



2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority

Board of Commissioners

Meeting Agenda - Final-Revised

Tuesday, September 23, 2025

10:00 AM

RTA Board Room

The New Orleans Regional Transit Authority (RTA) hereby declares that, in accordance with La. R.S. 42:17.1 (A)(2)(a)-(c), a meeting will be held in person on Tuesday, September 23, 2025 at 10:00 a.m. Meetings start at the scheduled time, but may be delayed until a quorum of the Commissioners is present. The agency's website will stream the in-person meeting live, and wearing masks in the boardroom is optional.

Written comments on any matter included on the agenda will be accepted in the following ways: 1) Submission of a Speaker Card on meeting day; 2) Electronically by email sent to: rtaboard@rtaforward.org prior to the meeting; or 3) By U.S. Mail send to 2817 Canal Street, Attention: Office of Board Affairs, New Orleans, LA 70119.

This meeting is accessible to persons with disabilities. To help assure availability, modifications or accommodations linked to a disability must be requested 72 hours before the meeting or hearing. Please direct requests for public meeting accommodations to the Office of Board Affairs, 2817 Canal Street, NOLA 70119, or call 504-827-8341 or by email (rtaboard@rtaforward.org).

1. Call to Order

2. Roll Call

3. Consideration of Meeting Minutes

[Board Meeting Minutes - August 26, 2025]

[25-129](#)

4. Informational Reports

A. RTA Chairman's Report

B. Operations & Administration Committee Chairman's Report

C. Finance Committee Chairman's Report

D. RTA General Counsel's Report

E. RTA Chief Executive Officer's Report

F. Chief Transit Officer's Report

G. RTA Chief Financial Officer's Report

[July Financials]

[25-124](#)

5. Consent Agenda

Change Order for Transit Security Services - SEAL

[25-101](#)

Cooperative Endeavor Agreement (CEA) Between the RTA and the following entities: Sunstar Gate, Treme for Treme, and New Orleans Four LLC

[25-114](#)

Contract Award to Vector Media Holding, Corp for Exclusive Advertising Rights

[25-115](#)

6. Action Items

A. Authorizations

Award contract for Renovation of the Algiers Ferry Terminal

[25-084](#)

Sole Source Request To Purchase Proprietary Bus Parts from New Flyer

[25-119](#)

B. Amendments

Change Order to Fund RTA's Drug and Alcohol Program

[25-127](#)

7. New Business (UNANIMOUS VOTE REQUIRED TO CONSIDER)

8. Audience Questions and Comments

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

- Sherry Cowart v. Darryl Moon, Regional Transit Authority, Veolia
Case No.: 2020-04034 Division "J", Section 15

10. Adjournment



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 25-129

Board of Commissioners

[Board Meeting Minutes - August 26, 2025]



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 25-124

Finance Committee

[July Financials]

July 2025
Analysis of Financials

Budget	Actuals	Variances		Explanation of Variance
		Amount	%age	
<u>Passenger Revenue</u>				
6,945,421	6,029,593	(915,828)	(13.2%)	Passenger Fares were 13.2% (\$916K) under projections through July while ridership was 11.1% (1M) under budget.
<u>Sales Tax</u>				
64,139,320	63,143,079	(996,241)	(1.6%)	Sales tax collections are 1.6% under projections through July.
<u>Labor</u>				
39,935,392	38,200,552	1,734,840	4.3%	Labor is \$1.7M (4.3%) under budget through July.
<u>Fringe Benefits</u>				
13,254,745	12,825,339	429,406	3.2%	Fringe Benefits are 3.2% (\$429K) under projections through July.
<u>Services</u>				
11,175,668	7,193,291	3,982,377	35.6%	Most Service line items are well under budget through July. Professional/Technical Services (legal fees, consultants, other outside services, etc.), Contract Maintenance Services and Private Security are the main contributors to these shortfalls.
<u>Materials and Supplies</u>				
8,288,294	6,186,307	2,101,987	25.4%	Diesel fuel prices for the month of July were budgeted at \$3.55/gal. (excl. \$0.21/gal. tax). Actual diesel fuel prices for July averaged \$2.43/gal. (before taxes), which was \$1.12/gal. under budget and \$0.23 above the average price for June. Diesel fuel consumption for July was 20,578 gallons under budget.
<u>Taxes</u>				
248,521	80,305	168,216	67.7%	All taxes were under budget through July.
<u>Miscellaneous Expenses</u>				
588,119	417,287	170,832	29.0%	Miscellaneous expenses, including travel and other miscellaneous, were 29% under budget through July.

**CONSOLIDATED INCOME STATEMENT
BUDGET TO ACTUAL COMPARISON
July 31, 2025
Unaudited**

	Current Month Budget	Actual	\$ Var.	%Var.	Year to Date Budget	Actual	\$ Var.	%Var.	CY2025 Budget
Operating Revenues									
Passenger Fares	992,203	874,621	(117,582)	(11.85%)	6,945,421	6,029,593	(915,828)	(13.19%)	11,906,432
General Use Sales Tax	7,676,539	7,268,275	(408,264)	(5.32%)	53,735,773	54,652,463	916,690	1.71%	92,118,471
State Motor Vehicle Sales Tax	635,906	562,676	(73,230)	(11.52%)	4,451,342	3,814,614	(636,728)	(14.30%)	7,630,875
Hotel/Motel Sales Tax	850,315	157,674	(692,641)	(81.46%)	5,952,205	4,676,002	(1,276,203)	(21.44%)	10,203,780
Other Revenue	221,190	301,777	80,587	36.43%	1,548,330	2,306,287	757,957	48.95%	2,654,281
Total Operating Revenues	10,376,153	9,165,023	(1,211,130)	(11.67%)	72,633,071	71,478,959	(1,154,112)	(1.59%)	124,513,839
Operating Expenses									
Labor	5,705,056	4,968,735	736,321	12.91%	39,935,392	38,200,552	1,734,840	4.34%	68,460,671
Fringe Benefits	1,893,535	2,119,850	(226,315)	(11.95%)	13,254,745	12,825,339	429,406	3.24%	22,722,422
Services	1,596,524	1,300,590	295,934	18.54%	11,175,668	7,193,291	3,982,377	35.63%	19,158,293
Materials and Supplies	1,184,042	1,048,030	136,012	11.49%	8,288,294	6,186,307	2,101,987	25.36%	14,208,507
Utilities	144,208	121,979	22,229	15.41%	1,009,456	916,920	92,536	9.17%	1,730,500
Casualty & Liability	986,667	1,390,938	(404,271)	(40.97%)	6,906,669	6,564,725	341,944	4.95%	11,840,000
Taxes	35,503	4,509	30,994	87.30%	248,521	80,305	168,216	67.69%	426,030
Miscellaneous	84,017	93,280	(9,263)	(11.03%)	588,119	417,287	170,832	29.05%	1,008,205
Leases and Rentals	20,000	8,448	11,552	57.76%	140,000	121,908	18,092	12.92%	240,000
Total Oper. Exp. (excl. Depr.)	11,649,552	11,056,359	593,193	5.09%	81,546,864	72,506,634	9,040,230	11.09%	139,794,628
Net Operating Revenue	(1,273,399)	(1,891,336)	(617,937)	48.53%	(8,913,793)	(1,027,675)	7,886,118	(88.47%)	(15,280,789)
TMSEL Legacy Costs									
TMSEL Pension Costs	0	0	0	0.00%	0	0	0	0.00%	0
TMSEL Health Benefit Costs	92,944	27,468	65,476	70.45%	650,608	598,071	52,537	8.08%	1,115,331
TMSEL All Other Costs	33,750	29,575	4,175	12.37%	236,250	1,046,605	(810,355)	(343.01%)	405,000
Total TMSEL Legacy Costs	126,694	57,043	69,651	54.98%	886,858	1,644,676	(757,818)	(85.45%)	1,520,331
Net Rev. (Before Gov't. Asst.)	(1,400,093)	(1,948,379)	(548,286)	39.16%	(9,800,651)	(2,672,351)	7,128,300	(72.73%)	(16,801,120)
Maritime Operations									
Passenger Fares	92,207	70,833	(21,374)	(23.18%)	645,449	485,850	(159,599)	(24.73%)	1,106,479
Labor and Fringe Benefits	(23,873)	(22,116)	(1,757)	7.36%	(167,111)	(162,098)	(5,013)	3.00%	(286,480)
Services	(81,554)	0	(81,554)	100.00%	(570,878)	(29,818)	(541,060)	94.78%	(978,652)
Materials and Supplies	(45,433)	(8,960)	(36,473)	80.28%	(318,031)	(51,797)	(266,234)	83.71%	(545,198)
Taxes	(544)	(451)	(93)	17.10%	(3,808)	(2,326)	(1,482)	38.93%	(6,522)
Purchased Transportation	(1,028,806)	(688,619)	(340,187)	33.07%	(7,201,642)	(6,095,592)	(1,106,050)	15.36%	(12,345,667)
Other Operating Expenses	(44,281)	(165)	(44,116)	99.63%	(309,967)	(769)	(309,198)	99.75%	(531,372)
Preventive Maintenance	52,036	50,521	(1,515)	(2.91%)	364,252	353,647	(10,605)	(2.91%)	624,438
LA State Appropriations	250,000	0	(250,000)	(100.00%)	1,750,000	0	(1,750,000)	(100.00%)	3,000,000
State Subsidy	428,333	428,333	0	0.00%	2,998,331	2,998,331	0	0.00%	5,140,000
Total Maritime Operations	(401,915)	(170,624)	(231,291)	(100.00%)	(2,813,405)	(2,504,573)	(308,832)	(100.00%)	(4,822,974)
Government Operating Assistance									
Preventive Maintenance	1,672,860	1,587,525	(85,335)	(5.10%)	11,710,020	11,112,675	(597,345)	(5.10%)	20,074,324
State Parish Transportation	191,015	133,188	(57,827)	(30.27%)	1,337,105	1,094,515	(242,590)	(18.14%)	2,292,180
ARPA Funding and Other Operating Grants	478,852	0	(478,852)	(100.00%)	3,351,964	44,032	(3,307,932)	(98.69%)	5,746,226
FEMA Reimbursements	0	0	0	#DIV/0!	0	98	98	#DIV/0!	0
Total Government Oper. Asst.	2,342,727	1,720,713	(622,014)	(26.55%)	16,399,089	12,251,320	(4,147,769)	(25.29%)	28,112,730
Net Revenue (After Gov't. Asst.)	540,719	(398,290)	(1,401,591)	(259.21%)	3,785,033	7,074,396	2,671,698	70.59%	6,488,636

**CONSOLIDATED INCOME STATEMENT
BUDGET TO ACTUAL COMPARISON
July 31, 2025
Unaudited**

	Current Month				Year to Date				
	Budget	Actual	\$ Var.	%Var.	Budget	Actual	\$ Var.	%Var.	
Net Revenue (After Gov't. Asst.)	540,719	(398,290)	(1,401,591)	-259.21%	3,785,033	7,074,396	2,671,698	70.59%	6,488,636
Government Non-Operating Rev. (Exp.)									
Federal - Capital (RTA)	2,690,160	338,632	(2,351,528)	(87.41%)	18,831,120	4,392,219	(14,438,901)	(76.68%)	32,281,920
Local - Capital (RTA)	1,141,840	84,658	(1,057,182)	(92.59%)	7,992,880	1,211,305	(6,781,575)	(84.85%)	13,702,078
Capital Expenditures (RTA)	(3,832,000)	(433,290)	3,398,710	(88.69%)	(26,824,000)	(5,510,947)	21,313,053	(79.46%)	(45,983,998)
Total Federal and State Sources (Ferry)	1,126,534	0	(1,126,534)	(100.00%)	7,885,738	9,661	(7,876,077)	(100.00%)	13,518,414
Other Local Sources/Restricted Capital Res. (Ferry)	317,238	0	(317,238)	(100.00%)	2,220,666	2,415	(2,218,251)	(99.89%)	3,806,854
Capital Expenses (Ferry)	(1,443,772)	0	(1,443,772)	100.00%	(10,106,404)	(138,052)	9,968,352	(98.63%)	0
Loss on Valuation of Assets	0	0	0	0.00%	0	0	0	0.00%	0
Total Gov't. Non-Operating Rev. (Exp.)	0	(10,000)	(10,000)	0.00%	0	(33,399)	(33,399)	0.00%	17,325,268
Total Revenues (Expenses) Before Capital Expenditures and Debt	540,719	(408,290)	(949,009)	(175.51%)	3,785,033	7,040,997	3,255,964	86.02%	23,813,904
Capital Expenditures									
Interest Income - Capital (bonds)	1,147	30,173	29,026	2530.60%	8,029	185,256	177,227	100.00%	13,764
Other Interest Income	130,092	102,217	(27,875)	(21.43%)	910,644	504,630	(406,014)	(44.59%)	1,561,100
Debt Service	(671,958)	(154,528)	517,430	77.00%	(4,703,706)	(6,184,237)	(1,480,531)	(31.48%)	(8,063,500)
Total Capital Expenditures	(540,719)	(22,138)	518,581	95.91%	(3,785,033)	(5,494,351)	(1,709,318)	(45.16%)	(6,488,638)
Net Revenue less Capital Expenditures & Principal on Long Term Debt	0	(430,428)	(430,428)	100.00%	0	1,546,646	1,546,646	100.00%	17,325,266
Other Funding Sources									
Restricted Oper. / Capital Reserve	0	430,428	(430,428)	(100.00%)	0	(1,546,646)	1,546,646	(100.00%)	0
Total Other Funding	0	430,428	(430,428)	(100.00%)	0	(1,546,646)	1,546,646	(100.00%)	0
Net Revenue / Expense	0	0	0	0.00%	0	0	0	0.00%	17,325,266
Depreciation									
Depreciation - Local	378,071	418,945	(40,875)	(10.81%)	2,646,494	2,786,186	(139,692)	(5.28%)	4,536,847
Depreciation - Federal	1,512,282	1,675,782	(163,499)	(10.81%)	10,585,977	11,144,746	(558,769)	(5.28%)	18,147,389
Total Depreciation	1,890,353	2,094,727	(204,374)	10.81%	13,232,471	13,930,932	(698,461)	(5.28%)	22,684,236

**CONSOLIDATED INCOME STATEMENT
ACTUAL TO ACTUAL COMPARISON
July 31, 2025
Unaudited**

	Current Month				Year to Date			
	Prior Yr.	Current Yr.	\$ Var.	%Var.	Prior Yr.	Current Yr.	\$ Var.	%Var.
Operating Revenues								
Passenger Fares	763,664	874,621	110,957	14.53%	6,333,848	6,029,593	(304,255)	(4.80%)
General Use Sales Tax	6,875,215	7,268,275	393,060	5.72%	52,719,054	54,652,463	1,933,409	3.67%
State Motor Vehicle Sales Tax	561,727	562,676	949	0.17%	3,671,053	3,814,614	143,561	3.91%
Hotel/Motel Sales Tax	697,845	157,674	(540,171)	(77.41%)	7,698,252	4,676,002	(3,022,250)	(39.26%)
Other Revenue	188,780	301,777	112,997	59.86%	1,291,082	2,306,287	1,015,205	78.63%
Total Operating Revenues	9,087,231	9,165,023	77,792	0.86%	71,713,289	71,478,959	(234,330)	(0.33%)
Operating Expenses								
Labor	4,856,405	4,968,735	(112,330)	(2.31%)	35,751,210	38,200,552	(2,449,342)	(6.85%)
Fringe Benefits	1,643,407	2,119,850	(476,443)	(28.99%)	12,097,382	12,825,339	(727,957)	(6.02%)
Services	938,682	1,300,590	(361,908)	(38.55%)	5,595,435	7,193,291	(1,597,856)	(28.56%)
Materials and Supplies	1,210,821	1,048,030	162,791	13.44%	6,973,533	6,186,307	787,225	11.29%
Utilities	132,808	121,979	10,829	8.15%	908,637	916,920	(8,283)	(0.91%)
Casualty & Liability	761,050	1,390,938	(629,888)	(82.77%)	5,380,104	6,564,725	(1,184,621)	(22.02%)
Taxes	44,718	4,509	40,209	89.92%	243,357	80,305	163,053	67.00%
Miscellaneous	32,622	93,280	(60,658)	(185.94%)	676,306	417,287	259,019	38.30%
Leases and Rentals	22,935	8,448	22,935	100.00%	103,637	121,908	(18,271)	(17.63%)
Total Oper. Exp. (excl. Depr.)	9,643,449	11,056,359	(1,404,462)	(14.56%)	67,729,601	72,506,634	(4,777,033)	(7.05%)
Net Operating Revenue	(556,218)	(1,891,336)	(1,335,118)	240.04%	3,983,688	(1,027,675)	(5,011,363)	(125.80%)
TMSEL Legacy Costs								
TMSEL Pension Costs	0	0	0	0.00%	0	0	0	0.00%
TMSEL Health Benefit Costs	129,114	27,468	(101,646)	(78.73%)	747,295	598,071	(149,224)	(19.97%)
TMSEL All Other Costs	164,289	29,575	(134,714)	(82.00%)	1,127,214	1,046,605	(80,609)	(7.15%)
Total TMSEL Legacy Costs	293,403	57,043	(236,360)	(80.56%)	1,874,510	1,644,676	(229,833)	(12.26%)
Net Rev. (Before Gov't. Asst.)	(849,620)	(1,948,379)	(1,098,759)	129.32%	2,109,179	(2,672,351)	(4,781,530)	(226.70%)
Maritime Operations								
Passenger Fares	19,084	70,833	51,749	271.16%	574,943	485,850	(89,093)	(15.50%)
Labor and Fringe Benefits	(27,941)	(22,116)	5,825	(20.85%)	(361,506)	(162,098)	199,408	(55.16%)
Services	(4,434)	0	4,434	(100.00%)	(2,805,587)	(29,818)	2,775,769	(98.94%)
Materials and Supplies	(54,362)	(8,960)	45,402	(83.52%)	(376,857)	(51,797)	325,060	(86.26%)
Taxes	(533)	(451)	82	(15.42%)	(4,052)	(2,326)	1,727	100.00%
Purchased Transportation	(768,159)	(688,619)	79,540	(10.35%)	(4,786,872)	(6,095,592)	(1,308,720)	27.34%
Other Operating Expenses	(144)	(165)	(21)	14.91%	(1,945)	(769)	1,176	(60.45%)
Preventive Maintenance	50,000	50,521	521	1.04%	303,470	353,647	50,177	16.53%
LA State Appropriations	428,333	0	(428,333)	0.00%	2,998,331	0	(2,998,331)	100.00%
State Subsidy	0	428,333	428,333	#DIV/0!	4,999,998	2,998,331	(2,001,667)	(40.03%)
Total Maritime Operations	(358,156)	(170,624)	187,532	(52.36%)	539,921	(2,504,573)	(3,044,494)	(563.88%)
Government Operating Assistance								
Preventive Maintenance	1,288,604	1,587,525	298,921	23.20%	8,830,139	11,112,675	2,282,536	25.85%
State Parish Transportation	183,107	133,188	(49,919)	(27.26%)	946,120	1,094,515	148,395	15.68%
ARPA Funding and Other Operating Grants	0	0	0	#DIV/0!	0	44,032	44,032	#DIV/0!
FEMA Reimbursements	0	0	0	0.00%	0	98	98	0.00%
Total Government Oper. Asst.	1,471,711	1,720,713	249,002	16.92%	9,776,260	12,251,320	2,475,060	25.32%
Net Revenue (After Gov't. Asst.)	263,935	(398,290)	(662,225)	(250.90%)	12,425,360	7,074,396	(5,350,963)	(43.06%)

CONSOLIDATED INCOME STATEMENT
ACTUAL TO ACTUAL COMPARISON
July 31, 2025
Unaudited

	Current Month				Year to Date			
	Prior Yr.	Current Yr.	\$ Var.	%Var.	Prior Yr.	Current Yr.	\$ Var.	%Var.
Net Revenue (After Gov't. Asst.)	263,935	(398,290)	(662,225)	-250.90%	12,425,360	7,074,396	(5,350,963)	-43.06%
Government Non-Operating Rev. (Exp.)								
Federal - Capital (RTA)	3,606,997	338,632	(3,268,365)	(90.61%)	16,453,412	4,392,219	(12,061,193)	(73.31%)
Local - Capital (RTA)	901,749	84,658	(817,091)	(90.61%)	5,830,646	1,211,305	(4,619,341)	(79.23%)
Capital Expenditures (RTA)	(4,508,746)	(433,290)	4,075,456	(90.39%)	(22,284,058)	(5,510,947)	16,773,111	(75.27%)
Total Federal and State Sources (Ferry)	0	0	0	#DIV/0!	850,568	9,661	(840,907)	(98.86%)
Other Local Sources/Restricted Cap. Res. (Ferry)	0	0	0	#DIV/0!	(1,063,210)	2,415	1,065,625	(100.23%)
Capital Expenses (Ferry)	0	0	0	#DIV/0!	0	(138,052)	(138,052)	#DIV/0!
Loss on Valuation of Assets	0	0	0	0.00%	0	0	0	0.00%
Total Gov't. Non-Operating Rev. (Exp.)	0	(10,000)	(10,000)	#DIV/0!	(212,642)	(33,399)	179,243	(84.29%)
Total Revenues (Expenses) Before Capital Expenditures and Debt	263,935	(408,290)	(672,225)	(254.69%)	12,212,718	7,040,997	(5,171,720)	(42.35%)
Capital Expenditures								
Bond Interest Income	11,905	30,173	18,268	153.45%	83,335	185,256	101,921	122.30%
Other Interest Income	54,234	102,217	47,983	88.48%	379,635	504,630	(124,995)	(32.92%)
Debt Service	(521,843)	(154,528)	367,315	(70.39%)	(3,842,311)	(6,184,237)	2,341,926	(60.95%)
Total Capital Expenditures	(455,704)	(22,138)	433,566	(95.14%)	(3,379,341)	(5,494,351)	(2,115,010)	62.59%
Net Revenue less Capital Expenditures & Principal on Long Term Debt	(191,770)	(430,428)	(238,658)	(124.45%)	8,833,377	1,546,646	(7,286,730)	82.49%
Other Funding Sources								
Restricted Oper. / Capital Reserve	191,770	430,428	238,658	124.45%	(8,833,377)	(1,546,646)	7,286,730	(82.49%)
Total Other Funding	191,770	430,428	238,658	124.45%	(8,833,377)	(1,546,646)	7,286,730	(82.49%)
Net Revenue / Expense	0	0	0	0.00%	0	0	0	0.00%
Total Depreciation Expense	1,898,220	2,094,727	(196,507)	(10.35%)	12,362,928	13,930,932	(1,568,004)	(12.68%)

Regional Transit Authority
Financial Performance Indicators
July 31, 2025
(Excludes Ferry Operations)

	Company-wide		Fixed Route Bus		Streetcar		Paratransit	
	Current Mo.	Year-to-date	Current Mo.	Year-to-date	Current Mo.	Year-to-date	Current Mo.	Year-to-date
Ridership (Unlinked Trips)	1,202,369	8,137,662	910,414	6,366,645	273,156	1,646,136	18,799	124,881
Total Platform Hours	67,409	458,540	43,194	297,262	11,836	81,615	12,379	79,663
Passenger Revenue	874,621	6,204,196	569,023	4,034,193	278,792	1,974,355	26,806	195,647
Operating Expenses	11,056,359	72,506,634	7,186,633	47,129,312	2,211,272	14,501,327	1,658,454	10,875,995
Operating Cost Per Platform Hour	164.02	158.12	166.38	158.54	186.83	177.68	133.97	136.52
Annual Budgeted Cost Per Platform Hour		157.98		141.93		188.32		143.69
Farebox Recovery Rate	7.91%	8.56%	7.92%	8.56%	12.61%	13.61%	1.62%	1.80%
Operating Cost Per Unlinked Trip	9.20	8.91	7.89	7.40	8.10	8.81	88.22	87.09
Passenger Revenue Per Unlinked Trip	0.73	0.76	0.63	0.63	1.02	1.20	1.43	1.57
Subsidy per Unlinked Trip	8.47	8.15	7.26	6.77	7.08	7.61	86.79	85.52

**Regional Transit Authority
Financial Performance Indicators
Current to Prior Year Comparison**

REPORT FOR THE MONTH

	Company-wide			Fixed Route Bus			Streetcar			Paratransit		
	For the Month Ended July 31			For the Month Ended July 31			For the Month Ended July 31			For the Month Ended July 31		
	2025	2024	Variance	2025	2024	Variance	2025	2024	Variance	2025	2024	Variance
Ridership (Unlinked Trips)	1,202,369	1,101,708	100,661	910,414	789,618	120,796	273,156	294,155	(20,999)	18,799	17,935	864
Total Platform Hours	67,409	65,251	2,158	43,194	41,646	1,548	11,836	12,326	(490)	12,379	11,279	1,100
Passenger Revenue	874,621	843,511	31,110	569,023	537,225	31,798	278,792	280,434	(1,642)	26,806	25,852	953
Operating Expenses	11,056,359	9,643,449	1,412,910	7,186,633	6,268,242	918,392	2,211,272	1,928,690	282,582	1,658,454	1,446,517	211,937
Operating Cost Per Platform Hour	164.02	147.79	16.23	166.38	150.51	15.87	186.83	156.48	30.35	133.97	128.25	5.72
Annual Budgeted Cost Per Plat. Hour	157.98	125.53	32.45	141.93	122.90	19.03	188.32	156.48	31.84	143.69	108.21	35.48
Farebox Recovery Rate	7.91%	8.75%	-0.84%	7.92%	8.57%	-0.65%	12.61%	14.54%	-1.93%	1.62%	1.79%	-0.17%
Operating Cost Per Unlinked Trip	9.20	8.75	0.45	7.89	7.94	(0.05)	8.10	6.56	1.54	88.22	80.65	7.57
Passenger Revenue Per Unlinked Trip	0.73	0.77	(0.04)	0.63	0.68	(0.05)	1.02	0.95	0.07	1.43	1.44	(0.01)
Subsidy per Unlinked Trip	8.47	7.98	0.49	7.26	7.26	0.00	7.08	5.61	1.47	86.79	79.21	7.58

**Regional Transit Authority
Financial Performance Indicators
Current to Prior Year Comparison**

YEAR-TO-DATE REPORT

	Company-wide			Fixed Route Bus			Streetcar			Paratransit		
	For 7 Months Ending July 31, 2025	2024	Variance	For 7 Months Ending July 31, 2025	2024	Variance	For 7 Months Ending July 31, 2025	2024	Variance	For 7 Months Ending July 31, 2025	2024	Variance
Ridership (Unlinked Trips)	8,137,662	7,654,075	483,587	6,366,645	5,362,886	1,003,759	1,646,136	2,157,545	(511,409)	124,881	133,644	(8,763)
Total Platform Hours	458,540	468,745	(10,205)	297,262	291,291	5,971	81,615	84,517	(2,902)	79,663	92,937	(13,274)
Passenger Revenue	6,204,196	5,904,578	299,618	4,034,193	3,727,668	306,526	1,974,355	1,995,944	(21,588)	195,647	180,966	14,681
Operating Expenses	72,506,634	67,729,604	4,777,030	47,129,312	41,672,165	5,457,147	14,501,327	13,781,617	719,710	10,875,995	12,275,822	(1,399,827)
Operating Cost Per Platform Hour	158.12	144.49	13.63	158.54	143.06	15.48	177.68	163.06	14.62	136.52	132.09	4.43
Annual Budgeted Cost Per Plat. Hour	157.98	125.53	32.45	141.93	122.90	19.03	188.32	156.48	31.84	143.69	108.21	35.48
Farebox Recovery Rate	8.56%	8.72%	-0.16%	8.56%	8.95%	-0.39%	13.61%	14.48%	-0.87%	1.80%	1.47%	0.32%
Operating Cost Per Unlinked Trip	8.91	8.85	0.06	7.40	7.77	(0.37)	8.81	6.39	2.42	87.09	91.85	(4.76)
Passenger Revenue Per Unlinked Trip	0.76	0.77	(0.01)	0.63	0.70	(0.07)	1.20	0.93	0.27	1.57	1.35	0.22
Subsidy per Unlinked Trip	8.15	8.08	0.07	6.77	7.07	(0.30)	7.61	5.46	2.15	85.52	90.50	(4.98)



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 25-101

Board of Commissioners

Change Order for Transit Security Services - SEAL

DESCRIPTION: Amendment to the current SEAL Security Contract to allow month-to-month services 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 amend the current contract with Security Experts and Leaders (SEAL) to allow RTA to continue Transit Security Services at existing staffing levels on a month-to-month basis until February 28, 2026, not to exceed \$643,091.

ISSUE/BACKGROUND:

Several recent attempts to select and award contracts to vendors to provide Transit Security Services, culminating in RFP #2023-001, were each formally protested, and consequently cancelled. In order to maintain the necessary security coverage for the RTA system, staff recommended, and the Board of Commissioners approved entering into a contractual agreement with SEAL to receive services on a month-to-month basis, with the intention of researching and reviewing options for the agency to consider, ranging from continuing to outsource services to bringing the functions in-house. In June 2024, staff commenced a review of requirements and industry best practices to inform a security deployment strategy. The Physical Security team began the process of researching and identifying a new security vendor, however, due to the technical complexity of the requirements, which exceeded internal expertise, we were unable to complete the evaluation within the expected timeframe. We are now in the process of engaging with technical consultants to support a new selection, but in the interim, an additional change order is necessary to maintain security services with the current vendor. Staff is requesting an extension of the current services (at existing levels) through February 28, 2026.

DISCUSSION:

Maintaining a secure transit environment is one of RTA's top priorities. RTA chose SEAL Security to provide armed, uniform security personnel to aid in securing all property owned, leased, operated, and/or maintained by RTA (i.e., facilities, and vehicles). SEAL is 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. SEAL works closely with local, state, and federal emergency response agencies always rendering aid as needed. This contract will be amended while waiting for a new contract to be approved.

The security services under this contract include security coverage for transit facilities, assets, and areas designated for Transit Operations. This service is required 24 hours a day, 365 days a year to maintain a safe and secure transit system.

FINANCIAL IMPACT:

Funds for this contract are available from the RTA Operational Budget. Operating Account Number: 01-3300-99-7650-161-00-00-00000-00000. SEAL will invoice the agency \$643,091 (estimated funds needed for services through February 28, 2026). The total cost for the extension is not to exceed \$643,091.

NEXT STEPS:

Upon RTA Board approval, staff will submit and process a change order modification to the purchase order.

ATTACHMENTS:

1. Resolution
2. Independent Cost Estimate Summary Form (ICE)
3. Change Order Routing Sheet
4. Change Order Justification
5. Original SEAL Purchase Order
6. Recent SEAL Purchase Order

Prepared By: Ivana C. Butler
Title: Administrative Analyst Safety, Security, and Emergency Management

Reviewed By: Michael J. Smith
Title: Chief Safety, Security, and Emergency Management Officer

Reviewed By: Gizelle Johnson Banks
Title: Chief Financial Officer



9/9/2025

Lona Edwards Hankins
Chief Executive Officer

Date



RESOLUTION NO. _____

STATE OF
LOUISIANA PARISH
OF ORLEANS

AMENDMENT TO THE PREVIOUS SEAL SECURITY CONTRACT TO ALLOW MONTH-TO-MONTH SERVICES FOR TRANSIT SECURITY SERVICES AT VARIOUS NEW ORLEANS REGIONAL TRANSIT AUTHORITY LOCATIONS THROUGHOUT THE CITY OF NEW ORLEANS

Introduced by Commissioner _____, seconded by Commissioner _____.

WHEREAS, the Regional Transit Authority (RTA) executed contract # 2020-009 with Security Experts and Leaders (SEAL) for Transit Security Services on September 7th, 2020; and

WHEREAS, the RTA Board of Commissioners subsequently authorized staff to solicit proposals for a new Transit Security Services provider through Request for Proposals (RFP) # 2023-001; and

WHEREAS, RTA staff convened a technical evaluation committee and evaluated all elements of the submittals in accordance with requirements prescribed by the RTA, Louisiana Public Bid Law and the Federal Transit Administration (FTA); and

WHEREAS, the selected proposal was from Allied Universal Security Corporation; and

WHEREAS, the RTA Board of Commissioners authorized staff to execute a contract with Allied Universal Security Corporation through RFP # 2023-001, however the Procurement process was formally protested; and

WHEREAS, in order to maintain Transit Security Services at existing levels, the RTA Board of Commissioners authorized staff to extend Transit Security Services with SEAL through a series of month-to-month extensions from October 2022 to September 2025;

WHEREAS, SEAL has since been operating on a month-to-month basis; and

WHEREAS, RTA staff have reasonably determined that there is a need to authorize an extension of the current month-to-month agreement for the provision of Transit Security

Services until RTA either secures a new contract or enters into a formal agreement for similar services [“coverage”]; and

WHEREAS, RTA staff have identified the need to issue a new solicitation for Transit Security Services, and that solicitation is currently routing for review and approval; and

WHEREAS, RTA staff have determined that extending the current agreement to February 2026 will allow sufficient time for the Physical Security department to conduct a thorough review, complete the solicitation process, and implement the coverage approach that is best suited to RTA; and

WHEREAS, RTA staff have determined that the extension of Transit Security Services at existing levels will cost approximately SIX HUNDRED FORTY-THREE THOUSAND NINETY-ONE DOLLARS AND ZERO CENTS (\$643,091.00) for this time period; and

WHEREAS, funding is available through RTA Operating Account #1330099.7650.161 for a total cost not to exceed SIX HUNDRED FORTY-THREE THOUSAND NINETY-ONE DOLLARS AND ZERO CENTS (\$643,091.00).

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, authorize the CEO to approve the continuation of transit security services on a month-to-month basis provided by 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 23rd DAY OF SEPTEMBER, 2025.

FRED NEAL
CHAIRMAN
RTA BOARD OF COMMISSIONERS

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/Number: 2020-009

Date of Estimate: 7/28/2025

Description of Goods/Services:

Contract to provide security services, PO #912771

☐ New Procurement

☒ Contract Modification (Change Order)

☐ Exercise of Option

Method of Obtaining Estimate:

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 \$ 643,091

The preceding independent cost estimate was prepared by:

Ivana C. Butler

Name

Ivana C. Butler

Signature

6600 Plaza Drive
Suite 301
New Orleans, LA 70127

Date	Invoice #
7/28/2025	11320

Bill To
Reginonal Transit Authority Michael J Smith Security 2817 Canal ST New Orleans, LA 70119

Ivana Butler
8.6.25

Job Code	P.O. No.	Terms	Due Date
		Net 30	8/27/2025

Service	Hours	Description	Rate	Amount
Security..	24	Security Officer Admin Front Desk 07-21-25 06:00 AM 06:00 AM	22.00	528.00
Security..	24	Security Officer Admin Front Desk 07-22-25 06:00 AM 06:00 AM	22.00	528.00
Security..	24	Security Officer Admin Front Desk 07-23-25 06:00 AM 06:00 AM	22.00	528.00
Security..	24	Security Officer Admin Front Desk 07-24-25 06:00 AM 06:00 AM	22.00	528.00
Security..	24	Security Officer Admin Front Desk 07-25-25 06:00 AM 06:00 AM	22.00	528.00
Security..	24	Security Officer Admin Front Desk 07-26-25 06:00 AM 06:00 AM	22.00	528.00
Security..	24	Security Officer Admin Front Desk 07-27-25 06:00 AM 06:00 AM	22.00	528.00

Thank you for your business.

Total \$3,696.00

Payments/Credits \$0.00

Balance Due \$3,696.00

Phone #
504-248-7174

E-mail	Web Site
thesealgroup@sealsecuritygroup.com	www.sealsecuritygroup.com

6600 Plaza Drive
Suite 301
New Orleans, LA 70127

Date	Invoice #
7/28/2025	11314

Bill To
Reginonal Transit Authority Michael J Smith Security 2817 Canal ST New Orleans, LA 70119

Ivana Butler
8.6.25

			Job Code	P.O. No.	Terms	Due Date
					Net 30	8/27/2025
Service	Hours	Description			Rate	Amount
Canal St Ferry	18.5	Security Officer 07-21-25 05:45AM 12:15 AM			22.00	407.00
Canal St Ferry	18.5	Security Officer 07-22-25 05:45AM 12:15 AM			22.00	407.00
Canal St Ferry	18.5	Security Officer 07-23-25 05:45AM 12:15 AM			22.00	407.00
Canal St Ferry	18.5	Security Officer 07-24-25 05:45AM 12:15 AM			22.00	407.00
Canal St Ferry	18.5	Security Officer 07-25-25 05:45AM 12:15 AM			22.00	407.00
Canal St Ferry	18.5	Security Officer 07-26-25 05:45AM 12:15 AM			22.00	407.00
Canal St Ferry	18.5	Security Officer 07-27-25 05:45AM 12:15 AM			22.00	407.00
Thank you for your business.				Total	\$2,849.00	
				Payments/Credits	\$0.00	
				Balance Due	\$2,849.00	

Phone #
504-248-7174

E-mail	Web Site
thesealgroup@sealsecuritygroup.com	www.sealsecuritygroup.com

6600 Plaza Drive
Suite 301
New Orleans, LA 70127

Date	Invoice #
7/28/2025	11321

Bill To
Reginonal Transit Authority Michael J Smith Security 2817 Canal ST New Orleans, LA 70119

Avana Butler
8.6.25

Job Code	P.O. No.	Terms	Due Date
		Net 30	8/27/2025

Service	Hours	Description	Rate	Amount
Security Officer.	9.42	Security Officer Stationary/Mobile Patrol Money Room 07-21-25 06:30 AM 03:55 PM	22.00	207.24
Security Officer.	8	Security Officer Stationary/Mobile Patrol Money Room 07-22-25 06:30 AM 02:30 PM	22.00	176.00
Security Officer.	8	Security Officer Stationary/Mobile Patrol Money Room 07-23-25 06:30 AM 02:30 PM	22.00	176.00
Security Officer.	8	Security Officer Stationary/Mobile Patrol Money Room 07-24-25 06:30 AM 02:30 PM	22.00	176.00
Security Officer.	8	Security Officer Stationary/Mobile Patrol Money Room 07-25-25 06:30 AM 02:30 PM	22.00	176.00

Thank you for your business.

Total \$911.24

Payments/Credits \$0.00

Balance Due \$911.24

Phone #
504-248-7174

E-mail	Web Site
thesealgroup@sealsecuritygroup.com	www.sealsecuritygroup.com

6600 Plaza Drive
Suite 301
New Orleans, LA 70127

Date	Invoice #
7/28/2025	11315

Bill To
Reginonal Transit Authority Michael J Smith Security 2817 Canal ST New Orleans, LA 70119

Ivana Butler
8.6.25

			Job Code	P.O. No.	Terms	Due Date
					Net 30	8/27/2025
Service	Hours	Description			Rate	Amount
Mobile Security	24	Mobile Security Lake Forest Hub 07-21-25 06:00 AM 06:00 AM			22.00	528.00
Mobile Security	24	Mobile Security Lake Forest Hub 07-22-25 06:00 AM 06:00 AM			22.00	528.00
Mobile Security	24	Mobile Security Lake Forest Hub 07-23-25 06:00 AM 06:00 AM			22.00	528.00
Mobile Security	24	Mobile Security Lake Forest Hub 07-24-25 06:00 AM 06:00 AM			22.00	528.00
Mobile Security	24	Mobile Security Lake Forest Hub 07-25-25 06:00 AM 06:00 AM			22.00	528.00
Mobile Security	24	Mobile Security Lake Forest Hub 07-26-25 06:00 AM 06:00 AM			22.00	528.00
Mobile Security	24	Mobile Security Lake Forest Hub 07-27-25 06:00 AM 06:00 AM			22.00	528.00
Thank you for your business.				Total	\$3,696.00	
				Payments/Credits	\$0.00	
				Balance Due	\$3,696.00	

Phone #
504-248-7174

E-mail	Web Site
thesealgroup@sealsecuritygroup.com	www.sealsecuritygroup.com

6600 Plaza Drive
Suite 301
New Orleans, LA 70127

Date	Invoice #
7/28/2025	11319

Bill To
Reginonal Transit Authority Michael J Smith Security 2817 Canal ST New Orleans, LA 70119

Ivana Butler
8.6.25

			Job Code	P.O. No.	Terms	Due Date
					Net 30	8/27/2025
Service	Hours	Description			Rate	Amount
Security Officer*	24	Security Officer New Orleans East 07-21-25 06:00 AM 06:00 AM			22.00	528.00
Security Officer*	24	Security Officer New Orleans East 07-22-25 06:00 AM 06:00 AM			22.00	528.00
Security Officer*	24	Security Officer New Orleans East 07-23-25 06:00 AM 06:00 AM			22.00	528.00
Security Officer*	24	Security Officer New Orleans East 07-24-25 06:00 AM 06:00 AM			22.00	528.00
Security Officer*	24	Security Officer New Orleans East 07-25-25 06:00 AM 06:00 AM			22.00	528.00
Security Officer*	24	Security Officer New Orleans East 07-26-25 06:00 AM 06:00 AM			22.00	528.00
Security Officer*	24	Security Officer New Orleans East 07-27-25 06:00 AM 06:00 AM			22.00	528.00
Thank you for your business.				Total	\$3,696.00	
				Payments/Credits	\$0.00	
				Balance Due	\$3,696.00	

Phone #
504-248-7174

E-mail	Web Site
thesealgroup@sealsecuritygroup.com	www.sealsecuritygroup.com

6600 Plaza Drive
Suite 301
New Orleans, LA 70127

Date	Invoice #
7/28/2025	11317

Bill To
Reginonal Transit Authority Michael J Smith Security 2817 Canal ST New Orleans, LA 70119

Ivana Butler
8.6.25

Job Code	P.O. No.	Terms	Due Date
		Net 30	8/27/2025

Service	Hours	Description	Rate	Amount
Security Officer .	24	Security Officer Rear Gate 07-21-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer .	24	Security Officer Rear Gate 07-22-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer .	24	Security Officer Rear Gate 07-23-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer .	24	Security Officer Rear Gate 07-24-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer .	24	Security Officer Rear Gate 07-25-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer .	24	Security Officer Rear Gate 07-26-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer .	24	Security Officer Rear Gate 07-27-25 06:00 AM 06:00 AM	22.00	528.00

Thank you for your business.

