

ALAN M. ARAKAWA
Mayor



DON MEDEIROS
Director

JOHN L. BUCK III
Deputy Director

(808) 270-7511

DEPARTMENT OF TRANSPORTATION

COUNTY OF MAUI
2145 Kaohu Street, Suite 102
Wailuku, Hawaii, USA 96793

April 20, 2018

Mr. Sandy Baz
Budget Director, County of Maui
200 S. High Street
Wailuku, Hawaii 96793

Honorable Alan M. Arakawa
Mayor, County of Maui
200 S. High Street
Wailuku, Hawaii 96793

APPROVED FOR TRANSMITTAL

Alan Arakawa 4/20/18
Mayor Date

OFFICE OF THE
COUNTY COUNCIL

2018 APR 21 PM 12: 52

RECEIVED

For Transmittal to:

Honorable G. Riki Hokama
Chair, Budget and Finance Committee
200 S. High Street
Wailuku, Hawaii 96793

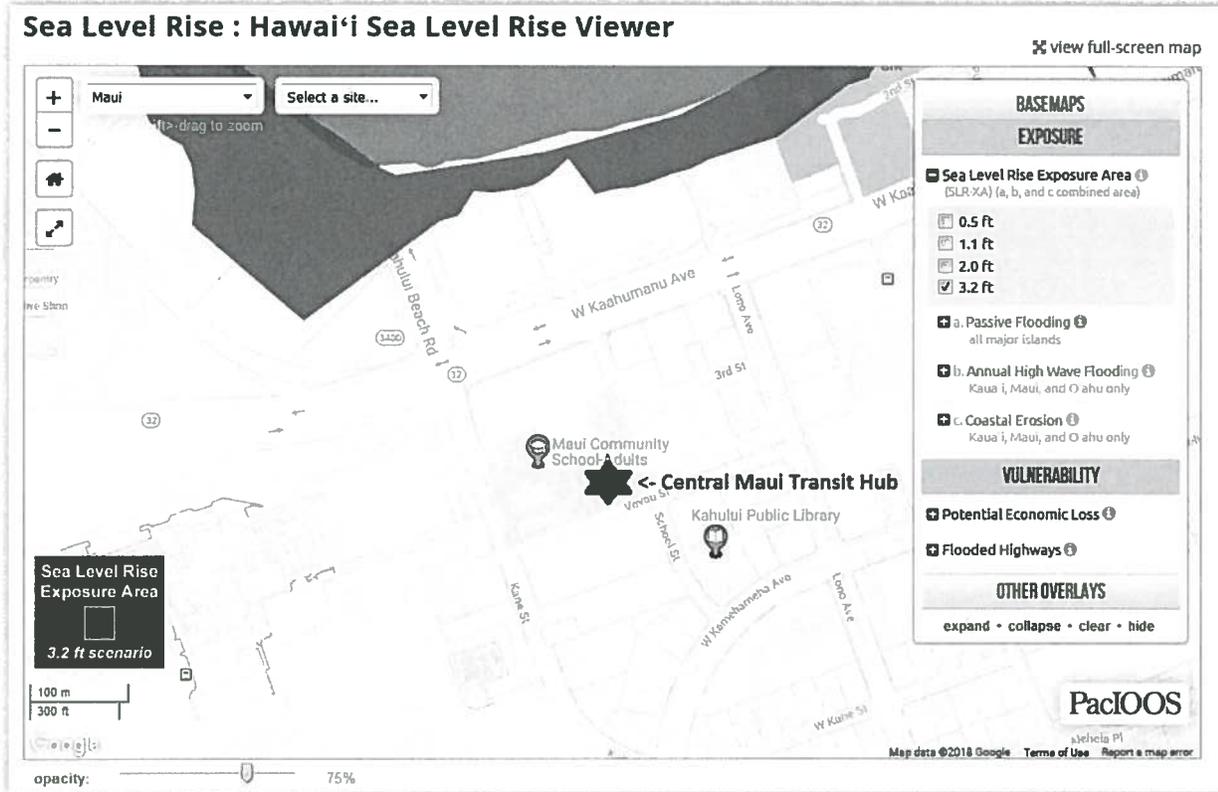
Dear Chair Hokama:

**SUBJECT: REQUESTS/QUESTIONS FROM THE APRIL 18, 2018 MEETING
(TD-2) (BF-1)**

The Department of Transportation (DOT) hereby transmits the following responses to your Committee's requests of April 18, 2018

Request 1: Indicate whether the proposed parcel for the Central Maui Transit Hub is in the sea level rise inundation zone. (KK)

Response: It is confirmed that the Central Maui Transit Hub is not in the sea level rise inundation zone. See inundation zone map below.



Request 2: On page 18-5, provide a copy of the contract encumbered under professional services (index 917706B/6132) for \$49,800. Explain the rationale for having a consultant in Washington D.C. (RH)

Response: Please find the copy of the contract in attachment "A". MDOT requested proposals from qualified and experienced professionals to provide representation services in Washington D.C. to serve as a liaison between the County of Maui and the United States Congress and Administration to focus upon obtaining federal funding for transportation, infrastructure, and guidance with FTA reporting requirements including National Transportation Database (NTD) reporting and Metropolitan Planning Organizations.

Request 3: On page 18-9, provide a breakdown of the increase for the MEO Transportation services (index 917745B) relating to Human Services transportation program. Indicate the total cost to provide holiday service, if minimal service is already provided. (MW)

Response: MEO currently operates Ala Hou from 9am to 5pm on holidays. MEO has received numerous requests to expand the hours of operation on holidays to allow all disabled riders living outside the Paratransit service area more mobility options. MEO has proposed expanding holiday hours to match the current Ala Hou Monday to Saturday hours from 6am to 10pm. This is also in alignment with Paratransit. The total cost to extend the Ala Hou hours of service is \$12,723.00 per year.

The remaining increase of \$177,779.00 will be used to cover salary increases. MEO is working with the Union on their new contract with a proposed 3% increase for Human Services driver salaries. MEO is negotiating with the Teamsters to determine how the 3% (if approved) will be divided up among the members of the bargaining units.

MEO's current salary range for Human Services Drivers is \$14.00 to \$20.00 per hour based on years of CDL driving experience. MEO has proposed to the Union to move the entry level CDL driver from \$14.00 an hour to \$16.00 an hour and use the remaining balance to provide 1% to 2% increases for human services drivers making \$17.00 and above. Many entry level jobs are now paying an average of \$13.00 to start. MEO is unable to attract CDL trainees if they will only be making \$14.00 an hour after obtaining their license. If funding is approved and the Union agrees, effective July 1, 2018, the Human Services Driver salary range will be from \$16.00 to \$20.00 per hour based on CDL driving experience.

Request 4: As it relates to the MPO, provide the amount required for matching funds from the County for the MPO. Include the amount of the Federal grant, State matching funds, and County matching funds. Further, provide an itemized budget for the MPO. (MW)

Response: Please find the Maui MPO's response in attachment "B".

Request 5: On page 18-17, provide the amount of additional revenue anticipated, by route, from the increase in expanded evening hours for public transit routes and the expanded Waihee Villager route. (RH)

Response: We are unable to project the amount of additional revenue anticipated for the expanded evening hours and the expanded Waihee Villager route.

In the case of the expanded Waihee Villager route we followed "best practices" by utilizing surveys, community outreach and mailers to solicit community input. In the end, the consultant utilizing this data from the community recommend limited service.

With regards to the expanded evening hours, this request is to respond to the constant requests from the public for parity with other routes. Currently the last departure from Kahului to Kihei and to West Maui leaves at 7:30PM. All other city circulator and rural routes depart at 8:30PM and 9:00PM, thereby promoting economic vitality, the ability to attend events and to work longer.

Request 6: As it relates to paratransit services (index 917762B) on page 18-18 of the Budget Details:

a. Provide a breakdown of the increase for paratransit services. Indicate the salary increases based on the union contract.

Response: The billable rate for Paratransit will be increasing from the current \$55.62 per hour to \$76.00 per hour. The increase is primarily due to the

increase in prevailing wages required in the RFP. Since the Paratransit contract pays by the revenue service hour, MDOT anticipates that the annual service hours will go from 39,600 up to 46,500 by the end of FY19 based on current ridership utilization trends.

MEO currently pays Paratransit drivers \$18.30 per hour, July 1st, the contract requires a rate of \$20.41 per hour. Dispatchers are currently paid an average of \$14.00 to \$18.00 per hour based on years of service, July 1st, the contract requires a rate of \$20.41 per hour. Currently, Mechanic I are paid \$22.89, Mechanics II \$24.25 and Mechanic helper \$18.30, July 1st, they will be increasing to \$25.53, \$27.04, \$20.41 respectively. The total salary cost increased by \$650,664 or 49.07% over the current contract.

The Union has not negotiated wages for Paratransit drivers as their rate is established by the County contract. The Union does negotiate benefits for Paratransit drivers.

The fridge rates increased by \$242,500 or 68.35% due to the prevailing wage increase requirements and the addition to union negotiated vacation benefits for Paratransit drivers.

Other projected increases are as follows:

- 12.5% (\$25,000) increase in fuel
- 39.13% (\$27,000) increase in vehicle maintenance and repairs due to the age and miles of the Paratransit fleet.
- 12.8% (\$7,500) increase in insurances
- 57.37% (\$4,217) increase in supplies and postage
- 4.49% (\$485) increase in utilizes and telecommunication
- 71.28% (\$3,350) increase in maintenance and repairs (building and property)

The projections provided above by MEO are based on historical data and also includes a projected increase in the amount of service hours needed to fulfill the contract. This is due to service area expansion based on the RFP and the increase in riders.

- b. Provide the actual cost for each passenger trip.

Response: \$26.29 per passenger trip (FY18 up to ending of 3rd quarter).

- c. Does the paratransit schedule have to be in-line with the public transit schedule? Explain.

Response: Public transit agencies that run fixed route services must also provide ADA complementary Paratransit service for those who are unable to use accessible fixed route services. The geographic area of service for ADA complementary Paratransit service is within ¾ mile on either side of the fixed route. This is considered to be the maximum distance a rider would travel to reach a bus stop. The hours and days of service for ADA Paratransit service

must be provided on the same days and during the same hours as the fixed route service.

- d. Has your Department explored other options in providing paratransit services? Explain.

Response: No, we haven't due to federal accessibility requirements.

- e. How does your Department propose to supplement the increase costs related to the paratransit contract? Explain. (MW)

Response: Through discussions with the administration, it was determined that the Highway Fund Revenue would be able to absorb the increase.

