

2817 Canal Street New Orleans, LA 70119

# New Orleans Regional Transit Authority Board of Commissioners

# Meeting Agenda - Final

Tuesday, April 22, 2025	10:00 AM	RTA Board Room
The New Orleans Regional Tr with La. R.S. 42:17.1 (A)(2)(a	• • • •	by declares that, in accordance in person on Tuesday, April

with La. R.S. 42:17.1 (A)(2)(a)-(c), a meeting will be held in person on Tuesday, April 22, 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 from 03.25.25]

## 4. Reports

- A. RTA Chairman's Report
- B. Operations & Administration Committee Chairman's Report
- C. Finance Committee Chairman's Report

25-049

- 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 5. Consent Agenda Pest Control Services 25-033 FY 2025 Trapeze Software Support 25-040 Carrollton Wheel Press Upgrade <u>25-042</u> 6. Ratification Authorize to ratify contract award to Ron Turley Fleet Management 25-041 System 7. New Business (UNANIMOUS VOTE REQUIRED TO CONSIDER) 8. Audience Questions and Comments 9. Executive Session (2/3RDS VOTE TO Consider) A. Inez Billizone v. Sedra C. Walker, et al – CDC No.: 2022-11219
  - B. Ratib Alkhawaldeh v. Transdev Services INC CDC No.: 2020-955
  - C. BRC Construction Group, LLC v. RTA CDC No.: 2024-03335

## 10. Adjournment

[04.22.25 Board Meeting PowerPoint]

<u>25-053</u>



Board Report and Staff Summary

File #: 25-049

**Board of Commissioners** 

[Board Meeting minutes from 03.25.25]

3



# New Orleans Regional Transit Authority Board of Commissioners

## **Meeting Minutes**

Tuesday, March 25, 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, March 25, 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.

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## 1. Call to Order

## 2. Roll Call

**Commissioners Present**: Commissioner Colin, Commissioner Daniels, Commissioner Guidry, Commissioner Neal, Commissioner Moore, Commissioner Sams and Commissioner Walton

## 3. Consideration of Meeting Minutes

25-038

[Board meeting minutes from 02.25.25]

Commissioner Daniels moved and Commissioner Walton seconded to approve the Board Meeting Minutes of February 25, 2025. The motion was approved unanimously.

approved

Enactment No: N/A

## 4. Reports

A. RTA Chairman's Report

Commissioner Neal thanked everyone who rode the system during Mardi Gras.

B. Operations & Administration Committee Chairman's Report

No Report.

C. Finance Committee Chairman's Report

No Report.

D. RTA General Counsel's Report

No Report.

#### E. RTA Chief Executive Officer's Report

The monthly Chief Executive Officer's Report was given and can be found in the PowerPoint Presentation for the Board Meeting.

Employees of the Month - February 2025 Errol Broussard - Streetcar John Celius - Mechanic

The CEO reported that staff were given lunch for National Transit Employee Appreciation Day. People were using the new shelters that were being put up around the city. The RTA was acknowledged in City Business as being one of the top 10 Construction Programs in the City of New Orleans and the Louisianan Landmark Society gave the RTA an award for Excellence in Historic Preservation for the Napoleon Facility. Also, the RTA will do Free Fare Rides for this Saturday Election.

The CEO was staying on top of everything that was happening in Washington, DC regarding Transportation Funding and Local Funding that can affect the Ferry Funding.

Commissioner Neal stated that the shelters are the type of riders' amenities that the RTA are making for the riders. In response to a question from Commissioner Sams, the CEO stated that the RTA does not have "Adopt A Shelter Program". Commissioner Sams stated that this would be a way to get the community involved.

In response to budget question from Commissioner Guidry, according to the CEO, the RTA lacks the funds to provide COLA for administrative employees, and the budget for COLA was intended for the Union rather than for administrative staff. The CFO and the CEO made the decision not to give administrative staff a COLA. The CEO stated that this was communicated to staff in March that there would be no COLA. Commissioner Moore stated that staff need to make public transportation welcoming when they are considering COLA.

Commissioner Guidry gave the CEO a list of shelters located in New Orleans East that are no longer being used by the riders because the bus routes have been changed.

## F. Chief Transit Officer's Report

The monthly Chief Transit Officer's Report was given and can be found in the PowerPoint Presentation for the Board Meeting.

G. RTA Chief Financial Officer's Report

The monthly Chief Financial Officer's Report was given and can be found in the PowerPoint Presentation for the Board Meeting.

Commissioner Moore requested that the fare box recovery rate be included in the monthly reports for each route.

The CEO stated that the RTA was updating old software which would improve the RTA efficiencies. This information will be discussed at the Board Retreat when she gives a report on the Work Plan.

## 5. Informational Report - Annual Fare Report

2024 Annual Fare Report

<u>25-025</u>

The 2024 Annual Fare Report was presented and can be found in the PowerPoint Presentation for the Board Meeting.

Commissioner Neal stated that the New York Transit System was stopping the use of the Metro Card. They are going to start using the tap and pay method. Staff need to research the best ways that the passengers can pay to ride the system. Commissioner Moore stated that the RTA needs to partner with a lot of organizations to educate the community on the different financial ways to use to ride the system.

Commissioner Guidry stated that the RTA need to consider a different Fare for the Airport Express Bus, the CEO stated that staff was considering the fare change during the September pick.

Commissioner Guidry had an issue with the 24-hour bus pass being passed to different passengers but Commissioner Moore believed riders were not taking advantage of that pass. A consultant will be hired to look at the fare structure of the RTA.

Commissioner Daniels would like to know at the next Board Meeting what the RTA's authority was when it came to increasing fares. The CEO stated that the City Council has the right to approve all RTA fare increases.

The Jazzy Pass can be marketed to show the best benefit for each purchase. Commissioner Moore stated that people below the poverty level will only purchase the one-day pass and the RTA needs to think of all people when changing fares. The RTA needs to take care of all riders and when the ride experience changes the revenue will change.

Enactment No: INFORMATIONAL

#### 6. Consent Agenda

Commissioner Sams moved and Commissioner Colin seconded to adopt the Consent Agenda. Resolution No. 25-014 was adopted unanimously.

adopted

Purchase of Canal and Riverfront Streetcar Tires

Commissioner Sams moved and Commissioner Colin seconded to adopt the Purchase of Canal and Riverfront Streetcar Tires. Resolution No. 25-015 was adopted unanimously.

Enactment No: 25-015

Change Order Request- Carr, Riggs, & Ingram Contract (RFQ2019-021)

Commissioner Sams moved and Commissioner Colin seconded to adopt the Change Order Request for Carr, Riggs, & Ingram. Resolution No. 25-016 was adopted unanimously.

Enactment No: 25-016

**Outside Counsel Legal Services** 

Commissioner Sams moved and Commissioner Colin seconded to adopt Outside Counsel Legal Services. Resolution No. 25-017 was adopted unanimously.

Enactment No: 25-017

5-Year Capital Investment Program 2025-2029

Commissioner Sams moved and Commissioner Colin seconded to adopt the 5-Year Capital Investment Program 2025-2029. Resolution No. 25-018 was adopted unanimously.

Enactment No: 25-018

RTA Insurance Brokerage Services for Property and Casualty 25-028 Coverages

Commissioner Sams moved and Commissioner Colin seconded to adopt the RTA Insurance Brokerage Services for Property and Casualty Coverage. Resolution No. 20-019 was adopted unanimously.

Enactment No: 25-019

## 25-024

25-023

25-027

8

## 7. New Business (UNANIMOUS VOTE REQUIRED TO CONSIDER)

Commissioner Daniels moved and Commissioner Moore seconded to add the following items to the agenda. the motion was approved unanimously.

A. CEA with GNO, Inc. for Shelter Improvement Funding

Commissioner Moore moved and Commissioner Sams seconded to ratify the CEA with GNO, Inc. for Shelter Improvement Funding. Resolution No. 25-020 was adopted unanimously.

B. First Amendment to the Cooperative Endeavor Agreement between the Parish of Jefferson and Regional Transit Authority for the use of the Wilty Terminal

Commissioner Daniels moved and Commissioner Colin seconded to adopt the First Amendment to the CEA between the Parish of Jefferson and RTA for the use of the Wilty Terminal.

approved

## 8. Audience Questions and Comments

Alan Drake stated that the majority of the Sales Tax comes from New Orleans, the RTA gets 1% of that Sales Tax. When you order online from certain vendors a Sales Tax is being charge to the customers the RTA was not collecting that 1% Sales Tax. Also, the fareboxes on the vehicles has been broken and the RTA was missing out on revenue.

Shirani Jayasuriya - Ride - Challenged the RTA to Ride the vehicles so that they can understand what the riders experience when riding transit.

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

None.

adjourned



New Orleans Regional Transit Authority

Board Report and Staff Summary

File #: 25-033	Board of Commissioners	
Pest Control Services		
DESCRIPTION: Contract/F Service Inc.	Purchase Order to Al's Pest Control	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: 🛛 Approval 🛛 Review Comment 🗆 Information Only 🛛 Other		

### RECOMMENDATION:

To authorize the Chief Executive Officer to award a four-year contract to the successful bidder Al's Pest Control Service Inc. regarding IFB No.2025-006 for pest control services in the amount not exceeding \$178,568.00.

#### ISSUE/BACKGROUND:

The agency's pest control contract expired in October 2024, and since then, pest control services have been provided on a month-to-month basis by AI's Pest Control Service Inc. As the current arrangement is temporary, the Agency now requires a formal contract to ensure ongoing pest control services for its facilities, buses and streetcars. To address this need, the Agency issued a solicitation request through IFB 2025-006.

#### DISCUSSION:

Al's Pest Control Service Inc. is the successful bidder to properly provide pest control services at all RTA property locations. The Regional Transit Authority (RTA) requested proposals from qualified contractors to provide pest control services, including all supervision, labor, materials, and equipment necessary, and pesticide application components at each of its locations: Napoleon Facilities, Canal Street Facility, East New Orleans Facility and Carrollton Facility. These services will also cover the agency's fleets of buses, and streetcars.

#### FINANCIAL IMPACT:

This multi-year contract will be in the amount of \$178,568.00 through account code 01-2843-99-7610 -124-89-00-00000-00000 (\$44,642.00 yearly) based on Pest Control Services IFB Number 2025-006.

#### NEXT STEPS:

Upon RTA Board approval, staff will issue a notice to proceed with Al's Pest Control Service Inc. and initiate the services.

#### ATTACHMENTS:

1. Board Resolution

## File #: 25-033

- 2. Bid Summary IFB 2025-006
- 3. Unit Price Form
- 4. Scope of Work
- 5. Cost Estimate

Prepared By:	Shirelle LaMothe-Lodge
Title:	Facility Manager

Reviewed By:Ryan MoserTitle:Chief Asset Management Officer

Reviewed By: Title: Gizelle Banks Chief Financial Officer

Rona durand Handand

Lona Edwards Hankins Chief Executive Officer

3/24/2025

Date



RESOLUTION NO.

FILE ID NO. 25-045

STATE OF LOUISIANA

PARISH OF ORLEANS

## AUTHORIZATION TO AWARD A CONTRACT TO AL'S PEST CONTROL SERVICE INC. FOR PEST CONTROL SERVICES

Introduced by Commissioner \_\_\_\_\_, seconded by Commissioner

WHEREAS, the Chief Executive Officer of the RTA has the need to award a contract to Al's Pest Control Service Inc. for pest control services; and

WHEREAS, the agency recognizes the importance of maintaining a clean, safe, and hygienic environment for the well-being of employees, customers, and visitors; and

WHEREAS, the agency has determined that pest control services are necessary to address and prevent any potential pest-related issues within the premises of the RTA facilities; and

**WHEREAS,** in response to the Invitation to Bid (IFB 2025-006), Al's Pest Control Service Inc. was identified as a reasonable and responsive bidder, providing all required documentation; and



**RESOLUTION NO.** 

Page 2

WHEREAS, funding for the contract is made available through account code 01-2843-99-7610-127-89-00-00000-00000, with a total cost not to exceed ONE HUNDRED SEVENTY-EIGHT THOUSAND FIVE HUNDRED SIXTY-EIGHT DOLLARS (\$178,568.00) for a total of 4 years; 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 award a 4year contract to Al's Pest Control Service Inc. for pest control services.

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

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: _	
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AND THE RESOLUTION WAS ADOPTED ON THE Choose an item. DAY OF APRIL, 2025.

FRED A. NEAL, JR.

## CHAIRMAN

## **RTA BOARD OF COMMISSIONERS**



## **Regional Transit Authority**

2817 Canal Street New Orleans, LA 70119-6301 504.827.8300 www.norta.com

#### PROCUREMENT SUMMARY - IFB 2025-006

#### REQUIREMENTS

Approval of the Board is required for this solicitation for Pest Control Services. There was no DBE goal established for this solicitation per the RTA Routing Sheet.

#### **Procurement Policy:**

The Independent Cost Estimate for this procurement is \$186,447.00, which exceeds the Small Purchase threshold of \$25,000.00 therefore in compliance with the Regional Transit Authority of New Orleans Procurement Policies and Procedures Manual, Section VII.B. This procurement shall be conducted through formal advertising (competitive means).

#### **Procurement Method:**

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

#### SOLICITATION

Invitation for Bids (IFB) No. 2025-006 Public Notice was published in The Advocate, RTA's website, & RTA's Procureware site. The Public Notice and the IFB 2025-006 bid documents were posted on the RTA website beginning 1/16/2025. The IFB submittal deadline was 2/24/2025 at 1:00pm.

#### **IFB SUBMITTAL**

Bid Opening was held on February 24, 2025, at 1:00pm.

Required documents included: Unit Price Form, Certificate on Primary Debarment, Buy America Certificate for Compliance or Buy America Certificate for Non-Compliance, Non-Collusion Affidavit, Certificate Regarding Debarment (Lower Tier), Certification of Restrictions on Lobbying, and Participant Information Form.

#### **DETERMINATION**

There were two (2) bids received, and both were determined reasonable and responsive and provided all required documentation.

#### SUBMITTAL ANALYSIS

<u>Respondents</u> Maxx Pro Pest Solutions Al's Pest Control Service Inc. <u>Pricing</u> \$75,610.00 (4 years = \$298,440.00) \$44,642.00 (4 years = \$178,568.00)

Prices are determined to be fair and reasonable based on competition.

#### **SUMMARY**

Based on the information above, the bids received were prepared and sent to the Procurement Department for further review. The requesting department wishes to proceed with the lowest reasonable and responsive bidder, Al's Pest Control Service Inc., for this bid, IFB 2025-006.

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

Procurement department: Recommend award be made to the lowest responsive/responsible bidder, Al's Pest Control Service Inc.

Recommendation submitted to April 2025 Board of Commissioners for approval. **Board approval** required.



# **UNIT PRICE FORM**

SOLICITATION NUMBER: <u>2025-006</u> DESCRIPTION: <u>Pest Control</u> OPEN DATE: <u>1/16/2025</u> DUE DATE: <u>2/16/2025</u>

LINE	ITEM DESCRIPION		QTY	UNIT COST	TOTAL COST (annual rate)
1	Termite & Pest Control Services at the following locations:1.419 Napoleon Avenue, New Orleans, LA, 70115 (Warehouse)2.403 Napoleon Avenue, New Orleans, LA, 70115 (Warehouse)3.2817 Canal St. (Administrative Office & Streetcar Barn)4.3900/3901 Desire Parkway, New Orleans, LA 70126 (Garage & Administrative Offices)5.8201 Willow Street, New Orleans, LA 70118 (Streetcar Shop)	Biweekly	26		
2	Public Transportation Vehicles:         *Numbers below are subject to change         1. One-hundred eighteen (118) standard buses         2. Eighty-four (84) supported vehicles (SUV's Pickup Trucks, etc.)         3. Sixty-one (61) Para-Transit vehicles (Disability Accessible Vans)	Biweekly	26		

TOTAL BASE BID:

## 1.1 SCOPE

The Regional Transit Authority of New Orleans (RTA) is seeking qualified vendors to provide Pest Control Services on a bi-weekly basis. The selected Contractor shall provide pest control services for general pests, rodents, termites, etc. for facilities and public transportation vehicles. The contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the surveillance, trapping, and pesticide application components. The contractor shall provide detailed, site specific recommendations for modifications necessary to achieve pest prevention. Requested services shall be performed at the following locations:

1. Napoleon Facility a. 419 Napoleon Ave. New Orleans, LA 70115

b. 403 Napoleon Ave. New Orleans, LA 70115

2. Canal Steet Facility a. 2817 Canal St. New Orleans, LA 70119

3. East New Orleans (ENO) Facility a. 3900 – 3938 Desire Pkwy. New Orleans, LA 70126 (Garage & Administrative Building)

4. Carrollton Facility a. 8201 Willow St. New Orleans, LA 70118

The contractor shall provide comprehensive pest control services, including, but not limited to:

Inspection:

• Monthly inspections of all areas (classrooms, kitchens, storage, offices, playgrounds, and other facilities) to identify and address any signs of pest activity.

Treatment:

•Implement appropriate, eco-friendly, and safe treatments for pests commonly found in similar environments, including:

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i. Rodents (mice, rats)
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ii. Insects (cockroaches, ants, flies, spiders)

iii. Other pests as needed (e.g., termites, bed bugs, fleas, etc.)

Preventative Measures:

• Implement pest exclusion techniques and sanitation recommendations to prevent infestations. This may include sealing entry points, removing potential nesting sites, and recommending improvements for facility cleanliness.

**Emergency Response:** 

• Provide on-call emergency response for any pest outbreaks requiring immediate attention.

## **Initial Inspection**

• If necessary, the Contractor should coordinate with RTA to conduct a thorough, initial inspection of each facility and public vehicles within the agreed-upon number of working days after the effective date of the contract. The purpose of the initial inspection is for the Contractor to identify problem areas and any equipment and

structural features that contribute to pest infestations. The initial inspection shall be conducted by a representative or employee of the Contractor.

• Access to the building space shall be coordinated by RTA. RTA will inform the Contractor of any restrictions or areas requiring special scheduling. RTA has oversight of the custodial staff to ensure that sanitation practices and building maintenance procedures associated with proper pest control are accomplished and will interact with staff to ensure that pest sightings and other pest control-related issues are promptly brought to the attention of the appropriate RTA personnel and the Contractor.