Total \$3,696.00

Payments/Credits \$0.00

Balance Due \$3,696.00

Phone #
504-248-7174

E-mail	Web Site
thesealgroup@sealsecuritygroup.com	www.sealsecuritygroup.com

6600 Plaza Drive
Suite 301
New Orleans, LA 70127

Date	Invoice #
7/28/2025	11316

Bill To
Reginonal Transit Authority Michael J Smith Security 2817 Canal ST New Orleans, LA 70119

Ivana Butler
8.6.25

Job Code	P.O. No.	Terms	Due Date
		Net 30	8/27/2025

Service	Hours	Description	Rate	Amount
Security ..	24	Security Officer Willow Barn 07-21-25 06:00 AM 06:00 AM	22.00	528.00
Security ..	24	Security Officer Willow Barn 07-22-25 06:00 AM 06:00 AM	22.00	528.00
Security ..	24	Security Officer Willow Barn 07-23-25 06:00 AM 06:00 AM	22.00	528.00
Security ..	24	Security Officer Willow Barn 07-24-25 06:00 AM 06:00 AM	22.00	528.00
Security ..	24	Security Officer Willow Barn 07-25-25 06:00 AM 06:00 AM	22.00	528.00
Security ..	24	Security Officer Willow Barn 07-26-25 06:00 AM 06:00 AM	22.00	528.00
Security ..	24	Security Officer Willow Barn 07-27-25 06:00 AM 06:00 AM	22.00	528.00

Thank you for your business.

Total \$3,696.00

Payments/Credits \$0.00

Balance Due \$3,696.00

Phone #
504-248-7174

E-mail	Web Site
thesealgroup@sealsecuritygroup.com	www.sealsecuritygroup.com



Regional Transit Authority Change Order Routing Sheet

INSTRUCTION: The user department is responsible for providing the information requested below (all parts), securing the requisite signatures, attaching a justification for the change order, and providing a responsibility determination, with pertinent contact information.

Date Created	August 14, 2025
Change Order ID	390

A. Department Representative to participate in procurement process.

Name: BUTLER, IVANA
Title: ADMINISTRATIVE ANALYST PHYSICAL SECURITY
Ext: 8479

B. Contract Information:

Contract Number	2020-009
PO Number	912771
Contract Title	Contract to Provide Security Services at RTA Facilities

Contract-History:

Original Award Value	1008920
Previously Executed Change Order Value	6152541.72
Adjusted Contract Value	7161461.72
Current Change Order Value	643091
Revised Contract Value	7804552.72

C. Justification of Change Order

Security Experts and Leaders (SEAL) will continue to provide transit security services on a month-to-month basis to RTA, as was authorized by the Board of Commissioners on June 25, 2024 through Resolution No. 24-036. At that time, it was anticipated that RTA would develop and implement a physical security deployment strategy (whether in-house or contracted) by May 31, 2025. The Physical Security team began the process of researching and identifying a new security vendor, however, due to the technical complexity of the requirements, which exceeded internal expertise, we were unable to complete the evaluation within the expected timeframe. We are now in the process of engaging with technical consultants to support a new selection, but in the interim, an additional change order is necessary to maintain security services with the current vendor. Staff is requesting an extension of the current services (at existing levels) through February 28, 2026.

D. Type of Change Request: Administrative

E. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant?	
--	--



Are there any amendments pending?	
If yes see explanation (attachments are in the SharePoint folder for this request)	

Director of Grants/ Federal Compliance:
Signature:
Date:

F. Safety, Security, And Emergency Management: Include Standard Safety Provisions Only:

Additional Safety Requirements Attached: false

Chief: Michael J Smith
Signature: Michael J Smith
Date: August 14 2025

Risk Management:

Include Standard Insurance Provisions Only?	<u>No</u>
Include Additional Insurance Requirements Attached ?	<u>false</u>

Risk Management Analyst: Marc L Popkin
Signature: Marc L Popkin
Date: August 15 2025

G. Funding Source:

Independent Cost Estimate (ICE): \$643,091.00

Projected Total Cost: \$643,091.00

Funding Type: Local

Federal Funding	State	Local	Other
		<u>\$643,091.00</u>	
Projected Fed Cost	State	Local	Other
		<u>\$643,091.00</u>	

FTA Grant IDs	Budget Codes
	<u>01-3300-99-7650-161-00-00-00000-00000</u>

Capital Project Approval if required signature ID#:
Dir Capital Projects:
Signature:
Date:



Budget Analyst: **Erin Ghalayini**
Signature: *Erin Ghalayini*
Date: **August 14 2025**

H. Prime firm's DBE/SLDBE Commitment (NOTE: The Prime Firm must be notified by the Project Manager that the DBE Commitment percentage applies to the Total Contract Value after all amendments and change orders.):

DBE % Goal	0
SLDBE % Goal	
SBE % Goal	0

Director of Small Business Development: **Keziah Lee Cawthorne**
Signature: *Keziah Lee Cawthorne*
Date: **August 17 2025**

DBE/EEO Compliance Manager **Keziah Lee Cawthorne**
Signature: *Keziah Lee Cawthorne*
Date: **August 17 2025**

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

Department Head: **Don E. Washington**
Signature: *Don E. Washington*
Date: **August 14 2025**

Chief: **Michael J Smith**
Signature: *Michael J Smith*
Date: **August 14 2025**

Director of Procurement: **Ronald Gerard Baptiste**
Signature: *Ronald Gerard Baptiste*
Date: **August 18 2025**

Required if Total Cost above \$15K
Chief Financial Officer: **Gizelle Johnson-Banks**
Signature: *Gizelle Johnson-Banks*
Date: **August 18 2025**

Required if Total Cost above \$50K
Chief Executive Officer: **Lona Edwards Hankins**
Signature: *Lona Edwards Hankins*
Date: **8/18/2025 3:03 PM**

Justification to Extend Transit Security Service with Security Experts and Leaders (SEAL)

Explanation

Security Experts and Leaders (SEAL) will continue to provide transit security services on a month-to-month basis to RTA, as was authorized by the Board of Commissioners on June 25, 2024 through Resolution No. 24-036. At that time, it was anticipated that RTA would develop and implement a physical security deployment strategy (whether in-house or contracted) by May 31, 2025. The Physical Security team began the process of researching and identifying a new security vendor, however, due to the technical complexity of the requirements, which exceeded internal expertise, we were unable to complete the evaluation within the expected timeframe. We are now in the process of engaging with technical consultants to support a new selection, but in the interim, an additional change order is necessary to maintain security services with the current vendor. Staff is requesting an extension of the current services (at existing levels) through February 28, 2026.

On average, RTA pays \$25,872 to SEAL per week for transit security services. This includes services that were added in September 2022 and August 2023 to provide coverage for the transit hubs implemented with New Links and the Canal Street Ferry Terminal, respectively.

Calculation

With this service agreement, the projected total cost to continue services at current levels through February 28, 2026 is approximately \$643,091. This is the estimated amount needed for services from October 1, 2025, through February 28, 2026, at an average rate of \$25,872/week for 22 weeks. This includes a 3% contingency to help support special events such as festival season, public meetings hosted by RTA, and other ad hoc requests for specialized security services. See calculation, below:

$\$22/\text{hr rate} \times 24 \text{ hrs per day} = \$528 \text{ per day} \times 7 \text{ days} = \3696 weekly

$\$3696 \times 7 \text{ hubs (Willow Barn, Duncan Plaza, Lake Forest, Admin Front Desk, NOLA East, Rear Gate, Money Room)} = \$25,872 \text{ weekly} \times 22 \text{ weeks} = \$569,184$

In August 2022, Canal Street service was added at a rate of \$22/hr. Canal Street service is 114 hrs per week $\times 22 \text{ weeks} = 2,508 \text{ hours} \times \$22/\text{hr} = \$55,176$

Total amount estimated from October 1, 2025, through February 28, 2026: \$624,360

Including the 3% contingency, we estimate needing \$643,091 to cover invoices from October 1, 2025 through February 28, 2026, approximately 22 weeks.

$\$624,360 + 3\% (\$18,731) \approx \$643,091$

Total requested service agreement amount: \$643,091

Regional Transit Authority
INV.: Accounting Dept. (504) 827-8407
TO: 2817 Canal Street
New Orleans, Louisiana 70119

Page - 1
Date - 12/14/21
Order No. - 912771-002
Brn/Plt - 1330099

SECURITY EXPERTS AND LEADERS
6600 PLAZA DRIVE
NEW ORLEANS LA 70127

SHIP REGIONAL TRANSIT AUTHORITY
TO R. Hickman
2817 CANAL STREET
NEW ORLEANS, LA 70119

Ordered - 09/22/20 Vendor No. 8922810 Security Services
Delivery - 09/22/20 Taken By REO #104058
Freight - Default Handling Code PROMISED DELIVERY DATE - 10/22/20

Description / Supplier Item	UM	Unit Cost	Extension
transit security services			
3 years with two 1 year opt	1008920.0000 EA	1.0000 EA	1,008,920.00
Change Order 1			
Non Stock Inventory Purchas	EA	EA	253,240.00
Change Order 1 to add additional funds to cover invoices from sep to dec 2021			

Terms Net 30 Tax Rt Sales Tax Total Order
1,262,160.00


DATE RECEIVED _____
RECEIVED BY _____
CHECKED BY _____
APPROVED BY 

ORDER NUMBER AND
PERSON TO WHOM ADDRESSED
MUST APPEAR ON ALL
PACKAGES AND INVOICES

REGIONAL TRANSIT AUTHORITY
TAX EXEMPT
BY  12/14/21
MANAGER, PURCHASING DEPT.

ANY CONFLICT, DISPUTE, LEGAL PROCEEDING, SETTLEMENT OR OTHER MATTER HAVING A
LEGALLY BINDING IMPACT ON THE PARTIES HERETO SHALL BE RESOLVED PURSUANT TO
THE LAWS AND JURISPRUDENCE OF THE STATE OF LOUISIANA.

INV. DATE	INV. NUMBER	INV. AMOUNT	TAX	FREIGHT	INV. TOTAL

CFO  12/14/21

Purchase Order 912771 Change Order 2

Order	912771
Order Date	01-OCT-2023
Change Order	2
Change Order Date	06-MAR-2024
Revision	2
Ordered	1,105,626.08 USD

Sold To **Regional Transit Authority**
2817 Canal Street
NEW ORLEANS, LA 70119

Supplier **SECURITY EXPERTS AND LEADERS**
6600 PLAZA DRIVE
SUITE 301
NEW ORLEANS, LA 70127

Bill To RTABU
Attn: Accounts Payable
2817 CANAL STREET
NEW ORLEANS, LA 70119
UNITED STATES

Ship To **2817 CANAL STREET
NEW ORLEANS, LA 70119
UNITED STATES**

Notes USD = US Dollar

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	8922810	Net 30			
Confirm To				Deliver To Contact	
Briana Howze				Briana Howze E-mail bhowze@rtaforward.org	

Line	Item	Price	Quantity	UOM	Ordered	Taxable
8	Law Enforce./Physical Sec.	1.00		EA		

Promised	3.34	EA	3.34
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Requested
9/30/23

Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.

Line Total	3.34
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12	Private Security Services	1.00	EA
----	---------------------------	------	----

Promised	280	EA	280.00
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Requested

Purchase Order 912771 Change Order 2

Line	Item	Price	Quantity	UOM	Ordered	Taxable
9/30/23						
Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.						
Line Total					280.00	
13	Private Security Services	1.00		EA		
Promised 330,278.74 EA 330,278.74						
Requested 9/30/23						
Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.						
Line Total					330,278.74	
14	Private Security Services	1.00		EA		
Promised 15,048 EA 15,048.00						
Requested 9/30/23						
Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.						
Deliver To Contact Shaun Temple						
Line Total					15,048.00	
16	SEAL Security Services Ref. PO 912771	760,016.00				
Ship To Attn: Accounts Payable 2817 CANAL STREET NEW ORLEANS, LA 70119 UNITED STATES						
Promised					760,016.00	
Requested 2/28/24						
Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.						
Deliver To Contact Ivana Butler						
Line Total					760,016.00	
Total					1,105,626.08	



Purchase Order 912771, Change Order 2

Supplier Details:

Company SECURITY EXPERTS AND LEADERS
Contact
Address 6600 PLAZA DRIVE
SUITE 301
NEW ORLEANS, LA 70127

Submit your response to:

Company Regional Transit Authority
Contact Briana Howze
Address 2817 Canal Street
NEW ORLEANS, LA 70119
Phone
Fax
E-mail bhowze@rtaforward.org

This document has important legal consequences. The information contained in this document is proprietary of Regional Transit Authority. It shall not be used, reproduced, or disclosed to others without the express and written consent of Regional Transit Authority.

This amendment supersedes the agreement 912771 and all its prior modifications. This agreement can be changed only by a signed agreement between the affected parties.

add additional funds.

The parties hereto have read and executed this contract modification as of the _____ day of _____, _____.



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 25-114

Board of Commissioners

Cooperative Endeavor Agreement (CEA) Between the RTA and the following entities: Sunstar Gate, Treme for Treme, and New Orleans Four LLC

DESCRIPTION: To enter into a Cooperative Endeavor Agreement for a New Orleans Four Commemorative Bus Wrap	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:

To authorize the Chief Executive Officer to execute a CEA between the New Orleans Regional Transit Authority, and the following entities: Sunstar Gate, Treme for Treme, and New Orleans Four LLC. The sponsors will all create content, branding and provide materials necessary for a full bus wrap commemorating the 65th anniversary of the New Orleans Four on one (1) RTA bus. The agreement will be thirty-six (36) months from the date of wrap installation, with the possibility of an extension for a maximum of five (5) years. The RTA will have no financial obligation under the agreement. Sponsors will be responsible for any costs or fees associated with the bus wrap.

ISSUE/BACKGROUND:

The RTA has entered into CEAs and partnerships as part of our Art Bus program that highlights culturally significant contributions to the New Orleans community. This Agreement establishes the roles, responsibilities, and commitments of the parties to design, produce, and install a full bus wrap honoring the New Orleans Four, to be unveiled in November 2025 as part of the **New Orleans Four Commemoration Collaboration**.

DISCUSSION:

The sponsors will ensure the following project milestones are met:

1. Artwork Approval: October 1, 2025
2. Wrap Installation: October 29, 2025
3. Unveiling Event: November 2025

Sunstar, Treme for Treme, and New Orleans Four LLC will present a series of activations to be held in November 2025 commemorating the 65th anniversary of the New Orleans Four. As part of this activation, the parties will design and pay for the installation of a bus wrap that will be launched during the commemoration.

RTA will be included in all promotional activities.

FINANCIAL IMPACT:

The estimated cost is \$6,750.00 for printing and installation, which will be absorbed by Treme for Treme and New Orleans Four LLC.

RTA will forego approximately \$2,500 per month in potential advertising revenue for the 36-month run period.

NEXT STEPS:

Upon approval, the CEA will be executed establishing a minimum thirty-six-month run of the wrap. Our advertising agency, Vector Media, will manage the installation and removal process.

ATTACHMENTS:

1. Resolution
2. CEA

Prepared By: Angele Young
Title: Director of Marketing

Reviewed By: Kelder M. Summers
Title: Chief External Affairs Officer

Reviewed By: Tracy Tyler
Title: Chief Legal Officer

Reviewed By: Gizelle Banks
Title: Chief Financial Officer



9/9/2025

Lona Edwards Hankins
Chief Executive Officer

Date



Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6307

RESOLUTION NO. (LEAVE BLANK) _____
FILE ID NO. _____

STATE OF LOUISIANA
PARISH OF ORLEANS

**TO APPROVE THE COOPERATIVE ENDEAVOR AGREEMENT
FOR: NEW ORLEANS FOUR TRIBUTE BUS WRAP**

Introduced by Commissioner _____, seconded by Commissioner _____.

WHEREAS, the RTA has the authority to enter into a Cooperative Endeavor Agreement with Sunstar Gate, Treme for Treme, and New Orleans Four LLC for a Commemorative Art Bus wrap for a period of 36 months and in conjunction with the New Orleans Four 65th Anniversary;

WHEREAS, This agreement aligns with the agency's existing Art Bus program;

WHEREAS, The parties, Treme for Treme, and New Orleans Four LLC, shall pay \$6,750.00 for printing and installation through our third-party vendor, Vector Media;

WHEREAS, The agreement is established for 36 months but **NOT TO EXCEED FIVE YEARS**, so as not to incur additional advertising expenses;

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 approve this Cooperative Endeavor Agreement with Sunstar Gate, Treme for Treme, and New Orleans Four LLC.

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 23rd DAY OF SEPTEMBER, 2025.

**CHAIRMAN
RTA BOARD OF COMMISSIONERS**

COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
THE NEW ORLEANS REGIONAL TRANSIT AUTHORITY
AND
SUNSTAR GATE PRODUCTIONS, LTD., NEW ORLEANS FOUR LLC, and TREME
FOR TREME

NEW ORLEANS FOUR BUS WRAP

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is entered into by and between the New Orleans Regional Transit Authority, represented by Lona Edwards Hankins, CEO (the “**RTA**”), and the following entities, collectively referred to herein as the “**Sponsors**”:

- **Sunstar Gate Productions, LTD** – Diedra Meredith, President/CEO
- **New Orleans Four LLC** – Gail Etienne, President/CEO
- **Treme For Treme** – Cyril B. Saulny, President

(each individually a “**Party**” and collectively the “**Sponsors**”). The Agreement is effective as of the date of execution by the RTA (the “**Effective Date**”).

RECITALS

WHEREAS, the RTA is a political subdivision of the State of Louisiana;

WHEREAS, the Sponsors wish to collaborate with RTA on a commemorative cultural project recognizing the 65th Anniversary of the New Orleans Four;

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, the RTA may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes;

WHEREAS, the RTA has the authority to enter into this Agreement as evidenced by its governmental purpose to plan, design, lease as lessee, purchase, acquire, hold, own, construct, improve, have an equity in, finance, maintain, and administer a transit system within the metropolitan area;

WHEREAS, RTA and Sponsors desire to accomplish a valuable public purpose by

promoting public transportation, enhancing community engagement, and furthering cultural and economic development within Orleans Parish; and

WHEREAS, Sponsors will collaborate with RTA in advancing transit initiatives, including but not limited to marketing, branding, cultural programming, and community outreach associated with the New Orleans Four project;

WHEREAS, Vector Media holds exclusive advertising rights on RTA vehicles, but this project is expressly recognized as a **commemorative cultural/art installation**, not a commercial advertising campaign; and Vector Media's role shall be limited to acting as the designated vendor for production and installation.

NOW THEREFORE, the RTA and Sponsors, each having the authority to do so, agree as follows:

ARTICLE I – SPONSORS OBLIGATIONS

A. Sponsors shall:

1. Provide all creative content, branding, and materials necessary for a full wrap on one (1) RTA New Flyer XDE 40-foot bus (**EXHIBIT A**).
2. Create a full bus wrap design meeting all required technical specifications. Artwork must be delivered in production-ready, high-resolution format (Adobe Illustrator or Photoshop preferred), consistent with the template provided by Vector Graphics.
3. Cause to be produced a vinyl bus wrap meeting RTA requirements, both with regards to the image(s) on the wrap as well as the material of the wrap itself.
4. Bear all costs for the creation, production, installation, and removal of the wrap (**EXHIBIT B**).
5. Obtain any licensing or images rights associated with the design used for the bus wrap.
6. Coordinate with Vector Graphics of Metairie, Louisiana on installation of the wrap.

B. Sponsors acknowledge that final approval authority for any wrap associated with this Agreement is subject to RTA approval.

C. Project Milestones (EXHIBIT C). Sponsors will ensure the following milestones are met for this project:

1. Artwork Approval: October 1, 2025
2. Wrap Installation: October 29, 2025
3. Unveiling Event: November 2025

ARTICLE II - THE RTA OBLIGATIONS

A. RTA will:

1. Provide access to an RTA bus fleet vehicle designated for this project for implementation of the project.
2. Provide the specification sheet for the New Flyer 40-foot Xcelsior bus wrap.
3. Timely review, if acceptable approve, and oversee all artwork and branding designs to ensure compliance with RTA policies, Title VI obligations, and FTA regulatory requirements.
4. Coordinate scheduling of vehicle use to minimize operational disruption.
5. Maintain and repair the wrap for 36 months, provided RTA may unilaterally extend this period at its sole discretion. Maintenance and repair during this time shall be at RTA's sole cost. If the bus is irreparably damaged, the wrap shall be installed on a replacement bus for the duration of the agreed-upon time period.
6. Remove the wrap at the conclusion of the agreed-upon term.

- B.** RTA will have no obligation for any payment or funds associated with any work done or undertaken by Sponsors or any of their contractors or subcontractors.

ARTICLE III – NO COMPENSATION

A. No Compensation. RTA shall have no financial obligation under this Agreement. Sponsors are responsible for any costs, fees, or other monetary amounts due as a result of any aspect of the design, production, installation, or removal of the bus wrap associated with this Agreement.

ARTICLE IV - DURATION AND TERMINATION

A. Term. The term of this Agreement shall be three (3) years from the date of installation of the wrap, with the option for RTA, at its sole discretion, to extend the term at its pleasure.

B. Termination for Convenience. RTA may terminate this Agreement at any time during the term of the Agreement by giving Sponsors written notice of the termination at least 30 calendar days before the intended date of termination.

C. Termination for Cause. RTA may terminate this Agreement immediately for cause by sending written notice to Sponsors. “Cause” includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

ARTICLE V - INDEMNITY

A. In General. To the fullest extent permitted by law, Sponsors will indemnify, defend, and hold harmless RTA, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the “**Indemnified Parties**”) from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property, or for breach of any copyright, trademark, patent or related intellectual property loss or damage arising from or relating to any act or omission or the operation of Sponsors, its agents or employees while engaged in or in connection with the discharge or performance of any services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to any respective party in connection with the performance of work under this Agreement.

B. Limitation. Sponsors’ indemnity does not extend to any loss arising from the negligence, gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither Sponsors nor any of its agents or employees contributed to such gross negligence or willful misconduct.

C. Independent Duty. Sponsors have an immediate and independent obligation to, at the RTA’s option: (a) defend the RTA from or (b) reimburse the RTA for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) Sponsors is ultimately absolved from liability.

D. Expenses. Notwithstanding any provision to the contrary, Sponsors shall bear the expenses including, but not limited to, RTA's reasonable attorney fees and expenses, incurred by RTA in enforcing this indemnity.

ARTICLE VI – INSURANCE

- A. To protect RTA against liability in connection with, or resulting from the carrying out of this contract, Sponsors shall provide, before the work is commenced hereunder, and shall at all times during the life of the contract, carry at the expense of Sponsors, with a reliable insurance company approved to do business in the State of Louisiana, all insurance required by local, state or federal laws should there be any such requirement(s). The Contractor shall deliver to RTA a Certificate(s) of Insurance evidencing same.
- B. During the term of this Agreement, Sponsors shall obtain and maintain the following types and amounts of insurance. Sponsors shall furnish to RTA Certificate(s) of Insurance evidencing coverage for the following lines of insurance, including policy numbers, effective and expiration dates, with minimum limits as follows.
 - 1. Worker’s Compensation Insurance as required by applicable Louisiana law, with Statutory Limits and Employers’ Liability Insurance limits of no less than \$1,000,000 per accident for bodily injury or disease;
 - 2. Automobile Liability Insurance in the amount of \$1,000,000 per accident for bodily injury and property damage; and

- 3. Commercial General Liability Insurance in the amount of \$2,000,000 per occurrence, with RTA named as an additional insured under the policy.

ARTICLE VII - NON-DISCRIMINATION

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, Sponsors (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that Sponsors' employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, Sponsors will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the RTA working with Sponsors in any of Sponsors' operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Sponsors. Sponsors agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. Incorporation into Subcontracts. Sponsors will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

D. Termination for Breach. The RTA may terminate this Agreement for cause if Sponsors fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE VIII - INDEPENDENT CONTRACTOR

A. Independent Contractor Status. Sponsors is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the RTA and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the RTA.

B. Exclusion of Worker's Compensation Coverage. The RTA will not be liable to Sponsors, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or

coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by Sponsors will not be considered an employee of the RTA for the purpose of Worker's Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. Sponsors, as independent contractors, are being hired by the RTA under this Agreement for hire and defined in La. R.S. 23:1472(12)(E) and neither Sponsors nor anyone employed by it will be considered an employee of the RTA for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by Sponsors, because: (a) Sponsors has been and will be free from any control or direction by the RTA over the performance of the services covered by this contract; (b) the services to be performed by Sponsors are outside the normal course and scope of the RTA's usual business; and (c) Sponsors has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. Waiver of Benefits. Sponsors, as an independent contractor, will not receive from the RTA any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the RTA under this Agreement.

ARTICLE IX- FORCE MAJEURE

A. Event. An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the RTA at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by RTA); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of RTA, provided such event was not caused by the negligence or misconduct of RTA, by the failure of RTA to comply with applicable laws, or by the breach of this Agreement.

B. Notice. To seek the benefit of this Article, the RTA must provide notice in writing to Sponsors stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended.

C. Effect.

1. Upon the occurrence of a Force Majeure event, for which the RTA has provided required notice, the RTA may, at its sole discretion:
 - a. Suspend this Agreement for a duration to be set by the RTA, not to exceed 90 days. During such time of suspension, Sponsors will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, Sponsors must take all commercially reasonable actions to mitigate

against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the RTA; or

- b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Sponsors and without any further compensation due.
2. Notwithstanding Section C (1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE X - NOTICE

A. In General. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the RTA:

Chief Executive Officer
2817 Canal Street
New Orleans, Louisiana 70119

&

Chief Legal Officer
2817 Canal Street
New Orleans, Louisiana 70119

2. To The Sponsors:

**Treme for Treme:
President & Co-Founder
Cyril B. Saulny
1422 Kelerec St.
New Orleans, Louisiana 70116**

&

**New Orleans Four LLC.
President & CEO
Gail Etienne
4955 West Napoleon Ave. Suite #3065
Metairie, Louisiana 70001**

B. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. Notification of Change. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE XI - ADDITIONAL PROVISIONS

A. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

B. Assignment. This Agreement and any part of the Sponsors' interest in it are not assignable or transferable without the RTA's prior written consent.

C. Choice of Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

D. Construction of Agreement. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by Sponsors, shall be construed, and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Sponsors. No term of this Agreement shall be construed or resolved in favor of or against the RTA or Sponsors on which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

E. Employee Verification. Sponsors swears that (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to Sponsors a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination and may further result in Sponsors being ineligible for any public contract for a period of 3 years from the date the violation is discovered. Sponsors further acknowledges and agrees that it shall be liable for any additional costs incurred by the RTA occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. Sponsors will provide the RTA with a sworn affidavit attesting to the above provisions if requested by the RTA. The RTA may terminate this Agreement for cause if Sponsors fails to provide such the requested affidavit or violates any provision of this paragraph.

F. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between Sponsors. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this

Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

G. Exhibits. The following exhibits will be and are incorporated into this Agreement:

1. **Exhibit A** – Artwork Specifications
2. **Exhibit B** – Printing & Installation Costs
3. **Exhibit C** – Timeline
4. **Exhibit D** – Rendering

H. Jurisdiction. Sponsors consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of Sponsors.

I. Limitations of the RTA 's Obligations. The RTA has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

J. No Expectation of Benefit or Special Treatment. Sponsors swears that, as a result of the donation of the services or funds that are the subject of this Agreement or otherwise, it has no expectation of benefit or special treatment with regard to other contracts or potential contracts with RTA.

K. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of Sponsors and Sponsors expressly disclaim any intent to benefit anyone not a party to this Agreement.

L. Non-Exclusivity. This Agreement is non-exclusive, and the RTA may provide services to other clients, subject to the RTA's approval of any potential conflicts with the performance of this Agreement and the RTA may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

M. Non-Solicitation Statement. Sponsors has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. Sponsors has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

N. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

O. Ownership of Records. Upon final payment, all data collected and all products of

work prepared, created or modified by Sponsors in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding Sponsors' personnel and administrative records and any tools, systems, and information used by Sponsors to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of RTA and the RTA will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the RTA's name. No Work Product may be reproduced in any form without the RTA's express written consent. The RTA may use and distribute any Work Product for any purpose the RTA deems appropriate without the Sponsors' consent and for no additional consideration to the Sponsors.

P. Prohibition of Financial Interest in Agreement. No official or employee of the RTA shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the RTA shall be deemed to be a financial interest of such elected official or employee of the RTA. Any willful violation of this provision, with the expressed or implied knowledge of Sponsors, shall render this Agreement voidable by the RTA and shall entitle the RTA to recover, in addition to any other rights and remedies available to the RTA, all monies paid by the RTA to Sponsors pursuant to this Agreement without regard to the Sponsors' otherwise satisfactory performance of the Agreement.

Q. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

R. Remedies Cumulative. No remedy set forth in the Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

S. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part of the Agreement.

T. Survival of Certain Provisions. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

U. Terms Binding. The terms and conditions of this Agreement are binding on any heirs,

successors, transferees, and assigns.

ARTICLE XII – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

ARTICLE XIII - ELECTRONIC SIGNATURE AND DELIVERY

Sponsors agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the RTA and Sponsors, through their duly authorized representatives, execute this Agreement.

REGIONAL TRANSIT AUTHORITY

BY: _____
LONA EDWARDS HANKINS, CHIEF EXECUTIVE OFFICER

Executed on this _____ of _____, 202__

SPONSORS

BY: _____
NAME AND TITLE (SUNSTAR GATE)

FEDERAL TAX I.D.

BY: _____
NAME AND TITLE (NEW ORLEANS FOUR LLC)

FEDERAL TAX I.D.

BY: _____
NAME AND TITLE (TREME FOR TREME)

FEDERAL TAX I.D.

The following Exhibits are attached hereto and incorporated by reference.

EXHIBIT A – Artwork Specifications

- Bus model: **New Flyer 40’ Xcelsior**.
- Artwork must be production-ready, high-resolution (Adobe Illustrator or Photoshop).
- Artwork must conform to template provided by **Vector Graphics**.

Exhibit B – Printing & Installation Costs

- Total cost: **\$6,750.00.**
- Includes vinyl production, shipping, and professional installation.
- Materials shipped to:

Vector Graphics
3613 Hessmer Ave.
Metairie, LA 70002

Exhibit C – Timeline

- **October 1, 2025** – Final artwork approval.
- **October 29, 2025** – Wrap installation complete.
- **November 2025** – Public unveiling as part of the New Orleans Four Commemoration Collaboration.

Exhibit D – Rendering

- A preliminary rendering of the commemorative wrap will be provided by the artist(s) no later than **October 1, 2025**.
- Rendering to be included in Board report and final approval packet.



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 25-115

Board of Commissioners

Contract Award to Vector Media Holding, Corp for Exclusive Advertising Rights

DESCRIPTION: To award a contract to establish exclusive advertising rights	AGENDA NO: Click or tap here to enter text.
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ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other

RECOMMENDATION:

To authorize the Chief Executive Officer to execute a contract for Exclusive Advertisement Rights awarded to Vector Media Holding, Corp. for a five (5) year term, with a three-year base and with two one-year options to renew. The awarding of this contract will generate revenue for the agency.

ISSUE/BACKGROUND:

The New Orleans Regional Transit Authority (RTA) first entered into an agreement for exclusive right to sell advertising on all RTA shelters with Laurel New Orleans, LLC in April 2008 with an initial term of five years, upon completion of an open solicitation process. In November 2011 the RTA, upon completion of an open Request for Qualifications (RFQ) process, entered into an agreement for the exclusive right to market advertising space on RTA buses and streetcars with Laurel New Orleans, LLC, for an initial term of five years. In 2018 upon completion of an open RFQ process Laurel was awarded the contract for Exclusive Rights to Advertise on RTA buses, streetcars, and ferries. Vector Media Holding, Corp. purchased Laurel in May 2019. Vector assumed the previous contract which was executed from January 2018 through December 2022. The contract extension covered the period between January 1, 2023, through August 31, 2023, and thereafter would continue a month-to-month basis, see attachments.

A new contract solicitation was initiated, and a Request for Proposal (RFP) was issued on May 5, 2025, for the acquisition of a vendor and new contract. Staff evaluated all elements of the bid per requirements prescribed by the RTA, Louisiana Public Bid Law, and the Federal Transit Administration.

Staff evaluated all cost components submitted by the vendors and determined the price to be fair and reasonable; and a technical evaluation was conducted Thursday, July 31, 2025, at 10:00 am. The technical evaluation resulted in scoring in favor of Vector Media.

DISCUSSION:

The vendor will market and sell RTA-owned advertising space and maintain business continuity for the operation, advertising shelter maintenance, and support of the RTA's Transit Advertising program under the management and as directed by the RTA Marketing Department.

FINANCIAL IMPACT:

This action will generate operating revenue for RTA. Under the contract, the Advertising Contractor must pay a Minimum Annual Guarantee (MAG) to RTA, remitted monthly at 1/12 of the MAG, plus 60% of gross advertising revenue above the MAG paid at year-end after reconciliation. This is an increase in revenue up from RTA's previous contract revenue share of 52%.

Historic advertising billings were \$2,759,687 gross/ \$1,435,037 net (2022), \$2,148,339 gross/ \$1,117,136 net (2023), and \$2,171,817 gross/ \$1,112,345 net (2024) and are provided for context; the actual MAG and revenue share will be established through the award and negotiated terms. The dip in revenue from year 2022 to year 2023 is due to the limitation of advertising allowed on the bus fleet at that time. No advertising was allowed on the newer purple bus fleet. In 2024, the RTA established a practice allowing ads to be placed on the new purple bus fleet and further allowing 20% of the new bus fleet and 35% of the older white bus fleet to be utilized by the vendor to place full bus wraps.

Revenues will be recognized in the Operating Budget. No local expenditure is required for advertising operations contemplated here; the Contractor bears routine costs for advertising-shelter cleaning, maintenance/repairs, and illumination, with limited, pre-approved reimbursement only when performing repairs on non-advertising RTA shelters (which may be offset against fees due).

NEXT STEPS:

Upon approval, a contract will be drafted and executed for Exclusive Advertisement Rights to Vector Media Holdings, Corp, establishing a five-year agreement with a three-year base and with two one-year options to renew. The contract will be implemented following the Board's approval.

ATTACHMENTS:

1. Resolution Exclusive Advertisement Rights
2. Vector Media Proposal
3. Procurement Summary - RFP 2025-017
4. Public Notice/ RFP - 2025-017
5. Addendum 1 - RFP- 2025-017
6. Executed Contract 2008 - Laurel Communications
7. Executed Contract 2018 - Laurel Communications
8. Contract Extension Letter 2022
9. Amendment to Extend Maintenance - Super Bowl 2024

Prepared By: Angele Young Boutte
Title: Marketing Director

Reviewed By: Kelder Summers
Title: Chief External Affairs Officer

Reviewed By: Gizelle Banks
Title: Chief Financial Officer



9/8/2025

Lona Edwards Hankins
Chief Executive Officer

Date



RESOLUTION NO. _____
FILE ID NO. _____

STATE OF LOUISIANA
PARISH OF ORLEANS

**AUTHORIZATION TO AWARD
A CONTRACT WITH VECTOR MEDIA HOLDING, CORP. FOR EXCLUSIVE
ADVERTISEMENT RIGHTS ON RTA BUSES, STREETCARS, FERRIES, SHELTERS
AND PROPERTIES INCLUDING SHELTER MAINTENANCE.**

Introduced by Commissioner _____, seconded by Commissioner _____.

WHEREAS, the Regional Transit Authority (RTA) requires systemwide transit advertising operations and bus stop shelter maintenance to support safe, reliable and equitable transit service across Orleans Parish; and

WHEREAS, RTA staff recommends award to Vector Media Holding, Corp. for a term of five years with a three-year base and with two, one-year options to renew, to deliver Transit Advertising Programming on RTA buses, streetcars, ferries, shelters, and properties consistent with RTA procurement guidelines to generate transit advertising revenue; and

WHEREAS, the New Orleans Regional Transit Authority (RTA) after a public solicitation process first entered into an agreement for exclusive right to sell advertising on all RTA Shelters only with Laurel New Orleans, LLC in April 2008 with a term of five years. Additionally, the exclusive rights to sell advertising on RTA buses and streetcars was executed under an agreement between RTA and Verifone during this period in 2008.

WHEREAS, in November 2011, upon completion of a public bid Request for Qualifications (RFQ) process for the right to market advertising space on buses and streetcars, RTA entered into an agreement for the exclusive right to market advertising space on RTA buses and streetcars with Laurel New Orleans, LLC, for a term of five years.

WHEREAS, in 2018 upon completion of a public bid RFQ process for Exclusive Rights to Advertise on RTA buses, streetcars, shelters, and ferries Laurel New Orleans, LLC was awarded the contract for a term of five years.

WHEREAS, Vector Media Holding, Corp. purchased Laurel New Orleans, LLC in May 2019. Vector assumed the previous contract which was executed from January 2018 through December 2022. The contract extension covered the period between January 1, 2023, through August 31, 2023, and thereafter would continue a month-to-month basis; and

WHEREAS, the proposed action advances RTA's Strategic Mobility Plan (SMP) and related agency initiatives by improving rider experience, strengthening fiscal sustainability, enhancing safety and cleanliness, expanding access, and supporting targeted marketing/outreach;

WHEREAS, RTA's Transit Advertising program generates operating revenue for the RTA with \$1,435,037 net (2022), \$1,117,136 net (2023), and \$1,112,345 net (2024); and

WHEREAS, there was a dip in advertising revenue from year 2022 to year 2023 as advertising was not allowed on the newer purple bus fleet as those new vehicles were entered into service. In 2024 RTA established a process allowing various ad types to be placed on the new purple bus fleet and further allowing 20% of the new bus fleet and 35% of the older white bus fleet to be utilized by the vendor to place full bus ad wraps.

WHEREAS, this action will generate operating revenue for RTA and under the contract, the Advertising Contractor will pay a Minimum Annual Guarantee (MAG) to RTA, remitted monthly at 1/12 of the MAG, plus 60% of gross advertising revenue above the MAG paid at year-end after reconciliation. This is an increase in revenue up from RTA's previous contract revenue share split of 52%. The anticipated net revenue for the initial contract year is \$1,750,000 (2026).

WHEREAS, staff evaluated all elements of the bid in accordance with requirements provided by the RTA, Louisiana Public Bid Law, and Federal Transit Administration.

WHEREAS, Staff published the Request for Proposals (RFP) No. 2025-017 Public Notice in The Advocate, on RTA's website, & RTA's Procurement site beginning 5/5/2025 and the proposal submittal deadline was 6/6/2025 at 1:00pm.

WHEREAS, Four (4) proposals were received. One (1) proposal received was determined unresponsive. A technical evaluation was conducted Thursday, July 31, 2025 at 10:00am.

WHEREAS, staff evaluated all pricing components submitted by the vendor and determined the proposal to be reasonable and fair; and Vector Media Holding, Corp. is recommended for award and has been determined to be responsible and responsive.; and

WHEREAS, this will establish a revenue contract with Minimum Annual Guarantee (MAG) to RTA, remitted monthly at 1/12 of the MAG, plus 60% of gross advertising revenue above the MAG paid at year-end after reconciliation, for five (5) years initial term, with a three-year base and with two, one-year options to renew.

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 award/execute a contract for the Exclusive Advertisement Rights on RTA buses, streetcars, ferries, shelters, and properties including shelter maintenance with Vector Media Holding, Corp.

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 _23_th DAY OF SEPTEMBER, 2025.

CHAIRMAN
RTA BOARD OF COMMISSIONERS

PROCUREMENT SUMMARY - RFP 2025-017

REQUIREMENTS

Board approval is required for this solicitation for Exclusive Advertisement Rights.
There was a DBE goal of 24.35% established for this solicitation per the RTA Routing Sheet.

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; an award will be made to the lowest responsible/responsive bidder. Therefore, the RFP method of solicitation is selected as the method of procurement.

SOLICITATION

Request for Proposals (RFP) No. 2025-017 Public Notice was published in The Advocate, on RTA's website, & RTA's Procureware site beginning 5/5/2025.

RFP SUBMITTAL

The proposal submittal deadline was 6/6/2025 at 1:00pm.
Leah LeBlanc handled the receipt of all submissions. Four (4) proposals were received.

DETERMINATION

Three (3) proposals were responsive, and one (1) proposal was determined nonresponsive.

SUBMITTAL ANALYSIS

Respondents

Adposure, Inc
Lamar Transit, LLC
Vector Media Holding Corp
Creativity Justified

RESPONSIVENESS

Responsive
Responsive
Responsive
Nonresponsive

SUMMARY

An Administrative Review Form was prepared by Leah LeBlanc, Contract Administrator.

A technical evaluation was conducted on Thursday, July 31, 2025, at 10:00 am. The evaluation committee consisted of the following:

Angele Young
Ryan Moser
Lucien Dolliole

The final combined scores for the technical evaluation are as follows:

Adposure	152
Lamar Transit LLC	223
Vector Media Holding, Corp.	283

Vector Media Holding, Corp. is recommended for award and has been determined to be responsible and responsive.

