to proposed improvements.
 3. Building Façade – Provide options that qualify for hazard mitigation.
 4. Roof – Provide mitigation opportunities, such as solar/PV.
- B. **Site Plan:** Improvements to existing conditions, proposed additions, circulation, and accessible (ADA) paths of travel from the public right of way to the main building entry. Site plan should include:
 1. Access Control, Fire, Safety, Security system, including cameras and lighting, high-speed data systems.
 2. Fire/Life Safety analysis.
 3. Hazard Mitigation and Net-Zero opportunities.
 4. Landscaping to meet Maui County codes.
- C. **Project Timeline and Scheduling**, including revising the most current schedule for decision-making, design, documentation, contracting, and construction. The Respondent shall issue an electronic PDF version to KHAKO for review.

1. Submit Statement of Probable Construction Costs Services consisting of developing conceptual costs of the project. Probable Cost of the project shall be electronically sent to KHAKO for conditional approval.

D. Coordination Meetings to review progress and refine the program.

Mitigation, net-zero, and enhancement options developed in this phase shall be identified separately and designed to distinguish FEMA PA restoration to pre-disaster design, function, and capacity from betterment requiring a qualifying code or standard or supplemental funding.

4.4 Design Development

Following KHAKO approval of the Schematic Design, the Respondent shall develop Design Development Documents. In Design Development, the Respondent shall provide those services necessary to complement the approved Schematic Design Documents, for approval. The Design Development Documents and deliverables consist of drawings and other documents to fix and describe the size and character of the entire project, mechanical and plumbing, sanitary sewer system, accessible parking and walkways, irrigation, and landscape. Respondents shall provide the following activities:

- A. Design and Documentation Services** consist of continued development and expansion of Schematic Design Documents to establish the final scope, relationships, forms, size, and appearance of the project. Respondents are expected to:
 1. Refine ideas.
 2. Illustrate exterior and interior spaces.
 3. Explore alternatives and make final material selections.
 4. Outline specifications.
 5. Decide key details.
 6. Provide typical construction details.
- B. Project Development:** Schedule services consisting of reviewing and updating previously established schedules of the project and issuing an electronic PDF version for KHAKO review.
- C. Statement of Probable Construction Costs Services:** Update and refine Schematic Design Statement of Probable Cost of the Project. Probable Cost of the Project shall be electronically sent to KHAKO for conditional approval.
- D. Design Development Deliverables Documents:** Provide two (2) hard sets and electronic PDF format of the Drawings and outline Specification in CSI format.
 1. All Architectural and Engineering drawings shall be provided in PDF and AutoCAD formats.
- E. Coordination Meetings:** Participate in meetings to review progress and provide feedback.

4.5 Bid-Phase A&E Support (if needed)

Following completion of the Construction Documents and issuance of the final building permit by the Authority Having Jurisdiction (AHJ), and if authorized by KHAKO, the Respondent shall provide bid-phase architectural and engineering support to assist KHAKO during the competitive procurement of the construction contract. This support is limited to A&E services and does not include conducting the procurement, drafting the solicitation, evaluating price or determining the responsible low bidder, recommending award, or administering the construction contract, which are performed by KHAKO or procured separately.

A. Bid-Phase A&E Support (as needed)

1. Attend the pre-bid conference and any site visits and provide A&E expertise and technical support to KHAKO during the bid period.
2. Respond to bidder questions concerning the design, drawings, and specifications, and prepare technical clarifications.
3. Prepare and issue addenda to the Construction Documents as needed to clarify or correct the design during bidding.
4. Provide technical review of bids for conformance to the Construction Documents and specifications (technical responsiveness only) and provide A&E input to KHAKO as requested.
5. Provide A&E support for any re-bid or revised solicitation necessitated by design clarifications.

4.6 Construction and Closeout

As the project moves into the construction phase, the Respondent will provide KHAKO with construction-phase A&E administration and project coordination. Respondents should anticipate that this includes A&E support during all stages of construction and closeout. This RFQ is limited to the scope provided below and does not include grants management, construction management, or general contracting services.

A. Construction Documents

Following KHAKO approval of the Design Development Documents, the Respondent shall provide those services designated necessary to prepare Construction Documents for the project, consisting of drawings and other documents illustrating the final scope, scale, and relationship of project components for approval by KHAKO.

1. **Construction Documentation Services:** Provide final Design Development Documents to establish the final scope, relationships, forms, size, and appearance of the project through:
 - a. Final ideas.
 - b. Final Illustration of exterior and interior spaces.

- c. Final material selections.
 - d. Final specifications.
 - e. Final construction details.
 - 2. **Project Development Scheduling Services:** Review and update previously established schedules of the project and issue an electronic PDF version for KHAKO review.
 - 3. **Statement of Probable Construction Costs Services:** Update and finalize Design Development Statement of Probable Cost of the Project. Probable Cost of the Project shall be electronically sent to KHAKO for conditional approval.
 - 4. **Construction Document Deliverables:** Provide two (2) hard sets and electronic PDF format of the Drawings and final Specification in CSI format.
 - 5. **Building Permits:** Respondent to provide construction documents and application information as required for building permits, and address plan corrections as required for approved permits. Respondent to confirm requirements of the Authority Having Jurisdiction (AHJ) for permit submission.
 - 6. **Architectural and Engineering Drawings** shall be provided in PDF and AutoCAD formats.
- B. Construction-Phase A&E Services**
- 1. During construction, the Respondent shall provide the A&E services necessary to support KHAKO's administration of the construction contract, including submittal and shop-drawing review, responses to Requests for Information (RFIs), review of contractor pay applications for A&E conformance, site visits to observe conformance with the Construction Documents, and preparation of punch lists.
- C. Closeout**
- 1. Upon substantial completion, the Respondent shall provide as-built drawings, final documentation, and A&E support for project closeout, including record retention and audit access consistent with the requirements of each applicable funding source.

5.0 Format for Statements of Qualifications (SOQs)

SOQs submitted in response to this RFQ must follow the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements, or inclusion of conditions, limitations, or misrepresentations in a response, may result in rejection of the submittal.

5.1 Submission Deadline

Submissions must be delivered in hard copy to the address below **no later than 5:00 p.m. HST on October 15, 2026**. Late submissions will not be accepted, regardless of delivery method.

Attn: A&E RFQ Selection Committee
Ka Hale A Ke Ola Homeless Resource Centers, Inc.
670 Waiale Road
Wailuku, HI 96793

5.2 Submission Format

- Submit one (1) signed, unbound original and six (6) hard copies, printed on 8.5" x 11" paper and one (1) electronic copy in PDF format on a CD or thumb drive.
- All electronic files must be accessible and legible.
- Submissions may include color and fold-out charts and graphs.
 - 8.5" x 14" legal-size paper may be used for charts and graphs for readability.
 - Legal-size visuals should not be used to circumvent page limits.
- Use a minimum 10-point font for all text, including in graphics and charts.
- Organize submissions in the order noted below.

5.3 Mandatory Content and Sequence

The following content and sequence of submittal is required for a submission to be deemed compliant and responsive.

- A. **Cover Letter and Introduction [maximum two (2) pages]:**
 1. Include the name and address of the Respondent,
 2. The name, address, and telephone number of the authorized representative for the Respondent,

3. The Respondent's federal tax ID number, and a
4. List of all Subcontractors (if applicable).

The cover letter must state that the SOQ is valid for one hundred twenty (120) days after receipt.

- B. **Table of Contents:** Provide a detailed table of contents, including sequential page numbers and section titles as described herein.
- C. **Respondent Qualifications [maximum six (6) pages]:** Describe the Respondent's resources and capacity to successfully complete this project, including stability, staffing, support services, product quality/availability, and method of delivery. Resumes for key personnel must be included (not to be counted against the six-page limit, but not to exceed two pages each). List all Subcontractors, their qualifications, and specify the tasks they will perform and their capacity to do so.
- D. **Relevant Project Experience Summary [maximum eight (8) pages]:** Describe your experience in the reconstruction and repair of commercial buildings and/or government facility renovations, with emphasis on public sector projects. Respondents must have at least five (5) years of experience in designing projects of similar scope and scale, such as public facilities (e.g., emergency shelter), residential properties, and affordable housing. Include a comprehensive narrative of relevant past projects, highlighting similarities to this project and your experience with FEMA or other federally funded projects. For each project, please specify the dates, duration, and total contract value.
- E. **Capacity, Capabilities, and Proven Ability to Perform the Scope of Work [maximum ten (10) pages]:** Describe the Respondent's capacity, capabilities, and proven ability to perform the full scope of A&E services described in Section 4, including: (1) the Respondent's understanding of the project scope, disaster-recovery context, and applicable FEMA PA and HUD requirements; (2) the qualifications, roles, and availability of the key personnel and subconsultants proposed to perform the work; (3) the Respondent's organizational resources and current workload capacity to complete the scope within the anticipated schedule; (4) the Respondent's methods for quality control, coordination with KHAKO, and management of federally funded A&E work; (5) how the Respondent will identify tasks expected to be performed by KHAKO; and (6) the Respondent's general approach to performing the scope of work, demonstrating its understanding of the technical and disaster-recovery challenges involved. A detailed project work plan, schedule, or timeline is not required in response to this section. Responses shall demonstrate the Respondent's ability to successfully perform the required services and shall not include any price, cost, fee, or rate information.
- F. **Attachments:** Submit all required attachments signed and completed:
 1. **Attachment I:** Acknowledgment of RFQ Admonishments and Amendments
 2. **Attachment II:** Certification of Minimum Requirements
 3. **Attachment III:** Acknowledgment of Model Contract and Request for Modifications

4. Attachment IV: Past Performance References

- a. Provide a minimum of three (3) references for similar services performed, and up to five (5) references. Where possible, include references from public agencies and from public facility projects. For each reference, include:
 - i. Client name, address, contact person, telephone number, and email address.
 - ii. Detailed description of services provided, highlighting relevance to this RFQ.
 - iii. Federal funding sources used for the project (if applicable).

5. Additional Materials (Optional – not required)

- a. Additional materials such as past work samples, capability statements, or other supporting documentation may be included at the Respondent's discretion. Optional materials shall be limited to a maximum of ten (10) pages in total and shall not be used to supplement, extend, or circumvent the page limits or required content of the SOQ. KHAKO may disregard any optional materials that exceed this limit, duplicate required content, or are used to bypass the page limitations of this RFQ. While optional materials may be considered in evaluating the Respondent's Overall Quality and Completeness of the SOQ, their inclusion does not guarantee review and will not substitute for the required content of the SOQ.

6. Attachment V: Redacted Copy of Submission

- a. If a Respondent believes that any portion of its SOQ contains confidential or proprietary information, it must clearly mark those portions as "Confidential" and provide a written explanation of the basis for confidentiality. Respondents must also submit a redacted version of the SOQ suitable for public release. KHAKO reserves the right to determine whether information marked as confidential meets the requirements of Hawai'i law and may disclose information as required by law or funding agency policy.
 - i. Attachment V should contain a copy of the Respondent's entire submission, with all relevant redactions applied and justifications included.
 - ii. Before the redacted copy, please provide a summary table listing each redaction, the section/page reference, and the justification for confidentiality.
 - iii. By submitting Attachment IV, the Respondent authorizes KHAKO to contact listed and unlisted references, prior clients, funding agencies, and other relevant sources to verify qualifications, past performance, responsibility, and capacity.

6.0 Selection Process

KHAKO will appoint an Evaluation Committee to evaluate all eligible and complete SOQs using a pre-determined score sheet and the evaluation criteria set forth below, to ensure a fair and transparent, qualifications-based selection. Consistent with the Brooks Act (40 U.S.C. 1101–1104) and 2 CFR 200.320(b)(2)(iv), selection is based solely on demonstrated qualifications and competence. **Price is not solicited in the SOQ and is not a factor in the evaluation or ranking of Respondents.**

Threshold Requirements (Pass/Fail). Before qualifications scoring, each SOQ will be reviewed on a Pass/Fail basis. An SOQ that fails any threshold requirement may be deemed non-responsive and removed from further consideration. Threshold requirements include:

- Timely submission in accordance with Section 5;
- Completeness and conformance with the mandatory content and format of Section 5;
- Certification of minimum qualifications and required documentation (Attachment II), including certifications for all named subcontractors and key personnel required for the services they will perform within the scope of work ;
- Non-debarment/non-exclusion status of the Respondent and all named subcontractors.

Scored Evaluation Criteria. Responsive SOQs will be scored on the following criteria, which correspond to the SOQ content sections in Section 5.3:

- ***Respondent Qualifications (Section 5.3.C)***
 - Does the Respondent have the organizational resources, technical expertise, and financial stability to perform the full scope of A&E services?
 - Is the staffing plan adequate, and are support services sufficient to deliver the scope?
 - Do the key personnel hold the relevant licenses, certifications, and experience for their assigned roles?
 - Are the identified subcontractors qualified for, and appropriately matched to, the tasks assigned to them?
- ***Relevant Project Experience (Section 5.3.D)***
 - Does the Respondent have substantial experience in the reconstruction and repair of comparable public, residential, and affordable housing facilities?
 - Has the Respondent successfully completed projects of similar scope, scale, and technical complexity?
 - Does the Respondent have a record of reliability, timely delivery, and quality performance, as evidenced by references and past client feedback?

- › Has the Respondent performed FEMA-funded or other federally funded work, demonstrating familiarity with federal compliance, documentation, and reporting requirements?
- ***Capacity, Capabilities, and Proven Ability to Perform the Scope of Work (Section 5.3.E)***
 - › Does the Respondent demonstrate a clear understanding of the project scope, the disaster-recovery context, and applicable FEMA PA and HUD requirements?
 - › Do the proposed key personnel and subcontractors have the qualifications, roles, and availability suited to performing the scope?
 - › Does the Respondent demonstrate the organizational resources and current workload capacity to complete the scope within the anticipated schedule?
 - › Are the Respondent's methods for quality control, coordination with KHAKO, and management of federally funded A&E work clearly defined?
 - › Has the Respondent clearly identified the tasks it expects KHAKO to perform?
 - › Does the Respondent demonstrate a sound overall approach to performing the scope and an understanding of the technical and disaster-recovery challenges involved?
- **Overall Quality and Completeness of the SOQ**
 - › Is the SOQ responsive and complete, with attention to detail?
 - › Is the SOQ professional, well-organized, and clear?
 - › Does the SOQ, taken as a whole, demonstrate the Respondent's qualifications and ability to successfully perform the full scope of work?

KHAKO may request clarifications, interviews, or presentations to further evaluate Respondents' qualifications. After the qualifications-based ranking is complete, KHAKO will negotiate scope, terms and conditions, and fair and reasonable compensation with the highest-ranked Respondent in accordance with Section 6.3, Selection Process and Contract Negotiations. If a fair and reasonable agreement cannot be reached, KHAKO will formally terminate negotiations and proceed to the next-ranked Respondent, in order of ranking.

6.1 SOQ Evaluation

The SOQ Evaluation Committee will review all responsive SOQs and rate each SOQ component according to the criteria and point values listed Table 2. Each criterion will be scored using a pre-determined rubric, described in subsections A and B below, to ensure fairness and consistency.

Table 2: SOQ Evaluation

Component	Maximum Points
Respondent Qualifications	30
Relevant Project Experience	30
Capacity, Capabilities, and Proven Ability to Perform the Scope of Work	30
Overall Quality and Completeness of the SOQ	10
Total	100

The selection process may consist of two levels of review:

- **Level I:** All SOQs will be evaluated and scored to identify the most qualified Respondents based on the criteria above.
- **Level II:** Finalists may be selected for further evaluation, which may include a request for a presentation or demonstration, fact-finding, and negotiation of contract terms and conditions. Presentations or demonstrations may be conducted virtually or in person.

Scores from Level I and Level II (if applicable) will be combined to determine the final ranking of SOQs.

All costs associated with SOQ preparation and participation in interviews or presentations are the sole responsibility of the Respondent and will not be reimbursed by KHAKO.

KHAKO may discuss SOQs and request clarification from Respondents as part of the qualifications-based evaluation process. Negotiation of scope of work, terms and conditions, and fair and reasonable compensation will occur after final ranking, beginning with the highest-ranked Respondent.

In the event of a tie in total scores, KHAKO may use additional criteria or request further clarification to determine the final selection.

- A. **Rating Methodology:** KHAKO evaluates responsive SOQs for each Criteria Component to determine the highest overall point score. The rating scale establishes standards by which the SOQ Evaluation Committee assigns points to SOQs, and it ensures that members of the SOQ Evaluation Committee evaluate each SOQ with a consistent methodology.

Table 3: Ratings, Definitions, and Criteria

Rating	Definition and Criteria for Scored Evaluation of SOQ
Exceptional	The SOQ has exceptional merit and demonstrates qualifications and capabilities that should clearly result in the superior attainment of all requirements and objectives. The response includes numerous substantial advantages with no significant disadvantages. KHAKO can reasonably assume it will result in outstanding performance.
Good	The SOQ demonstrates sound qualifications and capabilities that KHAKO expects to meet all requirements and objectives. The response includes substantial advantages and few, relatively minor disadvantages, which collectively can be expected to result in better than satisfactory performance.
Acceptable	The SOQ demonstrates qualifications and capabilities that can meet all requirements and objectives. The response has both advantages and disadvantages; however, the disadvantages do not outweigh the advantages, and KHAKO expects the result to be satisfactory performance.
Unacceptable	The SOQ demonstrates qualifications and capabilities that will likely not be capable of meeting all requirements and objectives. The response has one or more substantial disadvantages. Collectively, the advantages and disadvantages are not likely to result in satisfactory performance.

- B. Evaluation Scores:** After reviewing the SOQs, the SOQ Evaluation Committee rates each SOQ component based on the rating criteria above and assigns the point values as shown in Table 4:

Table 4: Points Assignment

Component	Points	Description
Respondent Qualifications	Exceptional 30 Points	Respondent exceeds minimum qualifications and has exceptionally demonstrated capability to perform the full scope of work. Response surpasses expectations.
	Good 20 Points	Respondent meets minimum qualifications and has successfully demonstrated capability to perform the full scope of work. Response meets expectations.
	Acceptable 10 Points	Respondent meets minimum qualifications and has demonstrated capability to perform the scope of work. However, there are concerns about experience, performance, or ability to complete the tasks compliantly within the desired timeframe. Response mostly meets expectations.

Component	Points	Description
	Unacceptable 0 points	Respondent has not met minimum qualifications or demonstrated capacity to fulfill the scope of work. Response does not sufficiently meet expectations.
Relevant Project Experience	Exceptional 30 Points	Respondent has demonstrated considerable experience with projects of similar scope and scale. References are exceptional. Response surpasses expectations.
	Good 20 Points	Respondent has demonstrated adequate experience with projects of similar scope and scale. References indicate that past performance was satisfactory. Response meets expectations.
	Acceptable 10 Points	Respondent has demonstrated some experience with projects of similar scope and scale. References indicated performance concerns. Response mostly meets expectations.
	Unacceptable 0 points	Respondent has not met minimum past performance requirements or references indicated work was unsatisfactory. Response does not sufficiently meet expectations.
Capacity, Capabilities, and Proven Ability to Perform the Scope of Work	Exceptional 30 Points	Respondent has thoroughly demonstrates capacity and ability to perform the full scope: clear understanding of scope and applicable FEMA P and/or HUD requirements, well-qualified and available key personnel, sufficient organizational resources and workload capacity for the schedule, clearly defined quality-control and coordination methods, and a sound overall approach. Surpasses expectations.
	Good 20 Points	Respondent has demonstrated strong capacity and ability across most of the above - understanding, personnel, resources/capacity, quality control and coordination, and overall approach - with only minor gaps. Meets expectations.
	Acceptable 10 Points	Respondent demonstrates the basic capacity and ability to perform the scope but has identifiable gaps, limitations, or concerns in one or more areas, such as understanding, personnel availability, organizational resources, quality control, coordination, or overall approach. Response mostly meets minimum expectations.
	Unacceptable 0 points	Respondent has not adequately demonstrated sufficient capacity, personnel, resources, or understanding to perform the scope. Significant gaps make satisfactory performance unlikely.

Component	Points	Description
Overall Quality and Completeness of the SOQ	Up to 10 points	Evaluators score 0–10, with 10 reflecting an SOQ that, taken as a whole, exceptionally demonstrates the Respondent's qualifications and ability to perform the full scope.
Total	100	

6.2 Oral Interviews (Optional)

KHAKO may ask Respondents to participate in an interview with and/or give a presentation to the SOQ Evaluation Committee. If interviews are conducted, the criteria in Table 5 will apply.

Table 5: Interview Criteria

Component	Maximum Points	Point Factor
Oral Interviews	Up to 25 points	Evaluators may allocate up to 25 points. Exceptional presentations will be scored at 25 points, and unacceptable presentations will receive 0 points.
Total	25	

6.3 Selection Process and Contract Negotiations

Selection under this RFQ follows a qualifications-based process consistent with the Brooks Act (40 U.S.C. 1101–1104) and 2 CFR 200.320(b)(2)(iv). Price is not solicited in the SOQ and is not a factor in the evaluation or ranking of Respondents; fair and reasonable compensation is negotiated only after the most qualified Respondent is selected.

A. Ranking and Selection

1. The Evaluation Committee will evaluate and score all responsive SOQs under the criteria in Section 6.1, incorporating the results of any oral interviews or presentations conducted under Section 6.2.
2. The Committee will rank all responsive Respondents based on their total qualifications scores and establish a shortlist of the highest-ranked Respondents (generally the top three).
3. KHAKO will select the most qualified Respondent based on the final ranking.
4. If two or more Respondents receive substantially equal total scores, the Evaluation Committee will determine the most qualified Respondent based on the criteria in Section 6.1 and 6.2, giving greatest weight to relevant experience and demonstrated capacity and

ability to perform the scope of work, and will document the basis for its determination in the procurement file.

5. To be considered qualified and eligible for selection, a Respondent must receive a minimum total score of fifty (50) of 100 points available based on the criteria in Section 6.1. SOQs scoring below this threshold will not be considered further, regardless of ranking. If no Respondent meets the minimum score, KHAKO may cancel and re-solicit, or request additional information and re-evaluate, as it determines to be in its best interest.

B. Notice of Intent to Negotiate / Award

Upon selection of the highest-ranked Respondent, KHAKO will issue a written Notice of Intent to Negotiate to that Respondent and will post notice of its selection decision. Issuance of this notice authorizes KHAKO to commence contract negotiations under this Section and does not constitute a contract award or create any contractual obligation. Final award is contingent upon successful negotiation of a fair and reasonable contract, satisfaction of all conditions of award, and contract execution. Respondents not selected will be notified and may request a debriefing in accordance with Section 6.4 Debriefing & Protest Procedures

C. Contract Negotiations

1. Following selection, KHAKO will negotiate the scope of work, contract terms and conditions, and fair and reasonable compensation with the highest-ranked Respondent.
2. KHAKO has prepared an Independent Cost Estimate (ICE) based on the current FEMA PA design scope, updated as of May 2026. KHAKO will perform a cost or price analysis and use the ICE to determine whether the negotiated compensation is fair and reasonable, consistent with 2 CFR 200.324(a).
3. Profit will be negotiated as a separate element of price, consistent with 2 CFR 200.324(b). Compensation shall be established on a fixed-fee and/or hourly not-to-exceed basis by phase; cost-plus-a-percentage-of-cost and percentage-of-construction-cost methods of contracting are prohibited (2 CFR 200.324(d)).
4. If KHAKO and the highest-ranked Respondent are unable to reach agreement on a mutually acceptable scope of work and fair and reasonable compensation, KHAKO will formally terminate negotiations with that Respondent and commence negotiations with the next-ranked Respondent, continuing in order of ranking until an agreement is reached.