## **Pest Control Plan**

a. A service schedule for each building or site which shall be approved by RTA before services are initiated.

b. A description of any structural or operational changes that would facilitate the pest control effort.

c. A verbal or written communication of the representative who will be performing on-site service(s) under contract prior to arrival.

d. It shall be the Contractor's responsibility to carry out work according to the approved Pest Control Plan for each site (building and vehicles). The Contractor shall receive the concurrence of RTA personnel before implementing any changes to the approved Pest Control Plan.

## Manner and Time to Conduct Service

• The Contractor shall perform routine pest control services that do not adversely affect occupant health or productivity. The Contractor shall observe all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering the building. All Contractor personnel working in or around buildings designated under this contract shall wear distinctive uniform clothing.

• The Contractor shall determine and provide additional protection equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for products being used.

## **Special Request and Emergency Service**

• On occasion, the Operations Manager may request the Contractor to perform corrective, special, or emergency service(s) that are beyond the routine service requests. The Contractor shall respond to these exceptional circumstances and complete the necessary work within one (1) working day after receipt of the request. If such services cannot be completed within one working day, the Contractor shall immediately notify the Operations Manager and indicate the anticipated completion date.

## Safety and Health

• All work shall comply with all applicable state and federal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.

• The Contractor shall assume full responsibility and liability for compliance with all applicable regulations about the health and safety of personnel during the execution of work.

## **Program Evaluation**

• The contracting agency reserves the right to evaluate the progress of this contract in terms of effectiveness and safety, and to require such changes as necessary. The Contractor shall take prompt action to correct all identified deficiencies.

	Pest/Termite
Year Purchased	Total Cost
2020	\$176,440.00
Current 2024 estimated cost	\$186,440.00

Facility	Service	
419 Napoleon	Termite Control/Pest Control	
403 Napoleon	Termite Control/Pest Control	
Canal/Canal SIS	Termite Control/Pest Control	
ENO	Termite Control/Pest Control	
(Garage)		
ENO	Termite Control/Pest Control	
(Admin)	Termite Control/Fest Control	
Carrollton	Termite Control/Pest Control	
Public Transportation	Termite Control/Pest Control	

Facilities	Yearly Total
Napoleon	\$16,992.00
Canal	\$17,396.00
ENO	\$22,720.00
Carrollton	\$16,372.00
Public Transportation	\$102,960.00

Four-Year Total 176,440.00

Control		
Pricing notes		
historical pricing		
current estimated cost with inflation pricing 5.66% increase		
Frequency		
Bi-Weekly		



New Orleans Regional Transit Authority

## Board Report and Staff Summary

File #: 25-040	Board of Commissioners	
FY 2025 Trapeze Software Supp	ort	
DESCRIPTION: Support Mainter Software	nance Contract for Trapeze	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: 🛛 Approva	I □ Review Comment □ Inf	ormation Only

### RECOMMENDATION:

Authorize the Chief Executive Officer to approve a one-year support maintenance contract for Trapeze software. The request is not to exceed the amount of \$191,290.20.

#### ISSUE/BACKGROUND:

Trapeze software is used to develop and plan schedules, route vehicles, and schedule operator work time for fixed-route operations. For Paratransit operations, Trapeze tracks client information, schedules, reservations, manage active trips, and develop vehicle manifests.

Originally contracted between Trapeze Software and Transit Management Authority of Southeast Louisiana (TMSEL), the RTA continues to utilize the software and maintenance support services available for the hardware and software installed in fixed-route and paratransit vehicles.

Historic support activities are Board Approvals for Resolution #21-098 Trapeze Support Software Maintenance covering annual fees for 2021 and 2022 at a total cost of \$310,000.00; Resolution #23-023 Trapeze Maintenance Contract for 2023 annual fees for a total cost of \$162,446.00; and Resolution #24-012 Trapeze Maintenance Contract for 2024 annual fees for a total cost of \$158,051.00.

In 2024 the agreements went co-terminus to reduce invoicing and agreement renewals. An audit by Trapeze in 2024 found RTA support maintenance fixed-route peak vehicle count was greater than that found in the 2024-2025 Trapeze license and maintenance agreement. In December 2024, Change Order 1 (CO1) was completed to account for the correct number of peak vehicles for an increase of \$39,320.00. In February 2025, Trapeze informed RTA additional increases to maintenance modules should have been included in CO1 as part of the license uplift. Change Order 2 (CO2) was issued for a cost of \$15,811.00 to cover this supplemental uplift. The combined value of CO1 and CO2 was \$52,531.00 for 2024 maintenance contract for a total revised value of \$210,582. The additional funds were paid for from contingency in IT's annual operating budget.

#### DISCUSSION:

For 2025, staff has been able to reduce costs from the amended 2024 total by identifying several components that are no longer needed without any loss of functionality to the agency for a projected cost of \$191,821.20. The software subscriptions and maintenance extend the current maintenance

#### File #: 25-040

#### **Board of Commissioners**

plan for 12 months. The subscription term is scheduled from 4/1/2025 to 3/31/2026 and paid annually.

The maintenance contract has been procured as a sole source, due to the specialized nature of the software and the amount of time and training currently invested in this system. RTA expects to continue procurement as a sole source for the 2026 renewal.

#### FINANCIAL IMPACT:

The subscriptions will be funded from the following sources from IT Departments approved annual operating budget:

 Paratransit
 \$87,588
 01-2900-02-7140-021-05-00-00000-00000

 Fixed Route
 \$103,702.20
 01-2900-02-7140-021-13-00-00000-00000

The total cost is not to exceed \$191,290.20

#### NEXT STEPS:

With Board approval, staff will assign a purchase order and complete the project.

#### ATTACHMENTS:

- 1. Resolution
- 2. Procurement summary / Routing sheet
- 3. NORTA 2026 Quote
- 4. NORTA License Uplift Letter\_Dec 20 2024
- 5. NORTA License Uplift Letter\_Feb 3, 2025
- 6. PO\_915059\_2
- 7. Trapeze CO2 Approval 3.19.2025
- 8. Trapeze CO1 Approved 1.7.2025

Prepared By:Doris O'SullivanTitle:Senior Project Manager of Information Technology

Reviewed By:Dwight NortonTitle:Chief Planning & Capital Projects OfficerReviewed By:Gizelle Johnson-BanksTitle:Chief Financial Officer

Konadurand Hondand

Lona Hankins Chief Executive Officer

4/2/2025

Date



504.827.8300

www.norta.com

<b>RESOLUTION NO.</b>	
FILE ID NO.	25-040
STATE OF LOUISIANA	
PARISH OF ORLEANS	

## AUTHORIZATION TO AWARD A MAINTENANCE CONTRACT TO TRAPEZE SOFTWARE GROUP INC FOR FY 2025

Introduced	by			Commissioner
	,	seconded	by	Commissioner

WHEREAS, the Trapeze software is used to develop and plan schedules, route vehicles, and schedule operator work time for fixed-route operations. It is also used to track client information, schedules and reservations, develop vehicle manifests, and manage active trips for paratransit operations; and

WHEREAS, originally contracted between Trapeze Software and Transit Management Authority of Southeast Louisiana (TMSEL), the RTA continues to utilize the software and maintenance support services available for the hardware and software installed in fixed-route and paratransit vehicles; and

WHEREAS, the most recent historic support activities are Board Approvals for Resolution #21-098 Trapeze Support Software Maintenance covering annual fees for 2021 and 2022 at a total cost of \$310,000.00; Resolution #23-023 Trapeze Maintenance Contract for 2023 annual fees for a total cost of \$162,446.00, and Resolution #24-012 Trapeze Maintenance Contract for 2024 annual fees for a total cost of \$158,051.00. In 2024 the agreements went co-terminus to reduce invoicing and agreement renewals; and



504.827.8300

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WHEREAS, The total 2024 costs were increased to \$220,582 through two change orders of combined value of \$52,531a as a result of an audit by Trapeze in 2024 found RTA was utilizing more peak vehicles and Trapeze had accidentally omitted fees from the original quote and authorized funds; and

WHEREAS, the software subscriptions coverage period extends the current maintenance fiscal year plan into 2026 scheduled from 4/1/2025 to 3/31/2026. Software paid annually with a 2025 projected cost of \$191,290.20. Originally procured via Sole Source, RTA expects to continue procurement as a Sole Source. It is expected to continue as a Sole Source procurement for the 2026 renewal; and

WHEREAS, the subscriptions will be funded from the following funding sources in the annual operating budget:

Paratransit: \$87,588.00 from account code 01-2900-02-7140-021-05-00-00000-00000

Fixed Route: \$103,702.20 from account code 01-2900-02-7140-021-13-00-00000-00000 The total amount for 2025 maintenance contract is **not-to-exceed ONE-HUNDRED NINETY-ONE THOUSAND TWO HUNDRED AND NINETY DOLLARS AND TWENTY CENTS** (\$191,290.20); and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or their designee, is authorized to execute a 12-month contract withTrapeze Software Group Inc.

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

YEAS: \_\_\_\_\_\_ NAYS: \_\_\_\_\_\_ ABSTAIN: \_\_\_\_\_\_ ABSENT: \_\_\_\_\_



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

504.827.8300

www.norta.com

## AND THE RESOLUTION WAS ADOPTED ON THE 22<sup>TH</sup> OF APRIL 2025.

## FRED A. NEAL, JR. CHAIRMAN RTA BOARD OF COMMISSIONERS



#### **Software Support Quote**

New Orleans RTA Attn: Sterlin Stevens (sstevens@rtaforward.org) 2817 Canal Street New Orleans, LA 70019 US QuotePRO-25-105-136ADateMarch 14, 2025Customer ID-Contract No.-Due dateUpon ReceiptContract type-Project No-

Purchase Order No :	Request for PO		
C <u>overage period 4/1/2025 - 3/3</u>	1/2026		
PASS MON INFO IVR Server - PASS PASS CERT PASS FX/BB Google FX TSDE	Annual Maintenance Total	\$17,753.00 \$27,475.00 \$8,545.00 \$33,815.00 \$75,807.90 \$7,153.65 \$20,740.65 <b>\$191,290.20</b>	
<b>O<u>ne-time Maintenance Adjustr</u> FX/BB Google FX</b>	<u>ment Due to Operational Characteristics Increase</u> Maintenance Uplift Total	\$21,781.00 \$2,269.00 <b>\$24,050.00</b>	
	Subtotal	\$215,340.20	
	State Tax	<i>\\\</i> 210,040.20	
	Total Payable in USD		\$215,340.20

#### Please make payment to following:

#### Lockbox

Trapeze Software Group P.O.Box 202528 Dallas, TX 75320-2528 USA

#### For billing inquiries contact:

trapezebilling@trapezegroup.com Toll Free: 1-800-265-3617 Ext. #5 Local: 905-629-8727 Interest may be charged on overdue amounts not paid by the specified due date.



## **Regional Transit Authority** SOLE SOURCE JUSTIFICATION FORM FOR TRANSACTION OVER \$25,000

#### FOR PROCUREMENT USE ONLY:

FTA C 4220.1F states: Sole Source Justification - If the recipient decides to solicit an offer from only one source, the recipient must justify its decision adequately considering the standards of subparagraph 3.i(1)(b) of this Chapter. This procurement can be defined as any contract entered without a competitive process. based on a justification that only one known source exists or that only one single supplier can fulfill the requirements. FTA expects this sole source justification to be in writing.

1. The materials/services listed on Requisition number # is available from only one source and competition is precluded for reasons indicated below. There are no substitutes available.

#### 2. This acquisition is restricted to the following source:

MANUFACTURER	
Manufacturer Name	Trapeze Software License and Maintenance Agreement
Manufacturer Address	5265 Rockwell Drive NE, Cedar Rapids, Iowa 52402
Manufacturer's Dealer/Representative	Ravi Gidda
Dealer/Representative address and Phone	6472925847; ravi.gidda@trapezegroup.com

3. Description of the materials/service required, the estimated cost, and required delivery date.

DESCRIPTION	
Matrials/Services/Product	Trapeze Software License and Maintenance Agreement
Estimated Cost	\$191,290.20
Required Delivery Date	March 24, 2025

4. Specific characteristics of the materials/service that limit the availability to a sole source are unique

features and functionality of the system

Trapeze - Annual License and Maintenance Renewal. Continuation of annual software support to fixed and mobility services vehicles.

5. Reason for sole-source

Material/Service must be compatible

(a) Sole Source. When the recipient requires supplies or services available from only one responsible source, and no other supplies or services will satisfy its requirements, the recipient may make a sole source award. When the recipient requires an existing contractor to make a change to its contract that is beyond the scope of that contract, the recipient has made a sole source award that must be justified.

1



## CERTIFICATION

I certify that statements checked, and information provided above are complete and correct to the best of my knowledge. I understand that the processing of this Sole-Source Justification precludes the use of full and open competition.

REQUESTOR	
Request ID #	263
Name	O'SULLIVAN, DORIS
Title	PROJECT MANAGER III
RTA Extention	8380

#### March 18, 2025

Date

Requestor

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

 Department Head: Sterlin J Stevens
 March 19 2025

 Stendin ff Stevens
 Date

 B. Certification of Authorized Grant:
 Date

 B. Certification consistent with the Authorized Grant?
 Director of Grants/ Federal Compliance :

 Signature
 Date

 C. Safety, Security and Emergency Management:
 Include Standard Safety Provisions Only:

 Additional Safety Requirements Attached
 Chief: Michael J Smith

Michael J Smith March 19 2025



Date

Risk Management:	
Include Standard Insurance Provisions Only?	
true	
Include Additional Insurance Requirements Attached ?	
false	
Risk Management Analyst: Marc L Popkin	
	1 10 2025

# Marc $\bot$ PopkinMarch 19 2025SignatureDate

## **D. Funding Source:**

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

#### Multiple Years allocation if required:

Year	Amount
Year-1	
Year-2	
Year-3	
Year-4	
Year-5	
Total all years	

Estimated Amount: \$191,290.20

Total Estimated Cost: \$191,290.20

Funding Type: Local

Capital/Grant Project ID:

Federal Funding	State	Local	Other
		\$191,290.20	
Projected Fed Cost	State	Local	Other
		\$191,290.20	

FTA Grant IDs	Budget Codes
	01-2900-02-7140-021-05-00-00000-00000
	01-2900-02-7140-021-13-00-00000-00000



**Budget Analyst: Erin Ghalayini** 

<u>Erin Ghalayini</u> Signature March 19 2025

March 19 2025

March 19 2025

Date

Date

Date

#### **E. DBE/SBE GOAL:**

0	% DBE
0	% Small Business

#### **Director of Small Business Development:**

Adonis Charles Expose	
<u>Adonis Charles Expose</u>	
Signature	

## **DBE/EEO Compliance Manager:**:

<b>Adonis Charles Expose'</b>
<u>Adonis Charles Expose'</u>
Signature

## **F.** Information Technology Vetting:

**IT Director: Sterlin J Stevens** 

Signature

<u>Sterlin J Stevens</u>	<u>March 19, 2025</u>			
Signature	Date			
G. Authorizations: I have reviewed and approved this	sole source justification request.			
Chief: Dwight Daniel Norton				
Dwight Daniel Norton	March 19 2025			
Signature	Date			
Director of Procurement: Ronald Gerard Baptist	e			
Ronald Gerard Baptiste	March 19 2025			
Signature	Date			
Chief Financial Officer:: Required if Total Cost above \$15K				
Gizelle Johnson Banks				
<u>Gizelle Johnson Banks</u>	March 20 2025			

Date



Lona Edwards Hankins <u>Lona Edwards Hankins</u> Signature

March 20 2025 Date



New Orleans Regional Transit Authority ("NORTA") Letter of Operational Characteristics License Increase - MPS Trapeze Software Group, Inc. 5265 Rockwell Drive NE, Cedar Rapids, Iowa 52402

Ravi Gidda, Account Manager, MPS Tel: (647) 292-5847 Email: ravi.gidda@trapezegroup.com



December 20, 2024



# Cover Letter

December 20, 2024

Attention: Doris O'Sullivan, Senior Project Manager of Information Technology Phone: (512) 389-7446 Email: <u>dosullivan@rtaforward.org</u>

## Letter of Operational Characteristics License Increase - MPS

Dear Doris,

Trapeze Software Group, Inc. ("Trapeze") is pleased to provide New Orleans Regional Transit Authority ("NORTA") with this letter which outlines the details and costs for the license increase to your Trapeze Mobility Planning & Scheduling (MPS) suite of products.

During a recent audit of NORTA's operational characteristics for MPS software products, Trapeze and NORTA recognize the actual peak vehicles operating today are higher than the licenses provided in the relevant Software License and Maintenance Agreements (SLA/SLMA as applicable):

- FX SLA dated June 26, 1996
- BlockBuster SLMA dated August 8, 2013
- Google Export SLA dated July 15, 2004 as amended on July 7, 2011

As agreed, a license uplift via contract amendment to each of the above contracts will be entered into to bring the licenses up to NORTA'S current operational characteristics and additional peak vehicles have been included to accommodate the NORTA'S growth of fleet. Due to the correlation between License and Maintenance, annual maintenance costs will also be affected.

Attachment 1 includes the Pricing Summary which pricing is valid for 30 days.

We look forward to receiving the contract amendment within the next 30 days. If you have any questions or require additional information, please do not hesitate to contact me.

Yours very truly,

#### Ravi Gidda, Account Manager (t) +1 647-292-5847 (e) ravi.gidda@trapezegroup.com

Portions of this document are proprietary and confidential to Trapeze and shall not be further disclosed, disseminated, copied, or duplicated unless expressly approved in writing by Trapeze.

5265 Rockwell Dr. NE, Cedar Rapids, IA USA 52402 t: 319.743.1000 | f: 319.366.7406 | info@trapezegroup.com | www.trapezegroup.com

Here for the journey

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# Attachment 1

# **Pricing Summary**

Below we have identified the one-time costs associated with the operational characteristics license uplift to 125 peak vehicles ("PV's") required today.