REGIONAL TRANSIT AUTHORITY

PUBLIC NOTICE

RFP 2025-017 EXCLUSIVE ADVERTISEMENT RIGHTS

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.

This addendum serves to establish new proposal submission deadline, and answer vendor questions.

The new proposal submission deadline is 1:00 p.m. CST. Friday, June 6, 2025.

1. Can RTA please provide clarification on what RTA is asking for in Section 18.2? For example, is RTA asking us to provide information about app engagement rates for its own app and conduct surveys measuring rider perceptions of ads on RTA's buses in advance of this RFP? How would respondents measure compliance rate with local advertising ordinances and RTA's branding and safety requirements as part of this RFP response?

Response: RTA does not request current app engagement data or pre-existing rider perception surveys in response to this RFP. Instead, we're asking proposers to outline their plan for measuring the effectiveness of future advertising campaigns placed through this contract. That includes identifying the metrics they intend to track (like impressions or engagement), how they'll evaluate rider exposure and response, and what tools or methods they'll use to report those results back to RTA.

We are also asking for a proposed approach to ensure all ads comply with local ordinances, safety protocols, and RTA's branding guidelines. This should include a plan for monitoring, internal approvals, and any enforcement tools they'd use to stay in compliance throughout the campaign.

2. In section 18.1 "Proposal Structure", there are items that are requested in multiple locations, such as the requested information pertaining to audits under the "Required Reports and Audit Information" and "Financial Audits". Would RTA allow for the requested information to be provided in one section as opposed to repeating the same information twice in separate sections?

Response: Yes, proposals can include information in one section.

3. Can RTA provide context and details for the reasoning behind canceling the previous RFP for the Exclusive Advertisement Rights (RFP 2025-004)?

Response: As stated in section 1.7 of the RFP document, RTA reserves the right to cancel Requests for Proposals in whole or in part so long as the cancellation is in the best interest of RTA. The previous solicitation did not receive an adequate number of responsive proposals to conduct a fair evaluation.

AGREEMENT

THIS AGREEMENT made and entered into this 18 day of April, 2008,
by and between the Regional Transit Authority, hereinafter referred to as "RTA" and
Laurel New Orleans, LLC, a Louisiana limited liability company herein referred to as the
"Company" with principal offices located at 5809 Citrus Blvd., Suite 200, New Orleans,
Louisiana 70123.

WITNESSETH

WHEREAS, there exists in the City of New Orleans a need for shelters for its
citizens; and

WHEREAS, Company is willing to construct, erect, install, repair and maintain
certain shelters at its own expense in return for the exclusive right to sell advertising on
those shelters;
and

WHEREAS, the RTA owns approximately 32 serviceable advertising shelters and
has obtained grant funding to construct approximately 107 new shelters;
and

WHEREAS, Company is willing to manage the process of constructing,
installing, repairing, and maintaining the RTA's shelters in return for the right to sell
advertising on those shelters and the RTA's existing owned shelters;

NOW THEREFORE, in consideration of the mutual promises and agreements
contained herein, the parties hereto agree as follows:

1. Agreement: The Company hereby agrees to purchase, erect, and install 26
shelters (the "Company shelters"), in return for the right to display advertising material

thereon, in accordance with and subject to the terms and conditions of this Agreement. The Company further agrees to erect and install approximately 107 shelters to be funded by and owned by the RTA (the "RTA shelters"), in return for the right to display advertising material thereon, in accordance with and subject to the terms and conditions of this Agreement. The Company will also have the right to sell advertising on the RTA's existing shelters until such shelters are replaced.

2. Fees: The Company will pay fees to the RTA according to the following provisions:

a) Fee for RTA shelters: The Company shall pay to the RTA a fee equal to 20% of its monthly RTA Net Revenue as defined below, payable as hereinafter provided. Once the RTA Net Revenue exceeds \$300,000 on a cumulative basis during any calendar year, the monthly fee will increase to 40% of the monthly RTA Net Revenue for the balance of that calendar year. The fee will revert to 20% of the RTA Net Revenue at the beginning of each calendar year.

For the purpose of this Agreement, RTA Net Revenue is defined as all advertising revenue, net of agency commissions, received and collected directly or indirectly by the Company, its affiliates, subsidiaries, parent or any person in which the Company has a financial interest for advertising placed on the RTA shelters during any period included within the term of this Agreement plus advertising revenue received and collected for advertising placed on the RTA's existing shelters. The RTA Net Revenue will be calculated before any deductions other than advertising agency commissions or any taxes or service charges of the City, State or other governmental unit collected by the Company on behalf of said governmental unit.

b) Fee for Company shelters: The Company shall pay monthly to the RTA a fee equal to \$20 per Company shelter in service for at least 20 days during that month. In addition, the Company will pay the RTA an annual fee equal to 30% of the excess of the Company Net Revenue for the calendar year over the Base Annual Advertising Amount.

For the purpose of this agreement, Company Net Revenue is defined as all advertising revenue, net of agency commissions, received and collected directly or indirectly by the Company, its affiliates, subsidiaries, parent or any person in which the Company has a financial interest for advertising placed on the Company shelters during any period included within the term of this Agreement. The Company Net Revenue will be calculated before any deductions other than advertising agency commissions or any taxes or service charges of the City, State or other governmental unit collected by the Company on behalf of said governmental unit.

The Base Annual Advertising Amount is defined for any calendar year as the greater of a) \$114,000 or b) the product of \$4,380 and the average number of Company shelters in service during that calendar year. Such average will be calculated by adding the number of shelters in service on the 20th day of each month and dividing such sum by 12.

3. Construction of Shelters: The Company expressly covenants that the said shelters will be constructed in accordance with the requirements of the National Electric Code, the City of New Orleans Building Code, all applicable codes and ordinances of the City of New Orleans, and the shelter specification as outlined in Attachment I. All shelters shall be constructed so as to be accessible to handicapped persons.

(a) The Company shall use its best efforts to construct the 26 Company shelters within one year after the effective date of this Agreement.

(b) The Company will serve as the RTA's Contractor to manage the process of construction of the 107 RTA shelters. The Company shall use its best efforts to construct the first 74 RTA shelters within eighteen months of the effective date of this Agreement. Construction will begin immediately after the Company has finished construction of the Company shelters. The Company intends to order and construct the first 74 shelters in five Groups of 12 and a final Group of 14. The Company will present the RTA with a written detailed estimate of costs for the design, fabrication, permitting, construction, installation and related costs of the shelters included in each Group approximately 90 days in advance of the anticipated installation date. The RTA will fund 33% of the total cost as detailed in the estimate for each Group of Shelters within 30 days of receiving the estimate from the Company. Upon completion of the installation and construction of each Group of shelters, the Company will provide the RTA with a final invoice which will account for all costs and the RTA will pay the Company within 30 days the balance due after taking into account the initial payment. In order to keep the project on the desired timetable, an estimate for one Group will likely be submitted prior to a final invoice being available for a preceding Group. If additional documented costs are received by the Company after a final invoice has been delivered for a Group an amended final invoice will be delivered to the RTA and the RTA will pay the Company within 30 days of receipt.

(c) The Company shall obtain all building and other required permits from the City and other governmental agencies as required by law for construction of all the

shelters. The cost of such permits related to the RTA shelters will be included in the cost estimates and final invoices described in Section 3 (b).

4. Additional Shelters: If at any time in the first 5 years after the effective date of this Agreement either the Company or the RTA wish to increase the number of advertising shelters available in the City of New Orleans, the Company and the RTA will meet and attempt to agree on a plan to construct additional shelters. The plan will include desired locations and whether the additional shelters will be Company shelters or RTA shelters. This provision does not obligate the Company to build additional Company shelters.

5. Advertising: The Company shall have the exclusive right to display ads in the ad panels of all the shelters covered by this Agreement. Each shelter will have an ad panel capable of holding two advertisements. The Regional Transit Authority will have final authority over all advertising content on all of the shelters. The Company agrees to remove any ad designated by the RTA as unacceptable within 24 hours after receiving written RTA notification.

6. Location of Shelters: The Company shelters will be located as designated on Exhibit A. The RTA shelters will be located as designated on Exhibit B. All shelter locations are subject to the approval of the Department of Streets. If approval or permits cannot be obtained for any locations on Exhibit A or Exhibit B the Company and the RTA will mutually agree on alternate locations.

(a) Design of Shelters: Transit shelters will be completed with open entrances across the front and one inside bench. Transit shelters will be accessible to handicapped persons. As herein specified, all exposed surfaces and edges shall be

smooth, free from burrs, slivers and other projections, with welds properly treated, and shall be neatly finished. All shelters will be of a uniform design to allow for interchangeability of components. The roof design should be such as to discourage persons from attempting to sit on shelter roof.

7. Specification of Shelters: The shelters shall be constructed and installed in accordance with the specifications in Attachment I.

8. Ownership: The Company shall have sole and exclusive ownership of the Company shelters, except as otherwise provided herein. The RTA shall have sole and exclusive ownership of the RTA shelters. The Company expressly covenants not to suffer any lien or encumbrance to be placed or filed against any shelter other than to effect a financing of the Company shelters. In the event of a breach of this lien and/or encumbrance covenant, the Company shall satisfy or discharge any such claim within thirty (30) days of written demand thereof by the RTA. Nothing contained herein shall be deemed to give title to the Company to any sidewalk, walkway or curb, or other public way encompassed by any such shelters. The Company shall be responsible for payment of any applicable property taxes and other governmental levies related to its ownership of the Company shelters but shall have no obligation for any property taxes or other governmental levies related to the RTA shelters.

9. Maintenance: The Company shall maintain all shelters, both Company and RTA shelters, as specified, in good repair. Company shall be solely responsible for the cleaning, repairing or replacement of any parts on all shelters. The RTA will be responsible for the cost of replacement parts for the RTA shelters other than light bulbs. If the Company furnishes replacement parts for the RTA shelters the RTA will reimburse

the Company for any expenditures made for such purpose on its behalf. If any RTA shelters require any repairs beyond routine maintenance, including but not limited to any parts replacement other than light bulbs, any work requiring specialized services or hiring of outside contractors, any severe damage caused by vandalism, vehicular accident or other cause, any electrical repairs or repairs which incur unusual cost, the Company will give the RTA an estimate of the cost for the repair (including cost of Company labor). Once the RTA approves the proposed repair the Company will carry out the repair, and the RTA will reimburse the Company for the repair. Any reimbursements due the Company pursuant to this section may be handled as an offset of Fees due the RTA, unless the reimbursements exceed \$10,000 in aggregate at any one time in which case the Company may bill the RTA and the RTA will pay the Company within 30 days.

Clouded, scratched or otherwise damaged panels, benches, lights or other shelter items on Company shelters shall be replaced within one week of written notification or discovery following weekly inspection by the Company or within 7 days of receipt of parts if replacement parts need to be ordered. Clouded, scratched or otherwise damaged panels, benches, lights or other shelter items on RTA shelters shall be replaced within one week of the Company's receipt of approval of the repair by the RTA or within 7 days of receipt of parts if replacement parts need to be ordered after approval from RTA is received. General maintenance and inspection for damage shall be conducted once a week.

If shelter damage, vandalism, or profane graffiti is of an emergency nature and creates a safety hazard to the public, the Company will repair, replace or remove the same within 24 hours of receiving written notification. If the Company fails to remedy

and repair such emergency situation within five (5) working days after written notification of same, the RTA then may remedy and repair such shelter and for repairs involving Company shelters, assess its cost against the Company.

The Company shall not be responsible for the maintenance or repair of any sidewalk, walkway or curb encompassed by any shelter, unless such sidewalk, walkway or curb shall have been damaged through the acts of omissions of the Company, its agents, servants, sub-contractors or employees.

In addition, the Company shall furnish to the RTA a monthly narrative summary of its maintenance operations, noting problem areas and corrective actions.

The cost of illumination of all the shelters will be borne by the Company.

10. Chronic Vandalism: In the event that during any six (6) month period, beginning on the completion date of construction, any Company shelter shall have been vandalized more than three (3) times or to the extent that the cumulative expenses of all repairs shall exceed \$1,500, the Company shall have the right to request to remove said shelter upon fifteen (15) days notice in writing and submission to the RTA of bona fide invoices or receipted bills for said repairs. The RTA shall not unreasonably deny said request. The Company shall restore the sidewalk, walkway or curb encompassed by said shelter so removed to the status quo ante at its own cost. Company and RTA will agree on an alternate location for the removed shelter.

In the event the RTA is notified that any given RTA shelter is the victim of chronic vandalism as herein set forth, the RTA may either repair the shelter or remove the shelter. The RTA shall restore the sidewalk, walkway or curb encompassed by said shelter so removed to the status quo ante at its own cost.

11. Sureties, Bonds and Insurance: During the term of this Agreement, Company shall procure, carry and pay for windstorm, fire and extended coverage insurance, insuring the construction, improvement and completion of Company shelters for the full value thereof, to the extent such insurance is commercially available at prices not exceeding an annual premium cost of \$200 per shelter. Company may at its option elect to obtain insurance with up to a 25% deductible. The proceeds of any such insurance shall be used to repair or restore said shelter or shelters as nearly as possible to the original condition except as provided in Section 14 (g). During the term of this Agreement, RTA shall procure, carry and pay for windstorm, fire and extended coverage insurance, insuring the construction, improvement and completion of RTA shelters for the full value thereof, to the extent such insurance is commercially available. The proceeds of any such insurance shall be used to repair or restore said shelter or shelters as nearly as possible to the original condition except as provided in Section 14 (g).

It is specifically understood that the Company shall agree to be bonded in the amount of Seventy-Five Thousand Dollars (\$75,000.00) as indemnity for any cost incurred by Company or RTA upon the termination or cancellation of this Agreement, and this bond requirement shall remain in effect for the duration of this Agreement together with any subsequent renewals.

It is recognized by the parties to this Agreement that the Company is a reputable one, and shall procure general liability insurance with limits of liability of no less than One Million Dollars (\$1,000,000.00) for each occurrence and One Million Dollars (\$1,000,000.00) aggregate for bodily injury, and One Million Dollars (\$1,000,000.00)

aggregate property damage. This insurance shall be placed with an insurance company which is registered with the State of Louisiana Insurance Commissioner.

All policies with the exception of the workers' compensation policy shall name the Regional Transit Authority as additional insured and Company shall furnish the Regional Transit Authority with certificates of insurance providing no less than thirty (30) days advance notice of cancellation or non-renewal of the policies and a copy of additional insured endorsements should accompany this certificate.

Certification of coverage above mentioned shall be filed with the RTA.

12. Indemnification: The Company shall indemnify and save harmless the Regional Transit Authority against any and all claims, demands, suits, judgments of sums of money to any party accruing against the RTA for loss of life, injury or damage to persons or property growing out of, resulting from or by reason of any act of omission of the operation of the Company, his agents, subcontractors, servants or employees while engaged in or about or in connection with the discharge or performance by the Company hereunder, and the Company shall at its own expense pay attorney and all cost and fees. If any judgment shall be rendered against the RTA as a result of action by Company and Subcontractor, the Company shall at its own expense satisfy and discharge judgment.

13. Method of Payments: All monies paid to the RTA hereunder shall be paid in the following manner:

(a) Payment shall be made to the Regional Transit Authority on a quarterly basis for the periods, January- March, April- June, July- September, and October- December. Payment is due within 30 days of the end of each quarterly period. Payments

shall be accompanied by a payment statement for the quarter of Net RTA Revenue and Net Company Revenue and setting forth in reasonable detail the computations upon which the remittance is based. Such payment statement shall be subject to audit and revision if found incorrect by the RTA.

(b) In addition to the quarterly statements aforesaid, Company shall submit to the RTA an annual statement of Net RTA Revenue and Net Company Revenue before February 15 of each year. Such annual statements shall be based on calendar years. The annual fee based on the Net Company Revenue will accompany the statement.

(c) For purposes of verifying any statement submitted hereunder, the RTA has the right to examine those books, records, documents and papers which relate to any such statement or which will permit adequate evaluation thereof. Any audit will be conducted within normal business hours of the Company and with 5 business days advance notice. Company shall maintain such books, records, documents and papers for at least three years after the submission of any statement including after termination or expiration of this Agreement.

14. Expiration or Termination: This contract shall expire or terminate only as set forth below:

(a) In the event that this Agreement shall have expired without prior cancellation, termination, renewal or extension, then the RTA may purchase the Company shelters from Company or at the RTA's discretion may direct a successor company to this shelter contract to make the purchase. If such purchase in fact takes place, the purchase price shall be the current fair market price taking into account the Company Net Revenue for the preceding 12 months.

(b) In the event the Company fails to install shelters on schedule as required in this contract, subject to the provision in Paragraph 15 below, or fails to conform to the specifications contained in the contract, or fails to construct the shelters in a workmanlike manner to the satisfaction of the RTA and in conformity with this contract, or if the Company refuses or neglects when so ordered to take down, rebuild or repair any defective or unsatisfactory work or to maintain the shelters as required in this contract, this will constitute grounds for cancellation of this contract subject to the notice provisions in Paragraph 14(d) below in addition to the forfeiture of that portion of the bond sufficient to satisfy the RTA's actual damages.

(c) The initial term of this agreement shall conclude ten (10) years from the date of installation of the 100th shelter. If the installation of the 100th shelter has not been completed by 18 months after the effective date of this Agreement then the initial term shall be ten (10) years from that date. The Company will give notice to the RTA of the completion of the 100th shelter so that the termination may be memorialized. At the end of the initial term this contract may be renewed for a ten (10) year period by mutual consent of the parties hereto.

(d) Either party may terminate this Agreement because of the default of the other provided that the party electing to terminate shall have notified in writing the defaulting party of the alleged violation and said violation shall not have been rectified within thirty (30) days thereafter. Where Company is the defaulting party with respect to removal after termination, the RTA at its option may either direct the removal of the Company shelters by the Company or its surety or assume full ownership of said Company shelters without further compensation therefrom to Company.

(e) Termination by mutual consent: In the event that both parties agree to the termination of this contract, it may be terminated without penalty to either party. The RTA may terminate this Agreement if Company is declared bankrupt, insolvent, or makes an assignment for the benefit of creditors or if a receiver is appointed by any proceedings, are commenced by or against Company under the Federal Bankruptcy Act in which event the RTA shall have the same right as set forth in subparagraph "d" above.

(f) In the event this Agreement is renewed for an additional ten (10) year term as provided for in paragraph 14(c) above, then upon the commencement of said renewal period, all right, title and interest of the Company in the Company shelters shall automatically vest in the RTA and the RTA shall have complete ownership of said shelters at no cost to the RTA and the Company shelters will become RTA shelters for all purposes under this agreement.

(g) In the event of a catastrophic event to the City, the Company may elect to suspend this contract upon written notice to the other for a period of up to 180 days following such catastrophic event. Catastrophic event will include, but not be limited to, instances involving events causing damage beyond routine repairs to more than 25% of the shelters, reduction of the RTA bus fleet in New Orleans, by more than 25% for a period exceeding 2 weeks or a mandatory evacuation lasting more than one week.

During the suspension period, none of the rights and obligations under this contract will be in force and the 10 year initial term will be extended for a period equal to the amount of time the suspension is in effect. The Company will give notice to the RTA as to when within the 180 day period it wishes to resume the contract. The Company may also terminate the contract in its entirety within 180 days without any penalty. In the event of

such a termination the Company will be allowed to retain the proceeds of any property insurance received and will not have an obligation to rebuild the Company shelters.

15. Excusable Default: Company shall not be held in default of this Agreement, if it is entirely beyond its control, such as but not limited to, acts of God, strikes, war or other emergencies or delays in obtaining permits not due to the fault of the Company.

16. Assignability: Company shall not transfer, assign, pledge or sell this Agreement to any person or firm without prior written approval of the RTA which approval shall not be unreasonably withheld.

17. Miscellaneous Provisions: Company warrants that shelters shall meet rigid standards of design and construction as detailed in Specification, so that the shelters are attractive, utilitarian and safe at all times.

18. Mailing of Notices: Unless otherwise designated in writing, Company designates the address specified on page "1" of this Agreement as the place where all notices provided for under this Agreement shall be sent. The RTA's Office at 2817 Canal Street, New Orleans, Louisiana 70119, is the place where all notices provided for under this Agreement shall be sent.

19. Entire Agreement: This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other Agreement, oral or otherwise, regarding the subject matter shall be deemed to exist to bind either of the parties hereto. Moreover, this Agreement may not be modified except in writing.

20. Unemployment Compensation:

It is expressly declared and understood between the parties hereto, in entering and in connection with unemployment compensation coverage only, that:

- a) Company has been and will be free from any control or direction by the RTA, over the performance of the services covered by this contract;
- b) The service(s) rendered by Company is outside the normal course and scope of the RTA's usual business; and
- c) Company has been independently engaged in performing some of the service(s) listed herein prior to the date of this contract.

21. Minority Business Enterprise:

General Requirements

(1) Policy. It is the policy of the Regional Transit Authority that minority business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with funds under this Agreement.

(2) MBE Obligation.

(a) The Company agrees to insure that minority business enterprises have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part provided under this Agreement. In this regard the Company shall take all necessary and reasonable steps to insure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The Company shall not discriminate on the basis of race, color, national origin or sex in the award and performance of this contract.

(b) The Regional Transit Authority shall advise each subrecipient, contractor or subcontractor that failure to carry out the requirements set forth herein shall constitute a breach of contract by the RTA or such remedy as the RTA deems appropriate.

(3) Minority Business Enterprise Utilization: For the purpose of this contract, the established goal for the utilization of minority business enterprises is 25%.

(4) Substitution of Subcontractors: The Regional Transit Authority must approve all substitutions of subcontractors to determine if the minority or women business enterprise goal will be decreased or increased by the substitution of a minority female contractor with a majority contractor.

(5) Utilization of Minority and Female Owned Banks: The Company is hereby encouraged to utilize the services of minority and women owned banks.

(6) Minority Ownership: The Company is hereby encouraged to foster the growth and development of minority involvement in the ownership of their shelter businesses.

22. DISPUTE RESOLUTION

The parties agree to resolve in an amicable fashion any disputes arising under the agreement, including if necessary the non-binding use of mutually agreed upon third parties such as accounting firms or valuation experts to assist in resolving disputes related to fee calculations in Section 2 or the fair market price in Section 14 (a). Should the parties be unsuccessful in resolving any issues, the parties agree that venue for any lawsuit filed will be Orleans Parish Civil District Court.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on the day and year first mentioned.

ATTEST:

[Signature]

Katie H. Stromboe

[Signature]

Kim Reeser

Regional Transit Authority

[Signature]

Laurel New Orleans, LLC

[Signature]

Pecoraro

[Signature]
NOTARY PUBLIC



OFFICIAL SEAL
JAMES F. EZELL
NOTARY PUBLIC - LOUISIANA
NOTARY #53735
PARISH OF JEFFERSON
My Commission Is For Life

Vendor Code

05489277
added -
5/20/09

Location List for New Bus Shelters (125)

March 10, 2008

(E) = Existing

(N) = New

1. Camp & Poydras (in) (E)
2. Carondelet & Poydras (in) (E)
3. Poydras & Camp (out) (E)
4. Poydras & St. Charles (in) (E)
5. Poydras & Loyola (in) (E)
6. Poydras & Robertson (out) (E)
7. Poydras & Robertson/Superdome (in) (E)
8. S. Claiborne & Washington (in) (E)
9. Louisiana & St. Charles (in) (E)
10. Washington & Claiborne (in) (E)
11. Washington & Broad (out) (E)
12. Washington & Broad (in) (E)
13. Washington & Carrollton (out) (E)
14. Loyola & Howard (in) (E)
15. Loyola & Girod (in) (E)
16. Palmetto & Carrollton (in) (E)
17. Carrollton & Tulane (out) (E)
18. Carrollton & Palmetto (out) (E)
19. Carrollton & Washington (in) (E) (Larger Shelter)
20. Carrollton & Claiborne (in-in front of Chase Bank) (E) (Larger Shelter)
21. St. Bernard & Broad (in) (E)
22. St. Bernard & Broad (out) (E)
23. St. Bernard & Galvez (out) (E)
24. St. Bernard & Miro (in) (E)
24. Elysian Fields & Gentilly (out) (E)
26. Franklin & LC Simon (in) (E)
27. Downman & Chef (out) (E) (Larger Shelter)
28. Lake Forest & Crowder (out) (E)
29. Lake Forest & Crowder (in) (E)
30. Louisa & Chef Hwy (out) (E) (Larger Shelter)
31. Galvez & Tulane (out) (E)
32. Galvez & Canal (out) (E)
33. Galvez & St. Bernard (out) (E)
34. Jackson & Magazine (in) (E)
35. Jackson & St. Charles (out) (E)
36. Napoleon & Magazine (in) (E)
37. Napoleon & St. Charles (out) (E)
38. Napoleon & St. Charles (in) (E)
39. Napoleon & Claiborne (out) (E)
40. Verret & Opelousas (in) (E)

41. S. Rampart & Julia (out) (E)
42. S. Rampart & Howard (out) (E)
43. General Meyer & Odeon (in) (E)
44. General Meyer & Shirley (in) (E)
45. Carrollton & Canal (in) (E)
46. Poydras & Magazine (E)
47. Tchoupitoulas & Poydras (out) (N)
48. General DeGaulle & Shirley (in) (N)
49. Loyola & Tulane (in) (N) (Larger Shelter)
50. S. Carrollton & S. Claiborne by Palmer Park (out) (N) (Larger Shelter)
51. S. Carrollton & S. Claiborne in neutral ground for #16 Bus (out) (N)
52. Hayne & Lutheran Home (6400 Hayne) (out) (N)
53. Hayne & Nazareth Inn (9630 Hayne) (out) (N)
54. Chef & Downman (out) (N) (Larger Shelter)
55. Chef & Downman (in) (N) (Larger Shelter)
56. Press & SUNO (out) (N) (Larger Shelter)
57. S. Claiborne & Napoleon (out) (N)
58. Westbend & General DeGaulle (in-farside) (N)
59. Holiday & General DeGaulle (in-farside) (N)
60. Tulane & Broad (in) (N) (Larger Shelter)
61. Broad & Tulane (out) (N) (Larger Shelter)
62. Broad & Tulane (in) (N)
63. Magazine & Jackson (out) (N)
64. Magazine & Jackson (in) (N)
65. Magazine & Louisiana (in) (N)
66. Magazine & Louisiana (out) (N)
67. Elysian Fields & St. Claude (in) (N)
68. Elysian Fields & St. Claude (out) (N)
69. St. Claude & Caffin (in) (N)
70. St. Claude & Caffin (out) (N)
71. Broad & St. Bernard (out) (N) (Larger Shelter)
72. Broad & St. Bernard (in) (N) (Larger Shelter)
73. S. Claiborne & Nashville (out) (N) (Larger Shelter)
74. Broad & Canal (out) (N) (Larger Shelter)
75. Carrollton & Tulane (in) (N)
76. Broad & Washington (out) (N)
77. Broad & Washington (in) (N)
78. Broad & Esplanade (out) (N)
79. Gentilly & Elysian Fields (out) (N)
80. Gentilly & Elysian Fields (in) (N)
81. Elysian Fields & Claiborne (out) (N)
82. Elysian Fields & Claiborne (in) (N)
83. Chef & Louisa (out) (N)
84. S. Claiborne & Felicity (in) (N)
85. Louisiana & Magazine (out) (N)
86. Louisiana & St. Charles (out) (N)

87. MLK & Claiborne (in-farside) (N)
88. Lake Forest & Read (out) (N)
89. St. Claude & Elysian Fields (out) (N)
90. St. Claude & Elysian Fields (in) (N)
91. St. Claude & Franklin (in) (N)
92. St. Claude & Forstall (in) (N)
93. Jackson & St. Charles (in) (N)
94. Esplanade & Broad (in) (N)
95. Napoleon & Claiborne (in) (N)
96. Claiborne & Poland (in) (N)
97. Gentilly & Franklin (in) (N)
98. Gentilly & Franklin (out) (N)
99. Memorial Park & Garden Oaks (in) (N)
100. Esplanade & Rampart (out-farside) (N)
101. Esplanade & Rampart (in) (N)
102. Rampart & Esplanade (in) (N)
103. Esplanade & Galvez (out) (N)
104. Chef & Press (out) (N)
105. Chef & Chantilly (in) (N)
106. Chef & Read (in) (N)
107. Washington & Carrollton (in-farside) (N)
108. Tulane & Galvez (out) (N)
109. Tulane & Galvez (in) (N)
110. Lake Forest & Read (in) (N)
111. Newton & L.B. Landry (out) (N)
112. Elysian Fields & Miro (in) (N)
113. Elysian Fields & Galvez (out) (N)
114. Poydras & City Hall (out) (N)
115. Magazine & Poydras (out) (N)
116. Franklin & Claiborne (in) (N)
117. Franklin & Robertson (out) (N)
118. Franklin & Galvez (out) (N)
119. Franklin & Miro (in) (N)
120. Carrollton & Canal (out) (N)
121. Canal Blvd. & Robert E. Lee (out) (N)
122. Robert E. Lee & West End (out) (N)
123. Canal Blvd. & Harrison (out) (N)
124. Claiborne & Caffin (in) (N)
125. Morrison & Read (in) (N)

Proposed Laurel New Orleans Shelter Locations

These locations are proposed sites only and are subject to the approval of the permitting department of the City Of New Orleans and the Regional Transit Authority.

Poydras Street at:

Magazine

Superdome #1

Superdome #2

S. Robertson

St. Charles Ave

Camp St

Convention Ctr by the Hilton

Carondelet

Loyola

Canal Street at:

Carrollton

Robert E Lee

Jefferson Davis Pkwy

Broad

Howard Ave at:

S. Rampart

Loyola

Tulane at LaSalle (2) each side

Elysian Fields and Gentilly Blvd

Broad St at:

St Bernard NW and SE corners (2)

Napoleon Ave at:

St. Charles SE and NW (2)

Magnolia St.

Nashville at Magazine

Jackson at Magazine

Louisiana Ave at:

St. Charles NW

Baronne St.

Carrollton at Washington Ave.

WESTBANK Locations:

Gen. DeGaulle at West Bend

MacArthur at Gen. DeGaulle

Woodland St at Holy Cross College



CONTRACT FOR EXCLUSIVE RIGHT TO MARKET ADVERTISING
SPACE ON REGIONAL TRANSIT AUTHORITY (RTA) BUSES,
STREETCARS, FERRIES AND FERRY TERMINALS

Regional

Transit

Authority

BY AND BETWEEN

REGIONAL TRANSIT AUTHORITY
A Political Subdivision of the
State of Louisiana
2817 Canal St.
New Orleans, Louisiana 70119

AND

LAUREL COMMUNICATIONS
3613 Hessmer Avenue, Suite 200
Metairie, LA 70002

2817 Canal Street,

New Orleans,

Louisiana

70119-6301

A. SCOPE OF WORK

As specified herein.

B. CONTRACT PRICE:

As specified herein.

C. PERIOD OF PERFORMANCE:

As specified herein.

Administration

504.827.8300

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EXHIBITS

EXHIBIT "A"	RTA Requests for Qualifications (RFQ) #2017-005
EXHIBIT "B"	Submittal by Contractor dated, April 17, 2017.

AGREEMENT
BY AND BETWEEN
THE REGIONAL TRANSIT AUTHORITY
AND
LAUREL COMMUNICATIONS

STATE OF LOUISIANA
PARISH OF ORLEANS

This AGREEMENT made and entered into this 1st day of JANUARY, 2018 by and between the REGIONAL TRANSIT AUTHORITY (hereinafter referred to as the "RTA"), a political subdivision of the State of Louisiana, herein represented by its Chairwoman of the Board of Commissioners, Sharonda R. Williams and LAUREL COMMUNICATIONS (hereinafter also referred to as "Consultant" or "Contractor") a Corporation, herein represented by its Chief Executive Officer, Dana Pecoraro authorized to do and doing business in the State of Louisiana.

WITNESSETH

WHEREAS, the RTA is a political subdivision of the State of Louisiana, charged with the responsibility of providing, maintaining and administering a transit system in the areas within its jurisdiction; and

WHEREAS, in accordance with state and federal laws and regulations, RTA issued Request for Qualifications (RFQ) No. 2017-005, as amended, (attached hereto, made a part hereof and designated Exhibit "A", RTA RFQ No. 2017-005, as amended,) to solicit offers for the exclusive right to market advertising space on RTA buses, streetcars, ferries and ferry terminals; and

WHEREAS, Contractor, a Corporation, submitted a response to Exhibit "A" attached hereto, made a part hereof and designated as Exhibit "B", Contractor's Submittal dated, April 17, 2017, made a part hereof and attached hereto; and

WHEREAS, after evaluation of Contractor's offer, RTA determined that Contractor was responsible and had submitted the responsive offer.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants and agreements herein contained, the parties hereto agree as follows:

I. SUPERSEDING EFFECT

This Agreement supersedes all prior oral or written Agreements, if any, between the parties and constitutes the entire Agreement between the parties relative to the work to be performed under this Agreement. Any changes or modifications to this Agreement shall be accomplished solely by written amendment signed by both parties.

II. SCOPE OF SERVICES

Contractor shall provide professional marketing services and any other service required in accordance with the terms and conditions set forth in Exhibit "A" and Exhibit "B". Contractor agrees that all work under this Agreement shall be performed in a professional, timely manner and shall conform to or exceed in all respects the prevailing industry standards.

Contractor shall have the exclusive right to market advertising space on Regional Transit Authority in New Orleans buses, streetcars, ferries, and ferry terminals.

A. REVENUES

1. The Company shall pay to the RTA a fee equal to 52% of its monthly Net Revenue as defined below or a minimum annual guarantee of \$750,000.00 whichever is greater, payable as hereinafter provided. For the purpose of this

Agreement, Net Revenue is defined as all advertising revenue, net of agency commissions, received and collected directly or indirectly by the Company, its affiliates, subsidiaries, parent or any person in which the Company has a financial interest for advertising placed on the RTA buses, streetcars, ferries and ferry terminals included within the term of this Agreement. Net Revenue will be calculated before any deductions other than advertising agency commissions or any sales or use taxes or service charges of the City, State or other governmental unit collected by the Company on behalf of said governmental unit.

2. The contractor shall provide to RTA an annual statement prepared by a CPA within three (3) months after end of each contract year. Statement shall include net revenues less agency commissions paid, less losses or uncollectible debts, which will yield net advertising revenues and amount due RTA.
3. Contractor shall furnish a monthly statement describing services rendered.
4. The monthly fee will be based on the stated percentage of Net Revenue and payment will be made within 30 days of the end of the month. The amount due under the minimum annual guarantee, if any, will be paid 90 days after the end of each "Annual Period". The first Annual Period will be the first 12 months after the effective date. Subsequent Annual Periods will be the 12 months immediately following the preceding Annual Period. For each Annual Period, the Contractor will provide a summary of all fee payments made related to that Annual period (including the payment made for the 12th month which is payable 30 days after the end of the Annual Period.) In the event that total fees paid for any Annual Period are less than the guaranteed payment, the Contractor will make an additional payment so that together with fees already paid for that Annual Period, the total fees will equal the guaranteed annual payment. Such additional payment will be made no later than 90 days after the Annual Period.
5. On a monthly basis, Contractor shall submit to RTA a report reflecting actions taken to collect past due account receivables.

6. Each year, the contractor will review its Rate Card and Pricing Policies with RTA, along with rate cards from several comparably sized cities, so that RTA can be assured that Contractor is maximizing revenue for both parties.

B. EXCEPTIONS TO REVENUE REQUIREMENTS

Contractor may deduct the following from the net revenues collected before computing payments:

1. Sales and use taxes imposed upon or paid by the Contractor with respect to the business transacted.
2. Uncollected debts and any amounts due Contractor provided from net revenues received by Contractor from sale of space.
3. Credits that must be given to advertisers for days that buses are not in service because they are in RTA's maintenance department due to damage to the vehicle or engine problems. RTA understands that during prolonged maintenance the advertiser's ads will not be visible to the public and thus appropriate credits may need to be given to advertising clients in these situations. RTA asks that Contractor provide written explanations for these credits as part of the monthly report. RTA will provide a monthly report on out of service vehicles to the Contractor in order for Contractor to give reports and substantiate and justify credits to clients and the RTA.
4. Ad agency commissions to transit advertising companies in other cities on locally placed cross orders in the amount of fifteen percent (15%).
5. If RTA's transit system does not operate for an entire day or days, the annual minimum guarantee for that Annual Period will be reduced by \$2,055 for each day not in operation.
6. Payments of revenue shall be based on RTA's fleet size of approximately 150 buses, 66 streetcars, 2 ferry boats, and 2 ferry terminals. Fleet size is subject to change during the term of this agreement. In the event the fleet size is reduced by 8% or more, the parties will negotiate a mutually acceptable financial adjustment to the minimum annual guarantee.

C. NON-MONETARY BENEFITS

1. For each contract month, Contractor shall provide RTA a total of 4 interior cards on each bus and streetcar in service for RTA's own promotion. Copy changes will be performed by the Contractor. Additionally if requested by the RTA and if space is not contracted to a paid advertiser, Contractor will provide 12 exterior King panels per month for RTA's own promotion and will not remove copy for a term of 3 months. Copy changes for the exterior Kings will be provided by Contractor. Additionally if requested by the RTA and if space is not contracted to a paid advertiser, Contractor will provide space in the ferries and ferry terminals for the RTA's own promotion.
2. For each contract year, Contractor shall, when requested by the RTA and at least 90 days in advance of the requested start date, use its best efforts to provide RTA a total of fifty thousand and 00/100 dollars (\$50,000) of bartered print or broadcast media for RTA's promotions in New Orleans. Contractor will not be required to remove or cancel contracts of paying advertisers for this purpose. The contractor will not be responsible for design, printing or install costs (if any) associated with bartered media.
3. The panels and dollars referred to in C, 1 and 2 herein are non-cumulative.
4. Contractor will not be responsible for design and production cost or agency fees associated with RTA's promotions.

D. RTA'S AD APPROVAL STANDARDS

1. RTA will provide and update locations and sizes of space available for ads. RTA will provide an update of inventory on a monthly basis.
2. Contractor will use best efforts to encourage advertisers to place advertising in the ways recommended by RTA. It is RTA's goal to ensure that as many advertisers as possible shape their ads to have the maximum visual impact when placed adjacent to the RTA branding on the front one-third of the buses, which is angled and in the shape of arrows. RTA will provide multiple examples to contractor of how advertisers can optimize

4. RTA will, when practicable, provide access to vehicles to employees, clients or potential clients of the Contractor who present proper credentials and provide proper notice to RTA Maintenance staff.
5. RTA will provide an agreed upon amount of storage space for supplies. However, RTA shall not be liable for loss or damage to stored items.

G. PROMOTIONAL EXPENSES

1. The Contractor shall use best efforts to promote transit advertising sales in the New Orleans market, the regional market, and to national events and vendors investing in the market.
2. Contractor shall cover expenses for any special promotions, including those designed to increase sale of ad space.

H. TERMINATION OF AGREEMENT

1. In the event this contract is terminated, RTA may give Contractor a written request that all displays be removed and storage space shall be cleared at Contractor's expense within ten (10) days of termination.
2. Following termination, each party shall provide a written close-out statement to the other within thirty (30) days of termination accounting for moneys due to the other. In the event of a termination that does not coincide with an Annual Period, the minimum annual guarantee shall be prorated to account for the number of full months not completed in the Annual Period.
3. Grounds for termination include failure to meet the financial terms of the contract, destruction of RTA property, failure to provide requested reporting in a timely manner, and failure to comply with guiding RTA ethical policies.

III.
TERM OF AGREEMENT

This Agreement shall be deemed effective on January 1, 2018 and shall continue in effect for a period of up to five (5) years or until the occurrence of one of the following events, whichever occurs first:

A. The certification by RTA or its agents that the requirements of this Agreement have been satisfactorily completed by Contractor, or;

B. The termination of this Agreement as provided in Article IV, herein below.

The duration of this agreement may be extended by mutual agreement of the parties.

IV.
TERMINATION

Termination under this Agreement shall be in accordance with Exhibit "A", Article II, General Provisions, Paragraph 2.12, Termination; Section A – Termination for Convenience and Section B – Termination for Default of the Regional Transit Authority General Provisions.

V.
INTEREST OF CONTRACTOR

Contractor covenants that it currently has no interest and shall acquire no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services called for under this Agreement. RTA and Contractor further covenant that in the performance of this Agreement no persons having any such interest shall be employed.

VI.

IDENTIFICATION OF DOCUMENTS

Any document, memorandum or report prepared under this Agreement for publication and not merely for internal use shall contain the following or a similar stipulation deemed acceptable to the RTA:

- A. The preparation of this document has been financed in part through a grant from the United States Department of Transportation under the provisions of the Urban Mass Transportation Act of 1964, as amended.
- B. The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of RTA or the United States Department of Transportation, Federal Transit Administration.

VII.

OWNERSHIP OF DOCUMENTS

All documents, reports or data generated by or provided to Contractor under this Agreement shall be the sole property of RTA for a period of up to three years after acceptance of the work. Contractor shall not use any such documents, reports or data for any purpose other than to perform services pursuant to this Agreement.

VIII.

MEDIA COVERAGE

The Contractor shall be prohibited from participating in or directing any third party media coverage, in any form, of this project without first submitting a written request to RTA's Procurement representative noted in Article XI of this contract and receiving written approval from the same in advance of any such coverage.

IX.
APPLICABLE LAW

This Agreement shall be entered into the State of Louisiana and shall be governed and/or construed in accordance with the laws and jurisprudence of the State of Louisiana.

