



2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority
Board of Commissioners
Virtual Meeting Agenda

Tuesday, May 25, 2021

10:00 AM

Virtual

The New Orleans Regional Transit Authority does hereby certify that it is unable to hold a commission meeting under regular quorum requirements due to Covid-19. On authority of the Governor under Section 2 of Proclamation Number 84 JBE 2020, the next Commission meeting will be held via telephone and/or video conference on Tuesday, May 25, 2021 at 10:00 am. All efforts will be made to provide for observation and input by members of the public.

1. Call to Order

2. Roll Call

3. Consideration of Meeting Minutes

3a. [Meeting Minutes for April 27, 2021]

21-076

4. Reports

4a. RTA Chairman's Report

4b. Operations & Administration Committee Chairman's Report

4c. Finance Committee Chairman's Report

4d. Jefferson Parish Report

4e. RTA General Counsel's Report

4f. RTA Chief Executive Officer's Report

4g. DBE Report

5. Consent Agenda

To Award:

-
- 5a.** Vehicle Fluids and Lube [21-057](#)
- 5b.** Rampart Streetcar Line: Emergency Recovery Project Award Construction Project [21-062](#)
- 5c.** Transit Security Services [21-064](#)
- Grant Applications:
- 5d.** Proposed Grant Application Submittal-FY 2021 Section 5307 Allocated Funds [21-058](#)
- 5e.** Proposed Grant Application Submittal-FY 2021 Section 5339 Allocated Funds [21-059](#)
- 5f.** Proposed Grant Application Submittal-FY 2021 Section 5337 Allocated Funds [21-060](#)
- 6. Financial Statements**
- 7. Procurement Items**
- Authorization To Award:
- 7a.** Fixed Route Bus Purchase [21-073](#)
- 7b.** Para Transit Vehicle Purchase [21-078](#)
- 8.** RTA Ridership Incentives [21-074](#)
- 9.** Service Restoration/Phased New Links Implementation [21-075](#)
- 10.** Renewal of Various RTA Insurance Coverages 2021-2022 [21-061](#)
- 11.** RTA & DOTD Ferry Cooperative Endeavor Agreement: Amendment No. 8 [21-077](#)
- 12. New Business (UNANIMOUS VOTE REQUIRED TO CONSIDER)**
- 13. Audience Questions and Comments**
- 14. Executive Session (2/3RDS VOTE TO Consider)**
- 14a. Riverwalk v. Regional Transit Authority et al.
- 14b. Union Negotiations
- 15. Adjournment**
-



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 21-076

Board of Commissioners

[Meeting Minutes for April 27, 2021]



2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority Board of Commissioners

Meeting Minutes

Tuesday, April 27, 2021

10:00 AM

Virtual

The New Orleans Regional Transit Authority does hereby certify that it is unable to hold a commission meeting under regular quorum requirements due to Covid-19. On authority of the Governor under Section 2 of Proclamation Number 84 JBE 2020, the next Commission meeting will be held via telephone and/or video conference on Tuesday, April 27, 2021 at 10:00 am. All efforts will be made to provide for observation and input by members of the public.

1. Call to Order

2. Roll Call

3. Approval of Minutes

3a. [Board Meeting Minutes - March 23, 2021]

[21-055](#)

Commissioner Raymond moved and Commissioner Neal seconded to approve the minutes of March 23, 2021. The motion was approved unanimously approved

4. Reports

4a. RTA Chairman's Report

No Report.

4b. Jefferson Parish Report

No Report.

4c. RTA General Counsel's Report

Sundiata Haley stated that there was going to be an Executive Session.

4d. RTA Chief Executive Officer's Report

Alex Wiggins reported that the S&P Global Ratings revised its outlook to stable from negative and affirmed its 'A+' long-term rating on New Orleans Regional Transit Authority's (NORTA) outstanding sales tax revenue bonds.

Alex Wiggins was appointed to the Transit Research Board Panel.

Alex Wiggins reported that today the RTA was going to hold a Townhall meeting on COVID-19 Mental Health at 1:00 p.m. with Dr. Corey Hebert and it was going to be streamed live on the RTA's YouTube Channel.

Alex Wiggins reported that at the May meeting staff was going to roll out the pass information.

4e. DBE Report

Keziah Lee reported that the RTA has awarded \$1,836,085 in contracts of that amount \$375,870 was awarded to DBE/SBE Prime Contractors and the total DBE participation was 30%. The RTA has six ongoing projects with DBE participation and there were no new contracts awarded with DBE participation since last month report.

Keziah Lee reported that there was one new project awarded to a SBE for the Repair of the Broken Sewer Line Project with a value of \$238,795.

Keziah Lee reported on Wednesday, April 7, 2021 the DBE Program held a Webinar so that DBE's can learn more about the RTA's DBE Program. The Webinar included four components on how to become certified as a DBE. Adonis Expose discussed the Procurement process from A-Z and two Project Managers spoke on two up and coming projects the New Orleans East Maintenance Building and the Napoleon Building Project.

In response to Chairman Daniels, Keziah Lee stated that the project time-line would be added to the Current DBE Project Table.

Chairman Daniels stated that he was on the Governor's Climate Initiatives Task Force and the Task Force was going to discuss Procurement Practices and minority owned business and the RTA has the experience most agencies don't have and was very successful in this area, so the RTA was asked to advise the task force in this area.

5. Consent Agenda

adopted

5a. New Flyer Proprietary Parts

[21-029](#)

Commissioner Wegner moved and Commissioner Raymond seconded to adopt the New Flyer Proprietary Parts. Resolution No. 21-021 was adopted unanimously.

approved

Enactment No: 21-021

5b. CARES Act Funding [21-032](#)

Commissioner Wegner moved and Commissioner Raymond seconded to adopt the CARES Act Funding. Resolution No. 21-022 was adopted unanimously.

approved

Enactment No: 21-022

5c. Louisiana Compliance Questionnaire [21-039](#)

Commissioner Wegner moved and Commissioner Raymond seconded to adopt the Louisiana Compliance Questionnaire . Resolution No. 21-023 was adopted unanimously.

approved

Enactment No: 21-023

5d. Resolution to Ratify Purchase of Inventory [21-040](#)

Commissioner Wegner moved and Commissioner Raymond seconded to adopt the Resolution to Ratify Purchase of Inventory. Resolution No. 21-024 was adopted unanimously.

approved

Enactment No: 21-024

6. Ratifications

adopted

6a. 5339 Bus and Bus Facilities: Large Urban Areas-REVISED REPORT [21-035](#)

Yolanda Rodriquez stated that this agenda item was on the March Board Agenda and on that agenda staff was asking for \$1.5 Million for the 5339 Bus and Bus Facilities Urban Areas and the RTA was actually awarded \$1.3 Million for this particular grant.

Commissioner Walton moved and Commissioner Raymond seconded to ratify the adoption of the 5339 Bus and Bus Facilities Large Urban Areas - Revised Report. Resolution No. 21-022 was ratified unanimously.

In response to Chairman Daniels, Alex Wiggins reported that additional training would be required for our maintenance employees to work on the low or no admission buses.

Chairman Daniels stated that this administration was pushing hard on electrification and other ways of reducing our carbon footprint, increase efficiencies in the long term, increasing our maintenance opportunities and

decreasing maintenance costs.

In response to Commissioner Walton, Alex Wiggins stated that staff was going out for a RFP for the vehicles in about 30 days. These vehicles would be the replacement vehicles for the supervisors.

approved

Enactment No: 21-025

7. Financial Statements

Gizelle Banks reported that she was reporting on the February 28, 2021 Financials.

Gizelle Banks reported that the actual February ridership of 458K underperformed the budget by 12.7% of 142K passengers. Along with 2020 ridership, Pre-COVID ridership from 2019 is also included to illustrate the significant disparity in passengers due to the pandemic.

Gizelle Banks reported that the Operating Cost per Unlinked Passenger Trip 2021 vs. 2019 (Pre-COVID) the disproportionate reductions in ridership and expenses as a result of the pandemic have more than doubled and even tripled pre-COVID costs per passenger trip. The cost per trip for February was \$19 per trip and in January \$13 per trip and pre COVID the cost was \$6 and \$5.

Gizelle Banks reported that the Ferry - Operating Cost per Unlinked Passenger Trip 2021 vs. 2019 (Pre-COVID) - Similarly, ferry operations has experienced significantly higher operating costs per passenger trip since the onset of the pandemic.

Gizelle Banks reported that the Farebox Recovery Rates 2021 vs. 2019 (Pre-COVID) - With dramatically fewer passenger boarding's because of the pandemic, fare revenue is offsetting a significantly lower percentage of operating expenses.

In response to Commissioner Bryan, Gizelle Banks reported that there was a direct correlation between the RTA's operating expenses and the farebox recovery so as the farebox rate increase the farebox recovery rate decrease and as the expenses decreased or revenue increases the farebox recovery rate increases.

Alex Wiggins reported that on the bus side the farebox recovery ratio for the industry was between 20% and 25%.

Gizelle Banks reported that the Operating Revenues (Budget, Actual & Prior Year) - The adverse impact of the COVID-19 pandemic on Operating Revenues is quite apparent in the February 2020-to-current year comparisons. Passenger Fares continue to fall short of projections. Actual City of New Orleans Sales Tax collections have been received for January. These proceeds exceeded the budget by \$507K.

Gizelle Banks reported that the Operating Revenues (Actual) - Of the \$5.3 Million in Operating Revenues, 78% or \$4.1 Million is derived from General Use Sales Taxes.

Gizelle Banks reported that Operating Expenses - Labor and Fringe Benefits, the largest expenditure, comprised 79% of this month's actual expenses. The contrast in 2020 and current year results for Labor and Fringe Benefits and Services is directly related to the transition from the O&M contractual arrangement with Transdev to 100% in-house operations.

Gizelle Banks reported that Net Revenue (Before and After Government Assistance) - Net Revenue (After Government Assistance) totaled (\$2.3) Million for the month of February. This is largely because there has been no distribution of CARES ACT Funding for the month as well as for the years.

Gizelle Banks reported that the Capital Expenditures and Debt Service - As result of the bond refinancing in September 2020, Debt Service was dramatically reduced by \$526K from prior year actuals for the month and by \$1.1 Million year-to-date.

Gizelle Banks reported that Operating Reserve - To offset the adverse position of Net Revenue (After Government Assistance), approximately \$2.9 Million from Restricted Operating/Capital was used.

Gizelle Banks reported that Maritime Operations - The impact of the COVID-19 pandemic is evident with maritime operations as well. Passenger fare revenue dropped by 50% when compared to February 2020. In contrast, February 2021 operating expenses fared better when compared to the prior year; as the fleet underwent major repairs last year. Also, the new vessels were not in operation until October 2020.

Chairman Daniels wanted to acknowledge the team for the great work done on the Budget.

Chairman Daniels stated that RTA revenue was down by more than 60% and the fare revenue was about 10% of the RTA budget.

Commissioner Neal stated that the RTA need to right size fares for all the local riders.

8. Procurement Items

9. Grants

adopted

- 9a.** FY2021 Department of Homeland Security: Transit Security Grant

[21-052](#)

Commissioner Wegner moved and Commissioner Sarwar seconded to adopt the FY 2021 Department of Homeland Security Transit Security Grant. Resolution 21-026 was adopted unanimously.
approved

Enactment No: 21-026

10. New Business (UNANIMOUS VOTE REQUIRED TO CONSIDER)

None.

11. Audience Questions and Comments

PLEASE NOTE: Persons wishing to submit public comments must either enter their full name in the chat sections of the Zoom meeting to provide comments during the meeting or email your comments to rtaboard@rtaforward.org to have your comments read aloud at the meeting.

No one signed up to speak.

In response to Commissioner Neal, Alex Wiggins reported that staff would like to expand the operations along the river and has had a lot of interest from the City of Gretna and Westwego and a demonstration ride would be setup to from Canal Street to Gretna and Canal Street to Audubon Park and the goal was to make sure that the RTA can cover the operations cost.

Alex Wiggins reported that he would like to present to the Board a Revised 2021 Budget for consideration and thanked the staff for doing a great job with the Budget.

12. Executive Session (2/3RDS VOTE TO Consider)

The Board went into Executive Session at 11:30 a.m.

adopted

- 12a. Riverwalk Marketplace (New Orleans), LLC v. Regional Transit Authority and New Orleans Building Corporation Civil District Court No. 2021-3382, Division "J" Section-15

13. Adjournment

Commissioner Sarwar moved and Commissioner Wegner seconded to adjourn the Board Meeting of April 27, 2021. The motion was approved unanimously.

adjourned



Board Report and Staff Summary

File #: 21-057

Board of Commissioners

Vehicle Fluids and Lube

| | |
|---|---|
| DESCRIPTION: For the purchase and Vehicle fluids and lube, such as oil, antifreeze, DEF, and grease. | AGENDA NO: Click or tap here to enter text. |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other | |

RECOMMENDATION:

Authorize the Chief Executive Officer to award a contract for the purchase of vehicle fluids and lube from McPherson Oil.

ISSUE/BACKGROUND:

All of our vehicles at RTA required oil, grease, other fluids and lube for both operation and maintenance purposes. The Maintenance Department is seeking to award a contract to McPherson oil after conducting a sealed competitive bid process to supply those needed vehicle fluids and lube.

DISCUSSION:

From buses to streetcars, they all need a variety of different fluids and lubricants to stay running. The team is seeking a two-year contract with a company that can supply those needs with two one-year extension options.

In addition to normal vehicle fluids and lubricants such as oil, coolant, and grease, this will also include the purchase of DEF(Diesel Exhaust Fluid) fluid. DEF is an emissions system fluid that is essential to all of our 2012 and newer buses to burn harmful emissions produced by diesel engines.

The RTA has completed a competitive sealed bid process to get bids on the necessary fluids and lubes for Bus, Rail, and support fleet. After evaluating expected costs associated with our fleets concerning fluid and lube usage, it is recommended to award the contract for the procurement of fluids and lube to The McPherson Companies, Inc.

FINANCIAL IMPACT:

The funding would be through local funding, the expected cost is estimated at \$325,146.00 per year and \$650,292.00 for two years.

NEXT STEPS:

When approved to proceed, the team will continue to develop this proposal in accordance with the Notice of Funding and the contract award.

ATTACHMENTS:

1. Resolution
2. Routing sheet
3. Administrative Review Form
4. The McPherson Companies Bid Submission
5. Procurement Summary

Prepared By: Ryan Moser
Title: Maintenance Manager

Reviewed By: Raymundo Delgadillo
Title: Director of Bus Maintenance

Reviewed By: Thomas Stringer
Title: Chief Operations Officer



5/3/2021

Alex Wiggins
Chief Executive Officer

Date



RESOLUTION NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO AWARD A CONTRACT TO THE MCPHERSON COMPANIES INC,
FOR THE SUPPLY OF VEHICLE FLUIDS AND LUBE**

Introduced by Commissioner _____,
seconded by Commissioner _____.

WHEREAS, the Board of Commissioners of the Regional Transit Authority (RTA) previously authorized staff to solicit bids for Vehicle Fluids and Lube.

WHEREAS, the staff issued an Invitation for Bid Solicitation (IFB) 2021-001 for the acquisition of vehicle fluids and lube.

WHEREAS, two (2) bids were received and one (1) bid was deemed non-responsive after staff reviewed the bids in accordance with requirements prescribed by the RTA, Louisiana Public Bid Law, and the Federal Transit Administration; and

WHEREAS, the staff held a public bid opening and The McPherson Companies was determined responsive after completion of a price element review submitted in its bid which met the requirements of the RTA, FTA and all state and local guidelines; and

WHEREAS, staff evaluated all cost components submitted by vendor and determined the price to be fair and reasonable; and



RESOLUTION NO. _____

Page 2

WHEREAS, funding for this two year project is made available through, local funding for a total cost of SIX HUNDRED FIFTY THOUSAND TWO HUNDRED NINETY TWO DOLLARS AND ZERO CENTS (\$650,292.00).

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the RTA that the Chairman of the Board, or his designee, is authorized to execute a contract with The McPherson Companies Inc.

THE FOREGOING WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE ___ DAY OF _____ .

**FLOZELL DANIELS
CHAIRMAN
BOARD OF COMMISSIONERS**



F. Funding Source: Federal State Local Other: _____

Funds are specifically allocated in the Department's current fiscal year budget or in a grant to cover this expenditure as follows:

Total Amount Available \$ 209,450 _____
 Projected Cost \$ 432,000 _____
 Previous Cost (if applicable) \$ _____
 FTA Grant No.(s) _____

Line Item(s) _____
 Operations/Department Code _____
 Budget Code(s) 1430002.8070.03101
 1430099.8070.03103
 1450006.8070.031

 Budget Analyst Date

G. DBE/SBE Goal: 0 % DBE _____ % Small Business

 Director of Small Business Development Date
Kayla S. Cauthorne
 DBE/EEO Compliance Manager Date 2/3/2021

H. Authorizations: I have reviewed and approved the final solicitation document.

 Department Head Signature Date

 Division Manager Date

 Director of Procurement Date

FOR PROCUREMENT USE ONLY
 Type of Procurement Requested: (circle one) **IFB** **RFQ** **RFP** **SS** **TWO-STEP**
Invitation for Bid (IFB) This competitive method of awarding contracts is used for procurements of more than \$25,000 in value. The agency knows exactly what and how many of everything it needs in the contract, as well as when and how the products and services are to be delivered. The award is generally based on price.
Request for Quote (RFQ) This type of solicitation is often used to determine current market pricing.
Request for Proposal (RFP) This approach to contracting occurs when the agency isn't certain about what it wants and is looking to you to develop a solution and cost estimate.
Sole Source (SS) this procurement can be defined as any contract entered into without a competitive process, based on a justification that only one known source exists or that only one single supplier can fulfill the requirements.
Two-step Procurement - request for qualifications step-one used in the formal process of procuring a product or service, It is typically used as a screening step to establish a pool of vendors that are then qualified, and thus eligible to submit



responses to a request for price proposal (RFP). In this two-step process, the response to the RFQ will describe the company or individual's general qualifications to perform a service or supply a product, and RFP will describe specific details or price proposals.

Chief Financial Officer

Date

Chief Executive Officer

Date

Fluids and Lube

TECHNICAL SPECIFICATIONS

SCOPE

The Regional Transit Authority has a need to purchase maintenance fluids and lubes for our transportation vehicles. The listed specifications below are for purchase and delivering bulk fluids and lube for Bus, Paratransit, and streetcar.

Requirements:

1. All items must be delivered with two days of ordering
2. Must have waste fluid pickup option for oil and antifreeze
3. Below is a list of the specification requirements:
4. Two-year contract with two one-year options

| Fluid type | Delivery Type | Frequency |
|---|----------------------|----------------------------------|
| 15w-40 Motor oil, semi-synthetic | Bulk | 400-500 gal. every two weeks |
| 5W-30 synthetic motor oil | Bulk | 200 Gal every five months |
| ATF Synthetic Multi-Purpose (Allison TES 295 Approved) | Bulk | 100-165 Gals. Every three months |
| 85W-140 Gear oil Conventional | 55 Gal Drum | 2 Drums every two months |
| 85W-90 Gear oil Conventional | 55 Gal Drum | 2 Drums every five months |
| Mobile Grease XHP 222 Special Multipurpose Chasis grease (or equivalent) | 55 Gal Drum | 1 Drum Every eight months |
| NUTO H 32 Hydraulic Oil | 5 gal. pail | As needed |
| Grease NLGI-LB qualified for wheel bearings | 120 Lbs. Keg | 4 Kegs every four months |
| M-DTE 10 Excel 32 non-conductive | 5 gal. Pail | As needed |
| M-DTE 10 Excel 15 | 5 Gal. pail | As needed |
| DEF Fluid | (2) 330 Tote Refills | Every month |
| Antifreeze – HD Extended life NMOAT Ethyleenglycol based mixed with water, ready to use - 34F -265F. With protectants from metal corrosion. | Bulk | 400 gal every two weeks |

- If name brands are given an equivalent to may be used.

**Regional Transit Authority
Administrative Review Form**

Project Name: VEHICLE FLUIDS AND LUBE

Type of Solicitation: IFB 2021-001 DBE/SBE Participation Goal: 0% Number of Respondents: 2

| Prime, Primary Contact and Phone Number | DBE and Non-DBE Subconsultants | DBE Commitment Percentage | Price (RFP and ITB ONLY) |
|---|--------------------------------|---------------------------|--------------------------|
| Prime The McPherson Companies, Inc Contact: Ryan Harrison Phone: 205-661-4400 | N/A | 0% | |
| Prime: Retif Oil & Fuel Contact: Bob Gaudet Phone: | N/A | 0% | |

*Indicates certified DBE or SLDBE firm that will contribute to the project's participation goal

| Prime Firm Name | Required Items | | | | | | | | |
|------------------------------|----------------------------|---------------|-----------------|-----------------|--------------------------|------------------------|------------------|------------------------------|---------|
| | LA Uniform Public Work Bid | Non Collusion | Debarment Prime | Debarment Lower | Restrictions on Lobbying | Buy America Compliance | Participant Info | Affidavit of Fee Disposition | Addenda |
| The McPherson Companies, Inc | Y | Y | Y | Y | Y | Y | Y | N/A | Y |
| Retif Oil & Fuel | Y | N | N | N | N | N | N | N | Y |

Review and verification of the above required forms, the below listed vendor is hereby found responsive to this procurement.

Vendor Name: The McPherson Companies

Certified by: Name and Title Adonis C. Expose', Contract Administrator II

Procurement Personnel Only

| Prime Firm Name | Bid Bond | Insurance | Responsiveness Determination | Responsible Determination | | | | | |
|------------------------------|----------|-----------|------------------------------|---------------------------|---------|---------------------|-------------------|---------------------|----------------------------|
| | | | Certifications /Licenses | Facilities/ Personnel | SAM.Gov | Previous Experience | Years in Business | Financial Stability | LA License No. if required |
| The McPherson Companies, Inc | N/A | Y | Y | N/A | Y | Y | 50 | Y | N/A |
| Retif Oil & Fuel | N/A | N | Y | N/A | Y | Y | | N/A | N/A |

Review and verification of the above "checked" forms, the below listed vendor is hereby found responsible for award of this procurement.

Vendor Name: The McPherson Companies.

Certified by: Name and Title Adonis C. Expose', Contract Administrator II

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Regional Transit Authority
ATTN: Procurement Department
2817 Canal Blvd.
New Orleans, LA 70119
(Owner to provide name and address of owner)

BID FOR: Vehicle Fluids and Lube
IFB No. 2021-001

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Regional Transit Authority and dated: February 25, 2021.

(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**:

No. 1 Dated: 3/15/21 No. _____ Dated: _____ No. _____ Dated: _____

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

Fourteen Thousand One Hundred Sixty and Ninety-Five Cents Dollars (\$ 14,160.95)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

Thirteen Thousand Five Hundred Fifty-Six and Ninety-Five Cents Dollars (\$ 13,556.95)

Alternate No. 2 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

_____ Dollars (\$ _____)

Alternate No. 3 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

_____ Dollars (\$ _____)

NAME OF BIDDER: The McPherson Companies, Inc.

ADDRESS OF BIDDER: 5051 Cardinal Street, Trussville, AL 35173

LOUISIANA CONTRACTOR'S LICENSE NUMBER OR TAX IDENTIFICATION NUMBER: 63-0657937

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Ryan Harrison

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Government & Municipal Sales Contract Manager

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A) (1) (c) or RS 38:2212(O).

LOUISIANA UNIFORM PUBLIC WORK BID FORM UNIT PRICE FORM

TO: Regional Transit Authority
Attn: Procurement Department
2817 Canal Blvd.
New Orleans, LA 70119

BID FOR: IFB 2021-001
Vehicle Fluids and Lube

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

| | | | | |
|--|--|------------------|------------|---|
| DESCRIPTION : | X Base Bid or <input type="checkbox"/> Alt.# <input checked="" type="checkbox"/> BULK Delivery DELVAC SUP 1300 15W40 BULK GA | | | |
| LIN 1 | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 15w-40 Motor oil, semi- synthetic | 400-500 | Gallons | \$9.50 | \$3,800.00 |

| | | | | |
|---------------------------------|---|------------------|------------|---|
| DESCRIPTION : | X Base Bid or <input type="checkbox"/> Alt.# <input checked="" type="checkbox"/> BULK Delivery PROTECK ELITE FULL SYN DEXOS 5W30 BULK | | | |
| LIN 2 | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 5W-30 synthetic motor oil | 200 | Gallons | \$6.99 | \$1,398.00 |

| | | | | |
|---|--|------------------|------------|---|
| DESCRIPTION : | X Base Bid or <input type="checkbox"/> Alt.# <input type="checkbox"/> BULK Delivery MAG 1 FULL SYN HD ATF 55GA | | | |
| LIN 3 | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| ATF Synthetic Multi- Purpose (Allison TES 295 Approved) | 100-165 | Gallons | \$19.95 | \$1,995.00 |

| | | | | |
|-------------------------------------|---|------------------|------------|---|
| DESCRIPTION : | X Base Bid or <input type="checkbox"/> Alt.# <input checked="" type="checkbox"/> DRUM MOBILUBE HD PLUS 85W140 400LB | | | |
| LIN 4 | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 85W-140 Gear oil Conventional | 55 | Gallons | \$15.38 | \$845.63 |

| | | | | |
|------------------------------------|---|------------------|------------|---|
| DESCRIPTION : | X Base Bid or <input type="checkbox"/> Alt.# <u>X</u> DRUM MOBILUBE HD PLUS 80W90 400LB | | | |
| LIN 5 | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 85W-90 Gear oil Conventional | 55 | Gallons | \$15.38 | \$845.63 |

| | | | | |
|--|--|------------------|------------|---|
| DESCRIPTION : | X Base Bid or <input type="checkbox"/> Alt.# <u>X</u> DRUM MOBILGREASE XHP 222 396.832LB | | | |
| LIN 6 | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| Mobile Grease XHP 222 Special Multi purpose Chasis grease (or equivalent) | 55 | Gallons | \$20.10 | \$1,105.50 |

| | | | | |
|-------------------------------|--|------------------|------------|---|
| DESCRIPTION : | X Base Bid or <input type="checkbox"/> Alt.# <u>X</u> PAIL MOBIL NUTO H 32 5GA | | | |
| LIN 7 | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| NUTO H 32 Hydraulic Oil | 5 | Gallons | \$6.90 | \$34.50 |

| | | | | |
|---|---|------------------|------------|---|
| DESCRIPTION : | X Base Bid or <input type="checkbox"/> Alt.# <u>X</u> KEG MOBILGREASE XHP 222 121.254LB | | | |
| LIN 8 | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| Grease NLGI-LB qualified for wheel bearings | 120 | LBS. | \$2.76 | \$331.20 |

| | | | | |
|--|--|------------------|------------|---|
| DESCRIPTION : | X Base Bid or <input type="checkbox"/> Alt.# <u>X</u> PAIL MOBIL DTE 10 EXCEL 32 5GA | | | |
| LIN 9 | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| M-DTE 10 Excel 32 non- conductive | 5 | Gallons | \$17.65 | \$88.25 |

| | | | | |
|----------------------|---|------------------|------------|---|
| DESCRIPTION : | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <input checked="" type="checkbox"/> PAIL MOBIL DTE 10 EXCEL 15 5GA | | | |
| LIN 10 | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| M-DTE 10 Excel 15 | 5 | Gallons | \$17.65 | \$88.25 |

| | | | | |
|---------------|---|------------------|------------|---|
| DESCRIPTION : | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <input checked="" type="checkbox"/> TOTE REFILLS DIESEL EXHAUST FLUID BLK GA | | | |
| LIN 11 | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| DEF Fluid | 660 | Gallons | \$1.65 | \$1,089.00 |

| | | | | |
|--|--|------------------|------------|---|
| DESCRIPTION : | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <input checked="" type="checkbox"/> BULK PROTECK HD ELC TRK 50/50 BLK | | | |
| LIN 12 | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| Antifreeze – HD Extended life NMOAT Ethyleenglycol based mixed with water, ready to use -34F - 265F. With protectants from metal corrosion | 400 | Gallons | \$6.35 | \$2,540.00 |

All quantities are estimated.

NOTE: RTA reserves the right to award all of the IFB items to one technically acceptable Contractor or to split the award to two technically acceptable Contractors based on economic feasibility.

3/15/2021

REGIONAL TRANSIT AUTHORITY

PUBLIC NOTICE

IFB 2021-001 Vehicle Fluids and Lube

Addendum I

Acknowledge receipt of this addendum in the bid submission. This addendum is a part of the Contract Documents and shall be included in the Contract Documents. Changes made by the addenda take precedence over information published at an earlier date.

Invitation For Bid No. 2021-001 has been amended as follows:

Questions received in writing:

Q1. 1. Contract Length 2. Firm Pricing or escalation clause 3. Current Vendor 4. Current Pricing 5. Length of previous contract / current vendor 6. Bid tabulation of previous RFQ 5. Locations 6. Tank Sizes

A1. It is a two-year contract with two one-year options. An escalation clause would be fine as fluids change. This would be a new contract. There is no current vendor/contract or bid tabulations from a previous RFQ.

Tank sizes:

Canal Facility

15w40 motor oil tank 2000 gallons

The coolant tank holds 1000 gallons

The transmission tank holds 1000 gallons

East New Orleans Facility

Coolant tank 330 gallons

5w30 motor oil tank 330 gallons

**Alex Wiggins
Chief Executive Officer
Regional Transit Authority**



LOUISIANA UNIFORM PUBLIC WORK BID FORM UNIT PRICE FORM

TO: Regional Transit Authority
Attn: Procurement Department
2817 Canal Blvd.
New Orleans, LA 70119

BID FOR: IFB 2021-001
Vehicle Fluids and Lube

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

| | | | | |
|----------------------------------|--|------------------|----------------------------|---|
| DESCRIPTION : | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <input checked="" type="checkbox"/> BULK Delivery | | PROTECK ELITE K 15W40 BULK | |
| LIN 1 | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 15w-40 Motor oil, semi-synthetic | 400-500 | Gallons | \$7.99 | \$3,196.00 |

| | | | | |
|---------------------------|--|------------------|--|---|
| DESCRIPTION : | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <input checked="" type="checkbox"/> BULK Delivery | | PROTECK ELITE FULL SYN DEXOS 5W30 BULK | |
| LIN 2 | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 5W-30 synthetic motor oil | 200 | Gallons | \$6.99 | \$1,398.00 |

| | | | | |
|--|---|------------------|----------------------------|---|
| DESCRIPTION : | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <input type="checkbox"/> BULK Delivery | | MAG 1 FULL SYN HD ATF 55GA | |
| LIN 3 | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| ATF Synthetic Multi-Purpose (Allison TES 295 Approved) | 100-165 | Gallons | \$19.95 | \$1,995.00 |

| | | | | |
|-------------------------------|---|------------------|-------------------------------|---|
| DESCRIPTION : | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <input checked="" type="checkbox"/> DRUM | | MOBILUBE HD PLUS 85W140 400LB | |
| LIN 4 | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 85W-140 Gear oil Conventional | 55 | Gallons | \$15.38 | \$845.63 |

| | | | | |
|------------------------------------|--|------------------|------------------------------|---|
| DESCRIPTION : | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>X</u> DRUM | | MOBILUBE HD PLUS 80W90 400LB | |
| LIN 5 | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 85W-90 Gear oil Conventional | 55 | Gallons | \$15.38 | \$845.63 |

| | | | | |
|--|--|------------------|-------------------------------|---|
| DESCRIPTION : | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>X</u> DRUM | | MOBILGREASE XHP 222 396.832LB | |
| LIN 6 | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| Mobile Grease XHP 222 Special Multi purpose Chasis grease (or equivalent) | 55 | Gallons | \$20.10 | \$1,105.50 |

| | | | | |
|-------------------------------|--|------------------|---------------------|---|
| DESCRIPTION : | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>X</u> PAIL | | MOBIL NUTO H 32 5GA | |
| LIN 7 | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| NUTO H 32 Hydraulic Oil | 5 | Gallons | \$6.90 | \$34.50 |

| | | | | |
|---|---|------------------|-------------------------------|---|
| DESCRIPTION : | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>X</u> KEG | | MOBILGREASE XHP 222 121.254LB | |
| LIN 8 | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| Grease NLGI-LB qualified for wheel bearings | 120 | LBS. | \$2.76 | \$331.20 |

| | | | | |
|--|--|------------------|---------------------------|---|
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| LIN 10 | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| M-DTE 10 Excel 15 | 5 | Gallons | \$17.65 | \$88.25 |

| | | | | |
|---------------|--|------------------|------------|---|
| DESCRIPTION : | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>X</u> TOTE REFILLS DIESEL EXHAUST FLUID BLK GA | | | |
| LIN 11 | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| DEF Fluid | 660 | Gallons | \$1.65 | \$1,089.00 |

| | | | | |
|---|---|------------------|------------|---|
| DESCRIPTION : | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>X</u> BULK PROTECK HD ELC TRK 50/50 BLK | | | |
| LIN 12 | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| Antifreeze – HD Extended life NMOAT Ethyleenglyc ol based mixed with water, ready to use -34F - 265F. With protectants from metal corrosion | 400 | Gallons | \$6.35 | \$2,540.00 |

All quantities are estimated.

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REGIONAL TRANSIT AUTHORITY

PUBLIC NOTICE

IFB 2021-001 Vehicle Fluids and Lube

Addendum I

Acknowledge receipt of this addendum in the bid submission. This addendum is a part of the Contract Documents and shall be included in the Contract Documents. Changes made by the addenda take precedence over information published at an earlier date.

Invitation For Bid No. 2021-001 has been amended as follows:

Questions received in writing:

Q1. 1. Contract Length 2. Firm Pricing or escalation clause 3. Current Vendor 4. Current Pricing 5. Length of previous contract / current vendor 6. Bid tabulation of previous RFQ 5. Locations 6. Tank Sizes

A1. It is a two-year contract with two one-year options. An escalation clause would be fine as fluids change. This would be a new contract. There is no current vendor/contract or bid tabulations from a previous RFQ.

Tank sizes:

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The coolant tank holds 1000 gallons

The transmission tank holds 1000 gallons

East New Orleans Facility

Coolant tank 330 gallons

5w30 motor oil tank 330 gallons

**Alex Wiggins
Chief Executive Officer
Regional Transit Authority**

**CERTIFICATION ON PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS**

The Primary Participant (Potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements in this certification, the participants shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT, (POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT, CERTIFIES OR AFFIRMS THAT TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ ARE APPLICABLE HERETO.

COMPANY The McPherson Companies, Inc.

ADDRESS 5051 Cardinal Street, Trussville, AL 35173

DATE 3/22/21



Signature of Offeror's Authorized Representative

BUY AMERICA

CERTIFICATE OF COMPLIANCE WITH SECTION 165(a)

The bidder or proposer hereby certifies that it will comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Date 3/22/21

Signature 

Company Name The McPherson Companies, Inc.

Title Govt. & Municipal Sales Contract Manager

RTA Project No. IFB 2021-001 Vehicle Fluids and Lube

NON-COLLUSION AFFIDAVIT

STATE OF Alabama

PARISH OF Jefferson County

Ryan Harrison, being first duly sworn, deposes and says that:

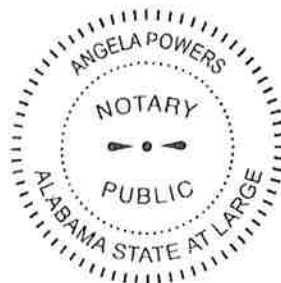
- (1) He is (Owner) (Partner) (Officer) (Representative) or (Agent), of The McPherson Companies, Inc., the Contractor that has submitted the attached bid;
- (2) Such Bid is genuine and is not a collusive or sham Bid.
- (3) The attached bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly colluded, conspired connived or agreed with any bidder or anyone else to put on a sham bid, or refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit, or cost element of such bid price or that of any other bidder, or to secure any advantage against RTA or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual; and further that said bidder will not pay or agree to pay directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any individual, for aid or assistance in securing contract above referred to in the event the same is awarded to said bidder.

Signed: *Ryan Harrison*

Title: Govt. & Municipal Sales Contract Manager

Sworn to me and subscribed in my presence this 22 day of MARCH 2021, A.D.,

Angela Powers
NOTARY PUBLIC



**CERTIFICATION REGARDING DEBARMENT
SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION - LOWER TIER COVERED TRANSACTION**

1. The prospective lower tier participant certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this offer.
3. The Lower-Tier participant (Potential Contractor under a major Third Party Contract), certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C., 3801 ET SEQ are applicable thereto.

COMPANY The McPherson Companies, Inc.

ADDRESS 5051 Cardinal Street, Trussville, AL 35173

DATE 3/22/21



Signature of Offeror's Authorized Representative

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Ryan Harrison Govt. & Municipal Sales Contract Manager hereby certify on
(Name and Title of Offeror Official)

behalf of The McPherson Companies, Inc. that:
(Name of Offeror)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-I.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 22ND day MARCH, 2021.

BY Ryan Harrison

Witnesses: [Signature]
(Signature of Authorized Official)

Govt. & Municipal Sales Contract Manager
(Title of Authorized Official)

Sworn to and subscribed before me on this 22 day of MARCH, 2021.

Notary Public In and For JEFFERSON Parish/County

State of ALABAMA

PARTICIPANT INFORMATION FORM

All offerors are required to submit the information contained on this form. This information is a condition of submitting an offer to the RTA. Offerors must insure that **ALL** sub-contractors, sub-contractors or others at all tiers, which are proposed to be used or used under any agreement issued by RTA have submitted an executed copy of this form. RTA is required to maintain this information by the Federal Transit Administration and it is not subject to waiver.

Firm Name The McPherson Companies, Inc.

Firm Address 5051 Cardinal Street, Trussville, AL 35173

Telephone Number 205.661.4400 / 888.802.7500

Fax Number 205.661.4597

E-Mail Address rharrison@mcpersonoil.com

Firm's status as Disadvantaged Business Enterprise (DBE) or Non-DBE Non-DBE

Age of the firm 50 years

Annual gross receipts of the firm _____

Prime or Sub-Contractor Prime

NAICS code (s) 484220

I certify to the best of my knowledge that the above information is true and correct:

Signature 

Title Govt. & Municipal Sales Contract Manager

Date _____

RTA Project No. IFB 2021-001 Vehicle Fluids and Lube

FAILURE TO PROVIDE AN EXECUTED COPY OF THIS FORM AS STIPULATED HEREIN MAY PRECLUDE YOUR OFFER FROM CONSIDERATION FOR AWARD.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|--|---------------|
| PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 | | |
| | E-MAIL ADDRESS: | | |
| INSURED The McPherson Companies, Inc. 5051 Cardinal Street Trussville AL 35173 USA | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Zurich American Ins Co | | 16535 |
| | INSURER B: American Zurich Ins Co | | 40142 |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| INSURER F: | | | |

COVERAGES **CERTIFICATE NUMBER:** 570081859669 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|----------|----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | GL0348719812 | 04/01/2020 | 04/01/2021 | EACH OCCURRENCE: \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$500,000 MED EXP (Any one person): \$10,000 PERSONAL & ADV INJURY: \$2,000,000 GENERAL AGGREGATE: \$4,000,000 PRODUCTS - COM/POP AGG: \$4,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | BAP 3487197-12 | 04/01/2020 | 04/01/2021 | COMBINED SINGLE LIMIT (Ea accident): \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | | | | EACH OCCURRENCE AGGREGATE |
| B | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | WC348719612 | 04/01/2020 | 04/01/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT: \$1,000,000 E.L. DISEASE-EA EMPLOYEE: \$1,000,000 E.L. DISEASE-POLICY LIMIT: \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance.

CERTIFICATE HOLDER**CANCELLATION**

The McPherson Companies, Inc.
 5051 Cardinal Street
 Trussville AL 35173 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
 AUTHORIZED REPRESENTATIVE
Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570081859669



PROCUREMENT SUMMARY IFB 2021-001

REQUIREMENTS

A Solicit Request Routing Sheet for Vehicle Fluids and Lube with attached scope of work was received by Procurement from Executive Office on February 18, 2021.

There was no DBE goal for this solicitation.

Procurement Policy:

The Independent Cost Estimate for this procurement is \$108,000.00, which exceeds the Small Purchase threshold, therefore in compliance with the Regional Transit Authority of New Orleans Procurement Policies and Procedures Manual, Section VII.B. This procurement shall be conducted through formal advertisement (competitive means).

Procurement Method:

More than one responsive and responsible offeror can meet the solicitation requirements. Specifications furnished by the user department are complete, adequate, precise and realistic. No discussions or negotiations will be needed to address technical requirements, award will be made on lowest responsible/responsive bidder. Therefore, the IFB method of solicitation is selected as the method of procurement.

SOLICITATION

Invitation for Bids (IFB) No. 2021-001 Public Notice was published in the The Advocate. The Public Notice and the IFB 2021-001 were posted on the RTA website beginning 2/25/2021. The IFB submittal deadline was 3/25/2021 at 2:00pm.

IFB SUBMITTAL

Bid Opening was held on 3/25/2021 at 2:00pm. Adonis C. Expose' handled the receipt of all submissions received. Two (2) bids were received.

DETERMINATION

Two (2) bids were determined responsive and provided all required documents. One (1) bid was determined non-responsive due to not submitting any of the required documents.

SUBMITTAL ANALYSIS

The McPherson Companies
Retif Oil & Fuel

See attached Cost Breakdown
Non-Responsive

SUMMARY

Based on the information above the Bids received were prepared and sent to Procurement Director for further review. An Administrative Review Form was prepared by Adonis C. Expose'.

Procurement Department: Recommend award be made to lowest responsive/responsible bidder, The McPherson Companies is the lowest responsible bidder and it is in the best interest of RTA to award this contract to The McPherson Companies.

See attached Cost Breakdown of items.



Board Report and Staff Summary

File #: 21-062

Board of Commissioners

Rampart Streetcar Line: Emergency Recovery Project Award Construction Project

| | |
|---|---|
| DESCRIPTION: Requesting Board Authorization to Award a Construction Contract to the Lowest Responsive Bidder | AGENDA NO: Click or tap here to enter text. |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other | |

RECOMMENDATION:

Authorize the Chief Executive Officer to award a construction contract to the lowest responsive bidder to repair sections of the Canal Streetcar Line impacted by the collapse of the Hard Rock Hotel. According to AECOM’s opinion of probable cost, the total estimated cost to restore Canal St, excluding the Rampart connector, is \$270,000.00.

ISSUE/BACKGROUND:

As decreed by Mayor LaToya Cantrell in March of 2020, the RTA was directed to restore the infrastructure impacted by the Hard Rock Hotel collapse as quickly as possible. However, as the Hard Rock Hotel Developer (hereby referred to as the “Developer”) has obstructed RTA’s infrastructure along Canal Street until recently, the RTA is working to restore the Canal Streetcar Line by the end of July.

DISCUSSION:

In February 2021, the Developer removed demolition equipment and crane mats along Canal Street, allowing RTA’s engineer, AECOM to complete damage assessments of the Canal Streetcar Line. The repair package was completed on April 16th. The RTA is now working to solicit a contractor to complete the repairs. As the City has reopened lake bound Canal Street, the RTA is requesting Board Authorization to award a Construction Contract early to meet the schedule to restore the Canal Streetcar line by the end of July. As the developer is still obstructing the Rampart Streetcar Line, as well as the long lead times for damaged materials, restoration of the Rampart Streetcar Line will be handled as a separate project to be completed later this year.

FINANCIAL IMPACT:

AECOM’s Opinion of Construction Cost to restore the Canal Streetcar Line is not expected to exceed \$270,000.00, which will be funded through local account 1.1510.109. All cost associated with this work will be tracked for financial recovery purposes.

NEXT STEPS:

Upon Board approval, staff will award a construction contract to the lowest responsive bidder to repair the Canal Streetcar Line between South Liberty St. to Barone St.

If the lowest bid is deemed responsive but exceeds the Engineer's Estimated cost of \$270,000.00, staff will request Board Authorization at the June Board Meeting to ratify award of the construction contract.

During the performance of this contract, staff will conduct ongoing dialogue to the Board during the project development.

ATTACHMENTS:

1. Board Resolution
2. AECOM's Opinion of Probable Construction Cost

Prepared By: Stephen Mitchell, sm@rtaforward.org
Title: Project Manager

Reviewed By: Lona Edwards Hankins, lhankins@rtaforward.org
Title: Deputy Chief of Planning and Infrastructure

Reviewed By: Gizelle Johnson-Banks
Title: Chief Financial Officer



Alex Wiggins
Chief Executive Officer

5/5/2021

Date



Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6301

504.827.8300

www.norta.com

RESOLUTION NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO THE LOWEST
RESPONSIVE BIDDER**

Introduced by Commissioner _____,
seconded by Commissioner _____.

WHEREAS, as decreed by Mayor LaToya Cantrell in March of 2020, RTA staff have been directed to restore RTA infrastructure impacted by the Hard Rock Hotel collapse as quickly as possible; and

WHEREAS, the Hard Rock Hotel Developer (hereby referred to as the “Developer” has obstructed RTA’s infrastructure along Canal Street until recently, RTA staff are working to restore the Canal Streetcar line by the end of July; and

WHEREAS, in February 2021, the Developer removed demolition equipment and crane mats along Canal Street, allowing RTA’s engineer AECOM to complete damage assessments of the Canal Streetcar Line; and

WHEREAS, the repair package was completed on April 16, 2021. RTA staff are now working to solicit for a contractor to complete the repairs; and

WHEREAS, the City has reopened lake bound Canal Street. RTA staff are requesting Board Authorization to award a Construction contract early in order to meet the schedule to restore the Canal Streetcar Line by the end of July; and



RESOLUTION NO. _____

Page 2

WHEREAS, the Developer is still obstructing the Rampart Streetcar Line, as well as the long lead times for damaged materials restoration of the Rampart Streetcar Line will be handled as a separate project to be completed later this year; and

WHEREAS, AECOM’s Opinion of Construction Cost to restore the Canal Streetcar Line is not-to-exceed fee \$270,000.00, which will be funded through local account 1.1510.109. All cost associated with this work will be tracked for financial recovery purposes; and.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, is authorize to award a Construction Contract to the Lowest Responsive Bidder.

THE FOREGOING WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE 25th DAY OF MAY, 2021.

**FLOZELL DANIELS
CHAIRMAN
BOARD OF COMMISSIONERS**



Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6301

504.827.8300

www.norta.com



| Rampart Streetcar Line: Emergency Recovery Project | | | | | |
|--|---|---------|----------|---|----------------------|
| Opinion of Probable Cost | | | | | |
| # | Item | Unit | Quantity | 2021 Unit Cost | Extended |
| 1 | Tensioning and Alignment of Canal Streetcar Line OCS from Roosevelt Way to S. Liberty Street ^{1,2} | LF-wire | 2200 | \$22.00 | \$ 48,400.00 |
| | <i>Misc. equipment rental (JLG 34 ft. articulated lifts) (weekly rental)</i> | EA | 6 | \$975.00 | \$ 5,850.00 |
| | <i>Light tower w/diesel generator (weekly rental)</i> | EA | 3 | \$350.00 | \$ 1,050.00 |
| 2 | Purchase of replacement trolley wire: S. Liberty to Roosevelt Way | | | | |
| | <i>Trolley Wire Conductor - 4/0 Grooved H.D. Copper</i> | FT | 2200 | \$40.00 | \$ 88,000.00 |
| 3 | Testing of reinstallations and retensioning ² | LS | 1 | | \$ 20,672.00 |
| | <i>Labor (8 Elec. @ \$38/mh)</i> | DAY | 4 | \$2,432.00 | \$ 9,728.00 |
| | <i>Labor (8 Elec. @ \$38/mh x 1.5)</i> | WKEND | 1 | \$10,944.00 | \$ 10,944.00 |
| 4 | Install new trolley pole anchor bolt (downriver side of Canal Street @ Rampart) | | | | |
| | <i>Labor (2 Elec. @ \$38/mh)</i> | DAY | 1 | \$608.00 | \$ 608.00 |
| | <i>Misc. tools & materials</i> | EA | 1 | \$50.00 | \$ 50.00 |
| 5 | Install new trolley poles and power conduits | | | | |
| | <i>Labor (4 Elec. @ \$38/mh)</i> | DAY | 2 | \$1,216.00 | \$ 2,432.00 |
| | <i>Misc. equipment rental (JLG 34 ft. articulated lifts) (daily rental)</i> | EA | 2 | \$425.00 | \$ 850.00 |
| 6 | Maintenance and Protection of Traffic ³ | DAY | 12 | \$1,200.00 | \$ 14,400.00 |
| 7 | New Streetcar Detection system at Elks/Canal Street (Estimate provided by RTA Staff) | | | | |
| | <i>Purchase and install Streetcar Detection system and one (1) New traffic signal</i> | LS | 1 | \$20,000.00 | \$ 20,000.00 |
| | | | | Subtotal Cost | \$ 202,312.00 |
| | | | | Mobilization / Demobilization (3%) | \$ 6,069.36 |
| | | | | 10% Profit | \$ 20,838.14 |
| | | | | 20% Contingency | \$ 40,462.40 |
| | | | | Estimated Total Cost = | \$ 269,681.90 |

NOTES:

- 1 Alignment Burgundy to S. Liberty is 1,100 LF of route x 2 wires = 2,200 LF-wire
- 2 Work costs assumes
 - "straight" alignment : 6-8 man crew; 3 JLG trucks; 8-10 hour shifts + equipment (3-JLG lifts, truck)
 - HGU: 8 men x 3 @ 12 hour weekend shifts (\$38/hr on premium time) + equipment (3-JLG lifts, truck, lights, etc.)
- 3 Assume duration of two weeks (10 week days) plus 1 weekend = 14 days
- 4 Bacon-Davis rates for Electrician in New Orleans = \$28.50 + \$9.24 fringes = \$37.74/MH
- 5 The cost for trolley wire has risen significantly since the original 2014 installation.



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 21-064

Board of Commissioners

Transit Security Services

| | |
|---|----------------|
| DESCRIPTION: Request for Authorization to Award for Transit Security Services at various New Orleans Regional Transit Authority locations throughout the City of New Orleans. | AGENDA NO: N/A |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other | |

RECOMMENDATION:

Authorize the Chief Executive Officer to award a contract for Transit Security Services in response to RFP # 2020-032 to Security Experts and Leaders (SEAL).

ISSUE/BACKGROUND:

The initial solicitation awarded by the Board was subsequently protested. As a result, RTA Procurement and Department of System Security and Emergency Preparedness opened the solicitation for Security Service Vendors to submit proposals based on the provided "Scope of Work". A committee was selected, all proposals were reviewed, scored, and a Security Services Vendor was selected.

DISCUSSION:

Maintaining a secure transit environment is one of RTA's top priorities. RTA is seeking a security contractor to provide armed, uniformed security personnel to aid in securing all property owned, leased, operated, and/or maintained by RTA (i.e., facilities, vehicles). The contractor selected will be expected to assist employees, contractors, patrons, and the citizens of New Orleans and surrounding parishes by maintaining order, providing excellent customer service, and rendering assistance as needed. The selected company must work closely with local, state, and federal emergency response agencies always rendering aid as needed.

The security services under this contract will include security coverage for transit facilities, assets, and areas designated for Transit Operations. The Contractor will be responsible for providing highly qualified, professional, alert, diverse, and proactive security personnel with an emphasis on customer service and ambassadorship. All personnel assigned to the RTA Contract will be dedicated to the account and shall not work on other accounts as part of their normal duty day. This service will be non-stop, despite weather, disasters, or susceptible or actual organized labor action, Service will be required 24 hours a day, 365 days a year unless otherwise communicated by RTA's Project Manager.

FINANCIAL IMPACT:

\$1,008,920.00 Annually

Funds for this contract are available from the RTA Operational Budget.
Operating Account Number: 1330099.7650.161

NEXT STEPS:

Approve as recommended.

ATTACHMENTS:

Resolution

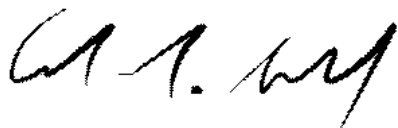
Procurement Summary

Security Experts and Leaders Submittal

Administrative Review Form RFP 2020-032

Prepared By: Robert C. Hickman, Jr.
Title: Chief Security Officer/Emergency Preparedness

Reviewed By: Gizelle Banks
Title: Chief Financial Officer



Alex Wiggins
Chief Executive Officer

5/10/2021

Date

PROCUREMENT SUMMARY-RFP 2020-032

REQUIREMENTS

A Solicit Request Routing Sheet for Transit Security Services with attached scope of work was received by Procurement from Executive Office on August 5, 2020.

There was a DBE goal of 23% for this solicitation.

SOLICITATION

Request for Proposal (RFP) No. 2020-032 Public Notice was published in The Advocate. The Public Notice and the RFP 2020-032 was posted on the RTA website beginning 12/17/20. The RFP submittal deadline was 1/20/21 at 4:00pm.

RFP SUBMITTAL

Submittal deadline was on 1/20/21 at 4:00pm. Adonis C. Expose' handled the receipt of all submissions received. Twelve (12) proposals were received. One (1) proposal was deemed non-responsive as they did not submit all required documents by the due date.

DETERMINATION

Eleven (11) responsive Proposals were received and One (1) Proposal was non-responsive.

SUBMITTAL ANALYSIS

Respondents

Excelsior Arms Security Services
GardaWorld Security Services
Gulf Coast Security Enterprises, LLC
Inter-Con Security Systems
Orleans Security dba Force 1 Protection
Pinnacle Security & Investigation
Prosecur Services Group
Security Alliance, LLC
Security Experts & Leaders, Inc.
Universal Protection Service, LLC dba
Allied University Security Services
Vets Securing America
Justice For All Security Services

Required Forms

ALL SUBMITTED
ALL SUBMITTED
ALL SUBMITTED
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ALL SUBMITTED
NON-RESPONSIVE

SUMMARY

An Administrative Review was prepared by Adonis C. Expose’.

The Technical Evaluation Committee meeting was held on Wednesday, March 31, 2021 at 2:00 PM in the RTA Board Room.

The Technical Evaluation Committee was selected and authorized by Gizelle Johnson-Banks and was comprised of:

Robert Hickman, Chair-Technical Evaluator
Michael Smith, Technical Evaluator
Don Washington, Technical Evaluator

The Technical Evaluation Committee scoring was as follows:

| | |
|---|-----|
| Excelsior Arms Security Services | 176 |
| GardaWorld Security Services | 169 |
| Gulf Coast Security Enterprises, LLC | 129 |
| Inter-Con Security Systems | 183 |
| Orleans Security dba Force 1 Protection | 139 |
| Pinnacle Security & Investigation | 161 |
| Prosegur Services Group | 178 |
| Security Alliance, LLC | 211 |
| Security Experts & Leaders, Inc. | 272 |
| Universal Protection Service, LLC dba | |
| Allied University Security Services | 198 |
| Vets Securing America | 223 |

Security Experts & Leaders, Inc. was the highest scoring firm.

Security Experts & Leaders, Inc. recommended for award as their price was determined to be fair and reasonable when compared to other firms providing the same service.

**RESPONSE TO
REQUEST FOR PROPOSAL
JANUARY 20, 2021
RFP 2020-032 TRANSIT
SECURITY SERVICES**

SEAL

Security Experts and Leaders
www.sealsecuritygroup.com

Submitted by Natalie T. Rowe
nrowe@sealsecuritygroup.com



S.E.A.L. Security Group
SECURITY EXPERTS AND LEADERS

6600 Plaza Drive New Orleans, Louisiana 70127
Office 504.248.7174 Fax: 504.248.7131
www.sealsecuritygroup.com

January 20, 2021

Re: Response to Request for Proposal

Security Experts and Leaders (SEAL) responds to this RFP for the purposes of providing security service at multiple transit facilities for The Regional Transit Authority of New Orleans. We believe our company has the credentials and professionalism to provide a cohesive plan of action that will support safe and secure premises. We have read the requirements and verify that we have the following qualifications:

- We have an established company Chain of command that mirrors the New Orleans Police Department.
- We presently operate our organization with account managers that are dedicated to specific clients and their needs
- We have more than 18 years of experience serving comparable sites.
- Project Manager is trained through DHS in Terroristic Threats and Chemical Threats and assures all assigned personnel will have the same credentials.
- Project Manager has more than 10 years of experience as an officer with the New Orleans Police Department (NOPD) prior to starting SEAL.
- Company assures that we have vehicles suitable to facilitate operations as needed.

Thank you in advance for your consideration. We look forward to doing business with RTA of New Orleans.

Sincerely,

Natalie Rowe

Natalie Rowe
Chief of Administration

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COMPANY PROFILE

PRINCIPALS

| | |
|-----------------------------|-----------------------------|
| Reginald Rowe | Natalie Rowe |
| Chief of Security/President | Chief of Administration |
| 504-248-7174 office | 504-248-7174 office |
| 504-237-4713 cell | 504-628-1950 cell |
| rrowe@sealsecuritygroup.com | nrowe@sealsecuritygroup.com |

OUR MISSION

It is the mission of SEAL Security Group to provide a safe community, to protect those who cannot protect themselves and to change the culture of the security service industry. Our core values as an organization are to protect with honor and to serve with integrity. Putting service before self is what we stand for. With this belief, we envision developing leaders within our company as well as our local community.

OUR EXPERIENCE

Security Experts and Leaders (SEAL) was formed in 2013 by former local law enforcement officers with over 20 years of experience. The company continues to provide certified, licensed, insured and trained security officers to mitigate the possibility and opportunity for theft and injury to persons at their assigned facilities. Our security officers participate in 200 hours of training annually and are CPI (Crisis Prevention Institute) trained and certified.

CURRENT PERSONNEL & CONTRACTS

SEAL presently employs full-time and part-time security personnel. We are also able to hire additional on-call personnel to accommodate larger events and emergency conditions. Our approach has been to recruit a team that reflects our standards. Some of our personnel have formerly served as NOPD officers and some have served in the armed forces. By having individuals on our team with this level of experience, we have been afforded the opportunity to build a culture of professionalism that works hand in hand with local law enforcement. This has been key in securing contracts across the Greater New Orleans Area. Our portfolio currently includes financial institutions, Louisiana Department of Safety Emergency Preparedness Team, United States Environmental Protection Agency (EPA) local schools, special events, corporate

conferences, executive protection services, local government protection services, private businesses, local festivals, etc.

OUR LEADERSHIP TEAM

REGINALD ROWE

At the helm of our company is our Chief of Security/President, Reginald Rowe. After working ten (10) years with the New Orleans Police Department (NOPD), Mr. Rowe started SEAL to be a part of cultivating change in the security industry. Mr. Rowe's background in law enforcement included a wide range of experiences. He has worked in the areas of Community Policing, Field Training, Specialized City-Wide Task Force Team, Crowd Control Officer in New Orleans French Quarter and as a School Resource Officer. Mr. Rowe has an extensive safety background he is trained and has expertise in the following areas:

- Explosive devices, bomb threats and search/ Fire Prevention, detection, and response
- Identifying Hazardous Materials
- Strikes, Crowd Control and Labor Relations
- Identifying and controlling workplace violence
- Identifying workplace substance abuse and response
- Crisis Intervention/Hostage Negotiations/ Security Awareness
- Environmental Crime Control
- Operations Risk Management
- Emergency Planning and Disaster Response and Control
- Active Shooter /Terrorism (Biological threats and chemical threats)
- Homeland Security Counter terrorism and Secret Service dignitary protection
- Identifying Weapons of mass destruction
- Crime Scene procedures and preservation
- Specialized Surveillance
- Interviewing and Interrogations
- Force Continuum
- Rail Safety and Operating Procedures
- NIMS ICS 100,700, 800

After Hurricane Katrina, he worked as a part of a collaboration with NOPD and Harbor Police to secure the Port of New Orleans. To add to his credentials, Mr. Rowe has Secret Service Clearance which allows him the honor to provide protection for high ranking government officials and dignitaries. As an advocate for public safety, Mr. Rowe appears on local television as a Security/Safety Expert for WWL-TV New Orleans.

NATALIE ROWE

Natalie Rowe, Chief of Administration, adds excellent value to SEAL Security Group. Prior to co-founding the company, she worked for more than 20 years in corporate America, eventually gaining the position as the Human Resources Mediator and Public Relations Specialist Gulf South Division with The Coca-Cola Bottling Company. Her management experience helps to position SEAL for effective management and coordination of personnel to better serve our clients of any size.

Natalie Rowe oversees and administrates the team of employees at multiple sites focusing on internal and external quality control and ethical administration of each contract. Clients of SEAL Security Group express confidence in her ability to direct the tasks that support security personnel as well as cultivate good relations with stakeholders and the public.

CURRENT PROJECT DESCRIPTION 1

| | |
|---|--|
| PROJECT NAME | Emergency Coverage |
| Client Name | Liberty Bank and Trust |
| Client Contact Name/Title | Todd McDonald |
| Client Phone Number | 504-240-5253 |
| Client Email | tomcdonald@libertybank.net |
| Project Lead | Reginald Rowe for SEAL Security Group |
| Project Scope | |
| 24 Hour management of bank locations to prevent theft and provide safety for employees | |
| Project Staff | 6 |
| Involvement of Stakeholders | Coordinated and communicated with stakeholders that included bank head of security |
| Project Outcomes | |
| The were no incidents or breaches during our coverage. All visitors and staff were able to enter with proper credentials. Partners and stakeholders were satisfied with the coordination and performance of our team. | |

CURRENT PROJECT DESCRIPTION 2

| | |
|--|---|
| PROJECT NAME | Daily Service and Emergency Management |
| Client Name | Audubon Nature Institute |
| Client Contact Name/Title | Lt. Jeff Trong |
| Client Phone Number | (504) 628-3988 |
| Client Email | jtruong@auduboninstitute.org |
| Project Lead | Reginald Rowe for SEAL Security Group |
| Project Scope | |
| To develop and execute a plan to secure the premises and provide a safe environment for visitors and staff every weekday and weekends. To provide active shooter readiness training for each officer and develop a clear line of communication to ensure real time reporting of any breaches and/or incidents. To provide emergency security in the event of natural disasters such as hurricanes or other states of emergency | |
| Project Staff | 30 |
| Involvement of Stakeholders | Coordinate with security director to determine needs and climate of the premises. |
| Project Outcomes | |
| During our contract, there have been no breaches of entry points. Partners and stakeholders are satisfied with the performance of our officers. | |

PLAN OF ACTION

Upon receipt of the contract proposed herein, SEAL's Chief of Security would implement the following plan of action. This plan would be adjusted as necessary to accommodate the needs and current conditions as per consultation with RTA's Project Manager.

➤ PERSONNEL TO BE UTILIZED FOR THIS CONTRACT

| | |
|-----------------------------|-----------------------|
| Project Lead: Reginald Rowe | Experience: 17+ Years |
|-----------------------------|-----------------------|

To secure multiple facilities, SEAL proposes a team of armed security officers and supervisors which will include full-time and part-time staff along with an account manager who will serve as a liaison between RTA's Project Manager and SEAL staff to ensure all duties are performed and SEAL staff is in compliance with post orders. This assigned team will also include cross-trained personnel to provide fill-in services when necessary. Security Officers will be supplied with a Company Cellphone with GPS Tracking, Company Vehicle with GPS Tracking and Two-Way Dash Camera to ensure public and officer safety and a Body Camera. Activity Reports will be made daily and incidents reports will be documented when incidents occur. All reports will be completed via electronic device and uploaded in our digital cloud reporting system. Each facility will be manned with diverse, well-trained security personnel that are knowledgeable of the requirements and directives of RTA's Security Plan and adhere to SEAL's customer service training program. Supervisors will be available to oversee, manage and troubleshoot as needed. SEAL Security Group will provide security services for the following facilities and follow the below implementation timeline:

Implementation Timeline

| FACILITY | HOURS/Days | Implementation Timeline |
|---|--|--|
| <p>A. Randolph, 2817 Canal St, New Orleans LA, 70119 (Front Desk)</p> <p>A. Randolph 2817 Canal St, New Orleans LA, 70119 (Money Room)</p> <p>A. Randolph 2817 Canal St, New Orleans LA, 70119 (Rear Gate)</p> | <p>24 Hours/7 Days a week</p> <p>8 hours/5 Days a week</p> <p>24 hours/ 7days a week</p> | <p>Award of Contract Received from RTA:</p> <p>Week 1: Recruitment/Hiring/Onboard</p> <p>Week 2: SEAL Training and RTA Specific Training</p> <p>Week 3: All Staffing in Place at assigned facility: April 1, 2021.</p> |
| <p>Carrollton St 8201 Willow Street</p> | <p>24 Hours/7 Days a week</p> | <p>Week 1: Recruitment/Hiring/Onboard</p> <p>Week 2: SEAL Training and RTA Specific Training</p> <p>Week 3: All Staffing in Place at assigned facility: April 1, 2021.</p> |
| <p>East New Orleans Facility (ENO), 3900 Desire Parkway, New Orleans, LA</p> | <p>24 Hours/7 days a week</p> | <p>Week 1: Recruitment/Hiring/Onboard</p> <p>Week 2: SEAL Training and RTA Specific Training</p> <p>Week 3: All Staffing in Place at assigned facility: April 1, 2021</p> |
| <p>Duncan Plaza, 343-349 Duncan Plaza, New Orleans, LA</p> | <p>24 Hours/7days a week</p> | <p>Week 1: Recruitment/Hiring/Onboard</p> <p>Week 2: SEAL Training and RTA Specific Training</p> <p>Week 3: All Staffing in Place at assigned facility: April 1, 2021.</p> |

➤ **24-HOUR DISPATCH & GPS TRACKING SYSTEM**

Presently, SEAL operates a 24-Hour Dispatch and Management Service that is used to monitor and assist our onsite employees. In addition to this system, we currently operate a GPS system that always tracks the location of our security officers. This GPS system is a bonus for our clients because it helps us to monitor our team and is an added safety measure in reporting and strategizing to better protect facilities.

➤ **BODY CAMERAS**

Every SEAL Security Officer is equipped with a body camera. This technology is used for recording incidents and reporting to supervisors and key personnel. Our strategy is to use this technology at assigned facilities to help manage each station and accurately document incidents and suspicious activities as necessary. The recordings are activated upon command of the security officer. Upon recording, the officer is trained to immediately upload the file. This allows our onsite supervisor and dispatch manager to retrieve it. The supervisor and dispatcher are then to follow an established protocol to share file and report pertinent information to our Chief of Security, who reports to designated representative of the RTA. We believe this extra layer of security provides a more accurate account of potential or actual incidents and helps us to be proactive in protecting our team and the premises.

➤ **CLOUD REPORTING SYSTEM**

Activity reports are made daily via internet and uploaded in a cloud system for immediate viewing by the supervisor. This helps our team get real time reporting at every level. This has also proven effective for accurate timing of incidents. Each of our officers are trained to use the system.

STAFFING STANDARDS

Applicants to SEAL's security team are required to undergo an extensive background investigation, submit to a General Aptitude Test Battery and pass a five-panel drug screening. In addition, each security professional attends over 200 hours of paid training and professional development that includes not only state-mandated certification courses, but also customer service, criminal law, active shooter training, defensive and patrol techniques, motor vehicle and bicycle safety. To keep up with industry climate, we mandate that our team requalifies annually to serve with us. This helps us to maintain and develop a team of security personnel who are professional, well-informed and on the cutting edge of what's going on in our industry.

SECURITY TEAM APPEARANCE

SEAL Security Group's uniforms are required to be clean, ironed and professionally worn. In addition to a well-groomed appearance, we take seriously our obligation to communicate in a professional and courteous manner. Customer Service as well as Community Service training are a part of our continuing education at SEAL. We believe that security is a service, and our excellence should be reflected in both appearance and approach. Our supervisory personnel acts as a liaison to our organization to make sure these standards are met. Simultaneously, our senior management conducts periodic evaluations of personnel at each of our locations.

HOLIDAY/EMERGENCY PREPAREDNESS

Our team understands the necessity of schedule changes and will work with directives of RTA to accommodate necessary changes during a holiday and/or emergency. We are also prepared with a team that will serve immediately after a natural disaster. Our Project Lead/Manager is already experienced in this area and will provide the oversight.

TRAINING & PROCEDURES

Our goal is to empower and equip our team of security professionals with the latest technology and best practices. Each SEAL officer is required to submit to 200 hours of paid training per year. To do this, we must go beyond what is required by the state, by offering year-round opportunities for development and growth.

Internal and External Training Overview

Each security officer of SEAL must submit to the following training courses:

- Mandatory 3-Day Training for the State of Louisiana
- 2-Day Seal Orientation
- SEAL Customer Service /Mental Health Awareness Training
- SEAL Reporting and Investigation
- SEAL Active Shooter Training
- Access Control
- SEAL Patrol Techniques
- SEAL Observation Techniques
- Fundamentals of Personal Security
- SEAL Professional & Interpersonal Communication
- Defensive Tactics
- The Art of Verbal Judo
- CPR
- Peer Mediation
- Technology in Security
- Understanding Body Language
- RTA required training will be implemented into our training program

Billing

| Service | Billing Rate |
|-------------------------|-------------------------|
| Security Officer | \$22.00 per hour |
| Site Supervisor | \$00.00 |
| Site Cell Phone | \$00.00 |
| Account Manager | \$00.00 |

CURRENT LICENSES & INSURANCE

Please see the following attachments:

- Licensed issued by Louisiana State Board of Private Security Examiners
- Certificate of Liability Insurance



LOUISIANA STATE BOARD OF PRIVATE SECURITY EXAMINERS

This is to certify that

Security Experts and Leaders 1 INC.

Has Been Awarded Company License # 872,872

EXPIRES: 04/01/2021

A blue ink signature of the Chairman, written in a cursive style.

CHAIRMAN



The information provided on this certificate is current as of 03/26/2020.
Scan the QR code to retrieve or verify the current license status.

A blue ink signature of the Executive Director, written in a cursive style.

EXECUTIVE DIRECTOR



SECUR-1

OP ID: LF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--------------|--|------------------------------------|
| PRODUCER Liberty Insurance 6600 Plaza Drive Suite 306 New Orleans, LA 70127 Ramona Logan | 504-240-5191 | CONTACT NAME: Ramona Logan PHONE (A/C, No, Ext): 504-240-5191 E-MAIL ADDRESS: logan@libertybank.net | FAX (A/C, No): 504-240-5274 |
| INSURED Security Experts & Leaders 1, Inc Natalie Rowe 6600 Plaza Drive, Suite 301 New Orleans, LA 70127 | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Everest Indemnity Ins Company | NAIC # |
| | | INSURER B: Nat'l Fire & Marine Ins. Co. | 20079 |
| | | INSURER C: Everest Indemnity Ins Company | |
| | | INSURER D: LC&I Fund | |
| | | INSURER E: Everest Indemnity Ins Company | |
| | | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER | Y | Y | 51GL013898-201 | 08/01/2020 | 08/01/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 72APR387641 | 05/19/2020 | 05/19/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$ | | | 51CC005024-201 | 08/01/2020 | 08/01/2021 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 21232-20 | 11/30/2020 | 11/30/2021 | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| E | Hire & Non-Owned | | | 51GL013898-201 | 08/18/2020 | 08/01/2021 | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Security guard operations.
General Liability policy-Assault and Battery coverage.Care, Custody and Control coverage.Blanket additional insured and waiver of subrogation.

CERTIFICATE HOLDER

LABOAR-

Louisiana Board of Private Security Examiners
15703 Old Hammond Hwy.
Baton Rouge, LA 70816

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Ramona Logan

ACORD 25 (2016/03)

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Implementation Timeline

| FACILITY | HOURS/Days | Implementation Timeline |
|---|--|--|
| <p>A. Randolph, 2817 Canal St, New Orleans LA, 70119 (Front Desk)</p> <p>A. Randolph 2817 Canal St, New Orleans LA, 70119 (Money Room)</p> <p>A. Randolph 2817 Canal St, New Orleans LA, 70119 (Rear Gate)</p> | <p>24 Hours/7 Days a week</p> <p>8 hours/5 Days a week</p> <p>24 hours/ 7days a week</p> | <p>Award of Contract Received from RTA:</p> <p>Week 1: Recruitment/Hiring/Onboard</p> <p>Week 2: SEAL Training and RTA Specific Training</p> <p>Week 3: All Staffing in Place at assigned facility: April 1, 2021.</p> |
| <p>Carrollton St 8201 Willow Street</p> | <p>24 Hours/7 Days a week</p> | <p>Week 1: Recruitment/Hiring/Onboard</p> <p>Week 2: SEAL Training and RTA Specific Training</p> <p>Week 3: All Staffing in Place at assigned facility: April 1, 2021.</p> |
| <p>East New Orleans Facility (ENO), 3900 Desire Parkway, New Orleans, LA</p> | <p>24 Hours/7 days a week</p> | <p>Week 1: Recruitment/Hiring/Onboard</p> <p>Week 2: SEAL Training and RTA Specific Training</p> <p>Week 3: All Staffing in Place at assigned facility: April 1, 2021</p> |
| <p>Duncan Plaza, 343-349 Duncan Plaza, New Orleans, LA</p> | <p>24 Hours/7days a week</p> | <p>Week 1: Recruitment/Hiring/Onboard</p> <p>Week 2: SEAL Training and RTA Specific Training</p> <p>Week 3: All Staffing in Place at assigned facility: April 1, 2021.</p> |



S.E.A.L. Security Group
SECURITY EXPERTS AND LEADERS

6600 Plaza Drive New Orleans, Louisiana 70127

Office 504.248.7174 Fax: 504.248.7131

www.sealsecuritygroup.com

January 20, 2021

Re: Response to Request for Proposal

Security Experts and Leaders (SEAL) responds to this RFP for the purposes of providing security service at multiple transit facilities for The Regional Transit Authority of New Orleans. We believe our company has the credentials and professionalism to provide a cohesive plan of action that will support safe and secure premises. We have read the requirements and verify that we have the following qualifications:

- We have an established company Chain of command that mirrors the New Orleans Police Department.
- We presently operate our organization with account managers that are dedicated to specific clients and their needs
- We have more than 18 years of experience serving comparable sites.
- Project Manager is trained through DHS in Terroristic Threats and Chemical Threats and assures all assigned personnel will have the same credentials.
- Project Manager has more than 10 years of experience as an officer with the New Orleans Police Department (NOPD) prior to starting SEAL.
- Company assures that we have vehicles suitable to facilitate operations as needed.

Thank you in advance for your consideration. We look forward to doing business with RTA of New Orleans.

Sincerely,

Natalie Rowe

Natalie Rowe
Chief of Administration

FORM CQ - 2012

Instructions: The prime, each subconsultant, and any other tier subconsultant must submit a fully completed CQ-2012 form. All items requested on the form are required, if an item is not applicable, respondents are instructed to enter N/A. Each prime firm participating as a joint venture should complete a separate CQ-2012 form and indicate on the form in item 10 that the response is a joint venture.



| | | | |
|---|---|--|---|
| <p>Regional Transit Authority Contractor/Consultant Questionnaire CQ-2012</p> | <p>1. Project name, project number and date of submittal: RFP #2020-032 Transit Security Services 01.20.21</p> | <p>2. Official name of firm, indicate if prime or subconsultant: Security Experts and Leaders 1, Inc. Prime</p> | <p>3. Address of office to perform work: 6600 Plaza Drive, Suite 301, New Orleans, LA 70127</p> |
| <p>4. Name of parent company, if any:</p> | <p>5. Location of headquarters (city): New Orleans</p> | <p>6. Name, title, and telephone number of principal contact: Natalie Rowe, Vice President 504-248-7174 office 504-628-1950 cell</p> | <p>7. Name, title, and telephone number of project manager: Reginald Rowe, President/Chief of Security 504-248-7174 office 504-237-4713 cell</p> |
| <p>8. Specify Type of Business Entity: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Corporation (LLC) <input type="checkbox"/> Other _____</p> | <p>9. Indicate Special Status: <input type="checkbox"/> Small business <input type="checkbox"/> Minority-owned business <input type="checkbox"/> Woman-owned business</p> | <p>10. Indicate certifications held regarding special status: <input type="checkbox"/> SBE certified <input type="checkbox"/> SLDBE certified <input type="checkbox"/> LAUCP certified</p> | <p>11. Is this submittal a joint venture (JV)? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, has the JV worked together before? <input type="checkbox"/> Yes <input type="checkbox"/> No Indicate the legal name of the JV:</p> |

12. List full-time personnel by primary function. Count each only once.

| # | Function (e.g. civil engineer) | 1 | Administrator |
|----|--------------------------------|-----------|--|
| 60 | Security Officers | | |
| 6 | Field Supervisors | | |
| 8 | Dispatchers | | |
| 4 | Account Managers | | |
| 1 | Officer Manager | | |
| 2 | Administrative Assistants | | |
| 2 | Recruiters | | |
| | | 83 | Total Personnel Domiciled in LA |
| | | 83 | Total Personnel |

13. List all outside subcontractors or subconsultants you intend to employ for this project.

| a. Name and address of subcontractant or subconsultant | b. Specific work to be performed on this project | c. Worked with prime firm before? |
|--|--|-----------------------------------|
| Reliable Security, LLC | Perform training with new staff and current staff supply additional staffing | yes |
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14. Brief resumes of key persons anticipated for this project (clearly identify if alternate office location if different than listed in item 3).

| | |
|--|--|
| <p>a. Name and title: Reginald Rowe</p> <p>b. Position or assignment for this project: Project Manager</p> | <p>a. Name and title: Natalie T. Rowe</p> <p>b. Position or assignment for this project: Administrator</p> |
| <p>c. Years of professional experience with this firm: 8 With other firms: 10</p> | <p>c. Years of professional experience with this firm: 8 With other firms: 20</p> |
| <p>d. Education: College or University/ Degree / Year / Specialization Some College</p> | <p>d. Education: College or University/ Degree / Year / Specialization</p> |
| <p>e. Active registration or applicable certifications: State / Discipline/ License number / First year registered Louisiana State Board of Private Security Examiners / License # 0872 First year registered 04.01.2013</p> <p>Physical Security Professional (PSP) ASIS International Certified 06.2013</p> | <p>e. Active registration or applicable certifications: State / Discipline/ License number / First year registered SPHR - Society for Human Resources Management 02.2004 APR- Accreditation in Public Relation 05.2002</p> |
| <p>f. Experience and qualifications relevant to this project: Mr. Rowe's background in law enforcement included a wide range of duties with specialized in training</p> <ul style="list-style-type: none"> • Explosive devices, bomb threats and search/ Fire Prevention, detection, and response • Identifying Hazardous Materials • Strikes, Crowd Control and Labor Relations • Identifying and controlling workplace violence • Identifying workplace substance abuse and response • Crisis Intervention/Hostage Negotiations/ Security Awareness • Environmental Crime Control • Operations Risk Management • Emergency Planning and Disaster Response and Control • Active Shooter /Terrorism (Biological threats and chemical threats) • Homeland Security Counter terrorism and Secret Service dignitary protection • Identifying Weapons of mass destruction • Crime Scene procedures and preservation • Specialized Surveillance • Interviewing and Interrogations • Force Continuum <p>Mr. Rowe has a high level of Secret Service training (facilitated by the United States Secret Service in VA) and clearance which allows him the honor to provide protection to high-ranking government officials and dignitaries. As an advocate for public safety and retaining an extensive knowledge of security matters Mr. Rowe appears on WWI-TV as a Security/Safety Expert/Consultant.</p> | <p>f. Experience and qualifications relevant to this project:</p> <p>Mrs. Rowe has held various business management positions with several large corporations prior to co-founding SEAL; her extensive training in Public Relations with a specialization in crisis management serves as an asset to our employees, our internal and external communications and being able to provide additional public relations assistance to clients in the event of a crisis on site. Mrs. Rowe has memberships with The association of Women in Communication, National Black Public Relations Society, Public Relations Society of America. In her human resources role Mrs. Rowe served as an employee relations mediator to resolve internal conflicts with employees /employee or employee/management. Mrs. Rowe is a member of Association for Conflict Resolution.</p> |

15. List work by firm and the firm's personnel to be assigned to this project which best illustrates current qualifications relevant to this project (limit 15 projects).

| a. Project name, location, and owner's name | b. Reference contact name, telephone number, and e-mail | c. Project description | d. Nature of firm's responsibilities | e. Completion date (actual or estimate) | f. Estimated fees (000's) | |
|---|--|---|---|---|---------------------------|-------------|
| | | | | | Entire project | Firm's work |
| School Safety 6046 Paris Ave New Orleans, LA Lake Area high School | Michelle Blouin-Williams 504-280-5231 michelle.bwilliams@newbeginningola.com | To provide a safe school for students, staff and visitors | Created a safety plan for school, train school staff and students in Active Shooter response and provide day to day security and safety | 05.30.2019 | | 616,908 |
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16. List all projects currently under contract or under contract negotiations that are being (or will be) performed by the firm's office as listed in item 3.

| a. Project name, location, and owner's name | b. Nature of firm's responsibility | c. Indicate whether work completed as prime, subconsultant or joint venture | d. Percent complete | e. Estimated fees (000's) | |
|---|---|---|---------------------|---------------------------|---------------|
| | | | | Total fee | Fee remaining |
| Daily Safety and Emergency Repose Team 6500 Magazine Street Audubon Institute | Provide daily security services and provide services in the event of a State of Emergency | Prime | 1% | | 245,896 |
| Proactive Patrolling New Orleans, LA McCormack Baron Management | Provide stationary and mobile patrol security for multiple buildings and neighborhoods throughout New Orleans | Prime | 10% | | 486,569 |
| Poractive Patrolling | Provide stationary and mobile patrol security for multiple buildings and neighborhoods throughout New Orleans | Prime | 10% | | 495,778 |
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17. Use this space to provide any additional information or description of resources supporting your firm's qualifications for the proposed project.

Based on the extensive training of our management team we believe that SEAL would effectively meet the qualifications and terms of RTA's security plan. We have a training program for our officers that other security companies do not offer. With SEAL the training starts from the first day of employment with the organization to transition the officer from being called a security guard to a security officer understanding his/her role and the responsibility of an officer. We require excellent customer service it our belief that 90% of the security role is customer service related and if our staff has effective customer services skills, we have well equipped them to be successful in their roles. It is our goal to form a cohesive partnership with our clients to construct a safety plan that will keep our clients' assets and staff safe as well as our staff safe. With this mind set it has helped us to cultivate great relationships with our clients and surrounding law enforcement agencies. To better service our clients.

18. Ethics Questionnaire: If any owner, officer, or employee of respondent or any of the respondent's subcontractors (whether identified in the submittal or not) is currently an officer, employee, or board member of the City of New Orleans or of any of its departments, boards, or commissions, committees, authorities, agencies, public trusts, or public benefit corporations, please state the name or names of said owner, officer or employee, the relationship to respondent and/or respondent's subcontractor(s), the relationship with City board, agency, department, commission, authority, public trust, or public benefit corporation: if respondent or person(s) identified believe that the relationship with not be a violation of applicable ethics laws, fully explain why not. If applicable, please complete ethics questionnaire on company letterhead attached to the back of this form. By signing below, you have completed the ethics questionnaire or you have not identified any ethical conflict at this time.

19. Pursuant to Louisiana Revised Statute 42:6.1, I hereby authorize the Regional Transit Authority to discuss the character and professional competence of this firm in Executive Session.

20. The forgoing is a statement of facts.

Signature: 
Typed Name: Natalie Rowe

Date: 01-20-21
Title: Vice President

13. List all outside subcontractors or subconsultants you intend to employ for this project.

| a. Name and address of subcontractant or subconsultant | b. Specific work to be performed on this project | c. Worked with prime firm before? |
|--|--|-----------------------------------|
| None | | |
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14. Brief resumes of key persons anticipated for this project (clearly identify if alternate office location if different than listed in item 3).

| | |
|--|--|
| <p>a. Name and title: Lee F. Doss Owner</p> | <p>a. Name and title:</p> |
| <p>b. Position or assignment for this project: Trainer and supplement staff officers</p> | <p>b. Position or assignment for this project:</p> |
| <p>c. Years of professional experience with this firm: 10 With other firms: 22</p> | <p>c. Years of professional experience with this firm: With other firms:</p> |
| <p>d. Education: College or University/ Degree / Year / Specialization</p> | <p>d. Education: College or University/ Degree / Year / Specialization</p> |
| <p>e. Active registration or applicable certifications: State / Discipline/ License number / First year registered Louisiana State Board of Private Security Examiners / License # 0827 First year registered 08.01.2011</p> | <p>e. Active registration or applicable certifications: State / Discipline/ License number / First year registered</p> |
| <p>f. Experience and qualifications relevant to this project: I have over 20 years in the security industry working with the Orleans Parish School Board before starting my own security company.</p> | <p>f. Experience and qualifications relevant to this project:</p> |

15. List work by firm and the firm's personnel to be assigned to this project which best illustrates current qualifications relevant to this project (limit 15 projects).

| a. Project name, location, and owner's name | b. Reference contact name, telephone number, and e-mail | c. Project description | d. Nature of firm's responsibilities | e. Completion date (actual or estimate) | f. Estimated fees (000's) | |
|---|---|------------------------|--|---|---------------------------|-------------|
| | | | | | Entire project | Firm's work |
| Safety Plan RSD 1615 Poydras St, New Orleans, LA 70112 | Angela Johnson 225-365-8945 ajohnson@rsd.com | Safety and Security | Provide safety security plans and trainings for all schools under the RSD. | | | 165,000 |
| | | | | | | |
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16. List all projects currently under contract or under contract negotiations that are being (or will be) performed by the firm's office as listed in item 3.

| a. Project name, location, and owner's name | b. Nature of firm's responsibility | c. Indicate whether work completed as prime, subconsultant or joint venture | d. Percent complete | e. Estimated fees (000's) | |
|---|--|---|---------------------|---------------------------|---------------|
| | | | | Total fee | Fee remaining |
| New Orleans Louis Armstrong Airport | Provide daily security services and taxi traffic control | Sub | 100% | | 189,657.00 |
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17. Use this space to provide any additional information or description of resources supporting your firm's qualifications for the proposed project.

I have 20 years of security experience and I have been operating as safety security trainer for more than 12 years.

18. Ethics Questionnaire: If any owner, officer, or employee of respondent or any of the respondent's subcontractors (whether identified in the submittal or not) is currently an officer, employee, or board member of the City of New Orleans or of any of its departments, boards, or commissions, committees, authorities, agencies, public trusts, or public benefit corporations, please state the name or names of said owner, officer or employee, the relationship to respondent and/or respondent's subcontractor(s), the relationship with City board, agency, department, commission, authority, public trust, or public benefit corporation: if respondent or person(s) identified believe that the relationship is not or would not be a violation of applicable ethics laws, fully explain why not. If applicable, please complete ethics questionnaire on company letterhead attached to the back of this form. By signing below, you have completed the ethics questionnaire or you have not identified any ethical conflict at this time.

19. Pursuant to Louisiana Revised Statute 42:6.1, I hereby authorize the Regional Transit Authority to discuss the character and professional competence of this firm in Executive Session.

20. The forgoing is a statement of facts.

Signature: 

Typed Name: Lee Doss

Date: 01-20-21

Title: Owner

deliver all services as specified herein in accordance with conditions of said accepted proposal and this Request for Proposals, as negotiated.

1.12 EVALUATION OF PROPOSALS

The evaluation criteria are provided in this Request for Proposals. The proposer receiving the highest point total during the evaluation phase of the selection process may be called in for negotiations. The contract will be awarded based on the Best Value to the RTA. RTA shall have the right to conduct any reviews it deems necessary and audit the business records of any and all proposers to determine the fairness and reasonableness of the offer. RTA reserves the right to award this contract without conducting negotiations.

1.13 AWARD PROCEDURE

Within a reasonable time after the proposal receipt deadline, the RTA will transmit the contract documents to the Contractor. The contract documents will, at a minimum, consist of this Request for Proposals and any addenda thereto, the Contractor's proposal, RTA's standard contract provisions and provisions required by FTA.

1.14 OFFERS

Each proposal submitted shall include all labor, materials, tools, equipment, and other costs necessary to fully complete the scope of services pursuant to the specifications provided herein. Any omissions derived from such specifications which are clearly necessary for the completion of the work specified herein shall be considered a portion of this Request for Proposals.

1.15 ADDENDA

Proposers shall acknowledge receipt of all addenda to this Request for Proposals. Acknowledged receipt of each addendum shall be clearly established and included with each proposal. The undersigned acknowledges receipt of the following addenda.

Addendum No. I , dated 01/07/2021

Addendum No. II , dated 01/14/2021

Addendum No. , dated

Security Experts and Leaders 1, Inc.
Company Name

Natalie Rowe

Company Representative

A handwritten signature in cursive script that reads "Natalie Rowe". The signature is written over a horizontal line.

RFP 2020-032

NON-COLLUSION AFFIDAVIT

STATE OF Louisiana

PARISH OF St Tammany

Reginald Rowe, being first duly sworn, deposes and says that:

- (1) He is (Owner) (Partner) (Officer) (Representative) or (Agent), of Security Experts an Leaders 1, Inc., the Contractor that has submitted the attached bid;
- (2) Such Bid is genuine and is not a collusive or sham Bid.
- (3) The attached bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly colluded, conspired connived or agreed with any bidder or anyone else to put on a sham bid, or refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit, or cost element of such bid price or that of any other bidder, or to secure any advantage against RTA or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual; and further that said bidder will not pay or agree to pay directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any individual, for aid or assistance in securing contract above referred to in the event the same is awarded to said bidder.

Signed: [Signature]
C.E.O

Title: _____

Sworn to me and subscribed in my presence this 19 day of January 2024, A.D.,

Vashti Batiste - 67037
Vashti Batiste NOTARY PUBLIC

**CERTIFICATION ON PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS**

The Primary Participant (Potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

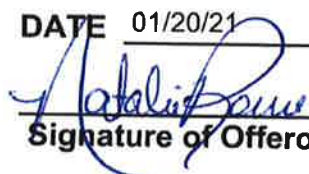
(If the primary participant is unable to certify to any of the statements in this certification, the participants shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT, (POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT, CERTIFIES OR AFFIRMS THAT TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ ARE APPLICABLE HERETO.

COMPANY Security Experts and Leaders 1, Inc.

ADDRESS 6600 Plaza Drive Suite 301, New Orleans, LA 70127

DATE 01/20/21



Signature of Offeror's Authorized Representative

**CERTIFICATION REGARDING DEBARMENT
SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION - LOWER TIER COVERED TRANSACTION**

- 1. The prospective lower tier participant certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.**

- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this offer.**

- 3. The Lower-Tier participant (Potential Contractor under a major Third Party Contract), certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C., 3801 ET SEQ are applicable thereto.**

COMPANY Reliable Security, LLC

ADDRESS 4783 Rosalia Drive , New Orleans, LA 70127

DATE 01-20-21



Signature of Offeror's Authorized Representative

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Natalie T. Rowe, Vice President of Security Experts and Leaders 1, Inc hereby certify on
(Name and Title of Offeror Official)

behalf of Reginald Rowe, President of Security Experts and Leaders 1, Inc. that:
(Name of Offeror)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influenced an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 19th day January, 2021.

BY Natalie Rowe

Witnesses: Natalie Rowe
(Signature of Authorized Official)

Vice President
(Title of Authorized Official)

Sworn to and subscribed before me on this 19 day of January, 2021.

Notary Public In and For St Tammany Parish/County

State of Louisiana

Vashuta Butts 67037

PARTICIPANT INFORMATION FORM

All offerors are required to submit the information contained on this form. This information is a condition of submitting an offer to the RTA. Offerors must insure that **ALL** sub-contractors, sub-contractors or others at all tiers, which are proposed to be used or used under any agreement issued by RTA have submitted an executed copy of this form. RTA is required to maintain this information by the Federal Transit Administration and it is not subject to waiver.

Firm Name Security Experts and Leaders 1, Inc.

Firm Address 6600 Plaza Drive Suite 301, New Orleans, L A 70127

Telephone Number 504-248-7174

Fax Number 504-248-7131

E-Mail Address nrowe@sealsecuritygroup.com

Firm's status as Disadvantaged Business Enterprise (DBE) or Non- DBE Non-DBE

Age of the firm eight (8) years

Annual gross receipts of the firm \$1,228,243.83

Prime or Sub-Contractor Prime Contractor

NAICS code (s) 561612

I certify to the best of my knowledge that the above information is true and correct:

Signature 

Title Vice President

Date 1/19/2021

RTA Project No. RFP # 2020-032

FAILURE TO PROVIDE AN EXECUTED COPY OF THIS FORM AS STIPULATED HEREIN MAY PRECLUDE YOUR OFFER FROM CONSIDERATION FOR AWARD.

PARTICIPANT INFORMATION FORM

All offerors are required to submit the information contained on this form. This information is a condition of submitting an offer to the RTA. Offerors must insure that **ALL** sub-contractors, sub-contractors or others at all tiers, which are proposed to be used or used under any agreement issued by RTA have submitted an executed copy of this form. RTA is required to maintain this information by the Federal Transit Administration and it is not subject to waiver.

Firm Name Reliable Security, LLC

Firm Address 4783 Rosalia Drive

Telephone Number 504-723-7261

Fax Number _____

E-Mail Address leedoss@gmail.com

Firm's status as Disadvantaged Business Enterprise (DBE) or Non- DBE DBE

Age of the firm 11 years

Annual gross receipts of the firm \$243,985.62

Prime or Sub-Contractor Sub-Contractor

NAICS code (s) 561612

I certify to the best of my knowledge that the above information is true and correct:

Signature 

Title Owner

Date 01-20-21

RTA Project No. RFP#2020-032

FAILURE TO PROVIDE AN EXECUTED COPY OF THIS FORM AS STIPULATED HEREIN MAY PRECLUDE YOUR OFFER FROM CONSIDERATION FOR AWARD.



DBE FORM 4 --DBE PARTICIPATION PLAN (For RFPs and RFQs)

RESPONDENTS TO RFPs AND RFQS: This completed form must be furnished with your proposal. You must complete every section of the form or your proposal will be deemed non-responsive. If a section is not applicable to your proposal, you must explain why it is not applicable or your proposal will be deemed non-responsive. You must submit your response on the DBE Responsiveness Form 4 or your proposal will be deemed non-responsive. You may use additional pages as warranted.

RFPI/RFQ/Solicitation #: RFP 2020-032 Date: 01 / 20 / 2021
 Description: Transit Security Services
 Name of Respondent: Security Experts and Leaders 1, Inc.

Please check the appropriate space:

- The proposer is committed to the contract goal of 23 % DBE utilization on this contract. (if selected, you must complete and submit DBE Compliance Form 1 and 2 in order to be awarded a contract.)
- The proposer is unable to meet the DBE contract goal, however is committed to a minimum of _____ % DBE utilization on this contract and will submit documentation demonstrating good faith efforts. (If selected, you must complete and submit DBE Compliance Forms 1 and 3 and DBE Compliance Form-2 if applicable along with all required supporting documentation in order to be awarded a contract.)

SECTION I - DBE COMMITMENT TO CONTRACT GOAL: You must list all DBE firms that you have identified to participate on the contract. **PLEASE NOTE: Every DBE firm listed MUST be utilized on the project. To remove and/or replace a DBE firm you must submit a request for removal and substitution and you must receive approval from the DBELO to remove and/or replace the firm.**

| DBE FIRM & NAME of DBE | PHONE | SOURCE OF CERTIFICATION (SLDBE or LAUCP) | SCOPE OF WORK TO BE PERFORMED BY THE DBE | VALUE of PROPOSED CONTRACT with DBE (If Known) | ESTIMATED % OF TOTAL CONTRACT |
|----------------------------|--------------|--|--|--|-------------------------------|
| 1. Reliable Security , LLC | 504-723-7261 | LAUCP | Providing Training and Staffing | \$ 201,344.00 | 23 % |
| 2. | | | | \$ | % |
| 3. | | | | \$ | % |
| 4. | | | | \$ | % |
| 5. | | | | \$ | % |
| 6. | | | | \$ | % |
| 7. | | | | \$ | % |
| 8. | | | | \$ | % |
| TOTALS | | | | \$ | % |

RTA  *Regional Transit Authority*
DBE FORM 4 --DBE PARTICIPATION PLAN (For RFPs and RFQs)

SECTION IV - PAST PERFORMANCE: You must provide details of you firm's past performance in compliance with DBE goals.

| AGENCY NAME | PROJECT NAME | COMPLETION DATE | DBE PARTICIPATION ACHIEVED | DBE OFFICE VERIFICATION |
|----------------------------|--------------------------------------|-----------------|----------------------------|-------------------------|
| Reliable Security Services | Raba Kistner EPA Removal New Orleans | 06/15/2019 | 16% | |
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SECTION V - OTHER: If you have not identified DBE firms for attainment of the DBE goals and have not listed commitments to specific DBE firms for participation in Section I that equals the total contract goal for this project, you must provide narrative details of any other efforts your firm will conduct to attain the DBE goal.

**Regional Transit Authority
Administrative Review Form**

Project Name: Transit Security Services

Type of Solicitation: RFP 2020-032

DBE Participation Goal: 23%

Number of Respondents: 12

| Prime, Primary Contact and Phone Number | DBE and Non-DBE Subconsultants | DBE Commitment Percentage | Price (RFP and ITB ONLY) |
|---|---------------------------------------|----------------------------------|---------------------------------|
| Prime Firm: Pinnacle Security & Investigation Inc. Contact: Chad J. Perez, CEO Phone: 504-934-1411 | NONE | 100 % | |
| Prime Firm: Universal Protection Service LLC dba Allied Universal Security Corporation Contact: Sarah Newchurch Phone: 504-247-6730 | Elliot Security Solutions, LLC | 25 % | |
| Prime Firm: Excelsior Arms Security Services Contact: Robert Mitchell Phone: 504-258-2370 | NONE | 23% | |
| Prime Firm: Security Experts and Leaders Contact: Natalie T. Rowe Phone: 504-248-7174 | Reliable Security LLC | 23% | |
| Prime Firm: Justice For All Security Services Contact: Christopher Davis Phone: 504-6053287 | NONE | | |
| Prime Firm: Orleans Security, LLC dba Force 1 Protection Contact: Kevin P. Fucich, President Phone: 504-525-7676 | NONE | 100 % | |
| Prime Firm: Security Alliance, LLC Contact: William A. Murphy, President Phone: 305-670-6544 | L & R Security, Inc. | 23% | |
| Prime Firm: GardaWorld Security Services Contact: Bonnie Vassalo Phone: 504-252-8451 | NONE | 23% | |
| Prime Firm: Vets Securing America Contact: Gerald Gregory, president & Founder Phone: 800-441-1808 | Coastal Private Protection Security | 23% | |

| | | | |
|---|-------------------------|------|--|
| Prime Firm: Gulf Coast Security Enterprises, LLC Contact: Tommie Landrum, Owner Phone: 228-243-2970 | NONE | 100% | |
| Prime Firm: Prosegur Services Group Contact: Steven Lindo Phone: 703-464-4735 | Orleans Security LLC | 23% | |
| Prime Firm: Inter-Con Security Systems Contact: Enrique Hernandez Phone: 626-535-2200 | L & R Security Services | 23% | |

*Indicates certified DBE firm that will contribute to the project's participation goal

| Prime Firm Name | Required Items | | | | | | | | |
|---|--------------------|---------------|-----------------|-----------------|--------------------------|------------|------------------|--------------------------|---------|
| | Letter of Interest | Non Collusion | Debarment Prime | Debarment Lower | Restrictions on Lobbying | DBE Form 4 | Participant Info | Consultant Questionnaire | Addenda |
| Pinnacle Security Investigation, Inc. | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| Universal Protection Service, LLC, dba Allied Universal Security Services | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| Excelsior Arms Security Services | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| Security Experts & Leaders | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| Justice For All Security Services | Y | N | N | N | N | N | N | N | N |
| Orleans Security, LLC dba Force 1 Protection | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| Security Alliance, LLC | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| GardaWorld Security Services | Y | Y | Y | Y | Y | Y | Y | Y | Y |

| | | | | | | | | | |
|--------------------------------------|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| Vets Securing America | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| Gulf Coast Security Enterprises, LLC | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| Prosegur Services Group | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| Inter-Con Security Systems | Y | Y | Y | Y | Y | Y | Y | Y | Y |

Procurement Personnel Only

| Prime Firm Name | Bid Bond | *Insurance | Responsiveness Determination | Responsible Determination | | | | | |
|---|----------|------------|------------------------------|---------------------------|---------|---------------------|-------------------|---------------------|----------------------------|
| | | | Certifications /Licenses | Facilities / Personnel | SAM.Gov | Previous Experience | Years in Business | Financial Stability | LA License No. if required |
| Pinnacle Security Investigation , Inc. | N/A | N/A | Y | Y | Y | Y | 8 | Y | N/A |
| Universal Protection Service, LLC, dba Allied Universal Security Services | N/A | N/A | Y | Y | N | Y | 15 | Y | N/A |
| Excelsior Arms Security Services | N/A | N/A | Y | Y | Y | Y | 45 | Y | N/A |
| Security Experts & Leaders | N/A | N/A | Y | Y | Y | Y | 25 | Y | N/A |

| | | | | | | | | | |
|--|-----|-----|---|---|-----|---|-----|---|-----|
| Justice For All Security Services | N/A | N/A | Y | Y | Y | Y | 17+ | Y | N/A |
| Orleans Security, LLC dba Force 1 Protection | N/A | N/A | Y | Y | Y | Y | 40 | Y | N/A |
| Security Alliance, LLC | N/A | N/A | Y | Y | Y | Y | 15 | | |
| GardaWorld Security Services | N/A | N/A | Y | Y | Y | Y | 26 | Y | N/A |
| Vets Securing America | N/A | N/A | Y | Y | Y | Y | 5 | Y | |
| Gulf Coast Security Enterprises, LLC | N/A | N/A | Y | Y | Y | Y | 13 | Y | N/A |
| Prosecur Services Group | N/A | N/A | Y | Y | Y | Y | 13 | Y | N/A |
| Inter-Con Security Systems | N/A | N/A | Y | Y | N/A | Y | 14 | Y | N/A |

*Successful Contractor must submit prior to award.

Review and verification of the above required forms, the below listed vendor is hereby found responsive to this procurement.

Vendor Name: Security Experts and Leaders

Certified by: Name and Title Adonis C. Expose', Contract Administrator II

Review and verification of the above required forms, the below listed vendor is hereby found responsible for award of this procurement.

Vendor Name: Security Experts and Leaders

Certified by: Name and Title Adonis C. Expose', Contract Administrator II



Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6301

504.827.8300

www.norta.com

RESOLUTION NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO AWARD A CONTRACT FOR
TRANSIT SECURITY SERVICES**

Introduced by Commissioner _____, seconded by
Commissioner _____.

WHEREAS, the Board of Commissioners of the Regional Transit Authority (RTA) previously authorized staff to solicit for proposals for Transit Security Services; and

WHEREAS, the RTA issued a Request for Proposals solicitation (RFP) #2020-032 for Transit Security Services; and

WHEREAS, eleven (11) proposals were received and ten (10) proposals were deemed responsive; and

WHEREAS, RTA staff evaluated all elements of the submittals in accordance with requirements prescribed by the RTA, Louisiana Public Bid Law and the Federal Transit Administration; and

WHEREAS, the following vendor was evaluated and received the highest score: Security Experts and Leaders (SEAL); and



RESOLUTION NO. _____

PAGE TWO

WHEREAS, the RTA staff evaluated all cost components submitted by the vendor and determined the price to be fair and reasonable; and

WHEREAS, funding is available through RTA Operating Account # 1330099.7650.161 for a total cost not to exceed ONE MILLION EIGHT THOUSAND NINE HUNDRED TWENTY DOLLARS AND ZERO CENTS (\$1,008,920.00). Contract duration is three (3) years with two (2) 1-year options.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the RTA that the Chairman of the Board, or his designee, is authorized to execute a contract with Security Experts and Leaders (SEAL).

THE FOREGOING WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE _____ DAY OF MAY, 2021.

FLOZELL DANIELS, JR.
CHAIRMAN
BOARD OF COMMISSIONERS



Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6301

504.827.8300

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New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 21-058

Board of Commissioners

Proposed Grant Application Submittal-FY 2021 Section 5307 Allocated Funds

| | |
|---|---|
| DESCRIPTION: Grant Application for FY 2021 Section 5307 allocated funds | AGENDA NO: Click or tap here to enter text. |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other | |

RECOMMENDATION:

Authorize the Chief Executive Officer to submit a grant application.

ISSUE/BACKGROUND:

Staff is interested in filing a grant application for Fiscal Year 2021 Section 5307 allocated funds. The Section 5307 funding is our capital funding which is used for the Preventative Maintenance costs associated with Bus and Para Transit Vehicles as well as Preventative Maintenance costs for the Ferry vessels. In addition, 1% of this allocation is assigned to Security for its use.

DISCUSSION:

To receive FY 2021 Section 5307 allocated grant funds an application will need to be submitted to the Federal Transit Administration (FTA).

FINANCIAL IMPACT:

Total Budget is \$13,673,973; Federal Share is \$10,939,098 and RTA Local Match is \$2,734,875.

NEXT STEPS:

Upon Board approval staff will submit FY 2021 grant application for Section 5307.

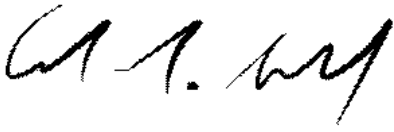
ATTACHMENTS:

Resolution authorizing the filing of a grant application with the Department of Transportation.

Prepared By: Raymond Vance
Title: Grants Administration Manager

Reviewed By: Mark Major
Title: Deputy Chief Financial Officer

Reviewed By: Gizelle Johnson-Banks
Title: Chief Financial Officer



Alex Wiggins
Chief Executive Officer

5/6/2021

Date



RESOLUTION NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

Resolution Authorizing the Filing of a Grant Application with the Department of Transportation, United States of America, for a Grant under 49 U.S.C. 5307 of the Fixing America’s Surface Transportation (FAST) Act, 2015, for Approximately \$10,939,098. The Regional Transit Authority will provide \$2,734,875 Local Match.

Introduced by Commissioner _____, seconded by
Commissioner _____.

WHEREAS, the Secretary of Transportation is authorized to make grants for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant; and

WHEREAS, the Regional Transit Authority is applying for Section 5307 grant application for fiscal year 2021 funding in the amount of \$10,939,098 for PM (Bus) \$10,184,607, PM (Ferry) \$490,000, PM (Kenner) \$160,000 and Security Equipment \$104,491. The total eligible cost is \$13,673,973 and will be funded 80% FTA and 20% RTA match. The federal participation is \$10,939,098 and the RTA local match is \$2,734,875; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with filing an application for assistance under Section 5307 of the Fixing America’s Surface Transportation Act, 2015, the Regional Transit Authority gives an assurance that it will comply with the Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirement; and



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New Orleans, LA 70119-6301

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RESOLUTION NO. _____

Page 2

WHEREAS, it is the goal of the Regional Transit Authority that Disadvantaged Business Enterprises (DBE) be afforded full opportunities to participate in connection with these projects, and that definitive procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts or consultant and other services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority:

1. That the Chairman of the Board of Commissioners, or his designee, is authorized to execute and submit grant proposals on behalf of the Regional Transit Authority with the U.S. Department of Transportation, to aid in financing capital projects pursuant Section 5307 of the Fixing America's Surface Transportation (FAST) Act, 2015; and
2. That the Chairman of the Board of Commissioners, or his designee, is authorized to execute and submit proposals with an assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of the Title VI of the Civil Rights Act of 1964; and
3. That the Chairman of the Board of Commissioners, or his designee, is authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the grant proposal for the project; and
4. That the Chairman of the Board of Commissioners, or his designee, is authorized to set forth and execute affirmative minority business policies in connection with the program of projects procurement needs; and



RESOLUTION NO. _____

Page 3

5. That the Chairman of the Board of Commissioners, or his designee, is authorized to execute grant agreements with the U.S. Department of Transportation to aid in the financing of capital projects pursuant Section 5307 of the Fixing America's Surface Transportation (FAST) Act, 2015.

THE FOREGOING WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE 25TH DAY OF MAY 2021.

**FLOZELL DANIELS, JR.
CHAIRMAN
BOARD OF COMMISSIONERS**



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 21-059

Board of Commissioners

Proposed Grant Application Submittal-FY 2021 Section 5339 Allocated Funds

| | |
|---|---|
| DESCRIPTION: Grant Application for FY 2021 Section 5339 allocated funds. | AGENDA NO: Click or tap here to enter text. |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other | |

RECOMMENDATION:

Authorize the Chief Executive Officer to submit a grant application.

ISSUE/BACKGROUND:

Staff is interested in filing a grant application for Fiscal Year 2021 Section 5339 allocated funds. The Section 5339 funding is for Bus and Bus Facilities. These funds are used for the repairs to the facility buildings as well as tools and equipment for the buses and Para Transit vehicles. Bus stop signage and amenities can be purchased using these funds.

DISCUSSION:

To receive FY 2021 Section 5339 allocated grant funds an application will need to be submitted to the Federal Transit Administration (FTA).

FINANCIAL IMPACT:

Total Budget is \$1,436,375; Federal Share is \$1,149,100 and RTA local match is \$287,275

NEXT STEPS:

Upon Board approval staff will submit FY 2021 grant application for Section 5339.

ATTACHMENTS:

Resolution authorizing the filing of a grant application with the Department of Transportation.

Prepared By: Raymond Vance
Title: Grants Administration Manager

Reviewed By: Mark Major
Title: Deputy Chief Financial Officer

Reviewed By: Gizelle Johnson-Banks
Title: Chief Financial Officer



Alex Wiggins
Chief Executive Officer

5/6/2021

Date



RESOLUTION NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

Resolution Authorizing the Filing of a Grant Application with the Department of Transportation, United States of America, for a Grant under 49 U.S.C. 5339 of the Fixing America’s Surface Transportation (FAST) Act, 2015, for Approximately \$1,149,100. The Regional Transit Authority will provide \$287,275 Local Match.

Introduced by Commissioner _____, seconded by
Commissioner _____.

WHEREAS, the Secretary of Transportation is authorized to make grants for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant; and

WHEREAS, the Regional Transit Authority is applying for Section 5339 grant application for fiscal year 2021 funding in the amount of \$1,149,100 for the following; Shelter and Bus Stop Amenities \$460,000, ENO Maintenance Building Phase II \$250,182, Service Trucks (2) \$238,102, ENO Garage Lifts \$64,637, Para transit Support Equipment \$64,000, Portable Column Lifts \$49,950, and Shop Tools and Equipment \$22,229. The total eligible cost is \$1,436,375 and will be funded 80% FTA and 20% RTA match. The federal participation is \$1,149,100 and the RTA local match is \$287,275; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with filing an application for assistance under Section 5339 of the Fixing America’s Surface Transportation Act, 2015, the Regional



RESOLUTION NO. _____

Page 2

Transit Authority gives an assurance that it will comply with the Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirement; and

WHEREAS, it is the goal of the Regional Transit Authority that Disadvantaged Business Enterprises (DBE) be afforded full opportunities to participate in connection with these projects, and that definitive procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts or consultant and other services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority:

1. That the Chairman of the Board of Commissioners, or his designee, is authorized to execute and submit grant proposals on behalf of the Regional Transit Authority with the U.S. Department of Transportation, to aid in financing capital projects pursuant Section 5339 of the Fixing America's Surface Transportation (FAST) Act, 2015; and
2. That the Chairman of the Board of Commissioners, or his designee, is authorized to execute and submit proposals with an assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of the Title VI of the Civil Rights Act of 1964; and
3. That the Chairman of the Board of Commissioners, or his designee, is authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the grant proposal for the project; and



RESOLUTION NO. _____

Page 3

4. That the Chairman of the Board of Commissioners, or his designee, is authorized to set forth and execute affirmative minority business policies in connection with the program of projects procurement needs; and

5. That the Chairman of the Board of Commissioners, or his designee, is authorized to execute grant agreements with the U.S. Department of Transportation to aid in the financing of capital projects pursuant Section 5339 of the Fixing America's Surface Transportation (FAST) Act, 2015.

THE FOREGOING WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE 25TH DAY OF MAY 2021.

FLOZELL DANIELS, JR.
CHAIRMAN
BOARD OF COMMISSIONERS



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 21-060

Board of Commissioners

Proposed Grant Application Submittal-FY 2021 Section 5337 Allocated Funds

| | |
|---|---|
| DESCRIPTION: Grant Application for FY 2021 Section 5337 allocated funds | AGENDA NO: Click or tap here to enter text. |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other | |

RECOMMENDATION:

Authorize the Chief Executive Officer to submit a grant application.

ISSUE/BACKGROUND:

Staff is interested in filing a grant application for fiscal year 2021 Section 5337 allocated funds. The Section 5337 funding is for the State of Good Repairs on Fixed Guideway vehicles and vehicle facilities. Fixed Guideway represents the streetcars and streetcar facilities. In addition, Preventative Maintenance costs for the Streetcars are also covered under this funding.

DISCUSSION:

To receive FY 2021 Section 5337 allocated grant funds an application will need to be submitted to the Federal Transit Administration (FTA).

FINANCIAL IMPACT:

Total Budget is \$5,855,310; Federal Share is \$4,684,248 and RTA Local Match is \$1,171,062.

NEXT STEPS:

Upon Board Approval staff will submit FY2021 grant application for Section 5337.

ATTACHMENTS:

Resolution authorizing the filing of a grant application with the Department of Transportation.

Prepared By: Raymond Vance
Title: Grants Administration Manager

Reviewed By: Mark Major
Title: Deputy Chief Financial Officer

Reviewed By: Gizelle Johnson-Banks
Title: Chief Financial Officer



5/5/2021

Alex Wiggins
Chief Executive Officer

Date



Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6301

504.827.8300

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RESOLUTION NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

Resolution Authorizing the Filing of a Grant Application with the Department of Transportation, United States of America, for a Grant under 49 U.S.C. 5337 of the Fixing America's Surface Transportation (FAST) Act, 2015, for Approximately \$4,684,248. The Regional Transit Authority will provide \$1,171,062 Local Match.

Introduced by Commissioner _____, seconded by
Commissioner _____.

WHEREAS, the Secretary of Transportation is authorized to make grants for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant; and

WHEREAS, the Regional Transit Authority is applying for Section 5337 grant application for fiscal year 2021 funding in the amount of \$4,684,248 for the following; PM (Rail) \$2,398,069, PM (HOV) \$179,847, Canal/Riverfront Converter Rebuild \$1,146,796, Canal Streetcar HVAC Refurbishment Project \$550,656, Napoleon Facility Storm Water Management Project \$120,000, and Track Tools, Parts & Equipment \$288,880. The total eligible cost is \$5,855,310 and will be funded 80% FTA and 20% RTA match. The federal participation is \$4,684,248 and the RTA local match is \$1,171,062; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with filing an application for assistance under Section 5337 of the Fixing America's Surface Transportation Act, 2015, the Regional



RESOLUTION NO. _____

Page 2

Transit Authority gives an assurance that it will comply with the Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirement; and

WHEREAS, it is the goal of the Regional Transit Authority that Disadvantaged Business Enterprises (DBE) be afforded full opportunities to participate in connection with these projects, and that definitive procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts or consultant and other services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority:

1. That the Chairman of the Board of Commissioners, or his designee, is authorized to execute and submit grant proposals on behalf of the Regional Transit Authority with the U.S. Department of Transportation, to aid in financing capital projects pursuant Section 5337 of the Fixing America's Surface Transportation (FAST) Act, 2015; and
2. That the Chairman of the Board of Commissioners, or his designee, is authorized to execute and submit proposals with an assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of the Title VI of the Civil Rights Act of 1964; and
3. That the Chairman of the Board of Commissioners, or his designee, is authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the grant proposal for the project; and



RESOLUTION NO. _____

Page 3

4. That the Chairman of the Board of Commissioners, or his designee, is authorized to set forth and execute affirmative minority business policies in connection with the program of projects procurement needs; and

5. That the Chairman of the Board of Commissioners, or his designee, is authorized to execute grant agreements with the U.S. Department of Transportation to aid in the financing of capital projects pursuant Section 5337 of the Fixing America's Surface Transportation (FAST) Act, 2015.

THE FOREGOING WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE 25TH DAY OF MAY 2021.

**FLOZELL DANIELS, JR.
CHAIRMAN
BOARD OF COMMISSIONERS**



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 21-073

Board of Commissioners

Fixed Route Bus Purchase

| | |
|---|---|
| DESCRIPTION: (21) 40' Bus Purchase from New Flyer of America, Inc. from Virginia State Contract #E194-75548-MA2275 | AGENDA NO: Click or tap here to enter text. |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other | |

RECOMMENDATION:

Authorize the Chief Executive Officer to award a contract to New Flyer of America, Inc. for the purchase of 21 new buses, utilizing the State of Virginia contract #E194-75548-MA2275.

ISSUE/BACKGROUND:

The FTA has awarded the RTA a grant to replace (20) Orion VII forty-foot buses and (1) Orion VII thirty-five-foot bus that have reached their useful service life.

The funding is currently available through grant number LA2021-014.1111.111201 in the amount of \$9,012,091.20 and Local match funds of \$2,253,022.80. The project cost estimate is \$11,265,114.00.

The RTA's previous three bus purchases came through the Virginia State Contract for the purpose of securing the best possible pricing for the agency.

DISCUSSION:

The purpose of the purchase of the replacement vehicles is to enable the RTA to effectively carry out its day-to-day operations. The purchase is critical to maintaining the function, reliability, and support of the Fixed Route services on behalf of the Regional Transit Authority.

FINANCIAL IMPACT:

The financial impact to the RTA's local operating account 1.1111 will be in the amount of \$2,253,022.80.

NEXT STEPS:

Once approved, a purchase order will be generated and given to the vendor to secure a bus build start date and scheduled delivery dates for the new equipment.

ATTACHMENTS:

Resolution

Revised Quotation

Copy of Virginia State Contract

Solicitation Routing Request Sheet

Prepared By: Alisa Maniger
Title: Administrative Analyst

Reviewed By: Thomas E. Stringer, Jr.
Title: Deputy CEO Chief Operating Officer

Reviewed By: Gizelle Johnson Banks
Title: Chief Operating Officer



5/20/2021

Alex Wiggins
Chief Executive Officer

Date



Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6301

504.827.8300

www.norta.com

RESOLUTION NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO AWARD A CONTRACT FOR THE PURCHASE OF (21) 40ft. BUSES
FROM NEW FLYER OF AMERICA INC. OF ANNISTON, AL. FROM VIRGINIA STATE
CONTRACT #E194-75548-MA2275**

Introduced by Commissioner _____,
seconded by Commissioner _____.

WHEREAS, the Board of Commissioners of the Regional Transit Authority has the need to replace (21) Fixed Route service buses that have passed their useful life; and

WHEREAS, the purchase of these replacement vehicles, will enable the RTA to effectively carry out its day to day operation; and

WHEREAS, staff has evaluated and determined that purchasing the (21) vehicles from New Flyer of America through Virginia State Contract #E194-75548-MA2275 is the most cost effective way to replace the vehicles; and

WHEREAS, RTA’s Disadvantaged Business Compliance Manager determined that there was no DBE goal set for this project since there are subcontracting opportunities; and



RESOLUTION NO. _____
Page 2

WHEREAS, staff evaluated all cost components submitted by vendor and determined the price to be fair and reasonable; and

WHEREAS, it is in the opinion of the RTA Board of Commissioners that the purchase of the twenty-one vehicles is critical to maintaining the function, reliability and support of the Fixed Route services on behalf of the Regional Transit Authority; and

WHEREAS, funding for the above stated project is made through Grant LA-2021-014.1111.111201 in the amount of NINE MILLION TWELVE THOUSAND NINETY-ONE DOLLARS AND TWENTY CENTS (\$9,012,091.20) and local match of TWO MILLION TWO HUNDRED FIFTY-THREE THOUSAND TWENTY-TWO DOLLARS AND EIGHTY CENTS (\$2,253,022.80) for a total project cost of ELEVEN MILLION TWO HUNDRED SIXTY-FIVE THOUSAND ONE HUNDRED FOURTEEN DOLLARS (\$11,265,114.00); and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, is authorized to execute a contract with New Flyer of America Inc. Bus Sales per Virginia State Contract #E194-75548-MA2275.

THE FOREGOING WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS: _____
NAYS: _____
ABSTAIN: _____
ABSENT: _____



Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6301

504.827.8300

www.norta.com

RESOLUTION NO. _____

Page 3

AND THE RESOLUTION WAS ADOPTED ON THE 25th DAY OF MAY 2021.

**FLOZELL DANIELS
CHAIRMAN
BOARD OF COMMISSIONERS**



Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6301

504.827.8300

www.norta.com



May 14, 2021

Thomas Stringer
Chief Operations Officer
Regional Transport Authority
2817 Canal Street
New Orleans, LA
70119
504-827-8449

Subject: REVISED Quotation for Heavy Duty Low-Floor 35' and 40' foot Diesel Transit Buses

Dear Mr.Stringer

New Flyer is pleased to submit revised option price quotations for the production of twenty-one (QTY 21) 35' Diesel and twenty-one (QTY 21) 40' Diesel buses based on New Flyer's contract with Commonwealth of Virginia.

The proposed buses will be technically configured as SR 2443 including additional changes listed in the Price Change Detail of our proposal submission.

The price for twenty-one (QTY 21) 40' buses is **\$536,434/bus.**

The price for twenty-one (QTY 21) 35' buses is \$528,971/bus.

Volume discount of \$4,099/per bus is included.

New Flyer of America has included optional pricing for a Driver's Door and New Orleans specific Decal and Paint Scheme. The revision includes adding remote controlled street side mirror, New Orleans specific Motorola radio, Altro slip resistant floor covering, UltraCapacitor, and 5 year warranty on the engine and transmission. Please refer to the option Price Quote for specific pricing.

We want to take this opportunity to highlight key elements of our proposal:

Warranty: New Flyer exceeds industry standard warranties in many areas such as 5 year / 300,000 miles warranty for axle (Standard warranty is 2 years) and our multiplex warranty is 3 years/150,000 miles (Standard competitor warranty is 1 year/50,000 miles). Please refer to our attached warranty proposal.

Training: New Flyer Training is an organization within the New Flyer Customer Services group – a division of New Flyer Industries. As a part of the leading manufacturer of heavy-duty transit buses in the United States and Canada, we have access to top design, engineering, propulsion technology and electrical systems professionals. This enables us to offer the service and expertise to maximize the lifetime value of your fleet. Please refer to our attached training proposal details.

Publications: Our New Flyer Publications professionals combine extensive, hands-on technical experience with exceptional writing, illustrating and publishing skills to create the industry's benchmark in maintenance manuals. Supplying accurate information in a timely manner assists the customer in the performance of proper

bus maintenance, which in turn, adds to the overall reliability and lifetime value of each New Flyer bus on the road. Please refer to our attached publications proposal for details.

Tooling and Diagnostics: Please refer to our attached proposal Tooling and Diagnostic proposal package.

Delivery Proposal: New Flyer is proposing line entry in early Quarter 1, 2021. These buses will have 2020 EPA compliant engines.

Payment Terms: Following the terms and conditions of New Flyer's contract with Commonwealth of Virginia our proposed payment terms are as follows:

- Payment terms are Net 30 days
- Acceptance is within 15 days of delivery

This is a very important project to us as it allows us the opportunity to build on the strong relationship we have enjoyed with RTA. It also affords us the opportunity to deliver to you, once again, some of the most advanced vehicles available in North America. We thank you for your continued interest in New Flyer products and look forward to working with you in the near future.

The quotation is open for acceptance until May 31, 2021.

Sincerely,

Adrian Graca

Business Segment Director

P 204.470.5521

adrian_graca@newflyer.com

New Flyer || Built to RELY ON®

[website](#) | [twitter](#) | [facebook](#) | [linkedin](#) | [youtube](#)

cc; Chris Dabbs, Regional Sales
Manager

CONTRACT E194-75548-MA2275

BETWEEN

**THE COMMONWEALTH OF VIRGINIA AND
NEW FLYER OF AMERICA, INC.**

2020

**TRANSIT BUSES
CNG, DIESEL, HYBRIDS**

1. SCOPE OF CONTRACT

This is a master ordering agreement (the "Master Agreement" or "Master Contract" or "Contract") between the Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply ("Commonwealth" or "DGS" or "DPS" or "DGS/DPS" or "Virginia" or "Commonwealth of Virginia") and NEW FLYER OF AMERICA, INC. (the "Contractor" or "New Flyer"), a North Dakota corporation having its principal place of business at 6200 Glenn Carlson Drive, St Cloud, MN 56301 for the provision of buses, which services include provision of all related integral-and/or peripheral equipment, products, component parts,/materials, and supplies (collectively termed "Equipment" or "Products" or "Buses"), together with related warranty and repair services (collectively termed "Services") necessary to provide and maintain Products in accordance with the Original Equipment Manufacturer ("OEM") technical specification and operational performance standards, pursuant to the Commonwealth Request For Proposal #E194-193, dated May 31, 2016 (the "RFP#E194-193" or "RFP") and the Contractor's proposal, dated August 11, 2016, in response thereto.

This Contract contains the terms and conditions by which Commonwealth agencies, institutions, and other public bodies as defined in Virginia Code § 2.2-4301, entitled "Definitions" of the Virginia Public Procurement Act (VPPA), as amended, and hereinafter referred to as "Authorized Users," are to acquire (new) heavy-duty, low-floor transit Buses, including all Equipment or Products as defined herein together with all Service needed to ensure that all Buses and Equipment acquired under the Contract can be operated, serviced, and maintained by Authorized Users in accordance with all pertinent operating standards and performance specifications of the Contractor, or OEM for any third-party Products or Services provided by the Contractor under this Master Agreement, and pursuant to the Commonwealth's RFP # E194-193, and the Contractor's proposal dated August 11, 2016 in response thereto.

This Contract is being entered into by DGS on behalf of the Virginia Department of Rail and Public Transportation ("DRPT"). Therefore, Contractor agrees that all Products or Services provided within scope of this Contract shall be provided to all Authorized Users in a manner that assists the DRPT in its core mission to facilitate and improve the mobility of all citizens of the Commonwealth and to promote the efficient transport of goods and people in a safe, reliable and cost-effective manner, with a transit goal to expand or improve transportation choices in Virginia and as embodied in DRPT's reference reports and materials: <http://www.drpt.virginia.gov/about-us/core-mission>.

Contractor and Commonwealth shall develop a first class model for public body support and ensure the Commonwealth is a national leader in understanding and meeting customer needs, and is a leader in contract innovation, while building a supplier-customer relationship that supports the Commonwealth's strategic objective to include obtaining high quality goods and services at reasonable costs, while ensuring ongoing innovation in the products obtained which provide overall best value.

This Contract is the result of a competitive solicitation and its use is optional for public bodies and entities authorized to use the Contract by the Code of Virginia § 2.2-1120. Pursuant to Code § 2.2-1120, Authorized Users shall also include any organization that provides transportation services in Virginia and receives funding from the Federal Transit Administration or the Commonwealth Transportation Fund, as well as certain private, nonprofit 501(c)(3) institutions of higher education, chartered in Virginia, and as allowable pursuant to Code 2.2-1120.

To ensure maximum transparency and public access to all Commonwealth procurement opportunities, and consistent with Code § 2.2-1110, Contractor agrees that all orders from any Commonwealth Authorized User shall be accepted solely through the Commonwealth of Virginia's central electronic procurement website, "eVA," www.eva.virginia.gov, as delineated with the ordering instructions herein.

2. AUTHORIZED USERS

The Contract is available for use by all Commonwealth public cities, towns, counties, and public entities--including state agencies; educational institutions, and other public bodies as defined in Section 2.2- 4301 entitled "Definitions" of the Virginia Public Procurement Act (VPPA), as amended, and hereinafter referred to as "Authorized Users." Pursuant to Code of Virginia § 2.2-1120, all private institutions of higher education chartered in Virginia and granted tax-exempt status under the Internal Revenue Code section § 501(c)(3) may also submit orders to purchase Products or Services directly from this Contract, and are included in the definition as an Authorized User. The Metropolitan Washington Council of Governments (MWCOG) and members of MWCOG shall also be included as an Authorized User on this Contract. Contractor shall provide all Products and Services in accordance with the provisions of this Contract upon receipt of a duly authorized order, as defined herein, from any Commonwealth public school division or entity, state agency, educational institution, or any other public body, as defined in § 2.2-4301 entitled "Definitions" and § 2.2-4304 of the Virginia Public Procurement Act (VPPA), as amended. The Contract is also available for use by certain charitable corporations and private nonprofit 501(c)(3) institutions of higher education, chartered in Virginia, and as allowable pursuant to Virginia Code 2.2-1120. Collectively, all aforementioned parties are referred to in the aggregate and hereinafter as Authorized Users for purposes of using this Contract. This is an optional use contract. To ensure maximum transparency and public access to the Commonwealth's procurement opportunities, and consistent with Code § 2.2-1110, all Authorized Users are to submit orders directly with Contractor through the Commonwealth's electronic procurement website, www.eva.virginia.gov, as delineated in the "ORDERS" section of this contract.

3. INTERPRETATION OF CONTRACT

As used in this Contract, the terms listed below shall include all related materials and documentation developed and provided in the performance of Contract, whether in machine-readable or printed form, and produced or provided pursuant to this Contract, or any order resulting from this Contract.

Headings are for reference purposes only and shall not be considered in construing this Contract.

The documents comprising this Contract, and their order of precedence in case of conflict, are: (1) this Contract, consisting of terms and conditions included herein, including all Attachments hereto; (2) all duly authorized and executed orders and Attachments referencing the Contract; (3) the RFP #E194-193 and (4) the Contractor's proposal submitted in response to the RFP. The foregoing documents represent the complete and final Contract of the parties with respect to the subject matter of this Contract.

If any term or condition of this Contract is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Contract shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

4. TERM

Initial term of the Contract shall be effective from June 7, 2017 through May 31, 2018. All purchase orders and related documents shall survive the period of performance stated in this section until such time as all purchase orders (executed prior to the expiration date of the Contract) have been completely performed.

Current term of this contract is June 1, 2020 through May 31, 2021

5. RENEWAL OF CONTRACT

(Final term of the contract is June 1, 2020 through May 31, 2021. No renewals remaining.)

6. PRICING

Prices for base Buses with standard features and additional options/upgrades are listed herein as Attachment A entitled "Products and Pricing Schedule." As new technology unfolds, options/upgrades will be updated on Attachment A.

7. PRICE ESCALATION/DE-ESCALATION

Discounts are to be considered the minimum for the entire term of the resulting contract. List price may be negotiated on an annual basis at the time of renewal. Price adjustments and/or discount adjustments may be permitted for changes in the Contractor's cost of materials or services. The Producer Price Index of the United

States Department of Labor, Bureau of Labor Statistics will be used by the Commonwealth as a guide in reviewing any Rate/Price increase requests. Price escalation may be authorized at the end of the initial (one year) term and then annually, only at the time of contract renewal and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

The Contractor shall document the amount of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which must: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers. All changes in the prices and/or discounts applicable to the Commonwealth must be approved in writing by the Division of Purchases and Supply prior to implementation by the Contractor.

The DGS/DPS Contract Manager will notify the Authorized Users and Contractor in writing of the effective date of any approved increase. However, the Contractor shall fill all orders received prior to the effective date of the price adjustment at the old Contract prices. The Contractor is further advised that decreases that affect the cost of materials are required to be communicated immediately to the Contract Manager.

List price may be negotiated on an annual basis only at the time of renewal. At its sole discretion, the Commonwealth may permit such price adjustments only at the time of Contract renewal, and only where verified to the satisfaction of the Contracting Manager. The Contract pricing for any renewal period following the Initial Term shall not exceed the lesser of: a) 3% of the contract pricing for the prior term, or; b) the contract pricing for the prior period, increased/decreased by no more than the percentage increase/decrease for the previous twelve (12) month period, under the United States (US) Department of Labor's (DOL) Bureau of Labor Statistics' (BLS) Producer Price Index (PPI) category series identification "WPU141302"; Group identification "Transportation equipment," and; Item identification "Complete vehicles on purchased chassis" for the latest twelve (12) month period for which statistics are available. (*<http://data.bls.gov/timeseries/WPU141302>). Price adjustments are at the sole discretion of the Commonwealth, only permitted annually at the time of Contract renewal and only where verified to the satisfaction of the DGS/DPS Contract Manager.

Contractor shall give not less than thirty (30) days advance notice of any price increase request, with documentation, to the Contract Manager. The Contract Manager will notify the Contractor in writing of any approved increase. Price increase shall take effect on the first day of the renewal period. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old Contract prices. "Across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth and reflected in subsequent invoices.

8. ADDITION/DELETION OF PRODUCTS/SERVICES

The Commonwealth recognizes that Products and Product line additions and/or Services to the Contractor's standard commercial catalog offerings during the life of the Contract are likely to occur. The Commonwealth considers these addition's as enhancements. Additions will be considered as follows:

a. Any and all new Products will be categorized with similar Products or Product lines into existing market categories previously defined and agreed to by the Commonwealth and with respect to discount structure, net price or grand total of the Product. The Commonwealth shall be notified of new item(s) and/or Product line(s). Contract amendment or modification will not be required for addition of new Product(s) to the Contractor's offerings that are consistent with pre-established categories and discount structure. Such products will be added to Contract thereby providing our citizens with the best Products available from Contractor at any time during the term of this Contract. (No online catalog available).

b. In the event the Contractor adds a new specialty Product line which represents Product(s) that are consistent with the type and class of Products covered under this Contract, but differ sufficiently from Products or brands represented in the existing Product categories, so that a separate pricing structure is appropriate, the Commonwealth and the Contractor may enter into negotiations to modify the Contract to establish a discount structure, net price, or grand total for the Product(s). Pricing must be competitive in order to add Products to this Contract. The Contractor shall provide appropriate documentation to support its position for separate pricing. Negotiations must be completed prior to order placement. Contract amendment or modification will be required in order to add negotiated items that are sufficiently different from pre-established categories and discount structure.

c. Contractor will develop new business opportunities and market its services by meeting current and potential clients, discussing their needs and opportunities for improvement.

d. Contractor will develop world class customer support and account management processes, by its making its equipment options, diagnostics and tools list available on the Contract.

9. VENDORS MANUAL

This Contract is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this Contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.

10. APPLICABLE LAWS AND COURTS

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Commonwealth and the Contractor are encouraged to resolve any issues in controversy arising from the award of the Contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

11. ANTI-DISCRIMINATION

The Contractor certifies to the Commonwealth that they shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every Contract over \$10,000 the provisions in A. and B. below apply:

A. During the performance of this Contract, the Contractor agrees as follows:

1. Meet or exceed all current Federal Transportation Administration (FTA) of Manufacturer I Vendor certifications, regulations and policies (i.e. Buy America policy).
2. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
3. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
4. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor shall include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions shall be binding upon each Subcontractor or vendor.

12. ETHICS IN PUBLIC CONTRACTING

The Contractor certifies that the Contract has been entered into without collusion or fraud and that they have not

offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their submitted proposal or this resulting Contract, and that they have not conferred on any Commonwealth public body or Authorized User employee having official responsibility for ordering Equipment, Products or Services provided through this solicitation and Contract process, any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

13. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into this Contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the Contract for goods and services in the Commonwealth knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

14. DEBARMENT STATUS

Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of Goods and/or Services covered by this Contract. Contractor further certifies that they are not debarred from filling any order or accepting any resulting Order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

15. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

16. PAYMENT

A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number.
2. Any payment terms requiring payment in less than 30 days for state agencies or less than 45 days for localities will be regarded as requiring payment 30/45 days (as applicable) after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30/45 days (as applicable), however.
3. All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which ordering entity is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail or for state agencies the date of offset when offset proceedings have been instituted as authorized under the *Virginia Debt Collection Act*.

Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, the Contractor is advised that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the ordering Authorized User shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an ordering entity of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

17. PRECEDENCE OF TERMS

The following Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of

the other General Terms and Conditions contained in the original RFP, and any negotiated Terms and Conditions in this Contract, then the negotiated Terms and Conditions of this Contract shall apply.

18. QUALIFICATIONS OF CONTRACTOR

The Commonwealth or an Authorized User may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform any Services or furnish any Equipment or Products within the scope of this Contract. The Commonwealth or an Authorized User reserves the right to inspect, without advance notice, Contractor's physical facilities at any time during the initial term and any subsequent renewal periods, to satisfy any questions regarding the Contractor's capabilities.

19. TESTING AND INSPECTION

The Commonwealth or any ordering Authorized User reserves the right to conduct any test/inspection they may deem advisable to assure that Products and Services conform to all Contract requirements or specifications.

20. ASSIGNMENT OF CONTRACT

This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

21. CHANGES TO THE CONTRACT

Changes can be made to this Contract in any of the following ways:

- A. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
- B. The Commonwealth may order changes within the general scope of the Contract acting reasonably and with written agreement of the parties in accordance with the terms of the Contract, at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Commonwealth a credit for any savings. Said compensation shall be determined by either of the following methods:
 1. By mutual agreement between the parties acting reasonably in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Authorized User's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Commonwealth with all vouchers and records of expenses incurred and savings realized. The Commonwealth shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings, subject to the obligations of confidentiality as set forth in the Contract. Any claim for an adjustment in price under this provision must be asserted by written notice to the Commonwealth within thirty (30) calendar days from the date of receipt of the written order from the Commonwealth. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Commonwealth or with the performance of the Contract generally.

22. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of

Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

For Authorized Users that are not Commonwealth state agencies, it is the Contractor's sole responsibility for determining those Authorized Users' sales tax exemption status.

23. TRANSPORTATION AND PACKAGING

As applicable, for all Deliverables provided under this Contract, Contractor certifies and warrants that the prices are FOB destination, and includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

24. DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Contract by the Contractor, or any of its subcontractors, whose employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

25. NONDISCRIMINATION OF CONTRACTORS

No contractor shall be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-offenders unless DPS has made a written determination that employing ex-offenders on the specific Contract is not in its best interest. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, DPS shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

26. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the Commonwealth shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.

27. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. DPS may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

28. FINANCIAL WARRANTY

Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the "financial deal") applicable to purchases under this Contract is always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall

immediately notify the Commonwealth of the details and, at the Commonwealth's option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and the Commonwealth shall grant such request if the Commonwealth in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon the Commonwealth's request (and annually), Contractor shall submit an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to the Commonwealth or others the financial terms made available to the public body; and upon request from the Commonwealth, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and the Commonwealth. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor.

By signing this Contract, the Contractor is also confirming the price, discounts, incentives and other financial terms herein are the most favorable of any other Contract, existing or future, which the Contractor may have with another Commonwealth public body.

This Contract shall be the best "go-to" contract for any Virginia public body and transportation authority to acquire the Contractor's Products/Services: in terms of pricing, warranty, services, product range, and any other criteria essential to their need. Contract shall provide Products/Services of equal/better quality, equal/lower cost, less effort to understand (and use) by customers and suppliers.

29. AUDIT

The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth, Authorized Users, and/or the Commonwealth's authorized User's auditors shall have full access to and the right to examine any of said materials during said period. The Commonwealth and the Authorized Users and their representatives and agents agree to enter into a confidentiality agreement with the Contractor prior to commencing an audit, review or analysis in order to protect and maintain the confidentiality of the Contractor's information.

30. USE OF CONTRACT BY THIRD PARTIES

In accordance with the Code of Virginia § 2.2-4304, entitled "Cooperative Procurement," the intent of this Contract is to allow for such cooperative procurement to the maximum extent possible. Accordingly, any public body or public institution may access and use this Contract, if agreeable to Contractor and in accordance with the ordering provisions governing this Contract, together with all other Contract terms and conditions herein.

Participation in this cooperative procurement by any public body is voluntary. If agreed to by Contractor, this Contract may be used by the entities stated above to procure goods and/or services in accordance with Attachment A "Products and Pricing Schedule" attached hereto and incorporated herein.

Contractor shall notify the Commonwealth of Virginia, Division of Purchases and Supply (DPS) in writing by providing DPS a Contract Sales and Usage report for any entity placing an order(s) to use this Contract in accordance with Contract Reporting provisions, herein.

This is a master contract and no modification of the Contract, Participating Addendum, or Assignment Agreement is required from Virginia for a third party Authorized User to participate.

Copies of Contract-Related Documents shall be requested directly from the contractor. Such documents may include the solicitation (Invitation for Bids- IFB # 193 dated 5/31/16), contractor's bid response, and signed FTA certificates i.e. Buy America, Compliance w/ Buy America Rolling Stock Requirements and other related documents

Authorized Users will place their own orders directly with the Contractor and will fully and independently administer their use of this Contract to include contractual disputes, and invoicing and payments, without direct administration from DPS. Neither the Commonwealth nor DPS shall be held liable for any costs or damages by any other participating Authorized User as a result of any authorization by the Contractor to use the Contract.

Contractor hereby certifies and warrants that neither the Commonwealth nor DPS are responsible for any acts or omissions of any Authorized User, and shall not be considered in default of this Contract, no matter the circumstances.

The use of the Contract does not preclude any participating Authorized User from using other agreements or competitive processes as their needs may require.

31. AUTHORIZED REPRESENTATIVES

This Contract may be modified in accordance with § 2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so denoted below, or their duly authorized designees. No modifications to this Contract shall be effective unless in writing and signed by the duly authorized representative of both parties, delineated below. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Authorized Representatives:

COMMONWEALTH OF VIRGINIA
Dennis Donahue, Contract Manager
Department of General Services
1111 East Broad Street, 6th FL
Richmond, VA 23219
Tel.: 804-786-5410
Fax: 804-786-5413
Email: dennis.donahue@dgs.virginia.gov

NEW FLYER OF AMERICA, INC.
Jennifer McNeill VP Sales & Marketing
711 Kernaghan Avenue
Winnipeg, Manitoba, R2C 3T4

32. DELIVERY

Contractor shall deliver Buses to an Authorized User within 18 months after receipt of order ("ARO"). A Contractor Field Service Representative shall also arrive with the Bus delivery to help prepare the Bus/Buses to be put into revenue service and to conduct Operator and Maintenance orientation and familiarization training (including a complete set of Low Floor training DVDs and diagnostic interpretation training). Contractor is responsible to make all arrangements for delivery, set up, and preparation for safe vehicle operations. The Authorized User will not assume responsibility for receiving Buses or Product, unless otherwise indicated in the pertinent ordering documents. Contractor shall check with the Authorized User designated point of contact as identified in the ordering documentation to coordinate all necessary transportation and delivery arrangements prior to Product operations.

33. BUS DELIVERY NOTIFICATION

Contractor shall notify the Authorized User no less than two (2) full business days prior to delivery of Buses or Equipment so Authorized User personnel can be available to allow access to their facility, verify items received, and perform any Services needed to prepare Equipment for safe operations. Notification shall be made to the individual identified in the applicable eVA Order. In the even no individual is identified, then the Contractor will contact the Authorized User in advance to identify and coordinate with the responsible staff.

Authorized Users are to include the best point-of-contact information in their orders to assist Contactor.

34. PROMOTIONAL DISCOUNTS

For any special or promotional sale prices, reductions, or other discounts provided to any Authorized User eligible to use this Contract, Contractor shall immediately extend and provide notification of such sale prices or discounts to the Commonwealth and all other Authorized Users. Such notice shall also advise the duration of the specific sale or discount price. The Contract Manager shall be provided notice in advance of any such promotional discount being extended to any Authorized User that is eligible to utilize this Contract.

35. EXTRA CHARGES NOT ALLOWED

Pricing for all Equipment covered under Warranty/maintenance that is being returned as a furnish and install as a result of a return from the manufacturer or depot service, repair or replacement shall include complete delivery and installation and ready for the Commonwealth's or Authorized User's use and include all applicable freight and installation charges; extra charges shall not be allowed.

36. INSPECTION/LATENT DEFECTS

All Products are subject to inspection and test, as provided herein under the provision entitled Testing and Inspection. Products that do not meet specifications may be rejected. Failure to reject, however, does not relieve the Contractor of liability for latent or hidden defects subsequently revealed, within the Warranty period for the applicable part, when Products are used after Acceptance has occurred. If latent defects are found at any time during the term of this

Contract, the Contractor shall repair or replace the defective Products. This remedy shall be in addition to any other remedies or obligations under this Contract or provided by law.

37. PRODUCT AVAILABILITY/SUBSTITUTION

Substitution of a product, brand or manufacturer under this Contract is expressly prohibited unless approved in writing by the Contact Manager or Authorized User. An Authorized User may, at its discretion, require the Contractor to provide a substitute item of equivalent or better quality subject to their written approval, for the item's current price(s) as listed in the Contract. Products which become obsolete/ unavailable to the Contractor shall be removed from the options list on Contract. New/ replacement Products shall be added/ updated on the Options list.

Contractor will provide citizens and transportation managers with the best products possible at any time during the term of this contract by making users aware of new products/ replacement parts and technologies.

38. MAINTENANCE MANUALS

Upon delivery of Buses, Contractor shall provide with each piece of Equipment and operations and maintenance (owner's) manual with wiring diagrams, electrical schematics, parts list, and component supplier manuals. Contractor shall provide a copy of all warranties set forth in this Contract along with related documents as per the manufacturer's standard practice within fifteen (15) calendar days after delivery.

39. ACCEPTANCE

Following delivery, all Products (to include diagnostic parts, but not Buses) shall be deemed accepted by the Authorized User, at its sole discretion, acting reasonably and in accordance with the terms of the Contract, following testing which meets the criteria as agreed upon with the Contractor prior to the Contractor building the Products/Buses, including applicable operational testing to ensure Products/Buses meet expected and required OEM operating standards, requirements, and performance specifications, such that all components - integral and peripheral - operate in the manner designed by the OEM, and for such period of time deemed reasonable and necessary by the Authorized User. If the Product/Bus passes these tests or if the Authorized User does not notify the Contractor of non-acceptance in writing within fifteen (15) calendar days after delivery of the Product/Bus, acceptance of the Product/Bus by the Authorized User shall be deemed to have occurred on the fifteenth (15th) calendar day after delivery. Acceptance shall occur earlier if the Authorized User notifies the Contractor of early acceptance or places the Product/Bus into revenue service. ("Acceptance").

Warranty shall commence upon the date of Acceptance. Should Products/Buses be deemed by the Authorized User to be not acceptable, acting reasonably, then the Authorized User shall reject Products/Buses, in writing, providing the Contractor with such details as needed in writing as to the reason why Products/Buses are deemed not to be acceptable/meet specifications.

The Authorized User shall assume risk of loss of the Products/Buses on delivery. Prior to delivery, the Contractor shall have risk of loss of the Products/Buses. Title to the Products/Buses shall pass to the Authorized User upon acceptance of Products/Buses by the Authorized User.

40. WARRANTY (Buses)

Upon Acceptance of Buses by an Authorized User, and to ensure the maximum safety, protection and satisfaction to any Authorized User, and to their passengers, Contractor agrees that any new Bus shall be provided with the following warranties: two (2) year/100,000-mile (whichever comes first) full-service, bumper-to-bumper new vehicle warranty for New Flyers' MiDi (MD30) and (MD 35) bus models; with other New Flyer bus models having one (1) year/50,000-mile (whichever comes first) full-service, bumper-to-bumper new vehicle warranty (all such warranties hereinafter collectively or individually, as applicable "Warranty"), as follows: Warranty is to include all Buses and integral and peripheral components, materials, parts, assemblies and subassemblies e.g., body, chassis, engine, transmission, cooling, drive train, suspension, electrical and manual controls, steering, starter and alternator, safety equipment, heater and air conditioning, etc. together with all Services necessary to correct any malfunction or defect in materials or workmanship that occurs during the Warranty period, necessary to keep Equipment in good operating condition and preserve its operating efficiency in accordance with all OEM technical specifications and operating standards. The rights and remedies provided herein are in addition to and do not limit those available to any Authorized User by any other Contractual provision, or as provided in law.

Warranty covered repairs, shall be performed by the Authorized User's trained personnel, in accordance with commercially reasonable industry standards, with reimbursement by New Flyer in accordance with the terms of this

Contract. The Authorized User at its sole discretion, acting reasonably may hire a third party service provider to conduct the Warranty covered repairs and shall remain liable for the quality of such repairs pursuant to the indemnification provision in this Contract.

Warranty-covered repairs for Major Components (e.g. engine, transmission, HVAC and destination sign) shall be performed by an authorized dealer of the OEM.

Warranty excludes the following normal wear items: tires, filter, and wiper blades. The Warranty shall not apply to scheduled maintenance items, acts of nature, or normal consumables such as belts, bulbs/tubes or items with progressive wear characteristics (bushings, friction surfaces), nor to items furnished by the Authorized User such as radios, fare boxes and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part or component for which the Contractor is responsible.

Selected optional component equipment e.g., cameras, radios, GPS, etc., may be provided with a separate Warranty provision, but such Warranty shall be provided solely in accordance with the Products and Price Schedule, attached hereto.

Warranty of Buses shall not include any work that is external to the Bus, the furnishing of supplies, or adding or removing accessories, attachments, or other equipment that is not provided under this Contract. Warranty of Buses also shall not include repair of damage that is the direct result from the operational use by the Authorized User or from accident, unless the accident is caused by negligent or intentional acts or omissions of Contractor or its agents.

Contractor shall not be responsible for the cost of any Warranty repair due to the result of an Authorized User's intentional or negligent failure to properly use, maintain, and care for the Bus as outlined in the documentation or manuals provided by the Contractor. Authorized Users are advised to maintain copies of all maintenance records and receipts for review by the Contractor.

Nothing herein shall be construed to waive or limit any rights or remedies otherwise available to the Commonwealth or Authorized User under any other provisions herein, or in Code.

41. AUTHORIZED USER RESPONSIBILITIES DURING WARRANTY

- A. During any term of warranty/maintenance, Authorized User staff shall not perform maintenance or attempt repairs to Buses except for routine preventative maintenance, and/or as authorized in writing by Contractor. Authorized User will refrain from performing any maintenance and/or repairs which could void OEM Warranties.
- B. The Authorized User shall permit Contractor access to Buses to be maintained, as agreed upon between the Contractor and Authorized User, subject to the Authorized User's site security policies.
- C. Upon request by Contractor, an Authorized User is to provide Contractor with storage space for spare parts and supplies, as needed, including any heat, light, ventilation, electric current and outlets, and telephones (for local calls only) for use by Contractor's maintenance staff.
- D. The Authorized User shall maintain Buses and Products in accordance with all OEM and Contractor-furnished specifications, manuals, and documents, or as otherwise agreed upon in writing between the Contractor and an Authorized User.

42. ENGINEERING CHANGES

Contractor sponsored modifications to Buses and/or engineering changes shall be made with the prior written consent of the Authorized User at no additional charge for a period of one (1) year from the date of acceptance. The Authorized User reserves the right at all times to schedule these Contractor sponsored modifications and/or changes to minimize the impact on the daily operations of the Authorized User.

43. SUPPLIES

Authorized charges may not include standard operational vehicle replacement supplies (e.g. tires, filters, belts, bulbs, etc.) unless such supplies are specifically identified in Attachment A, or as may be agreed upon by the Authorized User in advance in any duly executed order. All supplies used by the Authorized User shall conform to the Contractor's published specifications provided to the Authorized User upon Product delivery or acceptance. At all times, an Authorized User reserves the right to acquire such supplies from any source of its choice, but such supplies

are required to conform to all OEM or Contractor provided technical specifications and documentation. The provision of such supplies from alternative sources by an Authorized User shall under no circumstances void Contractor responsibilities for Warranty, as described herein, or as may otherwise be provided by the Contractor to an Authorized User under this Contract.

44. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT

By its signature on this Contract, Contractor certifies and warrants that its firm, and any individual employees and/or subcontractor(s) is/are properly certified and/or licensed by the appropriate federal, state, or other regulatory authorities to provide all Products/services specified or fulfill the requirements delineated herein.

45. PRIME CONTRACTOR RESPONSIBILITIES

The Contractor shall have prime responsibility for completely and solely supervising and directing all work performed, goods provided and/or services provided under this Contract, and for all subcontractors the Contractor may utilize. Subcontractors that perform work under this Contract shall be responsible to the prime Contractor. Contractor agrees that it shall be fully and solely responsible for the acts and omissions of its subcontractors and of any persons employed by them as he is for the acts and omissions of his own employees.

46. SUBCONTRACTS

No portion of the work shall be subcontracted without prior written consent of the DGS/DPS Contract Manager. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the DGS/DPS Contract Manager the names, qualifications and experience of its proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.

47. INSURANCE

By entering into this Contract, the Contractor certifies that it has and will maintain the following insurance coverages. The Contractor further certifies that it shall maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

- A. Workers' Compensation--Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify DPS of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- B. Employer's Liability--\$100,000.
- C. Commercial General Liability--\$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- D. Automobile Liability--\$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).

48. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS

The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and all public bodies. The Contractor providing goods and/or services under this Agreement to all Authorized Users shall participate in the eVA Internet eProcurement program by completing the free eVA Vendor Registration. Contractor must register in eVA and pay the Vendor Transaction Fees specified below for all Order transactions.

Vendor transaction fees are determined by the date the original eVA Purchase Order is issued and the current fees are as follows:

A. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is: (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order. (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia, Department of General Services, typically within sixty (60) calendar days of the eVA Purchase Order issuance date. Any adjustments (increases/decreases) will be handled through eVA Purchase Order changes.

For questions about eVA billing, contractors may call eVA Customer Care at 866-289-7367 or 804-371-2525, and selecting option 2, or emailing eVACustomerCare@DGS.Virginia.gov.

49. Governing Contract

No employee or agent of the Commonwealth or of any Authorized User shall be required to sign or execute any additional contract, license or other contractual document containing contractual terms and conditions. Any documents signed by persons other than the Director, DPS or his/her authorized designee shall have no validity or effect upon the contract.

50. LOBBYING AND INTEGRITY

Contractors are cautioned that communications with individuals other than the Contract Officer may result in incorrect and/or insufficient information being provided. In addition, the Contractor shall not, in connection with this or any other contract or agreement with the Commonwealth, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Commonwealth officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any state or public officer or employee.

Upon request of the Commonwealth, the Contractor shall provide any type of information the Authorized User deems relevant to the Contractor's integrity or responsibility to provide the services or goods, described herein.

51. ORDERS

The Contractor agrees that all purchases for new Buses under the Contract by the Authorized Users in the Commonwealth shall be processed through eVA. Orders from in the Commonwealth for new Buses which are not processed through eVA are not authorized by this Contract. If the Contractor receives a non-eVA order for new Buses that purports to be issued under this Contract, Contractor shall promptly notify the Authorized User in the Commonwealth that orders outside eVA are not made under this Contract and would require a separate competitive procurement process under the Virginia Public Procurement Act, and Contractor shall request the Commonwealth Authorized User to resubmit the order through eVA. If the Contractor accepts an order that purports to be under this Contract but where the order has not been processed through eVA, the Contractor shall be in breach of this Contract, and shall notify DGS of the occurrence and shall reimburse DGS for all eVA fees that would have been generated by placement of the order in accordance with this Contract. Upon request by DGS, Contractor shall certify its compliance with this section.

Authorized Users may order Buses, Products, and Services from this Contract by any of the following methods:

- A. eVA: An eVA order issued by an ordering entity of the Commonwealth or Authorized User through the Commonwealth's electronic procurement website portal <http://www.eva.virginia.gov>. Use of eVA for ordering is mandatory for all Commonwealth Authorized Users.
- B. Charge Card: As applicable, an Authorized User may use their p-card, or any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA, that is under contract for the use by the ordering Authorized User. Contractor agrees that it shall not accept any Charge Card Order that exceeds the minimum amount (e.g., \$5,000, etc.) or any other card limitation established and authorized for use with the Contractor by an Authorized User. (Applies to maintenance, repair or services equipment under \$5,000).

The Authorized User is solely limited to issuing orders for Products and/or Services available under this Contract.

52. E-VERIFY PROGRAM

Pursuant to Code of Virginia, §2.2-4308.2, any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or

provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of its Maintain Company page from E-Verify to prove that it is enrolled in E-Verify.

53. CONTRACTUAL DISPUTES

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the applicable Authorized User no later than sixty (60) calendar days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such Authorized User at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The Authorized User shall render a final decision in writing within thirty (30) calendar days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the Authorized User's decision on the claim, unless that Authorized User fails to render its decision within thirty (30) calendar days. The decision of the Authorized User shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia or the administrative procedure authorized by Section 2.2-4365, Code of Virginia.

The Commonwealth of Virginia, Department of General Services, its officers, agents and employees, including, without limitation, the Contract Manager and applicable Authorized User, are executing this Contract, or issuing any orders hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth or Authorized User that is purchasing and receiving the Products or Services to this Contract or on the subsequent Order in question and need not be joined as a party to any dispute that may arise there under.

In the event of any breach by the Commonwealth, then Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this section. In no event shall Contractor's remedies include the right to terminate any order or support services hereunder.

54. TERMINATION FOR DEFAULT

Contractor shall be deemed in breach of this Contract if the Contractor (a) fails to deliver Products and/or Services on time as previously agreed upon between Contractor and Authorized User, not for reason of force majeure or by agreement of the parties (b) fails to comply with any other material term of the order or this Contract and fails to cure such noncompliance within ten (10) calendar days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or (c) fails to provide a written response to the Commonwealth's Show Cause Notice within ten (10) calendar days after receiving same.

The Contractor shall not be in breach of this Contract if its default was due to reason of force majeure which are causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in its sovereign or Contractual capacity or of the Authorized User, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, natural disasters, acts of war or terrorism, labor shortages, lock-outs or shortages or loss of transportation. If such event of force majeure occurs, then the time for completion of the work and/or the delivery dates shall be extended by the Commonwealth or Authorized User, as applicable, by a reasonable period of time after such event of delay has ended in order that the Contractor may complete the work or deliver the Buses.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for the return of Products shall be borne by the Contractor. In no event shall any failure by the Commonwealth or Authorized User to exercise any remedy available to it be construed as a waiver of or consent to any breach. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination.

55. LATE DELIVERY PENALTY

Delivery of Buses is required not later than 18 months after receipt of purchase order from all districts in the Commonwealth. For other Products and Services, delivery is thirty (30) calendar days after receipt of order. It is understood and agreed by the Contractor that time is of the essence in the delivery of Buses. In the event Buses are not delivered by the date specified and no acceptable substitute is provided, then there will be deducted the sum of \$50 per day for each and every business day of delay beyond the time specified; except that if the delivery be delayed by any reason of force majeure, as set forth in section 54 above, wherein a reasonable extension of time as the procuring Authorized User deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the Contractor, DGS/DPS may extend the time for performance of the Contract or delivery of Buses herein specified, at DGS/DPS's sole discretion, acting reasonably for good cause shown.

56. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Commonwealth of Virginia and any Authorized User, together with its officers, agents, and employees, from any proven damages to a third party resulting from an action of any kind or nature, whether at law or in equity, arising from or caused by a negligent act or omission of the Contractor, or a defective product provided by the Contractor, provided that such liability is not attributable to the negligence of the Authorized User or the Commonwealth, or the failure of the Authorized User or the Commonwealth to use the Buses or Products in the manner already and permanently described by the Contractor on the Buses or Products provided.

57. NON-APPROPRIATION

All funds for payment of Products or Services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for items provided under this Contract, the Commonwealth or Authorized User will terminate this Contract for those Products or Services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, then the Commonwealth or Authorized User may terminate this Contract for Products or Services dependent on such federal funds, without further obligation.

58. TERMINATION FOR CONVENIENCE

The Commonwealth may terminate this Contract, or any Authorized User may cancel an order placed with the Contractor any time before delivery of the Products or Services, without penalty, by delivering to the Contractor a notice of termination specifying the extent to which performance under the Contract or purchase order is terminated, and the date of termination. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the Contract or eVA Order on the date notified, and to the extent specified. There shall be no penalty to the Commonwealth when the Contract is terminated for convenience, or to an Authorized User for the termination of order.

The Commonwealth shall pay the Contractor for the cost of any work already performed, and any materials used, up to the point of notice. However, the Contractor must use all reasonable efforts to defray that cost by using the bus to fulfill another customer's outstanding order, selling to a different customer, returning materials, or any other available means. If the Contractor is able to defray that cost, but the Commonwealth has already paid the Contractor, the Contractor must reimburse the Commonwealth for the amount later defrayed.

59. FINAL INSPECTION

At the conclusion of any Services performed, Product delivered, or for any Product returned under Warranty from the Contractor, manufacturer or depot service, or repair or replacement, the Contractor shall demonstrate to the Authorized User's representative that the Services have been fully completed or the Product is fully operational and in compliance with OEM or contract specifications, requirements, and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense, prior to final acceptance of Product or of Services provided to the Authorized User. (Section included herein entitled "Acceptance" will govern the delivery and final acceptance process under the Contract.)

60. SALES AND SUPPORT SERVICE

The Commonwealth anticipates that this will be a high volume usage contract. The Contractor shall have a full time sales representative assigned to the Commonwealth to make regular calls to assist users, address problems, e-procurement concerns and other matters. The Contractor shall apprise the Commonwealth of any quality issues including recalls, upgrades, and product warnings that may affect product performance and safety. All service representatives must have on-line access to information to provide immediate response to inquiries concerning the

status of orders, delivery information, back-order information, statewide contract pricing, and general product information. Representatives shall be available by phone, fax or email. Such contact information shall be provided to the Commonwealth and any ordering entities.

61. SUBJECT DATA

All "subject data", including specifications, technical data, records and reports, engineering drawings (including shop drawings and working drawings), manuals and instruction materials and computer or microprocessor software that is delivered or specified to be delivered under the Contract shall remain the property of the Contractor; provided however, the Commonwealth shall have a royalty-free, non-exclusive, non-transferable and irrevocable license to use such subject data only for the purposes of operating and maintaining the Buses.

62. KITS

Each Bus shall be equipped with a First Aid kit (large size) and a Blood borne Pathogen kit.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

NEW FLYER OF AMERICA INC.

BY: Jennifer McNeill
NAME: Jennifer McNeill

Printed

TITLE: Vice President, Sales and Marketing

DATE: May 28, 2019
2020 Jm d

COMMONWEALTH OF VIRGINIA

BY: Dennis M. Donahue
NAME: Dennis M. Donahue

Printed

TITLE: CONTRACT Manager

DATE: MAY 28, 2020

ATTACHMENT A

PRODUCTS AND PRICING SCHEDULE

CONTRACT E194-75548-MA2275

BETWEEN THE

COMMONWEALTH OF VIRGINIA

AND

NEW FLYER OF AMERICA, INC.

Attachment "A" is hereby incorporated into and made an integral part of Contract **E194-75548** between the Commonwealth of Virginia and New Flyer Of America, Inc. in the event of any discrepancy between this Attachment "A" and the Contract, the provisions of the Contract shall control.

Contractor agrees to meet the requirements stated in the Commonwealth's RFP #E194-193, Section III, entitled "Statement of Needs," including all Products and Services, as applicable and as delineated in Contractor's proposal, submitted in response thereto, for provision of Buses and other Products and Services as delineated therein, and in accordance with the following, or as otherwise stipulated in any modification to this Contract.

I. LISTING OF PRODUCTS AND PRICES (attached at end of contract)

II. LOGISTICS

A. Buses

All Buses shall be delivered F.O.B. Destination. Prices include all standard freight costs.

B. Small Package Maintenance & Repair Parts_(as applicable)

All maintenance and repair parts shall be delivered F.O.B. Destination.

Prices shall include all standard freight cost. Additional shipping charges for rush, over-size, special orders or shipments made outside of the Commonwealth may be the responsibility of the Authorized User. Shipping costs that are specified as other than standard shipping when an order is placed shall be quoted to the Authorized User prior to shipment.

Contractor must adhere to any and all security requirements at any facilities that are served.

A packing label must be on each box to include at a minimum name, Authorized User, address, and purchase order number (as applicable). A packing list must be included with each shipment to include, at a minimum, the line item description, quantity ordered, quantity included, backordered items purchase order number and contact (as applicable).

No minimum order limits apply.

Special order products or products ordered incorrectly by the Authorized User may incur a restocking fee if required by the manufacturer.

Products judged by the Authorized User to be unacceptable may be rejected. All costs associated with rejection are the responsibility of the Contractor. Over-shipments will be accepted at the Authorized User's discretion. The Contractor shall be responsible for the disposition of all defective, damaged or rejected over-shipped products.

Return authorization shall be provided by the Contractor within 14 calendar days of verbal notification.

III. REPORTING REQUIREMENTS

Reports are due semiannually for periods ending June 30th and December 31st – for all delivered and invoiced Products and Services).

During the term of the Contract, or any renewal thereof, the Contractor agrees that the following reports shall be submitted to the Contract Manager. Failure to comply with reporting and payment requirements of this section may result in payment(s) being withheld until compliance with the plan is received and confirmed. The Authorized User reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

Reports include, but are not limited to, the following:

Note: In lieu of the format (A) below, Contractor may send copies of their reports to the Contracting Manager as given to the U.S. Dept. of Transportation.

A. UTILIZATION OF SMALL BUSINESSES AND BUSINESS OWNED BY WOMEN AND MINORITIES Contractor shall provide a semiannual report on the involvement of small businesses and businesses owned by women and minorities. This report shall specify actual dollars expended year to date, by month, with such businesses on this Contract. This information shall be provided separately for small businesses, women-owned businesses and minority-owned businesses, as delineated herein under the section entitled "Small Business Subcontracting and Evidence of Compliance."

The following is a suggested format for information in an electronic spreadsheet as follows (sample):

| <u>Firm Name & Phone Number</u> | <u>SWaM Cert. #</u> | <u>SWaM * Type</u> | <u>T.I.N.</u> | <u>NIGP Code and Description of Services</u> | <u>Amount (\$)</u> |
|---|---------------------|--------------------|-----------------|--|--------------------|
| Example: ABC Company, Inc. (123) 456- 7890 | 123456 | SW | 12-3456789 | 96239 (Vehicle) | \$25,000 |
| <u>TOTAL</u> | | | <u>\$25,000</u> | | |

*Small (Small), Woman-owned (W), Minority-owned (M) or combination (i.e., SW, SM, etc.)

This report shall be submitted in electronic spreadsheet format via email to within thirty (30) days after the end of each semiannual reporting period as defined herein to the Contract Manager.

B. VENDOR USAGE - SEMIANNUALSALES REPORT

On a semiannual basis, the Contractor shall provide the Contract Manager with reports of the total dollar volume of purchases by each Contract User. Reports shall be due no later than the 15th day of the month following the reported (June 30th and December 31st). If the 15th of the month falls on a weekend or holiday, the report shall be due the next business day. All semiannual reports, in an unlocked spreadsheet format, shall be delivered electronically to the Contract Manager Dennis Donahue at (dennis.donahue@dqs.virginia.gov).

Failure to submit information in the required format and time may result in cancellation of the awarded contract. (ref. Attachment B: VENDOR USAGE - SEMIANNUALSALES REPORT)

C. SEMIANNUAL REVIEW

On a semiannual basis, Contractor and Commonwealth will have a brief discussion regarding contract compliance,

sales and any customer service issues. Discussion may include FTA changes, new products, technology and innovation forthcoming. Contractor shall provide reference to technical websites and/or catalogs as requested by the Commonwealth.

IV. INVOICING AND PAYMENT

A. Invoices

As applicable, all invoices shall be rendered promptly to any Authorized User after all Products and/or Services covered by the invoice have been provided. The Contractor shall invoice monthly in arrears. No invoice may include any cost other than those identified in the Contract or individual order referencing this Contract. Invoices shall provide at a minimum:

1. Name of Authorized User (the ordering entity)
2. Authorized User point of contact name
3. Description of the Products and/or Services provided
4. Invoice number
5. Invoice date
6. Monthly charges
7. Contract Number
8. Purchase Order Number

Contractor shall render invoices for any Authorized User in accordance with the instructions contained in the order.

B. Methods of Payment

- i. Payment will be made in thirty (30) days (or 45 days as appropriate) after receipt of Products and/or services or a valid invoice, whichever is later. Contractor shall submit a valid invoice to the invoice address designated in any order issued by an Authorized User in accordance with the invoice mailing instructions therein.
- ii. For valid invoices in the amount of \$5,000 or less, or any then-current charge card small dollar usage threshold, Contractor shall accept payment using the Commonwealth of Virginia's Small Purchase Charge Card (SPCC), if the SPCC card is offered for payment. For any amount exceeding \$5,000, or any then-current charge card small dollar usage threshold, Contractor shall accept payment by the Commonwealth's Gold Card, if the Gold Card is offered for payment (as applicable).
- iii. Payment may be made by any other duly authorized official payment method or card as mutually agreed upon between any Authorized User and the Contractor.

C. Credit (Equipment)

Contractor shall accept and provide full credit for equipment based on the manufacturer's decision regarding such return and credit. Contractor shall act as an advocate in all instances.

V. DGS POINTS OF CONTACT

Contract Administration/Compliance

Dennis M. Donahue, Contract Manager
1111 East Broad Street
Richmond, VA 23219
Tel.: 804-786-5410
Fax: 804-786-5413
Email: dennis.donahue@dgs.virginia.gov

eVA Customer Care

Hours: 8:00 AM – 4:45 PM (Eastern) M - F
Toll Free: 866-289-7369
Outside US: 804-371-2525
Email: eVACustomerCare@DGS.Virginia.gov

VI. CONTRACTOR POINTS OF CONTACT

Primary Contact / Invoice Questions

John S. Andrews, Regional Sales Manager
New Flyer of America, Inc.
7550 Hinson Street
Orlando, FL 32819
Cell: 407-408-5610
Email: john-andrews@newflyer.com

VII. FTA / APTA REQUIREMENTS

For all Buses delivered to Authorized Users under this Agreement, Contractor shall be in compliance with the following, or any then-current, requirements established by the Federal Transit Administration (FTA) and the American Public Transportation Association (APTA), and as published on the FTA's and APTA's current website, or any-then current website existing during the term of this Contract. Examples of current requirements* are noted below.

(*Source: APTA Standard Bus Procurement Guidelines RFP, Section 5: Federal Requirements, Published May 2013.
Website: <http://www.apta.com/resources/reportsandpublications/Pages/BusParatransit.aspx>)

- R 1. Access to Records
 - FR 1.1 Local Governments
 - FR 1.2 State Governments
- FR 2 Federal Funding, Incorporation of FTA Terms and Federal Changes
- FR 3 Federal Energy Conservation Requirements
- FR 4 Civil Rights Requirements
- FR 5 No Government Obligation to Third Parties
- FR 6 Program Fraud and False or Fraudulent Statements or Related Acts
- FR 7 Suspension and Debarment
- FR 8 Disadvantaged Business Enterprise (DBE)
- FR 9 Clean Water Requirements
- FR 10 Clean Air Requirements
- FR 11 Compliance with Federal Lobbying Policy
- FR 12 Buy America (FTA issued On September 1, 2016, policy guidance on phased increase in domestic content for manufacturers)
- FR 13 Testing of New Bus Models
- FR 14 Pre-Award and Post-Delivery Audits
- FR 15 Cargo Preference
- FR 16 Fly America
- FR 17 Contract Work Hours and Safety Standards Act

ATTACHMENT A
PRODUCTS AND PRICING SCHEDULE
(Bus Prices attached)

NEW FLYER
MASTER CONTRACT E194-75548 MA2274
PRODUCTS AND PRICING SCHEDULE

2020

35 Ft - Diesel Engine

Vendor Name: New Flyer of America Inc.
 Manufacturer: New Flyer of America Inc.
 Model: Xcelior XD35
 Length /Size: 35'

| PART 1, BASE BUS, STANDARD FEATURES | | | |
|-------------------------------------|----------------------------------|--|--|
| A) Model Year | New 2020, or current model year. | | |
| B) Engine (i.e. diesel) / HP | Diesel / Cummins L9 280 | | |
| C) Transmission | Allison B400R (with retarder). | | |
| D) Seating Capacity | 27 | | |
| E) Doors | 2 | | |
| F) Wheelchair Locations | 2 | | |
| G) Weight | 26,000 | | |
| H) Alternate Fuel Options | Hybrid, CNG | | |
| I) Brakes | Knorr/ Bremse Disc brakes | | |

| PART 2, BASE BUS PRICE | | | | | |
|--------------------------------|---------------------|---------------|---------------|---------------|---------------|
| Base Price / Per Bus | Purchase Qty -----> | | | | |
| | | 1 to 5 | 6 to 10 | 11 to 15 | 16 + |
| Less discount for volume level | | \$ 409,942.90 | \$ 409,942.90 | \$ 409,942.90 | \$ 409,942.90 |
| Net Price | | \$ - | \$ 2,049.71 | \$ 4,099.43 | \$ 8,198.86 |
| (discount %) | | 0% | 0.5% | 1% | 2% |

| PART 3, Additional Options, Upgrades | | | | |
|---|------------|-------------|------------|-------------|
| Description | Order Code | Price | Discount % | Net Price |
| Add MAN end of life indication with MGM E-Stroke | XD35 1 | \$ 9,503.78 | 10.71% | \$ 8,485.92 |
| Add Drain Valves | XD35 3 | \$ 63.43 | 10.71% | \$ 56.64 |
| Add Upper Rear Turn Signals | XD35 4 | \$ 85.89 | 10.71% | \$ 76.70 |
| Add Curb Side Cornering Lights | XD35 5 | \$ 158.63 | 10.71% | \$ 141.64 |
| Add Street Side Cornering Lights | XD35 6 | \$ 158.63 | 10.71% | \$ 141.64 |
| Change to Flush Fixed Windows | XD35 7 | \$ 2,783.64 | 10.71% | \$ 2,485.51 |
| Add Luminator Rear Destination Sign | XD35 8 | \$ 218.59 | 10.71% | \$ 195.18 |
| Change Driver's Seat - Recaro M (with Seatbelt, Right Hand Arm | XD35 9 | \$ 982.12 | 10.71% | \$ 876.93 |
| Add Fire Suppression Fog Maker 40" | XD35 10 | \$ 3,963.61 | 10.71% | \$ 3,539.11 |
| Change - Insight 40 Seats Forward Facing | XD35 11 | \$ 4,690.93 | 10.71% | \$ 4,188.54 |
| Warranty - Extended Base Bus - additional 1 year/50,000 miles (total 2 years/100,000 miles whichever occurs first) | XD35 12 | \$ 6,273.12 | 10.71% | \$ 5,601.27 |
| Warranty - Engine - Cummins extended warranty of 3-years/300,000 miles (Total 5 years/300,000 miles/whichever occurs first) on major components | XD35 13 | \$ 8,123.15 | 10.71% | \$ 7,253.16 |
| Warranty - Transmission - extended warranty of 3-years/300,000 miles (Total 5 years/300,000 miles/whichever occurs first) on major components | XD35 14 | \$ 3,921.06 | 10.71% | \$ 3,501.12 |
| Warranty - HVAC - limited extended warranty of 1 year (total 3 years/unlimited miles) | XD35 15 | \$ 2,049.08 | 10.71% | \$ 1,829.63 |
| Percent discount on all other options not listed above = | | 10.71% | | |

35 Ft - Hybrid Engine

Vendor Name: New Flyer of America Inc.
 Manufacturer: New Flyer of America Inc.
 Model: Xcelior XDE35
 Length /Size: 35'

| PART 1, BASE BUS, STANDARD FEATURES | | | |
|-------------------------------------|----------------------------------|--|--|
| A) Model Year | New 2020, or current model year. | | |
| B) Engine (i.e. diesel) / HP | Cummins 280 | | |
| C) Transmission | Allison R40EP or BAE APS3 | | |
| D) Seating Capacity | 27 | | |
| E) Doors | 2 | | |
| F) Wheelchair Locations | 2 | | |
| G) Weight | 28,500 | | |
| H) Alternate Fuel Options | Diesel, CNG | | |
| I) Brakes | Knorr/ Bremse Disc brakes | | |

| PART 2, BASE BUS PRICE | | | | | |
|--------------------------------|---------------------|---------------|---------------|---------------|---------------|
| Base Price / Per Bus | Purchase Qty -----> | | | | |
| | | 1 to 5 | 6 to 10 | 11 to 15 | 16 + |
| Less discount for volume level | | \$ 886,352.31 | \$ 686,352.31 | \$ 686,352.31 | \$ 686,352.31 |
| | | \$ - | \$ 3,431.76 | \$ 6,863.52 | \$ 13,727.05 |

| | | | | | |
|--------------|--|---------------|---------------|---------------|---------------|
| Net Price | | \$ 686,352.31 | \$ 682,920.55 | \$ 679,488.79 | \$ 672,625.26 |
| (discount %) | | 0% | 0.5% | 1% | 2% |

| PART 3, Additional Options, Upgrades | | | | |
|---|------------|--------------|------------|--------------|
| Description | Order Code | Price | Discount % | Net Price |
| Add MAN end of life indication with MGM E-Stroke | XDE35 1 | \$ 9,503.78 | 10.71% | \$ 8,485.92 |
| Add Drain Valves | XDE35 3 | \$ 63.43 | 10.71% | \$ 56.64 |
| Add Upper Rear Turn Signals | XDE35 4 | \$ 85.89 | 10.71% | \$ 76.70 |
| Add Curb Side Cornering Lights | XDE35 5 | \$ 158.63 | 10.71% | \$ 141.64 |
| Add Street Side Cornering Lights | XDE35 6 | \$ 158.63 | 10.71% | \$ 141.64 |
| Change to Flush Fixed Windows | XDE35 7 | \$ 2,783.64 | 10.71% | \$ 2,485.51 |
| Add Luminator Rear Destination Sign | XDE35 8 | \$ 218.59 | 10.71% | \$ 195.18 |
| Change Driver's Seat - Recaro M (with Seatbelt, Right Hand Arm) | XDE35 9 | \$ 982.12 | 10.71% | \$ 876.93 |
| Add Fire Suppression Fog Maker 40' | XDE35 10 | \$ 3,963.61 | 10.71% | \$ 3,539.11 |
| Change - Insight 40 Seats Forward Facing | XDE35 11 | \$ 4,690.93 | 10.71% | \$ 4,188.54 |
| Warranty - Extended Base Bus - additional 1 year/50,000 miles (total 2 years/100,000 miles whichever occurs first) | XDE35 12 | \$ 7,318.15 | 10.71% | \$ 6,534.38 |
| Warranty - Engine - Cummins extended warranty of 3-years/300,000 miles (Total 5 years/300,000 miles/whichever occurs first) on major components | XDE35 13 | \$ 8,123.15 | 10.71% | \$ 7,253.16 |
| Warranty - Hybrid Drive (Allison) - extended warranty of 3-years/300,000 miles (Total 5 years/300,000 miles/whichever occurs first) on major components | XDE35 14 | \$ 27,716.76 | 10.71% | \$ 24,748.30 |
| Warranty - HVAC - limited extended warranty of 1 year (total 3 years/unlimited miles) | XDE35 15 | \$ 3,659.08 | 10.71% | \$ 3,267.19 |
| Percent discount on all other options not listed above = | | 10.71% | | |

35 Ft - CNG Engine

Vendor Name: New Flyer of America Inc.
 Manufacturer: New Flyer of America Inc.
 Model: Xcelsior XN35
 Length /Size: 35'

| PART 1, BASE BUS, STANDARD FEATURES | |
|-------------------------------------|---------------------------------|
| A) Model Year | New 2020, or current model year |
| B) Engine (i.e. diesel) / HP | L9 280 (CNG) |
| C) Transmission | Allison B400R (with retarder) |
| D) Seating Capacity | 27 |
| E) Doors | 2 |
| F) Wheelchair Locations | 2 |
| G) Weight | 31,000 |
| H) Alternate Fuel Options | Hybrid, Diesel |
| I) Brakes | Knorr/ Bremse Disc brakes |

| PART 2, BASE BUS PRICE | Purchase Qty ----> | 1 to 5 | | | | 6 to 10 | | | | 11 to 15 | | | | 16 + | | | |
|------------------------|--------------------|----------------------|--------------------------------|---------------|--------------|----------------------|--------------------------------|---------------|--------------|----------------------|--------------------------------|---------------|--------------|----------------------|--------------------------------|---------------|--------------|
| | | Base Price / Per Bus | Less discount for volume level | Net Price | (discount %) | Base Price / Per Bus | Less discount for volume level | Net Price | (discount %) | Base Price / Per Bus | Less discount for volume level | Net Price | (discount %) | Base Price / Per Bus | Less discount for volume level | Net Price | (discount %) |
| | | \$ 459,907.05 | \$ - | \$ 459,907.05 | 0% | \$ 459,907.05 | \$ 2,299.54 | \$ 457,607.51 | 0.5% | \$ 459,907.05 | \$ 4,599.07 | \$ 455,307.98 | 1% | \$ 459,907.05 | \$ 9,198.14 | \$ 450,708.90 | 2% |
| | | | | \$ 459,907.05 | 0% | | | \$ 457,607.51 | 0.5% | | | \$ 455,307.98 | 1% | | | \$ 450,708.90 | 2% |

| PART 3, Additional Options, Upgrades | | | | |
|---|------------|--------------|------------|-------------|
| Description | Order Code | Price | Discount % | Net Price |
| Add MAN end of life indication with MGM E-Stroke | XN35 1 | \$ 9,503.78 | 10.71% | \$ 8,485.92 |
| Add Drain Valves | XN35 3 | \$ 63.43 | 10.71% | \$ 56.64 |
| Add Upper Rear Turn Signals | XN35 4 | \$ 85.89 | 10.71% | \$ 76.70 |
| Add Curb Side Cornering Lights | XN35 5 | \$ 158.63 | 10.71% | \$ 141.64 |
| Add Street Side Cornering Lights | XN35 6 | \$ 158.63 | 10.71% | \$ 141.64 |
| Change to Flush Fixed Windows | XN35 7 | \$ 2,783.64 | 10.71% | \$ 2,485.51 |
| Add Luminator Rear Destination Sign | XN35 8 | \$ 218.59 | 10.71% | \$ 195.18 |
| Change Driver's Seat - Recaro M (with Seatbelt, Right Hand Arm) | XN35 9 | \$ 982.12 | 10.71% | \$ 876.93 |
| Add Fire Suppression Fog Maker 40' | XN35 10 | \$ 3,963.61 | 10.71% | \$ 3,539.11 |
| Change Seating - Insight 40 Seats Forward Facing | XN35 11 | \$ 4,690.93 | 10.71% | \$ 4,188.54 |
| Warranty - Extended Base Bus - additional 1 year/50,000 miles (total 2 years/100,000 miles whichever occurs first) | XN35 12 | \$ 6,273.12 | 10.71% | \$ 5,601.27 |
| Warranty - Engine - Cummins extended warranty of 3-years/300,000 miles (Total 5 years/300,000 miles/whichever occurs first) on major components | XN35 13 | \$ 11,123.59 | 10.71% | \$ 9,932.25 |
| Warranty - Transmission - extended warranty of 3-years/300,000 miles (Total 5 years/300,000 miles/whichever occurs first) on major components | XN35 14 | \$ 3,921.06 | 10.71% | \$ 3,501.12 |
| Warranty - HVAC - limited extended warranty of 1 year (total 3 years/unlimited miles) | XN35 15 | \$ 2,049.08 | 10.71% | \$ 1,829.63 |
| Percent discount on all other options not listed above = | | 10.71% | | |

40 Ft - Diesel Engine

Vendor Name: New Flyer of America Inc.
 Manufacturer: New Flyer of America Inc.
 Model: Xcelsior XD40
 Length /Size: 40'

| PART 1, BASE BUS, STANDARD FEATURES | | |
|-------------------------------------|----------------------------------|--|
| A) Model Year | New 2020, or current model year. | |
| B) Engine (i.e. diesel) / HP | Diesel / Cummins L9 280 | |
| C) Transmission | Allison B400R (with retarder). | |
| D) Seating Capacity | 34 | |
| E) Doors | 2 | |
| F) Wheelchair Locations | 2 | |
| G) Weight | 26,000 | |
| H) Alternate Fuel Options | Hybrid, CNG | |
| I) Brakes | Knorr/ Bremse Disc brakes | |

| PART 2, BASE BUS PRICE | | | | | |
|--------------------------------|--------------------|---------------|---------------|---------------|---------------|
| | Purchase Qty ----> | 1 to 5 | 6 to 10 | 11 to 15 | 16 + |
| Base Price / Per Bus | | \$ 417,480.59 | \$ 417,480.59 | \$ 417,480.59 | \$ 417,480.59 |
| Less discount for volume level | | \$ - | \$ 2,087.40 | \$ 4,174.81 | \$ 8,349.61 |
| Net Price | | \$ 417,480.59 | \$ 415,393.19 | \$ 413,305.79 | \$ 409,130.98 |
| (discount %) | | 0% | 0.5% | 1% | 2% |

| PART 3, Additional Options, Upgrades | | | | |
|---|------------|-------------|------------|-------------|
| Description | Order Code | Price | Discount % | Net Price |
| Add MAN end of life indication with MGM E-Stroke | XD40 1 | \$ 9,503.78 | 10.71% | \$ 8,485.92 |
| Add Drain Valves | XD40 3 | \$ 63.43 | 10.71% | \$ 56.64 |
| Add Upper Rear Turn Signals | XD40 4 | \$ 85.89 | 10.71% | \$ 76.70 |
| Add Curb Side Cornering Lights | XD40 5 | \$ 158.63 | 10.71% | \$ 141.64 |
| Add Street Side Cornering Lights | XD40 6 | \$ 158.63 | 10.71% | \$ 141.64 |
| Change to Flush Fixed Windows | XD40 7 | \$ 2,783.64 | 10.71% | \$ 2,485.51 |
| Add Luminator Rear Destination Sign | XD40 8 | \$ 218.59 | 10.71% | \$ 195.18 |
| Change Driver's Seat - Recaro M (with Seatbelt, Right Hand Arm) | XD40 9 | \$ 982.12 | 10.71% | \$ 876.93 |
| Add Fire Suppression Fog Maker 40" | XD40 10 | \$ 3,963.61 | 10.71% | \$ 3,539.11 |
| Change - Insight 40 Seats Forward Facing | XD40 11 | \$ 4,690.93 | 10.71% | \$ 4,188.54 |
| Warranty - Extended Base Bus - additional 1 year/50,000 miles (total 2 years/100,000 miles whichever occurs first) | XD40 12 | \$ 6,273.12 | 10.71% | \$ 5,601.27 |
| Warranty - Engine - Cummins extended warranty of 3-years/300,000 miles (Total 5 years/300,000 miles/whichever occurs first) on major components | XD40 13 | \$ 8,123.15 | 10.71% | \$ 7,253.16 |
| Warranty - Transmission - extended warranty of 3-years/300,000 miles (Total 5 years/300,000 miles/whichever occurs first) on major components | XD40 14 | \$ 3,921.06 | 10.71% | \$ 3,501.12 |
| Warranty - HVAC - limited extended warranty of 1 year (total 3 years/unlimited miles) | XD40 15 | \$ 2,049.08 | 10.71% | \$ 1,829.63 |
| Percent discount on all other options not listed above = | | 10.71% | | |

40 Ft - Hybrid Engine

Vendor Name: New Flyer of America Inc.
 Manufacturer: New Flyer of America Inc.
 Model: Xcelsior XDE40
 Length /Size: 40'

| PART 1, BASE BUS, STANDARD FEATURES | | |
|-------------------------------------|---------------------------------|--|
| A) Model Year | New 2020 or current model year. | |
| B) Engine (i.e. diesel) / HP | Cummins 280 | |
| C) Transmission | Allison H40EP or BAE APS3 | |
| D) Seating Capacity | 34 | |
| E) Doors | 2 | |
| F) Wheelchair Locations | 2 | |
| G) Weight | 28,500 | |
| H) Alternate Fuel Options | Diesel CNG | |
| I) Brakes | Knorr/ Bremse Disc brakes | |

| PART 2, BASE BUS PRICE | | | | | |
|--------------------------------|--------------------|---------------|---------------|---------------|---------------|
| | Purchase Qty ----> | 1 to 5 | 6 to 10 | 11 to 15 | 16 + |
| Base Price / Per Bus | | \$ 694,055.83 | \$ 694,055.83 | \$ 694,055.83 | \$ 694,055.83 |
| Less discount for volume level | | \$ - | \$ 3,470.28 | \$ 6,940.56 | \$ 13,881.12 |
| Net Price | | \$ 694,055.83 | \$ 690,585.55 | \$ 687,115.28 | \$ 680,174.72 |

| | | | | | |
|---|-------------------|--------------|-------------------|------------------|----|
| (discount %) | | 0% | 0.5% | 1% | 2% |
| PART 3, Additional Options, Upgrades | | | | | |
| Description | Order Code | Price | Discount % | Net Price | |
| Add MAN end of life indication with MGM E-Stroke | XDE40 1 | \$ 9,503.78 | 10.71% | \$ 8,485.92 | |
| Add Drain Valves | XDE40 3 | \$ 63.43 | 10.71% | \$ 56.64 | |
| Add Upper Rear Turn Signals | XDE40 4 | \$ 85.89 | 10.71% | \$ 76.70 | |
| Add Curb Side Cornering Lights | XDE40 5 | \$ 158.63 | 10.71% | \$ 141.64 | |
| Add Street Side Cornering Lights | XDE40 6 | \$ 158.63 | 10.71% | \$ 141.64 | |
| Change to Flush Fixed Windows | XDE40 7 | \$ 2,783.64 | 10.71% | \$ 2,485.51 | |
| Add Luminator Rear Destination Sign | XDE40 8 | \$ 218.59 | 10.71% | \$ 195.18 | |
| Change Driver's Seat - Recaro M (with Seatbelt, Right Hand Arm | XDE40 9 | \$ 982.12 | 10.71% | \$ 876.93 | |
| Add Fire Suppression Fog Maker 40' | XDE40 10 | \$ 3,963.61 | 10.71% | \$ 3,539.11 | |
| Change - Insight 40 Seats Forward Facing | XDE40 11 | \$ 4,690.93 | 10.71% | \$ 4,188.54 | |
| Warranty - Extended Base Bus - additional 1 year/50,000 miles (total 2 years/100,000 miles whichever occurs first) | XDE40 12 | \$ 7,318.15 | 10.71% | \$ 6,534.38 | |
| Warranty - Engine - Cummins extended warranty of 3-years/300,000 miles (Total 5 years/300,000 miles/whichever occurs first) on major components | XDF40 13 | \$ 8,123.15 | 10.71% | \$ 7,253.16 | |
| Warranty - Hybrid Drive (Allison) - extended warranty of 3-years/300,000 miles (Total 5 years/300,000 miles/whichever occurs first) on major components | XDE40 14 | \$ 27,716.76 | 10.71% | \$ 24,748.30 | |
| Warranty - HVAC - limited extended warranty of 1 year (total 3 years/unlimited miles) | XDE40 15 | \$ 3,659.08 | 10.71% | \$ 3,267.19 | |
| Percent discount on all other options not listed above = | 10.71% | | | | |

40 Ft - CNG Engine

Vendor Name: New Flyer of America Inc.
 Manufacturer: New Flyer of America Inc.
 Model: Xcelisior XN40
 Length /Size: 40'

| PART 1, BASE BUS, STANDARD FEATURES | | | |
|--|---------------------------------|--|--|
| A) Model Year | New 2020, or current model year | | |
| B) Engine (i.e. diesel) / HP | ISL-G 280 (CNG) | | |
| C) Transmission | Allison B400R (with retarder) | | |
| D) Seating Capacity | 34 | | |
| E) Doors | 2 | | |
| F) Wheelchair Locations | 2 | | |
| G) Weight | 31,000 | | |
| H) Alternate Fuel Options | Hybrid, Diesel | | |
| I) Brakes | Knorr/ Bremse Disc brakes | | |

| PART 2, BASE BUS PRICE | | | | | |
|--------------------------------|--------------------|---------------|---------------|---------------|---------------|
| | Purchase Qty ----> | 1 to 5 | 6 to 10 | 11 to 15 | 16 + |
| Base Price / Per Bus | | \$ 467,660.10 | \$ 467,660.10 | \$ 467,660.10 | \$ 467,660.10 |
| Less discount for volume level | | \$ - | \$ 2,338.30 | \$ 4,676.60 | \$ 9,353.20 |
| Net Price | | \$ 467,660.10 | \$ 465,321.80 | \$ 462,983.50 | \$ 458,306.90 |
| (discount %) | | 0% | 0.5% | 1% | 2% |

| PART 3, Additional Options, Upgrades | | | | |
|---|------------|--------------|------------|-------------|
| Description | Order Code | Price | Discount % | Net Price |
| Add MAN end of life indication with MGM E-Stroke | XN40 1 | \$ 9,503.78 | 10.71% | \$ 8,485.92 |
| Add Drain Valves | XN40 3 | \$ 63.43 | 10.71% | \$ 56.64 |
| Add Upper Rear Turn Signals | XN40 4 | \$ 85.89 | 10.71% | \$ 76.70 |
| Add Curb Side Cornering Lights | XN40 5 | \$ 158.63 | 10.71% | \$ 141.64 |
| Add Street Side Cornering Lights | XN40 6 | \$ 158.63 | 10.71% | \$ 141.64 |
| Change to Flush Fixed Windows | XN40 7 | \$ 2,783.64 | 10.71% | \$ 2,485.51 |
| Add Luminator Rear Destination Sign | XN40 8 | \$ 218.59 | 10.71% | \$ 195.18 |
| Change Driver's Seat - Recaro M (with Seatbelt, Right Hand Arm | XN40 9 | \$ 982.12 | 10.71% | \$ 876.93 |
| Add Fire Suppression Fog Maker 40' | XN40 10 | \$ 3,963.61 | 10.71% | \$ 3,539.11 |
| Change Seating - Insight 40 Seats Forward Facing | XN40 11 | \$ 4,690.93 | 10.71% | \$ 4,188.54 |
| Warranty - Extended Base Bus - additional 1 year/50,000 miles (total 2 years/100,000 miles whichever occurs first) | XN40 12 | \$ 6,273.12 | 10.71% | \$ 5,601.27 |
| Warranty - Engine - Cummins extended warranty of 3-years/300,000 miles (Total 5 years/300,000 miles/whichever occurs first) on major components | XN40 13 | \$ 11,123.59 | 10.71% | \$ 9,932.25 |
| Warranty - Transmission - extended warranty of 3-years/300,000 miles (Total 5 years/300,000 miles/whichever occurs first) on major components | XN40 14 | \$ 3,921.06 | 10.71% | \$ 3,501.12 |
| Warranty - HVAC - limited extended warranty of 1 year (total 3 years/unlimited miles) | XN40 15 | \$ 2,049.08 | 10.71% | \$ 1,829.63 |
| Percent discount on all other options not listed above = | 10.71% | | | |

60 Ft - Diesel Engine

Vendor Name: New Flyer of America Inc.
 Manufacturer: New Flyer of America Inc.
 Model: Xcelsior XD60
 Length /Size: 60'

| PART 1, BASE BUS, STANDARD FEATURES | | | |
|-------------------------------------|----------------------------------|--|--|
| A) Model Year | New 2020, or current model year. | | |
| B) Engine (i.e. diesel) / HP | Diesel / Cummins L9 330 | | |
| C) Transmission | Allison B500R (with retarder) | | |
| D) Seating Capacity | 48 | | |
| E) Doors | 2 | | |
| F) Wheelchair Locations | 2 | | |
| G) Weight | 39,000 | | |
| H) Alternate Fuel Options | Hybrid, CNG | | |
| I) Brakes | Knorr/ Bremse Disc brakes | | |

| PART 2, BASE BUS PRICE | | | | | | | | | | | | | | | | | |
|--------------------------------|----------------------|--------|------------|----|------------|---------|------------|----|------------|----------|------------|----|------------|------|------------|----|------------|
| Base Price / Per Bus | Purchase Qty ----- > | 1 to 5 | | | | 6 to 10 | | | | 11 to 15 | | | | 16 + | | | |
| | | | | \$ | 640,704.03 | \$ | 640,704.03 | \$ | 640,704.03 | \$ | 640,704.03 | \$ | 640,704.03 | \$ | 640,704.03 | \$ | 640,704.03 |
| Less discount for volume level | | \$ | - | \$ | 3,203.52 | \$ | 6,407.04 | \$ | 6,407.04 | \$ | 6,407.04 | \$ | 6,407.04 | \$ | 12,814.08 | | |
| Net Price | | \$ | 640,704.03 | \$ | 637,500.51 | \$ | 634,296.99 | \$ | 634,296.99 | \$ | 634,296.99 | \$ | 634,296.99 | \$ | 627,889.95 | | |
| (discount %) | | | 0.0% | | 0.5% | | 1.0% | | 1.0% | | 1.0% | | 1.0% | | 2.0% | | |

| PART 3, Additional Options, Upgrades (list Top 15 most requested Options) | | | | |
|--|------------|--------------|------------|--------------|
| Description | Order Code | Price | Discount % | Net Price |
| Warranty - Base Bus - additional 1 year/50,000 miles (total 2 years/100,000 miles whichever occurs first) | XD60_1 | \$ 9,513.60 | 10.71% | \$ 8,494.69 |
| Warranty - Engine - Cummins limited extended 3-years/300,000 miles warranty on major components (Total 5 years/300,000 miles/whichever occurs first) | XD60_2 | \$ 8,123.15 | 10.71% | \$ 7,253.16 |
| Warranty - Transmission - extended limited 3-years/300,000 miles warranty on major components (Total 5 years/300,000 miles/whichever occurs first) | XD60_3 | \$ 3,782.02 | 10.71% | \$ 3,376.97 |
| Warranty - HVAC - extended limited 1 year warranty (total 3 years/unlimited miles) | XD60_4 | \$ 4,098.16 | 10.71% | \$ 3,659.25 |
| Warranty - Brake System - 3 year/150,000 miles (whichever occurs first) | XD60_5 | \$ 731.82 | 10.71% | \$ 653.44 |
| Add Tire Pressure Monitoring System | XD60_6 | \$ 50.09 | 10.71% | \$ 44.73 |
| Change to Odyssey Batteries | XD60_7 | \$ 2,542.96 | 10.71% | \$ 2,270.61 |
| Add Curb Side Cornering Lights | XD60_8 | \$ 158.63 | 10.71% | \$ 141.64 |
| Add Street Side Cornering Lights | XD60_9 | \$ 158.63 | 10.71% | \$ 141.64 |
| Add Roof Hatch - 3 SkyLight Hatches | XD60_10 | \$ 691.76 | 10.71% | \$ 617.67 |
| Change to Flush Fixed Windows | XD60_11 | \$ 24,570.02 | 10.71% | \$ 21,938.57 |
| Add Luminator Rear Destination Sign | XD60_12 | \$ 218.59 | 10.71% | \$ 195.18 |
| Change - High Mount Streetside Mirror | XD60_13 | \$ 182.89 | 10.71% | \$ 163.30 |
| Change - High Mount Curbside Mirror | XD60_14 | \$ 187.33 | 10.71% | \$ 167.27 |
| Change Driver's Seat - Recaro M (with Seatbelt, Right Hand Arm | XD60_15 | \$ 982.12 | 10.71% | \$ 876.93 |
| Percent discount on all other options not listed above = | | 10.71% | | |

60 Ft - Hybrid Engine

Vendor Name: New Flyer of America Inc.
 Manufacturer: New Flyer of America Inc.
 Model: Xcelsior XDE60
 Length /Size: 60'

| PART 1, BASE BUS, STANDARD FEATURES | | | |
|-------------------------------------|----------------------------------|--|--|
| A) Model Year | New 2020, or current model year. | | |
| B) Engine (i.e. diesel) / HP | Cummins 330 Diesel Engine. | | |
| C) Transmission | Allison H50EP or BAE APS3 | | |
| D) Seating Capacity | 52 | | |
| E) Doors | 2 | | |
| F) Wheelchair Locations | 2 | | |
| G) Weight | 42,000 | | |
| H) Alternate Fuel Options | Diesel, CNG | | |
| I) Brakes | Knorr/ Bremse Disc brakes | | |

| PART 2, BASE BUS PRICE | | | | | | | | | | | | | | | | | |
|--------------------------------|----------------------|--------|------------|----|------------|---------|------------|----|------------|----------|------------|----|------------|------|------------|----|------------|
| Base Price / Per Bus | Purchase Qty ----- > | 1 to 5 | | | | 6 to 10 | | | | 11 to 15 | | | | 16 + | | | |
| | | | | \$ | 957,933.29 | \$ | 957,933.29 | \$ | 957,933.29 | \$ | 957,933.29 | \$ | 957,933.29 | \$ | 957,933.29 | \$ | 957,933.29 |
| Less discount for volume level | | \$ | - | \$ | 4,789.67 | \$ | 9,579.33 | \$ | 9,579.33 | \$ | 9,579.33 | \$ | 9,579.33 | \$ | 19,158.67 | | |
| Net Price | | \$ | 957,933.29 | \$ | 953,143.62 | \$ | 948,353.96 | \$ | 948,353.96 | \$ | 948,353.96 | \$ | 948,353.96 | \$ | 938,774.62 | | |
| (discount %) | | | 0.0% | | 0.5% | | 1.0% | | 1.0% | | 1.0% | | 1.0% | | 2.0% | | |

| PART 3, Additional Options, Upgrades | | | | |
|--|------------|--------------|------------|--------------|
| Description | Order Code | Price | Discount % | Net Price |
| Warranty - Base Bus - additional 1 year/50,000 miles (total 2 years/100,000 miles whichever occurs first) | XDE60 1 | \$ 9,513.60 | 10.71% | \$ 8,494.69 |
| Warranty - Engine - Cummins limited extended 3-years/300,000 miles warranty on major components (Total 5 years/300,000 miles/whichever occurs first) | XDE60 2 | \$ 8,123.15 | 10.71% | \$ 7,253.16 |
| Warranty - Transmission - extended limited 3-years/300,000 miles warranty on major components (Total 5 years/300,000 miles/whichever occurs first) | XDE60 3 | \$ 3,782.02 | 10.71% | \$ 3,376.97 |
| Warranty - HVAC - extended limited 1 year warranty (total 3 years/unlimited miles) | XDE60 4 | \$ 4,098.16 | 10.71% | \$ 3,659.25 |
| Warranty - Brake System - 3 year/150,000 miles (whichever occurs first) | XDE60 5 | \$ 731.82 | 10.71% | \$ 653.44 |
| Add Tire Pressure Monitoring System | XDE60 6 | \$ 50.09 | 10.71% | \$ 44.73 |
| Change to Odyssey Batteries | XDE60 7 | \$ 2,542.96 | 10.71% | \$ 2,270.61 |
| Add Curb Side Cornering Lights | XDE60 8 | \$ 158.63 | 10.71% | \$ 141.64 |
| Add Street Side Cornering Lights | XDE60 9 | \$ 158.63 | 10.71% | \$ 141.64 |
| Add Roof Hatch - 3 SkyLight Hatches | XDE60 10 | \$ 691.76 | 10.71% | \$ 617.67 |
| Change to Flush Fixed Windows | XDE60 11 | \$ 24,570.02 | 10.71% | \$ 21,938.57 |
| Add Luminator Rear Destination Sign | XDE60 12 | \$ 218.59 | 10.71% | \$ 195.18 |
| Change - High Mount Streetside Mirror | XDE60 13 | \$ 182.89 | 10.71% | \$ 163.30 |
| Change - High Mount Curbside Mirror | XDE60 14 | \$ 187.33 | 10.71% | \$ 167.27 |
| Change Driver's Seat - Recaro M (with Seatbelt, Right Hand Arm | XDE60 15 | \$ 982.12 | 10.71% | \$ 876.93 |
| Percent discount on all other options not listed above = | 10.71 % | | | |

60 Ft - CNG Engine

Vendor Name: New Flyer of America Inc.
 Manufacturer: New Flyer of America Inc.
 Model: Xcelsior XN60
 Length /Size: 60'

| PART 1, BASE BUS, STANDARD FEATURES | | | |
|-------------------------------------|----------------------------------|--|--|
| A) Model Year | New 2020, or current model year. | | |
| B) Engine (i.e. diesel) / HP | Cummins L9N 320 CNG | | |
| C) Transmission | Allison B500R (with retarder) | | |
| D) Seating Capacity | 48 | | |
| E) Doors | 2 | | |
| F) Wheelchair Locations | 2 | | |
| G) Weight | 43,000 | | |
| H) Alternate Fuel Options | Hybrid, Diesel | | |
| I) Brakes | Knorr/ Bremse Disc brakes | | |

| Base Price / Per Bus | Purchase Qty ----- > | | | |
|--------------------------------|----------------------|---------------|---------------|---------------|
| | 1 to 5 | 6 to 10 | 11 to 15 | 16 + |
| Less discount for volume level | \$ 736,217.39 | \$ 736,217.39 | \$ 736,217.39 | \$ 736,217.39 |
| Net Price | \$ 736,217.39 | \$ 732,536.30 | \$ 728,855.22 | \$ 721,493.04 |
| (discount %) | 0.0% | 0.5% | 1.0% | 2.0% |

| PART 3, Additional Options, Upgrades | | | | |
|--|------------|--------------|------------|--------------|
| Description | Order Code | Price | Discount % | Net Price |
| Warranty - Base Bus - additional 1 year/50,000 miles (total 2 years/100,000 miles whichever occurs first) | XN60 1 | \$ 9,513.60 | 10.71% | \$ 8,494.69 |
| Warranty - Engine - Cummins limited extended 3-years/300,000 miles warranty on major components (Total 5 years/300,000 miles/whichever occurs first) | XN60 2 | \$ 8,123.15 | 10.71% | \$ 7,253.16 |
| Warranty - Transmission - extended limited 3-years/300,000 miles warranty on major components (Total 5 years/300,000 miles/whichever occurs first) | XN60 3 | \$ 3,782.02 | 10.71% | \$ 3,376.97 |
| Warranty - HVAC - extended limited 1 year warranty (total 3 years/unlimited miles) | XN60 4 | \$ 4,098.16 | 10.71% | \$ 3,659.25 |
| Warranty - Brake System - 3 year/150,000 miles (whichever occurs first) | XN60 5 | \$ 731.82 | 10.71% | \$ 653.44 |
| Change to Odyssey Batteries | XN60 7 | \$ 2,542.96 | 10.71% | \$ 2,270.61 |
| Add Curb Side Cornering Lights | XN60 8 | \$ 158.63 | 10.71% | \$ 141.64 |
| Add Street Side Cornering Lights | XN60 9 | \$ 158.63 | 10.71% | \$ 141.64 |
| Add Roof Hatch - 3 SkyLight Hatches | XN60 10 | \$ 691.76 | 10.71% | \$ 617.67 |
| Change to Flush Fixed Windows | XN60 11 | \$ 24,570.02 | 10.71% | \$ 21,938.57 |
| Add Luminator Rear Destination Sign | XN60 12 | \$ 218.59 | 10.71% | \$ 195.18 |
| Change - High Mount Streetside Mirror | XN60 13 | \$ 182.89 | 10.71% | \$ 163.30 |
| Change - High Mount Curbside Mirror | XN60 14 | \$ 187.33 | 10.71% | \$ 167.27 |
| Change Driver's Seat - Recaro M (with Seatbelt, Right Hand Arm | XN60 15 | \$ 982.12 | 10.71% | \$ 876.93 |
| Percent discount on all other options not listed above = | 10.71 % | | | |

ATTACHMENT B

VENDOR USAGE- SEMI-ANNUALSALES REPORT

CONTRACT E194-75548-MA2275

BETWEEN THE COMMONWEALTH OF VIRGINIA AND

NEW FLYER OF AMERICA INC.

(Sample Sheet Only)

Vendor's Report of Sales

| |
|-------------------------|
| Contract Number |
| Vendor Name |
| Report Preparer Name |
| Contact E-mail |
| Contact Phone |
| Report Start Date |
| Report End Date |

Instructions:

Enter the contract#, your company name, contact info, and the dates covered by this report above.

Fill in all the cells for each line-item purchased. Follow the example shown below.

Please ensure correct spelling of the Agency/Institution/Public Body and Division/Department

Total Sales for Reporting Period: \$ _____

| Line # | Order Date | Purchase Order Number | Agency/Institution/Public Body | Contract Item # and Description | Qty | Unit Price | Actual Price Extended with Options |
|--------|------------|-----------------------|--------------------------------|---------------------------------|-----|------------|------------------------------------|
| 1 | | | | | | | |



Regional Transit Authority Solicitation Request Routing Sheet

INSTRUCTION: The user department is responsible for providing all information requested below and securing the requisite signatures.

| Attachments (*Indicates Required Items) | |
|--|-----------------------------------|
| * Scope of Work | Project Schedule/Delivery Date * |
| Technical Specifications | Selection Criteria (RFQ/RFP Only) |
| DBE/SBE Goal Calculation | |

A. I have reviewed this form and the attachments provided and by signing below I give authority to the below stated Department Representative to proceed as lead in the procurement process.

Alisa Maniger
Name

Administrative Analyst 8382
Title Ext.

[Signature]
Department Head Signature

5/14/21
Date

B. Name of Project, Service or Product: Purchase of twenty one (21) 40ft. New Flyer Bio-Diesel Buses

C. Justification of Procurement: The current 40ft. Fixed Route vehicles have surpassed their useful life and need replacing.

D. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant?
[Signature]
Director of Grants/ Federal Compliance

Yes No
5/17/2021
Date

E. Safety: Include Standard Safety Provisions Only

Additional Safety Requirements Attached
[Signature]
Safety Director

5/17/21
Date

Risk Management: Include Standard Insurance Provisions Only? Yes No
Include Additional Insurance Requirements Attached N/A
[Signature]
Risk Management Analyst 5/17/2021
Date

F. Funding Source: Federal State Local Other: _____



Funds are specifically allocated in the Department's current fiscal year budget or in a grant to cover this expenditure as follows:

Total Amount Available \$ 12,080,800.00

Projected Cost \$ 11,265,114.00

Previous Cost (if applicable)

FTA Grant No.(s)

\$ ~~LA 2021-014.1111.111201~~ 5/17/21
~~LA2020-014.1111.111201~~ \$9,012,091.20

Line Item(s)

Local match amount \$2,253,022.80

Operations/Department Code

Budget Code(s)

Budget Analyst

Date

G. DBE/SBE Goal: 0 % DBE

% Small Business

Director of Small Business Development

Date

[Signature]
DBE/CEO Compliance Manager

Date

5/14/2021

H. Authorizations: I have reviewed and approved the final solicitation document.

Department Head Signature

Date

Division Manager

Date

Director of Procurement

Date

5/14/21

5/17/21

FOR PROCUREMENT USE ONLY

Type of Procurement Requested: (circle one) IFB RFQ RFP SS TWO-STEP

Invitation for Bid (IFB) This competitive method of awarding contracts is used for procurements of more than \$25,000 in value. The agency knows exactly what and how many of everything it needs in the contract, as well as when and how the products and services are to be delivered. The award is generally based on price.

Request for Quote (RFQ) This type of solicitation is often used to determine current market pricing.

Request for Proposal (RFP) This approach to contracting occurs when the agency isn't certain about what it wants and is looking to you to develop a solution and cost estimate.

Sole Source (SS) this procurement can be defined as any contract entered into without a competitive process, based on a justification that only one known source exists or that only one single supplier can fulfill the requirements.

Two-step Procurement - request for qualifications step-one used in the formal process of procuring a product or service, It is typically used as a screening step to establish a pool of vendors that are then qualified, and thus eligible to submit responses to a request for price proposal (RFP). In this two-step process, the response to the RFQ will describe the company or individual's general qualifications to perform a service or supply a product, and RFP will describe specific details or price proposals.

Chief Financial Officer

Date

5/14/21



[Handwritten signature]

Chief Executive Officer

5/17/21

Date



Board Report and Staff Summary

File #: 21-078

Board of Commissioners

Para Transit Vehicle Purchase

| | |
|---|---|
| DESCRIPTION: A request to purchase new para transit vehicles | AGENDA NO: Click or tap here to enter text. |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other | |

RECOMMENDATION:

Authorize the Chief Executive Officer to award a contract to Creative Bus Sales to purchase 21 paratransit vehicles, utilizing the State of Oklahoma contract SW0797C.

ISSUE/BACKGROUND:

Twenty-one of our paratransit vehicles have reached or exceeded their useful life cycle, the RTA was awarded funds for the replacement of 21 para vehicles under LA2021-014.1113.11125.

DISCUSSION:

All good things must come to an end, as such is true with 21 of our now aged paratransit vehicles. The RTA was awarded funds through LA2021-014.1113.111215 to replace our paratransit vehicle in accordance with FTA life cycles.

Utilizing the State of Oklahoma contract SW0797C, RTA can purchase quality vehicles that will match our new branding and direction. An influx of new vehicles will help the RTA with its mission to provide safe, clean, and on-time service to our constituents.

FINANCIAL IMPACT:

Funding is available through grant funding (LA2021-014.1113.111215), total estimated costs of this project are \$2,238,453, of which \$447,960.60 will be locally funded.

NEXT STEPS:

When Approved to proceed, the team will continue to develop this proposal following the Notice for funding and the contract award.

ATTACHMENTS:

1. Resolution
2. Routing sheet

Prepared By: Ryan Moser
Title: Maintenance Manager

Reviewed By: Thomas E. Stringer, Jr.
Title: Deputy CEO Chief Operating Officer

Reviewed By: Gizelle Johnson Banks
Title: Chief Operating Officer



Alex Wiggins
Chief Executive Officer

5/20/2021

Date



**Regional Transit Authority
State Contract Procurement Routing Sheet
For Transactions Over \$25,000**

INSTRUCTION: The user department is responsible for providing all information requested below and securing the requisite signatures.

| Attachments (*Indicates Required Items) | |
|---|-----------------------------------|
| * Scope of Work | Project Schedule/Delivery Date * |
| Technical Specifications | Selection Criteria (RFQ/RFP Only) |
| DBE/SBE Goal Calculation | |

A. I have reviewed this form and the attachments provided and by signing below I give authority to the below stated Department Representative to proceed as lead in the procurement process.

| | | |
|---------------------------|----------------------|-------------|
| <u>Ryan Moser</u> | <u>Maint manager</u> | <u>8400</u> |
| Name | Title | Ext |
| <u>Billie J. Johnson</u> | <u>5/10/2021</u> | |
| Department Head Signature | Date | |

B. Name of Project, Service or Product: Paratransit Vehicle purchase

C. Justification of Procurement: To establish a PO in line with the state contract for the purchase of paratransit vehicles. To be purchased on the State of Oklahoma Contract SW0797C. This procumbent is for the replacement of 21 paratransit vehicles that have outlived their useful life.

D. Certification of Authorized Grant:

| | | |
|--|--------------------------------------|----|
| Is this item/specification consistent with the Authorized Grant? | <input checked="" type="radio"/> Yes | No |
| <u>Rasmul Van</u> | <u>5/10/2021</u> | |
| Director of Grants/ Federal Compliance | Date | |

E. Safety: Include Standard Safety Provisions Only

| | |
|-------------------------|----------------|
| <u>Michael J. Smith</u> | <u>5/11/21</u> |
| Safety Director | Date |

Risk Management: Include Standard Insurance Provisions Only? Yes No

| | |
|-------------------------|------------------|
| <u>[Signature]</u> | <u>5/12/2021</u> |
| Risk Management Analyst | Date |



F. Funding Source: Federal State Local Other: _____

Funds are specifically allocated in the Department's current fiscal year budget or in a grant to cover this expenditure as follows:

Total Amount Available \$ 5,250,000

Projected Cost \$ \$2,238,453.00

Previous Cost (if applicable) \$ _____

FTA Grant No.(s) LA2021-014.1113.111215

Line Item(s) _____

Operations/Department Code _____

Budget Code(s) _____

NK
Budget Analyst _____ Date _____

G. DBE/SBE Goal: 0 % DBE _____ % Small Business

NK
Director of Small Business Development _____ Date _____

Kozjak & Cauthorne
DBE/EEO Compliance Manager _____ Date 5/10/2021

H. Authorizations: I have reviewed and approved the final solicitation document.

Billie J. Johnson

Department Head Signature _____ Date 5/10/2021

Therese E. Strunk
Division Manager _____ Date 5/12/21

Ronald M. Boyth
Director of Procurement _____ Date 5/17/21

FOR PROCUREMENT USE ONLY

Type of Procurement Requested: (circle one) IFB RFQ RFP SS SC TWO-STEP
Invitation for Bid (IFB) This competitive method of awarding contracts is used for procurements of more than \$25,000 in value. The agency knows exactly what and how many of everything it needs in the contract, as well as when and how the products and services are to be delivered. The award is generally based on price.

Request for Quote (RFQ) This type of solicitation is often used to determine current market pricing.

Request for Proposal (RFP) This approach to contracting occurs when the agency isn't certain about what it wants and is looking to you to develop a solution and cost estimate.

Sole Source (SS) this procurement can be defined as any contract entered into without a competitive process, based on a justification that only one known source exists or that only one single supplier can fulfill the requirements.

State Contract (SC) this procurement is via a State competitive procurement

Two-step Procurement - request for qualifications step-one used in the formal process of procuring a product or service, It is typically used as a screening step to establish a pool of vendors that are then qualified, and thus eligible to submit responses to a request for price proposal (RFP). In this two-step process, the response to the RFQ will describe the



company or individual's general qualifications to perform a service or supply a product, and RFP will describe specific details or price proposals.

Dezelle Johnson-Parker (MAM)

Chief Financial Officer

[Signature]

Chief Executive Officer

5-17-2021

Date

5-17-21

Date



To: Billie J. Johnson, Director of Mobility and Alternative Modes

From: Mike Smith, Chief Safety Officer

Date: May 11, 2021

RE: Procurement of 21 Paratransit Vehicles

In reference to the proposed procurement of 21 paratransit vehicles;

- The vendor is requested to provide detailed, technical specifications and drawings concerning the “driver’s barrier kit” as listed under “other available options,” after which RTA will have a review period of no less than five (5) business days to review the final design prior to installation.
- The manufacturer installation of the Seon video system, including all cameras, wiring, harnesses, braces/brackets, and other hardware, shall conform to RTA requirements.

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/Number:

Date of Estimate:

Description of Goods/Services:

Port transit Vehicle Purchase

- New Procurement
- Contract Modification (Change Order)
- Exercise of Option

Method of Obtaining Estimate: Estimate based on price received by NICE Bus solicitation number E3263R for similar item.

Attach additional documentation such as previous pricing, documentation, emails, internet screen shots, estimates on letterhead, etc.

- Published Price List (attach source and date)
- Historical Pricing (attach copy of documentation from previous PO/Contract)
- Comparable Purchases by Other Agencies (attach email correspondence)
- Engineering or Technical Estimate (attach)
- Independent Third-Party Estimate (attach)
- Other (specify) _____ attach documentation
- Pre-established pricing resulting from competition (Contract Modification only)

Through the method(s) stated above, it has been determined the estimated

total cost of the goods/services is \$ 2,238,453

The preceding independent cost estimate was prepared by:

Ryan Moser

Name

[Signature]

Signature



12/16/2020

Dear Awarded Supplier,

Oklahoma Statewide Contract SW797C was awarded with the base agreement period commencing 02/01/2020 and ending 01/31/2024 with 3 options to renew for one-year periods. The State of Oklahoma is requesting to renew the above contract for the period of 02/01/2021 through 01/31/2022.

Please indicate your firm's response to this request and return by email.

- Yes, our firm will renew the contract pricing and terms on the above listed contract.
- No, our firm will not renew the contract pricing and terms on the above listed contract.

Federal Employer / Tax Identification Number: 33-0388707

PeopleSoft Identification Number: _____

Company Name: Creative Bus Sales, Inc.

Address: 14740 Ramona Ave.

City: Chino State: CA

Zip Code: 91710

Email: marcush@creativebussales.com

Marcus Hoffman, Bid Manager
Name / Title

12/23/2020
Date


Signature

Send response electronically to the email address below of the contracting officer by: January 4, 2021

Contracting Officer Name: Carol Williams-Downing

Contracting Officer Phone: (405) 522 - 0432

Contracting Officer Email Address: Carol.williamsdowning@omes.ok.gov

OMES FORM CP 228 – Rev. 02/2020



State of Oklahoma Contract

SW0797C

FY 2020

Preparer: Micah Bailey

Base Model
Starcraft Allstar 7.3L V8 Gas 176" WB 12,500 GVWR

Base Model Price: \$ 65,227.00

Options: \$ 344.00

Other Available Options: \$ 1,609.00

Unpublished Options: \$ 39,413.00



| Vehicle Length | Lift Position | WC Positions | Total # Passengers | CDL Required |
|----------------|---------------|--------------|-----------------------|-----------------|
| 279" | Rear | 4 | 14 | No |

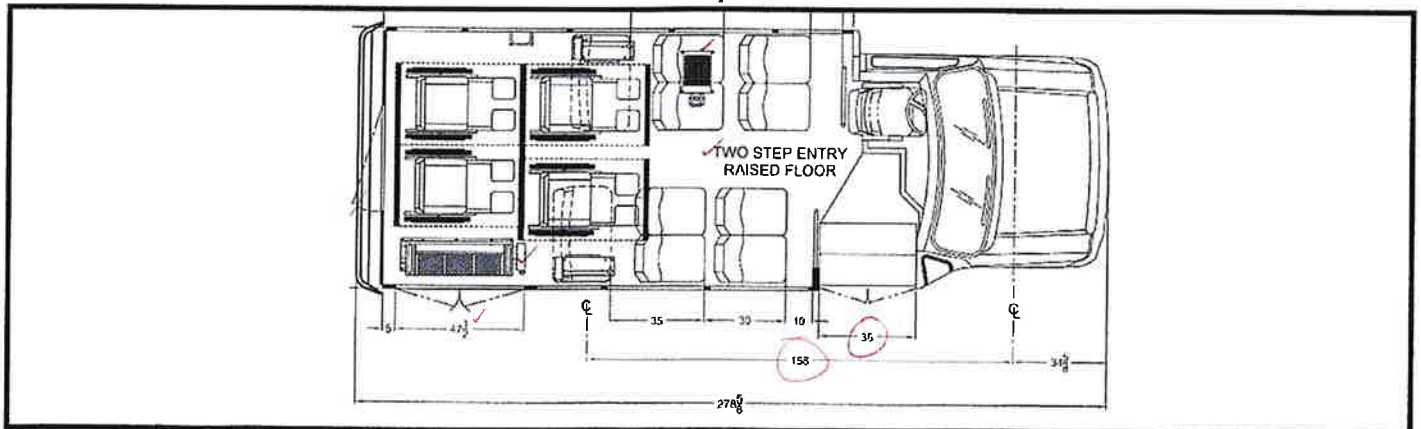
QTY Vehicles: Total Contract Price:

Per Vehicle Price: \$ 106,593.00

Customer Info

| | |
|----------------------|--|
| Customer: | Regional Transit Authority |
| Address: | 287 Canal St New Orleans, LA 70119 |
| Contact: | Jacques Robichaux |
| Office Phone: | (504) 248-3900 |
| Mobile Phone: | |
| E-Mail: | jrobichaux@rtaforward.org |

Floorplan



4/30/2021



OPTIONS

Type E - 24' 15 Passenger Rear Lift

| Qty | Description | FY 2020 List Price | QTY Total |
|---------------------------------------|--|---------------------------|------------------|
| 2 | Freedman Seating TDSS (or equivalent) Fold Away Seat | \$ 150.00 | \$ 300.00 |
| 2 | Extra Seat Belt Extension | \$ 22.00 | \$ 44.00 |
| Subtotal Manufacturer Options: | | | \$ 344.00 |



OTHER AVAILABLE OPTIONS

Type E - 24' 15 Passenger Rear Lift

| Qty | Description | FY 2020 List Price | QTY Total |
|-----|---|---------------------------------------|--------------------|
| 1 | Delete B-pillar and co-pilot seat | \$ (186.00) | \$ (186.00) |
| | Seagate 500GB 7200 RPM 2.5 in. SATA-HDD (500 GB SATA HDD) | \$ 124.00 | \$ - |
| | Seagate Momentus 1TB 5400 RPM 2.5" SATA 3.0Gb/s (1TB SATA HD) | \$ 149.00 | \$ - |
| | Automatic Download Software Ver 3.X (1 license per asset) - 1XFEE - Used with h.264-WIFI-N radio for WiFi network connectivity - offload video files over the WiFi network upon connection (ADSV3CAL) | \$ 108.95 | \$ - |
| | HEALTH & SAFETY/DECONTAMINATION EQUIPMENT OPTIONS | See below | |
| | AeroClave RDS 3110T Decontamination kit (Incl. RDS 3110T, APA, Tripod, Data Logger, and shipping to end user) | \$ 15,507.00 | \$ - |
| | AeroClave ADS On Board Decontamination System (incl. Compressor and Data Logger, shipping) | \$ 8,599.00 | \$ - |
| | Installation of ADS system in vehicle | \$ 400.00 | \$ - |
| | ADP-EX Kit | \$ 599.00 | \$ - |
| | Installation of ADP-EX kit in vehicle | \$ 250.00 | \$ - |
| | Additional APA portable applicator (ea.) | \$ 1,264.00 | \$ - |
| | Additional tripod for APA applicator | \$ 129.00 | \$ - |
| | ADP-AS Dual Headed Hose | \$ 814.00 | \$ - |
| | Data logging module | \$ 850.00 | \$ - |
| | Case of Vital Oxide Solution incl. shipping (4 Gallons) | \$ 140.00 | \$ - |
| | 55-gallon drum of Vital Oxide Solution incl. shipping | \$ 1,375.00 | \$ - |
| | Pallet of Vital Oxide Solution (four (4) 55-gallon drums) incl. shipping | \$ 5,170.00 | \$ - |
| | | \$ 1,795.00 | \$ 1,795.00 |
| 1 | Driver's Barrier kit for E450 cutaway buses (single door or dual door) incl. shipping | | |
| | Add sliding door option to Driver's Barrier (requires Driver's Barrier kit) | \$ 350.00 | \$ - |
| | Installation of driver's barrier kit (per vehicle) | \$ 300.00 | \$ - |
| | | | |
| | | Subtotal Manufacturer Options: | \$ 1,609.00 |



CBS UNPUBLISHED OPTIONS

Type E - 24' 15 Passenger Rear Lift

| Qty | Description | FY 2020 List Price | QTY Total |
|--|---|--------------------|---------------------|
| 1 | Two Way Radio from BearComm New Orleans | \$ 5,663.00 | \$ 5,663.00 |
| 1 | Seon Camera System to Match Current Route Buses | \$ 11,850.00 | \$ 11,850.00 |
| 1 | Full Custom Paint and Graphics | \$ 9,500.00 | \$ 9,500.00 |
| 1 | 36 Month/ 36,000 Miles Warranty | \$ 650.00 | \$ 650.00 |
| 1 | First Aid Kit in Metal Container | \$ 100.00 | \$ 100.00 |
| 1 | Mor/Ryde RL Rear Suspension | \$ 1,200.00 | \$ 1,200.00 |
| 2 | Two Three Step Foldaway Doubles | \$ 950.00 | \$ 1,900.00 |
| 1 | Clever ROM Controller Installed at Cupholder Area | \$ 6,500.00 | \$ 6,500.00 |
| 1 | Installation of ROM by Clever | \$ 2,050.00 | \$ 2,050.00 |
| 1 | Side Barrier Kit Installed at Aisle Stanchion Poles | | \$ - |
| Subtotal CBS Unpublished Options: | | | \$ 39,413.00 |

Texas Office:
4955 Northgate Dr
Irving, TX 75062
Phone: 940-391-7113



Creative Bus Sales

4/29/2021

2021 Starcraft Allstar on Ford E350 Chassis
12 Seated or 4 Wheelchair
Option Content for: New Orleans Regional Transit Authority

| | | | | | |
|--|----|------|---|--|----------|
| ALLSTAR - FORD E350 | | | | | 1 |
| Allstar 22' 158" WB E-350 5.4L Gas W/225 AMP OEM ALT | ST | 2907 | C | | 1 |
| SPECIAL INSTRUCTIONS OR NOTES | | | | | 1 |
| WARRANTY 36 MONTHS / 36,000 MILES | | | | | 1 |
| Tailpipe Straight Out the back on Curbside | | | | | 1 |
| Switch Panel Mounted Up High So Cup Holder Is Open | | | | | 1 |
| Pictures of Battery Box Approved 4-27-21 | | | | | 1 |
| Custom Paint See Attached (Paint Codes Gray N1960EX, Purple N5750EX) | | | | | 1 |
| Use Rear Cap with 7" Round Light Pocket | | | | | 1 |
| SPECIAL BUILD ORDER | | | | | 1 |
| FLEX TECH ELECTRICAL SYSTEM | ST | 0599 | | | 1 |
| STANDARD ROSCO STSK4750 BACK-UP CAMERA SYSTEM W/ 7" REARVIEW | ST | 0599 | | | 1 |
| EXTERIOR SIDEWALLS REQUIRE AZDEL BACKER | ST | 0599 | | | 1 |
| Align with Caster/Camber Kit Send Printout with Each Vehicle | ST | 0599 | | | 1 |
| FlexTech, PRPC Fast Idle W/Interlock, With Complete Display | ST | 0599 | | | 1 |
| Extra Battery Box Key | ST | 0599 | | | 1 |
| PRPC PROGRAMMING/ FLEXTech FOR ELECTRIC ENTRANCE DOOR PARK | ST | 0599 | | | 1 |
| Extra Tailpipe Hangers | ST | 0599 | | | 2 |
| Pre Wire Battery Hot, Ignition, Ground Terminate at Right Side of Doghouse (36" Wire Loop) for BearComm Motorola Radio | ST | 0599 | | | 1 |
| Decal on Rearview Monitor "Requires a Spotter" Very Small | ST | 0599 | | | 1 |
| One Piece Coved Entry Steps Flooring (PER STEP) | ST | 0599 | | | 4 |
| L-Track on Wall in 2 Section of 24" on Streetside Wall in LH WC Position | ST | 0599 | | | 4 |
| SEON Camera System | ST | 0599 | | | 1 |
| SIDEWALL / REARWALL / CEILING | | | | | 1 |
| Sidewall: Grey FRP | 05 | STD | | | 1 |
| Driver Area: Grey Padded Vinyl | 05 | STD | | | 1 |
| FRP on Ceiling, Grey | 05 | 2269 | | | 1 |
| FRP on Rearwall, Grey | 05 | 2040 | | | 1 |
| FRP INTERIOR PANELS MUST HAVE AZDEL BACKERS - NOT LUAN | 05 | 99 | | | 1 |
| FLOORING - WHITE NOSING IS STANDARD | | | | | 1 |
| Gerflor Sirius NT #6727 Anthracite (Grey) I.L.O. Graphite | 05 | 2823 | | | 1 |
| Yellow Step Nosing - Per Step | 05 | 2360 | | | 3 |
| 3/4" Marine Grade Plywood Floor | 05 | 99 | | | 1 |
| Raised Floor 3 Step Flat to Front ** ALLSTAR OPTION ONLY | 05 | 2103 | | | 1 |
| Fuel Tank Access Plate In Floor *N/A All Applications - Check Availability | 05 | 2667 | | | 1 |
| EXTERIOR | | | | | |
| Custom Paint - Requires Artwork and color Codes - * Note in Special Instructions! | 05 | 2235 | | | 1 |
| CHASSIS | | | | | |
| Heavy Duty Anti-Slip Aluminum Running Board on Driver Side (Large) | 05 | 2623 | | | 1 |
| Mor-Ryde RL Suspension | 05 | 2213 | | | 1 |
| Rear Tow Hooks | 05 | 2002 | | | 1 |
| Exterior Mirror Set, Remote/Heated, Ford | 05 | 2444 | | | 1 |
| SMI Energy Absorbing Rear Bumper | 05 | 2812 | | | 1 |
| Valve Stem Extender Inner Dual Rear Wheel, pair | 05 | 2606 | | | 1 |
| ACC CLIMATE CONTROL A/C SYSTEMS | | | | | 1 |
| ENVIRONMENTAL CONTROL | | | | | |
| DUAL COMPRESSOR SYSTEMS | | | | | 1 |
| R476021 85K - 23047 EVAP - 25060 2 FAN COND 13.4 C.I.D COMP (SELECT CHASSIS/ENGINE BELOW) | | | | | 1 |
| R476021 13.4 C.I.D FORD 7.3 LITRE GAS | 05 | 2815 | | | 1 |
| HEATERS | | | | | 1 |
| Hot Water Heater, 35K BTU 3 Speed Low Profile | 05 | 2044 | | | 1 |
| ELECTRICAL | | | | | 1 |
| Battery Box and Tray | 05 | 2029 | | | 1 |
| Laminated Wiring Schematic ***AS BUILT*** ON ELECTRICAL PANEL DOOR | 05 | 2385 | | | 1 |
| EXTERIOR LIGHTS | | | | | 1 |
| Surface Mount LED Entry Door Exterior Light - STD Choose Optional Below or Special builds | 05 | STD | | | 1 |

| | | | | | |
|--|-------------------------------|----|------|--|----|
| 2 LED 7" Lts-Rear Flash REAR | Brake, Lift Door & Entry Open | 05 | 2800 | | 1 |
| LED Mid-Ship Turn / Marker Lights | | 05 | 2330 | | 1 |
| INTERIOR LIGHTS | | | | | |
| Additional Interior LED Dome Lamp - Each | | 05 | 2041 | | 2 |
| MINIMUM OF 3 DOME LAMPS PER SIDE IS REQUIRED | | | | | |
| Door Activated Interior Lights | | 05 | 2097 | | 1 |
| AUDIO / VISUAL | | | | | |
| Ground Plane for 2-Way Radio, Pull Cord, Conduit Terminates B Pillar Floor | | 05 | 2132 | | 1 |
| DOORS / HATCH / WINDOWS | | | | | |
| Electric Entry Door is Standard. Add Option #2056 if Manual is Desired | | | | | |
| Passenger Door Electric (standard) | | 05 | 2887 | | 1 |
| Passenger Door 36" ROUGH OPENING (STANDARD) | | 05 | 2063 | | 1 |
| Exterior Passenger Entrance Door Key | | 05 | 2133 | | 1 |
| Extra Key for Electric Entry Door (requires opt 2133) | | 05 | 2320 | | 2 |
| Rear Door, (1) Window LH Hinge is Std Specify if RH | LH Hinge | 05 | 2016 | | 1 |
| Additional Window for Rear Door | | 05 | 2127 | | 1 |
| Extra Key for Rear Door | | 05 | 2321 | | 1 |
| Extra Key for Wheelchair Door | | 05 | 2321 | | 1 |
| LUGGAGE RACK / STORAGE | | | | | |
| Driver Storage in Cab Overhead - AS LARGE AS POSSIBLE | | 05 | 2019 | | 1 |
| ADD HOLD OPEN TO OVERHEAD STORAGE DOOR | | ST | 0599 | | 1 |
| PARATRANSIT OPTIONS | | | | | |
| Double W.C. Doors w/ Windows, Interior Light, Leaf Spring, LED Exterior Lighting | | 05 | 2015 | | 1 |
| IS THE LIFT IN THE FRONT OR REAR OF THE UNIT? | REAR | | | | 1 |
| USE A.L. HANSEN TYPE 23 SPRING ON LIFT DOORS I.L.O. GAS SHOCKS | | 05 | 99 | | 2 |
| BRAUN LIFTS | | | | | |
| Braun Century NCL 1000 3454HB-2 1000# (34"x54") *N/A FRONT LIFT 138/139"WB | | 05 | 2819 | | 1 |
| LIFT FAST IDLE WITH 403 INTERLOCK | | | | | |
| Intermotive Gateway 508-F Ford E Fast Idle with Lift Interlock | | 05 | 99 | | 1 |
| Q Straint W.C. Securement Kits, Accessories | | | | | |
| Q-8301-L Max Retrctr Tie Down, Q8-6326-A1 Comb Lap/Shldr, L Trk | | 05 | 2536 | | 4 |
| Q5-7580-4 18" Blue Webbing Loops | | 05 | 2846 | | 16 |
| Q-STRAINT BELT CUTTER INSTALLED IN DRIVER'S AREA | | 05 | 99 | | 1 |
| Q-Straint Belt Cutter (ship loose) | | 05 | 2179 | | 1 |
| Miscellaneous Accessories | | | | | |
| L Track for Wheelchair Tiedown (per foot) Floor | | 05 | 2391 | | 4 |
| Priority Seating Signs Installed on each of the 2 Front Row Seats | | 05 | 2104 | | 2 |
| Wheelchair Decal (International Symbol of Accessibility) Each | | 05 | 2105 | | 2 |
| SAFETY OPTIONS | | | | | |
| 5 Lb Fire Extinguisher | | 05 | 2089 | | 1 |
| Special First Aid Kit from American Safety Spec 182 (Metal Box) | | 05 | 99 | | 1 |
| Body Fluid Kit | | 05 | 2150 | | 1 |
| Emergency Triangle Kit | | 05 | 2091 | | 1 |
| Back-Up Alarm SAE Type C 97 db(A) | | 05 | 2092 | | 1 |
| Interior Flat Mirror, 6" x 16" | | 05 | 2118 | | 1 |
| Wide Angle Lens 11"x14", Fresnel | | 05 | 2124 | | 1 |
| Red Light Over Emergency Exit Ea: ON: ALL EMERGENCY EGRESS | | 05 | 2155 | | 3 |
| GRAB RAIL / STANCHION / PANELS | | | | | |
| Ceiling Grab Rail (each) If 1 Specify Side: | | 05 | 2050 | | 2 |
| 1 1/4" Dual Entry Grab Rails Parallel to Entrance Steps (both sides) | | 05 | 2130 | | 1 |
| Stanchion and Modesty Panel Behind Driver | | 05 | 2051 | | 1 |
| SEATING - DRIVER | | | | | |
| SHIELD FC Recliner(GM&Ford), RH Arm, 4 Position Lumbar, Mesh Pocket | | 05 | 2064 | | 1 |
| FREEDMAN SHIELD & LO CAM DRIVER SEAT FABRICS | | | | | |
| Driver Seat Cover - Level 3 Regions or any Level 3 Combo | | 05 | 2042 | | 1 |
| SEATING - PASSENGER | | | | | |
| STD RIGID SEATS | | | | | |
| Mid High Double Seat | | 05 | 2067 | | 4 |
| FOLDAWAY SEATS | | | | | |
| Foldaway Seat, Double AM Benchback | | 05 | 2084 | | 2 |
| PASSENGER SEAT FABRICS | | | | | |
| Seat Cover - Level 3 Regions or any Level 3 Combination (Sherpa/Shire N/A) | | 05 | 2073 | | 12 |
| SEAT OPTIONS | | | | | |
| Anti-Vandal Grab Handle, Black Ea on: | All Fixed Seats | 05 | 2311 | | 8 |
| Black US Armrest - Each - on: | Aisle Side | 05 | 2077 | | 6 |
| TDSS-L Track on Foldaways Ea. Note Location in Special Instructions & Floor Plan | | 05 | 2680 | | 2 |
| SEAT BELTS | | | | | |
| Seat Belt, Non-Retractable ****STANDARD ITEM - ENTER QUANTITY | | 05 | 2086 | | 12 |
| Seat Belt Extension, 24" FOR USR SEAT BELTS | | 05 | 2811 | | 2 |



RESOLUTION NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO AWARD A CONTRACT TO CREATIVE BUS SALES FOR THE
PURCHASE OF TWENTY-ONE PARATRANSIT VEHICLES**

Introduced by Commissioner _____,
seconded by Commissioner _____.

WHEREAS, the Chief Executive Officer of the RTA has the need to replace (21) para transit vehicles; and

WHEREAS, the purchase of these replacement vehicles, will enable the RTA to effectively carry out its day to day operation; and

WHEREAS, staff has evaluated and determined that purchasing the (21) vehicles from Creative Bus Sales through the State of Oklahoma Contract SW0797C is the most cost-effective way to replace the vehicles; and

WHEREAS, RTA’s Disadvantage Business Compliance Manager determined that there was no DBE goal set for this project since there are no subcontracting opportunities; and

WHEREAS, staff evaluated all cost components submitted by vendor and determined the price to be fair and reasonable; and



RESOLUTION NO. _____

Page 2

WHEREAS, it is the opinion of the RTA Board of Commissioners that the purchase of the twenty-one vehicles is critical to maintaining the function, reliability, and support of the Paratransit service on behalf of the Regional Transit Authority; and

WHEREAS, funding for the above stated project is made available through Grant LA2021-014.1113.11125 in the amount of TWO MILLION TWO HUNDRED THIRTY-EIGHT THOUSAND FOUR HUNDRED FIFTY-THREE DOLLARS.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the RTA that the Chairman of the Board, or his designee, is authorized to execute a contract with Creative Bus Sales per Oklahoma State Contract SW0797C.

THE FOREGOING WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE ____ DAY OF _____.

**FLOZELL DANIELS
CHAIRMAN
BOARD OF COMMISSIONERS**



Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6301

504.827.8300

www.norta.com



Board Report and Staff Summary

File #: 21-074

Board of Commissioners

RTA Ridership Incentives

| | |
|---|---|
| DESCRIPTION: Implement Changes to the Fare Structure | AGENDA NO: Click or tap here to enter text. |
| ACTION REQUEST: <input type="checkbox"/> Approval <input checked="" type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other | |

RECOMMENDATION:

Authorize the Chief Executive Officer to implement adjustments to the RTA Fare Structure which will (1) offer discounts to youth and senior passengers, (2) simplify RTA’s existing fare structure, and (3) reduce the cost of monthly passes for all riders.

Staff recommends implementing the changes beginning on July 1, 2021 to correspond with RTA’s return to full service. Changes to the Fare Structure which are labeled as temporary measures will sunset on December 31, 2021. Changes to the Fare Structure which are not labeled as temporary will have no sunset date.

The recommended changes are based on comprehensive peer analysis, and an assessment of the ability of RTA’s existing products to meet the needs of its ridership. The adjustments can be implemented utilizing existing fare collection technology.

ISSUE/BACKGROUND:

RTA currently offers 21 unique fare products. Passenger revenue data suggests that RTA may have too many products within its fare structure, as one-third of RTA’s fare products account for less than 5% of RTA’s annual fare revenue. Despite the plethora of fare options, passenger revenue data also suggests that RTA is not offering pricing or pass options which incent the purchase of monthly passes, as single-ride tickets still account for over 70% of RTA’s passenger fare revenue.

RTA staff analyzed whether easily implementable changes to the fare structure would yield qualitative and quantitative benefits to RTA and its ridership as the New Orleans Region continues to emerge from the COVID-19 pandemic. These adjustments would ultimately be implemented as a compliment to this summer’s return to full service and implementation of certain New Links recommendations.

DISCUSSION:

Peer Analysis

In designing the changes to the fare structure, RTA staff first looked to its peers, conducting a thorough analysis of the fare structures of fifteen peer agencies. The following 15 peer public transit properties were chosen for the study:

1. Capital Metropolitan Transportation Authority (Austin, TX)

2. Charlotte Area Transit System (Charlotte, NC)
3. Chicago Transit Authority (Chicago, IL)
4. Sun Metro (El Paso, TX)
5. Jacksonville Transportation Authority (Jacksonville, FL)
6. Nassau Inter County Express (Nassau, NY)
7. Central Florida Regional Transportation Authority (Orlando, FL)
8. Escambia County Area Transit (Pensacola, FL)
9. Valley Metro (Phoenix, AZ)
10. Prince George's County Transit (Prince George, MD)
11. GoRaleigh! (Raleigh, NC)
12. Foothill Transit (West Covina, CA)
13. Memphis Area Transit Authority (Memphis, TN)
14. MAX Transit (Birmingham, AL)
15. Maryland Transportation Authority (Baltimore, MD)

RTA staff analyzed the products that these agencies offer to passengers, as well as the relative costs of the products they offered. RTA gave special attention to the discounts these agencies have offered to youth and senior riders, particularly during the COVID-19 pandemic.

The peer analysis revealed the following key findings:

- **Peer Agencies are moving towards simpler fare structures.** Simpler structures reduce barriers to ridership and offer ease of access for passengers.
- **Most Peer Agencies offer discounted youth and senior passes.** Particularly during the pandemic, peer agencies have focused on delivering reduced cost products to their passengers. Twelve of RTA's fifteen peer agencies offer a senior monthly pass. Ten of RTA's fifteen peer agencies offer a youth monthly pass.
- **Peer Agencies price their monthly passes at levels which incent pass purchase over single-ride purchase.** RTA's peer agencies have set their monthly pass costs at an average of 35x the cost of a single-ride fare. This cost profile incents regular passengers to purchase a monthly pass rather than single-ride fares.

Changes to RTA Fare Structure

After conducting this analysis, RTA staff is seeking to implement the following fare structure changes:

- **Elimination of Extra Costs for Transfers.** RTA currently charges a \$0.25 surcharge for all transfers. As a temporary measure, RTA staff is seeking to eliminate this extra charge to passengers for ease of system use.
- **Elimination of Extra Costs for Express Service.** RTA currently charges a \$0.25 surcharge for "Express Service." As a temporary measure, RTA staff is seeking to eliminate this extra charge to passengers.
- **Elimination of the 3- and 5-Day Jazzy Pass Options.** As a temporary measure, RTA Staff is seeking to suspend these products to simplify the fare structure and incent the purchase of

Monthly Passes.

- **Introduction of a Single-Ride Youth Fare:** RTA does not currently offer a discounted youth single-ride fare. RTA staff is proposing the development of this product, at a cost of \$0.50.
- **Introduction of Youth and Senior Daily and Monthly Passes:** RTA does not currently offer youth or senior daily or monthly passes. RTA staff is proposing the development of these products, with the Senior and Youth Day Passes priced at \$0.80 and \$1.00, respectively, and the Senior and Youth Monthly Passes priced at \$14.00 and \$18.00, respectively.
- **Reduce Monthly Pass Cost:** As a temporary measure, RTA staff is proposing to reduce the price of the 31-Day Jazzy Pass from \$55.00 to \$45.00 to incent pass purchases.
- **Convert Jazzy Pass to Multi-Modal:** RTA currently offers a Jazzy Pass for bus and streetcar, a Ferry Pass, and an Integrated Pass for bus, streetcar, and ferry. As a temporary measure, RTA staff is proposing to convert the Jazzy Pass into a single, multi-modal pass, for simplicity.

Qualitative Benefits

The implementation of these adjustments to the Fare Structure will offer the following benefits to RTA and its ridership:

- **Reduction of Fare Complexity:** Reducing the amount of fare products, and eliminating costs for transfers and express fares, will result in a simpler fare structure, easing access and burden on RTA's ridership.
- **Incent Youth and Senior Ridership:** RTA will join its peers in offering fare products which drive youth and senior ridership. Monthly passes for youth and seniors have been priced to incent monthly pass purchases.
- **Ease the COVID-19 Economic Burden:** By offering discounted fares and reducing single-ride costs through the elimination of transfer and express surcharges, RTA is providing economic relief to its ridership as it returns to full service.

Title VI Review

All changes to fares are governed by RTA's Title VI and Environmental Justice Policy and the Federal Transit Administration's FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients." These policy documents provide guidance for permanent fare changes and "promotional fare reductions." All temporary changes to the fare structure recommended by RTA are valid until December 31, 2021, and as such meet the requirement for "promotional fare reductions." To the extent RTA seeks to implement the temporary measures beyond December 31, 2021, such measures will require a Title VI review. All permanent adjustments to the

fare structure recommended by RTA staff are the creation of new products, rather than fare changes.

FINANCIAL IMPACT:

RTA staff have constructed a financial model to evaluate the impact of the changes to passenger fares. In the table below, RTA staff have provided a summary of annual passenger fare revenues across a number of scenarios.

| Scenario | Summary | Revenue |
|---------------------------|--|---------|
| Pre-COVID Fare Revenue | Annual fare revenue during 2019 (i.e., passenger fares prior to the COVID-19 Pandemic) | \$17.1M |
| COVID Fare Revenue | Annual fare revenue during 2020 (i.e., passenger fares impacted by the COVID-19 Pandemic). | \$6.9M |
| Base Case | Projected annual fare revenue during 2021, without a return to full service and without an introduction of the adjustments to the fare structure. | \$8.0M |
| Fare Structure Adjustment | Projected annual fare revenue after return to service and implementation of adjustments to the fare structure. | \$8.7M |

Based on this financial model, RTA staff anticipate an increase in passenger fare revenues of approximately \$670k during 2021 through return to full service and adjustments to the fare structure.

NEXT STEPS:

Upon Board approval, staff will begin the process of implementing operational changes associated with the changes to the fare structure.

ATTACHMENTS:

Click or tap here to enter text.

Prepared By: Chase Haislip
Title: Director of Internal Audit and Compliance

Reviewed By: Gizelle Banks
Title: Chief Financial Officer

Reviewed By: Mark Major
Title: Deputy Chief Financial Officer



5/20/2021

Alex Wiggins
Chief Executive Officer

Date



RESOLUTION NO. _____

**STATE OF LOUISIANA
PARISH OF ORLEANS**

Authorization to simplify RTA's current fare structure which incorporates the reduction of cost for monthly passes for patrons, eliminates additional costs for transfer and express service and offers discounts to youth and senior passengers.

Introduced by Commissioner _____, seconded by Commissioner _____.

WHEREAS, RTA currently offers 21 unique fare products. Passenger revenue data suggests that RTA may have too many products within its fare structure, as one-third of RTA's fare products account for less than 5% of RTA's annual fare revenue. Despite the plethora of fare options, passenger revenue data also suggests that RTA is not offering pricing or pass options that incentivize the purchase of monthly passes, as single-ride tickets still account for over 70% of RTA's passenger fare revenue.

WHEREAS, RTA staff analyzed whether easily implementable changes to the fare structure would yield qualitative and quantitative benefits to RTA and its ridership as the New Orleans Region continues to emerge from the COVID-19 pandemic. Staff is recommending adjustments to the RTA Fare Structure which will offer discounts to youth and senior passengers, simplify RTA's existing fare structure, and reduce the cost of monthly passes for all riders.

WHEREAS, Staff recommends the changes be effective July 1, 2021, in conjunction with the restoral of full revenue service. All changes will be permanent; with an exception of the reduction in the monthly pass cost which elapses July 1, 2021.

WHEREAS, The recommended changes are based on comprehensive peer analysis, and an assessment of the ability of RTA's existing products to meet the needs of its ridership. The adjustments shall be implemented utilizing existing fare collection technology.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Regional Transit Authority hereby approves the attached _____.

THE FOREGOING WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS: _____

ABSTAIN: _____

ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE ___th DAY OF MONTH, 2021.

**FLOZELL DANIELS, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS**



Board Report and Staff Summary

File #: 21-075

Board of Commissioners

Service Restoration/Phased New Links Implementation

| | |
|--|-------------------|
| DESCRIPTION: Return to Service Plan for the restoration of pre-COVID service levels, to include implementation of initial group of New Links recommendations, and associated amendment of CY2021 budget. | AGENDA NO: 21-075 |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other | |

RECOMMENDATION:

Approve the Return to Service plan, to be implemented for the June 20, 2021, service pick and amend the CY2021 budget

ISSUE/BACKGROUND:

Following the unprecedented global COVID-19 pandemic, the RTA Board of Commissioners adopted the Internal State of Emergency Policy on March 24, 2020 authorizing the CEO to adjust service levels for the safety and wellbeing of staff and passengers. Since May 17, 2020 RTA has been running Saturday schedule six (6) days a week - Monday through Saturday - amounting to an 80% service level on all fixed-route service.

With the rollout of vaccines and significant reduction of virus’s spread, the nation, state and region are steadily ramping up re-opening and expanded capacity of businesses and schools. As a result, ridership has steadily been increasing during the last several months of 2021 and is expected to grow even more rapidly as employment opportunities return, particularly in the downtown area hospitality sector. Concurrently, the RTA Board of Commissioners adopted the New Links plan and Final recommendations on March 23, 2021 with the goal for staff to implement to the greatest extent possible.

DISCUSSION:

The proposed Return to Service Plan includes:

- a restoration of pre-COVID-19 service levels
- improvements to on-time performance
- adjustments for streetcar rail construction projects
- implementation of an initial group of New Links recommendations

Restoration of Pre-COVID-19 Service Levels

Except as otherwise noted below, most fixed-route service will return to 100% of pre-pandemic levels,

essentially restoring weekday (M-F) schedules.

Improvements to On-time Performance

The June 20 service pick will also include minor adjustments to improve on-time performance (OTP). These include the improvement of running times to more accurately reflect typical road conditions. Also included is the adjustment of timepoints. Timepoints have historically been used for both external operations, such as major boarding and transfer locations, and internal operations, such as locations for shift changes. By measuring OTP to all timepoints, operators have many unrealistic conditions where timepoints are too closely spaced to allow for normal variations in the field. The June 20 pick will remove all internal timepoints and others spaced too closely allowing operators the flexibility to better adjust run times to meet timepoints for more accurate and realistic measurement of OTP.

Adjustments for Streetcar Rail Construction Projects

The following table of streetcar rail projects shows the service impacts and adjustments to provide coverage during service interruptions. A map of the construction area and route changes is attached to this report.

| Project | Revenue Service end | Revenue Service resumption | June 20 service plan impact |
|---|---------------------|----------------------------------|---|
| Canal Street restoration (River to LaSalle) | underway | July 1 | #47 - continues to UPT #48 - extended to Harrah's (retore 16m headways on each) Restore Canal St stop on Loyola/Basin for all crossing routes (32, 51, 52, 57, 62, 64, 65, 80, 88, 91) |
| Riverfront | Estimated mid-July | Mid-September (2 month duration) | Use pre-pandemic headways on 55 and 5 to service corridor |
| St Charles (Howard Av to Canal St) | Estimated mid-July | January 2022 (5 month duration) | #46 Bus bridge adjusted to service St Charles connections via Howard Av/Loyola Av/Canal St to Harrah's |

Implementation of Initial Group of New Links Recommendations

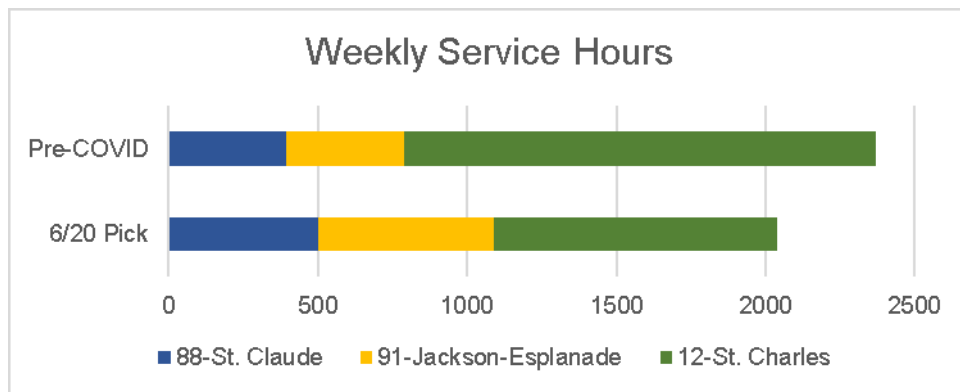
While the full New Links implementation plan is still under development, the staff have identified several recommendations that can implemented in the June 20 pick as they only adjust service levels. Most of the recommendations require a Title VI analysis by the FTA to ensure no disparate impact to vulnerable populations in large part because of the changes to many routes. In addition, many of the changes must be implemented together in order offset impact and maximize benefits. The following recommendations will be included in the June 20 pick:

- 12-St. Charles
 - o Right-sizing service during off-peak times based on ridership
 - o Peak service reduces slightly from 9 minutes to 12 minutes

- 88-St. Claude
 - o Peak service increases from 20 minutes to 15 minutes
 - o Overnight service increases from 60 minutes to 30 minutes

- 7-day schedule
- 91-Jackson-Esplanade
 - Weekday peak service increases from 30 minutes to 20 minutes
 - Weekend peak services increases from 60 minutes to 30 minutes

As indicated in the following chart, the rightsizing of St Charles streetcar service will reduce the total revenue hours without reducing the level of service needed to meet demand. This reduction will more than offset the increase in revenue hours on the #88 and #91 bus lines.



Service Impact Summary

The table below summarizes the total service impact as calculated in platform hours. The first column shows the CY2021 budgeted platform hours adopted in December 2020. The second column shows the adjusted CY2021 platform hours with the proposed new service plan implemented in June 20 - an increase of 67,541.75 hours over original budget. The last column shows the annualized impact, as if the proposed June 20 service plan had been in place for the entire CY2021.

| Return to Service CY2021 Service Impact | | | | | |
|---|-------------------------------------|---|------------------|---|---------------------|
| MODE | BUDGETED ANNUAL PLATFORM HOURS @80% | CURRENT YEAR IMPACT | | ANNUALIZED IMPACT | |
| | | PROJ. PLATFORM HOURS WITH RETURN TO SERVICE @100% | VARIANCE | ANNUALIZED PLATFORM HOURS WITH RETURN TO SERVICE @ 100% | ANNUALIZED VARIANCE |
| BUS | 439,669.25 | 493,944.50 | 54,275.25 | 541,003.85 | 101,334.60 |
| STREETCAR | 148,227.58 | 161,494.08 | 13,266.50 | 173,059.75 | 24,832.17 |
| PARATRANSIT | 131,127.00 | 131,127.00 | - | 131,127.00 | - |
| TOTAL | 719,023.83 | 786,565.58 | 67,541.75 | 845,190.60 | 126,166.77 |

FINANCIAL IMPACT:

The total estimated financial impact of the Return to Service Plan is a budget increase of \$5.34 million to \$106.9 million for operating expenses for the current year. Had this pick been running for

the full year the estimated budget, or annualized impact would have been \$111.5 million. It is noteworthy that this is slightly slower than the initial 2020 budget pre-pandemic budget. The following table summarizes the changes by mode, similar to the service impact.

| Return to Service CY2021 Budget Impact | | | | | |
|--|--|---|-----------------------|---|------------------------|
| MODE | BUDGETED COST @80% SERVICE LEVEL | CURRENT YEAR IMPACT | | ANNUALIZED IMPACT | |
| | | PROJ. COST WITH RETURN TO SERVICE @100% | VARIANCE | ANNUALIZED COST WITH RETURN TO SERVICE @ 100% | ANNUALIZED VARIANCE |
| BUS | \$59,450,955.67 | \$63,632,820.16 | \$4,181,864.48 | \$67,258,705.33 | \$7,807,749.66 |
| STREETCAR | \$26,756,183.37 | \$27,813,306.37 | \$1,057,123.00 | \$28,734,900.78 | \$1,978,717.41 |
| PARATRANSIT | \$15,477,896.96 | \$15,477,896.96 | \$0.00 | \$15,477,896.96 | \$0.00 |
| TOTAL | \$101,685,036.00 | \$106,924,023.48 | \$5,238,987.48 | \$111,471,503.07 | \$9,786,467.06 |

NEXT STEPS:

Following approval of the Return to Service Plan, the staff will finalize the service pick schedule and begin development of all print and electronic communication materials. Concurrently, Operations will hire and train the additional staff needed to deliver increased service.

Staff will continue to develop a full implementation plan for New Links to be presented to the Board in June for review.

ATTACHMENTS:

Map of downtown streetcar construction and service adjustments

Prepared By: Dwight Norton
 Title: Sr. Director of Strategic & Long-Range Planning

Reviewed By: Vivek Shaw
 Title: Director of Service Planning & Scheduling

Reviewed By: Thomas Stringer
 Title: Chief Operating Officer

Reviewed By: Gizelle Johnson-Banks
 Title: Chief Financial Officer

Click or tap to enter a date.

Alex Wiggins
Chief Executive Officer

Date



Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6301

504.827.8300

www.norta.com

RESOLUTION NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

APPROVAL OF RETURN TO SERVICE PLAN

Introduced by Commissioner _____, seconded by Commissioner _____.

WHEREAS, the RTA Board of Commissioners adopted the Internal State of Emergency Policy on March 24, 2020 authorizing the CEO to adjust service levels for the safety and wellbeing of staff and passengers in response to the global COVID-19 pandemic; and

WHEREAS, since May 17, 2020 RTA has been running the Saturday schedule six (6) days a week – Monday through Saturday – amounting to an 80% service level on all fixed-route service; and

WHEREAS, with the rollout of COVID-19 vaccines and significant reduction of the virus’s spread, the New Orleans region continues ramping up re-opening and expanded capacity of businesses and schools; and

WHEREAS, RTA ridership has steadily been increasing during the last several months of 2021 and is expected to grow even more rapidly as employment opportunities return, particularly in the downtown area hospitality sector; and

WHEREAS, the RTA Board of Commissioners adopted the New Links Redesign Plan and Final Recommendations on March 23, 2021 with the goal for staff to implement to the greatest extent possible; and



RESOLUTION NO. _____

Page 2

WHEREAS, the staff has developed a Return to Service Plan with a new service pick to start on June 20, 2021 that will 1) restore service to most routes to pre-pandemic levels, 2) improve on-time performance, 3) adjust for known streetcar construction projects, 4) implement several New Links recommendations; and

WHEREAS, the cost of implementing the Return to Service Plan will increase the total operating expenses of the CY2021 budget from \$101,685,036.00 to \$106,924,023.48; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority (RTA) hereby approves the attached Return to Service Plan and authorizes agency staff to implement.

THE FOREGOING WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS: _____

NAYS: _____

ABSTAIN: _____

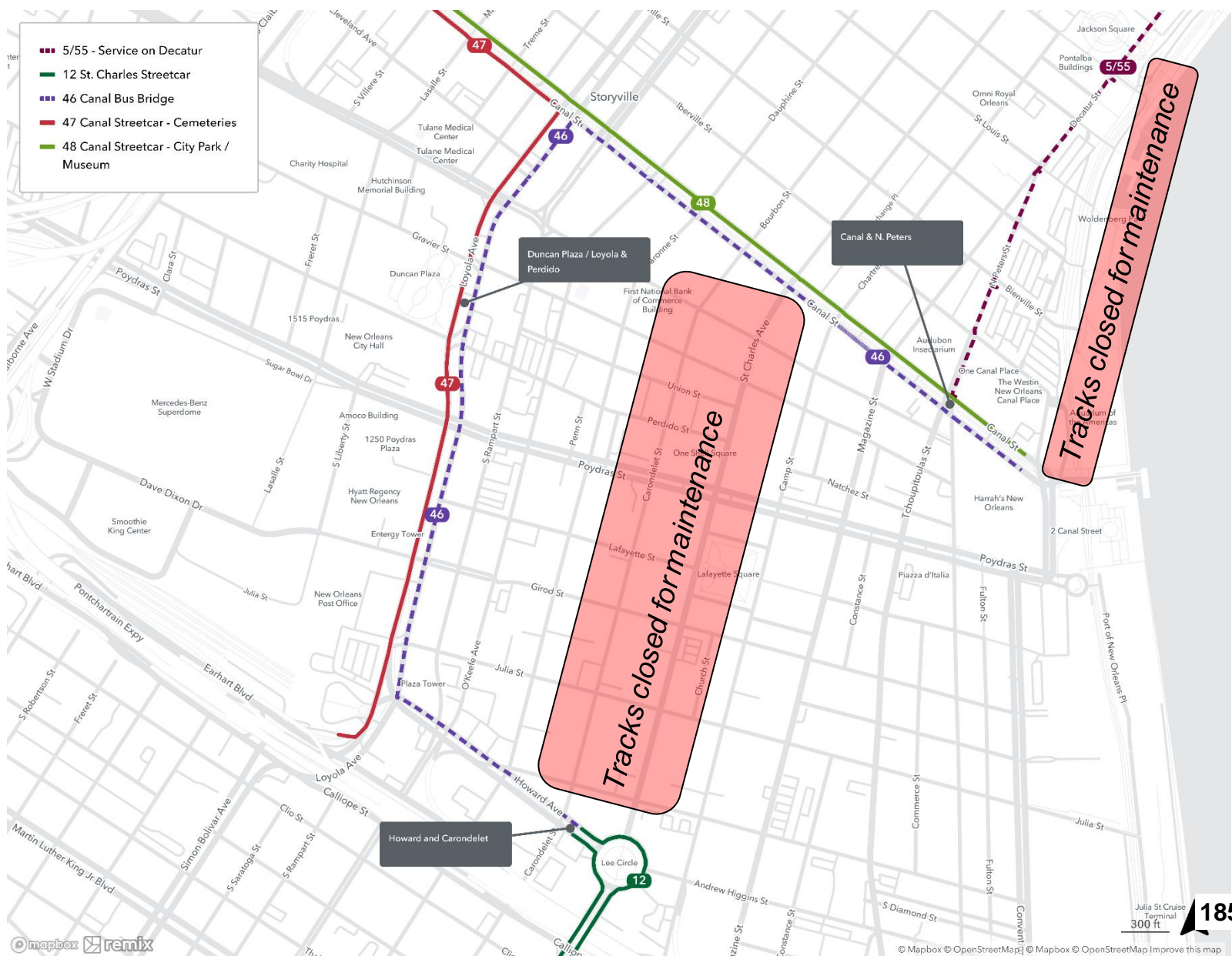
ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE ___th DAY OF _____, 2021.

FLOZELL DANIELS, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS

Downtown Rail Adjustments

- Canal Street will open by July 1
- Construction will be closing:
 - St. Charles & Carondelet from Tivoli Circle to Canal Street
 - Riverfront Streetcar
- Adjustments:
 - 12-St. Charles stops at Howard Ave
 - 47-Cemeteries – will continue to UPT, restore pre-Covid service levels
 - 48-City Park – will extend to ferry terminal, Harrah's; restore pre-Covid service levels
 - 46-Canal Bus Bridge – adjusted to bridge 12-St. Charles line





Board Report and Staff Summary

File #: 21-061

Board of Commissioners

Renewal of Various RTA Insurance Coverages 2021-2022

| | |
|---|---|
| DESCRIPTION: Renewal of various insurance coverages for policy period 2021-2022. | AGENDA NO: Click or tap here to enter text. |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other Authorization | |

RECOMMENDATION:

Authorize the Chief Executive Officer to proceed with renewal of specified insurance coverages for the policy period 6/1/21-6/1/22.

ISSUE/BACKGROUND:

RTA annually renews a group of various insurance coverages on June 1st. These include Overhead Catenary Systems ["OCS"], Property/Excess Property, Public Officials/Employee Liability, Crime, and Flood. The policies are marketed and placed by the RTA insurance broker of record, The Kennedy Financial Group of Louisiana, Inc., and provide optimal coverage at the most competitive cost.

DISCUSSION:

It is necessary that RTA proceed with renewal of these insurance coverages through the RTA broker of record, The Kennedy Financial Group of Louisiana, Inc., on a timely basis:

Overhead Catenary Coverage ["OCS"]: Total Insured Value of \$29,060,797, covering all catenary lines in RTA streetcar system, including wires and poles. Total limits: \$5M.

Property/Excess Property: Total Insured Value of \$111,146,093, extending to thirteen (13) locations, inclusive of buildings and contents. Total limits: \$25M.

Public Entity - Errors and Omissions: \$5M per wrongful act, covering public officials/employees for errors or omissions in duty.

Crime: \$1M/\$500,000 limits, covering forgery and alteration, on-premises/off-premises theft and burglary, computer fraud, funds transfer fraud, and related financial crime.

Flood: Thirteen (13) locations. Limits of \$500,000 per building, with exception of chassis wash and guard shack at ENO.

Details of the respective coverages can be found in the Resolution and associated attachments.

For comparative purposes, the total cost for these respective coverages for policy period 2020-2021 was \$1,202,450.32. With changes in market conditions, the total cost for the same coverages for policy period 2021-2022 is \$1,290,548.05, yielding an increase of \$88,097.73 from last year

(approximately 7.5%).

FINANCIAL IMPACT:

\$1,290,548.05

Funds for these contracts are available from the RTA Operational budget. (See attachments for details.)

NEXT STEPS:

Proceed with renewal of insurance coverages as indicated above.

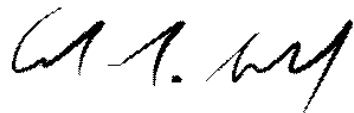
ATTACHMENTS:

- Resolution for Contract Award of Various Insurance Coverages
- Award Routing Sheet
- RTA Comparison Spreadsheet: 6/1/21-2022 Insurance: Expiring versus Renewal
- Marketing Summary Report (property)
- RTA Wright National Flood Renewal 2021-2022

Prepared By: Marc Popkin, Risk Analyst
Title: Administration and Finance

Reviewed By: Gizelle Banks
Title: Chief Financial Officer

Reviewed By: Mark Major, Deputy CEO
Title: Administration and Finance



5/20/2021

Alex Wiggins
Chief Executive Officer

Date



RESOLUTION NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

RESOLUTION FOR RENEWAL OF VARIOUS INSURANCE COVERAGES

Introduced by Commissioner _____,
seconded by Commissioner _____.

WHEREAS, the Board of Commissioners of the Regional Transit Authority (RTA) has considered the matter of contract award for renewal of various insurance coverages to several different firms; and

WHEREAS, the RTA insurance broker, The Kennedy Financial Group of Louisiana, Inc., and staff received and reviewed offers to provide the specific insurance coverage (s) required and based upon that review determined that the selected insurer(s) would provide the coverage at a fair and reasonable price; and

WHEREAS, based upon broker and staff recommendations, the Board of Commissioners has selected Axis Surplus, Hiscox (Lloyds), Beazley, Canopus, Westchester, Core, Aspen, Endurance (Sompo), Evanston (Markel), Hallmark Specialty, Great Lakes (Riverton), Arch Specialty, James River, Arrowhead, AXA (XL), Wright National, AIG Specialty, National Union Fire Insurance, Starr, and RSUI; and

WHEREAS, funds for these contract(s) are available from the operational budget.

RESOLUTION NO. _____
PAGE TWO

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority that the Chief Executive Officer, is authorized to execute contract(s) with the below companies for the type and coverage noted at the listed price:

| Type and Coverage | Company | 2021-2022 Premium |
|--|--|-----------------------|
| Overhead Catenary Coverage [OCS] \$29,060,797 TIV | Markel, Starr, RSUI | \$290,552.48 |
| Property/Excess Property \$111,146,093 TIV | Axis Surplus, Hiscox (Lloyds), Beazley, Canopus - first layer; Westchester, Core, Aspen, Endurance (Sompo), Evanston (Markel), Hallmark Specialty, Great Lakes (Rivington), Arch Specialty, James River, Arrowhead, AXA (XL) - additional layers | \$845,627.66 |
| Public Officials/Employees Liability \$5,000,000 per wrongful act | AIG Specialty | \$105,405.71 |
| Crime Employee Theft \$1M Forgery/Alteration \$1M On Premises Theft \$500K On Premises Burglary \$500K Outside Premises \$500K Computer Fraud \$1M Funds Transfer Fraud \$1M Money Orders & Counterfeit Paper Currency \$1M Impersonation Fraud \$100K | National Union Fire Insurance Company | \$7009.20 |
| Flood \$500,000 per building (except for Chassis Wash and Guard Shack); Various coverage on contents | Wright National | \$41,953.00 |
| TOTAL | | \$1,290,548.05 |

RESOLUTION NO. _____
PAGE THREE

**THE FOREGOING WAS READ IN FULL, THE ROLL WAS CALLED ON THE
ADOPTION THEREOF AND RESULTED AS FOLLOWS:**

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE 25rd DAY OF MAY, 2021.

FLOZELL DANIELS, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS



Regional Transit Authority Award Routing Sheet

INSTRUCTION: The user department is responsible for providing all information requested below and securing the requisite signatures. Attachments should be prepared in accordance with the RTA Procurement Policy and Procedure Manual.

| Attachments | |
|---|-----------------------------|
| (*Indicates required items) | |
| Solicitation Request Routing Sheet* | Cost or Price Analysis |
| Administrative Review Form* | Single Bidder Justification |
| List of Responding Teams w/ subs (DBE)* | Other: _____ |

A. I have reviewed this form and the attachments provided and by signing below I give authority to the below stated Department Representative to proceed as lead in the procurement process.

| | | |
|-------------|-------------------------|------|
| Marc Popkin | Risk Management Counsel | 8395 |
| Name | Title | Ext. |

| | |
|----------------------------------|-------------|
| Department Head Signature | Date |
|----------------------------------|-------------|

B. Name of Project, Service or Product: VARIOUS INSURANCE COVERAGES

C. Solicitation Method: IFB RFQ RFP SS TWO-STEP

D. Date of Solicitation Advertisements: FROM _____ TO _____

E. Collection Deadline: _____

F. Number of Responding Firms: 48

G. List of Teams Deemed Non-Responsive (Please provide reason in parenthesis):

| | |
|----------------------------|-------------|
| RTA General Counsel | Date |
|----------------------------|-------------|

H. List of Responding Teams by Technical Evaluation Committee Ranking (Please provide Price/Bid amount in parenthesis if applicable):

REGIONAL TRANSIT AUTHORITY
6/1/2021-2022 INSURANCE
EXPIRING VERSUS RENEWAL

| | 6.1.2020-2021 Expiring Program | | | | 6.1.2021-2022 Renewal Program | | | |
|-----------------|---|---|--|--|---|---|--|--|
| Coverage | Company | Limits/Exposure | Premium | Deductible | Company | Limits/Exposure | Premium | Deductible |
| Property * | Primary \$10m Axis Surplus, Beazley, Hiscox (Lloyds), Aspen | Total Insured Value: \$111,146,093 Flood/Earth Movement \$30,000,000 Sublimit Extra Expense - \$1M | \$399,216.38 | \$25,000 ea. Occ. Except: Flood in Special Flood Hazard Areas above NFIP maximum, whether purchased or not, subject to \$100,000 as respects Time Element. Flood In All Other Locations \$50,000 per occurrence. Named Storm 2% of 100% value per unit of insurance, subject to a combined minimum of \$100,000 | Primary \$10m Axis, Hiscox (Lloyds), Beazley, Canopus | Total Insured Value: \$111,146,093 Flood/Earth Movement \$30,000,000 Sublimit Extra Expense - \$1M | \$402,047.33 | \$25,000 ea. Occ. Except: Flood in Special Flood Hazard Areas above NFIP maximum, whether purchased or not, subject to \$100,000 as respects Time Element. Flood In All Other Locations \$50,000 per occurrence. Named Storm 2% of 100% value per unit of insurance, subject to a combined minimum of \$100,000 |
| Excess Property | Westchester Surplus, Lexington, Endurance (Sompo), Evanston (Markel), Hallmark Specialty, Great Lakes (Rivington), Arch, James River, Arrowhead, CNA, Indian Harbor (XL) | Flood \$15,000,000 Sublimit | \$371,170.24 + \$7,944.00 B&M + \$12,125.90 terrorism = \$391,240.14 | Following primary | Westchester, Core, Aspen, Evanston (Markel), Great Lakes (Rivington), Endurance (Sompo), Hallmark Specialty, Arch, James River, Arrowhead, AXA (XL) | Flood \$15,000,000 Sublimit | \$422,954.43 + 8,500.00 B&M + \$12,125.90 terrorism = \$443,580.33 | Following primary |
| Flood ** | Wright Flood | Please refer to Flood Schedule – 13 policies | \$37,854.00 | | Wright Flood | Please refer to Flood Schedule – 13 policies | \$41,953.00 | |

* See PROPERTY SCHEDULE OF VALUES

** See FLOOD SCHEDULE

REGIONAL TRANSIT AUTHORITY
6/1/2021-2022 INSURANCE
EXPIRING VERSUS RENEWAL

| | 6.1.2020-2021 Expiring Program | | | | | 6.1.2021-2022 Renewal Program | | | |
|------------------------------------|--|--|---|---|--|--|--|--|---|
| Coverage | Company | Limits/Exposure | Premium | Deductible | | Company | Limits/Exposure | Premium | Deductible |
| Public Entity Errors and Omissions | National Union Fire Insurance | \$5,000,000 Per Wrongful Act subject to \$5M Aggregate | \$109,000.00 | \$100,000 Each Loss | | AIG Specialty | \$5,000,000 Per Wrongful Act subject to \$5,000,000 Aggregate | \$105,405.71 | \$100,000 Each Loss |
| Crime | National Union | Employee Theft \$1M Forgery/Alteration \$1M On Premises Theft \$500K On Prem Burglary \$500K Outside Premises \$500K Computer Fraud \$1M Funds Transfer Fraud \$1M Money Ords & Counterfeit Paper Currency \$1M | \$6,607.80 | \$25,000 \$25,000 \$7,500 \$7,500 \$7,500 \$25,000 \$25,000 \$25,000 | | National Union | Employee Theft \$1M Forgery/Alteration \$1M On Premises Theft \$500K On Prem Burglary \$500K Outside Premises \$500K Computer Fraud \$1M Funds Transfer Fraud \$1M Money Ords & Counterfeit Paper Currency \$1M | \$7,009.20 | \$25,000 \$25,000 \$7,500 \$7,500 \$7,500 \$25,000 \$25,000 \$25,000 |
| OCS | Markel Starr Landmark (RSUI) Admitted companies | \$29,060,797 TIV \$5,000,000 \$3.5m p/o \$7m xs \$5m \$3.5m p/o \$7m xs \$5m Excludes flood | \$184,744.00 \$ 29,725.00 <u>\$ 44,063.00</u> \$258,532.00 | \$10,000 per occ \$50,000 earthquake NWS: 2% of the total values involved in the loss with a \$100k minimum | | Markel-admitted Starr-admitted RSUI-non admitted | \$29,060,797 TIV \$5,000,000 \$3.5m p/o \$7m xs \$5m \$3.5m p/o \$7m xs \$5m Excludes flood | \$290,552.48 | \$10,000 per occ \$50,000 earthquake NWS: 2% of the total values involved in the loss with a \$100k minimum |
| | | Premium excluding Flood Flood Premium Total Renewal Premium | \$1,164,596.32 \$ 37,854.00 \$1,202,450.32 | | | | Premium excluding Flood Flood Premium Total Renewal Premium | \$1,248,595.05 \$ 41,953.00 \$1,290,548.05 | |

MARKETING SUMMARY REPORT

Account Name: Regional Transit Authority
Line of Business: Property
Effective Date: 6/1/2021

| Market | Status | Comments |
|---|----------|---|
| Allied World Assurance Company | Declined | AWAC cannot support the deductible structure. Would need at least \$100,000 all other perils deductible and a 5% named storm deductible |
| Amwins Global Risks | Declined | Lloyd's is not competitive on pricing in any of the layers. Would be north of \$500,000 for the primary \$10,000,000 on this one. Given the other capacity that we have, they will not improve the program |
| ARCH Insurance Group | Quoted | Arch quoted their expiring capacity of 39.5% of the \$20,000,000 excess \$30,000,000 at a 2.5% rate increase |
| Arrowhead Insurance Risk Managers, LLC | Quoted | Arrowhead quoted their expiring capacity of 100% TIV excess of \$50,000,000 at a 10% rate increase. |
| Aspen Insurance | Quoted | Aspen quoted their expiring capacity of 15% of the \$20,000,000 x \$10,000,000 at a 7.5% rate increase |
| AXA XL, a division of AXA | Declined | AXA XL cannot support the pricing on the current property program. They are also not willing to support the deductibles. Would need at least \$100,000 all other perils deductible and 5% named storm deductible |
| AXA XL, a division of AXA – Terrorism | Quoted | AXA XL maintained their capacity on the account at a 1.6% rate increase |
| AXIS Insurance | Quoted | AXIS quoted their expiring capacity of 25% of the primary \$10,000,000 at 15% rate increase |
| Beazley USA | Quoted | Beazley quoted their expiring capacity of 25% of the primary \$10,000,000 at 4.71% rate increase |
| Berkshire Hathaway Specialty Insurance Company | Declined | Berkshire would be three times the current pricing on the program in the primary. They have no interest in the excess given the amount of money involved. |
| Canopus Underwriting Agency, Inc | Quoted | Canopus quoted increased capacity of the 20% (up from 15% from expiring) of primary \$10,000,000 at 4.65% rate increase |
| Catalytic Risk Managers & Insurance Agency, LLC | Declined | Catalytic is not competitive in regarding to pricing on the current program and cannot support the manuscript form |
| CNA | Declined | CNA would have to attach excess of \$30,000,000 given the New Orleans flood exposure. They would only be able to do 50% of the \$20,000,000 excess of \$30,000,000 and would need a minimum of \$200,000 for the layer. Given the current pricing in that property layer this would not improve the program. CNA pending quote on the Boiler & Machinery. |
| Colony Specialty | Declined | Colony cannot improve upon the pricing on the current program would be multiples of the pricing in any layer. |

| | | |
|------------------------------------|----------|--|
| Continental Underwriters, Ltd. | Declined | Continental declined to the soft occupancy nature of the program |
| Core Specialty | Quoted | Core (StarStone) is a new market this year and has quoted 20% of the \$20,000,000 excess of \$10,000,000 at layer price of \$200,000. This is effectively a rate decrease of 20% against the highest price in the layer from expiring. Lexington had the highest price in the layer last year at \$250,000. Core's quote will replace Lexington. |
| Crum & Forster | Declined | Crum & Forster is not a competitive market in Louisiana. They cannot support the pricing or deductibles of the current program |
| CuroTech Specialty Inc. | Declined | CuroTech, cannot support the pricing, deductibles or manuscript form of the current program |
| Everest National Insurance Company | Declined | Everest cannot support the pricing of the current program. Would be multiples of current pricing for any layer based on their model impact to their portfolio |
| General Star | Declined | Genstar declined to offer terms based on the current pricing levels. |
| Global Excess Partners | Declined | Global Excess Partners is not looking to add any New Orleans exposure to their books right now |
| Hallmark E&S | Quoted | Hallmark quoted their expiring capacity of 12.5% of the \$40,000,000 excess of \$10,000,000 at 10% rate increase |
| Hiscox USA | Quoted | Hiscox had to reduce their capacity this year to 15% of the primary \$10,000,000. This is down from 20% from the previous year. This account is on their Metrix hit list for the amount of New Orleans aggregate deployed versus the pricing for the risk. Their pricing is a rate increase of 12%. |
| Hudson Insurance Group | Declined | Hudson declined due to the named wind exposure. |
| Intact Insurance | Declined | Intact (One Beacon) cannot participate on the program including named storm given age and construction on the buildings |
| Ironshore | Declined | Ironshore cannot support the pricing on any of the layers on the program. It does not model well for them internally. |
| James River Insurance Company | Quoted | James River quoted their expiring capacity of 23% of the \$20,000,000 excess of \$30,000,000 at 5% rate increase. |
| Kemah Capital LLC | Declined | Kemah would need \$1,000,000 for the primary \$5,000,000. This is not competitive at the current pricing on the program |
| Markel | Quoted | Markel quoted their expiring capacity of 12.5% of the \$20,000,000 excess of \$10,000,000 at flat rate renewal |
| Mitsui Sumitomo Insurance | Declined | Mitsui, is not competitive in the excess due to the pricing. Would need more than two times the pricing that Arrowhead in the TIV excess of \$50,000,000 layer |
| Munich Re America | Declined | Munich Re is not competitive at pricing levels of the current program |

| | | |
|---|----------|--|
| Nationwide E&S/Specialty | Declined | Nationwide cannot support the pricing levels of the current placement due to their modeling |
| Navigators Insurance Company | Declined | Navigators is not competitive on the pricing of the current program and is unwilling to support a blanket coverage program. |
| Risk Specialists Companies Insurance Agency, Inc. | Quoted | Lexington quoted their expiring capacity of 20% of the \$20,000,000 excess of the \$10,000,000 at 10% rate increase. This puts their layer pricing at \$275,000 this year, which is very expensive given the other pricing received for the layer. We have replaced them with Core in the program chart |
| Risksmith Insurance Services | Declined | Risksmith has declined due to modeling and pricing of the current program |
| Rivington Partners | Quoted | Rivington quoted their expiring capacity of 12.5% of the \$40,000,000 excess of \$10,000,000 at 6.38% rate increase |
| RSUI | Declined | RSUI has taken a lot losses in Louisiana over past couple of years. They are not competitive at RTA's current pricing levels |
| Sompo International | Quoted | Sompo quoted their expiring capacity of 12.5% of the \$40,000,000 excess of \$10,000,000 at 10% rate increase |
| SRU | Declined | SRU is not competitive regarding any layer on this one. Would be nearly three times the pricing on any layer. |
| Starr Technical Risks Agency, Inc. | Declined | Like RSUI, Starr has taken a lot of losses in Louisiana over the past couple of years. They are not looking to put more Louisiana on the books right now unless the pricing metrics are really good. They don't view this year as a good write given the current pricing levels on the program and their internal pricing tools. |
| Swiss Re | Declined | Swiss Re is not competitive in regarding the pricing on the current program. Would be multiples of the current layer prices for any layer |
| Velocity Risk Underwriters, LLC | Declined | This account doesn't model well for Velocity. They would be north of \$900,000 for the primary \$10,000,000. |
| Ventus Risk Management, Inc. | Declined | This account is not a good fit for Ventus, due to current pricing levels, deductibles and manuscript form |
| Waypoint (AmRisc) | Declined | AMRISC declined due to pricing mostly. They also are not comfortable with a lot of the smaller outdoor structures like the bus and trolley stops. They deem these structures as outdoor property and would need a sub-limit for these structures along with 10% deductible. |
| Westchester, A Chubb Company | Quoted | Westchester quoted their expiring capacity of 15% of the Primary \$30,000,000 at 12.5% rate increase |
| Zurich North America | Declined | Declined due to the pricing and deductibles. Would require a minimum deductible of \$100,000 for all other perils and a 5% deductible for Named Storm |

Regional Transit Authority

Wright National Flood Renewal 2021-2022

| Location | Property Description | Flood Zone & Program | Term | Policy Number | Insured Building Limit | Insured Contents Limit | Deductible | Renewal Premium |
|---------------------------------|------------------------|----------------------|------------|----------------|------------------------|------------------------|------------|-----------------|
| 3901 Desire Pkwy NOLA 70126 | Office Building | X Preferred | 6/01/21-22 | 17115041833711 | \$500,000 | \$50,000 | \$1,250 | \$2,615 |
| 3900C Desire Pkwy NOLA 70126 | Chassis Wash | X Preferred | 6/11/21-22 | 17115043563511 | \$250,000 | \$50,000 | \$1,250 | \$2,036 |
| 3900A Desire Pkwy NOLA 70126 | Maintenance Building | X Preferred | 6/01/21-22 | 17115041833811 | \$500,000 | \$500,000 | \$1,250 | \$4,228 |
| 3900 Desire Pkwy NOLA 70126 | Guard Shack | X Preferred | 6/01/21-22 | 17115041833911 | \$100,000 | \$50,000 | \$1,000 | \$1,431 |
| 3900D Desire Pkwy NOLA 70126 | Bus Wash | X Preferred | 6/01/21-22 | 17115041834011 | \$500,000 | \$50,000 | \$1,250 | \$2,615 |
| 3900B Desire Pkwy NOLA 70126 | Fueling Bldg | X Preferred | 6/01/21-22 | 17115041834111 | \$500,000 | \$100,000 | \$1,250 | \$2,833 |
| 419 Napoleon Ave NOLA 70115 | Barn Rear | X Preferred | 6/01/21-22 | 17115041833511 | \$500,000 | \$200,000 | \$1,250 | \$3,240 |
| 419 Napoleon Ave NOLA 70115 | Training School | X Preferred | 6/01/21-22 | 17115041833611 | \$500,000 | \$50,000 | \$1,250 | \$2,615 |
| 8201 Willow St NOLA 70118 | Streetcar Facility | X Preferred | 6/01/21-22 | 17115041834211 | \$500,000 | \$500,000 | \$1,250 | \$4,228 |
| 2817 Canal St NOLA 70119 | Office Building | X Preferred | 6/01/21-22 | 17115140107805 | \$500,000 | \$500,000 | \$1,250 | \$4,228 |
| 2817A Canal St NOLA 70119 | SIS Facility | X Preferred | 6/01/21-22 | 17115140108105 | \$500,000 | \$500,000 | \$1,250 | \$4,228 |
| 2817B Canal St NOLA 70119 | Tire Shop/ Bus Wash | X Preferred | 6/01/21-22 | 17115140107905 | \$500,000 | \$250,000 | \$1,250 | \$3,428 |
| 2817C Canal St NOLA 70119 | Vault/Fuel Bldg | X Preferred | 6/01/21-22 | 17115140108005 | \$500,000 | \$500,000 | \$1,250 | \$4,228 |
| Total Premium | | | | | | | | \$41,953 |

Prepared by BRK Insurance Group, LLC



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 21-077

Board of Commissioners

RTA & DOTD Ferry Cooperative Endeavor Agreement: Amendment No. 8

| | |
|---|---|
| DESCRIPTION: Ratification of Amendment No. 8 | AGENDA NO: Click or tap here to enter text. |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other | |

RECOMMENDATION:

Ratify RTA CEO's signing and execution of Amendment No. 8 to the Cooperative Endeavor Agreement (CEA) between Department of Transportation and Development of the State of Louisiana (DOTD) and RTA, which provides RTA with monies available from the Federal Transit Authority (FTA) and local matching from DOTD, for specific projects, in the amount of \$2,776,946.00.

ISSUE/BACKGROUND:

The CEA, effective since February 16, 2014, regulates the relationship between RTA and DOTD in relation to RTA's ferry services. Under FTA 5307 grant program, DOTD is the grantee of FTA Grant no.'s LA-90-X413, LA-70-X003 and LA-90-X401. FTA Grant no. LA-90-X413 is for the Automated Ferry Fare Collection Project. FTA Grant no.'s LA-70-X003 and LA-90-X401 is for the repower, dry-dock, improvement and maintenance of the M/V Neville Levy, owned by DOTD, and currently within RTA's fleet of ferries. Amendment No. 8 to the CEA enables RTA to utilize these federal and local funds.

The breakdown of the available FTA and DOTD funding per project is as follows:

| Project | FTA Grant No. | Federal Funds | DOTD local match | Total Funds |
|--|-----------------------|--------------------------------|------------------|----------------|
| Automated Ferry Fare Collection System | LA-90-X413 | \$590,209.00 | \$147,553.00 | \$737,762.00 |
| M/V Neville Levy | LA-70-X003 LA-90-X401 | \$1,523,000.00 \$108,347.00 | \$407,837.00 | \$2,039,184.00 |

DISCUSSION:

Pursuant to Amendment No. 8 to the CEA, RTA would develop the specifications, advertise, contract, and administer each of said projects in accordance to RTA's standard procedures and all applicable state and federal contracting requirements.

FINANCIAL IMPACT:

No financial impact.

NEXT STEPS:

Engage in the solicitation process to carry out the projects stated above.

ATTACHMENTS:

Copy of Amendment No. 8 to the CEA, as executed by RTA and DOTD

Draft of resolution ratifying RTA CEO's execution of Amendment No. 8 to the CEA

Prepared By: Jose A Ruiz
Title: Chief Marine Office

Reviewed By: Jose A Ruiz
Title: Chief Marine Office



Alex Wiggins
Chief Executive Officer

5/19/2021

Date

**AMENDMENT NO. 8 TO
COOPERATIVE ENDEAVOR AGREEMENT**

BETWEEN

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

AND

**REGIONAL TRANSIT AUTHORITY
2817 CANAL STREET
NEW ORLEANS, LOUISIANA**

**ORLEANS, JEFFERSON, & ST. BERNARD PARISHES
RFx # 30000001294**

This Amendment (Amendment No. 8) to a certain Cooperative Endeavor Agreement (CEA) between the **Regional Transit Authority and (RTA)** and the **State of Louisiana Department of Transportation and Development (DOTD)** dated February 16, 2014, is entered into this 13th day of MAY, 2021.

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana, provides that “For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual”; and

WHEREAS, Article VI, Section 20 of the Constitution of the State of Louisiana provides that a political subdivision may exercise and perform any authorized power and function, including financing, jointly or in cooperation with one or more political subdivisions, either within or without the state, or with the United States or its agencies; and

WHEREAS, Sub-Part A, Part VII, Chapter 2 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:1321, *et seq.*) (“Local Services Law”), provides that political subdivisions may engage jointly in the construction, acquisition or improvement of any public project or improvement, the promotion of and maintenance of any undertaking or the exercise of any power, provided at least one of the participants is authorized under a provision of general or special law to perform such activity or exercise such power as may be necessary for completion of the undertaking; and

WHEREAS, under the Local Services Law such arrangement may provide for the joint use of funds, facilities, personnel or property or any combination thereof necessary to accomplish the purpose of the CEA, and such agreements may include but are not limited to activities

concerning the improvement, operation, repair and maintenance of public assets to improvements;
and

WHEREAS, DOTD and RTA have determined that the Ferry Services contemplated in the CEA constitute a public purpose within the meaning of Article VII, Section 14(C) of the Constitution of the State of Louisiana and have specifically determined that the continuance of ferry services for public transit is an essential public purpose, whereby the ferry services provide a critical portion of transit in the region; and

WHEREAS, the parties hereto wish to cooperate for the purposes of a) efficient operation, improvement, management, and administration of the ferry lines designated in the CEA; and b) maintaining access to the designated ferry lines in accordance with the terms of the CEA

WHEREAS, Federal Transit Administration (FTA) grant monies are available for the funding of certain capital improvement projects in furtherance of the purposes of the CEA; and

WHEREAS, the parties wish to utilize the available FTA grant monies for completion of two projects, namely, an Automated Ferry Fare Collection System improvements which are authorized under State Project Number H.010968; and repower, dry dock, improvements, and maintenance of the M/V Neville Levy; and

WHEREAS, the DOTD and RTA acknowledge and agree that this Amendment No. 8 in no way impacts or amends the CEA, except as otherwise provided herein.

NOW THEREFORE BE IT RESOLVED, in consideration of the foregoing, the Parties hereby stipulate and agree to supplement and amend the Agreement as follows:

AMENDMENT PROVISIONS

I.

Article III, Section 3.5 is amended to add the following:

Furthermore, the parties expressly agree that, with regard to the following improvement projects, which are to be funded in part from certain FTA Grant monies, RTA shall have sole responsibility to develop specifications, advertise, contract, and administer each project in accordance with RTA standard procedures and all applicable state and federal contracting requirements:

| Project | FTA Grant No. | Federal Funds | State HB2 Ferry Funds | Total Funds |
|--|--------------------------|--------------------------------|------------------------------|--------------------|
| Automated ferry fare collection, State Project No. H.010968 | LA-90-X413 | \$590,209.00 | \$147,553.00 | \$737,762.00 |
| M/V Neville Levy repower, dry dock, improvements, and maintenance, State Project No. | LA-70-X003 LA-90-X401 | \$1,523,000.00 \$108,347.00 | \$407,837.00 | \$2,039,184.00 |

II.

The Statement of Capital Funds for Vessel Improvements in attached Exhibit “F”, as referenced in Article III, Section 3.3, is amended as to read as follows:

The DOTD offers as part of this agreement, not to exceed the following amounts for a new ferry or capital investment in existing ferries. The work performed with these funds will have to be eligible for federal funding, and except as otherwise provided in Article III, Section 3.5, DOTD will have to administer the work.

III.

The table entitled Capital (One Time Funding) in attached Exhibit “F” is amended to add the following:

\$2,039,184 – FTA 5307 Grants (includes local matching from DOTD).

IV.

The Statement of Capital Funds for Facility Improvements in attached Exhibit “G”, as referenced in Article III, Section 3.4, is amended as to read as follows:

The DOTD offers as part of this agreement, not to exceed the following amounts for a new ferry or capital investment in existing ferries. The work performed with these funds will have to be eligible for federal funding, and except as otherwise provided in Article III, Section 3.5, DOTD will have to administer the work.

V.

The table entitled Capital (One Time Funding) in attached Exhibit “G” is amended to add the following:

\$737,762.00 – FTA 5307 Grants (includes local matching from DOTD).

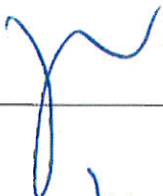
VI.

DOTD and RTA agree that all provisions of the above-referenced CEA, dated February 16, 2014, as well as Amendment Nos. 1 through 7, to the extent not inconsistent with this Amendment No. 8, shall remain in full force and effect.

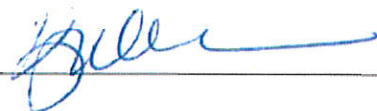
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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first written above.

WITNESSES:

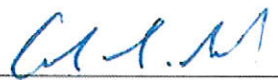


Jose Ruiz
Printed Name




Katherine Tolton
Printed Name

REGIONAL TRANSIT AUTHORITY

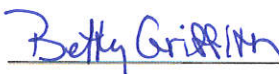


Alex Z. Wigore, CEO
Printed Name / Title

WITNESSES:



JACOB WILSON
Printed Name




Betty Griffith



Betty Griffith
Printed Name

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT**



Vincent Latture / Act. Sec. of Ops
Printed Name / Title

RECOMMENDED FOR APPROVAL

BY: 

Division Head



RESOLUTION NO. _____

STATE OF LOUISIANA
PARISH OF ORLEANS

**Ratification of Amendment No. 8 to the Ferry Cooperative Endeavor Agreement
between RTA and DOTD**

Introduced by Commissioner _____, seconded by Commissioner
_____.

WHEREAS, RTA and the Department of Transportation and Development of the State of Louisiana (DOTD) executed an amendment to the Cooperative Endeavor Agreement, identified as Amendment No. 8, to provide RTA with monies available from the Federal Transit Authority's (FTA) section 5307 grant program and required local matching provided by DOTD.

WHEREAS, the FTA grants covered pursuant to Amendment No. 8 are LA-90-X413, LA-70-X003 and LA-90-X401. Current available federal funds under these grants total \$2,221,556.00, and local matching provided by DOTD total \$555,390.00.

WHEREAS, FTA Grant LA-90-X413 is for the Automated Ferry Fare Collection Project, with an available combined funding of \$737,762.00. FTA Grants LA-70-X003 and LA-90-X401 is for the repower, dry-dock, improvement and maintenance of the M/V Neville Levy, owned by DOTD, and currently within RTA's fleet of ferries, with an available combined funding of \$2,039,184.00.

WHEREAS, pursuant to Amendment No. 8 to the CEA, RTA would develop the specifications, advertise, contract, and administer each of said projects in accordance to RTA's standard procedures and all applicable state and federal contracting requirements.

WHEREAS, given that the source of these funds is the FTA and DOTD, the parties' execution of Amendment No. 8 has no financial impact to the RTA.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Regional Transit Authority hereby ratifies the RTA CEO's signing and execution of Amendment No. 8 to the CEA.

THE FOREGOING WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS: _____
NAYS: _____
ABSTAIN: _____

ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE ___th DAY OF MONTH, 2021.

**FLOZELL DANIELS, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS**