County of Maui
Notice to Providers of Professional Services
2027-PROF-6

For the period beginning December 1, 2026 and ending October 1, 2027 the County of Maui anticipates the need for professional services.

In accordance with section 103D-304, Hawaii Revised Statutes, the County of Maui, Department of Public Works, Engineering Division, provides public notice inviting persons engaged in the professional services listed below to submit current statements of qualifications and expressions of interest for December 1, 2026 through October 1, 2027.

West Maui

A Project Title Rebuild of Various West Maui Roadway and Drainage Facilities

Professional Service Occupation and Class
Engineering Project Management Services. Professionals must be qualified as engineering project management personnel acting in the interest of the County of Maui.

Description
The County of Maui, through its Department of Public Works, Engineering Division, seeks to retain a qualified professional team to provide engineering project management services for the project. The budgeted consultant fees for projects are categorized as follows:

Category A - less than $25,000;
Category B - $25,000 to $50,000;
Category C - $50,000 to $150,000;
Category D - $150,000 to $300,000; and
Category E - over $300,000.

Engineering Project Management Services,
Category E - over $300,000.

The selected consultant will provide a full range of services, including but not limited to:

1. **Program and Project Management** Serve as the primary point of contact between the County of Maui Department of Public Works and consultants, assessment teams, design professionals, contractors, regulatory agencies, and other project stakeholders, as directed by the County.

2. **Contract Administration Support** Provide program management oversight for current and future County contracts, including support with contract administration, scope coordination, schedule monitoring, budget tracking, invoice review, and compliance with contract requirements.

3. **Project Delivery Support** Provide project management assistance for the planning, environmental review, design, procurement, bidding, construction, and closeout phases of recovery and infrastructure projects.

4. **Recovery Coordination** Support strategic planning and coordination of wildfire recovery efforts across County departments, partner agencies, consultants, and funding entities to promote timely and effective project implementation.

5. **Gap Analysis and Implementation Strategy** Identify programmatic, technical, scheduling, procurement, and resource gaps; evaluate constraints affecting project delivery; and recommend practical strategies to advance projects and improve program performance.

6. **Procurement and Resource Planning** Assist the Department of Public Works in identifying procurement approaches, staffing needs, consultant support requirements, and resource management strategies necessary to deliver recovery-related projects.

7. **Damage Assessment Coordination** Support the planning, coordination, review, and integration of wildfire damage assessments and related technical evaluations needed to inform recovery projects and funding requests.

8. **Planning Environmental Design and Construction Support** Provide technical support for planning, environmental compliance, engineering, design management, construction administration, and other related professional services, as needed and as directed by the County.

9. **Reporting and Progress Updates** Prepare and provide regular written and verbal updates regarding planning, environmental, design, permitting, procurement, and construction activities, including weekly, monthly, or other periodic reports, as requested by the County.

10. **Executive and Leadership Briefings** Prepare presentations, memoranda, summaries, and verbal briefings for County leadership regarding program status, accomplishments, challenges, risks, and resource needs.

11. **Meetings and Stakeholder Coordination** Attend, facilitate, and support project coordination meetings, interagency meetings, community meetings, and other meetings with boards, agencies, stakeholders, and the public, as directed by the County.

12. **Agency Documentation and Compliance Support** Prepare, compile, and coordinate reports, supporting documentation, correspondence, and other materials required by federal, state, and local agencies in connection with recovery projects, funding, permitting, and compliance obligations.

13. **Permitting Support** Identify, monitor, and support the acquisition of permits, approvals, clearances, and other regulatory requirements necessary for project implementation.

14. **Scheduling and Cost Estimating** Prepare, review, or coordinate project schedules, milestone tracking tools, rough order of magnitude cost estimates, and other planning-level cost and schedule documentation to support program and project decision-making.

15. **Plan Review and Technical Review** Perform reviews of plans, specifications, reports, and other technical documents at various stages of project development, including preliminary, intermediate, pre-final, and final stages, as needed.

16. **Additional Technical Services** Provide other related program management, project management, engineering support, design support, training, and technical advisory services reasonably necessary to advance the County's wildfire recovery and infrastructure objectives, as directed by the County.

Required Period of Performance

Any resulting contract will begin upon the County's written notice to proceed. All services, deliverables, corrective work, and final invoicing must be completed no later than November 1, 2027, unless the United States Department of Agriculture approves an extension in writing and the

County issues a written contract amendment. The selected consultant must plan and staff the work to meet this deadline.