X.
NOTICES

Any notice required or permitted under the Agreement shall be either hand delivered to the party to whom the notice is directed or sent to same by certified mail, return receipt requested, and addressed as follows:

TO RTA:

A. REGIONAL TRANSIT AUTHORITY
 2817 Canal St.
 New Orleans, Louisiana 70119

ATTN: JUSTIN AUGUSTINE
 Vice President-Transdev
 In Service to the RTA

ATTN:

B. Caroline Register
 Director of Procurement-Transdev

TO CONTRACTOR:

C. LAUREL COMMUNICATIONS
 3613 Hessmer Avenue, Suite 200
 Metairie, LA 70002

ATTN: DANA PECORARO
 Chief Executive Officer

XI.
DOCUMENTS INCORPORATED BY REFERENCE

The following documents are hereby incorporated by reference:

EXHIBIT "A" RTA Request for Qualifications (RFQ 2017-005), as amended.

EXHIBIT "B" Submittal by Contractor dated, April 17, 2017.

XII.
ORDER OF PRECEDENCE

The following order of precedence shall govern in the event of a conflict between documents of this contract.

Articles I through XV hereof.

Exhibit "A", RTA RFQ No. 2017-005.

Exhibit "B" Contractor's submittal in response to RTA's RFQ No. 2017-005, dated April 17, 2017.

XIII.
INSURANCE

To protect RTA and Transdev against liability in connection with, or resulting from the carrying out of this contract, Contractor shall provide, before the work is commenced hereunder, and shall at all time during the life of the contract carry at the expense of the Contractor, with a reliable insurance company, and approved to do business in the State of Louisiana, all insurance required by local, state or federal laws should there be any such requirement(s). Any subcontractor employed by the Contractor shall be governed by the same insurance requirements as stated herein. The Contractor shall deliver to RTA a Certificate of Insurance when required.

During the term of this Agreement the Contractor shall obtain and maintain the following types and amounts of insurance. The Contractor shall furnish to RTA Certificates showing types, amounts, class of operations covered, effective dates and dates of expiration of policies:

- Worker's Compensation Insurance as required by applicable Louisiana Law.

- Vehicle Liability Insurance in the amount of \$1,000,000.00.
- General Liability Insurance in the amount of \$1,000,000.00.

XIV. DBE COMPLIANCE

It is the policy of the RTA to ensure access to the economic opportunity the agency offers in a manner that is fair and equitable and that affords participation to all citizens regardless of race, gender, ethnicity, age, religious background, sexual orientation and disability. Accordingly, the RTA's DBE Program is designed to increase small and disadvantaged business participation in RTA contracts and procurements. The growth and development of small and disadvantaged businesses is important to the New Orleans regional economy.

The RTA works to support that growth and development, in part, by providing business opportunities under its DBE Program Legal Authority.

The RTA is a recipient of federal transit funds from the U.S. Department of Transportation Federal Transit Administration (FTA). As a condition of receiving this federal funding, RTA is legally required to establish and maintain a DBE program in compliance with Title 49 of the U.S. Code of Federal Regulation, Part 26 (49 CFR Part 26).

Non-Discrimination

The Contractor shall not discriminate on the basis of race, color, religion, sex, age, national origin, or disability in the performance of this Agreement.

DBE Participation

Contractor shall count only the value of the work actually performed by its DBE subcontractor toward attainment of the DBE goal. Contractor shall also ensure that any work that its DBE subcontractor has subcontracted to a non-DBE firm does not count toward attainment of the DBE goal. Finally, Contractor shall ensure that any fees or

expenses paid to its DBE subcontractor are only counted toward attainment of the DBE goal if the DBE subcontractor is performing a commercially useful function under this Agreement.

Prompt Payment of Subcontractors.

Contractor shall pay each subcontractor under this Agreement, especially DBE firms, no later than five (5) business days from the receipt of each payment Contractor receives from the RTA. Contractor further agrees to return retainage payments to each subcontractor, especially DBE firms, within five (5) business days after the subcontractor's work is satisfactorily completed and accepted by the RTA, and all delays under applicable laws have expired. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause, following written approval of the RTA.

DBE Payment Required Reporting.

All Prime Contractors are required to report DBE subcontractor payments utilizing RTA'S Contract Compliance database hosted and managed by B2GNOW.

The direct link for vendors to get to RTA's B2GNow system is norta.dbesystem.com.

DBE Contract Termination.

Contractor shall not terminate for convenience the contract of its DBE subcontractor and subsequently perform the work of the terminated DBE subcontractor with its own forces or those of an affiliate, without prior written consent from the RTA. In addition, if a DBE subcontractor is justifiably terminated, or fails to complete its work for any reason, Contractor must make good faith efforts (also referred to as best efforts) to find another certified DBE firm to substitute for the original DBE subcontractor. The good faith efforts must be directed towards finding a substitute DBE subcontractor to perform at least the amount of work needed to meet the DBE goal.

Monthly Reporting.

Contractor must complete and submit to the DBE Liaison Officer for the RTA (DBELO) monthly and quarterly reports of DBE firm participation under this Agreement. Failure to report DBE activity is a material breach of this agreement that shall result in such remedy as the RTA deems appropriate and may include withholding payment of invoices until such time as the monthly reports are received or penalties of \$100 per day.

Access to Books and Records.

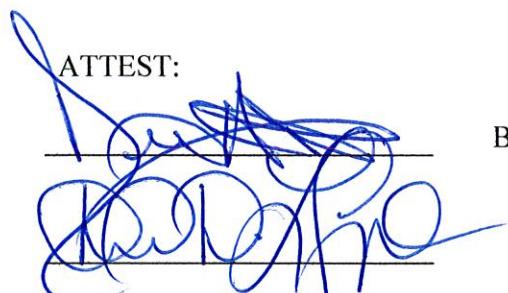
Contractor must grant the DBELO reasonable access to its books and records for the purpose of verifying Contractor's compliance with the RTA DBE Program requirements.

Contractor Assurance.

The contractor, subcontractor or sub-recipient (hereinafter contractor) shall not discriminate on the basis of race, color, national origin, sexual orientation, age or disability in the performance of this contract. Additionally, the Contractor must comply with all requirements of the RTA DBE Program as authorized by the Code of Federal Regulations 49 CFR Part 26. Failure by Contractor to carry out these requirements is a material breach of this Agreement, which shall result in such remedy as the RTA, deems appropriate and may include the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals in the presence of the undersigned competent witnesses.

ATTEST:



BY:

REGIONAL TRANSIT AUTHORITY



SHARONDA R. WILLIAMS
CHAIRWOMAN OF THE BOARD
OF COMMISSIONERS

ATTEST:



BY:

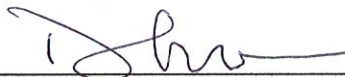


AUTHORIZED OFFICER SIGNATORY
OF LAUREL COMMUNICATIONS

**Certification By Officer Signatory of
LAUREL COMMUNICATIONS**

Approved as to legal form and adequacy and as to the authorization of the signatory hereto on behalf of LAUREL COMMUNICATIONS on the date herein above shown.

Dated this 15th day of February, 2018.



Signature

CEO

Title



ORIGINAL

ACKNOWLEDGMENT

STATE OF Louisiana

PARISH/COUNTY OF Tulahoma

ON THIS 8th day of February, 2018 before me, Dana Pecoraro appeared, to me personally known; who being by me duly sworn, did say that he is the Chief Executive Officer of LAUREL COMMUNICATIONS and that this Agreement was signed on behalf of said Corporation by authority of its Chief Executive Officer, Dana Pecoraro by said appearer acknowledged said instrument to be the free act and deed of Dana Pecoraro.

IN WITNESS WHEREOF I have hereunto set my official hand and seal on the date above written.


NOTARY PUBLIC IN AND FOR

Tulahoma
PARISH (COUNTY), STATE

JOHN M. McMAHON
NOTARY PUBLIC
BAR #23215
STATE OF LOUISIANA

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH/COUNTY OF ORLEANS

ON THIS 8th day of February, 2018 before me, appeared Sharonda R. Williams, to me personally known, who being by me duly sworn, did say that she is the Chairwoman of the Board of the Regional Transit Authority (RTA), a political subdivision of the State of Louisiana, and that the attached Agreement was signed on behalf of the RTA by authority of its Board of Commissioners, and said appearer acknowledged said instrument to be the free act and deed of the RTA.

IN WITNESS WHEREOF I have hereunto set my official hand and seal on the date above written.



NOTARY PUBLIC IN AND FOR
ORLEANS PARISH, LOUISIANA

LA. BAR ROLL # 10596

EXHIBIT A
Request for Qualifications (RFQ) No. 2017-005, as amended

EXHIBIT B
Submittal by Contractor

**AMENDMENT TO AGREEMENT
BETWEEN
THE REGIONAL TRANSIT AUTHORITY
AVD
VECTOR MEDIA HOLDING, CORP.
(FORMERLY LAUREL NEW ORLEANS, LLC)**

THIS AMENDMENT (“Amendment”), is made and entered into between the New Orleans Regional Transit Authority (“RTA”), located at 2817 Canal St., New Orleans, Louisiana, 70119 and Vector Media Holding, Corp., formerly Laurel New Orleans, LLC (“Company”) , located at 3613 Hessmer Avenue, Suite 200, Metairie, Louisiana 70002 for the public purposes hereinafter stated. This Amendment shall be effective as of August 25, 2024 (“Effective Date”).

WITNESSETH:

WHEREAS, on April 18, 2008, the RTA entered into an agreement with Laurel New Orleans, LLC to construct, erect, install, repair and maintain certain shelters for the exclusive right to sell advertising on those shelters (the “Agreement”);

WHEREAS, in 2019 Laurel New Orleans, LLC merged with Vector Media Holding Corp. and is now operating as Vector Media Holding Corp;

WHEREAS, the Agreement has been amended four times (Resolutions 09-047, 10-051, 13-031, and 18-070; and

WHEREAS, the RTA and the Company, each having the authority to do so, desire to enter this Amendment to add additional terms and conditions.

NOW THEREFORE, for good and valuable consideration, the RTA and the Contractor amend the Agreement as follows:

1. **Extension.** The term is extended for an additional 7 months from August 25, 2024 through March 31, 2025. Thereafter the term shall extend on a month-to-month basis until such time as either Party terminates the Agreement by issuing a 30-day written notice of cancellation.
2. **Fees.** The company shall clean and repair transit shelters in the downtown area in an amount not to exceed \$250,000 to be paid from fees owned to RTA from advertising revenue, subject to terms in Section 9: Maintenance as amended in Change Order #3.
3. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
4. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

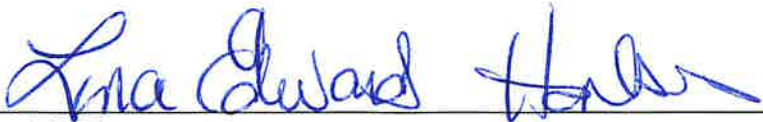
5. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Amendment.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the RTA and the Company, through their duly authorized representatives, execute this Agreement.

REGIONAL TRANSIT AUTHORITY

BY: 

LONA EDWARDS HANKINS
CHIEF EXECUTIVE OFFICER

VECTOR MEDIA HOLDING, CORP.

BY: 

MARC BORZYKOWSKI
CHIEF EXECUTIVE OFFICER

VECTOR MEDIA

560 Lexington Avenue
New York, NY 10022
www.vectormedia.com



November 3, 2022

Mrs. Katherine Felton Bush
The Regional Transit Authority
Via email: kfelton@rtaforward.org

Reference: Extension of Contract for Exclusive Right to Market Advertising Space on Regional Transit Authority (RTA) Buses, Streetcars, Ferries and Ferry Terminals (the "Contract")

Dear Mrs. Bush;

Please allow this letter to serve as Vector Media's formal request for an extension of the Contract beyond December 31, 2022. The extension of Contract will cover the period between January 1, 2023 through August 31, 2023 and thereafter would continue on a month-to-month basis until such time as either party terminates the Contract by issuing the 30 days prior written notice to the other party (the "Extension Period").

Additionally, subject to receipt of the necessary permits and approvals, Vector agrees to purchase and install, at locations to be agreed upon by the parties, two (2) information/wayfinding/advertising digital kiosks at a total cost not to exceed \$150,000.

If the terms above are agreeable to RTA, please acknowledge your approval of the extension of the Contract under these terms by signing below.

Thank you very much,

Marc Borzykowski
Vector Media
Chief Operating Officer

Agreed to by:

Katherine B. Felton
Chief of Staff
New Orleans Regional Transit Authority

COMPANY OVERVIEW



Our History in New Orleans

Vector Media's partnership with the New Orleans Regional Transit Authority (RTA) began in May 2019, when Vector acquired Laurel Outdoor, the exclusive municipal transit advertising partner for New Orleans, Jefferson Parish, and St. Bernard Parish. This acquisition expanded our inventory to include over 160 buses, 60 streetcars—including the historic St. Charles and Riverfront/Canal lines—and approximately 640 bus shelter panels.

TRUE SPIRIT OF PARTNERSHIP

Over the combined 20+ years of the partnership, from Laurel Outdoor to Vector Media, our New Orleans team has provided RTA with a level of service and attention that is unmatched and cannot be replicated by any other operator.

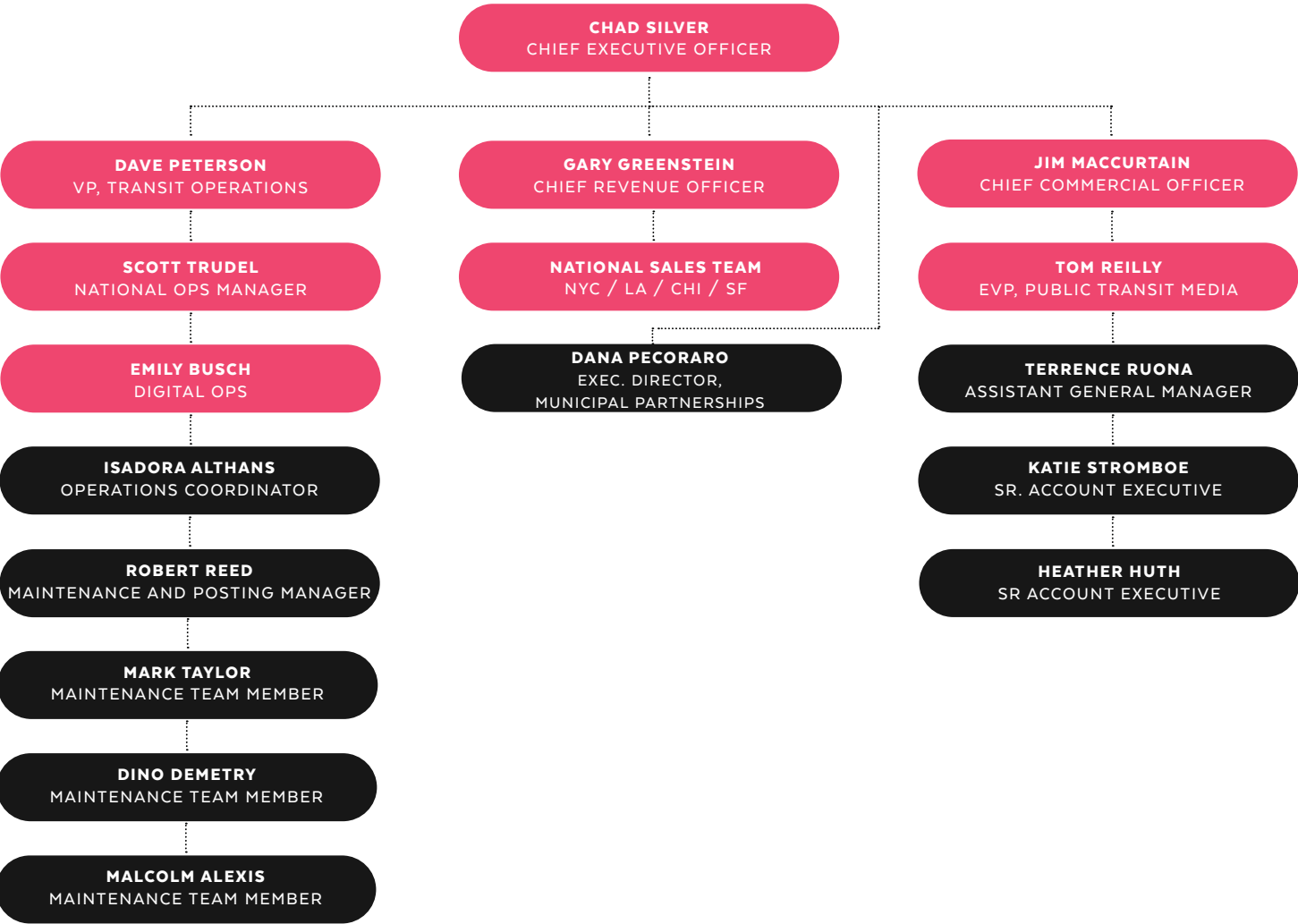
Whether it's coordinating ribbon cutting events, responding to requests for logo printing, volunteering for the annual "Stuff the Bus" drive, we have continually embodied the true spirit of partnership and are excited by the opportunity to continue our partnership with RTA for many years to come.



ORGANIZATION CHART

Included in this section is a summary of current Vector personnel, as well those roles to be hired that will have the most consistent direct contact with RTA during this process and following the awarding of the contract.

While Vector employs over 165 team members, the individuals included below are tasked with executing on the strategies necessary for the successful implementation of the RTA advertising program.



- EXECUTIVE TEAM
- RTA DEDICATED TEAM

WORK PLAN & SCHEDULE



OPERATIONS AND ACCOUNTING OVERVIEW

Quality Assurance & Revenue Reporting Integrity

With over 70 years' of combined experience, Executive Consultant of Operations Magnus Acheampong-Quaye, VP of Operations Dave Peterson and Sr. Director of Operations, Tina Padilla helm our operations teams across the country. Our local operations are managed Isadora Althans, Operations Coordinator, who works with our team of four (4) installers. Our local team reports to Dave Peterson and plays an integral role in the production, installation, and maintenance of advertising on RTA's assets.

CHARTING TEAM

Unightly, damaged, or outdated copy gives the appearance of neglect, leading to complaints from ridership, the community, and others. Vector understands this, and our Charting Team makes sure that all copy is appealing, crisp, and up-to-date.

The team is led by Christina Chan, who has served as National Inventory Manager at Vector for 16 years. Christina oversees inventory management for all of our markets across the country. Her team provides detailed work orders for accurate placement of advertising copy, ensures the prompt removal of dated copy, and charts out space throughout the year for RTA to support branding and initiatives while maintaining revenue. Our inventory management system, Billboard Planet tracks availability, campaign run dates, ad formats, client creative material, and more.

INVENTORY AUDITING PROCESS

Our experienced Vector operations team surveys RTA's fleet and shelters, mapping out a cleanup process to remove and replace old advertising along with a physical inventory assessment. As part of this survey, the team records and catalogs any damage or defects and share this information with the RTA.



"MTA's experience with Vector Media and their installers has been positive. The installers are professional, safety conscious, efficient and always clean their work area after completing the job. We at MTA look forward with working with Vector Media in the future."

BARRY AMES-Supervisor Service & Inspection,
Maryland Transit Administration

OPERATIONS AND ACCOUNTING OVERVIEW

Quality Assurance & Control



ART AND PRODUCTION TEAM

Our Art and Production team is led by Tina Padilla, who has managed this role for six years. Tina ensures all artwork and materials are received on time and meet specification requirements. The team works with RTA to receive pre-approval on any ad copy that may be required and then tracks shipments to ensure prompt installation.

QUALITY CONTROL FOR MATERIALS AND AUDITS POSTED GRAPHICS

Our teams ensure that all postings meet a rigorous standard of quality and maintenance throughout the advertising campaign. Staff report any damaged or missing posters encountered during daily postings and removals, providing on-site repairs or replacements for damaged ads.

For large-format ads and wraps, we photograph damaged areas so that replacement panels can be quickly found and installed. We remove dated and seasonal campaigns promptly at the campaign’s end. Teams perform full audits quarterly or as needed.

Our teams have long-standing relationships with leading vinyl wrap manufacturers, including 3M, FLEXcon, and General Formulations. Our material specifications meet or exceed all industry standards and we work with each of our transit partners to ensure all materials perform as expected.

OUR FIRST 90 DAYS

Our Roadmap for Success in New Orleans

Due to our team's decades of experience in New Orleans, in addition to our experience around the country, we understand how to best position RTA's program for success and manage the deployment and maintenance of our proposed digital deployment throughout RTA's system.

In addition to our ongoing sales and marketing efforts throughout the term of our contract, upon being awarded the new contract, we will conduct a PR and communications blitz announcing our continued partnership, create new marketing materials, and begin laying the groundwork for the digital deployment project, which will be overseen by Dana Pecoraro, a licensed contractor in the state of Louisiana.

Below is a brief overview and timeline of the work that will begin in the first 90 days of the new contract:

✓ **DIGITAL AND BUS SHELTER INFRASTRUCTURE DEPLOYMENT**

- Work will begin immediately upon award with an estimated timeline of 9 to 12 months
- Engage RTA to mutually agree upon digital assets and locations, along with new infrastructure for bus shelters (e.g. BusPas)
- Work with subcontractors (engineering, electrical, and construction) to begin site-by-site inspections and surveys (including surveys for fiber deployment)
- Order and receive digital screens from screen providers (Media Resources Inc., VividOOH)
- Engage Tolar Manufacturing for any retrofitting required of existing shelters
- Apply for all required local and state permits
- Once screens are received and all required permits (construction, zoning, DOT, etc.), construction will begin (trenching, installation/upgrades of electrical/fiber, retrofitting shelters, screen installation and testing, engineering inspections, enabling advertising CMS)

✓ **OUTBOUND OMNI-CHANNEL MARKETING AND PUBLIC RELATIONS**

- Announcement email blast to 2,000+ advertiser contacts
- Formal press release to wire services
- Industry publications announcements (OOH Today, Billboard Insider, MarketWatch etc.)
- Outreach to local New Orleans publications
- Website announcement and splash page
- Social media posts across all Vector accounts
- Google Ads paid search strategy
- Mobile-retargeting campaign

✓ **REFRESHED COMPREHENSIVE SELL KITS**

- Go-to-market launch deck for digital network
- New, fresh professional photography for existing and new formats
- Custom interactive media maps
- Data-driven audience analysis
- New advertiser category sell sheets and market overviews

REVENUE MODEL



REVENUE MODEL

Commitment to RTA's Advertising Program

REVENUE MODEL

We are excited to present the following revenue proposal for RTA's consideration. In our proposal, we will pay to RTA the greater amount of the MAG or the total share of revenues, as calculated below.

CONTRACT YEAR	MINIMUM ANNUAL GUARANTEE (MAG)	BUS / STREETCAR REVENUE SHARE %	BUS SHELTER REVENUE SHARE %
1	\$1,750,000	60%	50% / 65%*
2	\$1,805,000	60%	50% / 65%*
3	\$1,860,000	60%	50% / 65%*
4	\$1,915,000	60%	50% / 65%*
5	\$1,970,000	60%	50% / 65%*
TOTAL	\$9,300,000		
6	\$2,030,000	60%	50% / 65%*
7	\$2,090,000	60%	50% / 65%*
8	\$2,150,000	60%	50% / 65%*
9	\$2,220,000	60%	50% / 65%*
10	\$2,285,000	60%	50% / 65%*
TOTAL	\$10,775,000		

*REVENUE SHARE

As noted in the table above, the share of revenues for the bus and streetcar exterior/interior formats will be calculated and paid based upon 60% of revenues sold and collected.

For purposes of calculating and paying the share of revenues for the bus shelters and ferry terminal, we will pay to RTA 50% of the first \$1,500,000 in revenues sold and collected. RTA would then be paid 65% of revenues sold and collected exceeding \$1,500,000. We provide estimated revenues and estimated payments to RTA based upon those projections on the following page.

REVENUE MODEL

Commitment to RTA's Advertising Program

REVENUE MODEL

As part of RTA's evaluation of the guaranteed revenues over the life of the contract, we believe it is important for RTA to understand what the percentage of revenue may represent based upon our projected revenues in each year. These projections do not account for the additional revenues we would project as part of the newly deployed digital network.

CONTRACT YEAR	EST. REVENUES BUS/ STREETCAR	EST. REVENUES BUS SHELTERS		MINIMUM ANNUAL GUARANTEE (MAG)	EST. OVERAGE PAYMENT FOR REV SHARE	EST. TOTAL ANNUAL PAYMENT TO RTA (MAG + REV SHARE)
1	\$2,500,000	\$1,500,000		\$1,750,000	\$500,000	\$2,250,000
2	\$2,575,000	\$1,545,000		\$1,805,000	\$519,250	\$2,324,250
3	\$2,652,250	\$1,591,350		\$1,860,000	\$540,728	\$2,400,728
4	\$2,731,818	\$1,639,091		\$1,915,000	\$564,499	\$2,479,499
5	\$2,813,772	\$1,688,263		\$1,970,000	\$590,634	\$2,560,634
6	\$2,898,185	\$1,738,911		\$2,030,000	\$614,203	\$2,644,203
7	\$2,985,131	\$1,791,078		\$2,090,000	\$640,279	\$2,730,279
8	\$3,074,685	\$1,844,811		\$2,150,000	\$668,938	\$2,818,938
9	\$3,166,925	\$1,900,155		\$2,220,000	\$690,256	\$2,910,256
10	\$3,261,933	\$1,957,160		\$2,285,000	\$719,314	\$3,004,314

PROPOSAL FOR FINANCING DIGITAL INFRASTRUCTURE | ASSIGNMENT OF OWNERSHIP OF BUS SHELTERS

Vector Media is also willing to finance the capital expenses needed for a mutually agreed upon digital and shelter infrastructure deployment. We welcome the opportunity to discuss the details of this arrangement.

Additionally, as RTA is aware, Vector Media owns 18 of the bus shelters in the RTA system. At the end of our agreement, RTA or a prospective new operator is required to purchase the bus shelters from Vector Media if RTA wishes to continue using them.

If Vector Media is awarded the new contract as part of this RFP, we would be willing to assign ownership of the bus shelters to RTA without further compensation - an estimated \$705,000 in value.



Board Report and Staff Summary

File #: 25-084

Board of Commissioners

Award contract for Renovation of the Algiers Ferry Terminal

DESCRIPTION: Request Board authorization to execute contract with CDW Services LLC for the renovation of the Algiers Ferry Terminal and Algiers Ferry Maintenance Building	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 execute a contract with CDW Services LLC for the renovation of the Algiers Ferry Terminal and Algiers Ferry Maintenance Building for the amount of \$9,538,000 and a contract term of two years.

ISSUE/BACKGROUND:

In 2019, RTA received an award from the Federal Transit Administration (FTA) Passenger Ferry Grant Program to rehabilitate the Algiers Point Ferry Terminal and Lower Algiers Ferry Maintenance Building. In 2022, RTA received an additional FTA grant to further enhance the scope and scale of renovations of the Algiers Point Ferry Terminal.

The Algiers Point Ferry Terminal renovations will make the terminal more operationally effective by removing the now obsolete pedestrian bridge; upgrading the main passenger access ramp; retrofitting the site to improve site circulation, landscaping, and stormwater retention; and upgrading the interior for enhanced community use and RTA administrative offices.

The Ferry Maintenance Facility, located next to the Lower Algiers ferry landing, needs repairs. The exterior envelope of the building needs to be waterproofed; the HVAC system needs to be replaced; and there is general deferred maintenance that needs to be addressed.

The design process, led by Batture, LLC and their architecture sub-consultant, Studio West, was completed over the course of 2024. A robust community engagement process, which featured multiple community meetings throughout the year, informed the design. The construction bid documents were completed in January 2025; the bid package was released in April; and the bids were opened on May 28, 2025.

The scope of work for this project is aligned with the Agency's *Strategic Mobility Plan*, Action Item #UP4 - *Complete renovation of Algiers Point Ferry Terminal and replacement of Algiers barges*.

DISCUSSION:

The Capital Projects team prepared an initial budget of \$8.4M, including construction contingency, for the renovation of the Ferry Terminal and Ferry Maintenance Building. The most recent Engineer's

Opinion of Probable Costs was completed in December of 2024 based on the 100% Construction Documents, and the estimated base bid cost at that time was \$8.2M. For the Independent Cost Estimate (Attachment 3), staff have added a 12.5% adjustment factor to the Opinion of Probable Cost to reflect the impact of recent federal action (tariffs and immigration enforcement) on commercial construction costs, bringing the cost estimate for the project to \$9.3 M.

Invitation for Bids (IFB) No. 2025-016 was released on April 15, 2025. Four (4) responsive proposals were received and determined responsive. The Procurement department found the lowest cost, responsive and responsible bidder to be CDW Services LLC, and Procurement has recommended CDW Services LLC's bid for the award. This bid is approximately \$238,000.00 over the Independent Cost Estimate. Staff will address this overage in relation to the project budget in three ways. First, RTA is in discussions with the City of New Orleans to transfer responsibility of Right of Way improvements in front of the Ferry Terminal from the RTA to the City's Department of Public Works via a Cooperative Endeavor Agreement (CEA), to be paid for by City capital funds. This would save approximately \$345,000.00 from the project budget. Second, the RTA will allocate local capital funds from the RTA's capital budget to cover the delta between the project's construction budget and the \$9,538,000.00 bid price. Third, the RTA is securing use unexpended Federal Highway Administration (FHWA) Ferry Boat Program (FBP) formula funds for ferry projects to cover a portion of the delta. The RTA is working with FTA staff to finalize the use of these funds.

The renovation of the Ferry Terminal is scheduled to be completed in September 2026, and the renovation of the Ferry Maintenance Building is scheduled to be completed in November 2026. The contract term will be for two years. RTA will work with the design team and the selected contractor to minimize disruptions to the ferry service and will keep the public informed of any scheduled disruptions and of alternative transit service during disruptions.

FINANCIAL IMPACT:

The \$9.538 million cost of the renovation will be paid from \$1,383,919 from FTA Grant LA2019-005, \$4,938,758.00 from FTA Grant LA2024-024, and \$1,307,723 from FHWA FBP funds with the balance of funding, totaling \$1,907,600, coming from local match funds in account 01-6100-00-1501-000-00-00-00-00000-00000. If, as discussed above, the RTA executes a CEA with the City, the local match would be reduced by approximately \$345,000.00.

NEXT STEPS:

Following award, staff will execute the contract with CDW Services LLC, issue a Notice-to-Proceed and kickoff the project.

ATTACHMENTS:

1. Resolution
2. Procurement summary IFB 2025-016
3. Independent Cost Estimate (modified Engineers Opinion of Probable Cost)
4. Administrative Review Form IFB 2025-016
5. Invitation to Bid (IFB) 2025-016

6. Bid - CDW Services LLC

Prepared By: Rafe Rabalais, rrabalais@rtaforward.org
Title: Director of Capital Projects

Reviewed By: Dwight Norton, dnorton@rtaforward.org
Title: Chief Planning and Capital Projects Officer

Reviewed By: Gizelle Johnson Banks
Title: Chief Financial Officer



Lona Edwards Hankins
Interim Chief Executive Officer

9/16/2025

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

**AWARD CONTRACT TO CDW SERVICES LLC FOR RENOVATION OF THE ALGIERS
POINT FERRY TERMINAL AND LOWER ALGIERS MAINTENANCE FACILITY**

Introduced by Commissioner _____, seconded
by Commissioner _____.

WHEREAS, the New Orleans Regional Transit Authority ("RTA") secured federal grant funding in 2019 and 2022 for the renovation of the Algiers Point Ferry Terminal and Lower Algiers Maintenance Facility; and

WHEREAS, Action Item UP4 of the RTA's Strategic Mobility Plan identifies the renovation of the Algiers Point Ferry Terminal as an Agency priority; and

WHEREAS, the design of the Ferry Terminal and Maintenance Facility renovations was completed in January 2025 with input from riders, the community, and stakeholders including the City of New Orleans; and

WHEREAS, a construction budget of \$8.4 million was established by the Capital Projects team funded by FTA grants LA2019-005 and LA2024-024 and local match funds from the Capital budget approved in the FY2025 Operating Budget and included in the 2025-2029 5-year Capital Investment Program (CIP) using account 01-6100-00-1501-000-00-00000-00000; and



RESOLUTION NO. _____

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WHEREAS, a design package was prepared and released for public bid on April 15, 2024, Invitation to Bid (IFB) No. 2025-016 with a 32.27% DBE/SBE goal; and

WHEREAS, a bid from CDW Services LLC at \$9,538,000 was determined to be the lowest responsible, responsive bid; and within the updated project budget; and

WHEREAS, this bid is determined to be within range of the engineer's Opinion of Probable Cost especially given the volatility of construction pricing in the face of recent federal tariffs; and

WHEREAS, the construction cost overage will be addressed by sharing some of the project scope with the City of New Orleans through an anticipated Cooperative Endeavor Agreement and through the use of additional local match funds from account 01-6100-00-00-1501-000-00-00-00000-00000; and

WHEREAS, funding for the construction costs will be \$1,383,919 from FTA grant LA2019-005, \$4,938,758 from FTA grant LA2024-024, and \$1,307,723 from FHWA Ferry Boat Program funds with the balance of funding, totaling \$1,907,600, coming from local match funds in account 01-6100-00-1501-000-00-00-00000-00000; and

NOW, THEREFORE, BE IT RESOLVED the RTA Board of Commissioners authorizes the Chairman of the Board or its designee to award a contract to CDW Services LLC in the amount of \$9,538,000 and a contract term of two years for the renovation of the Algiers Point Ferry Terminal and Lower Algiers Maintenance Facility.

T



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

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RESOLUTION NO. _____

Page 2

HE 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 23rd DAY OF SEPTEMBER 2025.

FRED NEAL, JR.
CHAIRMAN
BOARD OF COMMISSIONERS

PROCUREMENT SUMMARY-IFB 2025-016

REQUIREMENTS

A Solicit Request Routing Sheet for Algiers Ferry Terminal with an attached scope of work was received by Procurement on March 7, 2025.

SOLICITATION

Invitation for Bid (IFB) No. 2025-016 Public Notice was published in The Advocate. Public Notice and the IFB 2025-016 were posted on the RTA website beginning 04/15/25. The IFB submittal deadline was 05/28/25 at 2:00pm.

IFB SUBMITTAL

Submittal deadline was 05/28/25 at 2:00pm. Five (5) bids were received on or before the submittal deadline and read publicly; one (1) was received after the submittal deadline. Briana Howze handled the receipt of all submissions received.

DETERMINATION

Five (5) responsive bids were received and determined responsive. One (1) bid was determined non-responsive.

SUBMITTAL ANALYSIS

Respondents

Gibbs Construction
Woodward Design
CDW Services LLC
Verius Property Group
TKTMJ, Inc
CM Combs Construction

Required Forms

All Forms Submitted
All Forms Submitted/ Didn't meet DBE goal
All Forms Submitted
All Forms Submitted/ Rescinded bid
All Forms Submitted
Non-Responsive/ Received after bid deadline

SUMMARY

An Administrative Review was prepared by Briana Howze. CDW Services LLC has been determined to be fair and reasonable and is recommended for the award.

**Regional Transit Authority
Administrative Review Form**

Project Name: Algiers Ferry Terminal

Type of Solicitation: IFB 2025-016 DBE/SBE Participation Goal: 32.27% Number of Respondents: 5

Prime, Primary Contact and Phone Number	DBE and Non-DBE Subconsultants	DBE Commitment Percentage	Price (RFP and ITB ONLY)
Gibbs Construction	Yes	N/A	\$11,500,000.00
Woodward Design	No	N/A	\$10,363,000.00
CDW Services LLC	Yes	N/A	\$9,538,000.00
Verius Property Group	No	N/A	\$8,895,000.00
TKTMJ, Inc.	Yes	N/A	\$10,200,000.00
CM Combs Construction	No	N/A	\$8,528,000.00

*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
Gibbs Construction	Y	Y	Y	Y	Y	Y	Y	Y	Y
Woodward Design	Y	Y	Y	Y	Y	Y	Y	Y	Y
CDW Services LLC	Y	Y	Y	Y	Y	Y	Y	Y	Y
Verius Property Group	Y	Y	Y	Y	Y	Y	Y	Y	Y
TKTMJ, Inc.	Y	Y	Y	Y	Y	Y	Y	Y	Y
CM Combs Construction	Y	Y	Y	Y	Y	Y	Y	Y	Y

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

Vendor Name: CDW Services LLC

Certified by: Name and Title: Briana Howze, Contract Administrator

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
Gibbs Construction	N/A	N/A	N/A	N/A	Y	Y	49	N/A	N/A
Woodward Design	N/A	N/A	N/A	N/A	Y	Y	103	N/A	N/A
CDW Services LLC	N/A	N/A	N/A	N/A	Y	Y	20	N/A	N/A
Verius Property Group	N/A	N/A	N/A	N/A	Y	Y	15	N/A	N/A
TKTMJ, INC.	N/A	N/A	N/A	N/A	Y	Y		N/A	N/A
CM Combs Construction	N/A	N/A	N/A	N/A	Y	Y	10	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: CDW Services LLC.

Certified by: Name and Title: Briana Howze, Contract Administrator

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name:	Algiers Ferry Terminal Renovation
Project Number:	2019-MA-01
Date of Estimate:	July 10 th , 2025
Description of Goods/Services:	Algiers Ferry Terminal Renovation General Construction Contract

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

Method of Obtaining Estimate:

- ☐ 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)

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

An Engineer's Opinion of Probable Construction Costs (OPCC) for the Algiers Ferry Terminal Renovation Project was completed by Studio West, the project's selected architectural and engineering firm, on December 20, 2024. This cost estimate was based on the 100% design drawings and associated technical documentation and concluded that total construction costs would amount to \$8,237,713.83.

However, since the issuance of the OPCC, significant changes in the construction materials market have emerged that are likely to affect the project's final cost. According to the Bureau of Labor Statistics and independent cost indexes such as RSMeans and the Turner Construction Cost Index, the construction industry is experiencing notable inflation rates in 2025. This trend is driven by a combination of supply chain disruptions, increasing global demand for construction materials, and the impact of new federal tariff policies introduced by the White House. In early 2025, the White House implemented an expanded tariff framework targeting imported steel, aluminum, and other key raw materials frequently used in construction. These policy changes are expected to

increase the cost of both structural components and finish materials. Construction forecasting services, including the National Association of Home Builders, have projected an average 10–15% increase in construction costs year-over-year, with a midrange estimate of 12.5% cited as a baseline for project budgeting.

Given that the Engineer's estimate predates these federal actions, the Regional Transit Authority has adjusted the projected construction cost upward by 12.5% to account for anticipated inflation. This adjustment results in a revised expected construction cost of \$9.3MM, which will serve as the basis for the anticipated general construction cost for the project.

Through the method(s) stated above, it has been determined the estimated total cost of the goods/services is \$9.3MM

The preceding independent cost estimate was prepared by:

Rafe Rabalais

Name

A handwritten signature in dark ink, appearing to read 'R. Rabalais', is written over a horizontal line.