Request 7: On page 18-18, explain the increase of \$318,090 for the Maui Bus Commuter Service (index 917764B). Indicate whether the increase will provide for additional service, increased routes, and salary costs.

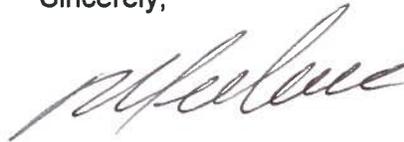
Response: The increase for the Commuter service is based on the continuation of the current services offered. However, the increases could be attributed to Chapter 103, Section 55, HRS, that services performed by employees paid at wages and salaries not less than the wages paid to public officers and employees of similar work. There are more requirements in the contract due to the additional federal reporting requirements and oversight as explained in the recent audit.

Request 8: On page 18-25, provide an itemized breakdown of the \$2.2 million for the Urbanized Area Formula Program. (RH)

Response: Please see the spreadsheet with the 5307 Urbanized Area Formula Program breakdown in attachment "C".

Should you have any questions, please let us know.

Sincerely,



Don Medeiros
Director of Transportation

Cc: Mayor Alan M. Arakawa
Budget Director

Attachment

ALAN M. ARAKAWA
Mayor



DON MEDEIROS
Director
MARC I. TAKAMORI
Deputy Director
(808) 270-7511

DEPARTMENT OF TRANSPORTATION

COUNTY OF MAUI
2145 Kaohu Street, Suite 102
Wailuku, Hawaii, USA 96793

July 14, 2017

Williams & Jensen, PLLC
701 8th Street, NW Suite 500
Washington, D.C. 20001

RE: CONTRACT FOR PROFESSIONAL SERVICES: PROFESSIONAL
REPRESENTATION SERVICES IN WASHINGTON D.C. FOR THE
DEPARTMENT OF TRANSPORTATION
RFP NO.: 16-17/P-67
CONTRACT NO. C6254

Dear Mr. Dwyer:

This letter constitutes your official Notice to Proceed. The effective date of the Notice to Proceed is July 17, 2017.

If you have any questions, please call Diane Yogi at (808) 463-3819.

Sincerely,

A handwritten signature in cursive script, appearing to read "Don Medeiros".

Don Medeiros
Director

DAM:dcy

xc: Purchasing

ATTACHMENT A

✓

CONTRACT CERTIFICATION

I, **DANILO F. AGSALOG**, Director of Finance of the County of Maui, State of Hawaii, do certify that there is available appropriation or balance of an appropriation over and above all outstanding contracts, sufficient to cover the amount required by the foregoing contract, i.e.

<u>Appropriation Index</u>	<u>Title</u>	<u>Amount Required</u>
<u>917706B</u>	<u>TRANSPORATION DEPT-ADMINISTRN (6132)</u>	<u>\$49,800.00</u>

CONTRACT NO. C 6254 WILLIAMS & JENSEN PLLC

Date: 7 day of JULY 2017
Time of Performance: NTP Through June 30, 2018



DANILO F. AGSALOG
Director of Finance

Professional Representation Services
in Washington, D C. for the Department
of Transportation for DOT
RFP #16-17/P-67
ORDINANCE NO.4456 (FY2018)

FY 2018

Jh
Su 7/8

Jh
7/12/17

ALAN M. ARAKAWA
Mayor



DANILO F. AGSALOG
Director of Finance

MARK R. WALKER
Deputy Director of Finance

COUNTY OF MAUI
DEPARTMENT OF FINANCE
200 S. HIGH STREET
WAILUKU, MAUI, HAWAII 96793

July 13, 2017

Williams & Jensen, PLLC
701 8th Street, NW Suite 500
Washington D.C. 20001

RE: CONTRACT FOR PROFESSIONAL SERVICES: PROFESSIONAL
REPRESENTATION SERVICES IN WASHINGTON D.C. FOR THE
DEPARTMENT OF TRANSPORTATION
RFP NO.: 16-17/P-67
CONTRACT NO. C6254

Dear Williams & Jensen, PLLC:

Enclosed is a copy of the fully executed contract for your file. You will be receiving your official notice to proceed on the project from the Director of the Department of Transportation or his designated representative.

Sincerely,

Christy K. Kauluku

For
Danilo F. Agsalog
Director of Finance

DFA:ckk
Enclosure

xc: Department of Transportation

CONTRACT NO. C6254

CONTRACT FOR PROFESSIONAL SERVICES

Department: Transportation
Project Title: Professional Representation Services in Washington, D.C. for the Department of Transportation
RFP No.: 16-17/P-67
Certification Requested from County: \$49,800.00

This CONTRACT is made and entered into by and between the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose business address is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter referred to as the "County", and WILLIAMS & JENSEN, PLLC, a District of Columbia professional limited liability company, whose mailing address is 701 8th Street, NW Suite 500, Washington D.C. 20001, hereinafter referred to as the "Contractor." County and Contractor shall hereinafter be referred to collectively as the "Parties".

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

RECITALS:

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

WHEREAS, this Contract is for professional services as defined in Section 103D-104, Hawaii Revised Statutes ("HRS"), and Section 3-122-1, Hawaii Administrative Rules ("HAR"); and

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

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

1. Scope of Work. The Contractor shall, in a proper and satisfactory manner as determined by the County, provide all goods or services, or both, in accordance with Professional Representation Services in Washington D.C. for the Department of Transportation, RFP#16-17/P-67 and any attachments thereto, and Contractor's Proposal dated March 3, 2017 and any

CONTRACT NO. C6254

CONTRACT FOR PROFESSIONAL SERVICES

attachments thereto (hereinafter, collectively, "Contract Documents"). Contract Documents are on file in the office of the Director of Finance of the County of Maui, and are incorporated herein by reference and hereby made a part of this Contract.

2. Time of Performance. The Contractor shall commence performance under this Contract upon issuance of the Notice to Proceed, and shall continue performance through June 30, 2018, unless sooner completed, terminated, or extended in compliance with the terms of this Contract. Where the contract work is structured into phases or discrete work items, if the commencement of a phase or work item is triggered not by the completion of the prior phase or work item, but by some other event not under the control of the Contractor, the time between the completion of one phase or work item and the commencement of the next shall not count towards the time of performance within which the Contractor agreed to complete its performance under the Contract. The Contractor agrees to cooperate and coordinate with the County to accurately compute and document the time of performance.

This contract may be extended for four additional terms of one year each, upon mutual agreement in writing. It is understood that to exercise each extension option, the parties will execute an Amendment to the Contract.

3. Compensation and Payment Schedule. The Contractor shall be compensated for services rendered and costs incurred under this Contract for a total amount not to exceed the amount of certification requested as set forth above, subject to appropriation, and inclusive of all taxes. County will pay Contractor in accordance with the fee schedule set forth in the Contract Documents. Payments shall be made monthly in arrears, subject to the receipt of an original invoice by the Officer-in-Charge no later than on the fifth (5th) day of each month for services rendered during the previous calendar month. The original invoice shall specify the amount due, certify that services requested under this Contract have been performed by the Contractor according to the Contract, and also include any other information reasonably requested from time to time by the Officer in Charge, all in accordance with Section 17 of the General Conditions.

4. General Conditions. The Contractor shall comply with the General Conditions of this Contract (the "General Conditions"), which are attached hereto and are hereby made a part of this Contract.

5. *[This paragraph is intentionally left blank.]*

CONTRACT NO. C6254

CONTRACT FOR PROFESSIONAL SERVICES

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

7. Other Terms and Conditions. Any Special Conditions are attached hereto and made a part of this Contract. In the event of any inconsistencies or conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. Any general, miscellaneous, or other terms, conditions, or provisions that are found in any of the Contractor's proposals for this Contract or in any sub-contractor's proposals attached thereto shall be unenforceable as against the County, unless the subject of such terms, conditions, or provisions is addressed in the County's General Conditions, and such terms, conditions, or provisions are consistent with the County's General Conditions.

8. *[This paragraph is intentionally left blank.]*

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

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

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

Notice to the Contractor shall be sent to the Contractor's address as indicated in this Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The Contractor is responsible for notifying the County in writing of any change of address.

11. Officer-in-Charge. The Director of the Department of Transportation, or an authorized representative, shall be the Officer-in-Charge for all services provided herein, and shall have the right to oversee the successful completion of contract requirements, including monitoring, coordinating and assessing Contractor's performance and approving completed

CONTRACT NO. C6254

CONTRACT FOR PROFESSIONAL SERVICES

work/services with verification of same for Contractor's invoices or requests for payment. The Officer-in-Charge also serves as the point of contact for the Contractor from award to contract completion.

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

[EXECUTION PAGES TO FOLLOW]

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

CONTRACT NO. C6254

CONTRACT FOR PROFESSIONAL SERVICES

CONTRACTOR EXECUTION PAGE

I hereby represent and warrant that I have the legal right and authority to execute this Contract on behalf of the Contractor.

CONTRACTOR:

WILLIAMS & JENSEN, PLLC

By 
(Signature)

DAVID J. DWYER
(Print Name)

Its Partner
(Title)

Date 5/8/17

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

CONTRACT NO. C6254

CONTRACT FOR PROFESSIONAL SERVICES

STATE OF Washington)
DISTRICT OF Columbia) SS.

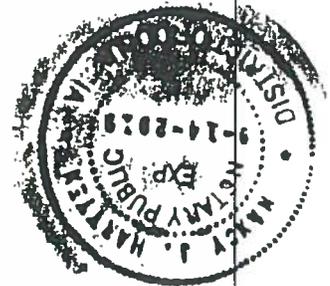
On this 8 day of May, 2017, before me personally appeared DENIS J. DWYER, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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



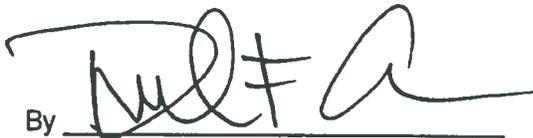
Nancy J Hartten
Notary Public, State of DISTRICT of Columbia
Print Name: Nancy J Hartten
My commission expires: 9-14-19

NOTARY PUBLIC CERTIFICATION			
Doc. Date:	_____	# Pages:	<u>5</u>
Notary Name:	<u>Nancy J Hartten</u>	Judicial Circuit:	<u>DISTRICT of Columbia</u>
Doc. Description:	<u>Contract For Professional Services</u>		
Notary Signature:	<u>Nancy J Hartten</u>		
Date:	<u>May 8, 2017</u>		



CONTRACT NO. C6254
CONTRACT FOR PROFESSIONAL SERVICES
COUNTY EXECUTION PAGE

COUNTY OF MAUI



By _____
DANILO F. AGSALOG
Its Finance Director

Date JUL 13 2017

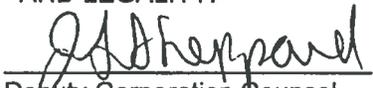
REVIEWED AND APPROVED:



DON MEDEIROS
Director, Department of
Transportation

Date 5/23/17

APPROVED AS TO FORM
AND LEGALITY:



Deputy Corporation Counsel
County of Maui

Date 5/24/2017

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

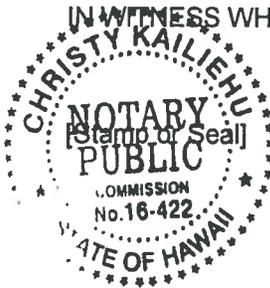
CONTRACT NO. C6254

CONTRACT FOR PROFESSIONAL SERVICES

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 13th day of July, 2017, before me appeared DANILO F. AGSALOG, to me personally known, who being by me duly sworn, did say that he is the Director of Finance of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Section 9-18 of the Charter of the County of Maui; and the said DANILO F. AGSALOG acknowledged the said instrument to be the free act and deed of said County of Maui.