## **Pricing Summary**

#### **One-time License Increase costs**

Description	Operational Characteristics: Licensed Today	Number of Licenses to be Added	Operational Characteristics: New Total Post Amendments <sup>1</sup>	Cost for Additional Licenses	
FX	85 PV's	40	125 PV's	\$31,500 <sup>2</sup>	
BlockBuster	90 PV's	35	125 PV's		
GTFS (Google Export)	87 PV's	38	125 PV's	\$5,250	
TOTAL LICENSE AMOUN	NT			\$36,720	

#### \*Annual Maintenance Cost Increase based on license Increase

Description	Operational Characteristics: New Total Post Amendments	Increase in annual Maintenance Cost <sup>3</sup>	
FX	125 PV's	No change	
BlockBuster	125 PV's		
GTFS (Google Export)	125 PV's	\$2,600	
TOTAL MAINTENANCE AN	IOUNT	\$2,600	

#### **Total Amount Due**

Description	Increase Amount
License Increase total listed above	\$36,720
Maintenance Increase total listed above	\$2,600
Total Amount Due	\$39,320

## **Assumptions:**

- 1. The pricing contained in this pricing summary will be effective upon amendment execution.
- 2. All costs are USD.
- 3. The License costs listed is a one-time cost.
- 4. Pricing does not include any applicable taxes.

- 5. Software listed above are to be amended. All other MPS software licenses not listed above, are not affected.
- 6. TSDE licenses will not be affected as TSDE is currently licensed for up to 150 peak vehicles.
- 7. Pricing is valid for 30 days.
- 8. <sup>1</sup>This reflects total licenses in use upon execution of amendments
- 9. <sup>2</sup>Please note: FX and BlockBuster licenses are now incurred as one cost, as a combined solution.
- 10. <sup>3</sup>The annual maintenance fee will be the result of the license fee, based on the peak number of vehicles at the maintenance anniversary date, multiplied by the license fee percentage, all according to the standard Trapeze price list at the time.

Here for the journey is more than our tagline – It's our commitment to you. Our value is in our ability to address your needs and please your riders. We always strive to do both.

> Thank you for taking the time to review this proposal. Please reach out to us with any questions or comments. Your feedback is always appreciated.





New Orleans Regional Transit Authority ("NORTA") Letter of Operational Characteristics License Increase - MPS Trapeze Software Group, Inc. 5265 Rockwell Drive NE, Cedar Rapids, Iowa 52402

Ravi Gidda, Account Manager, MPS Tel: (647) 292-5847 Email: ravi.gidda@trapezegroup.com



February 3, 2025



# Cover Letter

February 3, 2025

Attention: Doris O'Sullivan, Senior Project Manager of Information Technology Phone: (512) 389-7446 Email: <u>dosullivan@rtaforward.org</u>

#### Letter of Operational Characteristics License Increase - MPS

Dear Doris,

Trapeze Software Group, Inc. ("Trapeze") is pleased to provide New Orleans Regional Transit Authority ("NORTA") with this letter which outlines the details and costs for the license increase to your Trapeze Mobility Planning & Scheduling (MPS) suite of products.

During a recent audit of NORTA's operational characteristics for MPS software products, Trapeze and NORTA recognize the actual peak vehicles operating today are higher than the licenses provided in the relevant Software License and Maintenance Agreements (SLA/SLMA as applicable):

- FX SLA dated June 26, 1996
- BlockBuster SLMA dated August 8, 2013
- Google Export SLA dated July 15, 2004 as amended on July 7, 2011

As agreed, a license uplift via contract amendment to each of the above contracts will be entered into to bring the licenses up to NORTA'S current operational characteristics and additional peak vehicles have been included to accommodate the NORTA'S growth of fleet. Due to the correlation between License and Maintenance, annual maintenance costs will also be affected.

Attachment 1 includes the Pricing Summary which pricing is valid for 30 days.

We look forward to receiving the contract amendment within the next 30 days. If you have any questions or require additional information, please do not hesitate to contact me.

Yours very truly,

Ravi Gidda, Account Manager (t) +1 647-292-5847 (e) ravi.gidda@trapezegroup.com

Portions of this document are proprietary and confidential to Trapeze and shall not be further disclosed, disseminated, copied, or duplicated unless expressly approved in writing by Trapeze.

5265 Rockwell Dr. NE, Cedar Rapids, IA USA 52402 t: 319.743.1000 | f: 319.366.7406 | info@trapezegroup.com | www.trapezegroup.com

Here for the journey

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# Attachment 1

# **Pricing Summary**

Below we have identified the one-time costs associated with the operational characteristics license uplift to 125 peak vehicles ("PV's") required today.

# **Pricing Summary**

Description	Operational Characteristics: Licensed Today	Number of Licenses to be Added	Operational Characteristics: New Total Post Amendments <sup>1</sup>	Cost for Additional Licenses
FX	85 PV's	40	125 PV's	\$31,500 <sup>2</sup>
BlockBuster	90 PV's	35	125 PV's	\$31,3002
GTFS (Google Export)	87 PV's	38	125 PV's	\$5,250
TOTAL COST (USD)				\$36,750

#### \*Annual Maintenance Cost Increase based on license Increase (USD)

Description	Operational Characteristics: New Total Post Amendments	Increase in annual Maintenance Cost <sup>3</sup>
FX	125 PV's	\$23,199
BlockBuster	125 PV's	\$23,199
GTFS (Google Export)	125 PV's	\$2,600
TOTAL COST (USD)		\$25,799

TOTAL LICENSE AND MAINTENANCE DUE UPON EXECUTION		
TOTAL COST (USD)	\$62,549	

#### **Assumptions:**

- 1. The pricing contained in this pricing summary will be effective upon amendment execution.
- 2. The License costs listed is a one-time cost.
- 3. Pricing does not include any applicable taxes.
- 4. Software listed above are to be amended. All other MPS software licenses not listed above, are not affected.
- 5. TSDE licenses will not be affected as TSDE is currently licensed for up to 150 peak vehicles.
- 6. Pricing is valid for 30 days.
- 7. <sup>1</sup>This reflects total licenses in use upon execution of amendments
- 8. <sup>2</sup>Please note: FX and BlockBuster licenses are now incurred as one cost, as a combined solution.

9. <sup>3</sup>Fees for additional maintenance services for following years shall be subject to change in accordance with Trapeze's then-standard current pricing.

Here for the journey is more than our tagline – It's our commitment to you. Our value is in our ability to address your needs and please your riders. We always strive to do both.

> Thank you for taking the time to review this proposal. Please reach out to us with any questions or comments. Your feedback is always appreciated.





# Purchase Order 915059, Change Order 2

#### Supplier Details:

Company TRAPEZE SOFTWARE INC Contact Address PO BOX 202528 DALLAS, TX 75320

#### 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 915059 and all its prior modifications. This agreement can be changed only by a signed agreement between the affected parties.

#### add funds

The parties hereto have read and executed this contract modification as of Tuesday, January 14, 2025.

# Purchase Order 915059 Change Order 2

915059	Order
01-OCT-2023	Order Date
2	Change Order
14-JAN-2025	Change Order Date
2	Revision
212,703.00 USD	Ordered

Sold To	Regional Transit Authority 2817 Canal Street NEW ORLEANS, LA 70119	Supplier	TRAPEZE SOFTWARE INC PO BOX 202528 DALLAS, TX 75320
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		

Cust	tomer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Me	thod
Cont	firm To	17660	Net 30	Dalia	er To Contac	<b>~</b> t	
	na Howze			Briar	a Howze	rtaforward.org	
ine	Item		Price	Quantity	UOM	Ordered	Taxable
7	Data Processing Services		1.00		EA		
			Promised	15,338	EA	15,338.00	
			Requested 9/30/23				
	Requested and Pror	nised Dates corresp	ond to the date of arriv	al at the Ship-to L	ocation.		
				Lin	e Total	15,338.00	
8	Continuation of annual softwa support to fixed and mobility services vehicles.	are	158,045.00		USD		
	<b>Ship To</b> Attn: Accounts Paya		Promised	1	USD	158,045.00	

2

# Purchase Order 915059 Change Order 2

ne l	tem	Price	Quantity	UOM	Ordered	Taxable
	NEW ORLEANS, LA 70119	Requested				
	UNITED STATES	2/22/24				
	Requested and Promised Dates con Deliver To Con	rrespond to the date of arriv ntact Doris O'Sullivan	val at the Ship-to	D Location.		
				ine Total	158,045.00	
9	Trapeze Software License and Maintenance Agreement Change Order Request	39,320.00		USD		
	<b>Ship To</b> Attn: Accounts Payable	Promised	1	USD	39,320.00	
	2817 CANAL STREET NEW ORLEANS, LA 70119 UNITED STATES	Requested 1/13/25				
	Requested and Promised Dates con Deliver To Cor	rrespond to the date of arriv ntact Doris O'Sullivan	al at the Ship-to	D Location.		
				ine Total	39,320.00	
			_	Total	212,703.00	



# **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	December 20, 2024
Change Order ID	332

#### A. Department Representative to participate in procurement process.

Name:O'SULLIVAN, DORISTitle:PROJECT MANAGER IIIExt:8380

#### **B.** Contract Information:

Contract Number	
PO Number	RTAR_00561
Contract Title	Trapeze Software License and Maintenance Agreement

**Contract-History:** 

Original Award Value	162446
Previously Executed Change Order Value	158045
Adjusted Contract Value	320491
Current Change Order Value	39320
Revised Contract Value	359811

#### C. Justification of Change Order

Trapeze identified Trapeze peak vehicles in use under the current contract is higher than the accounted for in the current maintenance contract. The change order is to bring the licenses up to RTA's current operational characteristics. Peak vehicles increased to 125 to accommodate the growth in fleet.

#### **D.** Type of Change Request: Supplemental

#### **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:	<b>January 01 2025</b>	

#### **Risk Management:**

Include Standard Insurance Provisions Only?	No
Include Additional Insurance Requirements Attached ?	false

Risk Management Analyst: Marc L PopkinSignature:Marc L PopkinDate:January 02 2025

#### **G.** Funding Source:

#### Independent Cost Estimate (ICE): \$39,320.00

Projected Total Cost:	\$39,320.00
-----------------------	-------------

Funding Type: Local

Federal Funding	State	Local	Other
		\$39,320.00	
Projected Fed Cost	State	Local	Other
		\$39,320.00	

FTA Grant IDs	Budget Codes
	01-2900-02-7140-021-13-00-00000-00000

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

Budget Analyst:Erin GhalayiniSignature:Erin GhalayiniDate:December 23 2024



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	0
SBE % Goal	0

Director of Small Business Development:Adonis Charles Expose'Signature:Adonis Charles Expose'Date:January 02 2025

DBE/EEO Compliance ManagerAdonis Charles Expose'Signature:Adonis Charles Expose'Date:January 02 2025

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

Department Head: Sterlin J StevensSignature:Sterlin J StevensDate:December 23 2024

Chief:	Dwight Daniel Norton	
Signature:	Dwight Daniel Norton	
Date:	December 31 2024	
Director of Pro	ocurement: Ronald Gerard Baptiste	
Signature:	Ronald Gerard Baptiste	
Date:	January 02 2025	
Required if To	tal Cost above \$15K	
Chief Financial	l Officer: Gizelle Johnson Banks	
Signature:	Gizette Johnson Banks	
Date:	January 07 2025	

Required if Total Cost above \$501 Chief Executive Officer: Signature: Date:



# **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	March 17, 2025
Change Order ID	348

#### A. Department Representative to participate in procurement process.

Name:O'SULLIVAN, DORISTitle:PROJECT MANAGER IIIExt:8380

#### **B.** Contract Information:

Contract Number	
PO Number	915059_2
Contract Title	Trapeze Software License and Maintenance Agreement

**Contract-History:** 

Original Award Value	162446
Previously Executed Change Order Value	197365
Adjusted Contract Value	359811
Current Change Order Value	15811
Revised Contract Value	375622

#### C. Justification of Change Order

Trapeze excluded costs of FX and Blockbuster Maintenance charges from the original 12/20/2024 Change Order requiring RTA to pay the balance before annual renewal. Reduced Peak Vehicle Count to 116 to reach a lower cost. Deducting the previously issued Change Order from the newly quoted amount leaves balance of 15,811. The requisition is for the 2024 - 2025 maintenance fees for the increase license count for FX and Blockbuster.

#### 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:

Chief: Signature: Date:

#### **Risk Management:**

Include Standard Insurance Provisions Only?	No
Include Additional Insurance Requirements Attached ?	

Risk Management Analyst: Signature: Date:

**G.** Funding Source:

Independent Cost Estimate (ICE): \$15,811.00

Projected Total Cost: \$15,811.00

Funding Type:	Local
---------------	-------

Federal Funding	State	Local	Other
		\$15,811.00	
Projected Fed Cost	State	Local	Other
		\$15,811.00	

FTA Grant IDs	Budget Codes
	01-2900-02-7140-021-13-00-00000-00000

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



**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	0	
	ll Business Development: Adonis Charles Expose'	
Signature:	Adonis Charles Expose'	
Date:	March 19 2025	
DBE/EEO Comp	pliance Manager Adonis Charles Expose'	
Signature:	Adomis Charles Expose'	
Date:	March 19 2025	
Authonizations: I h	ave reviewed and approved the final solicitation document	
	ave reviewed and approved the final solicitation document.	
Department Head	d: Sterlin J Stevens	
Department Head Signature:	nd: Sterlin J Stevens Sterlin J Stevens	
Department Head	d: Sterlin J Stevens	
Department Head Signature: Date:	d: Sterlin J Stevens Storlin & Stevens March 18 2025	
Department Head Signature: Date:  Chief:	nd: Sterlin J Stevens Sterlin J Stevens March 18 2025 Dwight Daniel Norton	
Department Head Signature: Date:	d: Sterlin J Stevens Storlin & Stevens March 18 2025	_
Department Head Signature: Date: Chief: Signature: Date:	nd: Sterlin J Stevens Sterlin J Stevens March 18 2025 Dwight Daniel Norton Dwight Daniel Norton March 19 2025	
Department Head Signature: Date: Chief: Signature: Date:	nd: Sterlin J Stevens Sterlin J Stevens March 18 2025 Dwight Daniel Norton Dwight Daniel Norton	_
Department Head Signature: Date: Chief: Signature: Date: Director of Procu	nd: Sterlin J Stevens Sterlin f Stevens March 18 2025 Dwight Daniel Norton Dwight Daniel Norton March 19 2025 urement: Ronald Gerard Baptiste	
Department Head Signature: Date: Chief: Signature: Date: Director of Procu Signature: Date:	d: Sterlin J Stevens Sterlin J Stevens March 18 2025 Dwight Daniel Norton Dwight Daniel Norton Dwight Daniel Norton March 19 2025 urement: Ronald Gerard Baptiste Ronald Gerard Baptiste	
Department Head Signature: Date: Chief: Signature: Date: Director of Procu Signature: Date: Date: Required if Total Chief Financial O	nd: Sterlin J Stevens Sterlin J Stevens March 18 2025 Dwight Daniel Norton Dwight Daniel Norton Dwight Daniel Norton March 19 2025 urement: Ronald Gerard Baptiste Ronald Gerard Baptiste March 19 2025 I Cost above \$15K Officer: Gizelle Johnson Banks	
Department Head Signature: Date: Chief: Signature: Date: Director of Procu Signature: Date: Date: Required if Total	d: Sterlin J Stevens Sterlin J Stevens March 18 2025 Dwight Daniel Norton Dwight Daniel Norton Dwight Daniel Norton March 19 2025 urement: Ronald Gerard Baptiste Ronald Gerard Baptiste March 19 2025 dl Cost above \$15K	



# Board Report and Staff Summary

File #: 25-042	Board of Commissioner	S
Carrollton Wheel Press Upgra	de	
DESCRIPTION: A request for Wheel Press	update/repair of the Carrollton	AGENDA NO: Click or tap here to enter text.
	oval 🛛 Review Comment 🗆 In	formation Only

#### **RECOMMENDATION:**

Authorize the Chief Executive Officer to award a contract to Contemporary Machinery & Engineering Services, Inc. for an amount not to exceed 198,600.00.

#### **ISSUE/BACKGROUND:**

Currently the Carrollton Wheel Press is currently out of service and needs repairs and upgrades.

#### DISCUSSION:

The Carrollton Wheel Press, which is used to press wheels onto axles and bearings into streetcar motors, is currently broken. Due to the age of the machine current parts are not available and the machine must be updated to complete repairs. These repairs/upgrades will extend the life of the machine by 10 years and will allow the Rail Maintenance Dept to complete maintenance on our streetcar fleet. The lead time on these repairs/updates is 4-6 months which has the potential to negatively affect our streetcar availability if not immediately addressed.

The repairs/upgrades will consist of an Complete Electrical Upgrade for COMAC Wheel Press Serial No. 221407 including New Main Control Panel complete with up-to-date electrical components, New PLC Control System, New Wheel and Bearing Chart Recorder System with Bar Code Readers and Color Printer, 15 inch wide-view Operator Interface HMI Touchscreen mounted in New Pedestal, installation of modern up-to-date Electronic Proportional Hydraulic control valves, Installation of New Digital Pressure Switches and Analog Transducers. Replacement of all original Hydraulic lines, replacement of Main Ram Chevron Packings, and replacement of Hydraulic Reservoir oil. Redesign of Elevator Armature Cradle Support Attachment for better Stability when pressing out armature shafts, Redesign of Original furnished Bearing Puller Adapter to prevent shattering during use, and Redesign of the Spreader Bar system used with the Overhead Crane to Load Wheelsets into press while keeping Wheelset Level. Additionally included with be the tooling necessary to mount your Canal Streetcar Wheels.

#### FINANCIAL IMPACT:

Funding is available in the amount of One hundred ninety-eight thousand and six hundred dollars

#### File #: 25-042

#### **Board of Commissioners**

(\$198,600.00) through grant LA2023-001 12.42.06-12.44.20

#### NEXT STEPS:

When approved to proceed, the team will execute a contract and issue a purchase order and notify Contemporary Machinery & Engineering Services INC. to proceed.

#### ATTACHMENTS:

- 1. Resolution
- 2. Routing Sheet
- 3. Quote

Prepared By:Floyd Bailey JrTitle:Director of Rail Maintenance

Reviewed By:	Ryan Moser
Title:	Chief Asset Management Officer

Reviewed By: Title: Gizelle Banks Chief Financial Officer

ona durand Hondry

Lona Edwards Hankins Chief Executive Officer

4/3/2025

Date



RESOLUTION NO.

FILE ID NO. <u>25-042</u> STATE OF LOUISIANA PARISH OF ORLEANS

# AUTHORIZATION TO AWARD A CONTRACT TO CONTEMPORARY MACHINERY & ENGINEERING SERVICES, INC.

Introduced by Commissioner \_\_\_\_\_, seconded by Commissioner

**WHEREAS**, the Chief Executive Officer of the RTA has a critical need to upgrade and repair the Carrollton wheel press; and

**WHEREAS**, the upgrade and repair of the wheel press will enable the RTA to effectively carry out its day-to-day operation while also extending the useful life of the wheel press by 10 years; and

**WHEREAS**, RTA's Disadvantage Business Compliance Manager determined that there was no DBE goal set for this project; and

WHEREAS, this project has been classified as a sole source due to the specific nature of the press repair and the proprietary interface essential for the repairs. Staff evaluated all costs submitted and determined the price to be fair and reasonable; and

WHEREAS, it is the opinion of the RTA Board of Commissioners that repairing and upgrading the wheel press is critical to maintaining the function, reliability, and support of the St. Charles, Canal and Riverfront streetcar lines on behalf of the Regional Transit Authority; and

WHEREAS, funding shall not exceed ONE HUNDRED NINETY-EIGHT THOUSAND AND SIX HUNDRED DOLLARS (\$198,600.00) for the above service is made available through Grant LA 2023-001 ALI 12.42.06

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, is authorized to execute a contract with Contemporary Machinery and Engineering Services, Inc. for the needed repairs/upgrades to the Carrollton Wheel Press.

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 22<sup>ND</sup> OF APRIL, 2025.

FRED A. NEAL, JR. CHAIRMAN RTA BOARD OF COMMISSIONERS



#### **Regional Transit Authority** SOLE SOURCE JUSTIFICATION FORM FOR TRANSACTION OVER \$25,000

#### FOR PROCUREMENT USE ONLY:

FTA C 4220.1F states: Sole Source Justification - If the recipient decides to solicit an offer from only one source, the recipient must justify its decision adequately considering the standards of subparagraph 3.i(1)(b) of this Chapter. This procurement can be defined as any contract entered without a competitive process. based on a justification that only one known source exists or that only one single supplier can fulfill the requirements. FTA expects this sole source justification to be in writing.

1. The materials/services listed on Requisition number # is available from only one source and competition is precluded for reasons indicated below. There are no substitutes available.

#### 2. This acquisition is restricted to the following source:

MANUFACTURER	
Manufacturer Name	Contemporary Machinery & Engineering Services, INC
Manufacturer Address	551 Roberts Rd P.O. Box 7 Flagler Beach, Fl 32136
Manufacturer's Dealer/Representative	Jim Smith
Dealer/Representative address and Phone	Jim Smith 386-439-0937

3. Description of the materials/service required, the estimated cost, and required delivery date.

DESCRIPTION	
Matrials/Services/Product	Contemporary Machinery & Engineering Services, INC
Estimated Cost	\$189,600.00
Required Delivery Date	August 28, 2025

4. Specific characteristics of the materials/service that limit the availability to a sole source are unique

features and functionality of the system

Contemporary Machinery has proprietary rights to this equipment and must be compatible.

5. Reason for sole-source

Patent, copyright, or proprietary data limits

(a) Sole Source. When the recipient requires supplies or services available from only one responsible source, and no other supplies or services will satisfy its requirements, the recipient may make a sole source award. When the recipient requires an existing contractor to make a change to its contract that is beyond the scope of that contract, the recipient has made a sole source award that must be justified.



#### CERTIFICATION

I certify that statements checked, and information provided above are complete and correct to the best of my knowledge. I understand that the processing of this Sole-Source Justification precludes the use of full and open competition.

REQUESTOR	
Request ID #	262
Name	BAILEY, FLOYD JR
Title	DIRECTOR OF RAIL MAINTENANCE
RTA Extention	8460

<u> 3AILEY, 7LOYD JR</u>	<u>March 14, 2025</u>
Requestor	Date

A. I have reviewed this form and the attachments provided and by signing below I give authority to the above

stated department representative to proceed as lead in the procurement process.

Department Head: Ryan Moser		
<u>Ryan Moser</u>	March 16 2025	
Signature	Date	
B. Certification of Authorized Grant:		
Is this item/specification consistent with the Authorized	d Grant?	
Yes		
Director of Grants/ Federal Compliance : Alisa P Maniger		
<u>Alisa P Maniger</u>	<u>March 17 2025</u>	
Signature	Date	
C. Safety, Security and Emergency Management:	Include Standard Safety Provisions Only:	
Additional Safety Requirements Attached		
Chief: Michael J Smith		
<u>Michael J. Smith</u>	March 17 2025	



Date

Risk Management:
Include Standard Insurance Provisions Only?
true
Include Additional Insurance Requirements Attached ?
false
Risk Management Analyst: Marc L Popkin

# Marc & PopkinMarch 19 2025SignatureDate

#### **D. Funding Source:**

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

#### Multiple Years allocation if required:

Year	Amount
Year-1	
Year-2	
Year-3	
Year-4	
Year-5	
Total all years	

Estimated Amount: \$189,600.00

Total Estimated Cost: \$189,600.00

Funding Type: Federal

Capital/Grant Project ID: LA 2023-001

Federal Funding	State	Local	Other
\$250,000.00			
Projected Fed Cost	State	Local	Other
\$189,600.00			

FTA Grant IDs	Budget Codes
LA2023-001 - 12.42.06	



**Budget Analyst:** 

Signature

Date

#### E. DBE/SBE GOAL:

0	% DBE
0	% Small Business

#### **Director of Small Business Development:**

<u>Adonis Charles Expose</u>	
Signature	

## **DBE/EEO Compliance Manager:**:

Adonis Charles Expo	)se
<u>Adonis Charles Expose'</u>	
Signature	

### **F.** Information Technology Vetting:

**IT Director: Sterlin J Stevens** 

<u>Sterlin J Stevens</u>	March 19, 2025
Signature	Date

G. Authorizations: I have reviewed and approved this sole source justification request.

Chief: Ryan Moser		
<u>Ryan Moser</u>	<u>March 17 2025</u>	
Signature	Date	
Director of Procurement: Ronald G	erard Baptiste	
<u>Ronald Gerard Baptiste</u>	March 21 2025	
Signature	Date	
Chief Financial Officer:: Required if	Total Cost above \$15K	
<b>Gizelle Johnson-Banks</b>		
Gizelle Johnson-Banks	<u>March 23 2025</u>	
Signature	Date	
Chief Executive Officer:: Required if	Total Cost above \$50K	

March 19 2025

March 19 2025

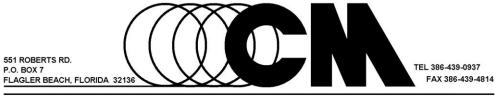
Date

Date



Lona Edwards Hankins <u>Lona Edwards Hankins</u> Signature

March 24 2025 Date



CONTEMPORARY MACHINERY & ENGINEERING SERVICES, INC.

PROPOSAL TO: Floyd Bailey, Jr. RTA 8225 Willow St. New Orleans, La. 70119

## PROPOSAL NO: I-3130 March 3, 2025 Inquiry - Verbal

# PROPOSAL COVERS

Complete Electrical Upgrade for COMAC Wheel Press Serial No. 221407 including New Main Control Panel complete with up-to-date electrical components, New PLC Control System, New Wheel and Bearing Chart Recorder System with Bar Code Readers and Color Printer, 15 inch wide-view Operator Interface HMI Touchscreen mounted in New Pedestal, installation of modern up-to-date Electronic Proportional Hydraulic control valves, Installation of New Digital Pressure Switches and Analog Transducers.

## PROPOSAL ALSO INCLUDES:

Replacement of all original Hydraulic lines, replacement of Main Ram Chevron Packings, and replacement of Hydraulic Reservoir oil.

Redesign of Elevator Armature Cradle Support Attachment for better Stability when pressing out armature shafts, Redesign of Original furnished Bearing Puller Adapter to prevent shattering during use, and Redesign of the Spreader Bar system used with the Overhead Crane to Load Wheelsets into press while keeping Wheelset Level. Additionally included with be the tooling necessary to mount your Canal Streetcar Wheels.

# **GENERAL DESCRIPTION**

A New Main Electrical Control Panel will be assembled and wired in our shop containing up-to-date Programmable Controller and all new Electrical Components required for proper machine operation. This new Main Panel and Enclosure will replace the existing main panel on the machine.

A New Pedestal containing a 15 inch Wide-view HMI Touchscreen will be assembled and wired in our shop and will replace existing pedestal for machine control. The COMAC Mounting Press Stand-Alone Chart Recorder System consists of a 20-inch Touchscreen Monitor and Color Printer along with an Analog and Digital I/O interface. All recorder operations are under the control of a totally sealed, Fanless, metal encased Industrial PC Computer.

Digital Pressure Transducers supply calibrated Analog signals for the Bearing and Wheel mounting pressures, a Linear Position Transducer is supplied for calibrated Analog measurement of Press Ram travel to provide PSI relative to tonnage and distance traveled.

All electronic components including printer will be mounted in a Stand-Alone 24" W X 24" D X 72"H Nema 12 Industrial Enclosure.

Bar Code Scanners are supplied for ease of entry into the system of all required data for the Wheels, Axle, and Bearings. Manual data entry is also possible using Touchscreen menus.

# OPERATION

Turn "ON" Machine Control Power key switch located on front of pedestal. Turn "ON" Chart Recorder System Power and allow 15 minutes for Chart Recorder System to warm up.

**NOTE:** If De-mounting, leave Chart Recorder System power turned off.

Follow Machine Start-up and "Homing" procedures in preparation for mounting operations.

When ready to press, Using the Bar Code scanner, Scan the Wheels, Axle, and Bearing Data into the proper locations as defined. Data can also be manually entered by hand following the Touchscreen menus.

Once all the data is entered, the Recorder is now ready to create the press tonnage graphs as wheels and bearings are pressed onto the axle.

TOTAL LOT PRICE .....\$198,600.00

- **Terms -** Our standard terms of payment are one-third with order; balance net against shipping documents.
- **Delivery –** Based on current workload approximately 4-6 months after Receipt of formal order and prepayment all f.o.b. our truck, your Works.

**Condition of Sale** - As pre-printed on attached supplement CME/200/01 which is an integral part of this quotation and any order resulting from same. With a 45 day period to accept.

# SELLER'S RESPONSIBILITY:

Seller will manufacture, test and demonstrate electrical equipment in their plant to purchaser and truck ship f.o.b. Flagler Beach, Florida to purchaser at the price specified and in accordance with the specifications detailed.

Equipment will be arranged to simulate work specified in purchaser's formal order.

Mount and install all new Pressure Switches and Linear Transducers at proper locations as defined in supplied prints.

Included in the price is the cost for 2 technician's time for 5 days to install the up-grade to customer's press, check customer's incoming power supply, start-up equipment and train customer's operator/s and maintenance people on the new equipment. Additional travel & living expenses will be for customer's account.

# PURCHASER'S RESPONSIBILITIES:

Off-load and set-up new equipment at proper location.

Supply any needed utilities, (electric power, etc.) Install electrical wiring between incoming power and Equipment control panel, and between control panel and Press.

**Note:** Seller does not recommend customer applying power to equipment before a CMES technical advisor has inspected installation. This could result in serious damage to equipment which cannot be applied to warranty and will be billed to customer.

Furnish hand tools and competent operating and maintenance personnel to assist technical advisor in startup of new equipment.

Furnish adequate work pieces at no charge for Set-up and testing new equipment at time of start-up.

We trust you will find this offer complete in all details. Should additional information be required please do not hesitate to call.

We appreciate this opportunity to quote and hope to be favored with your order.

Sincerely, CONTEMPORARY MACHINERY & ENGINEERING SERVICES, INC.

James A. Smith, Gen. Mgr. JAS/dm



Board Report and Staff Summary

## File #: 25-041Board of Commissioners

Authorize to ratify contract award to Ron Turley Fleet Management System

DESCRIPTION: To Authorize the ratification of a three-year	AGENDA NO: Click or tap here to
contract to Ron Turley Fleet Management System.	enter text.
ACTION REQUEST: 🖂 Approval 🛛 Review Comment 🗆 Inf	ormation Only

#### RECOMMENDATION:

Authorize the Chief Executive Officer to authorize the ratification of a three-year contract to Ron Turley Fleet Management System (RTA FMS) for the continued use of fleet management software in amount not-to-exceed \$194,142.79.

#### ISSUE/BACKGROUND:

When TransDev managed the Regional Transit Authority (RTA), one of the software systems brought on board by RTA FMS was the Software as a Service (SaaS) fleet management system from which TransDev managed inventory and maintenance work orders. First implemented in August 2009, annual renewals were procured via Sole Source (less than \$25,000.00) and continued until May 2024 at which time a three-year agreement was reached.

RTA seeks to correct an existing situation. When the RTA took over the annual service payments in 2020, there was no signed contract; instead, there were two separate subscriptions for software and one for maintenance until 2024. When the subscriptions were up for renewal last year, staff managed to work out a three-year deal that locked in the current rate for the first year of the contract and consolidated subscriptions into a single contract. The Asset Management Division seeks a replacement solution and intends to use the two-year span to identify and implement the new solution.

#### DISCUSSION:

In June 2023, RTA added facilities inventory to move to a unified inventory management system. In 2024, RTA embarked upon a multi-year agreement combining both maintenance and facilities into one, a coterminal agreement to lock in renewal rates and minimize tracking and procurement of two separate renewals. A three-year agreement drafted and signed in May 2024 sought and acquired a PO for the first year of the agreement. The total cost of the three-year agreement, If approved, is not to exceed 194,142.79. The three-year contract will be ratified, and the remaining two years of the contract will be funded. The remaining two-year total is \$140,197.79 (roughly \$70K annually).

#### Facilities- Gold Tier

- 5/1/2024 to 4/30/2025: \$19,838.00 PO RTAP\_00468 issued 5/7/2024

- 5/1/2025 to 4/30/2026: \$24,250.45

- 5/1/2026 to 4/30/2027: \$28,993.66

#### Maintenance- Platinum Tier

- 5/1/2024 to 4/30/2025: \$34,107.00 PO RTAP\_00412 issued 4/16/2024
- 5/1/2025 to 4/30/2026: \$38,435.20
- 5/1/2026 to 4/30/2027: \$48,518.48

RTA seeks to correct the existing situation and puts forth a resolution that will address and fund the remaining term of the contract. Pending Board approval, the three-year contract year one is ratified for a total cost not to exceed \$194,142.79.

The Asset Management Division seeks a replacement solution and intends to use the two-year span to identify and implement the new solution.

#### FINANCIAL IMPACT:

The subscriptions will be funded from the IT Departments approved annual operating budget codes 01.2900.02.7140.170.00.00.00000.00000 for a total cost of \$194,142.79.

#### NEXT STEPS:

With Board approval, staff will assign a purchase order and complete the project.

#### ATTACHMENTS:

- 1. Resolution
- 2. Procurement summary / Routing sheet
- 3. Ron T SaaS 23 Fac PO 915086
- 4. Ron T SaaS 23 Inv PO 914715
- 5. RT-Facilities-PO\_RTAP\_00468\_0
- 6. **RT-Maint-PO\_RTAP\_00412\_0**
- 7. NORTA Signed Agreement

Prepared By:	Doris O'Sullivan
Title:	Senior Project Manager of Information Technology
Reviewed By:	Sterlin Stevens
Title:	Director of Information Technology
Reviewed By:	Dwight Norton
Title:	Chief Planning & Capital Projects Officer

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

Konadurand Hondand

4/1/2025

Lona Hankins Chief Executive Officer Date



504.827.8300

www.norta.com

<b>RESOLUTION NO.</b>	
FILE ID	25-041
STATE OF LOUISIANA	

PARISH OF ORLEANS

# AUTHORIZATION TO RATIFY CONTRACT AWARD TO RON TURLEY FLEET MANAGEMENT SYTEM

Introduced	by			Commissioner
	,	seconded	by	Commissioner

WHEREAS the Chief Executive Officer is authorized to ratify a three-year contract with Ron Turley Fleet Management System (RTA FMS) for the continued use of fleet management software.; and

WHEREAS, When Transdev managed Regional Transit Authority (RTA), one of the software systems brought on-board by RTA FMS was the Software as a Service (SaaS) fleet management system from which Transdev managed inventory and maintenance work orders. First implemented in August 2009, annual renewals were procured via Sole Source and continued until May 2024 at which time a multi-year agreement was executed; and

**WHEREAS** Staff seeks authorization to ratify the negotiated Agreement with an initial term of three (3) years, and the right to extend the term for up to four (4) optional one (1) year extensions under the same terms. Staff puts forth a resolution that will fund the Agreement for the initial three (3) year term. The Asset Management division seeks a replacement solution and intends to use the remaining two-year period to identify and implement a new solution; and pending the Board



504.827.8300

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RESOLUTION NO. \_\_\_\_\_ Page 2

approval to ratify the agreement for a total cost not to exceed \$194,142.79; and

WHEREAS The funding is currently available through local funding via account code 01.2900.02.7140.170.00.00.00000.00000 for a total cost not to exceed \$194,142.79; ONE HUNDRED NINTY FOUR THOUSAND ONE HUNDRED FORTY-TWO DOLLARS AND SEVENTY-NINE CENTS and

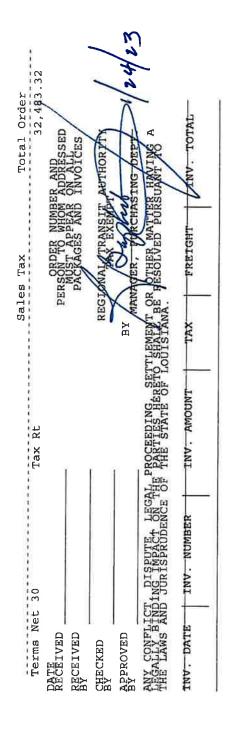
**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, authorizes the ratification of the initial three (3) year agreement with four (4) on (1) year optional years, between the Regional Transit Authority and Ron Turley Fleet Management System.