D. Award and Contract Execution

1. The selected Respondent must execute KHAKO's contract within fifteen (15) days of an agreed-upon terms sheet and be prepared to begin work within fifteen (15) days of contract execution.
2. The initial contract term of two (2) years will begin on the date of contract execution and may be renewed annually, not to exceed a total contract term of five (5) years.
3. Award and execution of any contract are contingent upon the availability of federal funds.

E. Supplemental Funding and Scope Amendments

1. Should additional funding sources be secured following award, KHAKO may negotiate a scope and cost amendment with the selected Respondent to reflect revised programmatic requirements or expanded architectural and engineering services within the scope of this RFQ and the contract period of performance. Any such amendment shall be limited to A&E services, subject to mutual agreement, supported by updated cost documentation and cost-reasonableness review, and executed through a formal change order or contract amendment prior to commencement of the additional work.

6.4 Debriefing & Protest Procedures

A Respondent that submitted an SOQ but was not selected may request a debriefing to understand the general basis for the selection decision. Debriefing requests must be submitted in writing within five (5) business days of the Notice of Intent to Negotiate (as posted on KHAKO's website) or Notice of Non-Selection. Debriefings are informational only and will not disclose the proprietary or confidential information of other Respondents. Debriefings may be offered by telephone, virtual meeting, email, or in person.

Any Respondent who is aggrieved in connection with the solicitation or award of a contract may submit a written protest to KHAKO. All protests must be made in writing, signed by an individual authorized to represent the Respondent, and must contain a statement of the reasons for the protest, citing the law, rule, regulation, or procedure on which the protest is based. Protests must be specific and may not introduce new information or features not included in the Respondent's original SOQ.

Protests must be submitted in hard copy or by email within seven (7) business days after the aggrieved Respondent knows or should have known of the facts giving rise to the protest, or within seven (7) business days following a debriefing, if requested.

Hard Copy: Protests submitted via hard copy should be directed to:

ATTN: RFQ PROTEST
 Thanaid Uralwong, Finance Director
 Ka Hale A Ke Ola Homeless Resource Centers, Inc.
 670 Waiale Road
 Wailuku HI 96793

Electronic Mail: Protests submitted via email should include "PROTEST" in the subject line and be submitted to Thanaid.Uralwong@khako.org.

Upon receipt of a timely protest, KHAKO will review the protest and issue a written decision. The decision shall state the reasons for the action taken and inform the protestor of any further administrative appeal rights, if applicable. The filing of a protest shall not automatically stay the award of the contract.

6.5 Procurement Timeline

Table 6: Timeline Summary

Event	Anticipated Date/Time (Subject to Change)
RFQ Publication	August 27, 2026
Site Walk (optional)	September 15, 2026 10:00 a.m. HST
Informational Meeting (alternative to Site Walk)	September 17, 2026 2:00 p.m. HST
Final Date to Submit Questions and Requests for Clarification	September 24 , 2026 5:00 p.m. HST
Questions Answered via Addendum(s)	October 1, 2026
SOQ Submittals Due	October 15, 2026 before 5:00 p.m. HST
Preliminary Evaluation Completed	October 30, 2026
Presentation/Demonstration (if needed)	Week of November 2, if needed
Evaluation Completion	Est. November 9, 2026
Intent to Negotiate Issued / Contract Negotiations	Est. Begin November 12, 2026
Commencement of Work	On or before December 14, 2026

6.6 Contact Information

All communication regarding this solicitation shall be in writing, submitted to:

Thanaid Uralwong, Finance Director
Ka Hale A Ke Ola Homeless Resource Centers, Inc.

670 Waiale Road
Wailuku HI 96793
(808) 446-8134

Thanaid.Uralwong@khako.org

This person will serve as the organization's contact for this project regarding questions and inquiries during the solicitation. **Please do NOT contact** other KHAKO personnel or selection committee members regarding this project or the selection procedures.

6.7 Questions and Clarification

All questions and requests for clarification regarding this RFQ must be submitted in writing via email. In-person and telephone inquiries will not be accepted or answered.

Questions must be submitted **no later than 5:00 p.m. HST on September 24, 2026**. Respondents' questions should be provided in a separate document, clearly identifying the relevant RFQ section and page number. The subject line of the email should read:

"RFQ-26-001 KHAKO Westside Housing & Homeless Resource Center – Questions"

and be sent to: Thanaid.Uralwong@khako.org

KHAKO will issue responses and clarifications by posting addenda on <https://www.khako.org/> on or before **October 1, 2026**, ensuring all Respondents have access to the same information.

It is the responsibility of each interested Respondent to review the website for any posted addenda or clarifications. Questions received **after 5:00 p.m. HST on September 24, 2026**, will not be addressed.

7.0 Notices and Certifications

All Respondents must complete attachments acknowledging the following notices and certifications.

7.1 Model Contract

The Respondent selected shall be expected to execute a contract like the one shown as Attachment III. However, KHAKO reserves the right to amend Attachment III: Model Contract as needed.

7.2 Regulatory Compliance Requirements

All KHAKO Contractors shall comply with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as well as all applicable federal, state, and local laws and regulations governing labor, safety, environmental protection, and procurement.

All procurement under this RFQ is conducted in accordance with 2 CFR 200.317 through 200.327. Contractors must comply with all required federal contract clauses set forth in 2 CFR 200.327 and 2 CFR Part 200, Appendix II, including but not limited to:

- Equal Employment Opportunity
- Davis-Bacon Act (if applicable)
- Copeland Anti-Kickback Act

- Contract Work Hours and Safety Standards Act
- Rights to Inventions Made
- Clean Air Act and Federal Water Pollution Control Act
- Byrd Anti-Lobbying Amendment
- Debarment and Suspension
- Procurement of Recovered Materials
- Domestic Preferences for Procurements
- Prohibition of Certain Telecommunications and Video Surveillance Equipment or Services
- Record Retention and Access to Records

Contractors must also comply with all requirements shown in Attachment III and any additional criteria specified in the contract documents.

7.3 Disclosure of Information

All information and materials submitted to KHAKO in response to this RFQ may be reproduced and distributed to authorized KHAKO personnel and agents involved in the evaluation of SOQs. SOQs will be treated as confidential and will not be disclosed to the public prior to contract execution, except as required by law or funding agency policy. Contract awards and related procurement records may be subject to public disclosure as required by applicable law, funding agency requirements, or audit. After a contract is executed, SOQs submitted in response to this RFQ may be subject to public disclosure as required by applicable law, funding agency requirements, or audit. Submission of a SOQ constitutes consent from the Respondent to such disclosure. KHAKO shall not be liable for disclosure of any information or records related to this procurement that occurs in accordance with applicable law or funding agency policy.



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Attachment I: Acknowledgement of RFQ Admonishments and Amendments

Attachment I: Acknowledgement of RFQ Admonishments and Amendments

By submitting a response to this Request for Qualifications (RFQ), the Respondent acknowledges that it has read, understood, and will comply with all requirements, conditions, and admonishments contained in this RFQ (inclusive of all attachments and amendments). The Respondent understands that failure to meet any requirement may result in disqualification or non-award.

Appendix

The Respondent acknowledges that KHAKO, as the Issuing Entity, may provide additional documents to clarify project scope and site conditions prior to the SOQ deadline. These documents may include photographs of damage, blueprints, FEMA Project Worksheets, and related materials. Appendix documentation will be uploaded to the procurement website for download.

It is the responsibility of the Respondent to download and review these materials and to incorporate relevant information into their response as appropriate. Any Appendix materials that materially affect the scope of work, cost, or SOQ preparation will be issued via formal Amendment.

Appendix documents are provided for informational purposes based on the best available information at the time of publication. While Respondents may reasonably rely on such information, Respondents remain responsible for conducting any additional due diligence necessary to prepare a complete and accurate SOQ.

Amendments

The Respondent acknowledges that KHAKO, as the Issuing Entity, may issue written amendments to this RFQ at any time prior to the SOQ deadline. Any clarifications, modifications, or supplemental requirements issued through amendments shall have the same force and effect as if included in the RFQ as originally published. Amendments will be posted on KHAKO's procurement website.

KHAKO will make reasonable efforts to notify known Respondents of issued amendments; however, it remains the responsibility of the Respondent to regularly monitor the procurement website for amendments or clarifications and to ensure all such updates are reviewed and incorporated into its submission.

By submitting a SOQ, the Respondent affirms that it has received, reviewed, and incorporated all issued amendments into its SOQ response.

Terms and Conditions

The Respondent acknowledges and affirms the following terms and conditions:

- All work products, deliverables, and documents specifically created for KHAKO under the resulting contract shall become the property of KHAKO, excluding the Respondent's pre-existing intellectual property, methodologies, tools, templates, and proprietary systems, which shall remain the property of the Respondent.
- The selected Respondent(s) shall be prepared to commence work promptly upon Contract execution and complete the Project in its entirety within the proposed timeframe or Contract term, whichever occurs first. KHAKO reserves the right, in its sole discretion, to extend the Contract term, as necessary, to complete the Project in its entirety. Any extension shall be limited to the original scope of work and performed in accordance with the existing terms and compensation schedule and shall not exceed a total Contract term of five (5) years.
- All costs associated with the preparation and submission of responses to this RFQ, including travel and related expenses, shall be borne solely by the Respondent. KHAKO shall not be responsible for any such costs.
- The selected Respondent shall remain an independent Contractor, operating under its own supervision and direction to complete the scope of this contract, and is not an employee or agent of KHAKO. The Respondent agrees to file all required tax returns and to pay all applicable taxes on amounts paid pursuant to any resulting contract.
- The opening of SOQs in response to this solicitation is not open to the public. This restriction is due to the fact that the contract award process may involve negotiations, and disclosure of proprietary, confidential, or procurement-sensitive information prior to award could compromise the integrity and fairness of the procurement process.
- Issuance of this solicitation in no way constitutes a commitment by KHAKO to award a contract. KHAKO reserves the right to reject any or all submittals received if KHAKO determines it is in its best interest to do so. Further, KHAKO may cancel or amend this solicitation at any time and may submit similar solicitations in the future.
- Upon successful negotiations and contract award, the selected Respondent shall be required to execute the Model Contract provided in Attachment III and comply with all KHAKO insurance requirements as specified therein. KHAKO may make reasonable modifications to the final contract that are consistent with the scope and intent of this RFQ; however, any material changes that significantly alter the scope of work may require re-solicitation.
- KHAKO reserves the right to request additional information or clarifications from Respondents that have submitted SOQs. After completion of qualifications-based ranking, KHAKO may enter into negotiations with the highest-ranked Respondent regarding scope of work, terms and conditions, and fair and reasonable compensation. If KHAKO is unable to reach agreement with the highest-ranked Respondent, KHAKO may terminate those negotiations and begin negotiations with the next most-

qualified Respondent. KHAKO reserves the right to award more than one contract if it is determined to be in the best interest of the organization and consistent with this solicitation.