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



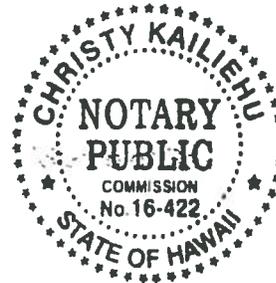
Christy Kailiehu

Notary Public, State of Hawaii

Print Name: CHRISTY KAILIEHU

My commission expires: NOV 27 2020

NOTARY PUBLIC CERTIFICATION			
Doc. Date:	<u>JUL 13 2017</u>	# Pages:	<u>10</u>
Notary Name:	<u>CHRISTY KAILIEHU</u>	Judicial Circuit:	<u>2nd</u>
Doc. Description:	<u>Contract for Professional Services, Contract No. C6254, Professional Representation Services in Washington, D.C. RFP No. 14-17/P-67</u>		
Notary Signature:	<u>Christy Kailiehu</u>		
Date:	<u>JUL 13 2017</u>		



CONTRACT NO. C6254

CONTRACT FOR PROFESSIONAL SERVICES

CONTRACTOR'S STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

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

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

On behalf of WILLIAMS & JENSEN, PLLC, Contractor, the undersigned does declare as follows:

1. Contractor is is not a County Council Member or an Employee or a business in which a County Council Member or an Employee has a substantial interest.
2. Contractor has not been represented or assisted personally in the matter by an individual who has been an Employee of the County department awarding this Contract within the preceding year and who participated while so employed in the matter with which the Contract is directly concerned.
3. Contractor has not been assisted or represented by a County Council Member or Employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a County Council Member or Employee for a fee or other compensation in the performance of this Contract, if the County Council Member or Employee has been involved in the development or award of the Contract.
4. Contractor has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an Employee, or in the case of the County Council, a County Council Member, and participated while an Employee or a County Council Member on matters related to this Contract.

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

CONTRACT NO. C6254

CONTRACT FOR PROFESSIONAL SERVICES

Contractor understands that the Contract to which this document is attached is voidable on behalf of the County if this Contract was entered into in violation of any provision of Article 10 of the Revised Charter of the County of Maui ("Code of Ethics"), including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the County.

Contractor:

WILLIAMS & JENSEN PLLC

By 
(Signature)
DENIS J. DWYER
(Print Name)
Its PRINCIPAL
(Title)
Date 5/18/17

701 8TH STREET, NW
SUITE 500
WASHINGTON, DC 20001

WILLIAMS & JENSEN, PLLC

OFFICE (202) 659-8201
FAX (202) 659-5249

March 3, 2017

Department of Finance
Purchasing Division
County of Maui
2145 Wells St., Suite 104
Wailiki, HI 96793

**Re: Maui County Request for Proposals Department of Transportation
Professional Representation Services in Washington, DC RFP No. 16-17/P-67**

Enclosed please find one original and 3 copies of the response of Williams & Jensen, PLLC to the above captioned request for proposal, RFP No. 16-17/P-67. Also enclosed is a copy of our proposal on a USB drive. Williams & Jensen appreciates the opportunity to submit this proposal. Please note that this proposal and the terms contained herein are valid for 90 days commencing on March 7, 2017 and expiring on June 5, 2017. Additional extensions of this proposal acceptance date are possible upon the request of the County of Maui.

Information regarding this proposal should be directed to me at the address above or via email at djdwyer@wms-jen.com or by telephone at (202) 973-5909.

Williams & Jensen appreciates the opportunity to submit this proposal and looks forward to the possibility of representing the County of Maui Department of Transportation.

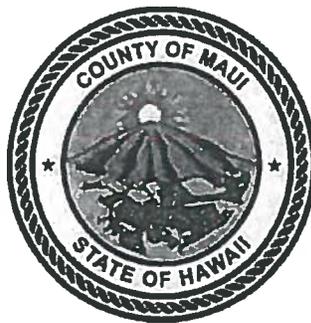
Respectfully submitted,



Denis J. Dwyer
Principal

**Submission
of
Williams & Jensen, PLLC
in Response to
County of Maui
Request for Proposals
for
Professional Representation Services
in
Washington, DC**

RFP No. 16-17/P-67



**Submitted
March 7, 2017**

[This proposal is valid for 90 days from the submission deadline until June 5, 2017]

Table of Contents

I.	Project Understanding	1
II.	Scope of Work	1
III.	Relevant Experience	4
IV.	Project Team Resumes	11
V.	Proposed Costs	15
VI.	Statement of DBE Participation	15

Appendix A

Complete Biographies for Williams & Jensen's Maui Department of Transportation Team

I. Project Understanding

Since December, 2008 Williams & Jensen, PLLC ("the Firm") has had the honor of representing the County of Maui. During these last nine years, we have come to understand the operations of the Maui Bus and the operating challenges created by Maui's unique nature of geography – relatively short and narrow streets in Kahului, Wailuku and Lahaina contrasted with long distance bus routes serving Up Country and West Maui. Additionally, we have provided regular advice to the Maui Department of Transportation ("MDOT") with respect to bus system operating challenges that arise on a day-to-day basis.

Williams & Jensen also has an appreciation for Maui's unique situation vis a vis the State of Hawaii and the federal government. Denis Dwyer, a principal in the firm, began work in the state of Hawaii in 1988. In addition to working on rail and bus transportation initiatives on Oahu, Mr. Dwyer represented the State of Hawaii regarding the cessation of bombing on the island of Kaho'olawe and subsequently negotiated, on behalf of the State of Hawaii, the return of the island to the state and to the corpus of the County of Maui. Thus, in 1992, Mr. Dwyer worked with officials of Maui County to understand and assure that the County's interests were appropriately addressed with respect to the return of Kaho'olawe.

Over the course of the last 4½ years, in particular, we have worked closely with the MDOT to establish the County's Metropolitan Planning Organization ("MPO") and the many ancillary aspects associated with the creation and operation of the MPO. We believe that we are well poised to assist the County to become a direct FTA recipient in the months ahead which would minimize an uneasy reliance on the State of Hawaii's pass-through of federal funds.

Finally, over the course of the Firm's nine years of representing the County, it has been successful in having federal officials visit the County to see and understand the needs of one of the fastest growing bus systems in America, with one of the smallest bus fleets making the Maui Bus one of the most efficient operators of service on a ridership/fleet size basis. These included three visits by the Senate Transportation Appropriations Subcommittee staff, to not only examine transportation issues in the County, but also various County housing needs.

II. Scope of Work

Section 1.4 of the Request for Proposal outlines minimal elements associated with the scope of work for this solicitation. Section 1.4.1 requires that the successful bidder "conduct meetings with members of the United States Congress, the Administration and other appropriate authorities regarding federal funding for the transportation and infrastructural needs of the County of Maui". During the course of the last nine years Williams & Jensen has held many meetings with members of the United States Congress, Congressional committee staff, and the Administration with respect to the transportation and infrastructure needs of the County. Williams & Jensen maintains a

very strong relationship with Senator Brian Schatz, Senator Mazie Hirono, Rep. Colleen Hanabusa, and the 2nd District House member Tulsi Gabbard beginning during their public service in Hawaii. Mr. Dwyer has known Sen. Schatz since 2008 and helped campaign for him in his 2010 election for Lt. Governor. Mr. Dwyer also helped coordinate his first trip to Washington DC in 2011 as Lt. Governor. Mr. Dwyer has had the opportunity to work with Mazie Hirono on a variety of aviation and transportation projects when she served the State of Hawaii as its Lt. Governor in the 1990's. Mr. Dwyer also worked closely with Sen. Hirono as she considered the needs of her Congressional District in her role as a member of the United States House Representatives Committee on Transportation and Infrastructure. Mr. Dwyer also has a strong working relationship with former Honolulu City Councilwoman Tulsi Gabbard. During her time on the Honolulu City Council, Mr. Dwyer briefed her on developments associated with the Honolulu rail transit project – which he continues to do as a part of his work for the Honolulu Authority for Rapid Transportation (“HART”) and with respect to Native Hawaiian issues during his representation of the Office of Hawaiian Affairs from 2012-2015.

Mr. Dwyer knows Rep. Hanabusa both from her former tenure in the U.S. House of Representatives, but more recently during her time on the HART Board where he both briefed her on Federal Transit Administration (“FTA”) developments and offered advice on addressing concerns of the FTA about the Honolulu rail transit project.

As a result of his representation of states, cities, counties and private transportation interests over the last 25 years, Mr. Dwyer has developed close relationships with the U.S. House and Senate transportation authorizing committees and the U.S. House and Senate transportation appropriations subcommittees. It is important to note that Senator Schatz serves on the Housing, Transportation and Community Development Subcommittee of the Senate Banking, Housing and Urban Affairs Committee and on the Transportation, and Housing and Urban Development Subcommittee of the Senate Appropriations Committee. As stated earlier, Mr. Dwyer has worked not only with Sen. Schatz on Maui's transportation needs but also with other House and Senate leaders.

Mr. Dwyer regularly communicates with the most senior officers of the FTA. In the course of the last 4 months, he has met with or spoken directly to the Acting Federal Transit Administrator 4 times. While the Trump Administration has yet to name an FTA Administrator, Mr. Dwyer maintains strong relationships with FTA's senior career officials.

During the course of the Firm's representation of the County of Maui it has set up meetings for then Maui Mayor Tavares when she visited Washington, DC as well as meetings with senior U.S. Department of Transportation and Federal Transit Administration officials. More recently, when the MDOT Deputy Director travelled to Washington DC, we set meetings with FTA planning officials and Congressional staff members to discuss Maui's transit needs and federal compliance support. We remain positioned to provide this assistance whenever Maui officials travel to Washington and wish to meet with federal officials.