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

AND THE RESOLUTION WAS ADOPTED ON THE 22<sup>ND</sup> OF APRIL 2025.

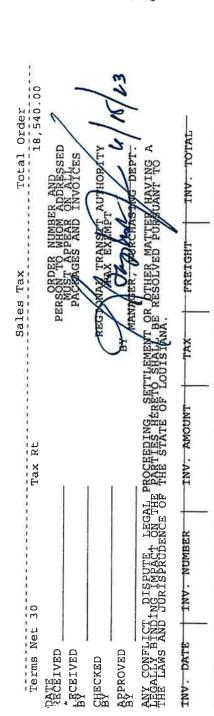
FRED A. NEAL, JR. CHAIRMAN BOARD OF COMMISSIONERS

äty-8407 Page - 1/24/2 <sup>1</sup> 827-8407 Dage - 1/24/2 <sup>1</sup> 0119 OrdeFl <sup>No.</sup> 914715-000	SHIP REGIONAL TRANSIT AUTHORITY TO 2817 CANAL STREET NEW ORLEANS, LA 70119	annual renewal 106819 Sterlin PROMISED DELIVERY DATE - 02/23/23	UM Unit Cost Extension EA 32,483.3200 EA 32,483.32
INV.: Regional Transit Authority 827-8407 TNV.: Accounting Dept (504) 827-8407 New Orieans, Louisiana 70119	RON TURLEY ASSOCIATES INC 17437 N 71ST DRIVE SUITE 110 GLENDALE AZ 85308	Ordered 01/24/23 Vendor No. 5723774 Freight Default - Handling Code	Description / Supplier Item Ron Turley Annual Subscript Non Stock Inventory Purchas INVENTORY MAINT SYSTEM



6/15/2 <sup>1</sup> 915086-0002	ГТҮ
Page - Dage - Order No Brn/Flt	SHIP REGIONAL TRANSIT AUTHORITY 10 2817 CANAL STREET NEW ORLEANS, LA 70119
Regional Transit Authority : Accounting Dept (504) 827-8407 New Orieans, Louisiana 70119	SHIP REGIONAL 10 2817 CAN
INV : Regional Tran Decounting D New Orieans, L	RON TURLEY ASSOCIATES INC 17437 N 171ST DRIVE SULTE 1 10 AZ 85308 GLENDALE AZ 85308

Ordered 06/15/23 Vendor No. 5723774 Maintenance software Prelivery Default - Handling Code PROMISED DELIVERY DATE - 06/30/23	
Ordered Peltverv Freight	



th effect



Supplier Details:

Company Contact Address 17437 N 71ST DRIVE SUITE 110 GLENDALE, AZ 85308

Submit your response to:

Company Regional Transit Authority Contact Shaun Temple Address 2817 Canal Street NEW ORLEANS, LA 70119 Phone Fax E-mail stemple@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 agreement between Regional Transit Authority and RON TURLEY ASSOCIATES INC is authorized for binding commitment. The parties hereto have read and executed this agreement as of <u>Tuesday</u>, <u>April 16, 2024</u>.

RTAP_00412	Order
16-APR-2024	Order Date
0	Change Order
16-APR-2024	Change Order Date
0	Revision
34,107.00 USD	Ordered

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

Supplier RON TURLEY ASSOCIATES INC 17437 N 71ST DRIVE SUITE 110 GLENDALE, AZ 85308

Bill To	RTABU 2817 Canal Street NEW ORLEANS, LA 70119 UNITED STATES	Attn: Accounts Payable 2817 CANAL STREET NEW ORLEANS, LA 70119 JNITED STATES
	Notes USD = US Dollar	

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
Confirm To Shaun Temple	5723774	Net 30	Dori	ver To Contac s O'Sullivan ail <b>dosullivan</b>	et @rtaforward.org
ne Item		Price	Quantity	UOM	Ordered Taxable
<ol> <li>Continuation of SaaS su currently in place at RTA active and in use by Mai</li> <li>Transportation, Inventor Facilities departments. Sused to maintain purcha inventory, and assets at RTA.</li> </ol>	A which is ntenance, y, and Software	34,107.00		USD	
		Promised	1	USD	34,107.00
		Requested 4/18/24			
Requested and	Promised Dates corresp	bond to the date of arriv	•	Location. <b>ne Total</b>	34,107.00
				Total	34,107.00

2



Supplier Details:

Company Contact Address 17437 N 71ST DRIVE SUITE 110 GLENDALE, AZ 85308

Submit your response to:

Company Regional Transit Authority Contact Shaun Temple Address 2817 Canal Street NEW ORLEANS, LA 70119 Phone Fax E-mail stemple@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 agreement between Regional Transit Authority and RON TURLEY ASSOCIATES INC is authorized for binding commitment. The parties hereto have read and executed this agreement as of <u>Tuesday</u>, <u>May 07</u>, <u>2024</u>.

RTAP 00468	Order
	Order Date
07-MAY-2024	
0	Change Order
07-MAY-2024	Change Order Date
	Ũ
0	Revision
19,838.00 USD	Ordered

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

Supplier RON TURLEY ASSOCIATES INC 17437 N 71ST DRIVE SUITE 110 GLENDALE, AZ 85308

Bill To	RTABU 2817 Canal Street NEW ORLEANS, LA 70119 UNITED STATES	Ship To	Attn: Accounts Payable 2817 CANAL STREET NEW ORLEANS, LA 70119 UNITED STATES
	<i>Notes</i> USD = US Dollar		

Cus	stomer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
~	<i>"</i> <del>–</del>	5723774	Net 30	5."		
	nfirm To				r To Contac	l .
Sha	aun Temple				n Stevens Isstevens@	rtaforward.org
ine	Item		Price	Quantity	UOM	Ordered Taxable
1	Ron Turley Facilities Subs Renewal	cription	19,838.00		USD	
			Promised	1	USD	19,838.00
			Requested 5/7/24			
	Requested and P	romised Dates corresp	oond to the date of arriv	/al at the Ship-to Lo	ocation.	
				Line	Total	19,838.00
					Total	19,838.00

#### Services Agreement for RTA Fleet Management Software-as-a-Service by Ron Turley Associates Inc

This Application Services Agreement for RTA Fleet Management System ("Agreement") is between *Ron Turley Associates, Inc.* ("RTA"), 17437 N 71<sup>st</sup> Drive, Suite 110, Glendale, AZ 85308, and New Orleans Regional Transit Authority ("COMPANY") 2817 Canal Street, New Orleans, LA 70119 subject to the terms of this Agreement. The terms stated herein apply for both the Gold and Platinum tier plans.

#### 1. RTA's Service Provided and COMPANY's Use of the Service

- a. RTA will allow COMPANY to access software provided by RTA through use of encrypted and password protected Web Application, Mobile Application and API's (collectively the "Service").
- b. COMPANY is hereby granted a non-exclusive, non-transferable, limited license to access and use the Service subject to the terms and conditions contained in this Agreement.
- c. RTA does not review or pre-screen the contents of electronic data uploaded or posted to the Service ("Content") by the COMPANY, and RTA claims no intellectual property rights with respect to the Content.
- d. COMPANY agrees not to reproduce, duplicate, copy, sell, resell, or exploit access to the Service, use of the Service, or any portion of the Service, including, but not limited to the HTML or any visual design elements without the express written permission from RTA.
- e. COMPANY agrees not to modify, reverse engineer, adapt or otherwise tamper with the Service or modify another website so as to falsely imply that it is associated with the Service, RTA, or any other software or service provided by RTA.
- f. COMPANY agrees not to use the Service in any manner which may infringe copyright or intellectual property rights or in any manner which is unlawful, offensive, threatening, libelous, defamatory, pornographic, and obscene or in violation of this Agreement.
- g. The Service is protected by United States and international copyright laws and treaties, as well as other laws and treaties. Except for the non-exclusive license granted pursuant to this Agreement, COMPANY acknowledges and agrees that all ownership, license, intellectual property and other rights and interests in and to the Service shall remain solely with RTA.
- h. RTA reserves the rights at any time, and from time to time, to modify or discontinue, temporarily or permanently, any feature associated with the Service, with 30 day written notice.
- i. RTA reserves the right to temporarily suspend access to the Service for operational purposes, including, but not limited to, maintenance, repairs, or installation of upgrades, and will endeavor to provide 24-hour notice prior to any such suspension, as detailed in section 8.

Agreement for RTA Fleet Management Software Page 1 of 10

- j. COMPANY understands and acknowledges that while the software application is not certified, the data center and network equipment provided by AWS holds multiple certifications, viewable at
  - https://aws.amazon.com/compliance/programs/.
- k. RTA will provide access to data backups on an automated, scheduled interval should COMPANY desire to archive a local copy of the data backup files. Email support <u>artafleet.com</u> to request this additional service option. No additional fee is charged for this optional service.
- 1. The COMPANY understands and agrees that RTA cannot and does not control the flow of data to or from the network or on other portions of the internet. At times, actions or inactions of third parties may impair or disrupt COMPANY's connections to the internet or portions thereof.

#### 2. Payment

- a. Annual subscription prices are listed in Exhibit A of this Agreement.
- b. COMPANY will pay within 30 days of receipt of an RTA invoice.
- c. Such invoices will begin upon execution of this Agreement with Net 30 terms and will continue on the recurring basis as specified in the pricing proposal following execution of the Agreement. Any payments received after the first day of each calendar month are subject to a late fee equal to one and one-half percent per month, calculated on a daily basis.
- d. No refunds or credits will be issued for partial months that COMPANY utilizes the Service. Pro-rated refunds will be paid 60 days after the last day of service.
- e. If COMPANY fails to pay any payment due within Thirty (30) days of the received RTA invoice, RTA shall have the right to suspend the COMPANY's access to the Service or take any other steps necessary to ensure payment.
- f. COMPANY may purchase upgrades to the software or service at any time during the term of this Agreement, such as additional vehicle asset licenses, additional user licenses, or software add-on modules. Applicable pricing increase for the upgrades will be applied to the next billing cycle or the following month, whichever is closest.
- g. If at any time, service is shut off due to non-payment of outstanding invoices, a \$250.00 Service Fee will be invoiced to restore service.

#### 3. Term of Service

- a. If COMPANY should wish to cancel the Agreement, it may do so by providing thirty (30) days' notice to RTA of intent to cancel and paying all outstanding charges.
- b. The Agreement shall be for an initial term of three (3) years, with the right to extend the term for up to four (4) optional one (1) year extensions under the same terms as the Agreement, subject to a price increase of the higher of 3% or the current year CPI.

Agreement for RTA Fleet Management Software Page 2 of 10

- c. RTA, in its sole discretion, has the right to suspend or discontinue providing the Service to COMPANY, with 30 days' notice, for non-compliance with this Agreement, and pursue any other remedy legally available to it.
- d. Upon cancellation or termination of this Agreement, RTA will provide a system backup which will be made available for download by COMPANY.
- e. Upon cancellation or termination of this Agreement, all Content associated with such subscription will be irrevocably deleted from the Service after 90 days, and RTA will have no obligations to maintain such Content thereafter.
- f. All outstanding balances must be paid in full prior to data backups being delivered to COMPANY.

#### 4. COMPANY Obligations

- a. COMPANY shall designate, in writing, contact information for at least two representatives, including emergency contact information. Such representatives shall be notified via e-mail or phone in the event of any emergency related to the Service such as cyber security breach, data loss, or complete service outage. Any obligation of RTA related to any emergency shall be completed once RTA contacts either of the representatives either by telephone message or by sending an email message to a representative. If COMPANY fails to designate such emergency contacts, RTA shall have no obligation in an emergency.
- b. COMPANY shall comply with all reasonable requests of RTA, including, but not limited to, delivering information to RTA such as is necessary to perform the Service. RTA shall not be liable for any failure to deliver the Service that is caused by the failure of COMPANY to comply herewith.

#### 5. Representations of the Parties

a. Each party hereto represents and warrants that as of now, and at all times throughout this Agreement, (1) it is duly organized and has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement; and (2) the performance of its obligations under this Agreement does not violate any laws or regulations and does not breach any agreements with third parties.

#### 6. Warranty and Limitation of Liability

- a. RTA warrants that the Services and intellectual property rights provided by RTA or used by RTA to provide the Services do not infringe on the intellectual property rights of any third party in the United States.
- b. RTA and its officers, employees and affiliates shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, damage to COMPANY's equipment, goodwill, use, data or other intangible losses, regardless of whether RTA had notice of the possibility of such damages, resulting from the use of the Service,

Agreement for RTA Fleet Management Software Page 3 of 10 except in the event of such damages arising out of or relating to the willful or negligent act, or willful or negligent omission of RTA, its officers, employees, agents or affiliates, or a breach of RTA's warranty in section 6(a), above.

- c. Notwithstanding anything to the contrary in this Agreement, RTA shall abide by all of its established security procedures and its online privacy policy, if applicable, in all respects; shall at all times comply with its privacy policy and all applicable laws, rules and regulations, and shall use commercially reasonable efforts to prevent the accidental unauthorized use, copying or disclosure of COMPANY's personal information. RTA shall maintain reasonable security measures designed to ensure the confidentiality of such personally identifiable data and to protect it from unwarranted, accidental or unauthorized access, disclosure, modification or destruction.
- d. RTA will defend, indemnify and hold harmless COMPANY and its affiliates, its respective shareholders, directors, officers, employees, subcontractors, agents and representatives during and after the Term of this Agreement from and against any and all third-party claims, demands, suits, judgments, settlements, losses, liabilities, deficiencies, and expenses of any nature (including reasonable attorneys' fees) to the extent resulting from, or arising out of RTA's performance under this Agreement, including, but not limited to, any actual or alleged: (i) negligent acts or omissions to the extent attributable to RTA; (ii) any breach of a third party's intellectual property rights allegedly to the extent caused by RTA and/or, for additional clarity, any claim that intellectual property rights furnished by RTA infringes on the intellectual property rights of any third party RTA specifically disclaims any duties or obligation to defend, indemnify, or pay for any losses, liabilities, claims, deficiencies, and expenses of any nature (including attorneys' fees) incurred by COMPANY to the extent arising out of COMPANY's own negligence (including passive or active), nonfeasance, or malfeasance or other breach arising out of this Agreement.

#### 7. Database Access Provisions

- a. In consideration for using the SQL Database format of RTA, RTA is offering this section as a Letter of Understanding concerning the DATA and issues that may arise in connection with an open database system. If COMPANY has requested direct access to the database, be it understood that:
- b. To provide direct connection to the COMPANY SQL database, making it available for connection from SQL Management Studio, Crystal Reports, or integrating with other SQL-aware applications, RTA must place the database on a SQL database server that is connected to the internet. The SQL server connection string listens on a non-standard port and is protected by standard SQL Server security features. A user account specific to COMPANY will be provided and is used solely to access the database. For additional security, a firewall prevents anonymous entities from connecting to the database server. COMPANY will need to provide RTA with the public IP address(es) from which COMPANY will be connecting to the database so that we may allow the connection.

Agreement for RTA Fleet Management Software Page 4 of 10

- c. All database connections are read only.
- d. COMPANY is hereby notified that if a data element in a table is deemed to be invalid, RTA will use all diligence to determine the nature of the source of the invalidity. If source of the error is determined to be from an outside query operation or user modification to the data, RTA can assist in correcting the data at our standard professional services rate of \$250/hour.
- e. RTA is requesting that write access to the data be limited (e.g., Not available to non-technical users) to only certain users of the Service.
- f. RTA recognizes the value of using database systems to enhance data availability, access, and reporting. RTA Tech support will support the normal database access questions (field definitions, linkage relationships) but cannot assist in writing queries, forms, or other data-access objects and methods without a formal engagement for those services.
- g. COMPANY will specify static IP addresses that will be connecting to the RTA database by emailing Company Name and IP address(es) to support@rtafleet.com. Connections from all other addresses outside the Service will be blocked.

#### 8. Service Level Agreement (SLA)

- a. Service Scope. The following Services are covered by this section:
  - 1. Staffed telephone support
  - 2. Monitored email support
  - 3. Software monitoring
  - 4. Data Center monitoring
  - 5. Service Uptime
- b. **COMPANY Requirements.** COMPANY responsibilities and/or requirements in support of this Agreement include:
  - 1. Payment for service-related invoices at the agreed interval.
  - 2. Reasonable availability of COMPANY representative(s) and/or COMPANY IT staff when resolving a service-related incident or request.
  - 3. COMPANY IT staff is responsible for local computers, printers, and local network infrastructure maintenance.
  - 4. COMPANY IT staff is responsible for maintaining a suitable internet connection and communication with applicable Internet Service Providers.
  - 5. COMPANY will notify RTA by email (<u>support@rtafleet.com</u>) of changes in staff requiring addition or deletion of server user accounts within 1 business day.
  - 6. COMPANY maintains user accounts and user privileges within the RTA Fleet Management Software.
  - 7. Provide information about hours of operation to assist service administrators in scheduling planned maintenance for minimal disruption to COMPANY.
  - 8. If hours of operation coincide with RTA business hours, work with service administrators to accommodate necessary maintenance during business hours.

Agreement for RTA Fleet Management Software Page 5 of 10

81

- c. **RTA Requirements**. **RTA's** responsibilities and/or requirements in support of this Agreement include:
  - 1. Installing, configuring, and maintaining servers and network infrastructure related to the service.
  - 2. Maintaining disk storage related to the service.
  - 3. Appropriate notification to COMPANY for scheduled maintenance which would occur during COMPANY's normal operating hours (operating hours provided by COMPANY to RTA during initial setup of the service).
  - 4. Appropriate notification to COMPANY for major data or system architecture changes.
  - 5. Install upgrades and updates to the Fleet Management Software.
  - 6. Provide access to downloadable data backups on an automated, scheduled interval should COMPANY desire to archive a local copy of the data backup files. COMPANY will submit request to service administrators (<u>support@rtafleet.com</u>) if access to data backups is desired.