- KHAKO may reject any submission that does not meet all the mandatory requirements of this solicitation, is conditional, or is incomplete.
- KHAKO may request clarification of any information contained in a SOQ for the purpose of understanding the content of the submission. Clarifications shall not be used to materially modify or supplement a SOQ. KHAKO may request minor administrative or non-substantive information and may waive minor informalities or irregularities that are deemed immaterial and not prejudicial to other Respondents.
- Respondents that submit a SOQ but are not selected for contract award may request a debriefing to understand the general basis for the selection decision.
 - Debriefing requests must be submitted in writing within five (5) business days of receipt of the Notice of Intent to Negotiate or Notice of Non-Selection.
 - Debriefings shall be informational only and will not include disclosure of proprietary or confidential information submitted by other Respondents. Debriefings may be conducted via telephone, email, or in person at KHAKO offices.
 - Requests shall be directed to:

Thanaid Uralwong, Finance Director
670 Waiale Road, Wailuku, HI 96793
Ka Hale A Ke Ola Homeless Resource Centers, Inc.
- Respondents who have received a debriefing and continue to believe they have been aggrieved in connection with this solicitation or contract award may submit a formal protest.
 - Protests must be submitted in writing, signed by an authorized representative, and must include a detailed statement of the legal and factual grounds for the protest.
 - Protests shall not introduce new information related to the Respondent's qualifications, capabilities, project characteristics, or other SOQ content that was not included in the original SOQ.
 - Protests must be submitted within seven (7) business days after the Respondent knows or should have known of the facts giving rise to the protest, or within seven (7) business days following the debriefing, whichever is later.
 - Protests shall be submitted to:

Thanaid Uralwong, Finance Director
670 Waiale Road, Wailuku, HI 96793
Ka Hale A Ke Ola Homeless Resource Centers, Inc.
- The withdrawal of any submittal must be made in writing prior to the submission deadline and must be signed by an authorized representative of the Respondent. Errors in a submitted SOQ may result in

rejection; however, the Respondent may submit a revised SOQ at any time prior to the submission deadline, provided the revised SOQ is received before the deadline and clearly identified as a replacement submission.

Acknowledgement and Confirmation

The Respondent, through its authorized representative, confirms acknowledgement and full acceptance of all RFQ requirements and amendments. The authorized signature below confirms the submitted SOQ is accurate, valid for 120 calendar days, and representative of the Respondent's capabilities and capacity to fulfill the entire scope of work.

Signature of Authorized Representative

Date

Name:

Title:

Contact Information:

Attachment II: Certification of Minimum Requirements

Attachment II: Certification of Minimum Requirements

The Respondent, through its authorized representative, certifies that it meets all minimum requirements set forth in this Request for Qualifications (RFQ), including eligibility to perform services funded by FEMA Public Assistance and other federal disaster recovery funding sources identified by KHAKO.

This certification includes:

- Organizational eligibility,
- Demonstrated experience performing work of similar scope and scale,
- All required licenses, registrations, and insurance,
- Staffing, capacity, and resources to perform the entire scope of work, and
- Compliance with all applicable local, state, federal, and funding requirements applicable to the services described.

The Respondent further certifies that it has reviewed all RFQ Instructions, specifications, attachments, and issued amendments, and that its SOQ is submitted in full conformity with those requirements. The Respondent acknowledges that failure to meet any minimum requirement or to provide supporting documentation when requested may result in disqualification from consideration for award.

To support this certification, Respondents must submit the documentation identified in the checklist on the following page. Each item must be initialed to confirm inclusion, and the certification at the bottom of the page must be executed for the submission to be considered fully responsive.

By submitting this certification, the Respondent certifies that it holds, or is able to obtain, each of the required documents and qualifications identified in Section 2.5 of the RFQ for the duration of the period of performance.

If the documents are not available at the time of submission, the Respondent may attach a detailed response as to why the documents are not available and a certification that the documents are obtainable and will be submitted prior to contract execution. Current and valid documents are a condition of contract execution, and no contract will be executed with a Respondent that has not provided them. Suspension, debarment, or exclusion of the Respondent or any named subcontractor from participation in federal assistance programs is disqualifying and cannot be cured after submission.

Respondent Certification Checklist

- ☐ Proof of current and valid or certification of pending Hawai'i licensure for Professional Engineer (PE) and Architect (AR) issued by the State of Hawai'i Department of Commerce and Consumer Affairs (DCCA), Professional and Vocational Licensing Division.
 - *Note: Licenses provided must correspond to key personnel identified in the Respondent's SOQ. All services performed under the resulting contract must be conducted by, or under the responsible charge and supervision of, appropriately licensed professionals, as required by applicable law and the nature of the services performed.*
- ☐ Hawai'i Tax Clearance Certificate
- ☐ Certificate of Compliance issued by the Hawai'i Department of Labor and Industrial Relations (DLIR).
- ☐ Certificate of Good Standing issued by the Hawai'i Department of Commerce and Consumer Affairs (DCCA), Business Registration Division.
- ☐ Proof of active SAM.gov registration (Unique Entry ID),.
- ☐ Certification of non-debarment status for the Respondent and all known Subcontractors at the time of SOQ submission.
- ☐ Certificates of insurance demonstrating current coverage and meeting the minimum requirements (see Model Contract, Exhibit B).
- ☐ Signed conflict of interest and ethics disclosure form (provided in Model Contract, Exhibit G) for the Respondent, and for all named Subcontractors. The form is provided in the Model Contract included with this RFQ and must be completed, signed, and submitted with the SOQ. *KHAKO reserves the right to require individual conflict of interest disclosures for key personnel upon request.*
- ☐ Complete list of all proposed Subcontractors, along with documentation demonstrating that each Subcontractor meets the minimum qualifications and requirements applicable to their scope of work.
- ☐ Certification that the SOQ was independently prepared and submitted without collusion, price fixing, bid rotation, or improper coordination with any other Respondent.
- ☐ Certification that the Respondent has not offered any gift, gratuity, favor, kickback, thing of value, or other improper inducement to influence the RFQ, evaluation, negotiation, or award.
- ☐ Disclosure of any material litigation, contract termination for default, adverse audit finding, questioned cost, debarment or suspension proceeding, HUD Limited Denial of Participation, or similar compliance action involving the Respondent, any principal, or any named Subcontractor within the past five (5) years, if applicable.
- ☐ Authorization for KHAKO to verify qualifications, references, prior performance, responsibility, and capacity by contacting listed and unlisted references, prior clients, funding agencies, and other relevant sources.

The Respondent, through its authorized representative, hereby certifies that it has met all minimum requirements, completed the checklist, included all documentation listed therein, and that all representations made in this SOQ are true, complete, and accurate.

Signature of Authorized Representative

Date

Name:

Title:

Contact Information:

Attachment III: Model Contract Acknowledgement

Attachment III: Model Contract Acknowledgement

By submitting a SOQ, the Respondent acknowledges that it has reviewed the Model Contract that follows (inclusive of all Exhibits) and understands its terms and conditions.

Proposed Revisions

To expedite contract negotiations, respondents may propose revisions to the Model Contract as part of their submission. KHAKO is under no obligation to accept any proposed revisions and may require execution of the Model Contract as issued, including any revisions made prior to contract execution to ensure compliance or provide clarification.

Following selection, the Model Contract, as finalized by KHAKO, will constitute the complete and final agreement. No additional deviations, exceptions, or supplemental terms will be accepted unless initiated by KHAKO.

Exhibit H: Compensation and Fee Schedule will be finalized during post-selection negotiations and incorporated into the contract after agreement on scope, timelines, deliverables, and total compensation. Respondents shall not submit price, cost, fee, rate, or compensation information with the SOQ.

The Respondent shall indicate below whether proposed revisions are included in its submission by initialing the appropriate option.

____ **Proposed revisions are included in submission, directly following this attachment.**

____ **No revisions are proposed in this submission.**

Acceptance of Model Contract and Exhibits

The Respondent, through its authorized representative, acknowledges that execution of the Model Contract, as finalized by KHAKO, is a condition of award and agrees to adhere to all requirements, terms, and conditions set forth in this solicitation, the Model Contract, and all associated attachments and exhibits.

Signature of Authorized Representative

Date

Name:

Title:

Contact Information:

Example: Model Contract

This Contract, dated as of the last date executed by Ka Hale A Ke Ola Homeless Resource Centers, Inc. ("KHAKO"), is between KHAKO and the professional service Contractor identified in the Variable Information Table below, hereinafter referred to as "Contractor."

VARIABLE INFORMATION TABLE			
Term of Contract			
Term Start Date		Term Completion Date	
Extensions		Up to three (3) one-year extensions, not to exceed a total contract term of five (5) years.	
Pricing			
Not-to-Exceed Amount		Final pricing shall include a cost breakdown, hourly rate schedule, and not-to-exceed budget as set forth in Exhibit H.	
Contact Information			
Contractor Contact Information		KHAKO Contact Information	
Authorized Representative		Authorized Representative	
Address		Address	
City, State & ZIP		City, State & ZIP	
Telephone		Telephone	
Email		Email	

WHEREAS KHAKO desires to have the work described in Exhibit C: Scope of Work performed; and

WHEREAS Contractor represents that it possesses the necessary qualifications to perform the work described herein.

NOW, THEREFORE, the parties agree as follows:

This Contract is subject to the provisions contained in the following exhibits, which are incorporated herein and made part of this Contract. In the event of any conflict(s), precedence shall be given first to the provisions of this Contract, followed by the exhibits listed below in descending of priority:

- Exhibit A: Terms and Conditions
- Exhibit B: Insurance Requirements for Professional Services Contract
- Exhibit C: Scope of Work
- Exhibit D: Professional Credentials

- Exhibit E: Regulatory Compliance Requirements
- Exhibit F: Hawai'i Special Provisions and State General Conditions (AG-008 & SPO)
- Exhibit G: Conflict of Interest and Ethics Disclosure Form(s)
- Exhibit H: Compensation and Fee Schedule (costs, rates, NTE budget)
- Exhibit I: Certification Regarding Lobbying

By signature below, the Contractor certifies that no unauthorized alterations have been made to this Contract or any of its exhibits.

_____	_____	_____
Typed or Printed Name	Signature of Authorized Representative	Date

This Contract, together with the exhibits identified above, constitutes the entire agreement between the parties.