Section 1.4.2 of the RFP requires that the successful bidder propose and support federal legislation for the County's funding needs. Williams & Jensen has already provided those services and would continue to provide those services to the County. The Firm maintains and has demonstrated its close relationship with the members of relevant transportation committees of the Congress (the U.S. House Transportation and Infrastructure Committee; the U.S. House Transportation and HUD Appropriations Subcommittee; the U.S. Senate Banking Housing and Urban Affairs Committee, and the U.S. Senate Transportation and HUD Appropriations Subcommittee). Over the course of Williams & Jensen's representation of MDOT, there have been a number of opportunities for securing discretionary federal funds. Those opportunities included both legislative earmarks (in FY 2010) and competitive grants under the Federal Transit Administration's State of Good Repair program and Livability program and the federal Discretionary Bus Program. These accomplishments are detailed below under the Relevant Experience section.

The 2012 highway and transit authorization bill, Moving Ahead for Progress in the 21st Century ("MAP-21") eliminated many of the discretionary programs that the County of Maui had been successfully pursuing. However, the 2015 Fixing America's Surface Transportation Act ("FAST Act") restored the Bus Discretionary Program along with establishing a predictable formula based funding for transit. The Livability grant program and the State of Good Repair program were combined and made into a single formula grant program. While Maui will benefit from a portion of these funds in terms of a larger formula grant, its recent successes in the discretionary grant arena will outstrip what the County is likely to get in additional formula funds. Consequently, the County needs to pay careful attention to this allocation of formula funds in the years ahead. The FAST Act restored Bus Discretionary Program presents new opportunity for MDOT and the Maui Bus to successfully compete for federal assistance to replace its aging bus fleet.

An additional discretionary grant program, which is a creature of the annual transportation appropriations bill, TIGER grants, remains available. TIGER have been funded at the \$400-\$500 million level (the FY 2017 amount is yet to be determined) and presents a continued opportunity for MDOT to obtain federal discretionary funds. In the past, these TIGER grants have been primarily intended for larger, regional projects. With the elimination of competitive, discretionary Livability and the State of Good Repair grants, TIGER grants are available for lower dollar projects and a higher number of successful awardees. Monitoring the evolution of this program and developing an effective strategy for competing for these funds will be essential in the years ahead. Maui has competed for those grants in the past (as described further in below in relevant experience) with Maui Economic Opportunities (MEO) as the lead applicant with the County serving as the supporting local agency. Unfortunately, those efforts were not successful, because the County, as an experienced federal grantee was not the singular lead applicant. Also, recognizing that there were some local political constraints, the project which the County applied for may not have been the most

appealing structure in terms of roles and responsibilities of the lead applicant vs. the roles and responsibilities of the County as the supporting local agency.

Section 1.4.4 of the RFP reflects the standard practice that we utilize at Williams & Jensen. We have in the past drafted correspondence for the Maui Department of Transportation. We provide regular reports on items of specific interest of the Maui Department of Transportation – usually the same day that substantive actions, or hearings in Washington, DC occur. Williams & Jensen has also drafted legislation and outlined specific “technical assistance” that has been requested from the Federal Transit Administration during the course of developing a better formula allocation for rural area bus transportation providers like the Maui Department of Transportation. To some degree, elements of the technical assistance that was provided by the U.S. Department of Transportation was incorporated into the transit formula allocations that were included in MAP-21 and the FAST Act, resulting in the County’s higher formula dollars in the years ahead. Over the course of the last 5 years we offered extensive advice, drafting and analysis activities associated with the establishment of the Maui MPO. This work is described in greater detail below under Relevant Experience.

Section 1.4.5 – Deliverables of the RFP requires that the consultant provide an annual report of the scope of work in section 1.4. We are happy to provide such a report and look forward to the possibility of doing so.

Our approach to providing these services is to continue the methodology that we have established in our work for the County. That is to identify the priorities of the County at the beginning of each year, develop a means to accomplish each objective and to keep the County informed, not only for our efforts to achieve these objectives, but to also assure that the County is fully aware of the actions of others that may have some bearing on those objectives – be it hearings by the U.S. Congress, statements by relevant Members of Congress, actions of the U.S. Department of Transportation and the Federal Transit Administration and other federal policy makers and thought leaders.

III. Relevant Experience

Over the course of the last nine years, Williams & Jensen has had the good fortune to represent the Maui Department of Transportation. During its representation of the County, the Firm assisted in substantive ways in securing various forms of federal funding through both legislative earmarks (working with the state’s Congressional Delegation, but unfortunately a path no longer available) and through competitive discretionary grant programs. In 2009, the first year of the Firm’s representation of the County, the Firm assisted the Hawaii Congressional Delegation in obtaining \$3.4 million for the County of Maui’s, the County of Kauai’s and the Big Island’s rural bus programs for new buses in the FY 2010 DOT and HUD Appropriations bill. As has been the practice, that funding was equally divided among the three counties. With the restoration of The Bus Discretionary Program in the Fast Act (though no longer an earmarked program) we believe that we can assist the County to once again be a successful recipient of the funds.

More recently in 2013 and 2014, we assisted the MDOT in its TIGER Grant applications for the MEO Transportation Center. Williams & Jensen strongly recommended that the County be the underlying owner and operator of the MEO Transportation Center and to make use of the center available to MEO on a contract basis, but local political exigencies were not available to pursue such a structure. We warned that the proposed structure would be a fundamental weakness in the application and indeed the two applications were not successful.

The concern with MEO as the owner/operator of the Transportation Center was the fact that MEO, unlike Maui County, was not the *provider* of transportation, it was/is an operator of public transportation pursuant to a contract with the County and should that contract end, it would be difficult to enforce a federal grant assurance that the center remain available for public transportation.

In the 2014 TIGER application, the application structure was somewhat revised, but MEO was still the lead beneficiary, so the concern of the U.S. DOT was not really ameliorated. Moreover, we provided extensive suggestions to improve the application, but given that MEO was the agency drafting the application, most of those suggestions were not adopted by MEO.

In 2013, we provided advice to MDOT and the County's corporation counsel with respect to a bid protest and subsequent litigation pursued by Roberts of Hawaii with respect to the award of the paratransit contract to MEO. The county successfully defeated the litigation on summary judgement.

While efforts to form an MPO began in 2012, in 2013 Williams and Jensen offered regular comments and memoranda to MDOT on federal metropolitan planning requirements in conjunction with the introduction of state legislation to facilitate the creation of the Maui MPO. We made clear in a memorandum to the County that the state's assertion that the Maui MPO would be as an "advisory" agency to the state was in conflict with federal statutes and regulations. Subsequently the "advisory" provision was removed from the state legislation.

We have also provided guidance to the MDOT about the application of the Federal Motor Carrier Safety Standards' hours of service requirements to the intrastate operations MDOT's contractor Roberts of Hawaii, Inc.

Beginning in 2014 we began drafts of County and state documents to establish an MPO, including suggested revisions to various drafts of the intergovernmental agreement. That work continued over the next two years and we continue to provide advice from time to time on matters related to MDOT's participation in the Maui MPO.

The Maui DOT Deputy Director traveled to the east coast in 2014 primarily to participate in the FTA's National Transit Database (NTD) training. We helped to facilitate meetings with the planning officials at the FTA and meetings with the Hawaii Congressional

delegation to discuss issues associated with NTD data requirements and to provide direct contacts with FTA officials to help resolve future NTD issues.

Consistent with the Scope of Work requirements at 1.4.4. under this RFP, we drafted detailed comments for the County – and submitted them to the federal docket – on Statewide and non-Metropolitan Transportation Planning where we focused on the substructure differences between large and small MPO's and the compliance costs assumed by the U.S. DOT in its Notice of Proposed Rulemaking. While we would have liked to have seen additional reductions in the MPO regulatory requirements, the final rule, adopted in 2015, made substantive reductions in the administrative burdens placed on small MPO's.

In 2015 and 2016 we continued to provide advice and review evolving documents to establish the Maui MPO. This included discussion with the FTA with respect to establishing MDOT as a direct recipient of federal funds as well as discussing the appointment of planning funds to the MPO.

In 2015 we provided advice to the County on the adoption of its Civil Rights Act Title VI non-discrimination plan as well as helping to assure that the Maui County Drug and Alcohol policy conformed to U.S. DOT requirements for federal drug and alcohol testing requirements. We also worked with the County and provided advice on MAP-21's federal Public Transportation Safety Program and the development of a Safety Management System.

Over the course of the last three years we have provided advice and guidance to the MDOT with respect to NTD statistical information including direct discussions with senior FTA officials about the lack of the responsiveness from the FTA contractor that resulted in a new contract person working with MDOT. We have continued to try to troubleshoot NTD issues when asked to assist MDOT.

In 2016 we coordinated a site visit to Maui for the Senate Transportation, and Housing and Urban Development Subcommittee Republican and Democratic staff directors. This included a visit to the County's bus maintenance facility and the opportunity to make a presentation to the subcommittee staff about the challenges a small operator faces with a limited fleet and long distances routes.

More recently, we have provided advice to MDOT on how to structure its transit asset management plan we have offered some ideas on how to structure a FTA requirement for a senior half fare discount in non-peak periods.

In 2011, the Firm provided direct input and drafting assistance into the discretionary grant applications submitted for the Federal Transit Administration's Livability program and State of Good Repair grants. The County was successfully awarded \$1.7 million from the FTA through the State of Good Repair program to finance the acquisition of large ADA compliant buses.

Building on the 2011 applications for the State of Good Repair program, the Firm contributed to the securing of an \$800,000 Livability Grant for 10 bus shelters in 2012. It is unusual for a grantee of Maui's size to receive grants from both programs in the same federal fiscal year. These funds in fiscal year 2012, in the aggregate, amounted to more funding than the County has received in a given year through legislative earmarks benefiting Maui, Kauai and the Big Island, which were suspended after the legislative earmark in FY 2010 described above.

Beginning in 2011 and continuing into 2012 Mr. Dwyer undertook an effort to obtain a Buy America waiver from the Federal Transit Administration on behalf of the County for the acquisition of two used double-deck buses. Over the course of nearly nine months, Mr. Dwyer, working closely with the County, assembled a petition for a waiver of the FTA Buy America requirement that combined the facts of the situation – only 1 bidder submitted a response to the RFP that the County, issued – and the law. On behalf of the County, the Firm submitted a carefully worded and legally supported written application to the FTA that advocated and asserted that the County was entitled to a waiver under the applicable Buy America statute and FTA regulations.