7. Service Commitment. Use commercially reasonable efforts to make the service available with a Monthly Uptime Percentage of at least 99.8%, in each case during any calendar month.

- 1. In the event RTA does not meet the Service Commitment, COMPANY will be eligible to request a Service Credit.
- 2. If the monthly uptime is between 99.5% and 99.79%, COMPANY may request up to 10% of the monthly service charge.
- 3. If the monthly uptime is less than 99.5%, COMPANY may request a credit of 50% of the monthly service charge.
- 4. Ensure that data backups are encrypted using 256-bit Advanced Encryption Standard (AES-256).
- 5. Ensure that 3 copies of data backups are retained for 90 days, then permanently deleted.
- 6. Ensure that backups are stored in separate physical data center campuses.
- 7. Use commercially reasonable efforts to achieve the following Recovery Point Objective:
  - If SQL data needs to be restored as a result of a data entry error or other issue not related to storage media failure, the data can be recovered to any recent point in time within 1 minute of the problem.
  - If SQL data needs to be restored as a result of physical storage media failure, the data can be restored with a maximum loss of 15 minutes of data.
  - If images, documents, saved reports, data export files, etc. need to be restored, the data can be restored with a maximum loss of 2 hours. If Vision format data needs to be restored, the data can be restored with a maximum loss of 4 hours.

Agreement for RTA Fleet Management Software Page 6 of 10

- d. Exclusions. The Service Commitment does not apply to any unavailability, suspension or termination of service or performance issues: (i) that result from a suspension of the Agreement; (ii) caused by factors outside of RTA's reasonable control, including any force majeure event or Internet access or related problems beyond the physical point at which the private network of Ron Turley Associates' data center connects to the public network; (iii) that result from COMPANY equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within RTA's direct control); (iv) that result from any scheduled maintenance, with at least one business day notice provided to COMPANY via email; (v) that result from any routine scheduled maintenance outside of COMPANY's normal business hours; (vi) arising from RTA's suspension and termination of COMPANY's right to use the Fleet Management Software service in accordance with the Agreement. If availability is impacted by factors other than those used in RTA's Monthly Uptime Percentage calculation, then RTA may issue a Service Credit considering such factors at RTA's discretion.
- e. Service Availability. Coverage parameters specific to the service(s) covered in this Agreement are as follows:
  - Access to the service: 24/7 (99.8% uptime)
  - Telephone support: 5:00 A.M. to 5:00 P.M. Monday Friday Arizona Time
    - · Calls received out of office hours will be handled on the next business day
    - Calls received on holidays will be handled on the next business day
    - Email support: Monitored 5:00 A.M. to 5:00 P.M. Monday Friday
    - Emails received outside of office hours handled on the next business day
    - Software monitoring: Monitored 5:00 A.M. to 5:00 P.M. Monday Friday
    - RTA Fleet Management Software records error conditions to a log file when possible. RTA service administrators monitor the logs and perform necessary actions during business hours.
    - Data Center monitoring: 24/7
    - Server hardware and data center network are monitored with industry standard tools 24/7 by RTA service administrators as well as technicians on duty at the contracted Network Operations Center where RTA servers are located.
- f. Service Requests. In support of services outlined in this Agreement, the RTA will respond to service-related incidents and/or requests submitted by the COMPANY within 0-4 hours (during business hours) and provide an incident status to COMPANY staff.

#### 9. Miscellaneous Provisions

Agreement for RTA Fleet Management Software Page 7 of 10

- a. COMPANY shall not assign this Agreement without the express written consent of RTA, which shall not be unreasonably withheld. Any assignment contrary to this provision will be null and void.
- b. Any notice required to be given under this Agreement shall be in writing and may be made either by over-night mail or by electronic mail with return receipt requested. Such notice will be deemed given the following business day regardless of the manner in which it was sent. Notice to COMPANY shall be delivered to the email address for COMPANY's primary contact on file. Notice to RTA shall be given to the following email address: <u>support@rtafleet.com</u>.
- c. RTA may not use the name of COMPANY in its marketing efforts or any other use of the name of COMPANY without prior written consent from COMPANY.
- d. Dispute Discussion. In the event of a dispute between the Parties arising out of this Agreement, representatives of each Party shall meet (either in person or by telephone), within 10 days after receipt of a notice from either Party specifying the nature of the dispute, to review a Party's claims for the basis of such dispute and attempt to resolve in all such claims. Thereafter, if the Parties are unable to resolve the dispute within such time period, the matter shall be escalated to a Vice President (or a more senior officer) of each party, who will meet, either in person or by telephone, within 15 days of such escalation. If the dispute remains unresolved after such escalation, then the Parties may proceed with all remedies available at law or equity.
- e. Severability; Waiver. If any provisions of this Agreement are held to be invalid, illegal, or unenforceable under present or future laws, such provisions will be struck from this Agreement or amended, but only to the extent of their invalidity, illegality, or unenforceability. The parties remain legally bound by the remaining terms of this Agreement, and this Agreement will be deemed reformed in a manner as consistent as reasonably possible with the original intent of the parties as expressed in this Agreement. Failure of either party to enforce any right under this Agreement will not be deemed a waiver of such right and will not constitute a waiver of its future enforcement of such right or any other rights.
- f. Integration; Modification. This Agreement expresses the complete and final understanding of the parties with respect to the subject matter hereof, and supersedes all prior communications between the parties, whether written or oral, with respect to the subject matter hereof. No modification of this Agreement will be binding upon the parties hereto, unless in writing and executed by COMPANY and RTA.
- g. Headings; Number and Gender. All headings and captions are for convenience only and are of no meaning in the interpretation or effect of this Agreement. Words in the singular include the plural and words in the plural include the singular, according to the requirements of the context. Words importing a gender, or no gender include all genders.
- h. The respective rights and obligations of RTA and COMPANY, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the rights and obligations regarding payment, ownership, confidentiality, limitation of liability, indemnification, cybersecurity,

Agreement for RTA Fleet Management Software Page 8 of 10 and data access and ownership, shall survive the termination or expiration of this Agreement.

#### 10. Changes to this Agreement

- a. RTA or COMPANY may update or modify this Agreement from time to time. Any updates or modifications must be done in writing and mutually executed. If the parties mutually agree to modify this Agreement during the License Term or Subscription Term, the modified version will be effective upon the next renewal of a License Term, Support and Maintenance term, or Subscription Term, as applicable.
- b. This Agreement remains valid until superseded by a revised agreement mutually agreed upon by RTA and COMPANY. This Agreement *supersedes* and replaces any prior *agreements*, representations, or understandings, whether written, oral, or implied, between RTA and COMPANY regarding the agreement described herein.

#### NEW ORLEANS REGIONAL

#### TRANSIT AUTHORITY

INDERS By Nam Title: Date:

#### RON TURLEY ASSOCIATES INC

Bγ Name Title: Date:

Agreement for RTA Fleet Management Software Page 9 of 10

#### Exhibit A – Pricing

RTA's pricing structure encompasses all applicable licensing fees, and ongoing maintenance and support fees. We offer a tiered pricing structure, with price calculated based on number of assets.

#### Gold RTA FMIS Includes:

Vehicle Information, Preventive Maintenance (PM) Scheduling, Parts Inventory Tracking, Parts-Kit functionality, Purchase Orders, Work Orders, Repair Histories, Mechanic Productivity Tracking, over 40+ Reports, Trainings Videos, Virtual Training.

#### **Gold Tier Benefits:**

Access to eDVIR app, Annual Fleet Optimization Consultation, 1 RTA User Conference ticket.

#### Serial number: RTA03181 - Facilities - Gold Tier

First year amount below based on 6 full user licenses (\$1102.11 each) and 15 mechanic licenses (\$881.69 each). Pricing model subject to change.

Subscription Year	List Price *	Discount %	NORTA Price
5/1/2024 to 4/30/2025	\$53,631.00	63.0%	\$19,838,00
5/1/2025 to 4/30/2026	\$55,239.93	56.1%	\$24,250.45
5/1/2026 to 4/30/2027	\$56,897.13	49.0%	\$28,993.66

#### Platinum RTA FMIS Includes:

Vehicle Information, Preventive Maintenance (PM) Scheduling, Parts Inventory Tracking, Parts-Kit functionality, Purchase Orders, Work Orders, Repair Histories, Mechanic Productivity Tracking, over 40+ Reports, Access to Trainings Videos, and Virtual Training.

#### Platinum Tier Benefits:

Access to eDVIR app, RTA Inspect for paperless inspections, Annual Fleet Optimization Consultation, 3 RTA User Conference tickets.

#### Serial number: RTA02915 - Maintenance - Platinum Tier

Subscription Year	List Price *	Discount %	NORTA Price
5/1/2024 to 4/30/2025	\$45,720.00	25.4%	\$34,107.00
5/1/2025 to 4/30/2026	\$47,091.60	18.4%	\$38,435,20
5/1/2026 to 4/30/2027	\$48,504.35	10.9%	\$48,518.48

First year amount below based on 600 assets starting at \$56.845 per asset.

\*Assuming 3% projected price increase, however, actual increase will be the greater of 3% or current year CPI.

Both serial numbers will be invoiced together on one invoice.

Agreement for RTA Fleet Management Software Page 10 of 10



#### **Regional Transit Authority** SOLE SOURCE JUSTIFICATION FORM FOR TRANSACTION OVER \$25,000

#### FOR PROCUREMENT USE ONLY:

FTA C 4220.1F states: Sole Source Justification - If the recipient decides to solicit an offer from only one source, the recipient must justify its decision adequately considering the standards of subparagraph 3.i(1)(b) of this Chapter. This procurement can be defined as any contract entered without a competitive process. based on a justification that only one known source exists or that only one single supplier can fulfill the requirements. FTA expects this sole source justification to be in writing.

1. The materials/services listed on Requisition number # is available from only one source and competition is precluded for reasons indicated below. There are no substitutes available.

MANUFACTURER	
Manufacturer Name	Ron Turley Associates, Inc
Manufacturer Address	RTA Fleet Management Software, 17437 N 71st Dr., Ste 110, Glendale, AZ 85308
Manufacturer's Dealer/Representative	Jacob Turley
Dealer/Representative address and Phone	jacobturley@rtafleet.com; 623-581-2447

2. This acquisition is restricted to the following source:

3. Description of the materials/service required, the estimated cost, and required delivery date.

DESCRIPTION	
Matrials/Services/Product	Ron Turley Associates, Inc
Estimated Cost	\$140,197.79
Required Delivery Date	March 21, 2025

4. Specific characteristics of the materials/service that limit the availability to a sole source are unique features and functionality of the system

Continuation of SaaS subscription currently in place at RTA which is active and in use by Maintenance, Transportation, Inventory, and Facilities departments. Software used to maintain purchasing, inventory, and assets at RTA.

Requisition for remaining two-years of a three-year agreement. Full amount of the three-year agreement is \$194,142.79. The first year of the agreement received RTAP\_00468 for Facilities at \$19,838.00 and RTAP\_00412



for Maintenance at \$34,107.00 (Total \$53,945.00). The requisition is to unify the purchase into one PO, and

provide to the board for final review.

5. Reason for sole-source

Other information to support sole-source

(a) Sole Source. When the recipient requires supplies or services available from only one responsible source, and no other supplies or services will satisfy its requirements, the recipient may make a sole source award. When the recipient requires an existing contractor to make a change to its contract that is beyond the scope of that contract, the recipient has made a sole source award that must be justified.

#### **Unique Capability or Availability**

**Unique or Innovative Concept** 

#### CERTIFICATION

I certify that statements checked, and information provided above are complete and correct to the best of my knowledge. I understand that the processing of this Sole-Source Justification precludes the use of full and open competition.

REQUESTOR	
Request ID #	256
Name	O'SULLIVAN, DORIS
Title	PROJECT MANAGER III
RTA Extention	8380

<u>O'SULLIVAN, DORIS</u>	<b>February 21, 2025</b>
Requestor	Date

...

TO

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

Department Head: Sterlin J Stevens	
<u>Sterlin J Stevens</u>	March 19 2025
Signature	Date

#### **B.** Certification of Authorized Grant:

- 04

Is this item/specification consistent with the Authorized Grant?

**Director of Grants/ Federal Compliance :** 



Date

C. Safety, Security and Emergency Management:	Include Standard Safety Provisions Only:
Additional Safety Requirements Attached	
Chief: Michael J Smith	
<u>Michael J. Smith</u>	March 24 2025
Signature	Date
Risk Management:	
Include Standard Insurance Provisions Only?	
true	
Include Additional Insurance Requirements Attached ?	,
false	
Risk Management Analyst: Marc L Popkin	
<u>Marc L Popkin</u> Signature	March 24 2025 Date
D. Funding Source:	

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

#### Multiple Years allocation if required:

Year	Amount	
Year-1		
Year-2		
Year-3		
Year-4		
Year-5		
Total all years		

Estimated Amount: \$140,197.79

Total Estimated Cost: \$140,197.79

Funding Type: Local

Capital/Grant Project ID:

Federal Funding	State	Local	Other
-----------------	-------	-------	-------

Regional Transit Authority

March 24, 2025

% Small Business

March 24 2025

Date

March 24 2025 Date

### **F.** Information Technology Vetting:

**IT Director: Sterlin J Stevens** 

<u>Sterlin () Stevens</u>

#### Signature

G. Authorizations: I have reviewed and approved this sole source justification request.

**Chief: Dwight Daniel Norton** Dwight Daniel Norton Signature

0

Signature

Signature

**Adonis Charles Expose** Adonis Charles Expose

**Adonis Charles Expose** <u>Adonis Charles Expose</u>

**DBE/EEO Compliance Manager:** 

**E. DBE/SBE GOAL:** 

<b>Budget Analyst:</b>	Erin	Ghalayini

**Director of Small Business Development:** 

<u>Erin Ghalayini</u>

Signature

0

#### \$140,197.79 **Projected Fed Cost** Other State Local \$140,197.79

FTA Grant IDs	Budget Codes
	01-2900-02-7140-170-00-00-00000-00000
	01-2900-02-7140-170-00-00-00000-00000



March 19 2025

Date

% DBE

March 24 2025

Date

Date



Director of Procurement: Ronald Geran	rd Baptiste
<u>Ronald Gerard Baptiste</u>	March 26 2025
Signature	Date
Chief Financial Officer:: Required if Total	l Cost above \$15K
<b>Gizelle Johnson Banks</b>	
<u>Gizelle Johnson Banks</u>	March 26 2025
Signature	Date
Chief Executive Officer:: Required if Tota	l Cost above \$50K
Lona Edwards Hankins	
Lona Edwards Hankins	March 26 2025
Signature	Date



Board Report and Staff Summary

File #: 25-053

**Board of Commissioners** 

[04.22.25 Board Meeting PowerPoint]

April 22, 2025

## New Orleans Regional Transit Authority

## **Monthly Board Report**



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, April 22, 2025, at 10:00 a.m. Please be aware that wearing masks in the boardroom is encouraged.

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: <u>rtaboard@rtaforward.org prior to the meeting; or 3) By U.S. Mail</u> <u>send to 2817 Canal Street, Attention: Office of Board Affairs, New</u> Orleans, LA 70119. Live stream access: norta.legistar.com





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, New Orleans, LA 70119, or call 504-827-8341 or by email (<u>rtaboard@rtaforward.org</u>).





# 1. Call to Order

### 2. Roll Call

### **3. Consideration of Meeting Minutes**

### [Board of Commissioners Minutes – 03.25.25]





### 4. Reports

A. RTA Chairman's Report





### **RTA Board of Commissioners Annual Retreat**







### 4. Reports

**B.** Operations & Administration Committee Chairman's Report





### 4. Reports

**C. Finance Committee Chairman's Report** 





### D. RTA General Counsel's Report





### 4. Reports

E. RTA Chief Executive Officer's Report

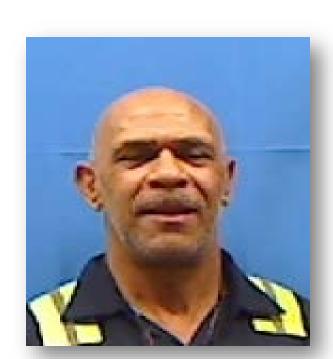




# EMPLOYEE OF THE MONTH AND QUARTER



WHITNEY MATTHEWS OPERATIONS BUS OPERATOR



TROY ANCAR STOCK CLERK MAINTENANCE



VERNON JULIAN TRANSIT OPERATIONS SUPERVISOR Administrative Employee of the Quarter



**RTA Board of Commissioners Meeting** 



### ROLL TO JAZZ FEST WITH RTA!

Streetcar to City Park - City Park/Museum (#48) or Canal/Cemeteries (#47) Streetcars,

**Esplanade** - **RT 91 - Jackson/Esplanade** for the closest stop near the Fest!

**Uptown- St. Charles Streetcar (#12)**, then transfer to **City Park/Museum (#48) or Canal/Cemeteries (#47)** 

Jazzy Passes: \$3 a day or \$8 FOR 3 DAYS

Fares can be purchased on all RTA vehicles, through the Le Pass app, and at the kiosk at 2817 Canal or the Canal Station and at the mobile unit at Canal and Bourbon.