Ka Hale A Ke Ola Homeless Resource Centers, Inc.		Contractor	
Signature		Signature	
Name	Sue Sadecki	Name	
Title	Executive Director	Title	
Date		Date	

Exhibit A: Terms and Conditions

1. **Scope of Work.** The work to be undertaken is identified in Exhibit C: Scope of Work, which is incorporated herein and made a part of this Contract.
2. **Reimbursement.** Compensation for services shall be based on the pricing structure identified in the Variable Information Table and Exhibit H: Compensation and Fee Schedule, as applicable, and shall not exceed the Not-to-Exceed Amount stated in the Contract, if any. Payment shall be made after the KHAKO Project Manager or designee reviews and approves the work performed and Contractor submits an invoice in a form acceptable to KHAKO. Reimbursement for expenses or materials shall only be made if expressly authorized in the Contract or Exhibit H, approved in advance by the KHAKO Project Manager or designee, and supported by appropriate documentation and receipts.
3. **KHAKO Project Manager.** The KHAKO Project Manager or designee for this undertaking, who will receive invoices and coordinate performance of the work, is identified in the Variable Information Table.
4. **Independent Contractor.** Contractor is and shall remain an independent Contractor, operating under its own supervision and direction, and is not an employee, agent, partner, or joint ventures of KHAKO. Contractor shall be solely responsible for filing tax returns, reporting compensation, and paying all applicable taxes arising from amounts paid under this Contract.
5. **Ownership.** All work products, reports, deliverables, and materials specifically created for KHAKO under this Contract shall become the property of KHAKO upon payment. Contractor retains ownership of its pre-existing intellectual property, methodologies, tools, and proprietary materials used in the performance of the services. To the extent such pre-existing materials are incorporated into the deliverables, Contractor grants KHAKO a non-exclusive right to use such materials solely as part of and in connection with the deliverables for their intended purpose.
6. **Confidentiality.** The Contractor shall comply as follows and in accordance with the required performance of this contract:
 - a. Contractor shall maintain the confidentiality of all non-public, sensitive, or confidential information obtained in the course of performing this Contract and shall not disclose such information except as necessary to perform the services or as required by law.
 - b. Contractor shall comply with all applicable federal, state, and local laws, regulations, and funding-source requirements governing the protection, use, and disclosure of information, including requirements related to the safeguarding of personally identifiable information (PII) and other sensitive data under federally funded programs.
 - c. Contractor shall implement reasonable administrative, technical, and physical safeguards to protect such information, including protection against unauthorized access, use, disclosure, or loss, in accordance with applicable federal requirements.
 - d. To the extent applicable, Contractor shall comply with all relevant privacy laws and regulations, including the Privacy Act of 1974 and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- e. Contractor shall ensure that its employees, agents, and Subcontractors are bound by confidentiality obligations consistent with this Section.
 - f. Upon expiration or termination of this Contract, Contractor shall, upon request and subject to applicable record retention requirements, return or securely destroy confidential information in its possession.
7. **Termination.** KHAKO may terminate this Contract, in whole or in part, for convenience and without cause upon thirty (30) days' prior written notice to Contractor. Upon such termination, Contractor shall cease work as directed and take reasonable steps to minimize further costs. KHAKO may also terminate this Contract for cause as provided in Section 19 of this Exhibit. Contractor may terminate this Contract upon thirty (30) days' prior written notice to KHAKO if KHAKO materially breaches this Contract and fails to cure such breach within the notice period, unless a different cure period is agreed to in writing. In the event of termination for convenience, KHAKO shall pay Contractor for authorized services properly performed and accepted through the effective date of termination, together with any authorized and documented reimbursable expenses incurred through that date, subject to the terms of this Contract. Contractor shall not be entitled to payment for unperformed work, anticipated profits, consequential damages, or termination-related costs not expressly authorized under this Contract. Notwithstanding the foregoing, this Contract shall expire on the Completion Date stated in the Variable Information Table unless extended or amended in writing in accordance with this Contract.
8. **Indemnification.** To the fullest extent permitted by law, Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless KHAKO, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the KHAKO, but excluding liability due to the active negligence or willful misconduct of the KHAKO. In no event shall the cost to defend paid by Contractor pursuant to this section exceed Contractor's proportionate percentage of fault. However, notwithstanding the foregoing, in the event one or more parties in an action is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Contractor shall meet and confer with the other parties regarding unpaid defense costs. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to KHAKO for any loss of or damage to KHAKO property arising out of or in connection with Contractor's negligence or willful misconduct.
9. **Right to Monitor/Audit and Associated Liability.** Because funding sources may include local, state, federal, or private funds, Contractor shall maintain records sufficient to demonstrate compliance with this Contract and applicable funding requirements. Contractor agrees to respond to and comply with any audit, monitoring review, or investigation conducted by KHAKO or authorized representatives of applicable funding entities. To the extent any liability, disallowance, or financial loss results from

Contractor's breach, noncompliance, misrepresentation, or inaccuracy, Contractor shall be responsible for such amounts.

10. **Record Retention and Availability.** Contractor shall maintain and preserve all records related to this Contract, including those of any Subcontractors performing work under this Contract, for the period required by applicable federal, state, and local laws and funding-source requirements. Unless a longer period is required due to audit, litigation, claim, or other applicable requirement, such records shall be retained for a minimum of seven (7) years from the date the County receives final closeout from the U.S. Department of Housing and Urban Development (HUD). Contractor shall comply with the record retention requirements set forth in 24 CFR 570.502(a)(7)(i) and shall ensure that all records and documentation are available, upon request, to HUD, the County Office of Recovery, KHAKO, the Auditor General, and any other authorized local, state, and federal representatives responsible for audit, monitoring, oversight, or review. Such records shall include, but not be limited to, financial records, supporting documentation, statistical records, and all records pertinent to the performance of this Contract.
11. **Insurance Requirements.** Contractor shall procure and maintain, at its own expense and for the duration of this Contract, insurance against claims for injuries to persons or damage to property arising out of or in connection with the performance of the Work by Contractor, its agents, employees, and Subcontractors. Contractor shall maintain insurance coverage, limits, and terms as described in Exhibit B: Insurance Requirements for Professional Services Contract.
12. **Changes to the Contract.** Changes to this Contract shall be made only by written amendment executed by authorized representatives of both parties. No alteration or variation of any term or condition shall be valid unless in writing. No oral understanding or agreement not incorporated into a duly executed written amendment shall be binding.
13. **Representations and Warranties.** Contractor represents that it possesses the skill, knowledge, qualifications, and experience necessary to perform the services required under this Contract and warrants that all credentials provided in Exhibit D: Professional Credentials are valid, current, and duly issued.
14. **Contractor's Standard of Care.** KHAKO has relied upon the professional ability, experience, and credentials represented by Contractor as a material inducement to enter into this Contract. Contractor shall perform all work in accordance with generally accepted professional standards and in compliance with all applicable federal, state, and local laws. Acceptance of Contractor's work by KHAKO shall not operate as a waiver of any rights. Contractor shall maintain all required licenses, certifications, and accreditations throughout the term of this Contract and make them available for audit upon request.
15. **Ownership of Documents (2 C.F.R. § 200.315).** All drawings, specifications, designs, reports, data, and other work products prepared under this Contract shall become the property of KHAKO upon creation, and the Contractor assigns to KHAKO all copyright and other intellectual property rights in them. KHAKO may use and reuse the work products for purposes related to this project without additional compensation. Consistent with 2 C.F.R. § 200.315, the federal awarding agency reserves a

royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work products for federal purposes and to authorize others to do so.

16. **Compliance with Laws.** Contractor shall comply with all applicable federal, state, and local laws, regulations, and funding-source requirements, including but not limited to requirements related to nondiscrimination, equal opportunity, labor standards, environmental protection, accessibility, and drug-free workplace obligations.
17. **Applicable Law and Forum.** This Contract shall be governed by and construed in accordance with the laws of the State of Hawai'i. The parties shall first attempt in good faith to resolve any dispute arising out of or relating to this Contract through informal discussions between authorized representatives of KHAKO and Contractor. If the dispute cannot be resolved through such discussions, the parties agree to attempt to resolve the dispute through non-binding mediation prior to initiating any legal action. If mediation is unsuccessful, any action or proceeding arising out of or relating to this Contract shall be brought in a court of competent jurisdiction within the State of Hawai'i.
18. **Contractor Performance and the Breach.** KHAKO may terminate this Contract and shall be relieved of any obligation to pay further consideration to Contractor if Contractor fails to perform its obligations in the time and manner required under this Contract. Contractor shall be provided written notice of default and given thirty (30) days to cure such default, unless a shorter period is required due to funding, legal, or operational requirements. If Contractor fails to cure the default within the applicable period, KHAKO may terminate the Contract and proceed with the completion of the work in any manner deemed appropriate. Any additional costs incurred by KHAKO as a result of Contractor's failure to perform may be deducted from amounts otherwise due to Contractor.
19. **Contradictions in Terms and Conditions.** In the event of any conflict or inconsistency within this Contract or between this Exhibit A and other Contract Documents, the order of precedence set forth in the Contract shall govern.
20. **No Delegation or Assignment.** Contractor shall not assign, delegate, transfer, or otherwise dispose of its rights or obligations under this Contract, in whole or in part, whether directly, indirectly, or by operation of law, without the prior written consent of KHAKO. Any attempted assignment or delegation without such consent shall constitute a material breach of this Contract. Upon approval of any assignment or delegation, the parties shall execute a written amendment reflecting the transfer and identifying any successor entity. Contractor shall remain responsible for performance under this Contract unless expressly released in writing by KHAKO. KHAKO shall have no obligation to make payment until such amendment is executed.
21. **Conflict of Interest.** Contractor represents that neither it nor, to its knowledge, its employees, agents, or Subcontractors has any direct or indirect interest that would conflict with the performance of services under this Contract. Contractor shall promptly disclose any actual, potential, or apparent conflict of interest to KHAKO in writing.
 - a. Contractor shall comply with all conflict of interest and ethics disclosure requirements set forth in the Contract Documents, including Exhibit G.
 - b. Contractor acknowledges and agrees to KHAKO's policy that no contracts shall knowingly be issued to any current KHAKO employee or such employee's immediate family member, or to any

former KHAKO employee or such former employee's immediate family member within two (2) years of separation from employment, without prior written disclosure to and review by the KHAKO Finance Director.

- c. All conflict of interest disclosures required under this Section shall be submitted in writing to:

KHAKO Finance Director
670 Waiale Road
Wailuku, HI 96793

22. **Canon of Ethics.** Contractor shall act in the best interest of KHAKO and its constituents in all matters related to this Contract and shall perform its duties honestly, fairly, prudently, and in accordance with the professional standards applicable to the services provided.
23. **Severability.** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
24. **No Implied Waiver.** Failure by KHAKO to enforce any provision of this Contract shall not be deemed a waiver of its right to enforce that provision or any other provision in the future. Any waiver must be in writing and signed by an authorized representative of KHAKO.
25. **Entirety of Agreement.** This Contract, including all Exhibits and documents incorporated herein, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, representations, understandings, and communications relating to the subject matter of this Contract.

Exhibit B: Insurance Requirements for Professional Services

**Please provide a copy of Exhibit B to your insurance agent.*

The Contractor shall procure and maintain, for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work by the Contractor, its agents, representatives, employees, and Subcontractors. Before commencing work, the Contractor shall submit certificates of insurance and endorsements evidencing the following coverage:

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Coverage shall be at least as broad as:
 1. **Commercial General Liability (CGL):** ISO Form CG 00 01, occurrence basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury. Limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. If a general aggregate limit applies, it must apply separately to this project/location (ISO CG 25 03 or 25 04) or be twice the required occurrence limit.
 2. **Automobile Liability:** ISO Form CA 00 01.
 - a. Commercial auto: Any auto (Code 1) for business-owned vehicles, or, if none, hired (Code 8) and non-owned (Code 9) autos. Limits not less than \$1,000,000 per accident for bodily injury and property damage.
 - b. Personal lines auto: If vehicles are individually owned, limits not less than \$100,000 per person, \$300,000 per accident, \$50,000 property damage.
 3. **Workers' Compensation Insurance:** As required by Hawai'i law, with statutory limits and employer's liability insurance of not less than \$1,000,000 per accident for bodily injury or disease. (Not required if Contractor provides written verification of no employees.)
 4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limits of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. **If the Contractor maintains broader coverage or higher limits than the minimums above, KHAKO shall be entitled to the broader coverage and/or higher limits.**
- B. **OTHER INSURANCE PROVISIONS** - The insurance policies are to contain, or be endorsed to contain, the following provisions:
 1. The Ka Hale A Ke Ola Homeless Resource Centers, Inc., its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or at the direction of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided through endorsements providing additional insured coverage for ongoing and completed operations equivalent to ISO Forms CG 20 10 and CG 20 37 or their equivalents.