Despite this effort, it was clearly communicated to the Firm that the FTA would not grant the waiver – not because of a deficiency in the claims of the County – but because of Administration policy to not grant such waivers regardless of the merits or the facts presented to it. At no time did FTA indicate that the application of the County was inadequate. To preserve the close working relationship that the County had established with the FTA, a decision was made to withdraw the Buy America waiver application. It should be pointed out that the 2012 \$800,000 Livability Grant and the \$1 million State of Good Repair Grant followed shortly after the withdrawal of the Buy America request.

In addition to work on behalf of the County of Maui, Williams & Jensen has, since 2005, represented the City and County of Honolulu as it has sought the federal assistance to build a 20 mile rail transit system. Mr. Dwyer represented the City and County of Honolulu in two of its earlier transit efforts: the 1990 rail transit proposal and the 2002 Honolulu BRT proposals. These two earlier projects were not implemented because of a loss of local consensus and local financial support, not because of a loss of federal support. Since 2007, the current Honolulu rail transit project has received \$1.036 billion in federal Capital Investment Grant assistance and may receive the last increment of federal funds for the Project this year as provided under a \$1.55 billion Full Funding Grant Agreement. Unfortunately, the Honolulu rail transit project has encountered construction cost challenges that have necessitated the creation of an extremely detailed project Recovery Plan. Mr. Dwyer is a member of the team developing the plan and is the primary liaison with senior FTA officials in Washington DC including the FTA Administrator. While much of this work focuses on rail construction issues, a substantive portion of the recovery plan includes the integration of TheBus including operational plans and federal funding assistance for TheBus operations.

As a part of his work with the City and County of Honolulu, Mr. Dwyer helped craft the local ordinance that was successfully enacted, consistent with Federal agency determinations, to establish a \$450 million line-of-credit for the Honolulu rail transit project. In 2015, Mr. Dwyer also negotiated the final language of the Honolulu City Council enacted ordinance to assure that oversight provisions that the City Council wanted included in the bill were acceptable to the FTA.

We believe that our representation of MDOT and our related transit experience in Honolulu make us particularly qualified to serve the continuing needs of the MDOT.

Other Relevant Hawaii Experience

On behalf of the state of Hawaii and other Hawaii-based entities, Denis Dwyer has been successful in working closely with the Hawaii Congressional delegation in obtaining more than \$1.6 billion in federally authorized and appropriated dollars over the course of the last 29 years, although \$720 million of those funds were turned back to the Federal government when the Honolulu rail transit project was voted down by the Honolulu City Council in 1992. A sample of other specific Hawaii projects that we worked on since 1988 include:

- Representing the state of Hawaii in negotiating with the U.S. Department of Defense and the U.S. Navy for the return of Kaho'olawe. This work included the creation of an unexploded ordnance clean-up concept, resolving issues of title and insisting on the United States having perpetual liability for unexploded ordnance disposal, and – working closely with the Congressional delegation – drafting the conveyance legislation and obtaining \$400 million for the clean-up of the island.
- Between 1988 and 2002, working with the Hawaii Congressional Delegation, we obtained nearly \$35 million in federal highway funds for Kihei Road on Maui and Saddle Road on the Big Island.
- In the late 1980's and early 1990's Mr. Dwyer helped lead a team of lawyers and professionals to obtain a total of 5 Hawaii – Japan international air routes under the U.S. – Japan Aviation Bilateral Agreements that had been renegotiated at that time.
- From 1992 – 1996 working with the Hawaii Congressional delegation, Mr. Dwyer helped obtain \$235 million from the Interstate Discretionary Program to complete H-3 and to cover additional construction costs for the road to avoid heiaus that were discovered during construction.
- Working with the Hawaii Congressional delegation, Mr. Dwyer helped conceive and obtain \$31 million from the Federal Transit Administration's New Starts Program for ferry boat facilities in the state such as the ferry terminal in Honolulu

and other pier improvements in the state. (These funds had no connection to the SuperFerry)

- On behalf of the State of Hawaii and working with the Hawaii Congressional delegation, the Firm was successful in assuring that the state's highway formula allocation remains well in excess of a \$2 dollar return for every \$1 contributed to the Highway Trust Fund from 1992 – 2002.

Other Transportation Experience

- In 2016 the Firm was part of a team that worked on the successful award of a TIGER VIII grant of \$20 million that was awarded to the City of New Haven to continue the restoration of a former highway right-of-way into a walkable street grid to facilitate mixed use development and restore a once existed neighborhood that was bisected by an unused right-of-way for an unbuilt 1960's highway and reconnects a neighborhood. This was the second TIGER grant awarded to this project. Mr. Dwyer also worked on the first successful TIGER grant application for this project, further described below.
- The Firm was active for GE Global Signaling in securing approximately \$160 million annually (depending on Revenue Aligned Budget Authority – RABA – and obligation limit increases) to continue the Section 130 Rail-Highway Grade Crossing Program at increased funding levels. The Firm also worked to maintain an additional \$315 million per year, to be used at the discretion of states for grade crossing safety improvements or hazard elimination activities;
- On behalf of St. Louis Metro, Williams & Jensen worked with that region's Congressional delegation to obtain \$8.5 million for bus replacements;
- Working with the Congressional Delegations from Maryland and Virginia, Denis Dwyer assisted in securing an additional \$600 million for the replacement of the I-95 Woodrow Wilson Bridge – one of the busiest Interstate bridges in America – which crosses the Potomac River between those two states;
- On behalf of Bombardier Transportation, Denis Dwyer secured \$13 million over three-years which composed the federal share of a joint research effort with the Federal Railroad Administration ("FRA") to develop a high-speed, fossil fuel locomotive.
- Along with a group of other similarly situated states, Denis Dwyer worked on behalf of the State of Hawaii to secure the inclusion of \$750 million for the Highway Emergency Relief Program. Although this funding was not earmarked for any particular state, the state of Hawaii received almost \$60 million of these funds.

- Working with the City of New Haven staff the Firm helped to prepare a successful U.S. Department of Transportation Investment Generating Economic Recovery (TIGER II) grant of \$16 million in 2010.
- Drafted legislation in 2011 and guiding that legislation through Congress which granted authority to a bistate compact transit agency to increase its maximum bond finance amortization period from 30 to 40 years for capital and infrastructure improvements.
- On behalf of a city, the Firm was successful in securing a highly unusual authorization of a rail New Start project in the DOT Appropriations bill, as well as an initial \$2.5 million for EIS activities.
- On behalf of a well-known industrial company, the Firm secured \$3 million for a joint development effort involving the Federal Railroad Administration and Amtrak to implement a high-speed rail incremental train control project.

Aviation Experience

- The Firm currently represents United Airlines on a broad array of aviation and tax issues. This work has included specific airport facility improvements – funded in part with federal dollars – addressing other Federal Aviation Administration issue.
- On behalf of Continental Airlines, the Firm was closely involved in the development and enactment of the "Air Transportation Safety and System Stabilization Act" and subsequent airline security legislation.
- Prior to his arrival at Williams & Jensen, Denis Dwyer represented ValueJet in the wake of the tragic crash of Flight #592 in the Florida Everglades. Mr. Dwyer provided crisis management advice to the airline, particularly with respect to its dealings with the National Transportation Safety Board ("NTSB"), the House Transportation and Infrastructure Committee and the Senate Commerce Committee. Each of these House and Senate Committees held hearings that were nationally televised on CNN. Mr. Dwyer worked to minimize the potentially devastating impact this crash had on the survival of the airline while at the same time protecting the legal and liability interests of the carrier.
- Mr. Dwyer represented a key aircraft component manufacturer as a result of the tragic crash of the TWA Flight #800. Mr. Dwyer's work included close coordination with litigation counsel in developing and implementing a strategy for interacting with the FBI, the NTSB, committees of jurisdiction in the Congress and the Federal Aviation Administration ("FAA"). As a consequence of this representation the component manufacturer was not subject to lawsuits arising from the crash, nor did the NTSB implicate the fabrication of the affected component as contributing to the probable cause of the crash.

- Mr. Dwyer represented the Egyptian Civil Aviation Authority as a result of the tragic crash of Egypt Air Flight #990. This work consisted of consultations with Egyptian government officials, the Egyptian Ambassador to the United States, the State Department, the Department of Transportation, the NTSB, the FAA and Congress.
- Mr. Dwyer has represented a number airport operators over the course of his career. In the course of representation of the Puerto Rico Port Authority and the State of Hawaii, Mr. Dwyer was involved in bilateral and multi-lateral (Open Skies) negotiations by the United States with foreign countries. This representation involved assuring that the interests of these airport operators were protected in these negotiations as well as securing \$12 million for a cross taxi runway in Puerto Rico, negotiating airport noise exceptions with the Federal Aviation Administration from the Airport Noise and Capacity Act to maintain curfew operating limitations at Kapalua – West Maui Airport when it was purchased by the State of Hawaii in 1994 from Hawaiian Airlines, providing advice on the negotiation of airport rates and charges in both Hawaii and Puerto Rico and securing legislation and negotiation with the FAA on a provision of law which allowed the State of Hawaii to transfer \$250 million from its airport fund to its state highway fund.
- Mr. Dwyer represented the City of Austin which owns and operates one of the newest commercial airports in the United States – Austin-Bergstrom Airport in Austin, Texas. Mr. Dwyer's services included obtaining Federal Airport Improvement Program funds for the airport. Mr. Dwyer also provided advice to negotiate a settlement of an airport noise lawsuit that arose during the development of the airport and he provided assistance in negotiating airport rates and charges with air carriers using the airport.

Each of the projects identified in this section were all led by Denis Dwyer as the project manager and team leader that resulted in these successful experiences.

IV. Project Team Resumes – Professional Background

Williams & Jensen, PLLC is a premier Washington, D.C. law firm that operates as a professional corporation with lawyers and consultants specializing in over 25 major areas of practice. Established in 1970, Williams & Jensen attorneys have broad experience in numerous areas of federal law and policy including federal appropriations, transportation, infrastructure, national defense, trade, technology, telecommunications, tax, antitrust, banking, securities, finance, education, environment, energy, insurance, health, food and drug and agriculture. We also engage in a general federal legal practice that consists of government contracts, administrative law and federal litigation.

For over thirty-five years, we have worked on legislation before all of the major Congressional committees. We maintain working relationships with House and Senate committee chairmen and ranking members, and with the Republican and Democratic

Leadership of both chambers. We also have excellent contacts with the U.S. Department of Transportation and the Trump Administration.

The experience and focus of the Firm is primarily in the development and implementation of legislative and regulatory goals and strategies. We work in concert with our clients to identify and analyze issues of concern in an efficient and timely manner, as well as developing options for action on such issues. This can only be accomplished by cultivating productive relationships and working in a bipartisan manner.

Williams & Jensen provides timely and pertinent information to its clients on legislative and governmental matters. We have made it a priority to recognize and identify issues affecting our clients and take pride in being on the cutting edge of political developments, often being aware of events both legislative and regulatory before they are publicly announced.

At Williams & Jensen, our experience adds up to an encyclopedia of knowledge about Washington. We've seen hundreds of proposals go to the Hill and the White House. We know which ideas succeeded, which failed, and why. Our knowledge of the voting histories and political values of Members of Congress and Administration officials helps define the strategy to achieve our clients' goals. We have spent decades building relationships with Members of Congress and their staffs, as well as with key executive branch officials. We have a strong understanding of the structure of executive branch agencies and a good working relationship with senior career officials at these agencies.

There is simply no substitute for technical, legal, and legislative knowledge. This knowledge allows us to design creative solutions that work. Finding allies for proposals, both on and off Capitol Hill, is part of our responsibility. We have extensive experience in developing and managing coalitions to achieve our clients' goals. In trying to affect public policy, we consider all the options – legislative, regulatory, and litigation. Our responsibility is to develop a position that will satisfy our clients' objectives and win the support of lawmakers and regulators.

Williams & Jensen does not just design strategy, we implement strategic plans. Our lawyers and professionals are known for rolling up their sleeves and getting the job done. Shifting alliances and priorities in Congress and the executive branch often are not apparent to the casual observer, but they can be critical to the outcome of legislative and regulatory proposals. No issue exists in a vacuum. With more than two dozen lobbyists practicing in a broad range of substantive areas, we have the diverse knowledge to understand how different laws and regulations affect the County and the depth of resources to plan and execute well-rounded long-term strategies.

We believe that a team approach to representation will best serve the County of Maui. A core team of professionals described below would be directly involved in providing ongoing representation to the County. In addition to the core team, the Firm would be able to call on the expertise of other Firm attorneys and professionals on an issue-by-

issue basis, as needed. A quick summary of team members qualifications are described below. This summary is augmented by the complete resumes that are attached as a part of our proposal.

Denis J. Dwyer – Principal

Denis Dwyer will manage the Firm's representation of Maui County if we are selected to provide these services. Denis will provide strategic advice concerning the leadership of the Senate and House transportation authorizing committees and the U.S. Department of Transportation. In addition, Denis will develop the legislative strategy, provide strategic and technical advice based on his knowledge and understanding of infrastructure and transit funding mechanisms, formulas and programs.

On behalf of his clients, Denis has worked closely with the House and Senate transportation authorizing committees on the last 8 major surface transportation reauthorization bills. Denis has obtained federal legislation and administrative commitments to finance highway, mass transit and aviation projects in major U.S. cities and has secured annual appropriations to fund these projects. He has a record of significant federal funding accomplishments in areas of transportation, infrastructure, economic development, education, defense and environmental matters. In recent years, he has been successful in securing over \$5 billion in various federal appropriations bills on behalf of clients.

Denis was named in December 2000 by Influence Online as one of Washington's Top Four Transportation Lobbyists. Also, in 1998, The Legal Times ranked Denis as one of the "hottest transportation lobbyists in Washington D.C."

Throughout his career, Mr. Dwyer has been involved in the completion of state and federal environmental impact statements affecting public facilities. He also has assisted state and local governments and major corporations in planning and executing Federal and state legislative, regulatory, and marketing strategies.

In addition to serving Williams & Jensen clients, Mr. Dwyer is a founder and former member of the Board of Directors of Operation Lifesaver; Inc., a former committee member of the Transportation Research Board and a former subcommittee member of the National Committee on Uniform Traffic Control Devices.

J. Steven Hart – Chairman

J. Steven Hart, Chairman of Williams & Jensen, will provide assistance with the Senate Republican leadership. He has served at the Office of Management and Budget in the Executive Office of the President, in the Department of Labor, and at the Department of Justice. Mr. Hart in particular, and the Firm in general, has been very favorably cited for his skills in Influence Online, The National Journal, Fortune, Congressional Quarterly and Politics.

Susan Hirschmann – Chief Executive Officer

Susan B. Hirschmann became CEO of Williams & Jensen in 2015. Susan has been a Principal in the firm since 2002. Susan will provide assistance with House Republican leadership.

Hailed as one of D.C.'s premier lobbyists, Susan has a reputation for effective advocacy and creative strategies. She has helped clients achieve success on issues ranging from health care and taxation to financial services, transportation, education, and appropriations. Whether it was working with a client to secure tax permanency for 529 education savings accounts, which was the first Bush Era tax cut to be made permanent; running the coalition to pass Medicare Part D; securing a rare Jones Act Waiver; or securing funding for the National Bio and Agro-Defense Facility (NBAF) after it had been removed from the President's budget; Susan's ability to win on tough issues is why her clients believe that there is no one better at "snatching victory out of the jaws of defeat."

Additionally, Susan brings a breadth of expertise in third-party coalition building and grassroots organizing. Her experience in state, local, and national youth politics and her years spent working for a national activist women's organization gave her the background to found Integrated Legislative Strategies – an organization which pairs grassroots programs with legislative strategy, and where she oversees dozens of field staff across the country and works to build successful coalitions.

Prior to joining Williams & Jensen, Susan was Chief of Staff to the Majority Whip of the House of Representatives. During her time working for House Leadership, she worked with Congress and the White House to develop and execute strategy on major trade, health care, and tax issues. This experience gave her an intimate understanding of and ability to advise clients on the intricacy of the inner workings of the Hill.

Michael Kans – Principal

Michael Kans joined Williams & Jensen in 2007 and became an associate in 2009. In 2016 Mr. Kans was elected to be a Principal of the Firm. Mr. Kans advises clients on regulatory and legislative matters in the technology, transportation, defense and appropriations sectors. Prior to joining Williams & Jensen, Mr. Kans worked for Representative Charles A. Gonzalez (D-TX) as his press secretary, legislative assistant, systems administrator and staff assistant. While working for Mr. Gonzalez, Mr. Kans handled issues pertaining to tax, budget and the judiciary along with managing the Congressman's media relations, including transitioning the communications operations into new electronic platforms.

Mr. Kans is a member of both the District of Columbia the Maryland Bar Associations. Mr. Kans graduated from the American University's Washington College of Law and summa cum laude from the University of Texas in San Antonio with a B.A. in English.

Other Members of the Firm

In addition to the Williams & Jensen professionals listed above who would serve as the Maui County’s core team, the core team may call on other members of the Firm for strategic advice and counsel on an as-needed basis.

V. Proposed Costs

In consideration of the Scope of Work described in this proposal, we propose a fixed monthly fee plus a “not to exceed” expense allocation. Specifically, we propose a retainer fee of \$4,000 per month for the base contract year and for option years 1, 2 and 3. For option year 4, we propose a slight increase in our professional fee to \$4,200 per month.

We also propose for each year, the base contract year plus all four option years an additional, annual out-of-pocket expense allocation *not to exceed* \$1,800. Expenses incurred under this allocation would include costs attributable to our representation of the County such as telephone and facsimile, photocopies, local travel and travel to Hawaii (if necessary) research charges for Westlaw (if necessary), support staff overtime (when necessary), business meals and related expenses. These charges would be subject to review and approval for reimbursement by the County, thus the County would have complete control over whether to permit those costs.

Schedule of Proposed Costs

Contract Period	Professional Fees Monthly	Professional Fees Total Annually	Annual Expense Allocation Only if Incurred and Approved by the County
July 1, 2017 – June 30, 2018	\$4,000	\$48,000	Up to \$1,800
July 1, 2018 – June 30, 2019	\$4,000	\$48,000	Up to \$1,800
July 1, 2019 – June 30, 2020	\$4,000	\$48,000	Up to \$1,800
July 1, 2020 – June 30, 2021	\$4,000	\$48,000	Up to \$1,800
July 1, 2021 – June 30, 2022	\$4,200	\$52,000	Up to \$1,800

VI. Statement of DBE Participation

Williams & Jensen, PLLC is not a Disadvantaged Business Enterprise as defined under the law. Thus, there is no DBE participation in our proposal. However, among our 16 equity owners, 4 of those owners or one-quarter of the firm’s equity members meet the definition of persons considered to be socially or economically disadvantaged. While this ownership structure does not qualify the Firm as a DBE entity, it does demonstrate the firm’s commitment to diversity, equal opportunity, and non-discrimination on the basis of race, color, national origin, ancestry, disability, gender, or religion. In all of the Williams & Jensen’s solicitations or advertisements for employees, the Firm states that it is an Equal Opportunity Employer.

Appendix A

Complete Biographies for Williams & Jensen's Maui Department of Transportation Team

Denis J. Dwyer – Principal

Denis Dwyer will manage the Firm's representation of Maui County if we are selected to provide these services. Denis will provide strategic advice concerning the leadership of the Senate and House transportation authorizing committees and the U.S. Department of Transportation. In addition, Denis will develop the legislative strategy, provide strategic and technical advice based on his knowledge and understanding of infrastructure and transit funding mechanisms, formulas and programs.



On behalf of his clients, Denis has worked closely with the House and Senate transportation authorizing committees on the last six surface transportation reauthorization bills (these bills are acted on in a 5-6 year rotation). Denis has obtained federal legislation and administrative commitments to finance highway, mass transit and aviation projects in major U.S. cities and has secured annual appropriations to fund these projects. He has a record of significant federal funding accomplishments in areas of transportation, infrastructure, economic development, education, defense and environmental matters. In recent years, he has been successful in securing over \$5 billion in various federal appropriations bills on behalf of clients.

Denis was named in December 2000 by Influence Online as one of Washington's Top Four Transportation Lobbyists. Also, in 1998, The Legal Times ranked Denis as one of the "hottest transportation lobbyists in Washington D.C."

Throughout his career, Mr. Dwyer has been involved in the completion of state and federal environmental impact statements affecting public facilities. He also has assisted state and local governments and major corporations in planning and executing Federal and state legislative, regulatory, and marketing strategies.

In addition to serving Williams & Jensen clients, Mr. Dwyer is a founder and former member of the Board of Directors of Operation Lifesaver; Inc., a former committee member of the Transportation Research Board and a former subcommittee member of the National Committee on Uniform Traffic Control Devices.

J. Steven Hart – Chairman

Steven Hart became a "partner-member" of Williams & Jensen in 1984. In 1991 he became the firm's president, and in 1999 he became Chairman and CEO. Mr. Hart concentrates his practice on tax, employee benefits, energy, transportation, entertainment industry, and telecommunication issues, representing client interests in legislative and regulatory initiatives.



Mr. Hart has been named one of Washington's top lobbyists by Washingtonian magazine and The Hill newspaper. Most recently, in 2011, he was listed by Chambers USA as one of the nation's top government affairs lawyers at one of the nation's top government affairs firms, Williams & Jensen. He is also recognized as one of the top fundraisers by National Journal.

During the first administration of Ronald Reagan, Mr. Hart was the Justice Department Special Assistant in charge of processing Federal judicial nominations. He also served at the Office of Management and Budget on the President's Reorganization Task Force on ERISA, at the Labor Department in the Pension Welfare Benefits Program, and at the Pension Benefits Guaranty Corporation.

In addition to his legal experience, Mr. Hart is a CPA and worked on the tax staff of a major accounting firm before attending law school. He currently sits on the board of The Congressional Awards Foundation, a federally chartered youth organization. He is currently a board member and also a past president of the Lung Cancer Alliance. He is an Arthur Barto Adams Fellow at the Michael F. Price School of Business Administration (Oklahoma University).

Susan B. Hirschmann – Chief Executive Officer

Susan B. Hirschmann became CEO of Williams & Jensen in 2015. Susan has been a Principal in the firm since 2002. Susan will provide assistance with House Republican leadership.



Hailed as one of D.C.'s premier lobbyists, Susan has a reputation for effective advocacy and creative strategies. She has helped clients achieve success on issues ranging from health care and taxation to financial services, transportation, education, and appropriations. Whether it was working with a client to secure tax permanency for 529 education savings accounts, which was the first Bush Era tax cut to be made permanent; running the coalition to pass Medicare Part D; securing a rare Jones Act Waiver; or securing funding for the National Bio and Agro-Defense Facility (NBAF) after it had been removed from the President's budget; Susan's ability to win on tough issues is why her clients believe that there is no one better at "snatching victory out of the jaws of defeat."

Additionally, Susan brings a breadth of expertise in third-party coalition building and grassroots organizing. Her experience in state, local, and national youth politics and her years spent working for a national activist women's organization gave her the background to found Integrated Legislative Strategies – an organization which pairs grassroots programs with legislative strategy, and where she oversees dozens of field staff across the country and works to build successful coalitions.

Prior to joining Williams & Jensen, Susan was Chief of Staff to the Majority Whip of the House of Representatives. During her time working for House Leadership, she worked with Congress and the White House to develop and execute strategy on major trade, health care, and tax issues. This experience gave her an intimate understanding of and ability to advise clients on the intricacy of the inner workings of the Hill.

Michael Kans – Principal

Michael Kans joined Williams and Jensen in 2007 and became an associate in 2009. In 2016, Michael was elected a Principal of the firm. Mr. Kans advises clients on regulatory and legislative matters in the health care, food safety, transportation, defense and appropriations sectors. Prior to joining Williams and Jensen, Mr. Kans worked for Representative Charles A. Gonzalez (D-TX) as his press secretary, legislative assistant, systems administrator and staff assistant. While working for Mr. Gonzalez, Mr. Kans handled issues pertaining to tax, budget and the judiciary along with managing the Congressman's media relations, including transitioning the communications operations into new electronic platforms.



Mr. Kans was sworn in as a member of the Maryland Bar Association in December, 2009. Mr. Kans graduated from the American University's Washington College of Law in 2008 and summa cum laude from the University of Texas in San Antonio with a B.A. in English.

REQUEST FOR PROPOSALS

PROFESSIONAL REPRESENTATION SERVICES IN WASHINGTON D.C

DEPARTMENT OF TRANSPORTATION

COUNTY OF MAUI

RFP 16-17/P-67

**COUNTY OF MAUI
REQUEST FOR PROPOSALS
DEPARTMENT OF TRANSPORTATION
PROFESSIONAL REPRESENTATION SERVICES IN WASHINGTON D.C.
RFP 16-17/P-67**

The County of Maui Department of Transportation (MDOT) is requesting proposals for professional representation services in Washington D.C.

Through registration, specifications and offer form may be obtained from the above named office via Public Purchase (<http://publicpurchase.com/gems/mauico.hi/buyer/public/publicInfo>), an e-procurement system.

One (1) original, three (3) copies and one electronic copy (CD/USB Flash Drive) must be received before 4:00pm, March 7, 2017 at the following address:

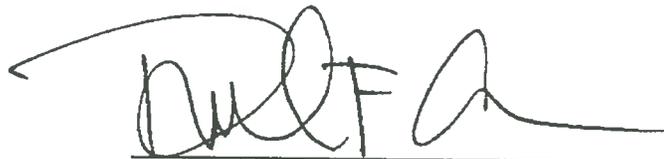
Department of Finance
Purchasing Division
County of Maui
2145 Wells Street, Suite 104
Wailuku, HI 96793

Proposals received after the time and date stated above shall be deemed unresponsive and returned unopened to the proposer.

Direct questions for clarification of this Request for Proposals document to:

Don Medeiros, Director
Department of Transportation, County of Maui
2145 Kaohu Street, #102
Wailuku, HI 96793

Phone: (808) 270-7511
Fax: (808) 270-7505
Email: don.medeiros@co.maui.hi.us



DANILO F. AGSALOG
Director of Finance
County of Maui

**REQUEST FOR PROPOSALS
PROFESSIONAL REPRESENTATION SERVICES IN WASHINGTON D.C.
RFP 16-17/P-67**

No proposer shall discriminate in employment practices on the basis of race, color, national origin, ancestry, disability, gender, or religion.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any matter leading to the award of contract.

The right is reserved by the County of Maui to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, and to award the contract according to the proposal which best serves the interests of the County of Maui.

PROJECT DESCRIPTION

The County of Maui, through its Department of Transportation, is requesting proposals from qualified and experienced professionals to provide representation services in Washington D.C.; this position will basically serve as a liaison between the County of Maui and the United States Congress and Administration. Efforts shall focus upon obtaining federal funding for transportation, infrastructure, and guidance with FTA reporting requirements including NTD reporting and Metropolitan Planning Organizations.

The contract period shall be for one year and start from July 1, 2017 with an option to renew for an additional four years pending the availability of funds.

INFORMATION

The MDOT is issuing this Request for Proposals (RFP). Unless otherwise directed, all communications regarding this RFP should be directed to the department's director, Don Medeiros, at 808-270-7511 or don.medeiros@co.maui.hi.us.

Any revisions to the RFP will be issued and distributed as Addenda. Proposers are specifically directed not to contact any other COUNTY personnel for meetings, conferences, or technical discussions related to this RFP. Failure to adhere to this policy may be grounds for rejection of proposal.

IMPORTANT NOTICE

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, the COUNTY will attempt to notify all prospective proposers who have secured the RFP. However, it will be the responsibility of each prospective proposer, prior to submitting its proposal, to contact Don Medeiros, at 808-270-7511 or don.medeiros@co.maui.hi.us to determine if addenda were issued, and to make such addenda a part of their proposal.

CONTRACTING AGENCY

The MDOT will administer the contract resulting from this RFP.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with County of Maui, State of Hawaii and Federal laws relating to proposals for contracts of this nature, whether the same are expressly referred to herein or not.

JOINT OFFERS

Where two or more proposers desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The COUNTY intends to contract with a single firm and not with multiple firms doing business as a joint venture.

WITHDRAWAL OF PROPOSALS

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals only by written request filed with the Purchasing Division. The request shall be executed by the offeror or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the offeror to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

REJECTION OF PROPOSALS

Failure to meet the requirements of the RFP will be cause for rejection of the proposal. The COUNTY may reject the proposal if it is incomplete, contains irregularities of any kind, or is offered conditionally. The COUNTY reserves the right to reject any and all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the sole opinion of the COUNTY, such information was intended to mislead the COUNTY in its evaluation of the proposal, it will be cause for rejection of the proposal.

EVALUATION AND AWARD OF CONTRACT

Evaluation and selection of proposals will be based on the qualifications and evaluation criteria outlined in the RFP. Brochures or other promotional presentations beyond that which is deemed sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary and will not affect the evaluation process.

Proposals will be evaluated by a Selection Committee. In connection with its evaluation, the COUNTY may, at its option, invite one or more proposers to make an oral presentation to the Selection Committee. During these interviews, the proposer will be allowed to present such evidence as may be appropriate in order that the TAC can correctly analyze all materials and documentation submitted as a part of the proposal.

The COUNTY reserves the right to make the selection of a proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the proposer to perform the services set forth herein.

The COUNTY reserves the right to reject any or all proposals, to waive any requirements, both the COUNTY's and those proposed by the proposer; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered; and to evaluate in its absolute discretion, the proposal of each proposer, so as to select the proposer which best serves the requirements of the COUNTY, thus providing that the best interest of the COUNTY will be served. Proposer's past performance, and the COUNTY's assurance that each proposer will provide service as bid, will be taken into consideration when proposals are being evaluated.

The COUNTY may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to the COUNTY all such information and data for this purpose as the COUNTY may request. The COUNTY reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the COUNTY that such proposer is properly qualified to carry out the obligations of a contract and to deliver the services contemplated herein or the bid of any bidder who has previously failed to perform properly, or complete on time, contracts of a similar nature. Any

material misrepresentation or material falsification of information provided to the COUNTY in the proposer's bid submission, or at any point in the bid evaluation process, including any interview conducted, is grounds for rejection of the bid. In the event that the misrepresentation or falsification is not discovered until after any agreement is awarded, the agreement may be terminated at that time. A determination as to whether a misrepresentation or falsification of the bid submission is material shall be in the COUNTY's sole discretion. The COUNTY expressly reserves the right to reject the bid of any bidder who is in default on the payment of taxes, licenses, or other monies due the COUNTY.

The COUNTY reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a proposal to the COUNTY, the proposer consents to such an inquiry and agrees to make available to the COUNTY such books and records as the COUNTY deems necessary to conduct the inquiry.

PROPOSAL PRICING GUIDELINES

CONTRACTOR shall provide proposed fees and cost information as a part of this RFP. Fee schedules submitted in response to this RFP shall be no higher than the bidder's standard commercial rates for same services. Fees submitted may be used as a basis of negotiation with the successful contractor.

TERMINATION OF CONTRACT

The nature of this contract requires that the COUNTY and the CONTRACTOR must work closely as a mutually supporting team without conflict. The COUNTY shall retain the right to terminate this agreement at any time if the COUNTY believes this working relationship has been impaired, or the COUNTY no longer has complete confidence and satisfaction in the quality and performance of services by the CONTRACTOR. Therefore:

- A. This contract may be terminated for convenience, without cause by the COUNTY, in whole or in part, by giving the CONTRACTOR thirty (30) days written notice of the intent to terminate whenever the COUNTY determines that termination is in the best interest of the COUNTY. Should the contract be terminated for convenience, the CONTRACTOR shall be paid for all authorized services provided, including reasonable charges for demobilization. However, the CONTRACTOR shall not be paid any anticipated profit or fees for services not provided.
- B. If the CONTRACTOR shall fail to provide services or perform satisfactorily the work required by the terms and conditions of the contract, or materially breaches any of its obligations under this agreement the COUNTY may terminate the contract, in whole or in part.
- C. Any assignment, subletting, or transfer of the interest of the CONTRACTOR, either in whole or in part, shall be cause for the COUNTY to immediately terminate the agreement for default.
- D. Notwithstanding any other provisions of this agreement, this agreement may be terminated by the COUNTY upon a single violation of this agreement.

After receipt of a notice of termination, except as otherwise directed, the CONTRACTOR shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders for services, except as necessary for completion of such portion of the services not terminated; and settle all outstanding liabilities and claims.

RIGHT TO REQUIRE PERFORMANCE

The failure of the COUNTY at any time to require performance by the CONTRACTOR of any provisions hereof shall in no way affect the right of the COUNTY thereafter to enforce the same. Nor shall waiver by the COUNTY of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ETHICS IN PUBLIC CONTRACTING

Each offeror, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by submitting a bid, the offeror certifies that its bid was made without fraud; that it has not offered or received any kickbacks or inducements from any other offeror in connection with the offer; and that it has not conferred on any public employee, public member, or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. The offeror further certifies that no relationship exists between itself and the COUNTY or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the COUNTY.

Prior to the award of any contract, the potential CONTRACTOR may be required to certify in writing to the County that no relationship exists between the CONTRACTOR and any COUNTY employee, officer, official, or agent that interferes with fair competition or is a conflict of interest with respect to a contract with the COUNTY.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that an offeror has interest in more than one bid for the work solicited may result in rejection of all bids in which the offeror is believed to have an interest.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, CONTRACTOR agrees to the following:

- a) CONTRACTOR shall comply with all Federal, State of Hawaii, and County of Maui laws and ordinances related to employment practices.
- b) CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin, or ancestry, except when such a condition is a *bona fide* occupational qualification reasonably necessary for the normal operations of the CONTRACTOR. The CONTRACTOR agrees to post in conspicuous places, visible to both employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

CONTRACTOR, in all solicitations or advertisements for employees, placed by, or on behalf of the CONTRACTOR, shall state that CONTRACTOR is an Equal Opportunity Employer.

Tentative Selection Schedule

Issuance of RFP	February 3, 2017
Submission Deadline	March 7, Before 4:00pm
Selection Committee Evaluation	March 17, 2017
Award of Contract	March 31, 2017
Notice To Proceed	July 1, 2017

1.0 PROJECT OVERVIEW

1.1 Introduction

The COUNTY, through its Department of Transportation, is requesting proposals from qualified and experienced professionals to provide representation services in Washington D.C.; this position will basically serve as a liaison between the County of Maui and the United States Congress and Administration. Efforts shall focus upon obtaining federal funding for transportation, infrastructure, and guidance with FTA reporting requirements including NTD reporting and Metropolitan Planning Organizations.

1.1.1 Term of Contract

The contract period shall be for one year and start July 1, 2017, with an option to renew for an additional four years pending the availability of funds.

1.2 GENERAL INSTRUCTIONS

1.2.1 Competitive Selection

Evaluation factors outlined in Paragraph 1.2.2 below will be applied to all eligible responsible and responsive proposers in comparing proposals and selecting the successful proposal.

A proposer may be selected without discussion after proposals are received. Therefore, proposals should be submitted on the most favorable terms.

Please review Section 1.3 for a description of the proposal format.

1.2.2 Selection and Evaluation Factors

Each proposal will be evaluated and ranked by an advisory committee. Evaluation factors to be considered, and the corresponding weight for each, shall be as follows:

Cost	(30%)
Understanding of project requirements, and willingness to take ownership of project by working as independently as possible.	(25%)
Project Approach and Methodology	(20%)
Experience and qualifications of the firm and assigned personnel	(25%)

1.2.3 Inquiries

Inquiries beyond mere clarification, e.g. requests for material information, must be submitted in writing. Material information provided to one potential proposer shall be provided equally, in writing, to all. Failure to adhere to this requirement may render your firm non-responsive. All inquiries shall be directed to Transportation Director Don Medeiros.

Department of Transportation
Don Medeiros
2145 Kaohu Street, #102
Wailuku, HI 96793

Phone: (808) 270-7511
Fax: (808) 270-7505
don.mederios@co.maui.hi.us

1.2.4 Proposal Acceptance Period

All proposals must include a statement that proposals are valid for a minimal period of sixty (60) days subsequent to the submission deadline.

1.2.5 Negotiations

The COUNTY reserves the right to negotiate all elements that comprise the proposal to ensure the best possible consideration for the public benefit.

1.3 PROPOSAL FORMAT

Submitted proposals must follow the format outlined below and all requested information must be supplied. Failure to submit a complete proposal in the required format shall be considered non-responsive.

1. Letter of transmittal
2. Table of contents
3. Project understanding
4. Scope of work
5. Relevant experience
6. Project Team Resumes
7. Proposed costs
8. Statement of DBE participation

1.4 SCOPE OF WORK

The scope of work for this project shall include, but not be limited to, the following.

1. Conduct meetings with members of the United States Congress, the Administration, and other appropriate authorities regarding federal funding for the transportation and infrastructural needs of the County of Maui.
2. Propose and support federal legislation for the County's funding needs.
3. Recommend longer term federal funding opportunities.

4. Draft correspondence, reports, and legislation as necessary.

1.4.5 Deliverables

Prior to June 30, 2018 the consultant shall provide an annual report on the scope of work in Section 1.4 above. The report shall particularly emphasize (1) federal funding that has been obtained on behalf of the County; (2) federal funding that is pending and the steps necessary to finalize such funding; and (3) longer term funding opportunities and the steps necessary to secure such funding.

1.5 MISCELLANEOUS

1. A Bond will not be required for this RFP
2. One (1) original, three (3) copies and one electronic copy (CD/USB Flash Drive) must be received before 4:00pm, March 7, 2017 at the following address:

Department of Finance
Purchasing Division
County of Maui
2145 Wells Street, Suite 104
Wailuku, HI 96793

3. Hawaii Compliance Express (HCE). In accordance with Section 3-122-112, as amended, of the Hawaii Administrative Rules, the successful vendor must produce the following documents:
 - a. Tax Clearance
 - b. DLIR Certificate of Compliance
 - c. Certificate of Good Standing from the DCCA

The awarded vendor is encourage to use the Hawaii Compliance Express website to assist them in obtaining the above certificates. The state website is <http://vendors.ehawaii.gov>.

Attachment "B"



200 South High Street
Wailuku, HI 96793
www.mauimpo.org

April 20, 2018

County of Maui
Department of Transportation
2145 Kaohu Street
Trask Building, Suite 102
Wailuku, HI 96793
Attention: Director Don Medeiros

Dear Mr. Medeiros:

Re: FY2019 Maui MPO

Further your request, we confirm that the MPO will program \$62,500 from the County to match federal grants in FY2019.

A further approximately \$65,500 from the State will be used to match federal grants in FY2019. The difference between the County and the State funds is to utilize an unobligated portion of the State funds from FY2017.

The amount of federal grants to be programmed will be \$511,234 as set out below:

<i>Summary of Estimated FY 2019 Revenues and Programmed Expenditures</i>					
	FHWA-PL ²	FTA-5303	Local Match	Total	
FY2019 Expected Revenue	\$ 411,234	TBD ¹	\$ 125,000	\$	536,234
Estimated Unobligated Balance	\$ -	\$ 101,801	\$ 2,921	\$	104,722
Total Available Revenue	\$ 411,234	\$ 101,801	\$ 127,921	\$	640,956
Programmed Expenditures	\$ 411,234	\$ 100,000	\$ 127,809	\$	639,043

¹ As at April 11, 2018, FTA -5303 funds for FY 2019 was not determined.
² Includes \$200,000 provided by Oahu MPO's from its FFY2018 allocation

The Grant Revenue Funds will be programmed in a federally compliant Maui MPO Unified Planning Work Program (UPWP). The annual UPWP approved by the Maui MPO Policy Board serves as the budget for Maui MPO activities. Once approved by FTA and FHWA, the UPWP enables the Maui MPO to obligate federal planning funds and incur allowable expenses for federal reimbursement. The draft Maui MPO FY19 UPWP proposes just under \$640,000 for transportation planning on the island of Maui, to maintain federal compliance with MPO requirements and ensure that Maui continues to be eligible for federal transportation funding and is summarized as follows:

Summary of Expenditures Programmed for FY 2019 by Category

Cost Category	Total Budget
Staff Costs	\$ 269,848
Travel	\$ 13,400
Utility	\$ 2,200
Materials and Supplies	\$ 2,500
Consultant Contract	\$ 324,588
Rent	\$ 13,200
Other	\$ 13,306
TOTAL	\$ 639,043

Please contact me with any questions.

Yours truly,

(s) *L. Armstrong*

Lauren Armstrong
Executive Director

cc: Maui MPO Policy Board Members

ATTACHMENT "C"
 COUNTY OF MAUI DEPARTMENT OF TRANSPORTATION
 ITEMIZED BREAKDOWN OF 5307 URBANIZED AREA FORMULA PROGRAM

<u>FEDERAL FISCAL</u> <u>YEAR</u>	<u>COUNTY MATCH</u> <u>20%</u>	<u>FEDERAL FUNDING</u> <u>80%</u>	<u>TOTAL PROJECTED</u> <u>CAPTIAL COST</u>	<u>DESCRIPTION OF CAPITAL REQUESTED</u>	<u>NOTES</u>
FFY 2019	\$ 550,000.00	\$ 2,200,000.00	\$ 2,750,000.00	Purchase (4) Forty-Foot Heavy-Duty Low-Floor Front and Mid Door Body Accessible 12 year Transit Type Diesel Buses * Price per bus is based on current contract cost. Contract went out to bid in March 2018.	To replace the existing double deck, 25 pax and 40' buses that has exceeded it's useful life in the Maui Bus Fleet