Questions and Submission

General questions related to this solicitation shall be directed to Kyle Ginoza, Engineering Division, Department of Public Works, at kyle.k.ginoza@co.maui.hi.us

Interested parties or firms shall be registered with Public Purchase and shall transmit their letter of interest and resume electronically through www.publicpurchase.com by the following deadline:

4:00 p.m. Hawaii Standard Time, November 24, 2026

Documents shall be submitted through the Public Purchase System. Submittals delivered by another method or received after the deadline will not be considered.

Through registration, solicitation documents may be obtained through Public Purchase, the County's e-procurement system, at https://www.publicpurchase.com/gems/mauico%2Chi/buyer/public/home

Procurement questions may be directed to Jared Masuda, Purchasing Division, Department of Finance, at jared.masuda@co.maui.hi.us

Letter of Interest in PDF format shall include:

1. Project title – 2027-PROF-6- Rebuild of Various West Maui Roadway and Drainage Facilities.
2. A statement specifying interest in providing engineering project management services.
3. The signature of an authorized representative.

Resumes in PDF format should include:

1. Reference this Notice by stating the project title on the cover page of each resume.
2. State the name of the firm or person, the principal place of business, and the location of all offices.
3. State the age of the firm and its average number of employees during the past five years.
4. Provide a description or narrative of the firm and the experience and professional qualifications, including education, training, licenses, and credentials, of the principals and staff members who will be involved, together with supporting information relevant to the proposed project.
5. List projects of similar scope completed for public agencies and describe past performance, including corrective actions and responses to notices of deficiencies, if any.
6. Describe the firm's capacity to complete the work within the required period of performance.

Selection and Negotiation

This is a qualifications-based procurement of architectural and engineering professional services under HRS section 103D-304 and 2 CFR 200.320(b)(2)(iv). Price will not be used as an initial selection factor. The County will rank qualified firms and negotiate fair and reasonable compensation with the highest-ranked firm. If the County cannot reach a satisfactory agreement, it may terminate negotiations and proceed to the next-ranked firm in accordance with HRS section 103D-304.

The selection committee will evaluate the following factors in descending order of importance:

1. Experience and professional qualifications relevant to the project type.
2. Past performance on projects of similar scope for public agencies or private industry, including corrective actions and other responses to notices of deficiencies.
3. Capacity to accomplish the work within the required time.

State and County Compliance

In accordance with section 3-122-112, Hawaii Administrative Rules, as amended, the successful vendor must provide the following documents:

a. Hawaii State Tax Clearance
b. DLIR Certificate of Compliance
c. Certificate of Good Standing from DCCA

The awarded vendor is encouraged to use the Hawaii Compliance Express website at http://vendors.ehawaii.gov to obtain the required certificates

The furnishing of consultant services shall comply with the County of Maui's General Terms and Conditions for Professional Services Contracts, available at https://www.mauicounty.gov/509/Purchasing-Division

Offerors must comply with HRS chapter 103D, the applicable Hawaii Administrative Rules, County procurement requirements, policy directives, and all amendments in effect for this procurement. Any actual or prospective proposer, bidder, respondent, offeror, or contractor who is aggrieved in connection with this solicitation or the award of a contract may submit a written protest to the Chief Procurement Officer or a duly authorized designee, as specified herein, in accordance with Chapter 103D, Hawaii Revised Statutes. Protests shall be filed within five (5) working days after the protestor knows or should have known of the facts giving rise to the protest; provided that protests based on the content of the solicitation must be submitted prior to the deadline for receipt of offers, and protests of an award or proposed award must be submitted within five (5) working days after the posting of the award, if applicable. The Chief Procurement Officer or designee may seek to resolve the protest by mutual agreement and shall otherwise issue a written decision as expeditiously as possible, stating the reasons for the determination and informing the protestor of any further administrative rights. In the event of a timely protest, no further action shall be taken on the solicitation or award unless a written determination is made that proceeding without delay is necessary to protect substantial governmental interests. Decisions issued pursuant to these procedures shall be final and conclusive unless timely appealed through the administrative processes provided by law.

Federal Funding Requirements

This procurement is expected to be funded in whole or in part under a United States Department of Agriculture Cooperative Agreement. The County will conduct the procurement in accordance with 2 CFR 200.317 through 200.327, as applicable to a local government recipient or subrecipient. Attachment A is incorporated into this solicitation and will be incorporated into any resulting contract. By submitting qualifications, an offeror acknowledges the applicable federal requirements and agrees to provide certifications and disclosures required before award. Before award, the County will verify that the selected consultant is registered in the System for Award Management at SAM.gov, has an active Unique Entity Identifier if required by the federal award, and is not suspended, debarred, or otherwise excluded from federally funded transactions. Attachment A follows and forms part of this Notice.