2. For any claims related to this contract, Contractor's insurance shall be primary and non-contributory with respect to KHAKO, its officers, employees, and volunteers. Any insurance or self-insurance maintained by KHAKO shall be excess and shall not contribute.
 3. Each policy shall provide that coverage shall not be canceled, materially changed, or non-renewed without at least thirty (30) days' prior written notice to KHAKO, or ten (10) days' notice for non-payment of premium, if applicable.
- C. **WAIVER OF SUBROGATION:** Contractor waives all rights of subrogation against KHAKO for losses covered by insurance required under this Contract. Contractor shall obtain any necessary endorsements to effect this waiver. Workers' Compensation policies shall include a waiver of subrogation in favor of KHAKO for all work performed under this Contract.
- D. **SELF-INSURED RETENTIONS:** Self-insured retentions must be declared to and approved by KHAKO. KHAKO may require Contractor to purchase coverage with a lower retention or demonstrate financial capacity to pay losses and related claim expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or KHAKO.
- E. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to KHAKO.
- F. **VERIFICATION OF COVERAGE:** Contractor shall furnish KHAKO with certificates of insurance and all required endorsements prior to commencement of work. KHAKO reserves the right to require complete, certified copies of all policies and endorsements at any time. Failure to provide required documentation shall not relieve Contractor of its obligations under this Section.
- G. **SPECIAL RISKS OR CIRCUMSTANCES:** KHAKO reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- H. **SUBCONTRACTORS:** Contractor shall include all Subcontractors as insured under its policies or require all Subcontractors to be insured under their own policies. If Subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the KHAKO certificates of insurance and endorsements **before** beginning work under this contract.
- I. **CLAIMS-MADE POLICIES:** If any required policy provides coverage on a claims-made basis:
1. The retroactive date must precede the commencement of work.
 2. Coverage shall be maintained, and evidence of coverage provided, for at least five (5) years after completion of the work.
 3. If coverage is canceled or not renewed and not replaced with a claims-made policy with an appropriate retroactive date, Contractor shall obtain extended reporting period coverage for a minimum of five (5) years.
 4. Contractor shall provide copies of claims reporting requirements upon request.

Exhibit C: Scope of Work

Unless indicated otherwise herein, the Contractor shall furnish all professional services, labor, personnel, equipment, travel, supervision of its own personnel, and other resources necessary to complete the A&E services described below:

The Scope of Work consists of six phases:

- FEMA Project Formulation (Revisions and Amendments)
- Pre-design
- Schematic Design
- Design Development
- Bid-Phase A&E Support (if needed)
- Construction and Closeout

Contractor must have the capacity and qualifications to perform the full architectural and engineering scope of work, including but not limited to project development and scoping, schematic design, design development, construction documentation, permitting, bid-phase A&E support, construction-phase A&E services, and A&E project closeout, and may include other related architectural and engineering services within the scope of this RFQ and the contract period of performance.

The Scope of Work below describes the anticipated services required throughout each phase. KHAKO anticipates Contractor will propose additional details in the scope of services to address the individual needs of each facility, outlined in Section 3 of this RFQ. KHAKO will give due consideration to alternative approaches and design solutions proposed by the Contractor.

This RFQ is limited to A&E services, and does not include general contracting, construction management, project management, grant administration, or other non-A&E services.

FEMA PROJECT FORMULATION

Prior to the start of construction, the Contractor will assist KHAKO with A&E-related support for project worksheet (PW) revisions, as needed. The initial PW has already been developed and submitted, and funding for this project has been obligated as of the RFQ publication date. As reconstruction costs are verified and the project progresses, updates and revisions to project documents may be required. Anticipated services and deliverables include:

A. A&E Support for Project Worksheet Versions

1. Provide technical input for FEMA PW Versions, including revisions and amendments.
2. Conduct site inspections and verify as-found damage conditions.
3. Collect and validate quantity take-offs and measurements.

4. Validate preliminary cost estimates using industry standards (e.g., RSMeans or FEMA Cost Estimating Format (CEF)).
5. Review environmental and historic preservation (EHP) information.
6. Support technical information and A&E expertise, as needed, to fulfill insurance and duplication-of-benefits documentation requirements.
7. If needed, coordinate with FEMA and HIEMA on site visits, PW Version discussions, and scope eligibility review.

B. A&E Support for FEMA PA 406 Hazard Mitigation Request

1. Support identification of eligible 406 Hazard Mitigation opportunities related to the damaged facility, systems, and components.
2. Support benefit-cost justification and develop supporting hazard mitigation alternatives consistent with FEMA policy.
3. Support the preparation of technical components of the 406 Hazard Mitigation proposal, including scope of work, cost estimates, and design concepts as required.
4. As needed, coordinate with FEMA and HIEMA to refine the hazard mitigation scope, respond to Requests for Information (RFIs), and ensure compliance with current 406 guidance.
5. Incorporate 406 mitigation into the PW, PW versions, or amendments as applicable.
6. Provide supporting documentation (drawings, calculations, cost validations, technical memos) sufficient for eligibility review and obligation.
7. Provide A&E support for integration across funding sources, ensuring 406 mitigation does not duplicate other mitigation programs and remains compliant with 2 CFR 200 cost principles.

C. Adherence to Compliance Requirements

1. Ensure complete and accurate PW version control log.
2. Document meeting notes with FEMA/HIEMA.
3. Support Independent Cost Estimate (ICE) verification in compliance with 2 CFR 200.324(a), when procuring Subcontractors and additional service providers.
4. Support cost reasonableness determinations and provide documentation when needed.
5. Provide documentation sufficient to support future audit and reimbursement review.
6. Ensure all A&E work performed under this scope complies with FEMA Public Assistance Program and Policy Guide (PAPPG) and federal procurement requirements.
7. This scope is limited to A&E activities under this phase and does not include grant administration and overall program compliance.

PRE-DESIGN

During the pre-design phase, Contractor shall provide those services necessary to confirm damage estimates, finalize scope of reconstruction, evaluate future mitigation needs, and develop the budget, project plan, and preliminary design of facilities. These services and deliverables include, but are not limited to:

A. Research and Evaluation

1. Review preliminary planning documents, grant requirements, and required permits; provide applicable A&E services and expertise as requested. Provide revisions and updated technical documents when needed.
2. Conduct and provide documentation of site visits and review of existing conditions of utilities, both above and underground (e.g., water, sewer, electric).
3. Evaluate and assess existing soil conditions and stormwater flow.
4. Provide technical recommendations on potential mitigation from future environmental hazards.
5. Provide A&E technical support for project worksheet development to confirm cost estimates.

B. Preliminary Project Design

1. Identify facility challenges and solutions.
2. Determine current and future needs (e.g., compliance with state and local codes and building standards).
3. Expand on provided input from the KHAKO and current trends in Homeless Shelter and Affordable Housing facility design, including trauma-informed design
4. Obtain utility coordination letters (water, sewer, power/telecom).
5. Complete site hazards/Wildland-Urban Interface (WUI) and defensible space analysis.
6. Develop project design documentation as needed.

C. Identification of Project Objectives

1. Target scale of building improvements and parking requirements.
2. Recommend best practices to meet energy efficiency standards.
3. Address challenges to project completion and recommend proactive solutions.
4. Address current and future needs.
5. Recommend strategies for mitigation and sustainability (e.g., net zero.)
6. Evaluate onsite utilities, ensuring resilience to anticipated hazards.

D. Budget Analysis

1. Include cost-effective measures in the design and development of the site and facilities, and ensure that system selections can be constructed within the established project budget without compromising quality requirements.
2. Provide expectations of cost to construct as to comply with budget needs during early stages of design.
3. Provide Cost Estimates at the Schematic Design (SD), Design Development (DD), and Construction Document (CD) phases.

SCHEMATIC DESIGN

In Schematic Design, Contractor shall provide those services designated necessary to prepare Schematic Design Documents and other deliverables for the project, including drawings and other documents illustrating the general scope, scale, and relationship of project components for approval by KHAKO. These services and deliverables include, but are not limited to:

- A. **Schematic Design Deliverables on both obligated projects (a.) Buildings and (b.) Parking Lot, including:**
 1. Floor Plan – Provide layout of building interior renovations, lobbies, offices, restrooms, meeting rooms, stairs, and elevator. Identify separate locations for individual department programs, shared areas, and areas open to the public.
 2. Building Elevations – Provide views of each side of the building when relevant to proposed improvements.
 3. Building Façade – Provide options that qualify for hazard mitigation.
 4. Roof – Provide mitigation opportunities, such as solar/PV.
- B. **Site Plan:** Improvements to existing conditions, proposed additions, circulation and accessible (ADA) paths of travel from the public right of way to the main building entry. Site plan should include:
 1. Access control, fire, safety, security system, including cameras and lighting, high-speed data systems
 2. Fire/Life Safety analysis
 3. Hazardous Mitigation and Net-Zero opportunities
 4. Landscaping to meet Maui County codes
- C. **Project Timeline and Scheduling,** including revising the most current schedule for decision-making, design, documentation, contracting, and construction. Contractor shall issue an electronic PDF version to KHAKO for review.
 1. Submit Statement of Probable Construction Costs Services, consisting of developing conceptual costs of the project. Probable Cost of the project shall be electronically sent to KHAKO for conditional approval.

- D. **Coordination Meetings** to review progress and refine the program.

Mitigation, net-zero, and enhancement options developed in this phase shall be identified separately and designed to distinguish FEMA PA restoration to pre-disaster design, function, and capacity from betterments requiring a qualifying code or standard or supplemental funding.

DESIGN DEVELOPMENT

Following KHAKO approval of the Schematic Design, Contractor shall develop Design Development Documents. In Design Development, Contractor shall provide those services necessary to complement the approved Schematic Design Documents for approval by KHAKO. The Design Development Documents consist of drawings and other documents to fix and describe the size and character of the entire project, mechanical and plumbing, sanitary sewer system, accessible parking and walkways, irrigation, and landscape. Contractor shall provide the following activities:

- A. **Design and Documentation Services** consisting of continued development and expansion of Schematic Design Documents to establish the final scope, relationships, forms, size, and appearance of the project. Contractor is expected to:
 1. Refine ideas.
 2. Illustrate exterior and interior spaces.
 3. Explore alternatives and make final material selections.
 4. Outline specifications.
 5. Decide key details.
 6. Provide typical construction details.
- B. **Project Development:** Schedule services consisting of reviewing and updating previously established schedules of the project and issuing electronic PDF version to KHAKO review.
- C. **Statement of Probable Construction Costs Services:** Update and refine Schematic Design Statement of Probable Cost of the Project. Probable Cost of the Project shall be electronically sent to KHAKO for conditional approval.
- D. **Design Development Deliverables Documents:** Provide two (2) hard sets and electronic PDF format of the Drawings and outline Specification in CSI format.
 1. All Architectural and Engineering drawings shall be provided in PDF and AutoCAD formats.
- E. **Coordination Meetings:** Participate in meetings to review progress and provide feedback.

BID-PHASE A&E SUPPORT (IF NEEDED)

Following completion of the Construction Documents and issuance of the final building permit by the Authority Having Jurisdiction (AHJ), and if authorized by KHAKO, Contractor shall provide bid-phase architectural and engineering support to assist KHAKO during the competitive procurement of the

construction contract. This support is limited to A&E services and does not include conducting the procurement, drafting the solicitation, evaluating price or determining the responsible low bidder, recommending award, or administering the construction contract, which are performed by KHAKO or procured separately.