# **INTERGOVERNMENTAL AFFAIRS**

## FEDERAL PRIORITIES

- APTA TESTIMONY

### STATE AND LOCAL PRIORITIES

- 2025 REGULAR LEGISLATIVE SESSION
- JOINT TRANSPORTATION, HIGHWAY, AND PUBLIC WORKS COMMITTEE MEETING



# **Questions?**



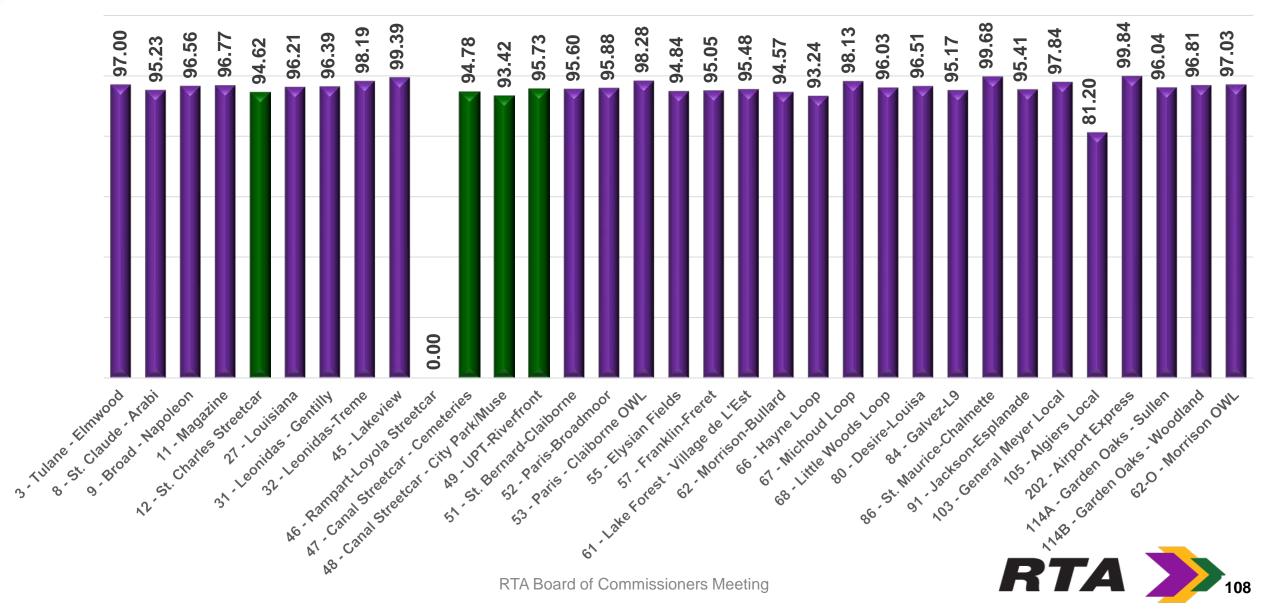
# 4. Reports

F. RTA Chief Transit Officer's Report

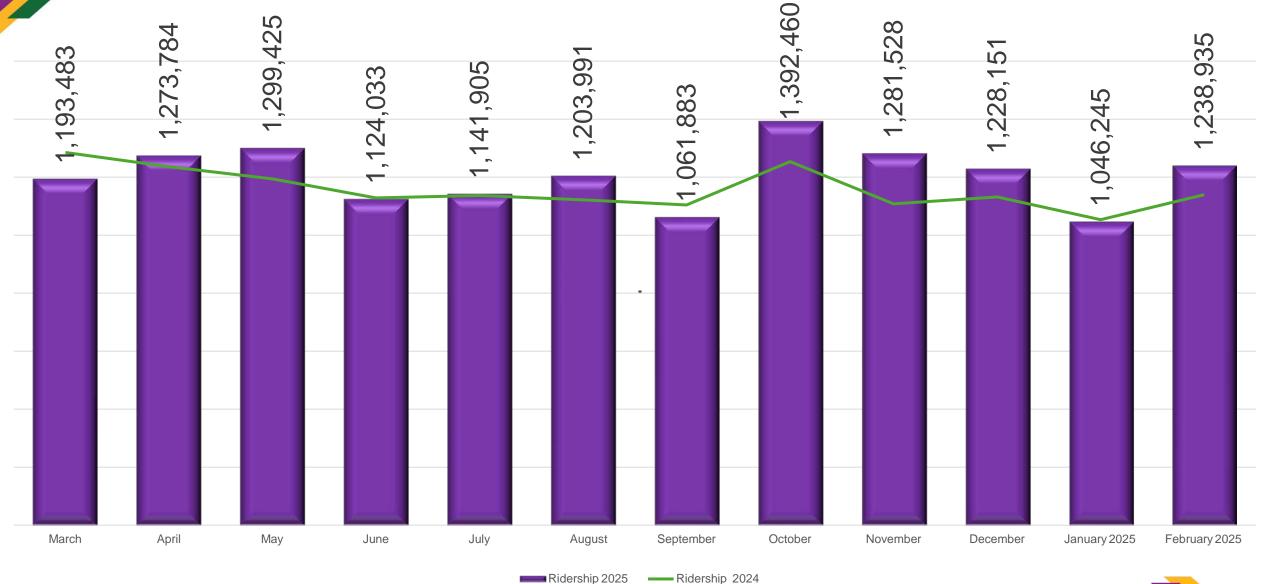




### SERVICE DELIVERY | FEBRUARY 2025



#### TOTAL RIDERSHIP - BUS, STREETCAR, PARATRANSIT & FERRY

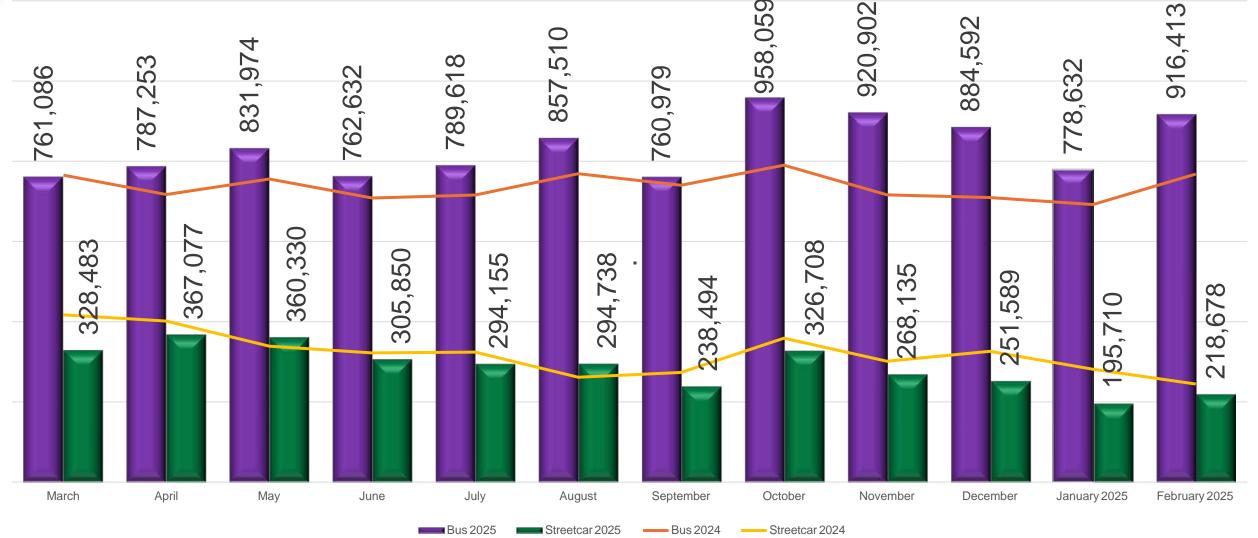








### RIDERSHIP – BUS & STREETCAR | FEBRUARY 2025

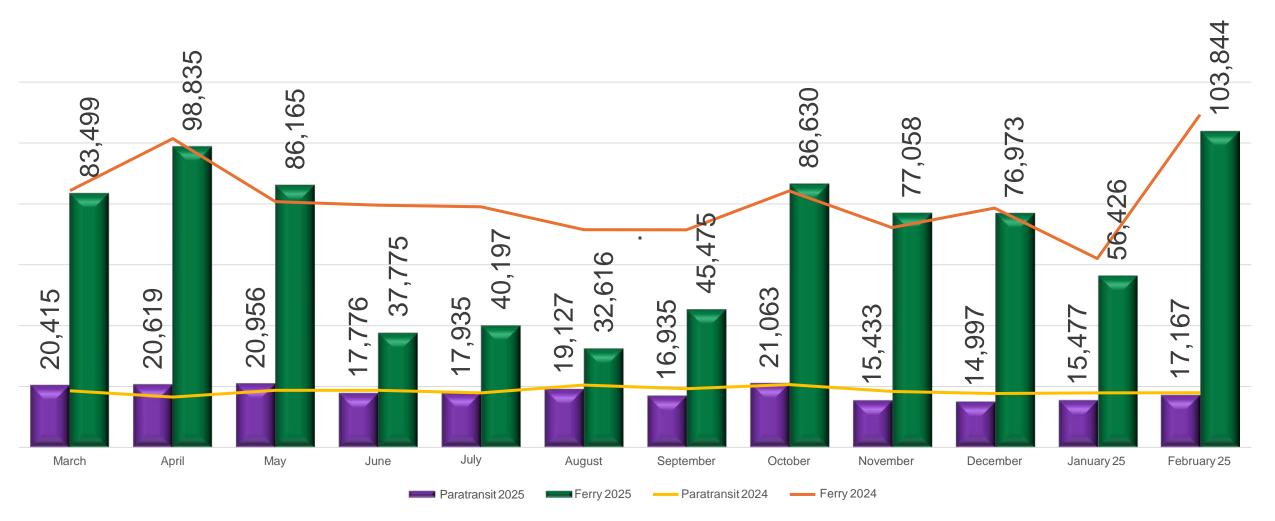






### RIDERSHIP – PARATRANSIT & FERRY | FEBRUARY 2025

RIDERSHIP - PARATRANSIT & FERRY





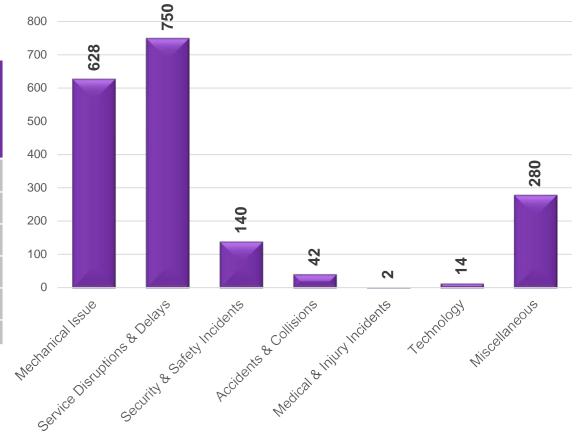


#### LONG-TERM DETOURS AFFECTING ALL MODES

#### SERVICE DISRUPTION BY CAUSE

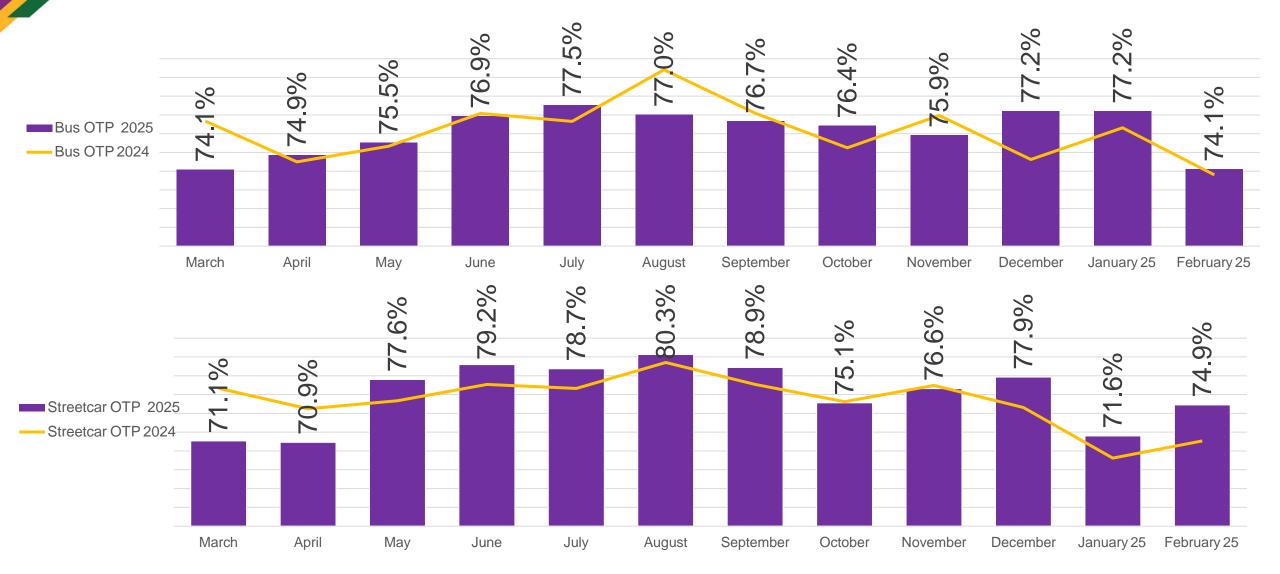
#### TOTAL CAUSE RECORDED = 1856

Routes Affected by Long-Term Detours	Cause
3 – Jefferson/ HwyElmwood	Road Construction
31 & 32 Leake & Carrolton, DeSaix Bridge	Road Construction
55 – Press/Girard	Road Construction
57- Carrollton/Leake Ave	Traffic Controls
91 – Esplanade Ave.	Building Demolition
114B - Woodland	Street Buckling





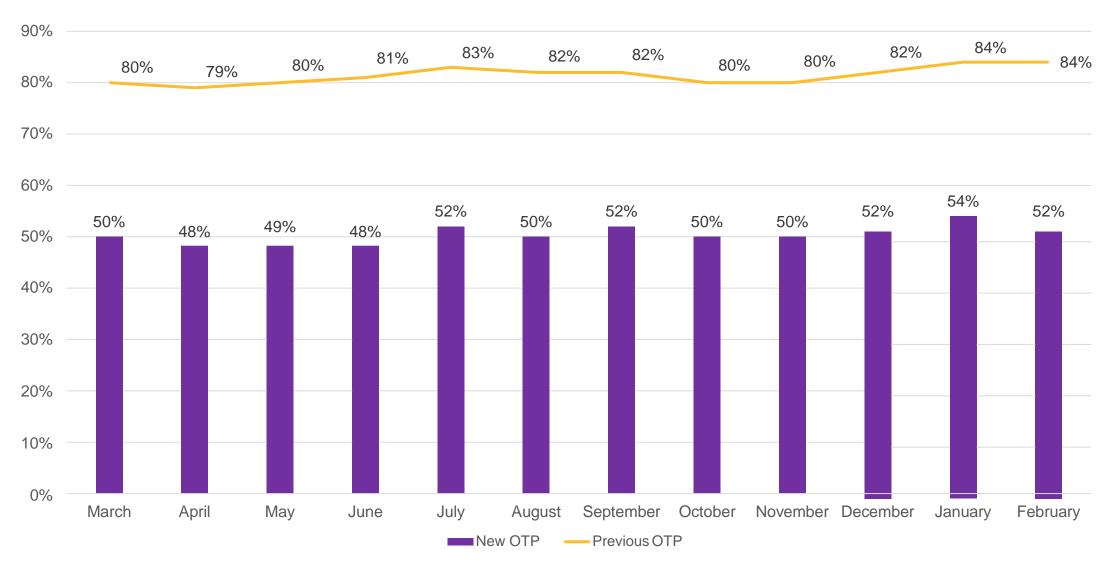
#### **ON-TIME PERFORMANCE – BUS, STREETCAR | FEBRUARY 2025**



\*OTP WINDOW =1 MINUTE EARLY AND UP TO 7 MINUTE LATE



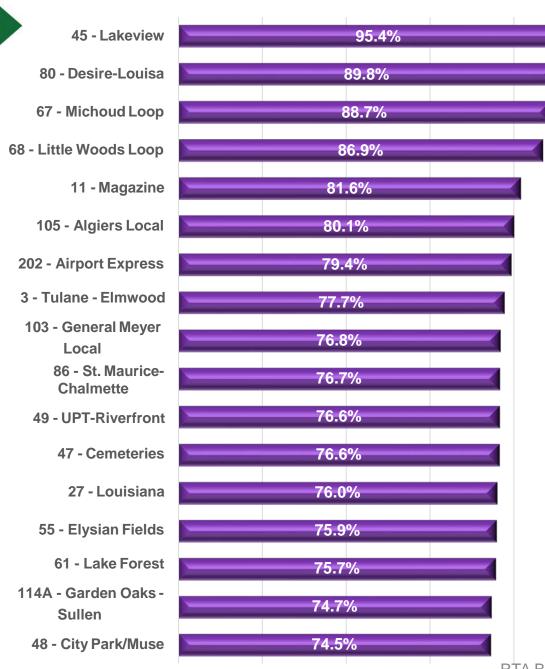
#### **ON-TIME PERFORMANCE – PARATRANSIT | FEBRUARY 2025**

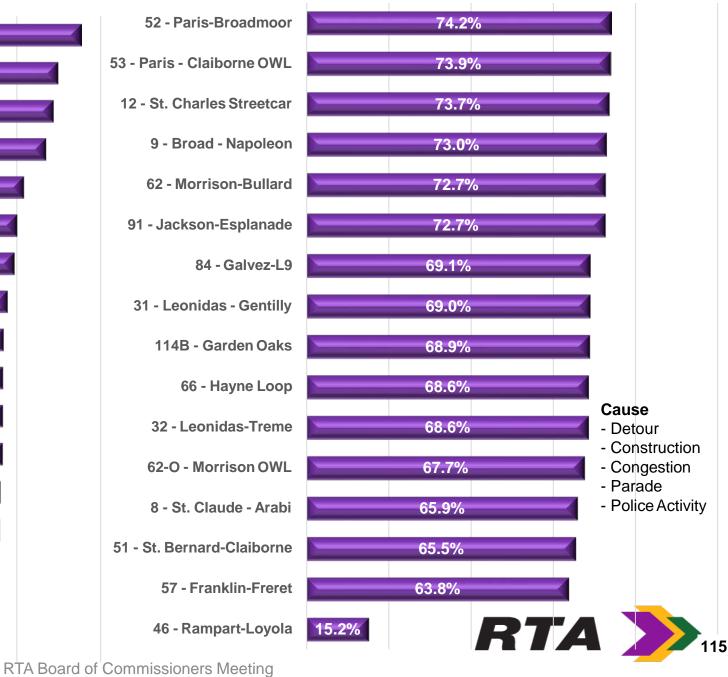


**\*OTP WINDOW =15 BEFORE AND 15 AFTER CLIENT PICK UP TIME** 



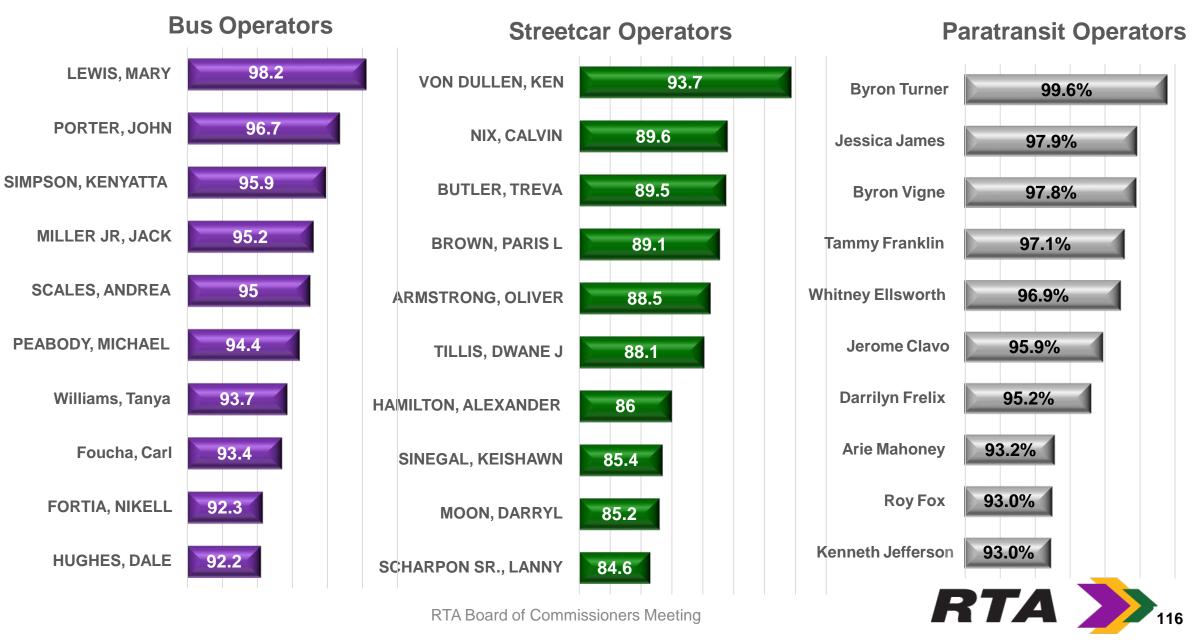
#### BUS ON-TIME PERFORMANCE BY ROUTE | FEBRUARY 2025







## TOP ON-TIME PERFORMER BY MODE | FEBRUARY 2025



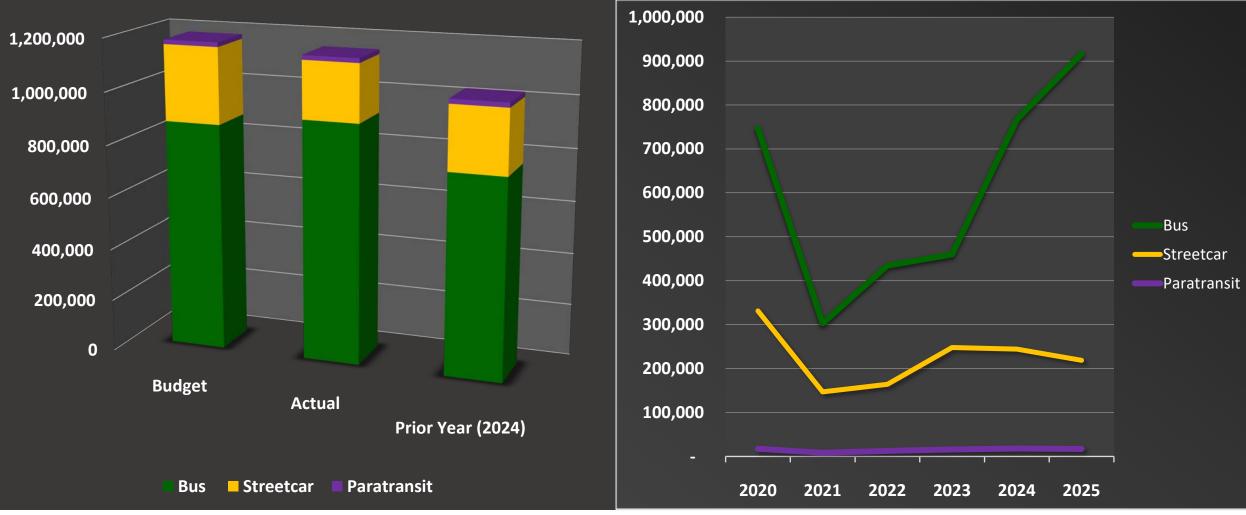
# **Questions?**



## 4. Reports

G. **RTA Chief Financial Officer's Report** 





# Ridership

Ridership in February increased by 22.9% when compared to January actuals. In February, total system ridership (bus, streetcar and paratransit) was 1.2M, compared to 938K for the previous month of January.





#### Farebox Recovery Rates 2025 vs. 2024

Fare revenue continues to offset a modest percentage of operating expenses as ridership continues to rebound. February's farebox recovery rate increased slightly from 7.6% to 8.2%, an increase of 0.6%.



FAREBOX RECOVERY RATES 2025 vs 2024

### TOTAL OPERATING EXPENSES, FAREBOX REVENUE & FAREBOX

RECOVERY



# **FERRY**- Farebox Recovery Rates 2025 vs. 2024

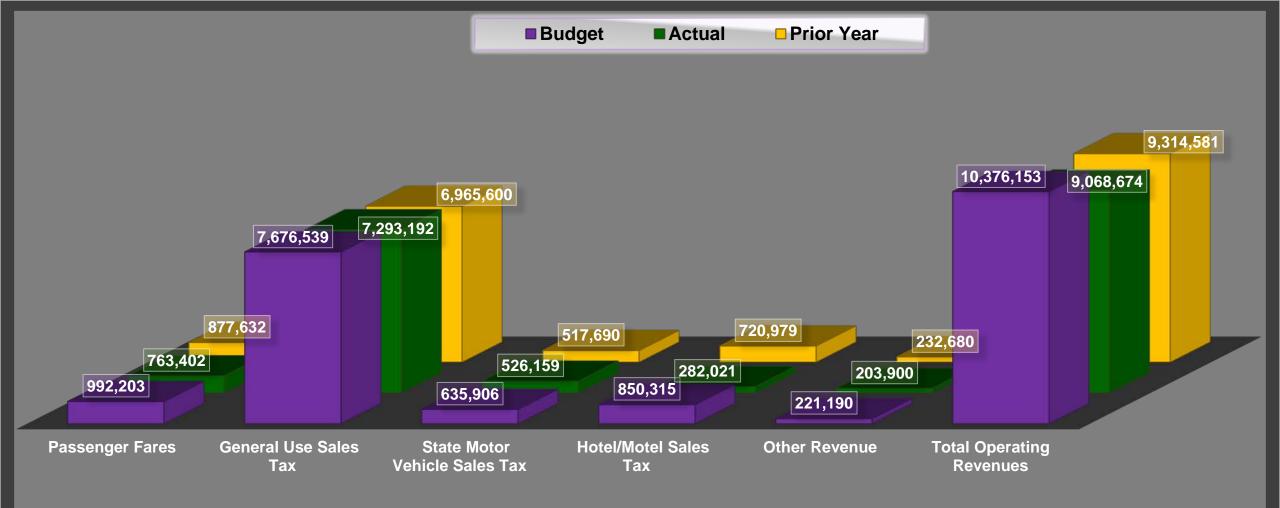
The decrease in farebox recovery to 5.1% in February from 6.2% in January is the result of a larger increase in operating expenses than the increase in fare revenues from the prior month. Fare revenues continue to offset a small percentage of operating costs.



## February 2025 Summary of Sources

SUMMARY OF SOURCES								
	Budget	Actuals	\$ Change	% Change	YTD Budget	YTD Actuals		
Sales Tax	9,162,760	8,101,372	(1,061,388)	-11.58%	18,325,520	17,834,427		
Government Assistance	2,342,727	1,758,664	(584,063)	-24.93%	4,685,454	3,501,917		
Sales Tax and Government Assistance	11,505,487	9,860,036	(1,645,451)	-14.30%	23,010,974	21,336,344		
Passenger Fares	992,203 221,190	763,402 203,900	(228,801)	-23.06% -7.82%	1,984,406 442,380	1,450,925 376,249		
Other Operating Revenues Subtotal Transit Operations	1,213,393	967,302	(17,290) (246,091)	-20.28%	2,426,786	376,249 1,827,174		
Total Operating Revenues	12,718,880	10,827,338	(1,891,542)	-14.87%	25,437,760	23,163,518		
Capital Funding	5,275,772	460,907	(4,814,865)	-91.26%	10,551,544	3,133,505		
Investment Income Subtotal Capital and Bond Resources	131,239 <b>5,407,011</b>	72,742 533,649	(58,497) <b>(4,873,362)</b>	100.00% -90.13%	262,478 <b>10,814,022</b>	175,783 <b>3,309,288</b>		
Total Revenue	18,125,891	11,360,987	(6,764,904)	-37.32%	36,251,782	26,472,806		
Operating Reserve	0	(273,466)	(273,466)	-100.00%	0	1,874,846		
Total Sources	18,125,891	11,087,521	(7,038,370)	-38.83%	36,251,782	28,347,652		

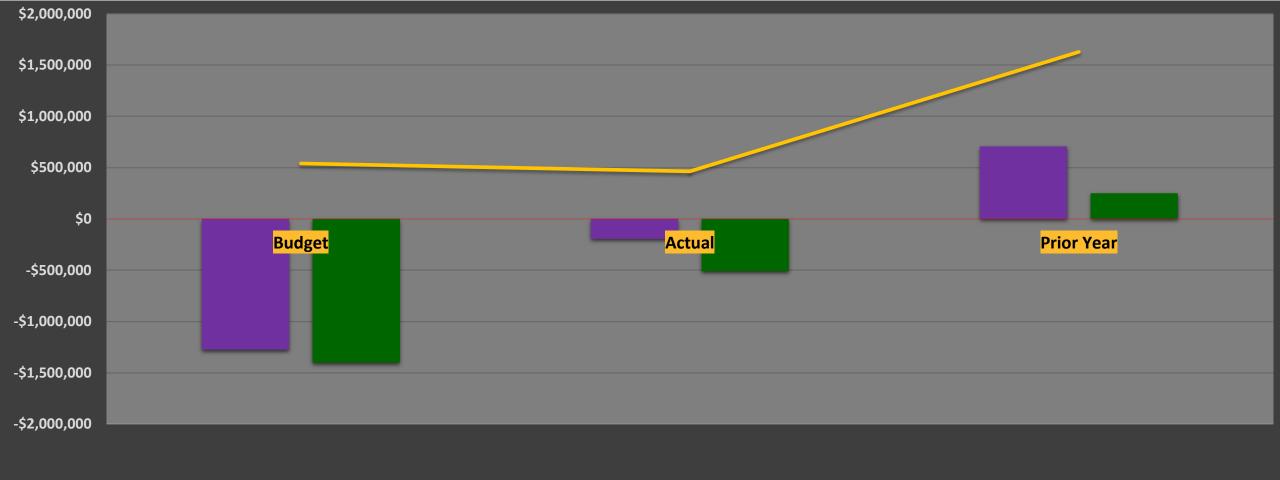




## **Operating Revenues (Budget, Actual & Prior Year)**

RTA's two largest revenue sources are General Use Sales Tax (\$7.3M) and Passenger Fares (\$763K). The two combined make up 88.8% or \$8.1M of total revenue. Overall, total operating revenues for the month of February are \$9.1M.





Net Operating Revenue Met Revenue (Before Gov't. Asst.) —Net Revenue (After Gov't. Asst.)

## Net Revenues (Before and After Government Assistance)

Net Revenue (Before Government Assistance) is -\$510K for the month of February. After applying the month's \$1.8M in Government Operating Assistance, Net Revenue is \$464K for the month of February.

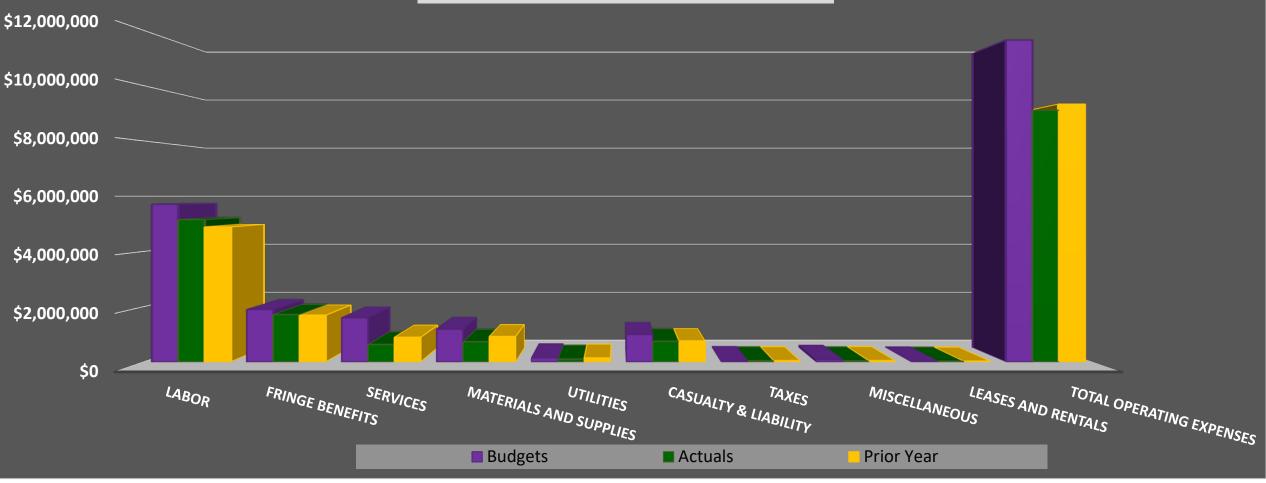


## February 2025 Summary of Uses

Summary of Uses								
	Budget	Actuals	\$ Change	% Change	YTD Budget	YTD Actuals		
Transit Operations	11,649,552	9,262,375	2,387,177	20.49%	23,299,104	18,371,718		
TMSEL Legacy Costs	126,694	316,185	(189,491)	-149.57%	253,388	463,559		
Maritime Costs	401,915	784,699	(382,784)	0.00%	803,830	976,057		
Capital Expenditures	5,275,772	464,804	4,810,968	91.19%	10,551,544	3,137,402		
Debt Service	671,958	259,458	412,500	61.39%	1,343,916	5,398,916		
Total Expenditures	18,125,891	11,087,521	7,038,370	38.83%	36,251,782	28,347,652		
Operating Reserve	0	0	0	0.00%	0	O		
Total Uses	18,125,891	11,087,521	7,038,370	38.83%	36,251,782	28,347,652		



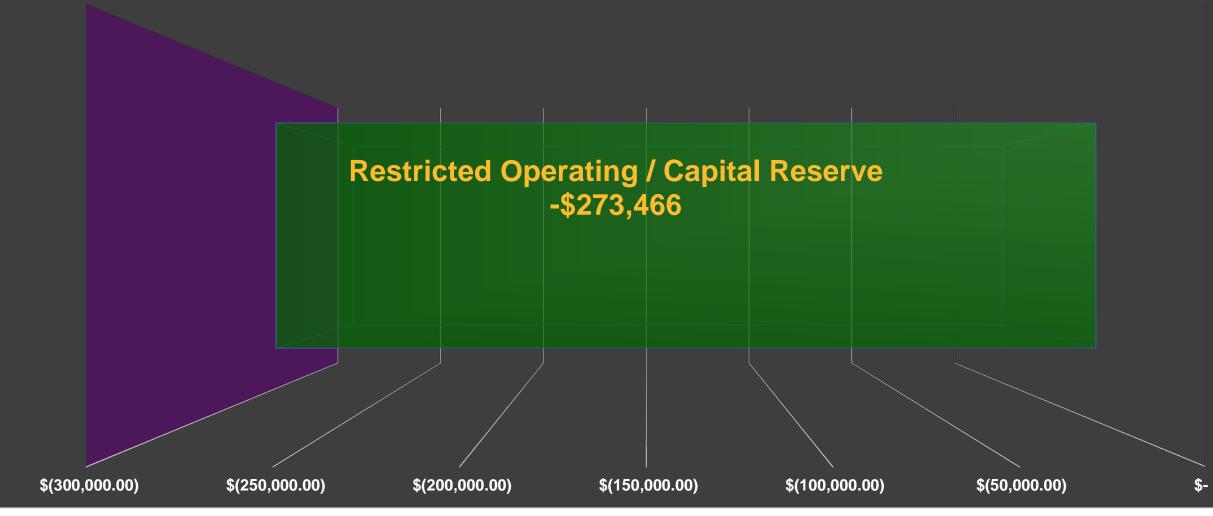
**Operating Expenses (Actual - \$9,324,802)** 



## **Operating Expenses**

Operating Expenses for the month of February are roughly \$9.3M. Labor and Fringe Benefits, the largest expenditure at \$6.6M, comprised 71.1% of this month's actual expenses. In total, Operating Expenses for the month of February show an increase of 1.7% from \$9.1M in January.





## **Operating Reserve**

The negative variance that resulted from Net Revenue (After Government Assistance of approximately \$1.8M) reduced the Restricted Operating/Capital Reserve by \$273K, after the offset of \$259K in Debt Service.



# **Questions?**





## 5. Consent Agenda

Pest Control Services	25-033
FY 2025 Trapeze Software Support	25-040
Carrollton Wheel Press Upgrade	25-042





# 6. Ratification

Authorization to ratify contract award to Ron Turley Fleet Management System

25-041





## 7. New Business (unanimous vote required to consider)





## 8. Audience Questions and Comments





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

A. Inez Billizone v. Sedra C. Walker, et al – CDC No.: 2022-11219

B. Ratib Alkhawaldeh v. Transdev Services INC – CDC No.: 2020-955

C. BRC Construction Group, LLC v. RTA – CDC No.: 2024-03335





# 10. Adjournment