Marcy Martin
Director of Finance
County of Maui

Attachment A
Federal Procurement Standards and Contract Provisions

The provisions below apply to this solicitation and any resulting contract to the extent required by the United States Department of Agriculture Cooperative Agreement, 2 CFR part 200, other federal law, and the terms of the federal award. A provision identified as conditional applies only when its stated threshold or subject matter is met. The consultant shall comply with each applicable provision and shall include it in subcontracts when flow-down is required.

1 Federal Funding and Order of Precedence

The consultant acknowledges that the contract may be paid with federal financial assistance and agrees to comply with all applicable federal statutes, regulations, executive orders, and USDA award terms. If a contract requirement conflicts with an applicable federal requirement, the consultant shall notify the County in writing before proceeding. The County will provide written direction consistent with applicable law and the federal award.

2 Full and Open Competition and Procurement Integrity

The County will conduct this procurement to provide full and open competition. No contractor that developed or drafted the specifications, requirements, statement of work, or solicitation may compete for the resulting contract. Each offeror shall disclose any actual, apparent, or potential organizational or personal conflict of interest. The County may disqualify an offeror when necessary to protect the integrity of the procurement. Authority: 2 CFR 200.318(c) and 200.319.

3 Responsible Contractor

Award may be made only to a responsible consultant with the ability to perform successfully. The County may consider integrity, compliance with public policy, proper classification of employees, past performance, and financial and technical resources. Authority: 2 CFR 200.318(h).

4 Small Businesses and Other Identified Business Enterprises

Consistent with 2 CFR 200.321, the County will take applicable steps to consider small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms. The selected consultant shall take the same affirmative steps when procuring federally funded subcontracts, supplies, or services, including soliciting eligible sources and avoiding unnecessary bundling that restricts participation.

5 Contract Cost and Price

The County will establish fair and reasonable compensation through negotiation and will perform the cost or price analysis required by 2 CFR 200.324. The consultant shall provide supporting cost or pricing information reasonably requested by the County. Cost-plus-a-percentage-of-cost and percentage-of-construction-cost methods of contracting are prohibited.

6 Period of Performance

The contract period will begin upon the County's written notice to proceed and will end November 1, 2027. The consultant shall complete all services, deliverables, corrective work, and final invoicing by that date. An extension is effective only if USDA approves it when required and the County executes a written amendment. Continued work after the period of performance is at the consultant's risk unless authorized in writing.

7 Access to Records and Personnel

The consultant and its subcontractors shall give the County, USDA, the USDA Office of Inspector General, the Comptroller General of the United States, and their authorized representatives timely and reasonable access to records and personnel pertinent to the contract for audits, examinations, excerpts, transcripts, interviews, site visits, and other official purposes. This right of access continues for as long as the records are retained. Authority: 2 CFR 200.337.

8 Record Retention

The consultant and its subcontractors shall retain financial records, supporting documents, statistical records, and other records pertinent to the contract for at least three years after final payment or for any longer period required by 2 CFR 200.334, the USDA Cooperative Agreement, applicable law, or written County direction. If litigation, a claim, or an audit begins before the retention period expires, the records shall be retained until the matter is resolved and final action is taken.

9 Remedies for Breach

If the contract amount exceeds the applicable simplified acquisition threshold, currently $350,000 unless a different threshold applies by law, the resulting contract will state the County's administrative, contractual, and legal remedies for the consultant's violation or breach, including corrective action, withholding of payment, recovery of damages or disallowed costs, suspension of work, and other sanctions or penalties allowed by law. The County's exercise of one remedy does not waive another available remedy. Authority: Appendix II(A) to 2 CFR part 200.

10 Termination for Cause and Convenience

For any resulting contract exceeding $10,000, the County may terminate the contract, in whole or in part, for cause if the consultant fails to perform or comply with a material contract term after any notice and opportunity to cure required by the contract. The County may also terminate for convenience by written notice. The notice will state the effective date and extent of termination. The consultant shall stop affected work, protect work and records, cancel avoidable commitments, and submit a final settlement proposal as directed. Payment will be limited to accepted work performed and allowable, documented termination costs through the effective date, less prior payments, offsets, disallowed costs, and damages. Authority: Appendix II(B) to 2 CFR part 200.

11 Equal Employment Opportunity

If the resulting contract or a subcontract meets the definition of a federally assisted construction contract in 41 CFR 60-1.3 and is not otherwise exempt, the equal opportunity clause at 41 CFR 60-1.4(b) is incorporated by reference as though fully set forth. The consultant shall comply with 41 CFR part 60 and shall include the required clause in every covered subcontract or purchase order. This provision does not convert professional services into construction work. Authority: Appendix II(C) to 2 CFR part 200.