A. Bid-Phase A&E Support (as needed)

1. Attend the pre-bid conference and any site visits and provide A&E expertise and technical support to KHAKO during the bid period.
2. Respond to bidder questions concerning the design, drawings, and specifications, and prepare technical clarifications.
3. Prepare and issue addenda to the Construction Documents as needed to clarify or correct the design during bidding.
4. Provide technical review of bids for conformance to the Construction Documents and specifications (technical responsiveness only) and provide A&E input to KHAKO as requested.
5. Provide A&E support for any re-bid or revised solicitation necessitated by design clarifications.

CONSTRUCTION AND CLOSEOUT

As the project moves into the construction phase, Contractor will provide KHAKO with construction-phase A&E administration and project coordination. Contractor should anticipate that this includes A&E support during all stages of construction and closeout. This RFQ is limited to the scope provided below and does not include grants management, construction management, or general contracting services.

A. Construction Documents: Following KHAKO approval of the Design Development Documents, Contractor shall provide those services designated necessary to prepare Construction Documents for the project, consisting of drawings and other documents illustrating the final scope, scale, and relationship of project components for approval by KHAKO.

1. **Construction Documentation Services:** Provide final Design Development Documents to establish the final scope, relationships, forms, size, and appearance of the project through:
 - a. Final ideas
 - b. Final illustration of exterior and interior spaces
 - c. Final material selections
 - d. Final specifications
 - e. Final construction details
2. **Project Development Scheduling Services:** Review and update previously established schedules of the project and issuing electronic PDF version to KHAKO review.

3. **Statement of Probable Construction Costs Services:** Update and finalize Design Development Statement of Probable Cost of the Project. Probable Cost of the Project shall be electronically sent to KHAKO for conditional approval.
4. **Construction Document Deliverables:** Provide two (2) hard sets and electronic PDF format of the Drawings and final Specification in CSI format.
5. **Building Permits:** Contractor to provide construction documents and application information as required for building permits, and address plan corrections as required for approved permits. Contractor to confirm requirements of the Authority Having Jurisdiction (AHJ) for permit submission.
6. **Architectural and Engineering drawings** shall be provided in PDF and AutoCAD formats.

B. Construction-Phase A&E Services

1. During construction, Contractor shall provide the A&E services necessary to support KHAKO's administration of the construction contract, including submittal and shop-drawing review, responses to Requests for Information (RFIs), review of contractor pay applications for A&E conformance, site visits to observe conformance with the Construction Documents, and preparation of punch lists.

C. Closeout

1. Upon substantial completion, Contractor shall provide as-built drawings, final documentation, and A&E support for project closeout, including record retention and audit access consistent with the requirements of each applicable funding source.

Exhibit D: Professional Credentials

Contractor certifies that all credentials required for the performance of this Contract are valid, current, and duly issued, and shall be maintained for the duration of the Contract.

Required credentials include, but are not limited to:

- Proof of current and valid or certification of pending Hawai'i licensure for Professional Engineer (PE) and Architect (AR) issued by the State of Hawai'i Department of Commerce and Consumer Affairs (DCCA), as applicable to the scope of services
 - Such licensed professionals shall be identified in the SOQ, which is incorporated into and forms part of this Contract, and shall perform or oversee the services for which licensure is required.
- Hawai'i State Tax Clearance Certificate
- Certificate of Compliance issued by the Hawai'i Department of Labor and Industrial Relations (DLIR)
- Certificate of Good Standing issued by the Hawai'i Department of Commerce and Consumer Affairs (DCCA), Business Registration Division
- Proof of active SAM.gov registration and non-debarment status for the Contractor and all Subcontractors
- Certificates of insurance meeting the requirements set forth in Exhibit B: Insurance Requirements for Professional Services Contract
- Signed conflict of interest and ethics disclosure forms as required by Exhibit G

All required credentials and documentation shall be maintained in Contractor's records and made available to KHAKO and authorized representatives of applicable local, state, and federal agencies upon request for audit, monitoring or compliance review.

SUBCONTRACTOR COMPLIANCE

Contractor shall ensure that all Subcontractors performing services under this Contract meet the applicable credential requirements described above. Contractor shall maintain documentation of Subcontractor compliance and make such documentation available upon request.

Exhibit E: Regulatory Compliance Requirements

This Contract may be funded, in whole or in part, with federal award funds. Accordingly, Contractor shall comply with the applicable provisions of 2 C.F.R. Part 200, including 2 C.F.R. § 200.327 and Appendix II to Part 200, together with any applicable federal agency, pass-through entity, and program-specific requirements. Contractor shall include all applicable requirements of this Exhibit in its subcontracts, purchase orders, and other lower-tier agreements to the extent required by law, regulation, funding-source requirements, or the nature of the subcontracted work.

1. **Applicability of Other Contract Provisions.** The remedies, breach, termination for cause, termination for convenience, changes, audit, confidentiality, record retention, and access-to-records provisions contained elsewhere in this Contract are incorporated into this Exhibit and shall satisfy the corresponding requirements of 2 C.F.R. Part 200, Appendix II, to the extent applicable.
2. **Federal Compliance and Protection of Sensitive Information.** Contractor shall comply with all applicable federal statutes, regulations, executive orders, agency guidance, and funding-source requirements governing the work performed under this Contract. Contractor shall implement and maintain reasonable administrative, technical, physical, and cybersecurity safeguards to protect protected personally identifiable information (PII), confidential information, and other sensitive information obtained, created, maintained, transmitted, or stored in connection with this Contract from unauthorized access, use, disclosure, alteration, or loss. Such safeguards shall be consistent with applicable federal, state, and local privacy and confidentiality requirements, including any information designated as sensitive by the federal awarding agency, pass-through entity, or KHAKO.
3. **Civil Rights, Nondiscrimination, and Accessibility.** To the extent applicable to the funding source and scope of work, Contractor shall comply with all applicable federal civil rights and accessibility requirements, including:
 - a. Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended;
 - b. Section 109 of Title I of the Housing and Community Development Act of 1974 and the Age Discrimination of 1975, as amended, if HUD CDBG or CDBG-DR/MIT funds are involved;
 - c. Sections 503 and 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended and 24 C.F.R. Part 8, if applicable;
 - d. The Americans with Disabilities Act of 1990, as applicable; and
 - e. The Architectural Barriers Act and 24 C.F.R. § 570.614, if applicable to the work.

Contractor shall not, on the grounds prohibited by applicable law, exclude any person from participation in, deny any person the benefits of, or otherwise subject any person to discrimination in connection with work performed under this Contract.

4. **Byrd Anti-Lobbying Amendment.** If this Contract, or any amendment thereto, exceeds the applicable threshold under 31 U.S.C. § 1352, Contractor shall comply with the Byrd Anti-Lobbying Amendment and 31 C.F.R. Part 21, including submission of any required certification and disclosure forms. Contractor shall ensure that all required lower-tier certifications and disclosures are obtained and flowed down, as applicable.

5. **Clean Air Act and Federal Water Pollution Control Act.** If this Contract exceeds \$150,000, Contractor shall comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq. Contractor shall report any violations to KHAKO, and Contractor acknowledges that KHAKO may be required to report such violations to the appropriate federal awarding agency and the Environmental Protection Agency. Contractor shall include this requirement in each lower-tier subcontract exceeding \$150,000.
6. **Infrastructure, Domestic Preferences, and Build America Requirements.** To the greatest extent practicable and consistent with law, Contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States in performance of this Contract, in accordance with 2 C.F.R. § 200.322. If this Contract involves infrastructure work or infrastructure-related improvements funded in whole or in part with federal financial assistance, Contractor shall also comply with any applicable Buy America or Build America, Buy America requirements, including 2 C.F.R. Part 184 and any agency-specific implementing requirements.
7. **Energy Efficiency and Sustainability Requirements.** Contractor shall comply with all applicable energy efficiency, energy conservation, sustainability, resilience, and green-building requirements expressly included in the applicable federal award, pass-through requirements, project specifications, or Contract Documents or as necessary to meet local building codes. Where replacement, reconstruction, or rehabilitation of systems, equipment, components, or building elements is included in the scope of work, Contractor shall implement applicable energy-efficient and water-efficient measures to the extent required by the funding source, approved scope, and Contract Documents. Contractor will comply with all standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
8. **Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services.** Contractor shall comply with 2 C.F.R. § 200.216 and shall not obligate or expend federal award funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract to procure or obtain any covered telecommunications equipment or services, including covered video surveillance equipment or services, where prohibited by law. Contractor shall flow down this requirement to all lower-tier agreements funded under this Contract.
9. **Procurement of Recovered Materials.** To the extent required by 2 C.F.R. § 200.323 and Section 6002 of the Solid Waste Disposal Act, as amended, Contractor shall comply with applicable procurement requirements for recovered materials and EPA-designated items. Contractor shall use recovered materials requirements in lower-tier agreements when applicable.
10. **Access to Records.** In addition to any access rights otherwise provided in this Contract, and to the extent required by applicable federal law or award conditions, KHAKO, the applicable federal awarding agency or pass-through entity, any Inspector General, the Comptroller General of the United States, and their authorized representatives shall have the right of access to records and, where appropriate, to personnel, sites, and work relevant to this Contract for audit, examination, excerpting, transcription, interview, monitoring, site visit, or other official use, consistent with 2 C.F.R. §§ 200.334 and 200.337.

- 11. FEMA-Specific Supplemental Requirements.** If this Contract is funded, in whole or in part, by FEMA financial assistance, Contractor shall also comply with the following:
- a. Contractor shall comply with all applicable FEMA policies, procedures, and directives governing the funded work.
 - b. Contractor shall not use the U.S. Department of Homeland Security or FEMA seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without prior written approval from the applicable federal agency.
 - c. The federal government is not a party to this Contract and is not subject to any obligations or liabilities to KHAKO, Contractor, or any other party arising out of this Contract.
 - d. Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Contract.
- 12. Conditional Construction and Labor Standards Requirements.** The following provisions apply only if and to the extent required by the applicable funding source, federal program legislation, and the scope of work:
- a. **Equal Employment Opportunity.** If this Contract meets the definition of a “federally assisted construction contract” under 41 C.F.R. Part 60-1.3, Contractor shall comply with and cause its covered Subcontractors to comply with the equal opportunity clause required by 41 C.F.R. § 60-1.4(b).
 - b. **Davis-Bacon Act and Copeland Anti-Kickback Act.** If required by applicable federal program legislation and this Contract involves covered prime construction work, Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., the Copeland Anti-Kickback Act, 40 U.S.C. § 3145, and the applicable U.S. Department of Labor regulations, including 29 C.F.R. Parts 3 and 5. Any required wage determinations and labor standards provisions shall be incorporated into the Contract or applicable task order, amendment, or construction addendum.
 - c. **Contract Work Hours and Safety Standards Act.** If this Contract exceeds \$100,000 and involves the employment of laborers or mechanics, Contractor shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 3701 et seq., and applicable implementing regulations.
- 13. Rights to Inventions.** This Section applies only if this Contract constitutes or includes a “funding agreement” for experimental, developmental, or research work as defined in 37 C.F.R. § 401.2. In that event, Contractor shall comply with 37 C.F.R. Part 401 and any applicable federal agency implementing requirements.
- 14. Flow-Down.** Contractor shall include all applicable provisions of this Exhibit in subcontracts and lower-tier agreements to the extent required by federal law, regulation, the applicable federal award, or the scope of the subcontracted work. Contractor shall remain responsible for ensuring lower-tier compliance with flowed-down federal requirements.
- 15. Order of Precedence.** This Exhibit E supplements the other Contract Documents. In the event of a conflict between this Exhibit E and another Contract Document, the order of precedence set forth in the Contract shall govern. To the extent a federal law, regulation, or mandatory award term requires a different result, such federal requirement shall control to the extent of the conflict.