Signature

Algiers Ferry Cost Worksheet

Phase/Area	Item No.	Cost Item	Quantity	UOM	Unit Price	Amount	Current Subtotals	Comments
Demolition	02 40 00	D1 - Remove Left Side Ramp	1.0	LS	\$ 30,000.00	\$ 30,000.00		
	02 40 10	D2 - Remove Light Poles on Ramp	6.0	EA	\$ 1,750.00	\$ 10,500.00		
	02 40 20	D3 - Remove Front Ped Entrance Bridge w/ Roof	1.0	LS	\$ 114,000.00	\$ 114,000.00		
	02 40 30	D4 - Remove Handrail around building	1.0	LS	\$ 10,000.00	\$ 10,000.00		
	02 40 40	D5 - Remove Ped Bridge w/ Roof & Walkway Grn Level to Elect Rm.	1.0	LS	\$ 620,000.00	\$ 620,000.00		
	02 40 50	D6 - Remove Slab for New Elevator	1.0	LS	\$ 15,000.00	\$ 15,000.00		
	02 40 70	D8 - Remove Concrete Cap on Dolphins	1.0	LS	\$ 30,000.00	\$ 30,000.00		
	02 40 80	Concrete Barrier w/ Fence	365.0	LF	\$ 75.00	\$ 27,375.00		
	02 40 90	Misc Concrete Removal	12270.0	SF	\$ 3.00	\$ 36,810.00		
	02 50 00	Traffic Barriers	10.0	EA	\$ 200.00	\$ 2,000.00		
	02 50 10	Stairs	1.0	LS	\$ 3,500.00	\$ 3,500.00		
	02 50 20	Bollards	21.0	EA	\$ 150.00	\$ 3,150.00		
	02 50 30	Benches, planters, flagpole, and bus stop	1.0	LS	\$ 15,000.00	\$ 15,000.00		
	02 50 40	Light Poles	10.0	LS	\$ 1,000.00	\$ 10,000.00		
	02 50 40	Mobilization	1.0	LS	\$ 250,000.00	\$ 250,000.00	\$ 1,177,335.00	
Foundation, Concrete Stairs and Planters	31 62 19	Pile Driving	46.0	EA	\$ 3,600.00	\$ 165,600.00		Class B Timber Pile 7" up 12" butt 65"
	02 50 50	Excavation	650.0	CY	\$ 30.00	\$ 19,500.00		5-6 pile clusters @ 75' - 20' thick
	03 30 00	Pile Caps	12.0	EA	\$ 4,500.00	\$ 54,000.00		
	03 30 10	Concrete Columns	1.0	LS	\$ 50,000.00	\$ 50,000.00		
	03 30 20	Grade Beams	1.0	LS	\$ 75,000.00	\$ 75,000.00		
Bridge Structure & Walkway Cover	03 30 30	Concrete Stairs, Ramp, & Planter	1.0	LS	\$ 450,000.00	\$ 450,000.00	\$ 814,100.00	
	50 00 00	1/4" Fiberglass Plate Grating Panels w/ Fasteners	2000.0	SF	\$ 35.00	\$ 70,000.00		4' x 8' x 1/4" Sheets @ \$35/SF. Fasteners 4' O.C. with Freight & Install
	50 10 00	Steel Structural Tube	1.0	SF	\$ 415,000.00	\$ 415,000.00		HSS Pedestrian Canopy Framing
	50 20 00	Standing Seam Metal Roofing	3000.0	SF	\$ 45.00	\$ 135,000.00		Structure and standing seam cover 150' x 12-14'
	50 30 00	Angle Iron Gates & Wire Mesh Panels	1.0	LS	\$ 35,000.00	\$ 35,000.00		
	50 40 00	SS Handrails	802.0	LF	\$ 150.00	\$ 120,300.00	\$ 775,300.00	
	03 30 40	Concrete Slab on Metal Deck	2532.0	SF	\$ 18.00	\$ 45,576.00		1.5" Thick slab - Pump, Place and Finish. 2nd Floor and Slab Infill at 1st floor
	05 30 00	Existing Floor Slab Repairs	150.0	SF	\$ 65.00	\$ 9,750.00		Repair spawling in existing slab
	05 10 00	Structural Steel Package	1.0	LS	\$ 310,000.00	\$ 310,000.00		First floor columns, structural steel framing at 2nd fl, roof, int. stair landing, bar joist, metal decking, elevator guide rail & hoist beam, steel canopies, 230lf site ceiling, 120lf new steel railing to match existing.
	05 20 00	Metal roof system Coating and Screw Repair	1.0	LS	\$ 120,000.00	\$ 120,000.00		Clareatory can be run at lower cost than Storefront
	07 00 10	SBS Mod-Bit Roof	2455.0	SF	\$ 45.00	\$ 110,475.00		
	07 10 00	Insulation XPS Panels Under 1st Floor Conc Deck	0.0	SF	\$ 4.00	\$ -		
	07 20 10	EIFS at Underside of 1st Floor Slab	3323.0	SF	\$ 22.00	\$ 73,106.00		
	04 10 10	Brick Demo and Patch at Storefront	1.0	LS	\$ 7,500.00	\$ 7,500.00		
	05 20 30	Metal Column Wraps	250.0	SF	\$ 90.00	\$ 22,500.00		
	08 40 00	Exterior storefront entrance systems	130.0	SF	\$ 110.00	\$ 14,300.00		
	08 40 10	Exterior Glazed Openings	950.0	SF	\$ 150.00	\$ 142,500.00		
	08 40 10	Existing Glazing - Low E Film	2200.0	SF	\$ 8.00	\$ 17,600.00		
	09 00 00	Interior partitions (metal stud framing, sound attenuation batts, gypsum	9300	SF	\$ 10.00	\$ 93,000.00		
	08 10 00	Exterior doors / frames / hardware	6.0	EA	\$ 2,000.00	\$ 12,000.00		
	08 20 00	Interior doors / frames / hardware	13.0	EA	\$ 2,000.00	\$ 26,000.00		
	08 30 00	ADA Automatic Door Opener	1.0	EA	\$ 4,000.00	\$ 4,000.00		
	09 60 00	Rubber Base	1500.0	LF	\$ 3.00	\$ 4,500.00		
	10 28 00	Restroom Grab Bars & Toilet Accessories	2.0	EA	\$ 2,000.00	\$ 4,000.00		
	09 68 00	Carpet Tile	362.0	SF	\$ 32.00	\$ 11,584.00		
	09 82 00	LVT Flooring	250.0	SF	\$ 5.00	\$ 1,250.00		
	09 85 00	Porcelain floor tile (R/R floor and base)	150.0	SF	\$ 16.00	\$ 2,400.00		
	09 65 10	Ceramic Wall Tile	550.0	SF	\$ 15.00	\$ 8,250.00		
	09 51 00	Acoustic Ceiling Tile	3323.0	SF	\$ 3.00	\$ 9,969.00		
	09 21 00	Gyp. Board Ceiling	3500.0	SF	\$ 10.00	\$ 35,000.00		
	09 72 00	Painting Interior & Exterior Soffit	15000.0	SF	\$ 2.60	\$ 39,000.00		
	09 83 00	Acoustic Wall/Ceiling Coverings	600.0	SF	\$ 18.00	\$ 10,800.00		
	06 40 00	Millwork and Solid Surface Counter top	1.0	LS	\$ 55,000.00	\$ 55,000.00		
	14 20 00	Elevator - Trackson Power 2 Stop/Front & Back Access	1.0	EA	\$ 125,000.00	\$ 125,000.00		Controls in Conf Room/Office Manual with Chain
	12 20 00	Window Coverings	1.0	EA	\$ 75,000.00	\$ 75,000.00		

Algiers Ferry Cost Worksheet

Phase/Area	Item No.	Cost Item	Quantity	UOM	Unit Price	Amount	Current Subtotals	Comments
Site Improvements	22 00 00	Plumbing	1.0	LS	\$ 150,000.00	\$ 150,000.00		Review in process
	23 00 00	HVAC	1.0	LS	\$ 440,000.00	\$ 440,000.00		Increase 21 to 28 tons
	26 00 00	Electrical / Low Voltage	1.0	LS	\$ 550,000.00	\$ 550,000.00		
	11 30 13	Appliances - Microwave & Fridge	1.0	LS	\$ 3,000.00	\$ 3,000.00		
	11 40 00	Food Service Kitchen Equip for Concession	1.0	LS	\$ 3,000.00	\$ 3,000.00		
	10 06 10	Interior Signage	7.0	EA	\$ 175.00	\$ 1,225.00		
	10 06 20	Interior specialty signage	1.0	EA	\$ 3,500.00	\$ 3,500.00		
	10 06 10.13	Exterior monumental signage	1.0	EA	\$ 10,000.00	\$ 10,000.00		
	32 14 00	Concrete pavement	634.0	SY	\$ 240.00	\$ 154,160.00	\$ 2,550,785.00	
	32 14 00	Roadway Paving DPW	1544.0	SY	\$ 240.00	\$ 370,560.00		
Site Improvements	32 13 00	Roadway Paving	300.0	SY	\$ 160.00	\$ 48,000.00		
	32 16 00	Curb & Gutter	340.0	LF	\$ 80.00	\$ 27,200.00		
	32 16 00	Curb & Gutter DPW	1160.0	LF	\$ 80.00	\$ 92,800.00		
	32 17 23	Striping	447.0	SY	\$ 100.00	\$ 44,700.00		
	26 56 00	Site Lighting	1.0	LS	\$ 12,000.00	\$ 12,000.00		
	32 93 00	Landscape	30.0	EA	\$ 3,500.00	\$ 105,000.00		
	32 33 00	Site Furnishings	1.0	LS	\$ 100,000.00	\$ 100,000.00		F51-6 EA, F52-10 EA, F53-2 EA, F54-4 EA, F55-23 EA, F56-16 EA, F58-26 EA, F59-27 EA, F60-6 EA
	32 80 00	Irrigation	1.0	LS	\$ 30,000.00	\$ 30,000.00		Planting, soils
	28 19 00	Auto Gate Arm Operators	1.0	LS	\$ 10,000.00	\$ 10,000.00		Furniture, etc
	01 00 00	CNO Permit Fee	1.00	LS	\$ 60,000.00	\$ 60,000.00	\$ 1,050,420.00	
Algiers Terminal General Conditions (Construction)	01 00 10	General Conditions (8%)	8%	%	\$ 6,367,940.00	\$ 509,435.20		
	01 00 20	Overhead (6%)	6%	%	\$ 6,877,375.20	\$ 412,642.51		
	01 00 30	Profit (6%)	6%	%	\$ 7,290,017.71	\$ 437,401.06		
		GC Subtotal					\$ 1,419,478.77	
Contingency		Contingency (0%)	0%	%	\$ 7,727,418.77	\$ -	\$ -	
Construction Algiers Terminal		Total					\$ 7,787,418.77	
Interior Buildout SF	06 00 00	Metal Roof System Coating and Screw Repair	10420.0	SF	\$ 7.50	\$ 78,150.00		TPO 60 mil 1" insulation mechanical fastened, dens deck, adhered vapor barrier
	06 00 00	Metal Wall Panel Coating	1.0	LS	\$ 25,000.00	\$ 25,000.00		
	08 40 10	Exterior Windows	1.0	LS	\$ 25,000.00	\$ 25,000.00		
	09 00 00	Demo Interior and Repair Termite/Water Damage	1.0	LS	\$ 17,500.00	\$ 17,500.00		
	09 00 00	Interior Build Out (sound attenuation batts, gypsum board, ACT ceiling, flooring)	1028.0	SF	\$ 100.00	\$ 102,800.00		
	23 00 00	Exhaust Fans/Heaters	1.0	LS	\$ 15,000.00	\$ 15,000.00		
	22 13 39	Lift Station	1.0	LS	\$ 87,000.00	\$ 87,000.00		
	09 00 00	Concrete Floor	7500.0	SF	\$ 2.75	\$ 20,625.00		120 gal pump station with (2) 60 GPM pumps
	01 00 40	General Conditions (8%)	8%	%	\$ 371,075.00	\$ 29,586.00	\$ 371,075.00	
	01 00 50	Overhead (6%)	6%	%	\$ 400,761.00	\$ 24,045.66		
Maintenance General Conditions (Construction)		Profit (6%)	6%	%	\$ 424,806.66	\$ 25,488.40		
Maintenance Contingency		Construction Contingency (0%)	0%	%	\$ 450,295.06	\$ -	\$ -	
Total Construction Maintenance		Total					\$ 450,295.06	
RTA ALGIERS CONSTRUCTION TOTAL \$							\$ 8,237,713.83	
CONSTRUCTION BUDGET \$							\$ 7,900,000.00	
VARIANCE (BUDGET - ESTIMATE) \$							\$ (337,713.83)	
TOTAL ALTERNATE \$							\$ 474,837.85	
VARIANCE (BUDGET - ESTIMATE W/ ALT) \$							\$ (812,551.69)	

ALT. 1 - Maintenance Roof Recover TPO	1.00	LS	\$156,300.00	\$ 156,300.00
ALT. 2 - Pavers & Bench	1.00	LS	\$90,000.00	\$ 90,000.00
ALT. 3 - Canopy & Roofing	1.00	LS	\$145,000.00	\$ 145,000.00
Site Alternate Subtotal				\$ 391,300.00
General Conditions (8%)	8%	%	\$391,300.00	\$ 31,304.00
Overhead (6%)	6%	%	\$422,604.00	\$ 25,356.24
Profit (6%)	6%	%	\$447,960.24	\$ 26,877.61
Site Alternate Total				\$ 474,837.85

Detailed 10-15% Construction Cost Increase Breakdown (2024-2025)			
1. Material Costs (5-7% Increase)			
Material	Price Increase	Key Drivers	Source
Structural Steel	12-25%	25% tariff on imported steel, supply chain issues	ABC News + CRU Group, U.S. Census Bureau
Lumber	15-18%	Canadian softwood lumber tariffs, wildfire disruptions	NAHB
Copper Wiring	30-40%	Global semiconductor shortage, electrical vehicle demand	CNBC
Concrete	3-5%	Diesel fuel costs (+22%), cement plant closures	USGS
Subtotal Impact: Adds \$8-12 per sq.ft. to commercial projects			
2. Labor Costs (3-4% Increase)			
Factor	Impact	Data Source	BLS
Skilled labor wages	+10-15% in Sun Belt states	BLS	BLS
Worker shortages	430,000 unfilled construction jobs (Q1 2025)	AGC	Associated General Contractors (AGC), 2025
Immigration effects	30% drop in migrant labor (TX/FL)	Pew Research	Pew Research Center 2024
Subtotal Impact: Adds \$4-6 per labor hour			
3. Tariffs & Trade Policies (2-3% Increase)			
Policy	Cost Impact	Source	U.S. Department of Commerce
Steel/Aluminum tariffs	+\$1.50/sq.ft. for commercial	Commerce Dept	Government Accountability Office (GAO)
"Buy American" rules	7-12% premium on federal projects	GAO	Office of U.S. Trade Representative (USTR)
Chinese machinery tariffs	60% on cranes/excavators	USTR	
Key Example: A \$50M hospital project now requires \$3.75M extra for compliant materials			
4. Supply Chain & Overhead (1-2% Increase)			
Category	Cost Increase	Reason	Turner Construction Index 2025
Equipment rentals	18%	Tariffs on Chinese machinery	
Builder's risk insurance	22%	Increased climate/disruption claims	Marsh McLennan, 2024
Diesel fuel	28%	Global oil markets, refinery closures	U.S. Energy Information Admin
Source: Turner Construction Q1 2025 Report			
Geographic Variations			
Region	Total Cost Increase	Key Factors	
Texas/Florida	14-18%	Severe labor shortages + hurricane risks	
Northeast	10-12%	Union labor premiums + urban logistics	
Midwest	8-10%	Lower labor impacts but material delays	RS Means
Source: RSMeans Regional Cost Index			

Citations

1. National Association of Home Builders (2023). "Softwood Lumber & Housing Costs."

2. Bureau of Labor Statistics (2025). "Construction Employment and Wage Index."

3. Pew Research Center (2024). "U.S. Labor and Migration Trends."

4. U.S. Geological Survey (2024). "Cement and Concrete Sector Outlook."

5. Turner Construction Company (Q1 2025). "Building Cost Index."

6. CRU Group (2022-24). "Steel & Aluminum Import Trends."

7. U.S. Dept. of Commerce (2024). "Tariff Impact Fact Sheet."

8. RSMeans (2025). "Regional Construction Cost Index Update."

9. Government Accountability Office (2023). "Buy American Compliance Review."

10. Marsh McLennan (2024). "Builder's Risk Insurance Trends."

**PUBLIC NOTICE
REGIONAL TRANSIT AUTHORITY
INVITATION FOR BID (IFB) #2025-016
ALGIERS FERRY TERMINAL AND FERRY MAINTENANCE BUILDING RENOVATION**

Project Description: The Regional Transit Authority (RTA) invites qualified vendors to provide bids for renovation of the Algiers Ferry Terminal and Ferry Maintenance Building per drawings and specifications in IFB 2025-016.

How to obtain a copy of the IFB: Specifications and further information concerning the IFB may be obtained Tuesday, April 15, 2025 from the RTA's Procurement website at <https://norta.procurement.com/home>. You will be required to first register on this website. The IFB can also be obtained at Regional Transit Authority's website at <http://www.norta.com>

Clarification Deadline: Any questions or further information concerning this IFB must be submitted through <https://norta.procurement.com/home> by 11:00 AM on May 21, 2025. Only written questions submitted through Procurement site shall be considered official. All answers to questions shall be by formal addenda posted to the website under IFB 2025-016.

A Pre-Bid meeting will be held Wednesday April 30, 2025, at 11 AM in the RTA boardroom located at 2817 Canal Street, New Orleans LA 70119.

Responding to IFB: Bids shall be submitted through the RTA's Procurement website or delivered to 2817 Canal Street, New Orleans, LA 70119 on or before 11:00 A.M., Wednesday, May 28, 2025.

A Bid Opening will be held in the RTA Board Room located at 2817 Canal Street, New Orleans, LA 70119, on Wednesday, May 28, 2025, at 11:00 AM. Any questions or further information concerning the IFB may be submitted Via <https://norta.procurement.com/home>, beginning on April 15, 2025.

RTA in accordance with 49 Code of Federal Regulations (CFR) Part 26 has an obligation to ensure nondiscrimination of Disadvantaged Business Enterprises (DBEs) and to comply with all federal, state and local regulations relative to utilization of DBEs on publicly funded projects. The RTA is committed to utilization of DBEs on all federally funded projects toward attainment of the agency's established overall goal of 32%. **A DBE goal of 37.27% has been established for this project.**

Notice to all offerors is hereby provided that in accordance with all applicable federal, state and local laws the RTA will ensure that DBEs are afforded full opportunity to submit offers and responses to this solicitation and to participate in any contract consummated pursuant to this advertisement. Additionally, no offeror will be discriminated against on the basis of age, sex, race, color, religion, national origin, ethnicity or disability. For additional information contact the RTA's Small Business Office at 504-827-8301.

The RTA reserves the right to accept or reject any and all proposals submitted.

**Lona Hankins
Chief Executive Officer
Regional Transit Authority**

**INVITATION FOR BIDS
FROM
REGIONAL TRANSIT AUTHORITY**

SUBJECT: **ALGIERS FERRY TERMINAL AND FERRY MAINTENANCE BUILDING**

DATE: APRIL 15, 2025

INVITATION
FOR BIDS NO. 2025-016

BID OPENING: Wednesday, May 28, 2025, 11:00 A.M.

The Regional Transit Authority invites bids for supplies and/or services set forth above in accordance with the specifications enclosed herewith.

Bids MUST be received at the RTA Office by the date and time set for bid opening.

Enclosures MUST include ("X" indicates item enclosed)

 X Instruction to Bidders

 X General Provisions

 X Technical Specifications

 X Bid Forms

BIDDER SUBMISSION CHECKLIST

The following items must be submitted in order to be considered responsive and are due on the bid submittal date.

Louisiana Uniform Public Work Bid Form (Attachment 1)

Buy America Certificate of Compliance

Certificate on Primary Debarment

Certificate Regarding Debarment– Lower Tier

Certification of Restrictions on Lobbying

Non-Collusion Affidavit

DBE Form 1 – Contract Participation and DBE Commitment

DBE Form 2 – DBE Participation Questionnaire

DBE Form 3 – Documentation of Good Faith Efforts (if applicable)

INSTRUCTIONS FOR OBTAINING FORMS

Go to RTA’s official web site at:

<https://www.norta.com/get-to-know-us/doing-business-with-us/procurements-contracts>

Click on “Vendor Form Library”

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ATTACHMENTS

Louisiana Uniform Public Works Bid Form

I. INSTRUCTIONS TO BIDDERS

1.1 SCOPE

The contract awarded pursuant to this Invitation for Bids shall be a fixed price contract. The contract price shall include all labor, materials, supplies, service tools, equipment, etc. All which are necessary for the Renovation of the Algiers Ferry Terminal and Ferry Maintenance Building.

1.2 CONTRACT DOCUMENTATION

Any contract resulting from this solicitation shall contain the terms and conditions included in this Invitation for Bids and any addenda issued pursuant hereto.

Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The financial proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection.

You are reminded that while trade secrets and other proprietary information you submit in conjunction with this procurement may not be subject to public disclosure, you must claim such protections at the time of submission of your technical proposal. You should refer to the Louisiana Public Records Act for further clarification.

The City will not credit any blanket exemption claims lacking specific justification.

You shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” to claim protection, if any, from disclosure. You shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages ____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Respondent as a result of or in connection with the submission of this proposal, the RTA of New Orleans shall have the right to use or

disclose the data therein to the extent provided in the contract. This restriction does not limit the RTA of New Orleans’s right to use or disclose data obtained from any source, including the Respondent, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “**CONFIDENTIAL**”.

You must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as “confidential”, you agree to indemnify and defend (including attorney’s fees) the RTA and hold the RTA harmless against all actions or court proceedings that may ensue which seek to order the RTA to disclose the information.

The RTA reserves the right to make any proposal, including proprietary information contained therein, available to RTA personnel for the sole purpose of assisting the RTA in its evaluation of the proposal. The RTA shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

1.3 BID REQUIREMENTS (ELECTRONIC BID SUBMITTAL)

Electronic Bids shall be uploaded online at <https://norta.procureware.com/home>

1.4 PRICING

Regional Transit Authority is exempt from all taxes; however, only Louisiana State Sales Tax Exemption for materials incorporated into the final product will be transferrable to the Contractor. The Contractor shall pay all other sales, use, and other similar taxes that are enacted as of the Contract execution or subsequently revised or added. Regional Transit Authority Ferry Service will pay no sales taxes or for any increase in sales taxes, unless such increase in sales tax is due to a change in the interpretation of the Louisiana Tax Code by the Louisiana State Tax Commission and such increase in sales tax is the subject of an authorized change order. Whenever there is a discrepancy between a unit price and any extension, the unit price shall govern. Bidders are hereby notified that discount terms shall not be used in the determination of award of this contract.

1.5 BRAND NAMES

Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, these specifications are used only to denote the quality

standard of product, style type, and character of product desired and do not restrict bidders to the specific brand, make, manufacturer or specification named. Any deviation from named brands shall approved by Owner.

1.6 QUALIFICATIONS FOR AWARD

Award of this contract shall be made to the lowest responsible bidder, provided the bid is responsive in all respects to the terms and conditions of the contract, and the requirements, conditions, specifications as provided in this Invitation for Bids. To be responsible the Contractor shall be a person, firm, or corporation that:

Has in operation, or has the capability to have in operation, or has access to a manufacturing plant adequate to ensure delivery of all services, goods and supplies within the time specified under this contract.

Has adequate engineering and service personnel, or has the capability to obtain such personnel, to satisfy any engineering or service problems that may arise during the contract period.

Has adequate construction management and construction craft personnel, or has the capability to obtain such personnel, to satisfy any construction or service problems that may arise during the contract period.

Has the necessary facilities and financial resources or has the capability to obtain such facilities and financial resources, to complete the contract in a satisfactory manner within the required time.

Regional Transit Authority shall have the right to conduct a pre-award survey of each bidder and to conduct a cost/price analysis and/or audit to determine if the prices bid are fair and reasonable.

1.7 BIDDER REVIEW PROCEDURE

For the purposes of this paragraph, all submissions must be received by the RTA no later than 10:00 a.m. (Central time) on the date specified as the deadline for the submission.

a. Request for Modification or Clarification

This section establishes procedures for Bidders to seek review of this Invitation for Bids and any addenda. A bidder may discuss this Invitation for Bids and any addenda with the RTA. Such discussions do not, however, relieve Bidders from the responsibility of submitting written, documented requests.

Bidders may submit to the RTA requests for interpretations, clarifications or modifications concerning any term, condition and/or specification included in this

Invitation for Bids and/or in any addendum hereto. Any such request must be received by the RTA, in writing, not less than **SEVEN (7) calendar days** before the date of scheduled proposal receipt deadline. All requests must be accompanied by all relevant information supporting the request for modification, interpretation, clarification or addendum of this solicitation.

RTA will issue a written determination relative to each request made pursuant to this procedure. The written determination must be mailed or otherwise furnished to all Bidders at least **THREE (3) calendar days** before the date scheduled as the proposal receipt deadline.

b. Protest Procedures

The following is an explanation of the RTA protest procedures which must be followed completely before all administrative remedies are exhausted.

Any person who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Procurement/RTA. Protests shall be submitted in writing specifically identifying the area of protest and containing any support data, test results, or other pertinent information substantiating the appeal. A protest with respect to a solicitation must be submitted in writing to the RTA at least seven (7) calendar days prior to proposal receipt deadline. A protest with regard to the award of a contract shall be submitted, in writing, within seven (7) calendar days after award of the contract.

Prior to any action in court, the Director of Procurement/RTA shall have the authority to settle or resolve a protest from an aggrieved person concerning the solicitation or award of a contract.

If the protest is not resolved by mutual agreement, the Director of Procurement/RTA or his designee shall, within thirty (30) calendar days of protest issue a decision in writing. The decision shall:

1. State the reasons for the action taken; and
2. Inform the protestor of his/her right to administrative and judicial review.

A copy of this decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening. This decision shall be final and conclusive unless:

1. The decision is fraudulent; or
2. The person adversely affected by the decision has submitted a timely administrative appeal to the CEO/RTA.

In the event of a timely protest under these regulations, the RTA shall not proceed further with the solicitation or with the award of the contract unless the Director of Procurement/RTA makes a written determination that the award of the contract is necessary without delay to protect the substantial interests of the RTA.

The CEO/RTA shall have the authority to review and determine any appeal by an aggrieved person from a determination by the Director of Procurement/RTA or his designee.

The aggrieved person must file an appeal within five (5) calendar days of receipt of a decision from the Director of Procurement/RTA.

On any appeal of the decision of the Director of Procurement/RTA, the CEO/RTA shall decide within thirty (30) calendar days whether the solicitation or award was made in accordance with the constitution, statutes, regulations, and the terms and conditions of the solicitation. Any prior determination by the Director of Procurement/RTA or his designee shall not be final or conclusive.

A copy of the CEO's/RTA decision shall be mailed or otherwise furnished immediately to the protestant or any other party intervening.

The decision of the CEO/RTA shall be final and conclusive unless:

1. The decision is fraudulent; or
2. The person adversely affected by the decision has timely appealed to FTA after having exhausted the local protest procedures stated above.

The RTA reserves the right to designate any person(s) other than the CEO/RTA or the Director of Procurement/RTA to perform the duties provided for in this Paragraph.

Any appeal to FTA under these protest procedures will be made pursuant to Circular 4220.1F, as amended.

1.8 BID PREPARATION

Each bid offer shall be made online at <https://norta.procureware.com/home>. Any costs incurred by Bidders responding to this Invitation for Bids will not be reimbursed by the RTA. Payments will only be made pursuant to a contract between the RTA and the successful proposer.

1.9 BID POSTPONEMENT AND ADDENDA

The RTA reserves the right to amend the instructions, general conditions, special conditions, plans, scope of work, and specifications of this solicitation up to the time set for bid opening. Copies of such addenda shall be furnished to all prospective Bidders.

Where such addenda require changes in the services or prices quoted, the final date set for proposal receipt may be postponed by such number of days as in the opinion of the RTA shall enable prospective Bidders to revise proposals, in conformance with Louisiana Public Bid Law.

1.10 CANCELLATION OF INVITATION FOR BIDS

The RTA reserves the right to cancel this Invitation for Bids in whole or in part upon written determination by the Director of Procurement/RTA that such cancellation is in the best interest of the RTA.

1.11 PUBLIC BID OPENING

Bids shall be publicly opened at the time specified herein. The content of all bids, including documents marked proprietary, shall be made public for the information of bidders and other interested parties. Bidders are required to submit all administrative submittals, including SBE Forms. This does not supersede the requirement for a fully executed Invitation for Bid LA Public Bid Form, at the time of the Bid Opening.

1.12 BID REJECTION

The RTA reserves the right to waive any minor informality or irregularities in the bids received which do not prejudice other bidders. The RTA also reserves the right to reject any and all bids in whole or in part, and to award by items, parts of items, or by any group of items specified, in conformance with Louisiana Public Bid Law. Conditional bids, or those which take exception to the specifications, shall be considered non-responsive and shall be rejected.

1.13 SINGLE BID RESPONSE

If only one bid is received in response to this Invitation for Bids, a detailed cost proposal may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed in order to determine if the price is fair and reasonable. Award of a contract to the bidder submitting the only bid received in response to this Invitation for Bids may be subject to approval by the FTA.

1.14 BID WITHDRAWAL

Prior to the date and time set for bid opening, bids may be modified or withdrawn by the bidder's authorized representative in person, or by written or telegraphic notice. After the bid opening, bids may not be withdrawn for ninety (90) calendar days.

1.15 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 Invitation for Bids and any addenda thereto, the Contractor's proposal, RTA's standard contract provisions and provisions required by FTA.

1.16 UTILIZATION OF MINORITY AND WOMEN OWNED BANKS

All bidders are hereby encouraged to utilize the services of minority and women owned banks. Regional Transit Authority DBE Specialist is knowledgeable about such services. Any questions or concerns should be directed to the Chief Transit Officer.

1.17 ADDENDA

Bidders shall acknowledge receipt of all addenda to this invitation for Bids. Acknowledged receipt of each addendum must be clearly established and included with the offer. The undersigned acknowledges receipt of the following addenda.

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

IFB NO. 2025-016

_____ Company Name

_____ Company Representative

II. GENERAL PROVISIONS

2.1 WRITTEN CHANGE ORDERS/AMENDMENTS

This contract may be changed/ amended in any particular allowed by law upon the written mutual agreement of both parties.

2.2 CHANGE ORDER/AMENDMENT PROCEDURE

Within ten (10) calendar days after receipt of the written change order to modify the contract, the Contractor shall submit to the RTA a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and the RTA. At that time, a detailed modification shall be executed in writing by both parties. In the event that federal funds are used in this procurement, the FTA may reserve the right to concur in any change order or any dispute arising under such change order. Disagreements that cannot be resolved by negotiation shall be resolved in accordance with the contract disputes clauses. Regardless of any

disputes, the Contractor shall proceed with the work ordered, if the RTA has obtained the concurrence of FTA, should such concurrence be required. Regardless of any other requirement herein, RTA shall negotiate profit as a separate element of cost for any change order or amendment to any contract awarded pursuant to this solicitation.

2.3 OMISSIONS

Notwithstanding the provision of drawings, technical specifications or other data by the RTA, the Contractor shall supply all resources and details required to make the supplies complete and ready for utilization even though such details may not be specifically mentioned in the drawings and specifications.

2.4 PRIORITY

In the event of any conflicts between the description of the supplies and/or services in the Technical Specifications and drawings and other parts of this Invitation for Bids, the Technical Specifications and drawings shall govern.

2.5 COMMUNICATIONS

All official communications in connection with this contract shall be in writing. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and award, any employee or officer of RTA or the Regional Transit Authority, including the Board of Commissioners, concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

2.6 INTEREST OF MEMBERS OF, OR DELEGATES TO CONGRESS

In accordance with 18 U.S.C. Subsection 431, no member of, or delegates to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising there from.

2.7 CONFLICT OF INTEREST

No Board Member, employee, officer or agent, or employee of such agent of the RTA shall participate in the selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The Board Member, employee, officer or agent, or employee of such agent;
- b. Any member of his immediate family;
- c. His or her partner; or

- d. An organization that employs, or is about to employ any of the above, has a direct or indirect, present or future financial or other interest in the firm selected for award.

The RTA's Board Members, officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties of sub agreements.

Each entity that enters into a contract with the RTA is required, prior to entering into such contract, to inform the RTA of any real or apparent organizational conflicts of interest. An organizational conflict of interest exists when the contractor is unable or potentially unable to provide objective assistance or advice to the RTA due to other activities, relationships, contracts, or circumstances; when the contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract; and during the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents, in accordance with Chapter VI, 2.a.(4)(h) of FTA C 4220.1F.

2.8 EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order No. 11246 as amended, entitled "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 C.F.R. Paragraph 60). In connection with the execution of this Agreement, the Contractor shall not discriminate against any employees or applicant for employment because of race, religion, color, sex, age, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

2.9 PRIVACY REQUIREMENTS

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to

comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

2.10 INDEMNIFICATION

The Contractor covenants and agrees to fully defend, protect, indemnify and hold harmless the RTA, and RTA, their directors, officers, employees, agents, and assigns from and against all liability, including strict liability, claims, demands, and causes of action brought by others against RTA, and/or RTA, and expenses, including but not limited to reasonable attorney's fees; and expense incurred in defense of RTA, and/or RTA arising out of, or in any way incidental to, or in connection with the work hereunder, and other activities by contractor; provided, however, that such indemnification shall apply only to the extent permitted by applicable law, and except and to the extent such liability, claim, demand or cause of action results from RTA's negligence.

2.11 PERFORMANCE

Contractor shall perform all work diligently, carefully and in a good and workmanlike manner and shall furnish all labor, supervision, machinery, equipment, material and supplies necessary therefore. Contractor shall obtain and maintain all permits and licenses required by public authorities in connection with performance of the work, and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. Contractor shall conduct all operations in Contractor's own name and as an independent contractor, and not in the name of, or agent for RTA.

2.12 STATUS OF CONTRACTOR AND ITS EMPLOYEES

For all purposes specified under the terms of this Agreement the Contractor shall be considered an independent contractor as defined in R.S. 23:1021 (5), and as such, the RTA shall not be liable to the Contractor for benefits or coverage provided by the Workers' Compensation Law of the State of Louisiana (R.S. 23:1021 et seq.), and further, under the provisions of R.S. 23:1034, no person employed by the Contractor shall be considered an employee of the RTA for the purpose of Workers' Compensation coverage.

2.13 INSURANCES

The contractor shall, upon request by the RTA, submit a copy of their standard insurance certificates for this project. During the term of this Agreement, the Contractor shall obtain and maintain the following types and amounts of insurance naming the Regional Transit Authority as an additional insured. The Contractor shall furnish to the RTA certificates showing types, amounts, class of operations covered, effective dates and dates of expiration of policies:

- A) Worker's Compensation Insurance as required by Louisiana Law;
- B) Vehicle Liability Insurance in the amount of \$1,000,000.00; and
- C) General Liability Insurance in the amount of \$5,000,000.

2.14 SUBCONTRACTORS

No portion of this contract may be reassigned, transferred, or sublet without the written approval of the RTA. If allowed to subcontract, no subcontractor may be replaced without the written approval of the RTA.

2.15 ASSUMPTION OF RISK OF LOSS

Prior to acceptance, Contractor shall bear the risk of loss of the supplies, except that upon delivery, as defined in this Invitation for Bids, the RTA will bear the risk of loss due to the negligence of the RTA.

2.16 ACCEPTANCE

Within 7 days after delivery, the RTA, its agents or assigns will conduct acceptance inspection. Acceptance shall be conditioned upon satisfactory results of such inspection, promptly communicated in writing to the Contractor, subject however, to revocation upon discovery of defects.

2.17 QUALITY INSPECTION

All goods and services installed and supplied shall be good quality and free from any defects, and shall at all times be subject to RTA's inspection; but neither RTA's inspection nor failure to inspect shall relieve Contractor of any obligation hereunder. If, in RTA's opinion, any goods or service (or component thereof) fails to conform to specifications or is otherwise defective, Contractor shall promptly replace or correct same at Contractor's sole expense. No acceptance or payment by RTA shall constitute a waiver of the foregoing, and nothing herein shall exclude or limit any warranties implied by law.

2.18 CORRECTION BY CONTRACTOR

After non-acceptance of the work, the Contractor shall begin implementing correction procedures within five (5) calendar days after receiving notification from the RTA. The RTA will make the site timely with Contractor's correction schedule. The Contractor shall bear all expense incurred to complete correction of the work after non-acceptance, and Contractor shall diligently implement correction procedures.

2.19 UNAVOIDABLE DELAYS

If completion of the work furnished under this contract should be unavoidably delayed, the RTA may extend the time for satisfaction of the Contractor's obligations pursuant thereto for a number of days determined by RTA to be excusable due to

unavoidability. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence or mistakes of the Contractor, the Contractor's suppliers or their agents and was substantial and in fact caused the Contractor to miss completion dates and could not adequately have been guarded against by contractual or legal means.

2.20 NOTIFICATION OF DELAY

The Contractor shall notify the RTA as soon as the Contractor has, or should have, knowledge that an event has occurred or will occur which will delay progress or completion. Within five (5) days there from, the Contractor shall confirm such notice in writing furnishing as much detailed information as is available.

2.21 REQUESTS FOR EXTENSION

The Contractor agrees to supply, as soon as such data are available, any/all reasonable proof required by the RTA to make a decision relative to any request for extension. The RTA shall examine the request and any documents supplied by the Contractor, and RTA shall determine if the Contractor is entitled to an extension and the duration of such extension. The RTA shall notify the Contractor of this decision in writing. It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

2.22 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. sections 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794; section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. section 1612; and the following regulations and any amendments thereto:

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (c) U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

- (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provision of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (i) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. Part 609.

2.23 APPLICATION OF FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

(a) Federal Laws and Regulations

The Federal requirements (laws, regulations policies, and related administratively) contained in this contract may change (from time to time) after the date the contract has been executed. Any changes in federal requirements shall apply to this contract and be incorporated therein.

(b) State or Territorial Law and Local Law

This contract shall be entered into in the State of Louisiana and shall be governed and/or construed in accordance with the laws and jurisprudence of the State of Louisiana, except to the extent that a Federal Statute or regulation preempts State or territorial law.

2.24 CONTRACT PERIOD

THE TERM OF THIS CONTRACT SHALL BE SET FORTH IN THE CONTRACT AGREEMENT.

2.25 NO OBLIGATION BY THE FEDERAL GOVERNMENT

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this

contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2.26 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between RTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract.

2.27 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTA requests which would cause RTA to be in violation of the FTA terms and conditions":<https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>

2.28 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by federal statute or regulations, the RTA will comply with the requirements of 49 U.S.C. § 5323(h) (2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

2.29 GEOGRAPHIC RESTRICTIONS

Except as expressly mandated, encouraged or permitted by FTA or Federal statute, RTA will refrain from using state or local geographic preferences.

2.30 PROMPT PAYMENT

Payment shall be made 30 days from the date of approved and accepted invoice unless changed in the contract agreement. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later

than five (5) days from the receipt of each payment the prime contractor receives from the RTA. The prime contractor further agrees to return retainage payment to each subcontractor within five (5) days after the subcontractor's work is satisfactorily completed and accepted by RTA, and all lien delays under applicable laws have expired. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the RTA. This clause applies to both DBE and non-DBE subcontractors.

Identification of subcontractors: All prime contractors submitting offers in response to this Invitation for Bids must provide the following information for All subcontractors whether the firm is identified as a Disadvantaged Business Enterprise or not. The required information is:

- (1) Firm Name
- (2) Firm Address
- (3) Firm's status as a DBE or non DBE
- (4) The age of the firm
- (5) The annual gross receipts of the firm

Additionally, each contract RTA enters into with a contractor (and each subcontract) the prime contractor signs with a subcontractor shall include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the RTA deems appropriate.

Further, each contract RTA enters into with a contractor (and each subcontract the prime contractor signs with a subcontractor shall include the following assurance:

The contractor, sub recipient or subcontractor shall make prompt payments for all satisfactory work performed under this agreement. The contractor shall within thirty (30) days of receipt of payment from RTA make all payments due subcontractors and suppliers. This requirement shall flow down to all levels including subcontractors making payments to sub subcontractors and suppliers, etc. Additionally, upon release of retainage(s) by RTA, Contractor shall in turn within thirty (30) days release retainage(s) it holds. The requirement for release of retainage(s) within thirty (30) days shall flow down to all subcontractors, etc. performing under this contract. Contractor or any of its subcontractors, etc. may not delay or postpone payments or release of retainage without prior RTA written approval. RTA may delay, or withhold up to twenty-five percent of Contractor's payments, retainage, etc. if there is evidence that Contractor is not complying with any provision hereunder. RTA may withhold monies due Contractor until such time

as Contractor by its actions or assurances has, to RTA satisfaction, proven that it will or has complied with all the requirements hereunder.

2.31 CONFIDENTIALITY

Contractor agrees that any and all information, in oral or written form, whether obtained from RTA, its agents or assigns, or other sources, or generated by Contractor pursuant to this contract shall not be used for any purpose other than fulfilling the requirements of this contract. Contractor further agrees to keep in absolute confidence all data relative to the business of RTA and RTA, their agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by Contractor without written approval of RTA.

2.32 DISPUTES

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Director of Procurement. The decision of the Director of Procurement shall be final and conclusive unless within [seven (7)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Vice President-RTA. In connection with any such appeal, the Contractor may be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Vice President-RTA shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute. Unless otherwise directed by RTA, Contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the RTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Louisiana.

Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the RTA, (its agents or assigns) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

2.33 OWNERSHIP OF DOCUMENTS

Any documents, drawings, specifications, reports or data generated by the Contractor in connection with this project shall become the sole property of the RTA, subject to any rights asserted by FTA of the U.S. Department of Transportation. The Contractor may retain copies of such items for its files. The Contractor shall not release any documents, reports or data from this project without prior written permission from the RTA.

2.34 STATE AND LOCAL LAW DISCLAIMER

The use of many of the Clauses herein are not governed by federal law, many of the clauses contained herein contain FTA suggested language in certain instances these clauses may be affected by State Law.

2.35 PARTICIPANT INFORMATION FORM

Not applicable.

2.36 NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit is a required submittal. The necessary form is available on <http://www.norta.com>.

2.37 REGIONAL TRANSIT AUTHORITY GENERAL PROVISIONS

The Regional Transit Authority's General Provisions shall apply to this solicitation and resulting contract.

2.38 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the intent of the Regional Transit Authority (RTA) of New Orleans to create a level playing field on which Disadvantaged Business Enterprises (DBEs) can compete fairly for opportunities. Accordingly, the RTA participates in the State-Local DBE Program of the City of New Orleans for all solicitations that are not funded by the US Department of Transportation.

DBE firms are firms which have 51% ownership and control by socially and/or economically disadvantaged individuals. **For this solicitation**, RTA will accept certification of DBE firms the following government agencies:

- **Louisiana Department of Transportation and Development, Louis Armstrong New Orleans International Airport and New Orleans Regional Transit Authority – Louisiana Unified Certification Program (LAUCP) -**
<http://www.laucp.org/ucp/>

In compliance with the RTA's DBE Policy to be eligible for award of a contract, the contractor/prime bidder MUST either:

1. Meet the DBE goal as advertised with meaningful DBE participation through subcontracts, joint ventures, or suppliers; OR
2. Demonstrate Good Faith Efforts to meet the DBE goal.

All firms participating on RTA projects, including SBE, SLDBE, DBE and non-DBE firms MUST be documented on the Contract Participation and DBE Commitment Form 1 – Schedule A. This form must be submitted by the prime/bidder, must include all information requested and must be signed by an authorized signatory.

For each participating SBE, SLDBE and DBE firm, a DBE Participation Questionnaire Form 2 – Schedule B MUST be included and signed by an authorized signatory of the firm. The purpose of this form is to confirm that the SBE, SLDBE or DBE firm has committed to participating on the project and that both parties agree to the scope of work and price as designated on the Contract Participation and S/DBE Commitment Form 1.

The SBE, SLDBE and DBE firms proposed on this form are binding. Any substitutions or removals of SBE, SLDBE or DBE firms listed on these forms after submission of the bid must be requested through the formal process of contract amendment and be approved by the DBE Liaison Officer. The Contractor shall, no later than three (3) days from the award of a contract, execute formal contracts, agreements and/or purchase orders with the SBE and DBE firms included on the Contract Participation and S/DBE Commitment Form 1.

If the Prime Bidder has not attained the DBE goal established for the project, Documentation of Good Faith Efforts Form 3 – Schedule C MUST be submitted. The completed form along with all required supporting documentation must be furnished. Should a bidder fail to comply with the submission of complete and accurate DBE Compliance Forms demonstrating attainment of the DBE Goal or Good Faith Efforts to attain the DBE goal, the bid shall be deemed non-responsive. The RTA shall have the authority to investigate allegations of discriminatory practices of bidder(s) who contract or seek to contract with the RTA.

Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

- a) Any party to this Contract, when expending any Federal funds received under this Agreement, must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this Contract.
- b) Affirmative steps must include:
 - 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Please direct all questions related to DBE compliance prior to submission of the solicitation to the RTA Disadvantaged Business Enterprise Liaison Officer.

III. FEDERAL PROVISIONS AND REQUIREMENTS

3.1 ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

- (1) RTA is a grantee of the FTA and as such in accordance with 49 C.F.R. 18.36(I), the Contractor agrees to provide the RTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- (2) Where the Purchaser is a State and is the RTA or a subgrantee of RTA in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including PMP Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- (3) Where the RTA enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, an hospital or other non-profit organization and is the FTA grantee or a subgrantee of the RTA in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the RTA, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (4) Where RTA or a subgrantee of the RTA in accordance with 49 U.S. C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S. C. 5302(a) 1) through other than competitive bidding, the Contractor shall make available records related to the contract to the RTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

- (5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the RTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions thereto. Reference 49 CFR 18.39(i) (11).

3.2 BUY AMERICA

This Contract is subject to the Federal Transit Administration Buy America Requirements in 49 CFR 660. The bidder is required to submit a signed Buy America certification with the proposal. If the bidder takes exception to the Buy America requirements a certificate of non-compliance must be signed and submitted with the proposal as it applies to the IFB request. The necessary forms are available on <http://www.norta.com>. A waiver from the Buy America Provision may be sought by the RTA if grounds for the waiver exist. Section 165(a) of the Surface Transportation Act of 1982 permits FTA participation on this contract only if steel, and manufactured products used in the contract are produced in the United States.

3.3 PRE-AWARD AND POST-DELIVERY AUDITS

Federal funds may not be obligated unless steel, iron, and manufactured products used in the projects are produced in the United States, unless FTA has granted a waiver, or the product is subject to a general waiver. 49 U.S.C. Section (5323(j)/FAST Section 3011 domestic content percentage requirement for rolling stock for fiscal years 2018-2019 must have sixty-five percent domestic content and final assembly must take place in the United States. The Buy America Requirements, CFR Part 661.11(r), define final assembly as “the creation of the end product from individual elements brought together for that purpose through application of manufacturing processes.”

3.4 CARGO PREFERENCE REQUIREMENT

The Contractor Agrees:

- a. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels;

- b. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590 and to the RTA (through the prime contractor in the case of subcontractor's bills-of-lading).
- c. To include these requirements in all subcontracts issued pursuant to this contract when the contract may involve the transportation of equipment, material or commodities by ocean vessel.

3.5 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the RTA and understands and agrees that the RTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- (3) The Contractor agrees to comply with applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the RTA and understands and agrees that the RTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (4) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- (5) **14 CFR § 1274.926 Clean Air-Water Pollution Control Acts.**
If this contract or supplement thereto is in excess of \$100,000, the Recipient agrees to notify the Agreement Officer promptly of the receipt, whether prior or subsequent to the Recipient's acceptance of this agreement, of any communication from the Director, Office of Federal Activities, Environmental Protection Agency (EPA), indicating that a

facility to be utilized under or in the performance of this agreement or any subcontract thereunder is under consideration to be listed on the EPA “List of Violating Facilities” published pursuant to 40 CFR 15.20. By acceptance of agreement in excess of \$100,000, the Recipient

(a) Stipulates that any facility to be utilized thereunder is not listed on the EPA “List of Violating Facilities” as of the date of acceptance;

(b) Agrees to comply with all requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 1857et seq. as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251et seq. as amended by Public Law 92-500) relating to inspection, monitoring, entry, reports and information, and all other requirements specified in the aforementioned sections, as well as all regulations and guidelines issued thereunder after award of and applicable to the contract; and

(c) Agrees to include the criteria and requirements of this clause in every subcontract hereunder in excess of \$100,000, and to take such action as the Contracting or Grant Officer may direct to enforce such criteria and requirements.

3.6 CIVIL RIGHTS ACT

The following requirements apply to the underlying contract:

(1) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U. S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive

Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S. C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, disability or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S. C. § 12112, the Contractor agrees that it will comply with the requirements of U. S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act”, 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each Subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

3.7 DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the RTA to ensure that DBE’s as defined in Part 26, have an equal opportunity to participate to receive and participate in DOT-assisted contracts. It is, also, our policy –

- (i) To ensure nondiscrimination in the award and administration of DOT assisted contracts;
- (ii) To create level playing field in which DBE’s can compete fairly for DOT assisted contracts;
- (iii) To ensure that the DBE Program is narrowly tailored in accordance with applicable law;

- (iv) To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBE's;
- (v) To help remove barriers to the participation of DBE's in DOT assisted contracts;
- (vi) To assist the development of firms that can compete successfully in the marketplace outside the DBE program.

CONTRACTOR ASSURANCE. The contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

The **NORTA Small and Disadvantaged Business Enterprise Contract Compliance System** is powered by [B2Gnow](#) Software

Reporting requirements under the SBE and DBE programs are now simplified for vendors working on RTA projects with RTA's new Small and Disadvantaged Business Enterprise Contract Compliance System. Our new web-based software system is accessible to government compliance administrators, SBE's, DBE's, contractors and the public; and includes the following key features:

- Self-managed vendor accounts with unlimited users
- Communication with contractors via email, regarding compliance issues
- Online submission of contractor and supplier monthly Program Activity Reports, with automated tracking of DBE and SBE goals
- DBE and SBE firm online verification of payments
- Flexible reporting capabilities

*All RTA contract awarded vendors are required to register contract information including their subcontractor information into the B2GNOW database.

<https://norta.dbesystem.com>

3.8 EMPLOYEE PROTECTION

Construction Activities. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the following Federal laws and regulations providing protections for construction employees: (1) Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 et seq., pursuant to FTA enabling legislation requiring compliance with the Davis-Bacon Act at 49 U.S.C. § 5333(a), and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; (2) Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., specifically, the

wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5; and the safety requirements of section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926; and (3) Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874 and 40 U.S.C. § 3145, and implementing U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States,” 29 C.F.R. Part 3. b. Activities Not Involving Construction. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in FTA Master Agreement MA(17), 10-1-2010 58 particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5. c. Activities Involving Commerce. The Recipient agrees to comply with the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., to the extent that it applies to employees performing Project work involving commerce. d. Public Transportation Employee Protective Arrangements. If the Contract Agreement for the Project indicates that public transportation employee protective arrangements required by U.S. DOL apply to public transportation operations performed in connection with the Project, the Recipient agrees to comply with the following requirements:

(1) Standard Public Transportation Employee Protective Arrangements. To the extent that the Project involves public transportation operations and to the extent required by Federal law, the Recipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, “Section 5333(b), Federal Transit Law,” 29 C.F.R. Part 215, and any amendments thereto.

3.9 ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.).

3.10 FLY AMERICA

Contractor and all subcontractors at every tier shall comply with the requirements of 49 U.S.C. 40118 and 4 CFR Part 52. Specifically, whenever work under this agreement may involve international transportation of goods, equipment or personnel by air, only U.S.

flag air carriers shall be utilized, to the extent service by these carriers is available. Additionally, Contractor and any subcontractors at every tier shall include this requirement in all subcontracts. Further, in every instance where Contractor or any subcontractor(s) cannot comply with the requirements herein, a certification, in proper form, stating the reasons for non-compliance shall accompany the request for reimbursement or payment.

3.11 GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Certification Regarding Debarment, Suspension, and other Responsibility Matters
- Lower Tier Covered Transactions (Third Party Contracts over \$100,000)

The following language and Debarment certificates (<http://www.norta.com>) must be completed and submitted as a prerequisite for consideration for award. This language and certification must also be included for all sub-contracts issued pursuant to any contract awarded hereunder.

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, RTA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to RTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “persons”, “lower tier covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29].
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by RTA.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transaction.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, RTA may pursue available remedies including suspension and/or Debarment.

3.12 RESTRICTIONS ON LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR parts 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the RTA. The necessary form is available on <http://www.norta.com>.

3.13 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The federal government shall not be subject to any obligations or liabilities to any third-party Contractor, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of this contract. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, subagreement, or third-party contract, the federal government continues to have no obligations or liabilities to any party, including the third-party Contractor.

3.14 PATENT AND RIGHTS IN DATA

These following requirements apply to each contract involving experimental, developmental or research work: 1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration. 2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added: a. Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. (1). Any subject data developed under that contract, whether or not a copyright has been obtained; and (2). Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part provided by FTA. c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has

not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects. d. Unless prohibited by state law, upon request by the Federal Government, the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government. e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent. f. Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Contractor identifies that data in writing at the time of delivery of the contract work. g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA. 3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), Contractor agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. 4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3.15 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS UPPER AND LOWER TIER TRANSACTIONS

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et. seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made,

pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3.16 RECYCLED PRODUCTS

Recovered Materials. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

3.17 SAFE OPERATION OF MOTOR VEHICLE

The Recipient agrees as follows: a. Seat Belt Use. In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any subagreements, leases, third party contracts, or other similar documents in connection with the Project. b. Distracted Driving, Including Text Messaging While Driving. In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, the Recipient is encouraged to comply with the terms of the following Special Provision: (1) Definitions. As used in this Special Provision: (a) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does FTA Master Agreement MA(17), 10-1-2010 67 not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain

stationary. (b) “Text Messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law. (2) Safety. The Recipient is encouraged to: (a) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving— (b) Recipient-owned or Recipient-rented vehicles or Government-owned, leased or rented vehicles; (c) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or (d) Any vehicle, on or off duty, and using an employer supplied electronic device. (3) Recipient Size. The Recipient is encouraged to conduct workplace safety initiatives in a manner commensurate with the Recipient’s size, such as: (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving. (4) Extension of Provision. The Recipient is encouraged to include this Special Provision in its subagreements with its subrecipients, its leases, and its third party contracts, and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

3.18 SUBSTANCE ABUSE REQUIREMENTS

To the extent applicable, the Recipient agrees to comply with the following Federal regulations and guidance: a. Drug-Free Workplace. U.S. OMB guidance, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 2 C.F.R. Part 182, and U.S. DOT regulations, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §§ 702 et seq., including any amendments to these U.S. DOT regulations when they are promulgated. b. Alcohol Misuse and Prohibited Drug Use. FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

3.19 TERMINATION

a. Termination for Convenience (General Provision) The RTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the RTA’s and/or the Government’s best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to RTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the RTA, the Contractor will account for the same, and dispose of it in the manner the RTA directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the RTA may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the RTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the RTA, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The RTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to RTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from RTA setting forth the nature of said breach or default, (RTA) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (RTA) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach. In the event that RTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by RTA shall not limit RTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

3.20 CONTRACT WORK HOURS AND SAFETY STANDARD ACT

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6). The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work" with a value greater than \$100,000. These nonconstruction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12) Flow down Requirements: Applies to third party contractors and sub-contractors. (1) Overtime requirements - No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half

(1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section. (3) Withholding for unpaid wages and liquidated damages - NCTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. (4) Subcontracts - The Contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (1) through (4) of this section.

ATTACHMENT I
LOUISIANA UNIFORM PUBLIC WORK BID FORM
PROJECT MANUAL AND DRAWINGS
SUPPLEMENTAL DOCUMENTS

LOUISIANA UNIFORM PUBLIC WORK BID FORM

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

BID FOR: Algiers Ferry Terminal and Maintenance Facility
101 Morgan Street, New Orleans, LA 70114, and
7320 Patterson Drive, New Orleans, LA 70131

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: Batture, LLC, 5100 Freret Street, New Orleans, LA 70115 and dated: January 10, 2024.

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) I - 05/06/25, 2 - 05/16/25, II - 05/19/25,

3 - 05/22/25, III - 05/22/25

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:

NINE MILLION FIVE HUNDRED THIRTY EIGHT THOUSAND Dollars (\$ 9,538,000)

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 - Overhead Entrance Canopies for the lump sum of:

FIVE HUNDRED NINETY FIVE THOUSAND Dollars (\$ 595,000)

Alternate No. 2 - Hardscape and Site Furnishings for the lump sum of:

THREE HUNDRED THOUSAND Dollars (\$ 300,000)

Alternate No. 3 - Building Warehouse Roof for the lump sum of:

NINETY EIGHT THOUSAND Dollars (\$ 98,000)

NAME OF BIDDER: C.D.W. SERVICES LLC

ADDRESS OF BIDDER: 3500 N CAUSEWAY BLVD, STE 1208, METAIRIE, LA 70002

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 45228

NAME OF AUTHORIZED SIGNATORY OF BIDDER: CHRISTOPHER WALKER

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: MANAGING MEMBER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: 

DATE: 05/28/2025

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

* 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.

** A **CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

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

BID FOR: Algiers Ferry Terminal and Maintenance Facility
101 Morgan Street, New Orleans, LA 70114, and
7320 Patterson Drive, New Orleans, LA 70131

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 checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Superpave Asphaltic Concrete (2'-4" Thick)	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
32 12 16-01	733	Square Yard	63.00	46,179.00	

DESCRIPTION:				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# 6" Curb and Gutter	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
32 16 13-01	672	Linear Foot	5195	34,910.40	

DESCRIPTION:				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# 4" Concrete Paving	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
32 16 23-01	863	Square Yard	102.31	88,293.58	

DESCRIPTION:				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# 6" Concrete Paving	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
32 16 23-02	1,494	Square Yard	100.00	149,400.00	

DESCRIPTION:				<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Bus Pad	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
32 13 13-01	179	Square Yard	146.79	26,275.41	

DESCRIPTION:				<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	

DESCRIPTION:				<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	

Wording for "DESCRIPTION" is to be provided by the Owner.
All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

BID BOND
FOR
NEW ORLEANS REGIONAL TRANSIT AUTHORITY

Date: May 28, 2025

KNOW ALL MEN BY THESE PRESENTS:

That CDW Services, LLC of Metairie, LA, as Principal, and Great American Insurance Company, as Surety, are held and firmly bound unto the New Orleans Regional Transit Authority (Obligee), in the full and just sum of five (5%) percent of the total amount of this proposal, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for:

ALGIERS FERRY TERMINAL AND FERRY MAINTENANCE BUILDING RENOVATION

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

CDW Services, LLC
PRINCIPAL (BIDDER)

BY: 
AUTHORIZED OFFICER-OWNER-PARTNER
Christopher D. Walker, Managing Member

Great American Insurance Company
SURETY

BY: 
AGENT OR ATTORNEY-IN-FACT (SEAL)
Jill K. Tucker, Attorney-in-Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than Five

No. 0 22600

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Laura Burns	All of,	All
Jeffrey E. Kropp	Metairie, Louisiana	\$100,000,000
Jack T. Landry		
Jill K. Tucker		
Michele M. Ellsworth		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 31st day of December, 2024.

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

John K. Webster

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

JOHN K. WEBSTER (877-377-2405)

On this 31st day of December, 2024, before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 28th day of May, 2025



Stephen C. Beraha

Assistant Secretary

consist of this Invitation for Bids and any addenda thereto, the Contractor's proposal, RTA's standard contract provisions and provisions required by FTA.

1.16 UTILIZATION OF MINORITY AND WOMEN OWNED BANKS

All bidders are hereby encouraged to utilize the services of minority and women owned banks. Regional Transit Authority DBE Specialist is knowledgeable about such services. Any questions or concerns should be directed to the Chief Transit Officer.

1.17 ADDENDA

Bidders shall acknowledge receipt of all addenda to this invitation for Bids. Acknowledged receipt of each addendum must be clearly established and included with the offer. The undersigned acknowledges receipt of the following addenda.

Addendum No.	1	, dated	05/06/25
	2		05/16/25
Addendum No.	II	, dated	05/19/25
	III		05/22/25
Addendum No.	3	, dated	05/22/25

IFB NO. 2025-016

C.D.W. SERVICES LLC

Company Name



Company Representative

CHRISTOPHER WALKER, MANAGING MEMBER

II. GENERAL PROVISIONS

2.1 WRITTEN CHANGE ORDERS/AMENDMENTS

This contract may be changed/ amended in any particular allowed by law upon the written mutual agreement of both parties.

2.2 CHANGE ORDER/AMENDMENT PROCEDURE

Within ten (10) calendar days after receipt of the written change order to modify the contract, the Contractor shall submit to the RTA a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and the RTA. At that time, a detailed modification shall be executed in writing by both parties. In the event that federal funds are used in this procurement, the FTA may reserve the right to concur in any change order or any dispute arising under such change order. Disagreements that cannot be resolved by negotiation shall be resolved in accordance with the contract disputes clauses. Regardless of any

CERTIFICATE OF AUTHORITY OF LIMITED LIABILITY COMPANY

Date: 05/28/2025

The undersigned (the "Members") hereby certify that the Members are all of the members of C.D.W. SERVICES, L.L.C. (the "Company") or all of the members or managers of the Company required by the Company's articles of organization or operating agreement or contract to transact the Company's business and to grant the authority granted herein. Each of the Members hereby certifies that the Company is a limited liability company or domestic limited liability company, as such terms are defined in La. R. S. 12:1301, organized under the laws of the State of Louisiana and registered with the Louisiana Secretary of State in accordance with La. R.S. 12:1301, et seq., or a foreign limited liability company authorized to do business in the State of Louisiana pursuant to a certificate of authority issued by the Louisiana Secretary of State pursuant to La. R.S. 12:1342, et seq,

The Members hereby authorize, name, constitute and appoint:

CHRISTOPHER D. WALKER (referred to as "Authorized Individual" whether one or more, with any one of them having full authority to act alone on behalf of the Company) for and in the name and on behalf of the Company to do the following, until written instructions to the contrary are provided by the Company;

- i) Authority to conduct, manage, and transact the business and affairs for and on behalf of the Company; to purchase, sell, transfer, and convey or to mortgage real estate and to receive the price thereof, in the name of the Company, on such terms and conditions as said Authorized Individual shall deem proper in said Authorized individual's sole and uncontrolled discretions, and receive and receipt for rents and proceeds thereof as the same shall fall due; to make, sign and execute in name of the Company, all acts, whether of sale, mortgage, lease, re-lease, contract, compromise, covenant, deed, assignment, agreement, tax returns or otherwise, that shall' or may be requisite or necessary; or containing such terms, conditions and provisions as said Authorized Individual shall deem fit and proper and bind the Company thereby as firmly as if same were or had been its own proper act and deed; to ask, demand, have, take, sue for and by all lawful ways and means to recover and receive of and from all and every persons, firms or Company, all and every sum' of money, goods, debts, property and effects whatsoever, that now is or are or may hereafter be in his, her, their or its custody or possession, due, owing, coming or belonging to the Company, whether by bills, notes, book-debts, accounts, consignments, or for and by any reasons or means whatsoever, and to that end with whom it may concern, to accept and settle all accounts, and upon recovery and receipt, the premises to make and give good and sufficient discharge and acquaintances; to appear before all courts of law, and there to do, prosecute and defend, as occasion shall require, or to compromise, compound and agree in the premises, by arbitration or otherwise, as the said Authorized Individual shall in said Authorized Individual's discretion, think fit, also to apply for and obtain all and any attachments, sequestrations, injunctions and appeals, or give the requisite security and sign the necessary bonds, negotiate, settle, and compromise any and *all* causes of action associated to the damaging of any property described herein; to receive and receipt any and all proceeds thereof and to execute any and all documents or compromise agreements or settlement agreements in association therewith; and generally to do and perform all and every other act, matter and thing whatsoever as shall or may be requisite or necessary in the premises, as in the sole discretion of said Authorized Individual may seem requisite or proper, all as fully, amply and effectually, and to all intents and purposes with the same validity as if all and every such act, matter or thing, were or had been particularly stated, expressed and especially provided for, or as the Company could or might do if personally present; also with full power of substitution and revocation; and the said Company hereby agrees to ratify and confirm all and whatsoever the said Authorized Individual shall lawfully do or cause to be done by virtue of this Certificate of Authority.
- ii) Further, Authorized Individual is hereby authorized and empowered to appear before a Notary Public to sign and execute on behalf of the Company any and all documents necessary to perform the within described acts which he in his sole discretion shall deem necessary and proper. The Company and all members thereof shall be bound by all instruments, documents, agreements, and other writing executed by the Authorized Individual.
- iii) Further, that any and all action taken by Authorized Individual in Connection with this Certificate of Authority is hereby ratified and confirmed.
- iv) All persons, firms or corporations shall be entitled to rely on the authority granted herein to the Authorized Individual unless or until written instructions to the contrary signed by the Members are received by them.


CHRISTOPHER D. WALKER, Managing Member

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 05/28/2025

Signature  _____

Company Name C.D.W. SERVICES LLC

Title MANAGING MEMBER

RTA Project No. IFB 2025-016

**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 C.D.W. SERVICES LLC

ADDRESS 3500 N CAUSEWAY BLVD, STE 1208, METAIRIE, LA 70002

DATE 05/28/2025



Signature of Offeror's Authorized Representative

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, CHRISTOPHER WALKER, MANAGING MEMBER hereby certify on
(Name and Title of Offeror Official)

behalf of C.D.W. SERVICES LLC 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-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 27th day of MAY, 2025.

BY CHRISTOPHER WALKER

Witnesses: [Signature]
(Signature of Authorized Official)

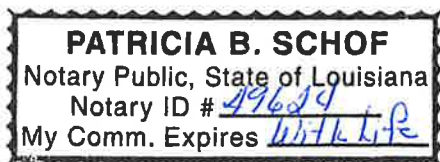
MANAGING MEMBER

(Title of Authorized Official)

Sworn to and subscribed before me on this 27th day of MAY, 2025.

Notary Public In and For Jefferson Parish/County

State of LOUISIANA



NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA

PARISH OF JEFFERSON

CHRISTOPHER WALKER, being first duly sworn, deposes and says that:

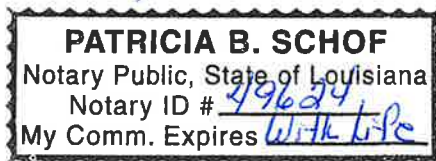
- (1) He is (Owner) (Partner) (Officer) (Representative) or (Agent), of C.D.W. SERVICES LLC, the Contractor that has submitted the attached bid;
- (2) Such Bid is genuine and is not a collusive or sham Bid.
- (3) The attached bid is not made in the interest of or on behalf of any undisclosed person, 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: 

Title: MANAGING MEMBER


Sworn to me and subscribed in my presence this 28TH day of MAY, A.D., 2025


NOTARY PUBLIC



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 C.D.W. SERVICES LLC
Firm Address 3500 N CAUSEWAY BLVD, STE 1208, METAIRIE, LA 70002
Telephone Number 504.828.2061
Fax Number 504.828.2063
E-Mail Address cdwbids@cdwservices.com
Firm's status as Disadvantaged Business Enterprise (DBE) or Non- DBE DBE
Age of the firm 20 years
Annual gross receipts of the firm \$12-15M
Prime or Sub-Contractor PRIME
NAICS code (s) 236220
I certify to the best of my knowledge that the above information is true and correct:
Signature 
Title MANAGING MEMBER
Date 05/28/2025
RTA Project No. IFB 2025-016

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



Regional Transit Authority

DBE FORM 1 - CONTRACT PARTICIPATION AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMMITMENT (CONTINUED)

 Project Title: ALGIERS FERRY TERMINAL & MAINTENANCE FACILITY RENOVATION Project No.: IFB 2025-016

 Project Type (Specify DBE or SLDBE) DBE/SLDBE DBE Contract Goal 37.27 %

A.	B.	C.	D.	E.	F.
FIRM ROLE (Prime, sub-tier 2, sub-tier 3 manufacturer, supplier, etc.)	FIRM NAME AND ADDRESS	PRINCIPAL CONTACT NAME AND PHONE NUMBER	WORK TO BE SUBCONTRACTED/GOODS/SERVICES TO BE PURCHASED	% VALUE OF WORK/ PURCHASES	DBE, SLDBE, OR non-DBE
PRIME	C.D.W. SERVICES LLC	CHRISTOPHER WALKER 504.828.2061	Gen Cond, Supervision, Corp, other	35.04 %	DBE/SLDBE
TIER 2	Loumis Die		HYAC	3.35 %	DBE
TIER 2	ZIMMER ESCHETTE		DEMO	3.3 %	NON
TIER 2	Schindler		Elevator	1.0 %	NON
TIER 2	TBD		Electrical	14 %	
TIER 2	TBD		Roofing	3.16 %	
TIER 2	TBD		Concrete	7.63 %	
TIER 2	TBD		Steel	15.21 %	

TOTAL VALUE OF PARTICIPATION FROM CONTINUATION PAGES:

TOTAL VALUE OF PARTICIPATION:

	17.31 %	0 %
Enter Total Bid Amount	Total Must Equal 100%	Total DBE Participation
\$	100 %	38.39 %

**Supplier/Manufacturer/Purchase/Dealer work is counted at 60% participation toward DBE goal.*
**Total DBE participation is less than the goal, refer to the Good Faith Efforts section of the instructions, and attach a Schedule C and all other necessary documentation. Firms must be DBE-certified with an authorized agent of the LAUCP to count participation towards the goal.*

The undersigned prime firm will enter into a formal written agreement with the subcontractors / consultants/vendors identified herein for work and/or goods and services as shown in this schedule, conditioned upon the execution of a contract with the RTA. The undersigned agrees to be contractually bound to maintain the level of DBE participation set forth above. Failure to comply with this agreement constitutes breach of contract.

 Signature: [Signature] Date: 05/28/25

 Printed Name: CHRISTOPHER WALKER Title: MANAGING MEMBER

Revised December 17, 2018. Previous versions obsolete.



Regional Transit Authority

DBE FORM 1 - CONTRACT PARTICIPATION AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMMITMENT (CONTINUED)

 Project Title: ALGIERS FERRY TERMINAL & MAINTENANCE FACILITY RENOVATION Project No.: IFB 2025-016

 Project Type (Specify DBE or SLDBE) DBE/SLDBE DBE Contract Goal 37.27 %

A.	B.	C.	D.	E.	F.
FIRM ROLE (Prime, sub-tier 2, sub-tier 3 manufacturer, supplier, etc.)	FIRM NAME AND ADDRESS	PRINCIPAL CONTACT NAME AND PHONE NUMBER	WORK TO BE SUBCONTRACTED/GOODS/SERVICES TO BE PURCHASED	% VALUE OF WORK/ PURCHASES	DBE, SLDBE, OR non-DBE
TIER 2	TBD		Landscape	1.0 %	
TIER 2	TBD		Drywall & framing	4.6 %	
TIER 2	TBD		Paint	0.26 %	
TIER 2	N.D. Glass		Storefront & curtain wall	5.45 %	NON
				%	
				%	
				%	
				%	

TOTAL VALUE OF PARTICIPATION FROM CONTINUATION PAGES:

TOTAL VALUE OF PARTICIPATION:

	17.31 %	Ø %
Enter Total Bid Amount	Total Must Equal 100%	Total DBE Participation
See Pg 1	See Pg 1 %	See Pg 1 %

**Supplier/Manufacturer/Purchase/Dealer work is counted at 60% participation toward DBE goal.*
**Total DBE participation is less than the goal, refer to the Good Faith Efforts section of the instructions, and attach a Schedule C and all other necessary documentation. Firms must be DBE-certified with an authorized agent of the LAUCP to count participation towards the goal.*

The undersigned prime firm will enter into a formal written agreement with the subcontractors / consultants/vendors identified herein for work and/or goods and services as shown in this schedule, conditioned upon the execution of a contract with the RTA. The undersigned agrees to be contractually bound to maintain the level of DBE participation set forth above. Failure to comply with this agreement constitutes breach of contract.

 Signature: [Signature] Date: 05/28/25

 Printed Name: CHRISTOPHER WALKER Title: MANAGING MEMBER

**DBE FORM 2 - DBE PARTICIPATION QUESTIONNAIRE**

INSTRUCTIONS: Unless otherwise instructed by the Bidding Documents, this form must be submitted at time of Submission. This information is to be collected and documented for all federally-funded projects as required by the Department of Transportation 49 CFR Part 26. All items requested on the form are required. If an item is not applicable, respondents shall enter *N/A*. Each prime firm participating as a joint venture should complete a separate form and indicate (item 9) that the response is a joint venture.

1. Project name, project number and date of submittal: ALGIERS FERRY TERMINAL & MAINTENANCE FACILITY IFB #2025-016 05/28/2025	2. Official name of firm: C.D.W. SERVICES LLC Indicate if prime or subcontractor: PRIME	3. Address of office to perform work: 3500 N CAUSEWAY BLVD STE 1208 METAIRIE, LA 70002
4. Name of parent company, if any: N/A	5. Location of headquarters (city): METAIRIE, LA	6. Age of firm: 20 YEARS
7. Name, title, and telephone number of principle contact: CHRISTOPHER WALKER MANAGING MEMBER 504.828.2061	8. Indicate Special Status: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Small Business <input type="checkbox"/> Minority-Owned Business <input type="checkbox"/> Woman-Owned Business </div> <div> <input checked="" type="checkbox"/> SLDBE certified <input type="checkbox"/> LAUCP certified* <input type="checkbox"/> SBE certified* </div> </div> <p>*A firm participating as a DBE or SBE must be certified by the Louisiana Unified Certification Program (LAUCP) by the date of submittal. Current letter of certification shall be attached.</p>	
9. Is this submittal a joint venture (JV)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, have the firms worked together before? <input type="checkbox"/> Yes <input type="checkbox"/> No	10. Summary of firm's annual revenues (insert index number): <div style="display: flex; justify-content: space-between;"> <div> Last Year <u>6</u> 3 Years Ago <u>6</u> </div> <div> 2 Years Ago <u>6</u> </div> </div> <div style="margin-top: 10px;"> Ranges of annual revenues received: 1. less than \$500,000 2. \$500,000 - \$1,000,000 3. \$1,000,000 - \$2,000,000 4. \$2,000,000 - \$4,000,000 5. \$5,000,000 - \$6,000,000 6. \$6,000,000 or greater </div>	

☒ I have reviewed the attached DBE Form I Schedule of Contract Participation and DBE Commitment, and confirm that the scope and price described was fairly negotiated. I further affirm that my firm is ready, willing, and able to perform the work as described and according to the requirement of the bid specifications.

☒ I do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct, and that I am authorized on behalf of this firm to make this affidavit.

Signature:  Date: **05/28/2025**

Print Name: **CHRISTOPHER WALKER** Title: **MANAGING MEMBER**

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 New Orleans Glass Co Inc

Firm Address 230 Tulane Ave NOLA 70119

Telephone Number 504 822-8063

Fax Number 504 822 0001

E-Mail Address Jim@SOWALLS.com

Firm's status as Disadvantaged Business Enterprise (DBE) or Non-DBE we partner with Smith Construction for DBE

Age of the firm 50+ years

Annual gross receipts of the firm _____

Prime or Sub-Contractor

NAICS code (s) _____

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

Signature J. Millamibia

Title ESTIMATOR

Date 5/28/25

RTA Project No. _____

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

**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 New Orleans Glass Co Inc
ADDRESS 2312 Tulane Ave NOLA 70119
DATE 5/28/25

J. Williams
Signature of Offeror's Authorized Representative

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 LOUMIS Air, LLC

Firm Address 60473 Doss Drive Slidell, LA 70460

Telephone Number 985-445-1545

Fax Number _____

E-Mail Address will.berkowitz@loumsair.com

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

Age of the firm 5 Years

Annual gross receipts of the firm 4.8 million

Prime or Sub-Contractor SUB-CONTRACTOR

NAICS code (s) 238220

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

Signature WILLIAM BERKOWITZ



Title Project Manager

Date 5/25/25

RTA Project No. ~~247-001~~ 2025-016

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

**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 LOUMIS Air, LLC

ADDRESS 60473 Doss Dr Slidell, LA 70460

DATE 5/28/25



Signature of Offeror's Authorized Representative

PARTICIPANT INFORMATION FORM

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Firm Name Zmmer Eschette Service II, LLC

Firm Address 907 S Broad Street

Telephone Number 504-827-1902

Fax Number 504-827-1905

E-Mail Address jay@zeservicesllc.com

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


Age of the firm 20 years

Annual gross receipts of the firm 5,000,000

Prime or Sub-Contractor Sub contractor

NAICS code (s) 238910

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

Signature 

Title owner

Date 05.28.2025

RTA Project No. 2025-016

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COMPANY Zimmer Eschette Service II LLC

ADDRESS 907 S. Broad Street

DATE 5/28/2025


Signature of Offeror's Authorized Representative

PARTICIPANT INFORMATION FORM

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Firm Name Zinsel Glass and Mirror LLC

Firm Address 242 Villemar Place Terrytown, LA 70056

Telephone Number 504-367-2330

Fax Number _____

E-Mail Address zinselestimating@zinselglass.com

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

Age of the firm 27 years

Annual gross receipts of the firm \$12,000,000.00

Prime or Sub-Contractor Subcontractor

NAICS code (s) 238150

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

Signature Warren Buonagura

Title President

Date May 28, 2025

RTA Project No. _____

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

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COMPANY Zinsel Glass and Mirror LLC

ADDRESS 242 Villemar Place Terrytown, LA 70056

DATE May 20, 2025



Signature of Offeror's Authorized Representative

PARTICIPANT INFORMATION FORM

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Firm Name SwinRite Installations, Inc.

Firm Address P.O. Box 10732 Harahan, La. 70181

Telephone Number 504-415-3378

Fax Number _____

E-Mail Address swingrite99@gmail.com

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

Age of the firm 22yrs

Annual gross receipts of the firm Under \$1,000,000.00

Prime or Sub-Contractor Sub-Contractor

NAICS code (s) 238990

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

Signature Timothy E. Davis

Title Vice President

Date 05/28/2025

RTA Project No. 2025-D16

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

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

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COMPANY SwingRite Installations, Inc.

ADDRESS P.O. Box 10732 Harahan, La. 70181

DATE 05/28/2025

Timothy E. Davis

Signature of Offeror's Authorized Representative

PARTICIPANT INFORMATION FORM

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Firm Name Crescent Foundations, LLC
Firm Address 10113 27th St Kenner, LA 70062
Telephone Number (504) 818-2945
Fax Number N/A
E-Mail Address admin@crescentfoundations.com

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

Age of the firm 16 years
Annual gross receipts of the firm \$4 million
Prime or Sub-Contractor
NAICS code (s) 238710

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

Signature Mandy Austin
Title owner
Date 5-27-25

RTA Project No. 2025-D16 ~~B-2025-11~~ RTA Algiers Ferry and Mandreana Building

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

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

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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 Crescent Foundations, LLC
ADDRESS 101 W 27th St Kenner LA 70062
DATE 5-27-25
Mandy Austin
Signature of Offeror's Authorized Representative

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 Rotolo Consultants, Inc.

Firm Address 38001 Brownsville Rd, Slidell, LA 70460

Telephone Number (985) 643-2427

Fax Number (985) 643-2691

E-Mail Address estimating@rotoloconsultants.com

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

Age of the firm 30 years

Annual gross receipts of the firm 2024 - \$134,000,000

Prime or Sub-Contractor Sub-Contractor

NAICS code (s) 238990

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

Signature 

Title DIRECTOR OF LABORATORY ESTIMATING

Date 5.28.25

RTA Project No. ~~247-001~~ 2025-016

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

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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 Rotolo Consultants, Inc.

ADDRESS 38001 Brownsvillage Rd, Slidell, La 70460

DATE 5.28.25


Brian Rotolo

Signature of Offeror's Authorized Representative

PARTICIPANT INFORMATION FORM

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Firm Name Osborne Contractors, LLC

Firm Address P.O. Box 792732, New Orleans, LA 70179

Telephone Number 504-304-5578

Fax Number 504-342-2390

E-Mail Address willm@osbornecontractors.com

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

Age of the firm 11 years

Annual gross receipts of the firm \$15MM

Prime or Sub-Contractor Subcontractors

NAICS code (s) 237990-23 (Pile Driving)

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

Signature Will Maranto

Title Sales & Marketing / Sr. Estimator

Date 5/28/25

RTA Project No. IFB 2025-016

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

**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 Osborne Contractors, LLC

ADDRESS P.O. Box 792732, New Orleans, LA 70179

DATE 05/28/2025

Will Maranto
Signature of Offeror's Authorized Representative

PARTICIPANT INFORMATION FORM

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Firm Name Caulking Solutions LLC

Firm Address P.O. Box 4009 Slidell, LA 70459

Telephone Number 504-515-7596

Fax Number N/A

E-Mail Address Oibarra@caulkingsolution.com

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

Age of the firm 9 Years

Annual gross receipts of the firm \$200,000

Prime or Sub-Contractor Sub-contractor

NAICS code (s) Division 7

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

Signature Oscar Ibarra

Title Owner

Date 5/28/25

RTA Project No. 001

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Firm Name ALL TERRACE LANDSCAPE AND IRRIGATION LLC
Firm Address 4720 VENICE PLACE
Telephone Number 504 251-7489
Fax Number 504 885 3091
E-Mail Address MCMANUS@CFL.NET
Firm's status as Disadvantaged Business Enterprise (DBE) or Non- DBE NON
Age of the firm 35 YEARS
Annual gross receipts of the firm _____
Prime or Sub-Contractor SUB
NAICS code (s) _____
I certify to the best of my knowledge that the above information is true and correct:
Signature MCMANUS (Signature)
Title owner
Date 5/28/25
RTA Project No. 247-001 2025-016

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Firm Name New Orleans Iron Works, LLC

Firm Address 220 Walker Road, Belle Chasse, LA 70037

Telephone Number 504-656-8996

Fax Number 504-656-8998

E-Mail Address Kerry@noiw.us

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

Age of the firm 27 Years

Annual gross receipts of the firm 30M

Prime or Sub-Contractor Sub-Contractor

NAICS code (s) 332312

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

Signature Kerry B. Harris

Title Cheif Estimator

Date May 28, 2025

RTA Project No. IFB 2025-016

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Firm Name Surface Systems Inc

Firm Address 2619 Tchoupitoulas, NOLA 70130

Telephone Number 5043092509

Fax Number _____

E-Mail Address Rosm@surfaceinc.com

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

Age of the firm 40 years

Annual gross receipts of the firm \$10,000,000.00

Prime or Sub-Contractor Sub-Contractor

NAICS code (s) 444180

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

Signature Kenneth Broadwell

Title CEO

Date 5.28.2025

RTA Project No. ~~912770~~ 2025-016

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Firm Name LFS Glass & Glazing LLC
Firm Address 5821 Planche St. Harahan LA 70123
Telephone Number (985) 807-4871

Fax Number _____

E-Mail Address brian@lfglass.com

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

Age of the firm 20 years

Annual gross receipts of the firm \$2mil

Prime or Sub-Contractor Sub-Contractor

NAICS code (s) 238150

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

Signature Brian Spreen Brian Spreen

Title Member

Date 5/28/25

RTA Project No. #2025-016

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Firm Name CB's Lawn Care & Landscaping LLC DBA The Grounds Guys

Firm Address 35948 North Corbin Rd Walker, LA 70785

Telephone Number 225.208.7450

Fax Number _____

E-Mail Address Corey.ball@groundsguys.com

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

Age of the firm 10

Annual gross receipts of the firm 2600000

Prime or Sub-Contractor Sub

NAICS code (s) 561730,237110,238910

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

Signature 

Title President/CEO

Date 5/28/2025

RTA Project No. 399599

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Firm Name JIREH CONSTRUCTION GROUP, INC
Firm Address 909 SOUTH BROAD STREET, NEW ORLEANS LA, 70125
Telephone Number 504-281-0260

Fax Number N/A

E-Mail Address ERICKG@JIREHCONSTRUCTIONGROUP.COM

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

Age of the firm 12 YEARS

Annual gross receipts of the firm \$750,000

Prime or Sub-Contractor SUB CONTRACTOR

NAICS code (s) 237310-23811-238110

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

Signature 

Title CEO

Date 5/28/2025

RTA Project No. IFB-2025-016

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New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 25-119

Board of Commissioners

Sole Source Request To Purchase Proprietary Bus Parts from New Flyer

DESCRIPTION: Sole Source Request for Proprietary Bus Parts from New Flyer	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:

To authorize the Chief Executive Officer to approve a sole source request for the purchase of Proprietary Bus Parts in the amount not to exceed \$700,000.00.

ISSUE/BACKGROUND:

New Flyer Industries Parts is the aftermarket support team for the New Flyer Industries, a leading manufacturer of transit vehicles in North America. As such, many parts required for proper maintenance and repair are proprietary and only available directly from the manufacturer. Maintaining a continuous supply of OEM parts is critical to ensuring fleet reliability, safety, and compliance with warranty and performance standards.

DISCUSSION:

The existing purchase order expired in July 2025. If this sole source request is not granted, funding will be unavailable to purchase the parts required for repairs and to keep the fleet in service.

FINANCIAL IMPACT:

The funding for this project is made available through local account code 01-0000-00-1301-000-00-00-00000-00000 in the amount not to exceed \$700,000.00

NEXT STEPS:

Upon approval, the current purchase order will be funded and Award a contract to New Flyer

ATTACHMENTS:

1. Resolution
2. Change Order Routing Sheet
3. ICE - Proprietary Bus Parts
4. New Flyer - Proprietary Bus Parts Letter
5. Purchase Order - RTAP_00129 - New Flyer - Proprietary Bus Parts

Prepared By: Angela Doherty
Title: Manager of Inventory Control

Reviewed By: Ryan Moser
Title: Chief Asset Management Officer

Reviewed By: Gizelle Banks
Title: Chief Financial Officer



Lona Edwards Hankins
Chief Executive Officer

9/19/2025

Date



RESOLUTION NO. _____

FILE ID NO. 25-119

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO GRANT SOLE SOURCE CONTRACT FOR PROPRIETARY BUS PARTS
FROM NEW FLYER INDUSTRIES PARTS**

Introduced by Commissioner _____, seconded by Commissioner
_____.

WHEREAS, New Flyer Industries is a leading manufacturer of transit vehicles in North America, and many of the parts necessary for the maintenance and repair of the fleet are proprietary and only available directly from the manufacturer; and

WHEREAS, maintaining a continuous supply of Original Equipment Manufacturer (OEM) parts is critical to ensuring the reliability, safety, and compliance of the fleet with all warranty and performance standards; and

WHEREAS, the existing purchase order for proprietary bus parts expired in July 2025, and a new contract is necessary to provide uninterrupted procurement of needed parts through August 2026; and

RESOLUTION NO. _____

Page 2

WHEREAS, funding for the contract is made available through account code **01-0000-00-1301-000-00-00-00000-00000**, in the amount not to exceed **SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00)**; and

NOW, THEREFORE, BE IS RESOLVED, by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, is authorized to approve a sole source contract for the purchase of the Proprietary Bus Parts from New Flyer Industries Parts, with the term extending through August 2026.

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

YEAS: _____

NAYS: _____

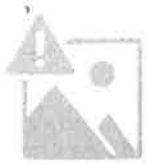
ABSTAIN: _____

ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE 23rd DAY OF SEPTEMBER, 2025.

FRED A. NEAL, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS

Change Order Routing Sheet



Request with ID: 393, has been submitted for approval thus not "editable", unless rejected first.

EDITING: please click the "Edit" bottom on very top left of this screen if you need to edit this sheet.

REQUEST ID: 393

Mode: Locked

Status: In-Progress

Stage: Dept

Review

Created By: DOHERTY,
ANGELA J

Tue Aug 26

2025 13:56:41 GMT-0500

(Central Daylight Time)

☒ Default Email
Routing Assignment *

☐ Check to see any
reject comments

☐ Click to see full log

*NOTE: Please click above
to update the "Email
Routing Assignments".*

EMAIL ROUTING ASSIGNMENTS

Dir/Dept Head Personnel
Lookup *

Jacques Robichaux

Dept Head Full Name

#Jacques Robichaux

Dept Head RTA Email *

jrobichaux@rtaforward.org

Grants Personnel Lookup

Grants Team

Dir Grants Rep Full Name

#Grants Team

Dir Grants RTA Email *

GrantsTeam@rtaforward.org

Budget Personnel Lookup

Budget Team

Budget Analyst Full Name

#Budget Team

Budget Analyst RTA Email *

Budget@rtaforward.org

Safety Personnel Lookup

Safety Team

Chief Safety Full Name

#Safety Team

Chief Safety RTA Email *

SafetyProcurementTeam@r

Risk Personnel Lookup

Risk Team

Risk Analyst Full Name

Risk Team

Risk Analyst RTA Email *

RiskProcurementTeam@rtaf

SBE Personnel Lookup

SBE Team

Dir SBE Full Name

SBE Team

Dir SBE RTA Email *

SBEProcurementTeam@rtaf

DBE Personnel Lookup

DBE Team

DBE/EEO Compliance Manager
Name

#DBE Team

DBE/EEO Compliance Manager
RTA Email *

DBEProcurementTeam@rtaf

Procurement Lookup

Ronald Baptiste Jr.

Dir Procurement Full Name

Ronald Baptiste Jr.

Dir Procurement RTA Email *

rbaptiste@rtaforward.org

Chief Lookup *

Ryan Moser

Chief Full Name

#Ryan Moser

Chief RTA Email *

rmoser@rtaforward.org

CFO Lookup

Gizelle Banks

CFO Full Name

Gizelle Banks

CFO RTA Email *

gbanks@rtaforward.org

CEO Lookup

Lona E. Hankins

CEO Full Name

Lona E. Hankins

CEO RTA Email *

lhankins@rtaforward.org

Department Representative to participate in the procurement process:

Title: MANAGER OF INVENTORY CONTROL Name: DOHERTY, ANGELA J Email: adoherty@rtaforward.org

RTA Phone Ext. Number
*

8405

Contract Information

Contract No.

02821

Contract Title *

NEW FLYER PROPRIETARY PARTS

PO No. *

00129

☐ Check to add attachments (Limited to 25MB)

Contract History

Original award value *

\$ 1,200,000.00

Previously executed change order value

\$ 0.00

Adjusted contract value

\$ 1,200,000.00

Adjusted Contract Value prior to requested change order

Current change order value *

\$ 700,000.00

Revised contract value *

\$ 1,900,000.00

Revised Contract Value with current change order

Procurement Justification

*Required **

This request is for the purchase of proprietary Bus parts for fleet repair that is only available through New Flyer. The estimated cost is \$700,000 taking advantage of the change order option year after the 2 year term ended. The increase from the previous award of \$560,000 is a 25% inflation due to the Tariffs that have been imposed by government.

Type of Change Request

Required *

- ☒ Administrative
- ☐ Supplemental
- ☐ Termination

Responsibility Determination: Price determined fair and reasonable based on (An ICE form or other form of determination must be provided.

Responsibility Determination *

ICE

Independent Cost Estimate

\$

700,000.00

Ice Form or Other form is required *



ICE Form 08222025.docx



NORTA_Parts_List_Updated Final 2025.xlsx



Proprietary Statement New Orleans 25.doc



SOLE SOURCE New Flyer 2025.docx

DBE/SBE/SLBE Review is required.

Prime firm's commitment NOTE: The Prime Firm must be notified by the Project Manager that the DBE/SBE/SLBE Commitment percentages applies to the Total Contract Value after all amendments and change orders.

Director of Small Business Development

SBE TEAM

DBE/EEO Compliance Manager

#DBE TEAM

Capital Project (Requires a Project ID#)

☐ Is Capital projects review required?

Funding Source

Funding Type *

☐ Federal ☐ State ☒ Local ☐ Other

Budget Analyst

#BUDGET TEAM

Available Federal
funding

\$

Available State Funding

\$

Available Local Funding
*

\$ 700,000.00

Available Other
Funding

\$

Revised Projected
Federal cost

\$

Revised Projected State
Cost

\$

Revised Projected Local
Cost *

\$ 700,000.00

Revised Projected
Other Cost

\$

Total Available Funding

\$ 700,000.00

Revised Projected total cost

\$ 700,000.00

Revised Contract Value Entered

\$ 1,900,000.00

Budget

Note: The default "Budget Team" includes all budget analysts.
They will all get an email, but only one will approve according to the budget code assignment.

Budget lookup List-1 *

01-0000-00-1301-000-00-00-00000-00000

Budget code-1

01-0000-00-1301-000-00-00-00000-00000

Budget lookup List-2

Budget code-2

Budget lookup List-3

Budget code-3

Budget lookup List-4

Budget code-4

Safety/Security and Risk Review (Required if Total Project Cost > \$25K)

Include Safety Review and Approval is Required



Yes

Safety Chief

#SAFETY TEAM

☐ Check to add Safety Attachments

Include STD Insurance Provisions is Required



Yes

Risk Management Analyst

RISK TEAM

☐ Check to add Risk Attachments

Department Representative

I have reviewed this form and the attachments provided and by inputting my name below I give authority to the above stated department representative to proceed.

Input Rep fullname *

ANGELA J DOHERTY

Date *

Aug 26, 2025

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/Number: New Flyer

Date of Estimate: 08/22/2025

Description of Goods/Services:
Bus Parts

☐ New Procurement
☒ Contract Modification (Change Order)
☐ Exercise of Option

Method of Obtaining Estimate: Estimate based on pricing from previous sole sour request ID# 72 for purchases in 2023-2024.

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 (Proprietary parts list attached) ☐ 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 \$\$700,000.00 which includes a 25% inflation from the previous award year amount of \$560,000 due to the tariffs that have been imposed by government.

The preceding independent cost estimate was prepared by:

Name

Angela Doherty

Signature *Angela Doherty*



08/20/2025

Angela Doherty
Inventory Control Manager
2817 Canal Street
New Orleans, LA 70119

In reference to proprietary parts

Dear Miss Doherty,

I am writing to provide a statement of proprietary items as sold by NFI Parts

NFIParts™ is the aftermarket support team for New Flyer Industries, a leading manufacturer of transit vehicles in North America.

Employing over 250 administrative and warehouse staff, and supported by our professional external sales force, New Flyer Parts maintains a consistent and stable pattern of growth. Since 1986, our parts organization has expanded to its current status as the leading transit parts supplier in the U.S. and Canada.

To further diversify and grow our aftermarket parts business, New Flyer acquired Orion from Daimler Buses North America in March 2013 and North American Bus Industries (NABI) in June 2013. Combining scale, footprint and overhead has created a robust service infrastructure that continues to provide a high level of service and support to our customers. Orion and NABI parts have been efficiently integrated into New Flyer's business systems and distribution centers in Canada and the U.S.

NFIParts™ is the largest distributor of aftermarket parts in the transit bus industry with five strategically located Parts Distribution Centers (PDCs) representing over 300,000 square feet of warehouse space. This distribution strategy allows us to efficiently serve all our customers, reduce in-transit times, and support new initiatives such as Supply Chain Solutions.

In further solidifying this statement, there are over 100+ vendor relationships that are established in providing parts which are considered sole source for the New Flyer SRs which you have provided. This would also include our internal partners in the factory and parts warehouses which engage in the manufacture and kitting of several of these items. For the New Flyer SRs, there are roughly 1500 parts per SR or 30%-35% per total parts installed on the bus (varies by SR) which are considered sole source. Please let me know if you have any questions.

Yours truly,

Matthew DiGiuseppe
Manager, Sales & Customer Service
NFI Parts

Purchase Order RTAP_00129 Change Order 3

Order	RTAP_00129
Order Date	29-NOV-2023
Change Order	3
Change Order Date	12-DEC-2023
Revision	1
Ordered	1,200,000.00 USD

Sold To **Regional Transit Authority**
2817 Canal Street
NEW ORLEANS, LA 70119

Supplier **NEW FLYER OF AMERICA (2)**
DBA NFI PARTS
PO BOX 857758
MINNEAPOLIS, MN 55485

Bill To **RTABU**
2817 Canal Street
NEW ORLEANS, LA 70119
UNITED STATES

Ship To **2817 Canal Street**
NEW ORLEANS, LA 70119
UNITED STATES

Notes USD = US Dollar

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	14966	Net 30			
Confirm To	Deliver To Contact				
Briana Howze	Angela Doherty				
	E-mail adoherty@rtafoward.org				

Line Item	Price	Quantity	UOM	Ordered	Taxable
1 BLANKET PURCHASE ORDER FOR ORACLE BLANKET PO	1.00		EA		
Notes PROPRIETARY PO					

Promised 1,200,000 EA 1,200,000.00

Requested
11/30/23

Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.

Line Total 1,200,000.00

Total 1,200,000.00



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 25-127

Board of Commissioners

Change Order to Fund RTA's Drug and Alcohol Program

DESCRIPTION: Change Order to fund RTA's Drug and Alcohol Program to ensure continuous services in compliance with FTA Drug and Alcohol regulations	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:

To authorize the Chief Executive Officer to amend RTA's contract with Innovative Risk Management Services to maintain the agency's Drug and Alcohol Program in compliance with FTA Drug and Alcohol regulations.

ISSUE/BACKGROUND:

The New Orleans Regional Transit Authority (RTA) is dedicated to maintaining a workplace environment free from the effects of illegal drugs or alcohol to protect the health and safety of our employees, citizens and visitors. In meeting this goal, the Board adopted the Drug and Alcohol-Free Workplace Policy (HC23) in 2021.

The RTA has maintained a successful drug and alcohol testing program that is compliant with FTA's requirements. However, demand for testing is beginning to fluctuate and service rates are rising. Operating incidents, staffing changes, and other regulatory requirements have caused a significant shift in testing volumes and associated costs compared to the previous year with an average of \$125,000 and higher for the agency. Staff is requesting authorization to amend RTA's contract with Innovative Risk Management Services, its current Drug and Alcohol services provider under RFP # 2024-19, to increase the agreement value to the initial two-year value, to \$155,000 per year.

DISCUSSION:

Last year, the RTA entered into an agreement with Innovative Risk Management Services to provide drug and alcohol testing services. The contract amount was \$95,000 for a contract term of two years. When the Board of Commissioners was unable to meet to consider the request, the CEO authorized \$95,000 for the first year of the contract. This action was necessary to ensure no disruptions to safety-sensitive testing, employee compliance monitoring, or reporting requirements. To both cover all outstanding invoices (approximately \$30,000) from the first year of services and authorize funding to for the second authorized year of the initial contract term, staff is asking for an amendment to increase the agreement value to \$155,000 per year. The contract, as authorized, includes two, consecutive one-year options.

FINANCIAL IMPACT:

Funding will be made available from the following accounts:

Account number 01-7700-02-7110-167-00-00-00000-00000 (for the remainder of 2025); and

Account number 01-8900-02-7110-167-89-00-00000-00000 (beginning Fiscal Year 2026).

This is a combined increase of \$60,000 from the original amount of \$95,000 that was authorized by the CEO.

NEXT STEPS:

Upon Board approval, the purchase order for this service will be funded and the RTA will continue to maintain a fully compliant Drug and Alcohol Program.

ATTACHMENTS:

1. Resolution
- 2.RFP 2024-019 Drug and Alcohol Testing Services (1)
3. RFP 2024-019 Public Notice (1)
4. Scope of Work- Drug and Alcohol Testing Services
5. Innovative Risk Management Services-Unexecuted Contract
6. Procurement Summary - RFP 2024-019 Drug and Alcohol Testing Services (1)
7. Administrative Review Form RFP 2024-019
8. D&A Independent Cost Estimate (ICE) Form
9. Approved Change Order Routing Sheet

Prepared By: Shalome Q. Jenkins
Title: Drug and Alcohol Program Administrator., DER

Reviewed By: Michael J. Smith
Title: Chief Safety, Security & Emergency Management Officer

Reviewed By: Gizelle Banks
Title: Chief Financial Officer



Lona Edwards Hankins
Chief Executive Officer

9/19/2025

Date



RESOLUTION NO: _____

STATE OF LOUISIANA
PARISH OF ORLEANS

Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6307

**AUTHORIZATION TO AMEND THE CONTRACT WITH INNOVATIVE RISK
MANAGEMENT SERVICES FOR RTA'S DRUG AND ALCOHOL PROGRAM**

Introduced by Commissioner _____ seconded by Commissioner _____ .

WHEREAS, the RTA has entered into an agreement with Innovative Risk Management Services to provide drug and alcohol testing services, in support of RTA's Drug and Alcohol Program, and in accordance with FTA Drug and Alcohol regulations; and

WHEREAS, the Chief Executive Officer authorized NINETY-FIVE THOUSAND (\$95,000) for the first year of an initial term of two (2) years, which was an action that was deemed necessary at the time to ensure continuity in safety-sensitive employee testing, employee compliance monitoring, and reporting requirements; and

WHEREAS, an amendment is needed to increase the agreement value to the initial two-year value, based on the results of RFP # 2024-019, to ONE HUNDRED FIFTY-FIVE THOUSAND dollars (\$155,000) annually for the remainder of the contract; and

WHEREAS, the RTA wishes to adhere to the Drug Free Workplace Act of 1988 and remain in compliance with FTA Drug and Alcohol regulations that ensure a safe environment for employees and customers; and

WHEREAS, on September 9, 2025, a change order request was approved to increase the agreement value to the initial two-year value; and

WHEREAS, funding is available from account numbers 01-7700-02-7110-167-00-00-00000-00000 and 01-8900-02-7110-167-89-00-00000-00000 for an amount not to exceed ONE HUNDRED FIFTY-FIVE THOUSAND dollars (\$155,000) annually, without proper authorization; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority (RTA), the Chief Executive Officer is authorized to amend the contract with Innovative Risk Management Services for Drug and Alcohol testing services.

RESOLUTION NO: _____
PAGE TWO

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 23RD DAY OF September 2025

FRED NEAL
CHAIRMAN
RTA BOARD OF COMMISSIONERS

**PUBLIC NOTICE
REGIONAL TRANSIT AUTHORITY**

**DRUG AND ALCOHOL TESTING SERVICES
REQUEST FOR PROPOSALS (RFP) #2024-019**

Project Description: The Regional Transit Authority (RTA) invites qualified vendors to provide Drug and Alcohol Testing Services for the Regional Transit Authority per scope of work listed in RFP 2024-019.

How to Obtain a copy of the RFP: Scope of Work/Technical Specifications and further information concerning the RFP may be obtained beginning May 22, 2024 from the RTA's Procurement website at <https://norta.procurement.com/home>. You will be required to first register on this website. The RFP can also be obtained at Regional Transit Authority's website at <http://www.norta.com>

Responding to RFP: Proposals shall be submitted through RTA's Procurement website on or before 2:00 P.M., Thursday, June 20, 2024. Any questions or further information concerning this RFP may be submitted through <https://norta.procurement.com/home> beginning on May 22, 2024. Only written questions submitted through <https://norta.procurement.com/home> shall be considered official. All answers to questions shall be by formal addenda posted to the website under RFP #2024-019.

RTA in accordance with 49 Code of Federal Regulations (CFR) Part 26 has an obligation to ensure nondiscrimination of Disadvantaged Business Enterprises (DBEs) and to comply with all federal, state and local regulations relative to utilization of DBEs on publicly funded projects. The RTA is committed to utilization of DBEs on all federally funded projects toward attainment of the agency's established overall goal of 31%.

No goal has been established for this project.

Notice to all offerors is hereby provided that in accordance with all applicable federal, state and local laws the RTA will ensure that DBEs are afforded full opportunity to submit offers and responses to this solicitation and to participate in any contract consummated pursuant to this advertisement. Additionally, no offeror will be discriminated against on the basis of age, sex, race, color, religion, national origin, ethnicity or disability.

As such, award of the contract will be conditioned on meeting the requirements of the federal, state and local laws for Equal Opportunity including compliance with the policies of DBE Program.

The RTA reserves the right to accept or reject any and all submittals.

**Lona Hankins
Chief Executive Officer
Regional Transit Authority**

REQUEST FOR PROPOSALS
FROM
REGIONAL TRANSIT AUTHORITY

SUBJECT: Drug and Alcohol Testing Services

DATE: Wednesday, May 22, 2024

REQUEST FOR PROPOSALS NO. 2024-019

PROPOSAL RECEIPT DEADLINE: Thursday, June 20, 2024 at 2:00 P.M.

The Regional Transit Authority Invites Request for Proposals for the services set forth above in accordance with the specifications enclosed herewith.

Proposals **MUST** be received at the RTA's Offices by the date and time set as the Submittal Receipt Deadline.

Enclosures ("X" indicates item enclosed)

- X** Notice to Submitters
- X** Instructions to Submitters
- X** General Provisions
- X** Federal Requirements
- X** Evaluation Criteria
- X** Scope of Work

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ATTACHMENTS	Scope of Work
	Collection Facilities List
	Pricing Worksheet
	Proposed Project Schedule
	Supplier Checklist

INSTRUCTIONS TO PROPOSERS

1.1 PROPOSALS

Please provide a one-page cover letter, serving as an Executive Summary of your proposal, which includes a brief description of your firm and its activities in providing drug and alcohol testing services. The letter should be signed by the firm's authorized representative for this RFP.

Proposals shall provide a straight forward, concise delineation of the proposer's capability to satisfy the requirements of the Request for Proposals. Each proposal shall be submitted in the requested format, and provide all pertinent information including but not limited to information relevant to personnel assignments, specifications/scope of work, work completion, schedules, etc., as provided in this Request for Proposals. Each proposal shall be signed in ink by a duly authorized officer of the company.

1.2 PROPOSAL SUBMISSIONS

Proposals can be sent electronically through RTA's ProcureWare system and uploaded through our electronic system at <https://norta.procureware.com/home> until 2:00 P.M., on the date established as the submittal receipt deadline. Proposals received after the specified date shall be considered late and, therefore, shall not be considered for award.

1.3 PROPOSER REVIEW PROCEDURE

For the purposes of this paragraph, all submissions must be received by the RTA no later than 2:00 p.m. (Central time) on the date specified as the deadline for the submission.

A. Request for Modification or Clarification

This section establishes procedures for proposers to seek review of this Request for Proposals and any addenda. A proposer may discuss this Request for Proposals and any addenda with the RTA. Such discussions do not, however, relieve proposers from the responsibility of submitting written, documented requests.

Proposers may submit to the RTA requests for interpretations, clarifications or modifications concerning any term, condition and/or specification included in this Request for Proposals and/or in any addendum hereto. Any such request must be received by the RTA, in writing, not less than **SEVEN (7) calendar days** before the date of scheduled proposal receipt deadline. All requests must be accompanied by all relevant information

supporting the request for modification, interpretation, clarification or addendum of this solicitation.

RTA will issue a written determination relative to each request made pursuant to this procedure. The written determination must be mailed or otherwise furnished to all proposers at least **THREE (3) calendar days** before the date scheduled as the proposal receipt deadline.

b. Protest Procedures

The following is an explanation of the RTA protest procedures which must be followed completely before all administrative remedies are exhausted.

Any person who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Procurement/RTA. Protests shall be submitted in writing specifically identifying the area of protest and containing any support data, test results, or other pertinent information substantiating the appeal. A protest with respect to a solicitation must be submitted in writing to the RTA at least seven (7) calendar days prior to proposal receipt deadline. A protest with regard to the award of a contract shall be submitted, in writing, within seven (7) calendar days after award of the contract.

Prior to any action in court, the Director of Procurement/RTA shall have the authority to settle or resolve a protest from an aggrieved person concerning the solicitation or award of a contract.

If the protest is not resolved by mutual agreement, the Director of Procurement/RTA or his designee shall within thirty (30) calendar days of protest issue a decision in writing. The decision shall:

1. State the reasons for the action taken; and
2. Inform the protestor of his/her right to administrative and judicial review.

A copy of this decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening. This decision shall be final and conclusive unless:

1. The decision is fraudulent; or
2. The person adversely affected by the decision has submitted a timely administrative appeal to the CEO/RTA.

In the event of a timely protest under these regulations, the RTA shall not proceed further with the solicitation or with the award of the contract unless the Director of Procurement/RTA makes a written determination that the award of the contract is necessary without delay to protect the substantial interests of the RTA.

The CEO/RTA shall have the authority to review and determine any appeal by an aggrieved person from a determination by the Director of Procurement/RTA or his designee.

The aggrieved person must file an appeal within five (5) calendar days of receipt of a decision from the Director of Procurement/RTA.

On any appeal of the decision of the Director of Procurement/RTA, the CEO/RTA shall decide within thirty (30) calendar days whether the solicitation or award was made in accordance with the constitution, statutes, regulations, and the terms and conditions of the solicitation. Any prior determination by the Director of Procurement/RTA or his designee shall not be final or conclusive.

A copy of the CEO's/RTA decision shall be mailed or otherwise furnished immediately to the protestant or any other party intervening.

The decision of the CEO/RTA shall be final and conclusive unless:

1. The decision is fraudulent; or
2. The person adversely affected by the decision has timely appealed to FTA after having exhausted the local protest procedures stated above.

The RTA reserves the right to designate any person(s) other than the CEO/RTA or the Director of Procurement/RTA to perform the duties provided for in this Paragraph.

Any appeal to FTA under these protest procedures will be made pursuant to Circular 4220.1F, as amended.

1.4 CONTRACT DOCUMENTATION

Any contract resulting from this solicitation shall contain the terms and conditions included in this Request for Proposals and any addenda issued pursuant hereto.

1.5 COST OF PROPOSAL

Any costs incurred by proposers responding to this Request for Proposals in anticipation of receiving a contract award will not be reimbursed by the RTA. Payments will only be made pursuant to a contract between the RTA and the successful proposer.

1.6 PROPOSAL POSTPONEMENT AND ADDENDA

The RTA reserves the right to amend the instructions, general conditions, special conditions, plans, scope of work, and specifications of this solicitation up to the

deadline date for proposal receipt. Copies of such addenda shall be furnished to all prospective proposers. Where such addenda require changes in the services or prices quoted, the final date set for proposal receipt may be postponed by such number of days as in the opinion of the RTA shall enable prospective proposers to revise proposals.

1.7 CANCELLATION OF REQUEST FOR PROPOSALS

The RTA reserves the right to cancel this Request for Proposals in whole or in part upon written determination by the Director of Procurement/RTA that such cancellation is in the best interest of the RTA.

1.8 PROPOSAL REJECTION

The RTA reserves the right to accept or reject any and all proposals submitted.

1.9 SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this Request for Proposals, a detailed cost proposal may be requested of the single proposer. A cost/price analysis and evaluation and/or audit may be performed in order to determine if the offer is fair and reasonable. Award of a contract to the proposer submitting the only proposal received in response to this Request for Proposals may be subject to approval by the FTA.

1.10 PROPOSAL WITHDRAWAL

Prior to the date and time set for the Proposal Receipt Deadline, proposals may be modified or withdrawn by the proposer's authorized representative in person, or by written, facsimile or electronic notice. If proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written, facsimile or electronic notices shall be received in the RTA Canal St. offices no later than the date scheduled as the proposal receipt deadline. After the Proposal Deadline, proposals may not be withdrawn for sixty (60) calendar days.

1.11 ACCEPTANCE OF PROPOSALS

Each proposal shall be submitted with the understanding that it is subject to negotiation at the option of RTA. Upon acceptance in writing by RTA of the final offer to furnish any and all of the services described herein, the parties shall promptly execute the final contract documents. The written contract shall bind the Proposer to furnish and 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. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Company Name

Company Representative

RFP 2024-019

II. GENERAL PROVISIONS

2.1 WRITTEN CHANGE ORDERS/AMENDMENTS

This contract may be changed/ amended in any particular allowed by law upon the written mutual agreement of both parties.

2.2 CHANGE ORDER/AMENDMENT PROCEDURE

Within ten (10) calendar days after receipt of the written change order to modify the contract, the Contractor shall submit to the RTA a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and the RTA. At that time, a detailed modification shall be executed in writing by both parties. In the event that federal funds are used in this procurement, the FTA may reserve the right to concur in any change order or any dispute arising under such change order. Disagreements that cannot be resolved by negotiation shall be resolved in accordance with the contract disputes clauses. Regardless of any disputes, the Contractor shall proceed with the work ordered, if the RTA has obtained the concurrence of FTA, should such concurrence be required. Regardless of any other requirement herein, RTA shall negotiate profit as a separate element of cost for any change order or amendment to any contract awarded pursuant to this solicitation.

2.3 OMISSIONS

Notwithstanding the provision of drawings, technical specifications or other data by the RTA, the Contractor shall supply all resources and details required to make the supplies complete and ready for utilization even though such details may not be specifically mentioned in the drawings and specifications.

2.4 PRIORITY

In the event of any conflicts between the description of the supplies and/or services in the Technical Specifications and drawings and other parts of this Request For Proposals, the Technical Specifications and drawings shall govern.

2.5 COMMUNICATIONS

All official communications in connection with this contract shall be in writing. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and award, any employee or officer of RTA or the Regional Transit Authority, including the Board of Commissioners, concerning any aspect of this

solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

2.6 INTEREST OF MEMBERS OF, OR DELEGATES TO CONGRESS

In accordance with 18 U.S.C. Subsection 431, no member of, or delegates to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising there from.

2.7 CONFLICT OF INTEREST

No Board Member, employee, officer or agent, or employee of such agent of the RTA shall participate in the selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The Board Member, employee, officer or agent, or employee of such agent;
- b. Any member of his immediate family;
- c. His or her partner; or
- d. An organization that employs, or is about to employ any of the above, has a direct or indirect, present or future financial or other interest in the firm selected for award.

The RTA's Board Members, officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties of sub agreements.

Each entity that enters into a contract with the RTA is required, prior to entering into such contract, to inform the RTA of any real or apparent organizational conflicts of interest. An organizational conflict of interest exists when the contractor is unable or potentially unable to provide objective assistance or advice to the RTA due to other activities, relationships, contracts, or circumstances; when the contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract; and during the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents, in accordance with Chapter VI, 2.a.(4)(h) of FTA C 4220.1F.

2.8 EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order No. 11246 as amended, entitled "Equal Employment Opportunity" as supplemented in Department of Labor Regulations

(41 C.F.R. Paragraph 60). In connection with the execution of this Agreement, the Contractor shall not discriminate against any employees or applicant for employment because of race, religion, color, sex, age, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

2.9 PRIVACY REQUIREMENTS

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understand that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

2.10 INDEMNIFICATION

The Contractor covenants and agrees to fully defend, protect, indemnify and hold harmless the RTA, and RTA, their directors, officers, employees, agents, and assigns from and against all liability, including strict liability, claims, demands, and causes of action brought by others against RTA, and/or RTA, and expenses, including but not limited to reasonable attorney's fees; and expense incurred in defense of RTA, and/or RTA arising out of, or in any way incidental to, or in connection with the work hereunder, and other activities by contractor; provided, however, that such indemnification shall apply only to the extent permitted by applicable law, and except and to the extent such liability, claim, demand or cause of action results from RTA's negligence.

2.11 PERFORMANCE

Contractor shall perform all work diligently, carefully and in a good and workmanlike manner and shall furnish and install all software, licenses, software licenses and materials required hereunder and test, de-bug, provide an operational “live” and fully functional system in strict compliance with the requirements under these bid documents and complete all training and other work required hereunder on or before at least 120 days after notice to proceed. Contractor shall obtain and maintain all permits and licenses required by public authorities in connection with performance of the work, and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. Contractor shall conduct all operations in Contractor's own name and as an independent contractor, and not in the name of, or agent for RTA.

2.12 STATUS OF CONTRACTOR AND ITS EMPLOYEES

For all purposes specified under the terms of this Agreement the Contractor shall be considered an independent contractor as defined in R.S. 23:1021 (5), and as such, the RTA shall not be liable to the Contractor for benefits or coverage provided by the Workers' Compensation Law of the State of Louisiana (R.S. 23:1021 et seq.), and further, under the provisions of R.S. 23:1034, no person employed by the Contractor shall be considered an employee of the RTA for the purpose of Workers' Compensation coverage.

2.13 INSURANCES

The contractor shall, upon request by the RTA, submit a copy of their standard insurance certificates for this project. During the term of this Agreement, the Contractor shall obtain and maintain the following types and amounts of insurance naming the Regional Transit Authority as an additional insured. The Contractor shall furnish to the RTA certificates showing types, amounts, class of operations covered, effective dates and dates of expiration of policies:

- A) Worker's Compensation Insurance as required by Louisiana Law;
- B) Vehicle Liability Insurance in the amount of \$1,000,000.00; and
- C) General Liability Insurance in the amount of \$1,000,000.

2.14 SUBCONTRACTORS

No portion of this contract may be, reassigned, transferred, or sublet without the written approval of the RTA. If allowed to subcontract, no subcontractor may be replaced without the written approval of the RTA.

2.15 ASSUMPTION OF RISK OF LOSS

Prior to acceptance, Contractor shall bear the risk of loss of the supplies, except that upon delivery, as defined in this Request For Proposals, the RTA will bear the risk of loss due to the negligence of the RTA.

2.16 ACCEPTANCE

Within 7 days after delivery, the RTA, its agents or assigns will conduct acceptance inspection. Acceptance shall be conditioned upon satisfactory results of such inspection, promptly communicated in writing to the Contractor, subject however, to revocation upon discovery of defects.

2.17 QUALITY INSPECTION

All goods and services installed and supplied shall be good quality and free from any defects, and shall at all times be subject to RTA's inspection; but neither RTA's inspection nor failure to inspect shall relieve Contractor of any obligation hereunder. If, in RTA's opinion, any goods or service (or component thereof) fails to conform to specifications or is otherwise defective, Contractor shall promptly replace or correct same at Contractor's sole expense. No acceptance or payment by RTA shall constitute a waiver of the foregoing, and nothing herein shall exclude or limit any warranties implied by law.

2.18 CORRECTION BY CONTRACTOR

After non-acceptance of the work, the Contractor shall begin implementing correction procedures within five (5) calendar days after receiving notification from the RTA. The RTA will make the site timely with Contractor's correction schedule. The Contractor shall bear all expense incurred to complete correction of the work after non-acceptance, and Contractor shall diligently implement correction procedures.

2.19 UNAVOIDABLE DELAYS

If completion of the work furnished under this contract should be unavoidably delayed, the RTA may extend the time for satisfaction of the Contractor's obligations pursuant thereto for a number of days determined by RTA to be excusable due to unavoidability. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence or mistakes of the Contractor, the Contractor's suppliers or their agents and was substantial and in fact caused the Contractor to miss completion dates and could not adequately have been guarded against by contractual or legal means.

2.20 NOTIFICATION OF DELAY

The Contractor shall notify the RTA as soon as the Contractor has, or should have, knowledge that an event has occurred or will occur which will delay progress or completion. Within five (5) days there from, the Contractor shall confirm such notice in writing furnishing as much detailed information as is available.

2.21 REQUESTS FOR EXTENSION

The Contractor agrees to supply, as soon as such data are available, any/all reasonable proof required by the RTA to make a decision relative to any request for extension. The RTA shall examine the request and any documents supplied by the Contractor, and RTA shall determine if the Contractor is entitled to an extension and the duration of such extension. The RTA shall notify the Contractor of this decision in writing. It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation, and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

2.22 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. sections 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794; section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. section 1612; and the following regulations and any amendments thereto:

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (c) U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

- (f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provision of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (i) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. Part 609.

2.23 APPLICATION OF FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

(a) Federal Laws and Regulations

The Federal requirements (laws, regulations policies, and related administratively) contained in this contract may change (from time to time) after the date the contract has been executed. Any changes in federal requirements shall apply to this contract and be incorporated therein.

(b) State or Territorial Law and Local Law

This contract shall be entered into in the State of Louisiana and shall be governed and/or construed in accordance with the laws and jurisprudence of the State of Louisiana, except to the extent that a Federal Statute or regulation preempts State or territorial law.

2.24 CONTRACT PERIOD

THE TERM OF THIS CONTRACT SHALL BE SET FORTH IN THE CONTRACT AGREEMENT.

2.25 NO OBLIGATION BY THE FEDERAL GOVERNMENT

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the

Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2.26 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between RTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

2.27 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTA requests which would cause RTA to be in violation of the FTA terms and conditions":<https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>

2.28 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by federal statute or regulations, the RTA will comply with the requirements of 49 U.S.C. § 5323(h) (2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

2.29 GEOGRAPHIC RESTRICTIONS

Except as expressly mandated, encouraged or permitted by FTA or Federal statute, RTA will refrain from using state or local geographic preferences.

2.30 PROMPT PAYMENT

Payment shall be made 30 days from date of approved and accepted invoice unless changed in the contract agreement. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than five (5) days from the receipt of each payment the prime contractor receives from the RTA. The prime contractor further agrees to return retainage payment to each subcontractor within five (5) days after the subcontractor's work is satisfactorily completed and accepted by RTA, and all lien delay's under applicable laws have expired. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the RTA. This clause applies to both DBE and non-DBE subcontractors.

Identification of subcontractors: All prime contractors submitting offers in response to this Request For Proposals must provide the following information for All subcontractors whether the firm is identified as a Disadvantaged Business Enterprise or not. The required information is:

- (1) Firm Name
- (2) Firm Address
- (3) Firm's status as a DBE or non DBE
- (4) The age of the firm
- (5) The annual gross receipts of the firm

Additionally, each contract RTA enters into with a contractor (and each subcontract) the prime contractor signs with a subcontractor shall include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the RTA deems appropriate.

Further, each contract RTA enters into with a contractor (and each subcontract the prime contractor signs with a subcontractor shall include the following assurance:

The contractor, sub recipient or subcontractor shall make prompt payments for all satisfactory work performed under this agreement. The contractor shall within thirty (30) days of receipt of payment from RTA make all payments due subcontractors and suppliers. This requirement shall flow down to all levels including subcontractors making payments to sub subcontractors and suppliers, etc. Additionally, upon release of retainage(s) by RTA, Contractor shall in turn within thirty (30) days release retainage(s) it holds. The requirement for release of retainage(s) within thirty (30) days shall flow down to all subcontractors, etc.

performing under this contract. Contractor or any of its subcontractors, etc. may not delay or postpone payments or release of retainage without prior RTA written approval. RTA may delay, or withhold up to twenty-five percent of Contractor's payments, retainage, etc. if there is evidence that Contractor is not complying with any provision hereunder. RTA may withhold monies due Contractor until such time as Contractor by its actions or assurances has, to RTA satisfaction, proven that it will or has complied with all the requirements hereunder.

2.31 CONFIDENTIALITY

Contractor agrees that any and all information, in oral or written form, whether obtained from RTA, its agents or assigns, or other sources, or generated by Contractor pursuant to this contract shall not be used for any purpose other than fulfilling the requirements of this contract. Contractor further agrees to keep in absolute confidence all data relative to the business of RTA and RTA, their agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by Contractor without written approval of RTA.

2.32 DISPUTES

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Director of Procurement. The decision of the Director of Procurement shall be final and conclusive unless within [seven (7)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Vice President-RTA. In connection with any such appeal, the Contractor may be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Vice President-RTA shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute. Unless otherwise directed by RTA, Contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the RTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Louisiana.

Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the RTA, (its agents or assigns) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

2.33 OWNERSHIP OF DOCUMENTS

Any documents, drawings, specifications, reports or data generated by the Contractor in connection with this project shall become the sole property of the RTA, subject to any rights asserted by FTA of the U.S. Department of Transportation. The Contractor may retain copies of such items for its files. The Contractor shall not release any documents, reports or data from this project without prior written permission from the RTA.

2.34 STATE AND LOCAL LAW DISCLAIMER

The use of many of the Clauses herein are not governed by federal law, many of the clauses contained herein contain FTA suggested language in certain instances these clauses may be affected by State Law.

2.35 PARTICIPANT INFORMATION FORM

All participants and their subcontractors are required to submit a completely executed, Participant Information Form available on <http://www.norta.com>.

2.36 NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit is a required submittal. The necessary form is available on <http://www.norta.com>.

2.37 REGIONAL TRANSIT AUTHORITY GENERAL PROVISIONS

The Regional Transit Authority's General Provisions shall apply to this solicitation and resulting contract.

2.38 DISADVANTAGE BUSINESS ENTERPRISE (DBE)

It is the intent of the Regional Transit Authority (RTA) of New Orleans to create a level playing field on which Disadvantaged Business Enterprises (DBEs) can compete fairly for opportunities. Accordingly, the RTA participates in the State-Local DBE Program of the City of New Orleans for all solicitations that are not funded by the US Department of Transportation. **There is no DBE Goal established for this project.**

DBE firms are firms which have 51% ownership and control by socially and/or economically disadvantaged individuals. For this solicitation, RTA will accept certification of DBE firms the following government agencies:

- Regional Transit Authority – SBE Certification Program
- Louisiana Department of Transportation and Development – Louisiana Unified Certification Program (LAUCP) - <http://www.laucp.org/ucp/>
- City of New Orleans Office of Supplier Diversity -- SLDBE Certification Program – www.nola.gov

In compliance with the RTA's DBE Policy to be eligible for award of a contract, the contractor/prime bidder MUST either:

1. Meet the DBE goal as advertised with meaningful DBE participation through subcontracts, joint ventures, or suppliers; OR
2. Demonstrate Good Faith Efforts to meet the DBE goal.

All firms participating on RTA projects, including SBE, SLDBE, DBE and non-DBE firms MUST be documented on the Contract Participation and DBE Commitment Form 1 – Schedule A. This form must be submitted by the prime/bidder, must include all information requested and must be signed by an authorized signatory.

For each participating SBE, SLDBE and DBE firm, a DBE Participation Questionnaire Form 2 – Schedule B MUST be included and signed by an authorized signatory of the firm. The purpose of this form is to confirm that the SBE, SLDBE or DBE firm has committed to participating on the project and that both parties agree to the scope of work and price as designated on the Contract Participation and S/DBE Commitment Form 1.

The SBE, SLDBE and DBE firms proposed on this form are binding. Any substitutions or removals of SBE, SLDBE or DBE firms listed on these forms after submission of the bid must be requested through the formal process of contract amendment and be approved by the DBE Liaison Officer. The Contractor shall, no later than three (3) days from the award of a contract, execute formal contracts, agreements and/or purchase orders with the SBE and DBE firms included on the Contract Participation and S/DBE Commitment Form 1.

If the Prime Bidder has not attained the DBE goal established for the project, Documentation of Good Faith Efforts Form 3 – Schedule C MUST be submitted. The completed form along with all required supporting documentation must be furnished.

Should a bidder fail to comply with the submission of complete and accurate DBE Compliance Forms demonstrating attainment of the DBE Goal or Good Faith Efforts to attain the DBE goal, the bid shall be deemed non-responsive.

The DBE forms shall be submitted by the 2 apparent low bidders no later than 3 business days after the bid deadline.

The RTA shall have the authority to investigate allegations of discriminatory practices of bidder(s) who contract or seek to contract with the RTA.

Please direct all questions related to DBE compliance prior to submission of the solicitation to the RTA Disadvantaged Business Enterprise Liaison Officer.

III. FEDERAL PROVISIONS AND REQUIREMENTS

3.1 ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

- (1) RTA is a grantee of the FTA and as such in accordance with 49 C.F.R. 18.36(I), the Contractor agrees to provide the RTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- (2) Where the Purchaser is a State and is the RTA or a subgrantee of RTA in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including PMP Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- (3) Where the RTA enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, an hospital or other non-profit organization and is the FTA grantee or a subgrantee of the RTA in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the RTA, FTA Administrator, the Comptroller

General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

- (4) Where RTA or a subgrantee of the RTA in accordance with 49 U.S. C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S. C. 5302(a) 1) through other than competitive bidding, the Contractor shall make available records related to the contract to the RTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the RTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions thereto. Reference 49 CFR 18.39(i) (11).

3.2 BUY AMERICA

This Contract is subject to the Federal Transit Administration Buy America Requirements in 49 CFR 660. The bidder is required to submit a signed Buy America certification with the proposal. If the bidder takes exception to the Buy America requirements a certificate of non-compliance must be signed and submitted with the proposal as it applies to the RFP request. The necessary forms are available on <http://www.norta.com>. A waiver from the Buy America Provision may be sought by the RTA if grounds for the waiver exist. Section 165(a) of the Surface Transportation Act of 1982 permits FTA participation on this contract only if steel, and manufactured products used in the contract are produced in the United States.

3.3 PRE-AWARD AND POST-DELIVERY AUDITS

Federal funds may not be obligated unless steel, iron, and manufactured products used in the projects are produced in the United States, unless FTA has granted a waiver, or the product is subject to a general waiver. 49 U.S.C. Section (5323(j)/FAST Section 3011 domestic content percentage requirement for rolling stock for fiscal years 2018-2019 must have sixty-five percent domestic content and final assembly must take place in the United States. The Buy America Requirements, CFR Part 661.11(r), define final assembly as “the

creation of the end product from individual elements brought together for that purpose through application of manufacturing processes.”

3.4 CARGO PREFERENCE

The Contractor Agrees:

- a. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels;
- b. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590 and to the RTA (through the prime contractor in the case of subcontractor's bills-of-lading).
- c. To include these requirements in all subcontracts issued pursuant to this contract when the contract may involve the transportation of equipment, material or commodities by ocean vessel.

3.5 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the RTA and understands and agrees that the RTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- (3) The Contractor agrees to comply with applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the RTA and understands and agrees that the RTA will, in turn,

report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- (4) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

(5) **14 CFR § 1274.926 Clean Air-Water Pollution Control Acts.**

If this contract or supplement thereto is in excess of \$100,000, the Recipient agrees to notify the Agreement Officer promptly of the receipt, whether prior or subsequent to the Recipient's acceptance of this agreement, of any communication from the Director, Office of Federal Activities, Environmental Protection Agency (EPA), indicating that a facility to be utilized under or in the performance of this agreement or any subcontract thereunder is under consideration to be listed on the EPA "List of Violating Facilities" published pursuant to 40 CFR 15.20. By acceptance of agreement in excess of \$100,000, the Recipient

(a) Stipulates that any facility to be utilized thereunder is not listed on the EPA "List of Violating Facilities" as of the date of acceptance;

(b) Agrees to comply with all requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 1857et seq. as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251et seq. as amended by Public Law 92-500) relating to inspection, monitoring, entry, reports and information, and all other requirements specified in the aforementioned sections, as well as all regulations and guidelines issued thereunder after award of and applicable to the contract; and

(c) Agrees to include the criteria and requirements of this clause in every subcontract hereunder in excess of \$100,000, and to take such action as the Contracting or Grant Officer may direct to enforce such criteria and requirements.

3.6 CIVIL RIGHTS ACT

The following requirements apply to the underlying contract:

(1) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply

with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity

requirements of U. S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S. C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, disability or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S. C. § 12112, the Contractor agrees that it will comply with the requirements of U. S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act”, 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each Subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

3.7 DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the RTA to ensure that DBE's as defined in Part 26, have an equal opportunity to participate to receive and participate in DOT-assisted contracts. It is, also, our policy –

- (i) To ensure nondiscrimination in the award and administration of DOT assisted contracts;
- (ii) To create level playing field in which DBE's can compete fairly for DOT assisted contracts;
- (iii) To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- (iv) To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBE's;
- (v) To help remove barriers to the participation of DBE's in DOT assisted contracts;
- (vi) To assist the development of firms that can compete successfully in the market place outside the DBE program.

CONTRACTOR ASSURANCE. The contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

The **NORTA Small and Disadvantaged Business Enterprise Contract Compliance System** is powered by [B2Gnow](#) Software

Reporting requirements under the SBE and DBE programs are now simplified for vendors working on RTA projects with RTA's new Small and Disadvantaged Business Enterprise Contract Compliance System. Our new web-based software system is accessible to government compliance administrators, SBE's, DBE's, contractors and the public; and includes the following key features:

- Self-managed vendor accounts with unlimited users
- Communication with contractors via email, regarding compliance issues
- Online submission of contractor and supplier monthly Program Activity Reports, with automated tracking of DBE and SBE goals
- DBE and SBE firm online verification of payments
- Flexible reporting capabilities

*All RTA contract awarded vendors are required to register contract information including their subcontractor information into the B2GNOW database.

<https://norta.dbesystem.com>

3.8 EMPLOYEE PROTECTION

Construction Activities. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the following Federal laws and regulations providing protections for construction employees: (1) Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 et seq., pursuant to FTA enabling legislation requiring compliance with the Davis-Bacon Act at 49 U.S.C. § 5333(a), and implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5; (2) Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., specifically, the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5; and the safety requirements of section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926; and (3) Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874 and 40 U.S.C. § 3145, and implementing U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States,” 29 C.F.R. Part 3. b. Activities Not Involving Construction. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in FTA Master Agreement MA(17), 10-1-2010 58 particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5. c. Activities Involving Commerce. The Recipient agrees to comply with the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., to the extent that it applies to employees performing Project work involving commerce. d. Public Transportation Employee Protective Arrangements. If the Contract Agreement for the Project indicates that public transportation employee protective arrangements required by U.S. DOL apply to public transportation operations performed in connection with the Project, the Recipient agrees to comply with the following requirements:

(1) Standard Public Transportation Employee Protective Arrangements. To the extent that the Project involves public transportation operations and to the extent required by Federal law, the Recipient agrees to implement the Project in accordance with the terms

and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, “Section 5333(b), Federal Transit Law,” 29 C.F.R. Part 215, and any amendments thereto.

3.9 ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.).

3.10 FLY AMERICA

Contractor and all subcontractors at every tier shall comply with the requirements of 49 U.S.C. 40118 and 4 CFR Part 52. Specifically, whenever work under this agreement may involve international transportation of goods, equipment or personnel by air, only U.S. flag air carriers shall be utilized, to the extent service by these carriers is available. Additionally, Contractor and any subcontractors at every tier shall include this requirement in all subcontracts. Further, in every instance where Contractor or any subcontractor(s) cannot comply with the requirements herein, a certification, in proper form, stating the reasons for non-compliance shall accompany the request for reimbursement or payment.

3.11 GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Certification Regarding Debarment, Suspension, and other Responsibility Matters
- Lower Tier Covered Transactions (Third Party Contracts over \$100,000)

The following language and Debarment certificates (<http://www.norta.com>) must be completed and submitted as a prerequisite for consideration for award. This language and certification must also be included for all sub-contracts issued pursuant to any contract awarded hereunder.

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous

certification, in addition to other remedies available to the Federal Government, RTA may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to RTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “persons”, “lower tier covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29].
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by RTA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transaction.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available

to the Federal Government, RTA may pursue available remedies including suspension and/or Debarment.

3.12 RESTRICTIONS ON LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR parts 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the RTA. The necessary form is available on <http://www.norta.com>.

3.13 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The federal government shall not be subject to any obligations or liabilities to any third-party Contractor, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of this contract. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, subagreement, or third-party contract, the federal government continues to have no obligations or liabilities to any party, including the third-party Contractor.

3.14 PATENT AND RIGHTS IN DATA

These following requirements apply to each contract involving experimental, developmental or research work: 1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration. 2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added: a. Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either

released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. (1). Any subject data developed under that contract, whether or not a copyright has been obtained; and (2). Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part provided by FTA. c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects. d. Unless prohibited by state law, upon request by the Federal Government, the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government. e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent. f. Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Contractor identifies that data in writing at the time of delivery of the contract work. g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA. 3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state

government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), Contractor agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. 4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3.15 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS UPPER AND LOWER TIER TRANSACTIONS

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et. seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3.16 RECYCLED PRODUCTS

Recovered Materials. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247,

and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

3.17 SAFE OPERATION OF MOTOR VEHICLE

The Recipient agrees as follows: a. Seat Belt Use. In accordance with the provisions of Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any subagreements, leases, third party contracts, or other similar documents in connection with the Project. b. Distracted Driving, Including Text Messaging While Driving. In accordance with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, and DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, the Recipient is encouraged to comply with the terms of the following Special Provision: (1) Definitions. As used in this Special Provision: (a) “Driving” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. “Driving” does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary. (b) “Text Messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law. (2) Safety. The Recipient is encouraged to: (a) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving— (b) Recipient-owned or Recipient-rented vehicles or Government-owned, leased or rented vehicles; (c) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or (d) Any vehicle, on or off duty, and using an employer supplied electronic device. (3) Recipient Size. The Recipient is encouraged to conduct workplace safety initiatives in a manner commensurate with the Recipient’s size, such as: (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving. (4) Extension of Provision. The Recipient is encouraged to include this Special Provision in its subagreements with its subrecipients, its leases, and its third party contracts, and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

3.18 SUBSTANCE ABUSE REQUIREMENTS

To the extent applicable, the Recipient agrees to comply with the following Federal regulations and guidance: a. Drug-Free Workplace. U.S. OMB guidance, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 2 C.F.R. Part 182, and U.S. DOT regulations, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §§ 702 et seq., including any amendments to these U.S. DOT regulations when they are promulgated. b. Alcohol Misuse and Prohibited Drug Use. FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

3.19 TERMINATION

a. Termination for Convenience (General Provision) The RTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the RTA’s and/or the Government’s best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to RTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the RTA, the Contractor will account for the same, and dispose of it in the manner the RTA directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the RTA may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the RTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the RTA, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The RTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to RTA’s satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written

notice from RTA setting forth the nature of said breach or default, (RTA) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (RTA) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. Waiver of Remedies for any Breach. In the event that RTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by RTA shall not limit RTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

3.20 CONTRACT WORK HOURS AND SAFETY STANDARD ACT

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6). The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work" with a value greater than \$100,000. These nonconstruction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12) Flow down Requirements: Applies to third party contractors and sub-contractors. (1) Overtime requirements - No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section. (3) Withholding for unpaid wages and liquidated damages - NCTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. (4) Subcontracts - The Contractor or sub-contractor shall insert in any subcontracts the

clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (1) through (4) of this section.

IV. EVALUATION CRITERIA

4.1 ADMINISTRATIVE EVALUATION

Prior to the distribution of submittals to the Technical Evaluation Committee, the RTA shall perform an administrative evaluation of each submittal to determine completeness and responsiveness to this RFP.

4.2 EVALUATION CRITERIA

The following evaluation criteria will be used by the Technical Evaluation Committee. The criteria and the weighted values (in parentheses) to be used by the Technical Evaluation Committee in evaluating responses for the selection of a firm(s) to perform this service(s) are listed below:

The following criteria and scoring will be considered in evaluating the responses received.

- A) Overall Qualifications - Capability of team, professional competence and character of the team including relevance and substance of providing Drug and Alcohol testing services for the Regional Transit Authority. **(20 points)**
- B) Technical Qualifications - Description of your team's approach and capability to provide Drug and Alcohol testing services for the Regional Transit Authority. **(30 points)**
- C) Accomplishments - Prior experience and results on similar projects. **(20 points)**
- D) Proposed Start Date and Tentative Schedule – Capability to meet RTA's schedule and start date requirements, based on tentative schedule provided. **(10 points)**
- E) Price – Overall estimated costs for project term of one year. **(20 points)**

4.3 CONTRACT AWARD

(1) The RTA intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub-factors in the solicitation.

(2) The RTA may reject any or all proposals if such action is in the RTA's interest.

(3) The RTA may waive informalities and minor irregularities in proposals received.

(4) The RTA intends to evaluate proposals and award contracts without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The RTA reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The RTA reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The RTA reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the RTA's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the RTA.

(8) The RTA may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the RTA.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the RTA shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

RTA shall score and rank all proposals based upon the evaluation criteria contained herein. An interview and/or presentation may be required. Award of this contract shall be to a properly licensed, responsible offeror deemed the most qualified, for which fair and reasonable compensation can be determined.

PROPOSAL PRICING RESTRICTIONS

Any proposed overhead rate which exceeds 75% of approved categories (e.g., “labor”) shall be substantiated by a current audit performed by an independent Certified Public Accounting Firm. Any proposed overhead rate which exceeds 100% of the approved categories shall be substantiated by a current audit conducted by a federal or state agency. Labor rates for all individuals who may perform any work associated with this project shall be identified in the proposal. The individuals will be identified by name and job category. This requirement extends to all individuals whether classified as professional or non-professional. Any changes in labor rates and/or additions or changes to personnel providing work on this project must be pre-approved by RTA in writing.

4.4 OVERHEAD RATES

Contractor will be required to submit an audited overhead rate.

4.5 PLACE OF PERFORMANCE

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, _____ **intends**, _____ **does not intend** [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street
Address, City, State, County, ZIP
Code)

Name and Address of Owner and Operator of the
Plant or Facility if Other than Offeror or
Respondent

ATTACHMENT I

**SCOPE OF WORK
COLLECTION FACILITIES LIST
PRICING WORKSHEET
PROPOSED PROJECT SCHEDULE**

Attachment I provided as separate document on the ProcureWare website
<https://norta.procureware.com/home>.

ATTACHMENT II
SUPPLIER SUBMISSION CHECKLIST

The following items must also be submitted as noted in order to be considered responsive.

Letter of Interest*

Consultant Questionnaire Form*

Non-Collusion Affidavit*

Certificate on Primary Debarment *

Certificate Regarding Debarment– Lower Tier *

Certification of Restrictions on Lobbying *

Participant Information Form*

To be determine responsive all forms are due on the proposal submittal date.

INSTRUCTIONS FOR OBTAINING FORMS

Go to RTA's official web site at www.norta.com

Scroll down to the bottom of the page and click the link that says "How to Bid on Business with the RTA" then scroll down to Required Forms.

**PUBLIC NOTICE
REGIONAL TRANSIT AUTHORITY**

**DRUG AND ALCOHOL TESTING SERVICES
REQUEST FOR PROPOSALS (RFP) #2024-019**

Project Description: The Regional Transit Authority (RTA) invites qualified vendors to provide Drug and Alcohol Testing Services for the Regional Transit Authority per scope of work listed in RFP 2024-019.

How to Obtain a copy of the RFP: Scope of Work/Technical Specifications and further information concerning the RFP may be obtained beginning May 22, 2024 from the RTA's Procurement website at <https://norta.procurement.com/home>. You will be required to first register on this website. The RFP can also be obtained at Regional Transit Authority's website at <http://www.norta.com>

Responding to RFP: Proposals shall be submitted through RTA's Procurement website on or before 2:00 P.M., Thursday, June 20, 2024. Any questions or further information concerning this RFP may be submitted through <https://norta.procurement.com/home> beginning on May 22, 2024. Only written questions submitted through <https://norta.procurement.com/home> shall be considered official. All answers to questions shall be by formal addenda posted to the website under RFP #2024-019.

RTA in accordance with 49 Code of Federal Regulations (CFR) Part 26 has an obligation to ensure nondiscrimination of Disadvantaged Business Enterprises (DBEs) and to comply with all federal, state and local regulations relative to utilization of DBEs on publicly funded projects. The RTA is committed to utilization of DBEs on all federally funded projects toward attainment of the agency's established overall goal of 31%.

No goal has been established for this project.

Notice to all offerors is hereby provided that in accordance with all applicable federal, state and local laws the RTA will ensure that DBEs are afforded full opportunity to submit offers and responses to this solicitation and to participate in any contract consummated pursuant to this advertisement. Additionally, no offeror will be discriminated against on the basis of age, sex, race, color, religion, national origin, ethnicity or disability.

As such, award of the contract will be conditioned on meeting the requirements of the federal, state and local laws for Equal Opportunity including compliance with the policies of DBE Program.

The RTA reserves the right to accept or reject any and all submittals.

**Lona Hankins
Chief Executive Officer
Regional Transit Authority**

1.0 SCOPE OF DRUG AND ALCOHOL TESTING SERVICES.

The scope of this contract is limited to the establishment of a contract to provide Drug and Alcohol Testing Services for the Regional Transit Authority (RTA) as approved and recommended by the Board of Commissioners. Service Provider's proposals should address how your company would meet the following objectives including design and implementation of the following core services. The Service Provider must be the single point of contact for RTA regarding communications and invoicing, and all drug test results and other data developed by subcontractors must be sent to the Service Provider for entry into RTA's drug testing database and results reporting to RTA.

While RTA is flexible with respect to certain elements of its proposed relationship with the Drug and Alcohol Testing Services Provider, RTA has certain preferences for that relationship and has developed the following proposed model for that relationship.

1.1 Collections.

The Service Provider shall be responsible for providing all Drug and Alcohol Testing Services for RTA during the term of the Agreement. All Collections of Drug and Alcohol test samples shall be handled as follows:

- 1.1.1 The Service Provider shall provide/conduct the following types of collections in accordance with U.S. Department of Transportation (DOT) and Federal Transit Administration (FTA) requirements as applicable:
 - 1.1.1.1 Pre-Employment. Pre-Employment urine drug testing is required following a conditional offer of employment, for all safety-sensitive positions. Applicants will be notified of the testing requirement during the application process.
 - 1.1.1.2 Post-Accident. Post-accident drug test collections are required within thirty-two (32) hours after a vehicular accident; alcohol test collections within two (2) hours.
 - 1.1.1.3 Reasonable Suspicion. Reasonable suspicion tests are required immediately upon a supervisor making a determination that an employee may be under the influence of drugs and/or alcohol.
 - 1.1.1.4 Random. All employees that hold certain categories of jobs are subject to random testing regardless of shift. Employees are notified when to report for random test collection, which commonly will occur after hours.
 - 1.1.1.5 Post-Industrial Accident/Employee Injury (Non-DOT; RTA Policy). In addition to DOT/FTA post-accident testing requirements, RTA policy requires post-accident, "non-DOT" drug and alcohol tests in the event of work-related injuries/illnesses.
 - 1.1.1.6 Return to Duty (Follow-Up Testing) (RTA Policy)
- 1.1.2 RTA expects that collection sites will be available in multiple locations throughout the City of New Orleans and/or Orleans and Jefferson Parishes (herein collectively referred to as the New Orleans Metro Area). Service Providers should list all available collection sites for RTA's use for Drug and

Section 1

Scope of Services

Alcohol Testing Services within the New Orleans Metro Area on Required Form 1 – Collection Facility List.

- 1.1.3 From time to time, the Service Provider shall provide/conduct collections on RTA property and/or in RTA facilities on an as-requested basis.

- 1.1.3.1 Large Scale Testing. Service Providers shall be able to administer testing to large amounts of employees that may exceed 100 participants. All testing shall be completed, and the results reported to RTA before or on a date determined by RTA.

- 1.1.4 The Service Provider shall provide/conduct the following kinds of emergency and after-hours collections on an as-needed basis:

- 1.1.4.1 Post-Accident.

- 1.1.4.2 Reasonable Suspicion.

- 1.1.4.3 Random.

- 1.1.4.4 Post-Industrial Accident/Employee Injury (Non-DOT; RTA Policy)

Please provide the hours during which the Service Provider will be able to provide emergency and after-hours collections in Form 2 Pricing Worksheet.

- 1.1.5 The Service Provider shall have collection options for locations outside of the New Orleans Metro Area.

- 1.1.5.1 Service Provider may arrange for drug testing to occur at its own location or at a subcontractor's location for out-of-town testing.

- 1.1.5.2 Service Provider shall prepare a setup package for donors outside of New Orleans where neither the Service Provider nor its subcontractors maintain facilities to perform the testing. In the event that out of town testing is required, the Service Provider shall send a package including forms, collection site information, and directions to the donor. The vendor performing the drug testing in the out-of-town location will be required to report results back to the Service Provider (not RTA) and the Service Provider would provide the results to RTA. Similarly, all payments to the vendor performing a drug test at an out-of-town location would be made by the Service Provider directly to the vendor, and then invoiced back to RTA.

1.2 Track Results Data.

The Service Provider shall maintain and track all data related to RTA Employee Drug and Alcohol testing based on the specific requirements detailed below.

- 1.2.1 The Service provider shall maintain a database to track all drug and alcohol test results.

- 1.2.2 Provide database update process and specify how frequently the database will be updated.

- 1.2.3 The Service Provider shall provide designated RTA users with a Web-based

database interface to retrieve results.

- 1.2.4 The Service Provider shall electronically notify designated RTA representative(s) when new drug test results are available for employees no later than noon of the business day following the Service Provider's receipt of such results.
- 1.2.5 The Service Provider shall provide summary reports to the Designated Employer Representative (DER) or his/her designee, and individual reports to designated human resources representatives.
- 1.2.6 The Service Provider shall report any positive results to the DER or his/her designee, and designated human resources representatives by telephone within one (1) hour of Service Provider's receipt of positive test results.
- 1.2.7 The Service Provider shall provide the following monthly statistical reports to the DER.
 - 1.2.7.1 Number of employees tested by work location number and test type (e.g., random, post-accident, reasonable suspicion, etc.) with results type (positive and negative).
 - 1.2.7.2 Total number of positive results by work location number.

1.3 Random Testing Process.

The Service Provider shall conduct monthly computer-generated selection for all categories Federal Motor Carrier Safety Administration (FMCSA), FTA, and RTA safety sensitive) using employee number or similar identifier specified by RTA. The Service Provider shall be solely responsible for:

- Providing selection results to the DER;
- Providing selection results to Human Resources; and
- Maintaining selection records.

1.4 Medical Review Officer.

The Service Provider shall identify a Medical Review Officer ("MRO") to conduct the following tasks during the term of the Agreement:

- 1.4.1 Provide services of certified MRO in compliance with all applicable federal and state laws and regulations;
- 1.4.2 Provide analysis and protocol verification for the lab;
- 1.4.3 Interpret drug test results identified by the laboratory as non-negative;
- 1.4.4 Determine if non-negative drug test results indicate prescription medicine use or have other alternative medical explanations;
- 1.4.5 Review applicable forms for possible errors;
- 1.4.6 Provide litigation package regarding process, lab certification, and results when requested by RTA; and
- 1.4.7 Provide litigation testimony regarding process, lab certification, and results when requested by RTA.

1.5 MIS Reporting.

Section 1

Scope of Services

The Service Provider shall prepare and submit to the DER an annual Drug & Alcohol Management Information System (“MIS”) report for employees covered by FTA requirements. The format of the MIS is defined by the FTA. The MIS is a compilation of test data by category for tests that have been administered during a given year. The MIS reports the number of tests given, how many tests were positive, and the substance that resulted in each positive test.

1.6 Chain of Custody.

The Service Provider shall meet Chain Of Custody (“COC”) requirements as follows:

- 1.6.1 Create bar-coded COC materials for individual work locations;
- 1.6.2 Develop COC re-order procedures. Each RTA work location must be able to contact Service Provider to re-order COC materials, and the Service Provider must have a centralized process for accepting such orders; and
- 1.6.3 Develop procedure for instances when candidate shows up without COC materials.

1.7 Testing.

A sample of urine or blood, provided by the employee/applicant, is used to test for the presence of any of the following drugs or drug metabolites. Federal government regulations and the DOT testing guidelines mandate cutoffs for minimum quantity of drug or alcohol that must be detected in the initial test and also in the confirmation test. When the initial test results reach the minimum cutoff limit, a confirmation test is conducted using the cutoff limits established for the confirmation test. (See below) Cutoff limits are measured in nanograms per milliliter.

<u>DRUGS</u>	<u>SCREENING TEST</u>	<u>CONFIRMATION TEST</u>
(a) Amphetamines	500	250
(b) Barbiturates	300	200
(c) Benzodiazepines	300	200
(d) Cannabinoids	50	15
(e) Cocaine	150	100
(f) Methaqualone	300	200
(g) Opiates	2000	2000
(h) Phencyclidine	25	25
(i) Propoxyphene	300	200
(j) Other drugs which may be determined to reduce work efficiency as determined by RTA.		

1.8 Pricing.

RTA expects to establish a long-term relationship with its Drug and Alcohol Testing Service Provider in order to permit costs and fees to be distributed properly over a sufficient time period. For purposes of this RFP and the Service Provider’s Proposal, assume an initial term of two (2) year, with RTA having an option to renew for two (2) additional consecutive one (1) year terms thereafter.

Regardless of exceptions taken, Service Providers shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. Cost must be in United States dollars rounded to the nearest quarter of a dollar. A pricing worksheet is provided in Section 2, Form 2 to assist you.

Section 1
Scope of Services

Section 2
Required Forms – Form One

REQUIRED FORM 1 – COLLECTION FACILITIES LIST

NAME OF SUBCONTRACTOR PROVIDING TESTING LOCATION, IF APPLICABLE	ADDRESS	HOURS OF OPERATION

REQUIRED FORM 2 - PRICING WORKSHEET

Regardless of exceptions taken, Service Providers shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. Cost must be in United States dollars rounded to the nearest quarter of a dollar. **If there are additional costs associated with the Services, please add to this chart. Your Price Proposal must reflect all costs that RTA will be responsible for.**

<u>SERVICE</u>	<u>PRICE</u>
<u>Laboratory & Medical Review Fees:</u>	
• 5-Panel DOT Laboratory & Medical Review Fee	\$ ____/specimen
• 9-Panel Non-DOT Laboratory & Medical Review Fee	\$ ____/specimen
<u>Business Hours Collections:</u> (____ AM-____ PM Monday - Friday) [specify business hours/times]	
• Urine Collection at Company's Office(s) Located in New Orleans Metro Area as required in Scope of Services, Section 1, if any	\$ ____/collection
• Breath Alcohol Test at Company's Office(s) Located in New Orleans Metro Area	\$ ____/test
• Combined Urine Collection & Breath Alcohol Test at Company's Office(s) Located in New Orleans Metro Area, if any	\$ ____/both
• Urine Collection at Locations in New Orleans Metro Area Provided by Company's Subcontractors , if any	\$ ____/collection
• Breath Alcohol Test at Locations in New Orleans Metro Area Provided by Company's Subcontractors , if any	\$ ____/test
• Combined Urine Collection & Breath Alcohol Test at Locations in New Orleans Metro Area Provided by Company's Subcontractors , if any	\$ ____ for both
• Urine Collection at RTA Facility Located in City of New Orleans	\$ ____/collection
• Breath Alcohol Test at RTA Facility Located in City of New Orleans	\$ ____/test
• Combined Urine Collection & Breath Alcohol Test at RTA Facility Located in City of New Orleans	\$ ____/both
<u>After Hours Collections:</u> ____ PM-____ AM Monday – Friday ____ AM-____ PM Saturday ____ AM-____ PM Sunday ____ AM-____ PM Holidays [please specify hours available]	
• Urine Collection at Company's Office(s) Located in New Orleans Metro Area, if any	\$ ____/collection
• Breath Alcohol Test at Company's Office(s) Located in New Orleans Metro Area, if any	\$ ____/test
• Combined Urine Collection & Breath Alcohol Test at Company's Office(s) Located in New Orleans Metro Area, if any	\$ ____ for both
• Urine Collection at Locations in New Orleans Metro Area Provided by Company's Subcontractors , if any	\$ ____/collection
• Breath Alcohol Test at Locations in New Orleans Metro Area Provided by Company's Subcontractors , if any	\$ ____/test

<u>SERVICE</u>	<u>PRICE</u>
• Combined Urine Collection & Breath Alcohol Test at Locations in New Orleans Metro Area Provided by Company's Subcontractors , if any	\$ ____/both
• After Hours Response Fee	\$ ____/call
• Wait Time (for each additional hour past first hour)	\$ ____/donor
<u>Out-of-Town Drug Testing</u> (to be performed at the request of RTA Department seeking to have drug testing performed at a location outside New Orleans Metro Area)	
• Drug Testing at Company's Facilities in Out-of-Town Location, if any	\$ ____/test
• Drug Testing at Company's Subcontractor's Facilities in Out-of-Town Location	\$ ____/test
• Setup package for applicants outside of New Orleans in which neither the Company nor its Subcontractors Perform the Testing (includes sending a package with forms, collection site info and directions to the applicants). Reporting and invoicing to RTA to be performed by the Service Provider.	\$ ____/setup
<u>Additional Pricing:</u>	
• Onsite Set-Up Fee for Urine Testing at RTA Facility Located in City of New Orleans	\$ ____/location
• Wait Time at City Facility (for each additional hour past first hour)	\$ ____/donor
• Expanded Panel for Reasonable Cause Testing	\$ ____/each
• Litigation Package	\$ ____/package
• Provide testimony regarding process, lab certification, and results	\$ ____/hour
<u>Random Selections:</u> Conduct monthly computer-generated selection for all categories (FMCSA, FTA, RTA safety sensitive). Provide selection results to RTA DER or his designee.	\$ ____/monthly selection
<u>Please List any Additional Proposed Services and/or Charges:</u>	
	\$ ____
	\$ ____
	\$ ____
	\$ ____

Please indicate if the above prices include the following:

(check yes or no):

Courier Service to Laboratory

Reporting, including IVR Access to Results

Results Database Maintenance and RTA Access to Same

Chain-of-custody Form and Kit

Chain-of-custody Handling by Laboratory Personnel

YES NO

____ ____ [\$____/Each]

____ ____ [\$____/Each]

____ ____ [\$____]

____ ____ [\$____/Each]

____ ____ [\$____/Each]

PROCUREMENT SUMMARY-RFP 2024-019

REQUIREMENTS

A Solicit Request Routing Sheet for Drug and Alcohol Testing Services with attached scope of work was received by Procurement from Executive Office on May 22, 2024.

There was no DBE goal for this solicitation.

SOLICITATION

Request for Proposal (RFP) No. 2024-019 Public Notice was published in The Advocate. The Public Notice and the RFP 2024-019 was posted on the RTA website beginning 5/22/2024. The RFP submittal deadline was 6/20/2024 at 2:00pm.

RFP SUBMITTAL

Submittal deadline was on 6/20/2024 at 2:00pm. Shaun Temple handled the receipt of all submissions received. Seven (7) proposals were received. All were responsive having all required documents submitted. Submittal Log attached to Summary.

DETERMINATION

Seven (7) responsive Proposals were received.

SUBMITTAL ANALYSIS

Respondents

Innovative Risk Management Services
Tulane Drug Analysis Lab d/b/a Toxiocology
RN Expertise Inc.
Pharmatech Inc.
DSI Medical Services Inc.
Statcare Urgent & Walkin Medical Care
On-Site Samples

Required Forms

ALL SUBMITTED
ALL SUBMITTED
ALL SUBMITTED
ALL SUBMITTED
ALL SUBMITTED
ALL SUBMITTED
ALL SUBMITTED

SUMMARY

An Administrative Review was prepared by Shaun Temple.

The Technical Evaluation Committee meeting was held on _June 20, 2024 at 2:00 am in the RTA Board Room.

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

Mike Smith
Joy Palmer
Alger Pennaman
Non-voting member Shalome Jenkins

The Technical Evaluation Committee scoring was as follows:

Innovative Risk Management Services	249
Tulane Drug Analysis Laboratory d/b/a Toxicology & amp: Drug Analysis Laboratory	244
RN Expertise Inc.	192
Phamatech, Inc.	193
Statcare Urgent & Walkin Medical Care	188
DSI Medical Services Inc.	142
On Site Samples	119

Innovative Risk Management Services was the highest scoring firm.

Innovative Risk Management Services recommended for award as their price was determined to be fair and reasonable when compared to other firms providing the same service.

**Regional Transit Authority
Administrative Review Form**

Project Name: Drug and Alcohol Testing Services

Type of Solicitation: RFP 2024-019

DBE Participation Goal: 0%

Number of Respondents: 7

Prime, Primary Contact and Phone Number	DBE and Non-DBE Subconsultants	DBE Commitment Percentage	Price (RFP and ITB ONLY)
Prime Firm: Innovative Risk Management Services 504-309-2104 504-309-2206 Fax	NONE	N/A	Y
Prime Firm: Tulane Drug Analysis Lab d/b/a Toxicology 504-333-6163 504-333-6164 Fax	NONE	N/A	Y
Prime Firm: RN Expertise Inc. 407-321-8611 407-321-6166 Fax	NONE	N/A	Y
Prime Firm: Pharmatech Inc. 858-643-5555 858-635-5843 Fax	NONE	N/A	Y
Prime Firm: DSI Medical Services Inc. 800-770-0531 ext. 1729	NONE	N/A	Y
Prime Firm: Statcare Urgent & Walk-in Medical Care 516-695-7493 516-938-1554 Fax	NONE	N/A	Y
On-Site Samples 877-302-4700 855-509-1167 Fax	NONE	N/A	Y

*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	Participant Info	Consultant Questionnaire	Addenda
Innovative Risk Management Services	Y	Y	Y	Y	Y	Y	Y	Y

Tulane Drug Analysis Lab d/b/a Toxicology	Y	Y	Y	Y	Y	Y	Y	Y
RN Expertise Inc.	Y	Y	Y	Y	Y	Y	Y	Y
Pharmatech Inc.	Y	Y	Y	Y	Y	Y	Y	Y
DSI Medical Services Inc.	Y	Y	Y	Y	Y	Y	Y	Y
Statcare Urgent & Walk-in Medical Care	Y	Y	Y	Y	Y	Y	Y	Y
On-Site Samples	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
Innovative Risk Management Services	N/A	N/A	Y	Y	Y	Y	29 Yrs.	Y	N/A
Tulane Drug Analysis Lab d/b/a Toxicology	N/A	N/A	Y	Y	Y	Y	20 Yrs.	Y	N/A
RN Expertise Inc.	N/A	N/A	Y	Y	Y	Y	31 Yrs.	Y	N/A
Pharmaech Inc.	N/A	N/A	Y	N	Y	Y	30 + Yrs.	Y	N/A
DSI Medical Services Inc.	N/A	N/A	Y	N	Y	Y	33 + Yrs.	Y	N/A
Statcare Urgent & Walk-in Medical Care	N/A	N/A	Y	N	Y	Y	13 Yrs.	Y	N/A
On-Site Samples	N/A	N/A	Y	Y	Y	N	6 months	N	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: Innovative Risk Management Services

Certified by: Name and Title Shaun Temple

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/Number: Drug and Alcohol Testing Services

Date of Estimate: 8/15/2025

Description of Goods/Services: RTA Drug and Alcohol Program Testing

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

Method of Obtaining Estimate:

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 \$ 155,000

The preceding independent cost estimate was prepared by:

Shalome Jenkins

Name

Signature

The Drug and Alcohol Department is formally requesting the approval process which is to satisfy the balance of our current initial 2-year contract. The first year of the contract was valued at \$95,000, and we are requesting the remanding balance of 155,000 to solidify our initial 2-year contract in which we are still in.

This request also includes an increase to our budget allocation for FTA Drug and Alcohol Testing due to both fluctuations in testing needs and increased service rates. Throughout the year, testing volumes and associated costs can vary significantly based on operational incidents, staffing changes, and regulatory compliance requirements. These factors include:

- Post-Accident Tests (daytime and after-hours rates)
- Reinstatement testing
- 90-Day Return to Work drug tests
- New Hire DOT and Non-DOT drug tests
- Over 500 Random Tests annually (daytime and after-hours)
- Wait Time Fees
- Reasonable Suspicion Tests (daytime and after-hours)
- Follow-Up Tests (per SAP recommendations)
- Retesting Negative Dilute results
- Quarterly Statistical Pulls for compliance tracking
- Yearly FTA Audit Support
- Yearly MIS Audit Reports

The original pricing, established in prior years, no longer reflects current market rates. In addition, the unpredictable nature of certain events—such as post-accident or after-hours testing—can significantly impact monthly invoices, making it difficult to accurately forecast annual totals.

To maintain compliance with FTA regulations and ensure the integrity of our federally mandated Drug and Alcohol Program, we must have sufficient funding to accommodate these variances. Therefore, I am requesting the allocation of additional funds, with the understanding that final costs will depend on the number of incidents and compliance events that occur during each year of the extended contract.

Thank you for your consideration and continued support of our compliance obligations.



Regional Transit Authority Change Order Routing Sheet

INSTRUCTION: The user department is responsible for providing the information requested below (all parts), securing the requisite signatures, attaching a justification for the change order, and providing a responsibility determination, with pertinent contact information.

Date Created	August 7, 2025
Change Order ID	385

A. Department Representative to participate in procurement process.

Name: JENKINS, SHALOME
Title: DRUG & ALCOHOL COORDINATOR
Ext: 8375

B. Contract Information:

Contract Number	RFP 2024019
PO Number	RTAP_00827
Contract Title	Drug and Alcohol Testing Services

Contract-History:

Original Award Value	95000
Previously Executed Change Order Value	
Adjusted Contract Value	95000
Current Change Order Value	155000
Revised Contract Value	250000

C. Justification of Change Order

The Drug and Alcohol Department is formally requesting the approval process which is to satisfy the balance of our current initial 2-year contract. The first year of the contract was valued at \$95,000, and we are requesting the remanding balance of 155,000 to solidify our initial 2-year contract in which we are still in.

This request also includes an increase to our budget allocation for FTA Drug and Alcohol Testing due to both fluctuations in testing needs and increased service rates. Throughout the year, testing volumes and associated costs can vary significantly based on operational incidents, staffing changes, and regulatory compliance requirements. These factors include:

Post-Accident Tests (daytime and after-hours rates)

Reinstatement testing

90-Day Return to Work drug tests

New Hire DOT and Non-DOT drug tests



Over 500 Random Tests annually (daytime and after-hours)

Wait Time Fees

Reasonable Suspicion Tests (daytime and after-hours)

Follow-Up Tests (per SAP recommendations)

Retesting for Negative Dilute results

Quarterly Statistical Pulls for compliance tracking

Yearly FTA Audit Support

Yearly MIS Audit Reports

The original pricing, established in prior years, no longer reflects current market rates. In addition, the unpredictable nature of certain events—such as post-accident or after-hours testing—can significantly impact monthly invoices, making it difficult to accurately forecast annual totals.

To maintain compliance with FTA regulations and ensure the integrity of our federally mandated Drug and Alcohol Program, we must have sufficient funding to accommodate these variances. Therefore, I am requesting the allocation of additional funds, with the understanding that final costs will depend on the number of incidents and compliance events that occur during each year of the extended contract.

D. Type of Change Request: Administrative

E. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant?	
Are there any amendments pending?	
If yes see explanation (attachments are in the SharePoint folder for this request)	

Director of Grants/ Federal Compliance:

Signature:

Date:

F. Safety, Security, And Emergency Management: Include Standard Safety Provisions Only:

Additional Safety Requirements Attached: false

Chief: Michael J Smith

Signature: *Michael J Smith*

Date: August 29 2025

Risk Management:



Include Standard Insurance Provisions Only?	No
Include Additional Insurance Requirements Attached ?	false

Risk Management Analyst: **Marc L Popkin**

Signature: *Marc L Popkin*

Date: **August 29 2025**

G. Funding Source:

Independent Cost Estimate (ICE): **\$250,000.00**

Projected Total Cost: **\$250,000.00**

Funding Type: **Local**

Federal Funding	State	Local	Other
		\$250,000.00	
Projected Fed Cost	State	Local	Other
		\$250,000.00	

FTA Grant IDs	Budget Codes
	01-7700-02-7110-167-00-00-00000-00000

Capital Project Approval if required signature ID#:

Dir Capital Projects:

Signature:

Date:

Budget Analyst: **Erin Ghalayini**

Signature: *Erin Ghalayini*

Date: **August 29 2025**

H. Prime firm's DBE/SLDBE Commitment (NOTE: The Prime Firm must be notified by the Project Manager that the DBE

Commitment percentage applies to the Total Contract Value after all amendments and change orders.):

DBE % Goal	0
SLDBE % Goal	0
SBE % Goal	100

Director of Small Business Development: **Adonis C Expose**

Signature: *Adonis C Expose*

Date: **August 29 2025**



DBE/EEO Compliance Manager **Adonis C Expose**

Signature: *Adonis C Expose*

Date: **August 29 2025**

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

Department Head: **Michael J Smith**

Signature: *Michael J Smith*

Date: **August 28 2025**

Chief: **Michael J Smith**

Signature: *Michael J Smith*

Date: **August 29 2025**

Director of Procurement: **Ronald Gerard Baptiste**

Signature: *Ronald Gerard Baptiste*

Date: **September 02 2025**

Required if Total Cost above \$15K

Chief Financial Officer: **Gizelle Johnson Banks**

Signature: *Gizelle Johnson Banks*

Date: **September 04 2025**

Required if Total Cost above \$50K

Chief Executive Officer: **Lona Edwards Hankins**

Signature: *Lona Edwards Hankins*

Date: **9/4/2025 7:00 PM**