12 Davis Bacon and Copeland Anti Kickback Requirements

This clause applies only when federal program legislation requires Davis-Bacon coverage and the consultant or a subcontractor performs covered construction work. Each covered prime construction contract exceeding $2,000 shall comply with 40 U.S.C. 3141 through 3148 and 29 CFR part 5, including the applicable wage determination, weekly payment of wages, required payroll records, and reporting of suspected violations. Covered contracts shall also comply with the Copeland Anti-Kickback Act, 40 U.S.C. 3145, and 29 CFR part 3. Authority: Appendix II(D) to 2 CFR part 200.

13 Contract Work Hours and Safety Standards

This clause applies only to a contract exceeding $100,000 that involves the employment of mechanics or laborers. The consultant and each covered subcontractor shall comply with 40 U.S.C. 3702 and 3704 and 29 CFR part 5. Wages shall be computed on a 40-hour workweek, and hours over 40 shall be compensated at not less than one and one-half times the basic rate of pay. For covered construction work, no laborer or mechanic shall be required to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous. Authority: Appendix II(E) to 2 CFR part 200.

14 Rights to Inventions

If the federal award is a funding agreement under 37 CFR 401.2(a) and the contract with a small business or nonprofit organization concerns experimental, developmental, or research work, the consultant shall comply with 37 CFR part 401 and USDA implementing requirements concerning rights to inventions. Authority: Appendix II(F) to 2 CFR part 200.

15 Clean Air and Water

For a contract or subcontract exceeding $150,000, the consultant shall comply with all applicable standards, orders, and regulations issued under the Clean Air Act, 42 U.S.C. 7401 through 7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251 through 1387, as amended. The consultant shall report each suspected or actual violation to the County. The County will report violations to USDA and the appropriate EPA Regional Office. Authority: Appendix II(G) to 2 CFR part 200.

16 Debarment Suspension and SAM Registration

The consultant shall be registered in SAM.gov before award when required by the federal award and shall not be suspended, debarred, proposed for debarment, declared ineligible, or otherwise excluded from federally funded transactions. By submitting qualifications and accepting award, the consultant certifies its eligibility and shall notify the County immediately if its status changes. The consultant shall verify the eligibility of subcontractors and shall not enter into a covered transaction with an excluded party. Authority: Executive Orders 12549 and 12689, 2 CFR part 180, and Appendix II(H) to 2 CFR part 200.

17 Byrd Anti Lobbying Amendment

Because the anticipated contract exceeds $100,000, the selected consultant shall submit the certification required by 31 U.S.C. 1352 before award. The consultant certifies that it has not used and will not use federally appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal award. The consultant shall disclose lobbying with non-federal funds on Standard Form LLL when required and shall include this requirement in covered subcontracts, with disclosures forwarded through each tier. Authority: Appendix II(I) to 2 CFR part 200.

18 Recovered Materials and Sustainable Procurement

When procuring items designated in EPA guidelines at 40 CFR part 247, the consultant and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including purchasing items containing the highest practicable percentage of recovered materials when the applicable $10,000 threshold is met and competition remains satisfactory. To the greatest extent practicable and consistent with law, the consultant should acquire reusable, refurbished, recycled-content, biobased, energy-efficient,

water-efficient, and sustainable products and services. Authority: 2 CFR 200.323 and Appendix II(J).

19 Prohibited Telecommunications and Video Surveillance Equipment or Services

Federal funds shall not be used to procure, obtain, extend, renew, or enter into a contract to procure or obtain covered telecommunications equipment or services prohibited by 2 CFR 200.216, including covered equipment or services produced or provided by the entities identified in that section and systems in which covered equipment or services are a substantial or essential component or critical technology. The consultant shall include this prohibition in applicable subcontracts and purchase orders. Authority: 2 CFR 200.216 and Appendix II(K).

20 Domestic Preferences

To the greatest extent practicable and consistent with law, the consultant shall provide a preference for goods, products, and materials produced in the United States when making purchases under the contract. The consultant shall include this requirement in applicable subcontracts and purchase orders. Any applicable Buy America preference for federally assisted infrastructure under 2 CFR part 184 and the terms of the USDA award also applies. Authority: 2 CFR 200.322 and Appendix II(L).

21 Flow Down and Subcontractor Compliance

The consultant is responsible for determining which federal provisions apply to each subcontract and for including every applicable provision in that subcontract. The consultant shall require subcontractors to flow applicable provisions to lower tiers, maintain supporting compliance records, and provide required certifications and disclosures. The consultant remains responsible to the County for subcontractor compliance.

22 Federal Award Terms and Later Amendments

The resulting contract will incorporate any additional USDA terms, conditions, certifications, or program-specific requirements identified in the Cooperative Agreement or required by USDA before award. A change affecting scope, compensation, schedule, or legal obligations must be made through a written contract amendment executed by authorized representatives.