16. **Survival.** The obligations in this Exhibit that by their nature should survive expiration or termination of the Contract, including record retention, access to records, suspension and debarment representations, applicable lobbying certifications, and flowed-down compliance obligations, shall survive for the period required by applicable law and funding-source requirements.
17. **Civil Rights Act of 1964 (Title VI 42 USC § 2000d).** Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 USC Section 794) (24 CFR Parts 8-9), prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, age, religion, national origin, sex, or disability. All prospective providers are notified that they must affirmatively ensure that in any contract entered into pursuant to this solicitation for qualifications, disadvantaged, women, minority, and veteran- owned business enterprises (M/W/V/DBEs) are afforded full opportunity to participate in response to this solicitation and will not be discriminated against on the grounds of race, color, age, religion, national origin, sex or disability in consideration for an award.
18. **Hatch Act (5 USC 1501-1508).** Contractor shall comply with the Hatch Act, 5 USC 1501-1508, and shall ensure that no funds provided, nor personnel employed under this solicitation package or any associated agreement, are used in a manner that violates Chapter 15 of Title V of the U.S.C.
19. **Suspension and Debarment.** KHAKO does not engage vendors or Contractors who are listed in the System for Award Management (SAM.gov) as suspended, debarred, excluded, or otherwise ineligible for federal contracts, certain subcontracts, or federal financial and nonfinancial assistance and benefits, pursuant to applicable federal suspension and debarment requirements.
 - a. This Contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
 - b. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier-covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by KHAKO. If it is later determined that the Contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to KHAKO, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The Respondent or Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this SOQ or offer is valid and throughout the period of any Contract that may arise from this SOQ or offer. The Respondent or Contractor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.
20. **Employment Eligibility Verification.** Contractor shall comply with all applicable federal, state, local, funding-source, and pass-through entity requirements relating to employment eligibility verification. To the extent participation in the U.S. Department of Homeland Security's E-Verify system is required by applicable law, federal award condition, pass-through requirement, or KHAKO policy, Contractor

shall use E-Verify for covered employees and shall require applicable Subcontractors to comply with the same requirement.

21. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
22. **By execution of this Contract, Contractor certifies that it will comply with the applicable requirements set forth in this Contract and its exhibits, and that neither Contractor nor its principals are connected to any federal, state, or local debarment proceedings except as disclosed in writing to KHAKO.**

Exhibit F: Hawai'i Special Provisions and State General Conditions

This Exhibit establishes State of Hawai'i and local regulatory requirements applicable to the performance of this Contract. These requirements supplement, and do not duplicate, the federal-award requirements set forth in Exhibit E.

1. **Applicability of Hawai'i Law.** This Contract shall be performed in accordance with all applicable laws, regulations, and administrative requirements of the State of Hawai'i and applicable county jurisdictions in which the work is performed.
2. **Professional Licensing Requirements.** Contractor shall maintain all professional licenses required to perform the services under this Contract, including but not limited to licensure issued by the Hawai'i Department of Commerce and Consumer Affairs (DCCA), Professional and Vocational Licensing Division. All services requiring licensure shall be performed or overseen by appropriately licensed individuals, consistent with the requirements of this Contract and the Contractor's SOQ.
3. **Contractor and Business Registration.** Contractor shall maintain good standing with the State of Hawai'i, including:
 - a. Registration with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division;
 - b. Compliance with all applicable State of Hawai'i tax requirements; and
 - c. Compliance with the Hawai'i Department of Labor and Industrial Relations (DLIR), including unemployment insurance and workers' compensation requirements.
4. **Building Codes and Permitting.** To the extent applicable to the scope of work, Contractor shall comply with:
 - a. The Hawai'i State Building Code, as adopted and amended pursuant to Hawai'i law;
 - b. All applicable county building codes, ordinances, and regulations; and
 - c. All permitting, inspection, and approval requirements of the applicable Authority Having Jurisdiction (AHJ).

Contractor shall be responsible for obtaining and maintaining all required permits, approvals, and inspections necessary for the lawful performance of the work, unless otherwise expressly provided in the Contract Documents.
5. **Labor and Employment Requirements (State).** Contractor shall comply with all applicable Hawai'i labor and employment laws, including, but not limited to:
 - a. Workers' compensation requirements under Hawai'i law;
 - b. Wage and hour requirements under State law, to the extent applicable; and
 - c. Employment practices consistent with State nondiscrimination requirements.

6. **Energy Efficiency and Sustainability.** Contractor shall comply with all applicable State of Hawai'i and local requirements related to energy efficiency, sustainability, and resource conservation, including any requirements incorporated into project specifications, funding conditions, or applicable laws.
To the extent the work involves construction, rehabilitation, or infrastructure improvements, Contractor shall implement applicable energy-efficient, water-efficient, and climate-resilient practices in alignment with:
 - a. State and county policies promoting renewable energy and sustainability;
 - b. Applicable project specifications and program guidance; and
 - c. Any energy-related requirements included in the Contract Documents.
7. **Subcontractor Compliance.** Contractor shall ensure that all Subcontractors performing work under this Contract comply with applicable State and local requirements described in this Exhibit.
8. **Relationship to Federal Requirements.** This Exhibit supplements Exhibit E. Federal-award requirements shall be governed by Exhibit E and shall not be interpreted as modified by this Exhibit except where expressly required by State or local law.
9. **Survival.** The obligations in this Exhibit that by their nature should survive expiration or termination of this Contract shall survive for the period required by applicable law.
10. **Administrative Remedies and State General Condition.** To the extent applicable, the State of Hawai'i General Conditions (AG-008) are incorporated into this Contract and shall govern administrative, contractual, and legal remedies for breach, default, and related matters. The provisions of AG-008, together with the remedies, termination, and breach provisions set forth elsewhere in this Contract, are intended to satisfy applicable federal and state requirements, including those set forth in 2 C.F.R. Part 200, Appendix II(A), as applicable. In the event of any conflict between AG-008 and the express terms of this Contract, the order of precedence set forth in the Contract shall govern.
11. **Termination Requirements (State of Hawai'i).** To the extent applicable, the termination provisions set forth in the State of Hawai'i General Conditions (AG-008) are incorporated into this Contract. The termination provisions contained in Exhibit A, including termination for cause and termination for convenience, together with any applicable provisions of AG-008, are intended to satisfy applicable State of Hawai'i and federal requirements, including those set forth in 2 C.F.R. Part 200, Appendix II, as applicable. In the event of any conflict between the termination provisions of AG-008 and this Contract, the order of precedence set forth in the Contract shall govern.
12. **Special Provisions.** Applicable special provisions and required provisions for FEMA funding are memorialized through this Exhibit and the model contract, including provisions required by HIEMA's procurement guidance. The Special Provisions may be found on the HIEMA website (https://spo.hawaii.gov/wp-content/uploads/2026/03/FEMA-Special-Provisions-2026-02-19_edited.pdf). A copy is also included as an attachment to the RFQ in the designated Dropbox and will be included as an attachment to this Exhibit in the finalized model contract.

Exhibit G: Conflict of Interest and Ethics Disclosure Form

INSTRUCTIONS

The Contractor and each named Subcontractor included in the SOQ must complete and sign this form. Attach additional sheets if necessary.

Entity Legal Name	
Type of Entity	☐ Contractor ☐ Subcontractor ☐ Key Personnel (if required)
Named Authorized Official	
Title (Role on Project if Key Personnel)	

CONFLICT OF INTEREST DISCLOSURE

- A.** Does the Entity, its principals, officers, employees, or immediate family members have any financial, organizational, or other interest, direct or indirect, in Ka Hale A Ke Ola Homeless Resource Centers, Inc. (KHAKO) or any of its employees, officers, or board members that could create an actual, potential, or perceived conflict of interest with respect to this solicitation or the performance of services under the resulting Contract?

☐ Yes ☐ No

If yes, please describe: _____

- B.** Has the Entity, or any of its principals or key personnel, been employed by or had a contractual relationship with KHAKO within the past two (2) years?

☐ Yes ☐ No

If yes, please describe: _____

- C.** Does the Entity have any other relationships, commitments, or activities that could impair, or be perceived to impair, its objectivity or ability to perform services under the resulting Contract?

☐ Yes ☐ No

If yes, please describe: _____

ETHICS CERTIFICATION

The undersigned certifies that the information provided in this disclosure is true, complete, and accurate to the best of their knowledge. The Entity understands the ethical standards required by Hawai'i law, federal regulations (including 2 CFR 200), and KHAKO's procurement policies. The undersigned agrees to:

- Having an obligation to disclose any actual, potential, or perceived conflict of interest to KHAKO in connection with this solicitation and, if selected, throughout the term of the Contract.
- Abstain from any activity or decision that could create a conflict of interest or the appearance of impropriety.
- It will promptly notify KHAKO in writing upon identification of any such conflict.
- Adhere to all applicable laws, regulations, and codes of conduct governing public procurement and ethical behavior.

Signature of Authorized Representative

Date

Name:

Title/Role on Project:

Contact Information:

Exhibit H: Compensation and Fee Schedule

Exhibit intentionally left blank.

Exhibit H: Compensation and Fee Schedule will be finalized and incorporated into the contract upon agreement of timelines, deliverables, and total compensation.

Exhibit I: CERTIFICATION REGARDING LOBBYING

This certification shall be submitted with any SOQ, offer, contract, grant, loan, cooperative agreement, or subaward at all tiers, as applicable, when required by 31 U.S.C. § 1352 and 31 C.F.R. Part 21.

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 any 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.
4. 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 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to the civil penalties provided by law.

Signature of Contractor's Authorized Official

Date

Name:

Title:

Contact:

Attachment IV: Past Performance

Attachment IV: Past Performance

Provide a minimum of three (3) and up to five (5) references for similar services performed. Where possible, include references from public agencies and for public facility projects.

Reference 1	
Client Name:	
Address:	
Contact Information: (point of contact, email, and telephone number)	
Program:	
Description of Services Rendered (including relevance of past work to solicitation, funding sources used, duration, contract value, etc.):	

Reference 2	
Client Name:	
Address:	
Contact Information:	
Program:	
Description of Services Rendered (including relevance of past work to solicitation, funding sources used, duration, contract value, etc.):	

Reference 3	
Client Name:	
Address:	
Contact Information (point of contact, email, and telephone number):	
Program:	
Description of Services Rendered (include relevance of past work to solicitation, funding sources used, duration, contract value, etc.):	

Reference 4 (Optional)	
Client Name:	
Address:	
Contact Information (point of contact, email, and telephone number):	
Program:	
Description of Services Rendered (include funding sources used, duration, contract value, etc.):	

Reference 5 (Optional)	
Client Name:	
Address:	
Contact Information (point of contact, email, and telephone number):	
Program:	
Description of Services Rendered (including relevance of past work to solicitation, funding sources used, duration, contract value, etc.):	



Attachment V: Redacted Copy of Submission

Attachment V: Redacted Copy of Submission

If a Respondent believes that any portion of its SOQ contains confidential or proprietary information, it must clearly mark those portions as 'Confidential' and provide a written explanation of the basis for confidentiality. Respondents must also submit a redacted version of the SOQ they deem suitable for public release.

Please include a copy of the Respondent's entire SOQ, with all relevant redactions applied and justifications included.

Summary of Redactions and Justification

Please provide a summary of redactions and justifications using the table below. Respondents may add additional rows and attach additional sheets if needed.

Section and Page Numbers	Summary of Redactions	Justification

Acknowledgement

Respondent acknowledges that KHAKO reserves the right to determine whether information marked as confidential meets the requirements of Hawai'i law and may disclose information as required by law or funding and/or oversight agency policy.

Signature of Authorized Representative

Date

Name:

Title: