



2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority
Finance Committee
Meeting Agenda - Final

Thursday, January 12, 2023

11:00 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 Thursday, January 12, 2023, at 11:00 a.m. Please be advised that mask wearing is encouraged inside the boardroom.

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.

1. Call To Order

2. Roll Call

3. Consideration of Meeting Minutes

[Finance Committee Meeting - December 8, 2022]

[23-005](#)

4. Committee Chairman's Report

5. Interim Chief Executive Officer's Report

6. Chief Financial Officer's Report

7. DBE Report

8. Infrastructure & Planning Report

9. Procurements

A. Authorizations:

Marketing and Advertising Services (Campaigns) and Media Planning and Buying Services [22-111](#)

Radio Communications Infrastructure 2 [22-159](#)

Clever Device Maintenance Agreement [22-175](#)

Cooperative Endeavor Agreement (CEA) between the City of New Orleans and Regional Transit Authority (RTA) Audubon Nature Institute (ANI) [22-179](#)

B. Amendments:

NEOGOV Contract Renewal [22-176](#)

Transit Security Services - SEAL Security Services [22-188](#)

10. Audience Questions & Comments

11. New Business

12. Adjournment

[01.12.23 Finance Slides] [23-092](#)



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 23-005

Finance Committee

[Finance Committee Meeting - December 8, 2022]



2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority Finance Committee

Meeting Minutes

Thursday, December 8, 2022

11:00 AM

RTA Boardroom, 2nd Floor

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 Thursday, December 8, 2022, at 11:00 a.m. Please be advised that mask wearing is encouraged inside the boardroom.

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.

1. Call To Order

2. Roll Call

Commissioners Present: Commissioner Walton, Commissioner Coulon, Commissioner Ewell and Commissioner Neal

Commissioners Also Present: Commissioner Raymond, Commissioner DeFrancesch and Commissioner Lebeouf

3. Consideration of Meeting Minutes

approved

[Finance Committee Meeting - November 10, 2022]

[22-180](#)

Commissioner Neal moved and Commissioner Coulon seconded to approve the Meeting Minutes of November 10, 2022. The motion was approved unanimously.

4. Committee Chairman's Report

Commissioner Walton stated that the FY2023 Budget will be present at the meeting.

Commissioner Raymond stated that the Board accepted Alex Wiggins resignation from the

RTA on yesterday. On behalf of the Board, we would like to thank Alex Wiggins for his service to the City of New Orleans. Alex Wiggins joined the RTA at a pivotal time in the agency's history and led the agency through a Delegated Management to a full Public Agency.

Effective immediately, Lona Edwards Hankins will serve as the Interim CEO until the Board permanently fills the role to maintain, continuity and to keep the agency focused on serving our riders, expanding regional connections, and improving transit equity.

I also want to reiterate the Board's emphasis on improving on-time performance. delivering all plans, services and creating a workplace that supports excellence agency-wide.

Thank you to the staff for the tremendous amount of work put in these last three years to bring agency administration and operations in-house while simultaneously introducing the largest system redesign since Hurricane Katrina. These successes required new employees, systems, procedures, and technologies which is a tremendous undertaking of which we all should be proud. I hope this success inspires your commitment to our continued growth and our ability to serve our riders. Change is uncomfortable but inevitable.

5. Chief Executive Officer's Report

Lona Hankins thanked the Board for the vote of confidence and look forward to improving the agency for the riders and solve the many challenges that the agency is facing.

6. Chief Financial Officer's Report

Gizelle Banks reported on - Ridership - Ridership in October increased by 26.9% compared to September 2022 actuals. Through October, total system ridership (bus, streetcar, and paratransit) was 956K, 50.6% above October 2021 actuals (635K), 15% below October 2019 pre-COVID actuals (1.1M), and 30% above the forecast. This shows that ridership continues to make a steady recovery.

Gizelle Banks reported on - Farebox Recovery Rates - 2022 vs, 2019 (Pre-COVID) - Fare revenue continues to offset a slightly higher percentage of operating expenses as ridership continues to rebound. October's farebox recovery rate increased slightly from 7.37% in the prior month to 9.69%; a total increase of more than 2%. The farebox recovery rate for October 2019 (Pre-COVID) was 15.34%.

Gizelle Banks reported on - Ferry-Farebox Recovery Rates 2022 vs. 2019 (Pre-COVID) - The increase in farebox recovery to 12.42% in October from 7.92% in September is a result of increase in passenger revenues and a decrease in operating expenses from the prior month. Fare revenues continue to offset a small percentage of operating costs.

Gizelle Banks reported on - Operating Revenues (Budget, Actual & Prior Year) - RTA's two largest revenue sources are General Use Sales Tax (\$7.3M) and Fare Revenue (\$863K). The two combined make up 84% or \$8.2M in total revenue. Overall, total operating revenues for the month of October are \$9.8M. Passenger Fares for October increased by 40% or \$245K when compared to the previous month of September actuals (\$618K).

Gizelle Banks reported on - Net Revenue (Before and After Government Assistance) - Net Revenue (Before Government Assistance) is \$505K for the month of October. After applying \$3.1M in Government Operating Assistance, Net Revenue ended with \$3.4M or a positive variance of 3% for the month of October (when compared to the budget of \$3.2M).

Gizelle Banks reported on - Operating Expenses - Operating Expenses for the month of October are roughly \$8.9M. Labor and Fringe Benefits, the largest expenditure at \$5.7M, comprised 64% of this month's actual expenses. In total, Operating Expenses for the month of October show a slight increase of 6% from \$8.4M in September.

Gizelle Banks reported on - Operating Reserve - The strong positive variance that resulted from Net Revenue (After Government Assistance of approximately \$3.1M) added \$3.9M to Restricted Operating/Capital Reserve after the offset of \$567K in Debt Service.

In response to Commissioner Raymond, Gizelle Banks reported that the farebox recovery rate is a ratio that looks at the farebox revenues in proportion to the operations expenses.

Commissioner Neal stated that the 20% targeted number for farebox recovery needs to be re-elevated due to COVID and other factors.

In response to Commissioner Walton, Mark Major reported that the RTA's gasoline prices are based on an Index that is priced daily with a fixed delivery cost.

[October 2022 Financials]

[22-181](#)

7. Informational Report on the 2023 Operating & Capital Draft Budget

Gizelle Banks reported that on December 6, 2022, there was a Public Hearing held for the FY2023 Budget with no input from the public. Commissioner Coulon did attend the Public Hearing.

In response to Commissioner Walton, Gizelle Banks reported that the RTA FY2023 Budget was presented and approved before the New Orleans City Council.

In response to Commissioner Coulon, Gizelle Banks reported that the Budget can be amended if the change is more than 25%.

s 8. DBE Report

Adonis Expose' reported that the RTA awarded a total of \$10,187,302 in contracts and \$6,819,611 was awarded to DBE Prime Contractors. The DBE participation was 67%.

Current DBE Projects:

CMAR - Canal Street Ferry Terminal (Construction) - 12%
Disaster Recovery Grants Management and Administration - 39%
Riverfront Track Work & Overhead Catenary - 10%
Transit Ferry Services - 22%

East New Orleans Maintenance Building - 18%
Business Intelligence & Data Management Reporting System - 30%
On Call Technical Safety Support - 22%
Napoleon Facility Renovation & Upgrade - 2%
Rampart Streetcar Line: Emergency Repair Project- 0%

Current SBE Projects:

DBE Consulting Services - 63%
Construction Cost Audits - 97%
Bus Rapid Transit Feasibility Study - 49%
On Call A&E Services for Design of Interim Downtown Transit Hub - 89%
Facility Maintenance & Construction Support Services - 3%
Classification and Compensation Study - 75%
Leadership & Change Management Training - 62%
Temporary Janitorial Services 77%

Adonis Expose' reported that DBE/SBE Next Workshop:

Tuesday, January 24, 5:30pm - 7:30pm

Topic: Responding to Bids and RFP's - Bid Better, Win More and Grow Your Business

In response to Commissioner Walton, Mark Major stated that currently the Janitorial Services was on a month-to-month contract.

In response to Commissioner Raymond, Adonis Expose' reported that the current DBE participation was 67% and the federal goal was 32%.

In response to Commissioner LeBeouf, Adonis Expose' reported that Baltizoare Electric participated in the Canal Street Ferry Project which is the RTA's biggest DBE success story.

9. Infrastructure & Planning Report

Lona Hankins reported on the following:

Close-Out:

Riverfront Streetcar - Service was restored, working on contract close-out; added repair of Poydras St. Station now underway.

ENO Maintenance Bldg. Exterior Envelope - Reviewing all close-out documents prior to paying final pay app.

Construction:

Canal Ferry Terminal -Building: 90% complete, target substantial completion January 17 for building, including elevator towers. Ferry Service operation at permanent wharf target January 17, Audubon Improvements may not be complete until March, designing a work around to make sure we have pedestrian access. Temporary dismantle and pile removal: no later than June 2023 (Port of New Orleans deadline)

Napoleon Facility Rehabilitation - Foundation work has begun to stabilize the wall. Received Army Corp Permits. Roofing material has been ordered. Working with SHPO on the design of window (Historic Approval)

Rampart Streetcar Restoration Recovery from Hard Rock Hotel Collapse - Target construction

completion date April 5, 2023, working with CNO for street/traffic closure. Work should commence by next week at Rampart/Elysian Fields.

Interim Downtown Transfer Center - 75% complete installing Downtown, working on change order for New Orleans East Shelter temporary. Advertising Phase 3 in 1Q2023

Procurement:

2021 Non-Advertising Shelter - Delivered to Procurement

Planning:

Bus Rapid Transit (BRT) Feasibility Study - Draft of BRT Standards completed Analysis
Community responses of route alternatives underway

Algiers Point Ferry Terminal Rehabilitation and Modernization - Waiting on results of FY22 FTA Grant Application

Lower Algiers Car Ferry Landing Barge Replacement - Working on Project Execution Plan

Algiers Point Landing Barge Replacement - Working on Project Execution Plan

No Emission Vehicle Pilot - Held kick off meeting with Fleet Vendor

RAISE: Fare Technology Replacement - Working with internal team and FTA Region

RAISE: Transit Hub Design and Build - Working with internal team and FTA Region

2021 Carryover Applications:

Areas of Persistent Poverty Program (Replaces HOPE) - Develop safe, fast and comfortable transit corridors along the high frequency bus and streetcar routes **Denied**

5307 Passenger Ferry - New landing barge for Algiers Point, drydock Armiger and Levy Ferry Boats **Awarded**

5339 Bus and Bus Facilities - Design and construct Downtown Transit Center **Denied**

State Capital Outlay - Replace Maintenance Barges at Lower Algiers **FY-2022-2023 Priority 4**

New Applications:

State DOTD 5339 - Replace para-transit vehicles that are at the end of useful life.

FY2023-2024 Capital Outlay: Ferry Maintenance Barge Replacement - State of Louisiana Capital Outlay submission, requirement to submit until the funds are spent. Priority 4 in the FY 2022-2023 budget.

FY2023-2024 Capital Outlay Vehicle Ferry Replacement Study - State of Louisiana Capital Outlay submission

In response to Commissioner Walton, Lona Hankins reported that her and Katherine Felton is building the RTA's Federal Delegation Paperwork.

In response to Commissioner Neal, Lona Hankins reported that revenue hours for the Rampart Streetcar Line was included in the FY2023 Budget.

10. Procurements

a. Authorizations:

Amendment/Extension to the Exclusive Right to Market
Advertising Space on RTA Buses, Streetcars, Ferries, and Ferry
Terminals

[22-166](#)

Commissioner Coulon recommended that this contract be extended for 2-years not just one-year.

In response to Commissioner Walton, Angele Young, reported that both parties will agree where to install the digital interactive.

Commissioner Walton stated that he agrees to amend the contract for 2-years.

In response to Commissioner Walton, Angele Young stated that this item will be presented at the full Board for approval.

Commissioner Neal moved and Commissioner Coulon seconded to amend the current contract from 1-year to 2 years. The motion was approved unanimously.

Commissioner Neal moved and Commissioner Ewell seconded to approve the amended 2-year contract. The motion was approved unanimously.

Enactment No: 22-096

11. Audience Questions & Comments

None

12. New Business

None

13. Adjournment

Commissioner Coulon moved and Commissioner Ewell seconded to adjourn the Finance Committee Meeting. The motion was approved unanimously.

adjourned



Board Report and Staff Summary

File #: 22-111

Board of Commissioners

Marketing and Advertising Services (Campaigns) and Media Planning and Buying Services

DESCRIPTION: Marketing and Advertising Services (Campaigns) and Media Planning and Buying Services	AGENDA NO: Click or tap here to enter text. FILE ID: 22-111
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

To authorize the Interim Chief Executive Officer to execute two contracts, one for Marketing and Advertising Services (Campaigns) and one for Media Planning and Buying Services. The contract for Marketing and Advertising Campaign Services is to be awarded to Trumpet, LLC at a not to exceed cost of \$200,000 per year up five years, establishing a five-year not to exceed total of \$1,000,000; and to authorize the Interim Chief Executive Officer to execute a contract for Media Planning and Buying Services to The Spears Group, LLC at a not to exceed cost of \$200,000 per year up five years, establishing a five-year not to exceed a total of \$1,000,000.

It is recommended that the project be split between Trumpet LLC and The Spears Group. Trumpet, LLC will be awarded the Marketing and Advertising Campaign Services contract for \$200,000 and Spears will be awarded the Media Planning & Buying Services contract for \$200,000, totaling \$400,000 per year for up to five years with a not to exceed total of \$2,000,000.

ISSUE/BACKGROUND:

The RTA's Marketing Department seeks contracts that will aid in the development of comprehensive marketing and advertising campaigns that are aligned with the department's annual goals and initiatives. The scope of work for this project is outlined in the next section.

DISCUSSION:

CATEGORY A: ADVERTISING SERVICES (CAMPAIGNS)

Trumpet, LLC will develop, implement, measure, and maintain RTA pre-approved marketing campaigns, promotions, programs, and materials for RTA stakeholder groups, including current and potential customers, commuters, students, seniors, and the public. Examples of specific duties may include, but are not limited to, the following:

1. Develop and/or support targeted advertising campaigns and specific market promotions. This may include strategic planning, research, and implementation assistance to support:
 - a. Ridership Campaigns to increase ridership and fare revenue, educate and inform riders

- b. Promotion of technology/ Rider Tools
 - c. Communication of Service Changes
 - d. Safety Campaigns
2. Develop targeted audience/ RTA rider profiles for strategic planning.
 3. Develop advertisements for digital, audio, and print media that are culturally relevant to RTA's core rider profile.
 4. Develop advertisements utilizing social media platforms and mobile applications to maximize the effectiveness of marketing activities and stakeholder engagement.
 5. Support the development, implementation, and evaluation of RTA's marketing programs to increase ridership, sell mobile tickets/ gain app downloads, promote accident reduction (safety campaigns), and improve service communications/ messaging efforts.
 6. Support the RTA's Strategic Marketing & Communications Plan. This may include a review of the existing document, identifying marketing messages and channels, and working with RTA staff on strategic planning for the future.
 7. Comprehensive advertising plans, as designed in conjunction with RTA's marketing team, will be available to RTA upon completion of work. All ads, original art files, campaign materials, and concepts will be made available to RTA upon completion of work.

CATEGORY B: MEDIA PLANNING AND BUYING SERVICES

Spears, LLC will support the RTA's media buying services; including print, TV, radio, digital, online, social, and outdoor, to deliver strategically targeted messaging to RTA's core audience utilizing their experience and expertise in planning, placement, execution, tracking of campaigns, and post-buy analytics to determine campaign success and inform future placements. Examples of specific duties may include, but are not limited to the following:

1. Propose and develop the media placement plan utilizing the most effective and culturally equitable mix of media outlets maximizing the allocated budget and make future budget recommendations.
2. Ensure equity in media so that media is placed utilizing culturally relevant outlets and targeted to RTA's core rider profile.
3. Manage placed media and ensure media runs according to the media plan.
4. Set media goals for Reach, Frequency, Cost-Per-Point (CPP), and total Gross Rating Points (GRPs) where applicable, working with RTA Marketing.
5. Utilize the latest industry standards, tools, and resources for media planning/ buying and utilize media buying/ management software for media planning, buying, and post-buy analysis and reporting to RTA.
6. The comprehensive media plan and advertising flight plan will be available upon completion of the advertising campaign.

FINANCIAL IMPACT:

Funding for the above-stated project is \$400,000 per year, establishing the project's five-year total funding of \$2,000,000. Both the marketing and advertising campaigns and media buying services contracts are locally funded under the RTA operating budget 1760002.7070.163.

It is recommended that the project be split between Trumpet and Spears. Trumpet will be awarded the Marketing and Advertising Campaign Services contract for \$200,000 and Spears will be awarded the Media Planning & Buying Services contract for \$200,000, totaling \$400,000 per year for up to five -years with a not to exceed total of \$2,000,000.

The initial term of the contracts resulting from this IFB will be for one year from the date of award with the option to extend the contracts up to four additional years, in one-year increments, for a total contract period not to exceed five years, unless special circumstances dictate otherwise.

NEXT STEPS:

Upon approval, we will proceed to execute a contract for Marketing and Advertising Campaign Services to Trumpet, LLC at a not to exceed cost of \$200,000 per year up for five years, establishing a five-year not to exceed total of \$1,000,000; and to execute a contract for Media Planning and Buying Services to The Spears Group, LLC at a not to exceed cost of \$200,000 per year up five years, establishing a five-year not to exceed total of \$1,000,000.

ATTACHMENTS:

1. Resolution
2. Solicitation Request Routing Documents
3. RFP-2022-012 Advertising Campaigns and Media Buying Services
4. Addendum 1- RFP-2022-012 Advertising Campaigns and Media Buying Services
5. Scope of Work - Advertising Campaigns and Media Buying Services
6. Procurement Summary IFB
7. Administrative Review Form

Prepared By: Angele Young Boutte
Title: Marketing Director

Reviewed By: Katherine Bush Felton
Title: Chief of Staff

Reviewed By: Gizelle Banks
Title: Chief Financial Officer

Lona Edwards Hankins

1/5/2023

Lona Edwards Hankins
Interim Chief Executive Officer

Date



Regional Transit Authority Solicitation Request Routing Sheet

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

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

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

Angele Young Boutte Director of Marketing 8416
 Name Title Ext.

B. Name of Project, Service or Product: Advertising Campaigns and Media Buying Services

C. Justification of Procurement:

RTA is seeking a vendor to create comprehensive marketing and advertising campaigns to support the RTA's marketing and external affairs goals and initiatives. This includes educating and informing the ridership base, increasing ridership, increasing pass sales, building community engagement and, building RTA's image in the community.

Specific objectives include:

- Improve RTA's image among riders, potential riders, opinion leaders, community/elected leaders;
- Generate new revenue by focusing on untapped opportunities;
- Promote new and expanded transit services and rider tools i.e. the new mobile app and New Links;
- Increase current ridership; and
- Attract new riders to the system and encourage them to become repeat customers.

D. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant? Yes No

Angele Young Boutte _____
 Director of Grants/ Federal Compliance Date

E. Safety: Include Standard Safety Provisions Only



Additional Safety Requirements Attached
Michael G. Smith
Safety Director

5/2/22
Date

Risk Management: Include Standard Insurance Provisions Only? Yes No

Include Additional Insurance Requirements Attached n/a

Risk Management Analyst

5/2/2022
Date

F. Funding Source: Federal State Local Other:

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

Total Available Funding: \$ _____

Estimated Cost: \$ 200,000

FTA Grant No.(s) _____

Line Item(s) _____

Operations/Department Code _____

Budget Code(s) 1760002.7010.163

ES 4 _____
Date 5/3/22

Budget Analyst

G. DBE/SBE Goal: 0 % DBE

Dir. G. Lopez
Director of Small Business Development

0 % Small Business
5/2/2022
Date

Dir. G. Lopez
DBE/EEO Compliance Manager

5/2/2022
Date

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

Angela Bonte
Department Head

5/2/22
Date

[Signature]
Division Manager

5/10/22
Date

[Signature]
Director of Procurement

5/3/22
Date



FOR PROCUREMENT USE ONLY

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

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

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

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

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

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



Chief Financial Officer

5/10/22

Date



Chief Executive Officer

5/11/22

Date

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/Number:

Date of Estimate:

Description of Goods/Services:

Advertising Campaigns and Service and Media Planning and Buying Services

New Procurement

Contract Modification (Change Order)

Exercise of Option

Method of Obtaining Estimate:

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

Published Price List (attach source and date)

Historical Pricing (attach copy of documentation from previous PO/Contract)

Comparable Purchases by Other Agencies (attach email correspondence)

Engineering or Technical Estimate (attach)

Independent Third-Party Estimate (attach)

Other (specify) _____ attach documentation

Pre-established pricing resulting from competition (Contract Modification only)

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

total cost of the goods/services is \$ 200,000

The preceding independent cost estimate was prepared by:

Name

Angele Young Boutte

Signature



**PUBLIC NOTICE
REGIONAL TRANSIT AUTHORITY**

**ADVERTISING CAMPAIGNS & MEDIA BUYING SERVICES
REQUEST FOR PROPOSALS (RFP) #2022-012**

Project Description: The Regional Transit Authority of New Orleans invites qualified vendors for the service of Advertising Campaigns & Media Buying Services.

How to obtain a copy of the RFP: Scope of Work and further information concerning the RFP may be obtained May 24, 2022, from the RTA's Procurement website at <https://norta.procurement.com/home>. You will be required to first register on this website. The RFP can also be obtained at Regional Transit Authority's website at <http://www.norta.com> and at 2817 Canal Street, New Orleans, LA 70119.

Responding to RFP: Proposals shall be submitted thru the RTA's Procurement website on or before 4:00 P.M., Wednesday, June 29, 2022.

Any questions or further information concerning the RFP may be submitted Via <https://norta.procurement.com/home>, beginning on May 24, 2022.

RTA in accordance with 49 Code of Federal Regulations (CFR) Part 26 has an obligation to ensure nondiscrimination of Disadvantaged Business Enterprises (DBEs) and to comply with all federal, state and local regulations relative to utilization of DBEs on publicly funded projects. The RTA is committed to utilization of DBEs on all federally funded projects toward attainment of the agency's established overall goal of 31%. **The RTA has established no goal for this project.**

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

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

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

REQUEST FOR PROPOSALS
FROM
REGIONAL TRANSIT AUTHORITY

SUBJECT: Advertising Campaigns & Media Buying Services

DATE: May 24, 2022

REQUEST FOR PROPOSALS NO. 2022-012

PROPOSAL RECEIPT DEADLINE: Wednesday, June 29, 2022 - 4:00 PM

The Regional Transit Authority Request for Proposals for the services set forth above in accordance with the scope of work enclosed herewith.

Proposals **MUST** be received at the RTA's Offices by the date and time set as the Proposal Receipt Deadline.

Enclosures ("X" indicates item enclosed)

- X** Instructions to Proposers
- X** General Provisions
- X** Federal Requirements
- X** Evaluation
- X** Attachments

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INSTRUCTIONS TO PROPOSERS

1.1 PROPOSALS

Each submittal must include a Letter of Interest that addresses the suggested structure or organization of the proposed team (prime and sub-consultants), a detailed description of your team's approach and capability to handle project-specific issues, a schedule of the proposed work, and any other information that may assist the RTA in making a selection. Letters of Interest should be concise and limited to three (3) pages.

Proposals shall provide a straightforward, concise delineation of the proposer's capability to satisfy the requirements of the Request for Proposals. Each proposal shall provide all pertinent information including but not limited to information relevant to personnel assignments, specifications/scope of work, work completion, schedules, etc., as provided in this Request for Proposals. Each proposal shall be signed in ink by a duly authorized officer of the company.

1.2 PROPOSAL SUBMISSIONS

Proposals can be sent electronically through RTA's ProcureWare system and uploaded through our electronic system at <https://norta.procureware.com/home> until 4:00 P.M., on the date established as the submittal receipt deadline or upon request a hardcopy may be mailed to: Regional Transit Authority, Attn: Procurement Department, 2817 Canal Street, New Orleans, LA 70119. Proposals received after the specified date shall be considered late and, therefore, shall not be considered for award. Each proposal shall be in the form specified in this Request for Proposals, and shall be in a sealed envelope with the name of the Proposer, the date scheduled as the proposal receipt deadline, and the title of the Request for Proposals marked on the outside.

1.3 PROPOSER REVIEW PROCEDURE

For the purposes of this paragraph, all submissions must be received by the RTA no later than 4:00 p.m. (Central time) on the date specified as the deadline for the submission.

A. Request for Modification or Clarification

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

Proposers may submit to the RTA requests for interpretations, clarifications or modifications concerning any term, condition and/or specification included in this Request for Proposals and/or in any addendum hereto. Any such request must be received by the

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

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

b. Protest Procedures

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

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

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

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

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

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

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

In the event of a timely protest under these regulations, the RTA shall not proceed further with the solicitation or with the award of the contract unless the Director

of Procurement/RTA makes a written determination that the award of the contract is necessary without delay to protect the substantial interests of the RTA.

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

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

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

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

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

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

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

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

1.4 CONTRACT DOCUMENTATION

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

1.5 COST OF PROPOSAL

Any costs incurred by proposers responding to this Request for Proposals in anticipation of receiving a contract award will not be reimbursed by the RTA. Payments will only be made pursuant to a contract between the RTA and the successful proposer.

1.6 PROPOSAL POSTPONEMENT AND ADDENDA

The RTA reserves the right to amend the instructions, general conditions, special conditions, plans, scope of work, and specifications of this solicitation up to the deadline date for proposal receipt. Copies of such addenda shall be furnished to all prospective proposers. Where such addenda require changes in the services or prices quoted, the final date set for proposal receipt may be postponed by such number of days as in the opinion of the RTA shall enable prospective proposers to revise proposals.

1.7 CANCELLATION OF REQUEST FOR PROPOSALS

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

1.8 PROPOSAL REJECTION

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

1.9 SINGLE PROPOSAL RESPONSE

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

1.10 PROPOSAL WITHDRAWAL

Prior to the date and time set for the Proposal Receipt Deadline, proposals may be modified or withdrawn by the proposer's authorized representative in person, or by written, facsimile or electronic notice. If proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written, facsimile or electronic notices shall be received in the RTA Canal St. offices no later than the date scheduled as the proposal receipt deadline. After the Proposal Deadline, proposals may not be withdrawn for sixty (60) calendar days.

1.11 ACCEPTANCE OF PROPOSALS

Each proposal shall be submitted with the understanding that it is subject to negotiation at the option of RTA. Upon acceptance in writing by RTA of the final offer to furnish any and all of the services described herein, the parties shall promptly execute the final contract documents. The written contract shall bind the Proposer to furnish and deliver all services as specified herein in accordance with conditions of said accepted proposal and this Request for Proposals, as negotiated.

1.12 EVALUATION OF PROPOSALS

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

1.13 AWARD PROCEDURE

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

1.14 OFFERS

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

1.15 ADDENDA

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

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Company Name

Company Representative

RFP 2022-012

II. GENERAL PROVISIONS

2.1 WRITTEN CHANGE ORDERS/AMENDMENTS

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

2.2 CHANGE ORDER/AMENDMENT PROCEDURE

Within ten (10) calendar days after receipt of the written change order to modify the contract, the Contractor shall submit to the RTA a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and the RTA. At that time, a detailed modification shall be executed in writing by both parties. In the event that federal funds are used in this procurement, the FTA may reserve the right to concur in any change order or any dispute arising under such change order. Disagreements that cannot be resolved by negotiation shall be resolved in accordance with the contract disputes clauses. Regardless of any disputes, the Contractor shall proceed with the work ordered, if the RTA has obtained the concurrence of FTA, should such concurrence be required. Regardless of any other requirement herein, RTA shall negotiate profit as a separate element of cost for any change order or amendment to any contract awarded pursuant to this solicitation.

2.3 OMISSIONS

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

2.4 PRIORITY

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

2.5 COMMUNICATIONS

All official communications in connection with this contract shall be in writing. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and award, any employee or officer of RTA or the Regional Transit Authority, including the Board of Commissioners, concerning any aspect of this

solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

2.6 INTEREST OF MEMBERS OF, OR DELEGATES TO CONGRESS

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

2.7 CONFLICT OF INTEREST

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

- a. The Board Member, employee, officer or agent, or employee of such agent;
- b. Any member of his immediate family;
- c. His or her partner; or
- d. An organization that employs, or is about to employ any of the above, has a direct or indirect, present or future financial or other interest in the firm selected for award.

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

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

2.8 EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order No. 11246 as amended, entitled "Equal Employment Opportunity" as supplemented in Department of Labor Regulations

(41 C.F.R. Paragraph 60). In connection with the execution of this Agreement, the Contractor shall not discriminate against any employees or applicant for employment because of race, religion, color, sex, age, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

2.9 PRIVACY REQUIREMENTS

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

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

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

2.10 INDEMNIFICATION

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

2.11 PERFORMANCE

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

2.12 STATUS OF CONTRACTOR AND ITS EMPLOYEES

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

2.13 INSURANCES

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

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

2.14 SUBCONTRACTORS

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

2.15 ASSUMPTION OF RISK OF LOSS

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

2.16 ACCEPTANCE

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

2.17 QUALITY INSPECTION

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

2.18 CORRECTION BY CONTRACTOR

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

2.19 UNAVOIDABLE DELAYS

If completion of the work furnished under this contract should be unavoidably delayed, the RTA may extend the time for satisfaction of the Contractor's obligations pursuant thereto for a number of days determined by RTA to be excusable due to unavoidability. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence or mistakes of the Contractor, the Contractor's suppliers or their agents and was substantial and in fact caused the Contractor to miss completion dates and could not adequately have been guarded against by contractual or legal means.

2.20 NOTIFICATION OF DELAY

The Contractor shall notify the RTA as soon as the Contractor has, or should have, knowledge that an event has occurred or will occur which will delay progress or

completion. Within five (5) days there from, the Contractor shall confirm such notice in writing furnishing as much detailed information as is available.

2.21 REQUESTS FOR EXTENSION

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

2.22 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

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

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (c) U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

- (g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provision of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (i) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. Part 609.

2.23 APPLICATION OF FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

(a) Federal Laws and Regulations

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

(b) State or Territorial Law and Local Law

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

2.24 CONTRACT PERIOD

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

2.25 NO OBLIGATION BY THE FEDERAL GOVERNMENT

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

2.26 FEDERAL CHANGES

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

2.27 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

2.28 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

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

2.29 GEOGRAPHIC RESTRICTIONS

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

2.30 PROMPT PAYMENT

Payment shall be made 30 days from date of approved and accepted invoice unless changed in the contract agreement. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than five (5) days from the receipt of each payment the prime contractor receives from the RTA. The prime contractor further agrees to return retainage payment to each subcontractor within five (5) days after the subcontractor's work is satisfactorily completed and accepted by RTA, and all lien delay's under applicable laws have expired. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the RTA. This clause applies to both DBE and non-DBE subcontractors.

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

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

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

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

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

The contractor, sub recipient or subcontractor shall make prompt payments for all satisfactory work performed under this agreement. The contractor shall within thirty (30) days of receipt of payment from RTA make all payments due subcontractors and suppliers. This requirement shall flow down to all levels including subcontractors making payments to sub subcontractors and suppliers, etc. Additionally, upon release of retainage(s) by RTA, Contractor shall in turn within thirty (30) days release retainage(s) it holds. The requirement for release of retainage(s) within thirty (30) days shall flow down to all subcontractors, etc.

performing under this contract. Contractor or any of its subcontractors, etc. may not delay or postpone payments or release of retainage without prior RTA written approval. RTA may delay, or withhold up to twenty-five percent of Contractor's payments, retainage, etc. if there is evidence that Contractor is not complying with any provision hereunder. RTA may withhold monies due Contractor until such time as Contractor by its actions or assurances has, to RTA satisfaction, proven that it will or has complied with all the requirements hereunder.

2.31 CONFIDENTIALITY

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

2.32 DISPUTES

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

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

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

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

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

2.33 OWNERSHIP OF DOCUMENTS

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

2.34 STATE AND LOCAL LAW DISCLAIMER

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

2.35 PARTICIPANT INFORMATION FORM

All participants and their subcontractors are required to submit a completely executed, Participant Information Form available on <http://www.norta.com>.

2.36 NON-COLLUSION AFFIDAVIT

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

2.37 REGIONAL TRANSIT AUTHORITY GENERAL PROVISIONS

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

2.38 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the intent of the Regional Transit Authority (RTA) of New Orleans to create a level playing field on which Disadvantaged Business Enterprises (DBEs) can compete

fairly for opportunities. Accordingly, the RTA participates in the State-Local DBE Program of the City of New Orleans for all solicitations that are not funded by the US Department of Transportation.

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

- Regional Transit Authority – SBE Certification Program
- Louisiana Department of Transportation and Development – Louisiana Unified Certification Program (LAUCP) - <http://www.laucp.org/ucp/>
- City of New Orleans Office of Supplier Diversity -- SLDBE Certification Program – www.nola.gov

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

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

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

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

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

If the Prime Bidder has not attained the DBE goal established for the project, Documentation of Good Faith Efforts Form 3 – Schedule C MUST be submitted. The completed form along with all required supporting documentation must be furnished. Should a bidder fail to comply with the submission of complete and accurate DBE Compliance Forms demonstrating attainment of the DBE Goal or Good Faith Efforts to attain the DBE goal, the bid shall be deemed non-responsive. The DBE forms shall be submitted by the 2 apparent low bidders no later than 3 business days after the bid deadline.

The RTA shall have the authority to investigate allegations of discriminatory practices of bidder(s) who contract or seek to contract with the RTA.

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

2.39 SMALL BUSINESS ONLY COMPETITIVE PROCUREMENT

This procurement is limited to small businesses only. Offers/responses will only be accepted from eligible Small Business Enterprises in compliance with the RTA's Small Business Enterprise (SBE) Program and the US Code of Federal Regulations Title 49 Part 26.39. To be an eligible Small Business Enterprise a business must have at least 51% ownership by a person who is economically disadvantaged. To be considered economically disadvantaged the individual's Personal Net Worth, not including their primary place of residence or ownership in the business cannot exceed \$1.32 million in compliance with the 49 CFR Part 26.67. Additionally, the business must meet the annual gross receipts cap of \$17.42 million as defined in 49 CFR Part 26 and must meet the size criteria defined by the Small Business Administration. SBE size standards can be accessed at <http://www.sba.gov/content/table-small-business-size-standards>.

The Small Business Enterprise Program is race-neutral and open to all business owners regardless of race, ethnicity or gender. Businesses that are currently Disadvantaged Business Enterprise (DBE) certified with the Louisiana Unified Certification Program must submit an affidavit of SBE eligibility. Businesses that are not DBE certified must submit a complete SBE Certification application with all supporting documentation. The SBE eligibility affidavit and the SBE Certification Application can be obtained at the RTA website at www.NORTA.com. SBE affidavits and/or applications must be submitted prior to or with the offer/response to this solicitation. SBE affidavits and/or applications submitted past the due date for this solicitation will be processed for eligibility, but will not affect the business' SBE eligibility for this solicitation. For additional information contact the RTA's Small Business Office at 504.827.8362.

III. FEDERAL PROVISIONS AND REQUIREMENTS

3.1 ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

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

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

3.2 BUY AMERICA

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

3.3 PRE-AWARD AND POST-DELIVERY AUDITS

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

3.4 CARGO PREFERENCE

The Contractor Agrees:

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

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

3.5 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

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

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

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

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

3.6 CIVIL RIGHTS ACT

The following requirements apply to the underlying contract:

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

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

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

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

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

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

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

3.7 DISADVANTAGED BUSINESS ENTERPRISE

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

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

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

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

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

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

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

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

<https://norta.dbesystem.com>

3.8 EMPLOYEE PROTECTION

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

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

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

3.9 ENERGY CONSERVATION

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

3.10 FLY AMERICA

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

Additionally, Contractor and any subcontractors at every tier shall include this requirement in all subcontracts. Further, in every instance where Contractor or any subcontractor(s) cannot comply with the requirements herein, a certification, in proper form, stating the reasons for non-compliance shall accompany the request for reimbursement or payment.

3.11 GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

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

Instructions for Certification

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

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

3.12 RESTRICTIONS ON LOBBYING

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

3.13 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

3.14 PATENT AND RIGHTS IN DATA

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

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

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

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

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

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

3.16 RECYCLED PRODUCTS

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

3.17 SAFE OPERATION OF MOTOR VEHICLE

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

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

3.18 SUBSTANCE ABUSE REQUIREMENTS

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

3.19 TERMINATION

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

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

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

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

3.20 CONTRACT WORK HOURS AND SAFETY STANDARD ACT

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

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

IV. EVALUATION CRITERIA

4.1 ADMINISTRATIVE EVALUATION

Prior to the distribution of submittals to the Technical Evaluation Committee, the RTA shall perform an administrative evaluation of each submittal to determine completeness and responsiveness to this RFP.

4.2 EVALUATION CRITERIA

The following evaluation criteria will be used by the Technical Evaluation Committee. The criteria and the weighted values (in parentheses) to be used by the Technical Evaluation Committee in evaluating responses for the selection of a firm(s) to perform this service(s) are listed below:

1. Years of experience, key personnel's bios, team makeup/ capabilities. 20
2. Agency expertise and specialized skills. 20
3. Demonstrated success – ability to meet deadlines, number staff/ team to support project scope, prior experience doing type of work indicated in the scope, case studies showing successful implementation and proven results, current clients. 25
4. Familiarity with New Orleans market and RTA core ridership. 20
5. Pricing model. 15

4.3 CONTRACT AWARD

(1) The RTA intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub-factors in the solicitation.

(2) The RTA may reject any or all proposals if such action is in the RTA's interest.

(3) The RTA may waive informalities and minor irregularities in proposals received.

(4) The RTA intends to evaluate proposals and award contracts without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The RTA reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive

range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The RTA reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The RTA reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the RTA's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the RTA.

(8) The RTA may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the RTA.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the RTA shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

RTA shall score and rank all proposals based upon the evaluation criteria contained herein. An interview and/or presentation may be required. Award of this contract shall be to a properly licensed, responsible offeror deemed the most qualified, for which fair and reasonable compensation can be determined.

Proposers are reminded that price/cost shall not be used as an evaluation factor during the initial evaluation. However, price proposals will be evaluated and proposers are required to submit cost data separately with their proposal. Proposals which do not contain cost/price information may be considered non-responsive to the administrative requirements of the RFP.

PROPOSAL PRICING RESTRICTIONS

Any proposed overhead rate which exceeds 75% of approved categories (e.g., “labor”) shall be substantiated by a current audit performed by an independent Certified Public Accounting Firm. Any proposed overhead rate which exceeds 100% of the approved categories shall be substantiated by a current audit conducted by a federal or state agency. Labor rates for all individuals who may perform any work associated with this project shall be identified in the proposal. The individuals will be identified by name and job category. This requirement extends to all individuals whether classified as professional or non-professional. Any changes in labor rates and/or additions or changes to personnel providing work on this project must be pre-approved by RTA in writing.

4.4 OVERHEAD RATES

Contractor will be required to submit an audited overhead rate.

4.5 PLACE OF PERFORMANCE

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, _____ **intends**, _____ **does not intend** [**check applicable block**] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street
Address, City, State, County, ZIP
Code)

Name and Address of Owner and Operator of the
Plant or Facility if Other than Offeror or
Respondent

ATTACHMENTS

DOWNLOAD DOCUMENT I

SCOPE OF WORK

Attachments and provided as separate documents on the ProcureWare website
<https://norta.procureware.com/home>.

SUPPLIER SUBMISSION CHECKLIST

The following items must be submitted as noted in order to be considered responsive.

Letter of Interest*

Consultant Questionnaire Form*

Non-Collusion Affidavit*

Certificate on Primary Debarment *

Certificate Regarding Debarment– Lower Tier *

Certification of Restrictions on Lobbying *

Participant Information Form*

To be determine responsive all forms are due on the proposal submittal date.

INSTRUCTIONS FOR OBTAINING FORMS

Go to RTA’s official web site at www.norta.com

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

Click on “Vendor Form Library” for a list of downloadable forms

REGIONAL TRANSIT AUTHORITY

PUBLIC NOTICE

RFP 2022-012 Advertising Campaigns

Addendum I

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

Request For Proposal No. 2022-012 has been amended as follows:

What is the budget for this campaign?

We are not authorized to release a budget before proposals are due.

2. Is there an incumbent agency? No

3. What is the current media buying commission?

N/A, most agency commissions are about 15%.

4. Can images be submitted as part of our previous work history? Yes

Please confirm that an audited overhead rate is required. Our CPA informed us that FAR audited overhead rates apply only to Architecture and Engineering firms. The calculations require advanced job cost systems. And the audits are prohibitively expensive for a Small Business Enterprise. Would unaudited hourly rates alone acceptable in response to this RFP?

We can accept unaudited overhead rates.

Does SBE certification meet the DBE goal?

Not applicable, there are no DBE goals required.

In the RFP and all supporting documents nothing was mentioned of proposal requirements, sections to include, etc. Is there anything in particular RTA would like us to address?

Capabilities as addressed on the grading criteria page.

What specifically are you looking for in terms of showing market familiarity?

Previous work in this market is helpful. Anything that shows that you understand the New Orleans market and that you understand New Orleanians, who they are, and are familiar with our audience, our riders.

Alex Wiggins

**Chief Executive Officer
Regional Transit Authority**

The RTA's Marketing Department is seeking to contract with a full service advertising agency to; create comprehensive marketing and advertising campaigns; and, to plan, place and track paid media to support the RTA's annual marketing and external affairs goals and initiatives to begin in 2022 and to be contracted for a TBD negotiated term.

Year 2022 Marketing and Advertising Initiatives:

- **Advertising Campaigns-** Create advertising campaign to support the new mobile application launching August 2022 and RTA New Links launching September 25, 2022. Required fiscal year, 2022
- **Paid Media Ad Buys-** Plan, place and tracks paid ads with media outlets to support new mobile application launching August 2022 and RTA New Links launching September 25, 2022. Required fiscal year, 2022

Marketing and Advertising Initiatives for years 2023 through TBD contracted term:

- **Advertising Campaigns-** Create and implement innovative marketing and advertising campaigns to support RTA products and transit services including: Pass products and emerging fare media technologies, RTA's Mobile applications, RTA Merchandise (e-commerce store), major transit service expansions, ongoing safety awareness, and other initiatives that directly support RTA's goals. Create advertising campaigns to support initiatives.
- **Paid Media Ad Buys -** Develop plans, place and track paid media advertising; such as radio, broadcast and cable TV, publications, and/or billboards and new media such as digital ads, online ads, banners, social media, and apps to support RTA products and transit services as listed above (advertising campaigns). Planning and placement of paid advertising to support initiatives.

SCOPE OF SERVICES

The proposed vendor or vendors will need to demonstrate they have expertise and are capable of providing or sourcing the following specific services: Comprehensive ad campaign development, targeted marketing and advertising, graphic design, website design, photography, social media, copywriting, script development for radio or television promotional commercials, media planning and placement, branding, printing, and/or special events.

GOAL & OBJECTIVES:

RTA is seeking a vendor to create comprehensive marketing and advertising campaigns to support the RTA's marketing and external affairs goals and initiatives. This includes educating and informing the ridership base, increasing ridership, increasing pass sales, building community engagement and, building RTA's image in the community.

Specific objectives include:

- Improve RTA's image among riders, potential riders, opinion leaders, community/elected leaders;
- Generate new revenue by focusing on untapped opportunities;
- Promote new and expanded transit services and rider tools i.e. the new mobile app and New Links;
- Increase current ridership; and
- Attract new riders to the system and encourage them to become repeat customers.

AVAILABLE CONTRACTS

This Scope of Work is intended to provide a description of the work to be accomplished by the Contractor in accordance with the Contract.

RTA is hereby soliciting Proposals with respect to the following services:

- **Marketing and Advertising Services (Campaigns)**-Marketing and advertising strategy, ad campaign development from start to finish, customer audience profile, research, graphic design and all creative outputs.
- **Media Planning and Buying Services**- Develop paid media plan, set flight dates, negotiate rates, place ads, provide analytics services, ad testing, strategy, assessments, and post-buy analyses for future recommendations.

Proposals may be submitted for one or both of the above. RTA intends to allocate the Contracts in the manner that RTA deems to be most advantageous to RTA. A successful proposer may be awarded one or more of the Contracts. Thus, it is possible that:

- **Marketing and Advertising Services (Campaigns) and Media Planning and Buying Services** will be awarded to different Contractors; or
- Both **Marketing and Advertising Services (Campaigns) and Media Planning and Buying Services** will be awarded to a single Contractor.

The contractor will not commence any Work under this contract until and unless it receives a fully executed Contract and Notice to Proceed in writing from RTA.

AWARD

RTA intends to award the Contract(s) resulting from this solicitation to the responsive responsible proposer(s) who meets all RFP requirements and is determined the most advantageous to RTA.

While awarding a single Contract to one (1) Proposer meeting the requirements of both Categories is preferred, RTA reserves the right to make multiple awards as necessary, to meet the operational and strategic objectives of the agency.

RTA does not represent or guarantee any minimum purchase. This Solicitation does not obligate RTA to contract for the services specified herein. RTA reserves the right to add, remove, or otherwise modify requirements to meet the operational and strategic objectives of the agency.

CONTRACT TERM

The initial term of the contract(s) resulting from this RFP will be for one (1) year from date of award. RTA reserves the option to extend this contract(s) up to four (4) additional years, in one (1) year increments, for a total contract period not to exceed five (5) years, unless special circumstances dictate otherwise. Extension for each additional term may be offered at the sole discretion of RTA and will be subject to written mutual agreement.

The Awarded contractor(s) will provide marketing and advertising services including, but not limited to, the following:

CATEGORY A: ADVERTISING SERVICES (CAMPAIGNS)

The Awarded Contractor will develop, implement, measure and maintain RTA pre-approved marketing campaigns, promotions, programs, and materials for RTA stakeholder groups including, but not limited to current and potential customers, commuters, students, seniors, and the general public. Examples of specific duties may include, but are not limited to, the following:

1. Develop and/or support targeted advertising campaigns and specific market promotions. This may include strategic planning, research, and implementation assistance to support:
 - a. Ridership Campaigns- increase ridership, educate and inform riders
 - b. Technology - New mobile app launch/ mobile ticket sales
 - c. Service Changes - New Links September 29 Service Change
 - d. Safety Campaigns-Rail safety, and general safety for all modes to reduce accidents
2. Develop targeted audience/ rider profiles for strategic planning.
3. Develop advertisements for digital, audio, and print media.
4. Develop a new brand style guide to coordinate the look, voice, and tone of all RTA marketing and communications.
5. Develop advertisements utilizing social media platforms and mobile applications to maximize effectiveness of marketing

activities and stakeholder engagement.

6. Support the development, implementation, and evaluation of RTA's marketing programs to increase ridership, sell mobile tickets/ gain app downloads, promote accident reduction (safety campaigns), and improve service communications/messaging efforts.
7. Support the RTA's Strategic Marketing & Communications Plan. This may include review of the existing document, identifying marketing messages and channels, and working with RTA staff on strategic planning for the future.
8. The comprehensive advertising plans, as designed in conjunction with RTA's marketing team, will be available to RTA upon completion of work. All ads, original art files, campaign materials, and concepts will be made available to RTA upon completion of work.

CATEGORY B: MEDIA PLANNING AND BUYING SERVICES

The Awarded Contractor will support the RTA's media buying services to strategically target messaging to the RTA's core audience. The objective is to select an experienced agency with expertise in planning, placement, execution, and tracking of campaigns, in addition to performance of post-buy analytics to determine the success of the campaign and inform future placements.

Examples of specific duties may include, but are not limited to the following:

1. Agency must demonstrate an adequate level of competency in media planning, placement, and post-buy analytics by having successfully provided these services or sourced services to clients for five years or more.
2. Agency must demonstrate adequate knowledge of the New Orleans MSA along with having established relationships with media outlets.
3. Propose and develop the media placement plan utilizing the most effective media mix for the allocated budget and make future budget recommendations.
4. Utilize latest industry standards, tools, resources for media planning/ buying and utilize up- to-date media buying/ management software to utilize for media planning, buying and post- buy analysis and reporting to RTA.
5. Agency must obtain final approval on media buy from RTA's marketing management prior to purchasing media.
6. Send all creative/ production files to the appropriate media outlets, monitor placements, and report to RTA.
7. Manage placed media and ensure media runs according to media plan.
8. Develop plan, set media goals for reach, frequency, and total GRPs where applicable, working with RTA Marketing.
9. The comprehensive media plan and advertising flight plan will be available upon completion of the advertising campaign.

WORK ORDERS

RTA anticipates that it will issue a Work Order (Order), or a similar document outlining a project, for specific work activities under the Awarded Contract(s)

. Each Order must be mutually agreed upon, in writing, between RTA and the Awarded Contractor(s). Each Order will identify the scope of work and cost for a specific activity. Orders will be placed on an as-needed basis.

PROCUREMENT SUMMARY-RFP 2022-012

REQUIREMENTS

A Solicit Request Routing Sheet for Advertising Campaigns and Media Buying Services with attached scope of work was received by Procurement from Executive Office on May 10, 2022.

SOLICITATION

Request for Proposal (RFP) No. 2022-012 Public Notice was published in The Advocate. The Public Notice and the RFP 2022-012 was posted on the RTA website beginning 5/24/22. The RFP submittal deadline was 6/29/22 at 4:00pm.

RFP SUBMITTAL

Submittal deadline was on 6/29/22 at 4:00pm. Briana Howze handled the receipt of all submissions received. Four (4) proposals were received.

DETERMINATION

Four (4) responsive proposals were received.

SUBMITTAL ANALYSIS

<u>Respondents</u>	<u>Required Forms</u>
Progressive	ALL SUBMITTED
Spear	ALL SUBMITTED
Trumpet	ALL SUBMITTED
White	ALL SUBMITTED

SUMMARY

An Administrative Review was prepared by Briana Howze.

The Technical Evaluation Committee meeting was held on Thursday, July 21, 2022 at 1:30 PM in the RTA Board Room.

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

Angele Young Boutte
Christopher Clark
Dwight Norton

The Technical Evaluation Committee scoring was as follows:

Progressive	75
Spears	261

Trumpet	286
White	207

A second evaluation was done for the top two highest scorers with in person interviews on 11/3/22 for Trumpet and 12/8/22 for Spears. Scores are as follows:

Trumpet	285
Spears	235

It is recommended that the project be split between Trumpet and Spears. Trumpet will be awarded the Marketing & Advertising Services and Spears will be awarded the Media Planning & Buying Services.

Regional Transit Authority
Administrative Review Form

Project Name: Advertising Campaigns & Media Buying Services

Type of Solicitation: RFP 2022-012 DBE/SBE Participation Goal: 0% Number of Respondents: 4

Prime, Primary Contact and Phone Number	DBE and Non-DBE Subconsultants	DBE Commitment Percentage	Price (RFP and ITB ONLY)
Progressive Marketing	N/A	0%	
Spears Consulting	N/A	0%	
Trumpet LLC	N/A	0%	
White Enterprises	N/A	0%	

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

Prime Firm Name	Required Items								
	LA Uniform Public Work Bid	Non-Collusion	Debarment Prime	Debarment Lower	Restrictions on Lobbying	Buy America Compliance	Participant Info	Affidavit of Fee Disposition	Addenda
Progressive Marketing	N/A	Y	Y	Y	Y	N/A	Y	Y	Y
Spears Consulting	N/A	Y	Y	Y	Y	N/A	Y	Y	Y
Trumpet LLC	N/A	Y	Y	Y	Y	N/A	Y	Y	Y
White Enterprises	N/A	Y	Y	Y	Y	N/A	Y	Y	Y

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

Vendor Name: Trumpet

Certified by: Name and Title Briana Howze, Contract Administrator

Procurement Personnel Only

Prime Firm Name	Bid Bond	Insurance	Responsiveness Determination		Responsible Determination					
			Certifications /Licenses	Facilities/ Personnel	SAM.Gov	Previous Experience	Years in Business	Financial Stability	LA License No. if required	
Progressive Marketing			N/A		Y					
Spears Consulting			N/A		Y	Y				

Trumpet LLC			N/A		Y	Y			
White Enterprises			N/A		Y	Y			

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

Vendor Name: Trumpet

Certified by: Name and Title Briana Howze, Contract Administrator



RESOLUTION NO. 23-002

STATE OF LOUISIANA
PARISH OF ORLEANS

Authorization to award a contract to Trumpet, LLC for Marketing & Advertising Campaign Services and to award a contract to Spears Group for Media Planning & Buying Services

Introduced by Commissioner Neal, seconded by Commissioner Coulon.

WHEREAS, the Board of Commissioners of the Regional Transit Authority (RTA) previously authorized staff to solicit companies that can develop creative campaigns and provide media planning and buying services for the RTA; and

WHEREAS, an Invitation for Bid solicitation (IFB) was issued on May 24, 2022 for the acquisition of a vendor and/or vendors to provide creative services to produce the RTA's marketing and advertising campaigns and to provide media planning and buying services to support RTA's marketing goals and initiatives over the next five years; and

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

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

WHEREAS, a Technical Evaluation Committee meeting was held on Thursday, July 21, 2022 in the RTA Board Room; and a second evaluation was completed for the top two highest scorers with in-person interviews on November 3, 2022 with Trumpet and December 8, 2022 with Spears Group.

WHEREAS, the RTA solicited for proposals and proposals were submitted for one or both of the following services: Marketing and Advertising Services (Campaigns) which includes marketing and advertising strategy, ad campaign development from start to finish, customer audience profile, research, graphic design and all creative outputs; and Media Planning and Buying Services which includes development of paid media plans, setting flight dates, negotiating ad rates, placing ads, providing analytics services, ad testing, strategy, assessments, and post-buy analyses.

Resolution No. 23-002

Page 2

WHEREAS, the IFB solicitation allowed the RTA to make multiple awards based on the requested services; to allow for multiple contracts; one contract for the Marketing and Advertising Campaign Services and a separate contract for the Media Planning & Buying Services; and

WHEREAS, RTA intends to award the contracts resulting from this solicitation to the responsive responsible proposers who meet all IFB requirements and are determined the most advantageous to RTA. Therefore, RTA recommends multiple awards, to meet the operational and strategic objectives of the agency, resulting in two contracts awards on one resolution.

WHEREAS, it is recommended that the project be split between Trumpet and Spears. Trumpet will be awarded the Marketing and Advertising Campaign Services contract for \$200,000 and Spears will be awarded the Media Planning & Buying Services contract for \$200,000, totaling \$400,000 per year for up to five-years with a not to exceed total of \$2,000,000.

WHEREAS, funding for the above-stated project is \$400,000 per year; establishing the project's five-year total funding of \$2,000,000 and is made available through the budget established under the RTA operating budget 1760002.7070.163.

WHEREAS, the initial term of the contracts resulting from this IFB will be for one year from date of award with the option to extend the contracts up to four additional years, in one year increments, for a total contract period not to exceed five years, unless special circumstances dictate otherwise. Extension for each additional term may be offered at the sole discretion of RTA and will be subject to written mutual agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Regional Transit Authority hereby authorize the Chief Executive Officer to execute a contract for Marketing and Advertising Campaign Services to Trumpet, LLC at a not to exceed cost of \$200,000 per year up five years, establishing a five-year not to exceed total of \$1,000,000; and to authorize the Chief Executive Officer to execute a contract for Media Planning and Buying Services to The Spears Group, LLC at a not to exceed cost of \$200,000 per year up five years, establishing a five-year not to exceed total of \$1,000,000.

Resolution No. 23-002

Page 3

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

YEAS:	<u>6</u>
NAYS:	<u>0</u>
ABSTAIN:	<u>0</u>
ABSENT:	<u>1</u>

AND THE RESOLUTION WAS ADOPTED ON THE 24th DAY OF JANUARY, 2023.



MARK RAYMOND, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS



Board Report and Staff Summary

File #: 22-159

Board of Commissioners

Radio Communications Infrastructure 2

DESCRIPTION: Motorola systems upgrade and maintenance agreement	AGENDA NO: 22-159
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

To authorize the Chief Executive Officer to issue a contract with Motorola solutions for the upgrade of the agency's radio infrastructure.

ISSUE/BACKGROUND:

RTA's Radio infrastructure has reached its end of useful life and is no longer supported by Motorola. This procurement will create a 5-year service agreement that will include the necessary hardware upgrades. The system upgrade agreement will include our servers, LAN switches, routers, and ASTRO 25 system upgrades. The service agreement includes network monitoring, technical support, dispatch service on-site support, advanced repair and replacement, and security update service.

DISCUSSION:

Radios are used in our agency every day and are a critical part of our operation. Ensuring that the RTA has the proper radio infrastructure and support is a pillar of our organization's success. The system. The new system will replace end-of-life radio components as well as additional upgrades that will help to build a resilience piece of our radio communications with the introduction of voice-over IP technology options. Overall, the upgrades provide key component upgrades to our radio infrastructure as well as prepare the agency for the future.

The project will Piggyback of Ascension Parish Sheriff's office Motorola catalog contract that will allow the RTA to purchase Motorola products and services.

FINANCIAL IMPACT:

The system upgrade agreement will be funded with local funds over a five (5) year period of time. The capital account code is 1.1117

Year one \$1,230,997.68

Year Two \$709,352.94

Year Three \$734650.20

Year Four \$759,851.11

Year Five \$788,745.60

Total \$4,223,597.53

NEXT STEPS:

Upon board approval, RTA staff will issue a purchase order and start the upgrade project.

ATTACHMENTS:

1. Resolution
2. Procurement package

Prepared By: Ryan Moser
Title: Director of Fleet Advancement

Reviewed By: Lona Hankins
Title: Infrastructure & Planning

Reviewed By: Gizelle Banks
Title: Chief Financial Officer



12/27/2022

Lona Hankins
Interim Chief Executive Officer

Date



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

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

Solicitation ID	140
ProjectSchedule Delivery Date	6/30/2023 5:00 AM
Technical Specs attached	Yes
Scope of Work attached	Yes

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

Name: MOSER, RYAN
Title: DIRECTOR OF FLEET ADVANCEMENT
Ext: 8458

B. Name of Project, Service or Product:

Motorola System upgrade

C. Justification of Procurement:

RTA's Radio infrastructure has reached its end of useful life and is no longer supported by Motorola. This Procurement will create a 5 year service agreement that will include the neccicary hardware upgrades. The system upgrade agreement will include our servers, LAN switches, and routers, and ASTRO 25 system upgrades. The service agreement includes network monitoring, technical support, dispatch service on site support, advanced repair and replacement, and security update service.

Radios are used in our agency every day and a critical part of our operation. Ensuring that we have the proper radio infrastructure and support is a pillar of our organizations success.

D. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant?

Director of Grants / Federal compliance:	
Signature	
Date	

E. Security:

Security Chief	Robert C Hickman Jr
Signature	<i>Robert C Hickman Jr</i>



Date	11/29/2022 12:03 AM
------	---------------------

F. Safety: Include Standard Safety Provisions Only:

Additional Safety Requirements Attached

false

Safety Chief	Michael J Smith
Signature	<i>Michael J Smith</i>
Date	November 28 2022

Risk Management:

Include Standard Insurance Provisions Only?

true

Include Additional Insurance Requirements Attached ?

false

Risk Management Analyst	Marc Popkin
Signature	<i>Marc Popkin</i>
Date	November 29 2022

G. Funding Source:

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

ICE Amount: \$4,553,653.53

Total Projected Cost: \$4,223,597.53

Funding Type: Local

Federal Funding	State	Local	Other
		\$4,223,597.53	
Projected Fed Cost	State	Local	Other
		\$4,223,597.53	

FTA Grant IDs	Budget Codes
	1.1117



Budget Analyst	Eugenie Fenerty
Signature	<i>Eugenie Fenerty</i>
Date	November 22 2022

H. DBE/SBE GOAL:

% DBE	
% Small Business	0

Director of Small Business Development:	Adonis C Expose'
Signature	<i>Adonis C Expose'</i>
Date	November 22 2022

DBE/EE Manager	Adonis C Expose'
Signature	<i>Adonis C Expose'</i>
Date	November 29 2022

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

Department Head	Dwight D. Norton on behalf of Lona E. Hankins
Signature	<i>Dwight D. Norton on behalf of Lona E. Hankins</i>
Date	November 22 2022

Chief	Dwight D Norton on behalf of Lona E Hankins
Signature	<i>Dwight D Norton on behalf of Lona E Hankins</i>
Date	November 28 2022

Director of Procurement	Ronald Baptiste
Signature	<i>Ronald Baptiste</i>
Date	November 29 2022

FOR PROCUREMENT USE ONLY

Type of Procurement Requested:

SC - State Contract

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

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

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



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

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

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

Chief Financial Officer	Gizelle Johnson-Banks
Signature	<i>Gizelle Johnson-Banks</i>
Date	November 30 2022

Chief Executive Officer	Alex Z. Wiggins
Signature	<i>Alex Z. Wiggins</i>
Date	December 01 2022



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

504.827.8300

www.norta.com

RESOLUTION NO. 23-003

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO AWARD A CONTRACT TO MOTOROLA SOLUTIONS, INC FOR
THE PURCHASE OF PORTABLE RADIOS.**

Introduced by Commissioner Neal, seconded by Commissioner
Coulon.

WHEREAS, the Chief Executive Officer of the RTA has the need to upgrad agency radio infrastructure; and

WHEREAS, the purchase of motorola radio infrastructure will enable the RTA to carry out its day-to-day operation effectively; and

WHEREAS, staff has evaluated and determined that purchasing radios using Ascenion Parish Sheriff's Office contract is the most cost-effective way to purchase; and

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

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



RESOLUTION NO. 23-003

Page 2

WHEREAS, it is the opinion of the RTA Board of Commissioners that the radio infrastructure upgrades are critical to maintaining the function, reliability, and support of service on behalf of the Regional Transit Authority; and

WHEREAS, funding for the above-stated project is made available through local funds account code 1.1117 over a five-year period in the total amount of FOUR MILLION TWO-HUNDRED THOUSAND SEVENHUNDERAD FORTY-FIVE DOLLARS.

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

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

YEAS:	<u> 6 </u>
NAYS:	<u> 0 </u>
ABSTAIN:	<u> 0 </u>
ABSENT:	<u> 1 </u>

AND THE RESOLUTION WAS ADOPTED ON THE 24th DAY OF January.

**Mark Raymond, Jr.
Chairman
Board of Commissioners**



Board Report and Staff Summary

File #: 22-175

Board of Commissioners

Clever Device Maintenance Agreement

DESCRIPTION: Clever Device hardware and software maintenance agreement	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

To authorize the Chief Executive Officer to award a contract to Clever Devices to establish a maintenance contract for software and hardware systems.

ISSUE/BACKGROUND:

Clever Devices is used as our vehicle computer-aided dispatch and automatic vehicle location systems (CAD/AVL). This system was installed back in 2017 on our street cars and buses. The agency has undergone two maintenance contracts with clever devices for hardware maintenance repairs as well as server maintenance. The agency has a need to issue a contract renewal for 2023 in the amount of \$272,058.65.

DISCUSSION:

The CAD/AVL system provides RTA with real-time vehicle data that allows the dispatcher to monitor drivers and passengers on all modes of transportation remotely. In FY 2023, clever systems will be installed on agency ferries as well. Clever provides data related to the agency's on-time performance, as well as passenger counts.

The maintenance agreement will provide the agency with software updates, support for hardware, technical support, GTFS uploads for schedules. The contract will be managed by the Information Technology department.

FINANCIAL IMPACT:

The cost of this contract will be \$272,058.65, and funding is available through local funding, account code 1294399.7610.101

NEXT STEPS:

Upon RTA Board approval, staff will assign a purchase order and monitor the contract.

ATTACHMENTS:

1. Board Resolution

- 2. Clever Device Agreement
- 3. Procurement Summary

Prepared By: Ryan Moser
Title: Director of Fleet Advancement

Reviewed By: Sterlin Stevens
Title: Director of Information Technology

Reviewed By: Gizelle Banks
Title: Chief Financial Officer



12/21/2022

Lona Hankins
Interim Chief Executive Officer

Date

CLEVER DEVICES'
HARDWARE WARRANTY
AND
SOFTWARE MAINTENANCE AGREEMENT
TO
NEW ORLEANS REGIONAL TRANSIT AUTHORITY
FOR
ONE (1) YEAR

AUGUST 25, 2022

CLEVER DEVICES' TRADEMARKS

Clever Devices®
AVM®
BusLink®
BusLink Switch®
BusTime®
BusTools®
BusWare™
CleverAnalytics®
CleverCAD®
CleverCare®
CleverCERT®
CleverCounter™
CleverReports®
CleverWare™
CleverWorks®
GH7™
GreyHawk 7™
IncidentAnalytics™
Incident Management™
IdleMonitor®
Intelligent Vehicle Network®
IVN®
Mtram®
M.A.I.O.R.®
PerfectNav™
Seymor®
SpeakEasy®
SmartYard®
TurnWarning®

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DEFINITIONS

As used in this Agreement, the following capitalized terms shall have the meanings set forth below:

TERM	DEFINITION
"Additional Services"	Any future service not defined in this Agreement or included in the Statement of Work or Scope of Work.
"Agreement"	Means this Hardware Warranty and Software Maintenance Agreement, consisting of the signature pages, the Terms and Conditions, all exhibits, annexes, appendices, addenda and schedules, and each Amendment, if any.
"Bench Fee"	The fee that is charged to a Customer to perform non-warranty repairs.
"Beneficial Use"	Software and Hosting: Upon the successful completion of mini-fleet testing. Hardware: Upon successfully passing installation Acceptance Test Procedure (ATP) Software only: Completion of software installation and training.
"Category 2 Issue(s)"	Are / is a minor system failure(s). A minor system failure is any failure that prevents a subsystem from being used efficiently.
"Cloud Hosting" or "Hosted Solution"	Those applications that Clever Devices hosts on its servers and / or cloud service providers' server as part of the overall ITS solution.
"COTS" or "Commercial Off-The-Shelf"	Equipment or software which are then adapted to satisfy the needs of a Customer Solution
"Customer"	Refers to the Transit Authority who is a party to this Agreement.
"End of Life" or "EoL"	The date at which time a product (software or hardware) will be discontinued from availability.
"End of Sale"	The First phase of product discontinuance where the product is no longer available for purchase as a new purchase. The product will be available only for the use of repair or replacement.
"End of Service Life" or "EoS"	The date at which time service and/or support will no longer be available on a product.
"General Field Service Rates"	Rates for services not covered under a service agreement.
"Hardware Product(s)"	Means the Clever Devices' goods provided to Customer per the initial agreement between Customer and Clever Devices.

"Hardware Warranty"	It is the repair or replacement of returned faulty hardware during the specified Warranty Period. This applies to onboard equipment provided by Clever Devices.
"Incident Priority"	Priority of an issue based on the impact of the issue.
"Intelligent Transportation System" or "ITS"	The Hardware and software comprising the Clever Devices solution deployed at Customer.
"IT INFRASTRUCTURE LIBRARY" OR "ITIL"	A framework of best practices for delivering IT Services.
"Maintenance"	Support services that are provided above or in addition to the Warranty
"Maintenance Period"	The duration of the maintenance subject to the terms and conditions as specified in Section 3.2 of this Agreement.
"Maintenance Window" or "Maintenance Outage:"	The period of time, agreed to by both the Customer and Clever Devices, where systems and/or applications are unavailable so that they may be updated or maintained.
"No Problem Found" or "NPF"	A fully functional product with no need for repair.
"Non-Warranty Repairs"	Any causes defined in the Agreement as not covered by the Hardware Warranty.
"Non-Warranty Product" or "Non-Warranty Parts"	Are products or parts provided that are not covered under this Agreement or any other existing agreement between Clever Devices and Customer.
"OEM Equipment"	That equipment that is not manufactured by Clever Devices. Clever Devices may, provide OEM equipment as part of the solution to the Customer
"OEM Warranty"	The warranty statement/agreement from OEM Equipment.
"Owner of Failure"	Determination of responsible for product fault based on diagnostics.
"Priority 1 Issue" or "P1" or "Critical Issue"	Any event or combination of events which causes 100% loss, outage or availability of the infrastructure, or hosted service and there is no viable workaround and affects the Customer's ability to use any of the contracted Services and / or Solutions.
"Priority 2 Issue" or "P2" or "Major Issue"	Any event or combination of events which causes partial loss, outage, or availability, resulting in serious degradation of Infrastructure Device or hosted service which partially prevents the use of contracted Service or some of its features.

"Priority 3 Issue" or "P3" or "Minor Issue"	Impaired performance of any specific infrastructure device, application or vehicle subsystem which affects the performance of the contract Service but does not prevent normal use with some limitations or finding alternate options.
"Priority 4 Issue" or "P4" or "Informational Issue"	Device/Service is functioning properly, unrelated to performance of the equipment, application, or Service.
"Remote Support"	Any support in which Clever Devices accesses the Customer's system or network using a secure Virtual Private Network (VPN) connection.
"Resolution Tracking Number" or "Case Number" or "Incident Number"	A categorized number assigned to a particular defect in the issue-tracking system. Any support in which Clever Devices accesses the Customer's system or network using a secure Virtual Private Network (VPN) connection.
"Return Merchandise Authorization" or "RMA"	Approval to return any product to Clever Devices.
"Scope of Work"	Referring to the scope of services offered in accordance with the Statement of Work.
"Service Level Agreement" or "SLA"	The level of service that Clever Devices commits to providing to the Customer
"Software Enhancement(s)"	A change in Software functionality or graphical user interface
"Software Error(s)"	A flaw in Software that causes it to produce an incorrect or unintended result.
"Software Defect(s)"	A flaw in Software that causes it to produce an incorrect or unintended result.
"Software License(s)"	Means the rights granted to Customer in accordance with Clever Devices' EULA, provided with the initial agreement between Clever Devices and Customer.
"Software Maintenance"	The maintenance provided for all components of the Software Product(s) purchased.
"Software Product(s)"	The specific Clever Devices' licensed product(s).
"Software Service(s)"	Referring to acts of service by Clever Devices regarding the software deployed at Customer's.

"Software Updates" or "Software Patches"	<p>Either a modification or addition that, when made or added to the Software Product, brings the Software Product into material conformity with its published specifications. Software Updates are applied to Customer's existing version of software and include bug fixes. Referring to acts of service by Clever Devices regarding the software deployed at Customer's.</p>
"Software Upgrade(s)"	<p>New, standalone versions of a Software Product that may include major improvements and enhancements. An upgrade advances the product to a level of features or other enhancements which are above the original published and agreed specification, or product manual. Either a modification or addition that, when made or added to the Software Product, brings the Software Product into material conformity with its published specifications. Software Updates are applied to Customer's existing version of software and include bug fixes.</p>
"Statement of Work"	<p>The description of the services to be provided under this agreement between Clever Devices and Customer.</p>
"System Acceptance" or "SA"	<p>The point where the Customer has "signed off" and accepted the system is acceptable for standard use. The description of the services to be provided under this agreement between Clever Devices and Customer.</p>
"Warranty"	<p>The general agreement that Clever Devices guarantees its products are delivered without defects and will resolve any defects during the period of warranty. See "CD Hardware Warranty" and "CD Software Warranty"</p>
"Warranty Period"	<p>Means, in relation to any Goods, the warranty period specified in this Agreement or in accordance with the proposal submitted in response to the Request for Proposal.</p>

1 OVERVIEW

This document sets forth Terms and Conditions of the basic Hardware Warranty Agreement and the Software Maintenance Agreement (the “Agreement”) between New Orleans Regional Transit Authority and Clever Devices Ltd.

2 COMPANIES INVOLVED

2.1 CLEVER DEVICES LTD.

Clever Devices Ltd. (“Clever Devices”) is a service provider to New Orleans Regional Transit Authority.

Clever Devices’ Contact

Monica Malhotra
Executive Vice President
516-403-8325
mmalhotra@cleverdevices.com

2.2 TRANSIT AUTHORITY

New Orleans Regional Transit Authority (“Customer”) is the end user entity of Clever Devices’ Intelligent Transportation Systems (ITS) Hardware and Software Products.

New Orleans Regional Transit Authority Contact

Sterlin Stevens
2817 Canal Street New Orleans, LA 70119
504-606-3354
sstevens@rtaforward.org

3 TERMS OF AGREEMENT

3.1 SCOPE OF AGREEMENT

This Agreement includes a Hardware Warranty and a Software Maintenance Agreement for the listed products for the term December 1, 2022 - November 30, 2023, and a process for obtaining warranty service for the listed hardware products.

3.2 TERMS OF AGREEMENT

3.2.1 HARDWARE

The term of this Agreement is One (1) Year, starting during the deployment stage and the contracted warranty phase of this Agreement. Hardware Products no longer under Warranty or not covered by a current, valid Hardware Warranty Agreement will require a full technical audit to determine the system's functionality and health.

3.2.2 SOFTWARE

The term of this Agreement is One (1) Year, starting once the Software Warranty or previous Software Maintenance Agreement has expired. Support for licensed Software Products no longer under Warranty or not covered by a current, valid Software Maintenance Agreement will require repurchase of the Software License(s) or as otherwise mutually agreed upon between the parties in a signed writing.

3.3 ANNUAL RENEWAL AND EARLY TERMINATION

Clever Devices' Hardware Warranty and Software Maintenance Agreements renew automatically for one-year upon expiration of the current term unless written notice is provided prior to the expiration date. Ninety (90) days before the expiration date, Clever Devices will invoice the renewal at an increase to the expiring Agreement at a rate no greater than 3%.

If early termination of this Agreement is exercised, a cancellation penalty of the cost of the remaining balance of this Agreement will apply.

4 HARDWARE WARRANTY AGREEMENT

This Hardware Warranty Agreement provides warranty Terms and Conditions that include scope, policies, and procedures for maintenance of Hardware Product(s) supplied by Clever Devices and identified herein.

4.1 COVERED HARDWARE PRODUCTS

The Clever Devices Hardware Products covered by this Agreement is referenced in Attachment A. If the quantity of products changes during the term of this Agreement, the resulting additional fee will be prorated for the remaining portion of this Agreement.

See attached Attachment A.

4.2 NEW MANUFACTURED PRODUCTS LIMITED WARRANTY

Clever Devices guarantees that each product is free from defects in material and workmanship. Clever Devices also guarantees the performance of this product for the contracted terms.

If the product fails to operate as specified and has not been tampered with or abused during this Warranty Period, Clever Devices or its authorized service agents will have the option to repair or replace the defective part or the product at no cost to the Customer. Bench Fees will apply to any product received by Clever Devices with a “No Problem Found” (NPF) condition. NPF condition is defined as a fully functional product with no need for repair. Clever Devices will provide a quote for repairs for products returned with failures caused by improper use. The repairs will only take place once the Customer has authorized Clever Devices to do so. Such services by Clever Devices will be the original purchaser’s sole and exclusive remedy.

It is the Customer’s responsibility to make certain new products are not being purchased for the replacement of defective products under warranty.

Clever Devices will not honor credit requests on any defective or used product. Product replacement will be the only option available to the Customer. At the discretion of Clever Devices, limited quantities of restockable product may be returned for credit; the product must be unused and in the original unopened containers. A 25% restocking fee will be charged, and a credit will be issued only after the product has been received and inspected.

This warranty does not apply to: (a) damage caused by accident, abuse, misuse, misapplication or improper installation (b) damage caused by conditions outside Clever Devices’ specifications, including but not limited to vandalism, fire, water, temperature, humidity, dust or other perils (c) to damage caused by service (including upgrades) performed outside the product specifications in documentation provided and by anyone who is not a Clever Devices authorized Technician (d) a product or a part that has been modified without the written permission of Clever Devices or (e) if any Clever Devices’ serial number has been removed or defaced, (f) expendable or consumable parts, such as batteries and flashcards.

Clever Devices will not be liable for any special, incidental, or consequential damages for loss, damage directly or indirectly arising from Customer’s use or inability to use the equipment either separately or in combination with other equipment, or for personal injury or loss or destruction of other property, or from any other cause.

4.3 WARRANTY REPAIR POLICY

A replacement or repaired product assumes the remaining warranty of the original product or 90 days post repair, whichever provides longer coverage. When a product is exchanged, the replacement product becomes the Customer’s property, and the replaced product becomes the property of Clever Devices.

4.4 SPARE PARTS INVENTORY

In support of this Agreement, the Customer should maintain an inventory of Clever Devices' system components at the recommended level for use during completion of repairs. The Customer's Technician shall remove and replace a defective component with a spare and send the defective component to Clever Devices for analysis and repair or replacement. Shipping fees for repair units are covered on an individual event basis and not included in the service price. If there is no unit in the spares pool to support remove/replace/restoration activity, the repair will be delayed until spare equipment is delivered to the property.

4.5 OBTAINING WARRANTY SERVICE

The Customer is responsible for returning any defective products to Clever Devices. Products will not be accepted without a Return Merchandise Authorization (RMA) number. The Customer shall obtain an RMA number by contacting Clever Devices' Customer Service Department using the below. Clever Devices will respond to RMA requests within two (2) business days.

Customer Service Telephone: 1-888-478-3359

Customer Service Email Address: CSReturns@CleverDevices.com

In order to provide an RMA number, Clever Devices will need the following information:

- Item Description
- Clever Devices Part Number
- Serial Number
- Quantity being returned
- Reason for Return
- Bus Number, if applicable

Upon receipt of an RMA number, the Customer may send the product(s) to Clever Devices using the address indicated below. The Customer is responsible to ensure secure packaging of the product, preferably in the original box in which it was received. Boxes and shipping materials can be purchased from Clever Devices for a nominal fee. Clever Devices is not responsible for any damage to the product caused during transit or for any package lost in transit. The Customer shall assume the cost of all defective product shipments made to Clever Devices.

Return Shipping Address (unless otherwise specified by Clever Devices):

Clever Devices Ltd.
300 Crossways Park Drive
Woodbury, NY 11797
Attn: Customer Service Department
RMA Returns: RMA#....

4.6 FAILURE ANALYSIS

A Clever Devices' bench technician will evaluate products received and complete a Failure Analysis. If the product is repairable, Clever Devices will repair the product. If the product is not repairable, Clever Devices will replace the product with another from Clever Devices' inventory. The "Owner of Failure" will be assessed during evaluation and shall be reported to the Customer at time of completion. Clever Devices will make a best effort to return the repaired product or provide a replacement within 30 days of receiving it from the Customer. Clever Devices will provide the Customer with a detailed quotation and/or invoice for all costs associated with Non-Warranty Repairs prior to performing any repairs.

4.7 REPAIR

Upon a completed Failure Analysis and repair, if applicable, product(s) will be shipped back to the Customer. Clever Devices will only incur the cost for shipping products under warranty; the Customer is responsible for shipping cost for all Non-Warranty Repairs or replacements and/or “No Problem Found” conditions.

Customers may contact Clever Devices at any time during the warranty service process, for information regarding status.

4.8 NON-WARRANTY REPAIR POLICY

A Non-Warranty Repair is a repair made outside the scope of this maintenance Agreement and includes, but not limited to, vandalism, any modification not approved by Clever Devices, or use of the product outside its intended acceptable use.

Upon determination of a Non-Warranty Diagnosis, Clever Devices will present the Customer with a report providing the reason as well as a quote to repair the product that includes the bench time to diagnose the issue. The quote labor rates will be our standard rates as follows:

\$170.00 for the first hour*

\$ 85.00 per hour for each additional hour in 30 minute increments

*Minimum 1 hour charged for all Non-Warranty efforts. Parts as quoted.

Repairs of Non-Warranty equipment will begin upon acceptance of the quote by the customer.

Non-Warranty Repairs made in the field will be subject to the General Field Service Rates detailed below.

Repairs made by Clever Devices on products not under warranty carry a limited repair warranty of 90 days on services and replacement parts only. Defects in repair work or any parts replaced by Clever Devices will be corrected at no charge if the defect occurs within 90 days from shipment from our facility.

4.9 GENERAL FIELD SERVICE RATES

Field Service rates include actual cost of transportation using commercial coach, air, rail, bus, rental car, and cab facilities as applicable, including transportation to and from the airport. Receipts are required.

Mileage Allowance:	IRS Allowable rates
Personal Expenses:	Per Diem rates
Basic Rates:	\$150.00** per hour flat fee for actual time in Customer’s plant and for round-trip travel time for a Field Service Technician.
Miscellaneous:	Actual charges for other necessary items such as tolls, parking and freight charges.

**Rates for Field Service Technicians may vary because of weekend/holiday rates. Overtime rates are billed at time and a half. Requests for service which require personnel other than a Field Service Technician will be provided at time of request.

4.10 NON-CLEVER DEVICES PRODUCT RECEIVED FOR REPAIR

Product(s) received by Clever Devices for repair that were not manufactured or supplied by Clever Devices shall be returned to Customer. Customer shall be responsible for the shipping cost(s) associated with of each product, along with a processing fee.

4.11 CUSTOMER OWNED IT INFRASTRUCTURE

Unless otherwise specified in this agreement, the support and management of any customer owned IT Infrastructure, including, but not limited to:

- Servers (physical or virtual, including the virtualization software)
- Firewalls
- Routers
- Switches
- Network

Shall be the responsibility of the Customer. The Customer shall ensure that they are maintaining their IT Infrastructure in accordance with IT best practices as it relates to security, patching, memory, storage, and file maintenance. Clever Devices shall only be responsible for the support and maintenance of their applications that make use of the Customer's IT Infrastructure.

4.12 END OF SALE

The first phase of product discontinuance is the End of Sale. Clever Devices will notify all existing Customers, One (1) Year in advance, when a product is to no longer be available for sale. Any existing orders will be honored. On the date identified as the End of Sale, the product will no longer be available for purchase as new product. Only the replacement product will be offered/quoted for new sale. Customers may still purchase spare units during this period, but these units may not be used for new deployments.

4.13 END OF SERVICE LIFE

The final stage for a product is the End of Service Life. At this stage, Clever Devices will no longer be able to provide service or support for the product identified. Clever Devices will notify all existing Customers, One (1) in advance, End of Service Life. No service contracts will be available for this product. Any existing service contracts for this product will be supported till its next renewal date or anniversary date, whichever occurs first.

4.14 OEM WARRANTY

Should, as part of the original deployment, Clever Devices provide any products from a third party (OEM), unless otherwise specified in this agreement, that OEM hardware shall be covered by this warranty. It should be noted that turnaround times for repair/replacement service may be different than what Clever can offer due to any terms from the OEM.

4.15 PRODUCT UPGRADES

Hardware upgrades are not part of this Agreement.

4.16 FIELD SERVICE

Clever Devices Field Service dispatch is not included as part of this Agreement.

5 SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement provides Terms and Conditions that include definitions and maintenance procedures for the Software Product(s) supplied by Clever Devices and identified under Attachment B. This Agreement is subject to the End User License Agreement (EULA) for these product(s) and performance of features and functions as outlined in the User Manual or Acceptance Test Procedure document.

5.1 COVERED SOFTWARE PRODUCTS

The Clever Devices Software Products covered by this Agreement is referenced in Attachment B. If the quantity of products changes during the term of this Agreement, the resulting additional fee will be prorated for the remaining portion of this Agreement.

See attached Attachment B.

5.2 GENERAL DEFINITIONS

Customer:	The single end-user organization (license holder of the Software Product) signing this Agreement and authorized to use the Program(s).
Software Product:	The specific Clever Devices licensed product(s).
Software Update(s):	Either a modification or addition that, when made or added to the Software Product, brings the Product into material conformity with its published specifications. Software Updates are applied to Customer's existing version of software and include bug fixes.
Software Upgrade(s):	New, standalone versions of a Software Product that may include major improvement and enhancements. An upgrade advances the product to a level of features or other enhancements which are above the original published and agreed specification, or product manual.
Software Maintenance:	The maintenance provided for all components of the Software Product purchased.
Maintenance Period:	The duration of the maintenance subject to the terms and conditions as specified in section 3 "Terms of Agreement".

5.3 SCOPE OF MAINTENANCE SUPPORT

During the maintenance term, Clever Devices agrees to provide basic maintenance services in support of the licensed Software Product. Maintenance services shall consist of:

Data or Data Backups:	Neither Data nor Data Backups are covered under this agreement. The Customer is responsible for backing up and maintaining their data.
Field Service Labor:	Unless specified in this agreement, deployment of Clever Devices Field Services labor is not covered for software updates or software upgrades but may be quoted on an as needed basis.
Software Update(s):	Customers with valid Software Maintenance Agreements are entitled to Software Updates for all licensed products. Software Updates may incorporate corrections of any substantial defects or fixes of any minor malfunction. In addition, Software Updates may include Software Enhancements to the Software that are implemented at the sole discretion of Clever Devices. Software Updates do not

cover Clever Devices' *deployment labor, training, hardware upgrades, data or data backups.

Software Upgrade(s): Customers with valid Software Maintenance Agreements are entitled to Software Upgrades for all licensed products. Software Upgrades do not cover Clever Devices' *deployment labor, training, hardware upgrades, data or data backups.

Software Error and Defect Corrections: Clever Devices shall be responsible for using all reasonable diligence to correct verifiable and reproducible errors when reported to Clever Devices in accordance with its standard reporting procedures. Reported defects will be reviewed by Clever Devices. Reported defects are defined as:

- ***Defect:** To be corrected by the next maintenance release. Deployment labor will not be charged to correct any defects, including bugs fixes.
- **Enhancement:** Desirable enhancement which will be reviewed for inclusion in the next maintenance release.

Training: Unless otherwise specified in this agreement, training is not covered as part of any software update or software upgrade

Error and release testing will be performed at Clever Devices' offices. Reported errors will be tested on a test platform in a controlled environment. If applicable, New Orleans Regional Transit Authority will supply Clever Devices with a copy of the most current database associated with software version for which errors have been reported.

While Clever Devices will perform all testing in their environment, it is not possible to account for the exact Customer environment and Clever Devices cannot guarantee an issue free deployment unless the Customer has their own test/dev environment.

5.4 TECHNICAL SUPPORT

For all Clever Devices' products covered under warranty or by a current, valid Maintenance Agreement, Clever Devices' service organization provides technical support 24 hours a day, 7 days a week, 365 days a year. Regular business hours are Monday through Friday, 8:30am to 5:30pm Eastern Time. All other times are considered "after-hours" subject to a "call back" from one of our Technical Support Engineers. Clever Devices will escalate issues to third-party vendors for Clever Devices' Products running third-party application software. Support times from third-party vendors vary and may not be consistent with that of Clever Devices.

5.4.1 ISSUE REPORTING

The Customer is responsible for reporting all discovered issues to Clever Devices' Technical Support Department. Once Clever Devices is contacted by phone or email, a Technical Support Representative and the Technical Supervisor are notified; if necessary, the Sr. Vice President of Client Services are also notified.

Clever Devices routinely provides agencies two methods for requesting technical support: using a toll-free number or email to our Technical Support service. Contacts for Clever Devices' service and support during regular business hours are as follows:

Technical Support Number: 1-888-478-3359

Email Address: CleverSupport@CleverDevices.com

All after-hour calls should only be made to the Technical Support Department phone. After-hour calls will be forwarded to an answering service and then to a Clever Devices on-call Technical Support Representative. For Critical (Priority 1) or Major (Priority 2) issues, Clever Devices requests that the Customer contact Technical Support via phone for a more immediate response.

5.5 ISSUE TRACKING AND RESOLUTION

Upon receipt of a support request, our Technical Support Department will open an incident, assign an Incident Number and priority. Our Technical Support Department will proceed to troubleshoot the problem, escalating as required.

When contacting the TAC for support, the Customer should make sure that they have the following information available:

- Customer name and location
- Contact phone number and email
- Product name that is experiencing an issue
- Serial number and vehicle number if available
- Software version
- Description of issue
- Steps taken by Customer to troubleshoot

5.5.1 DETERMINE PRIORITY

A Technical Support Representative determines the issue’s priority by following the IT Infrastructure Library (ITIL) approach on Priority.

Priority Definitions

Priority Level	Name	Definition
P1	Critical	Any event or combination of events which causes 100% loss, outage or availability of the infrastructure, or hosted service and there is no viable workaround and affects the Customer's ability to use any of the contracted Services/Solutions.
P2	Major	Any event or combination of events which causes partial loss, outage, or availability, resulting in serious degradation of Infrastructure Device or hosted service which partially prevents the use of contracted Service or some of its features.
P3	Minor	Impaired performance of any specific infrastructure device, application or vehicle subsystem which affects the performance of the contract Service but does not prevent normal use with some limitations or finding alternate options.
P4	Info	Device/Service is functioning properly, unrelated to performance of the equipment, application, or Service.

5.6 TRACK AND RESOLVE ISSUE

Clever Devices utilize a tracking system to manage and store Customer issues, reported defects and any new features, and improvements made during our software development lifecycle. Once categorized, issues will be entered into the tracking system and monitored through closure. The issue-tracking system will assign a Resolution Tracking Number that will be provided to Customer. Upon discovery of an error, and if requested by Clever Devices, Customer agrees to submit a listing of any data, including data log files, so we may reproduce the error and the operating conditions under which the error occurred or was discovered.

5.7 REMOTE SUPPORT

With permission from New Orleans Regional Transit Authority, Clever Devices will provide Customer with Remote Support as necessary, using a secure Virtual Private Network (VPN) connection or other mutually agreed upon remote access system. Through this connection Clever Devices will have the ability to logon to Customer's internal network and then access the deployed system(s) to assess and diagnose issues, update code, or deliver bug fixes. Should remote access not be available, due to lack of access or permission from the Customer, any Service Level Agreements ("SLAs") that may be impacted due to this lack of access will be excluded from remote support.

Clever Devices agrees to comply with the Customer's ITS connection policy, barring the policy and procedure does not impede troubleshooting or functionality of Clever Devices' system. Clever Devices will not access Customer's internal network for any purpose other than technical online support, as provided in this proposal.

5.8 FIELD SERVICES

Clever Devices Field Service dispatch is not included as part of this agreement.

5.9 ADDITIONAL SERVICES

In support of the Software Product(s), Clever Devices may provide Additional services, per Agreement with the Customer, subject to payment of their normal charges and expenses. Additional Services may include

Upgrade and Update Installation/Deployment Labor:	Clever Devices can offer assistance to help New Orleans Regional Transit Authority test, install and operate each new release of licensed Software Products. This assistance will be quoted at the time of each request unless contracted for on an annual basis.
Custom Enhancements:	Clever Devices will consider and evaluate the development of additional enhancements for specific use and will respond to requests for Additional services pertaining to the Software Product. Each response for an enhancement will include a cost to produce the enhancement.
Integration:	Integration with third-party software initially, or resulting from changes or updates to those products, will be quoted upon request.

5.10 EXCEPTIONS

The following are not covered by this Software Maintenance Agreement:

- Any problems resulting from failures of the hardware platform on which the software is installed, or problems resulting from hardware or network devices connected or installed on the hardware platform on which the software is installed.
- Any problem resulting from misuse, improper use, alteration, or damage of the Software Product(s).
- Errors in any version of the Software Product(s) other than the most recent update delivered and deployed to Customer.
- Problems and errors resulting from improper installation of the delivered Software Product by the end user, or problems and errors resulting from the installation of software or hardware products not approved by Clever Devices for use with this product.

The Customer will be responsible for paying Clever Devices' normal charges and expenses for time or other resources provided by Clever Devices to diagnose or attempt to correct any such problem. In addition, the

Customer will be responsible for procuring, installing, and maintaining all equipment, communication interfaces, and other hardware or software necessary to operate the Software Product(s) and to obtain maintenance services from Clever Devices. Clever Devices will not be responsible for delays caused by events or circumstances beyond its reasonable control.

Requests for support for licensed Software Products no longer under Warranty or not covered by a current, valid Software Maintenance Agreement will require repurchase of the Software License(s).

5.11 COMMERCIAL OFF THE SHELF SOFTWARE (COTSS)

COTS Software that is in use and required to deploy the Clever Devices' solution will be managed and maintained by the Customer unless otherwise explicitly stated otherwise in this agreement. Some examples of COTS software are, but not limited to: Computer Service Operating System Software, SQL Database Software, Virus Protection Software, any security protection software. It is the sole responsibility of the Customer to ensure that they are maintaining their COTS environment.

5.12 CUSTOMER OWNED IT INFRASTRUCTURE

Unless otherwise specified in this agreement, the support and management of any customer owned IT Infrastructure, including, but not limited to:

- Servers
- Firewalls
- Routers
- Switches
- Network

Shall be the responsibility of the Customer. The Customer shall ensure that they are maintaining their IT Infrastructure in accordance with IT best practices as it relates to security, patching, memory, storage and file maintenance. Clever Devices shall only be responsible for the support and maintenance of their applications that make use of the Customer's IT Infrastructure.

6 ADDITIONAL SCOPE OF WORK

Please see Attachment C, if applicable.

7 SIGNATURE PAGE

IN WITNESS WHEREOFF, the parties hereto have executed this Contract on the day and year first above written.

Clever Devices Ltd.

CONTRACTOR

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Dated: _____

New Orleans Regional Transit Authority

CUSTOMER

By: _____
(Signature) Authorized Representative

Name: _____
(Print)

Title: _____

Dated: _____

8 ATTACHMENT A – COVERED HARDWARE PRODUCTS

Product	Quantity	Contract Start Date
IVN Controller	134	December 1, 2022
IVN-R Controller	66	December 1, 2022
Transit Control Head	200	December 1, 2022
EA Switch	200	December 1, 2022
PA Plate Assembly	200	December 1, 2022
Exterior Speakers	200	December 1, 2022
AVC Microphone	200	December 1, 2022
Multi-Band Antenna	200	December 1, 2022
URLC	200	December 1, 2022
Handset	200	December 1, 2022
Interior LED Sign	134	December 1, 2022

9 ATTACHMENT B – LIST OF COVERED SOFTWARE PRODUCTS

Product	Contract Start Date
On-Board Software	December 1, 2022
CAD/AVL	December 1, 2022
AVA	December 1, 2022
BusTime	December 1, 2022
CleverWorks	December 1, 2022
CleverReports	December 1, 2022
DCC	December 1, 2022
BusLink	December 1, 2022
RideCheck+	December 1, 2022
DVR License	December 1, 2022
Pre-Trip Inspection	December 1, 2022
Text-to-Speech (English & Spanish)	December 1, 2022
CleverCAD Mobile	December 1, 2022
AVM (134 Vehicles)	December 1, 2022
Radio Licenses (159 Vehicles)	December 1, 2022

10 ATTACHMENT C – SERVICE LEVEL AGREEMENT (SLA)

Priority Definitions

Priority Level	Name	Definition
P1	Critical	Any event or combination of events which causes 100% loss, outage or availability of the infrastructure, or hosted service and there is no viable workaround and affects the Customer's ability to use any of the contracted Services/Solutions.
P2	Major	Any event or combination of events which causes partial loss, outage, or availability, resulting in serious degradation of Infrastructure Device or hosted service which partially prevents the use of contracted Service or some of its features.
P3	Minor	Impaired performance of any specific infrastructure device, application or vehicle subsystem which affects the performance of the contract Service but does not prevent normal use with some limitations or finding alternate options.
P4	Info	Device/Service is functioning properly, unrelated to performance of the equipment, application, or Service.

Technical Assistance Center

Metric	Priority	P1	P2	P3	P4	SLA Target
Availability		24x7x365	24x7x365	24x7x365	24x7x365	
Response to Phone Call		30 Minutes	60 Minutes	2 hours	Next Business Day	90%
Response to Email		N/A	N/A	4 hours	Next Business Day	90%
RCA Report Availability		5 business days	8 business days	N/A	N/A	90%

Hosted Service

Metric	SLA Target	Notes
Hosted Service Availability	99.9%	Excluding the following: <ul style="list-style-type: none"> Planned/approved maintenance. Downtime resulting from outages of third-party connections or utilities.

Hardware Warranty

Metric	Description	Notes
Availability	8x5 Monday-through Friday	
Response	2 business days	
Product RMA – Standard	30 days	
Product RMA – Critical	5 Business days	Customer must identify that this is a critical RMA due to depleted spare inventory.

Assumptions

- “SLA Hold” will be applicable in the event the service(s) are knowingly taken offline or part of a change management procedure, not available during remediation, in the event Clever Devices remediation efforts are pending Customer response or Customer third-party engagement.
- Assumes Clever Devices has remote access to the system. If there is no access, Incident Isolation and RCA Report Availability SLAs will be excluded.

- 3) A dispatch may be required to isolate. Dispatch may be at additional cost if not covered by agreement.
- 4) Software updates will be provided to resolve an identified issue provided device as an active software warranty/maintenance agreement.
- 5) For devices that are modified without Clever Devices' awareness or an unknown change management procedure, this will not count against the SLA.
- 6) For known or unknown network changes that interrupt the service capability, this will not count against the SLA.

11 PRICING

11.1 CONFIDENTIAL QUOTATION

ATTN:	Sterlin Stevens	DATE:	August 25, 2022
COMPANY:	New Orleans Regional Transit Authority	FAX:	
EMAIL:	sstevens@rtaforward.org	OPP ID #	0063s00000Drlb3
		PR # in SF	7017
ADDRESS:	504-606-3354	RE:	Fixed Route SW and HW Maintenance
PHONE:			

Clever Devices is pleased to submit the following quotation, subject to the terms and conditions listed below.

Item	Qty	Description	Unit Price	Extended Price
Original Contract Warranty Renewal				
1	1	Clever Devices 6th Year Warranty: Base Project	\$151,180.00	\$151,180.00
2	1	DVR System Annual Software Maintenance	\$42,474.00	\$42,474.00
			Total	\$193,654.00
Change Order Warranty Renewal				
Item	Qty	Description	Unit Price	Extended Price
Automatic Passenger Counting (APC) - Buses				
3	1	Bus APC SW Maintenance	\$19,849.00	\$19,849.00
Pre-Trip Inspection				
4	1	Pre-Trip SW Maintenance	\$3,034.00	\$3,034.00
Radio Integration - Buses				
5	1	Radio Integration HW Warranty & SW Maintenance	\$9,510.00	\$9,510.00
Automatic Vehicle Monitoring (AVM) - Buses				
6	1	AVM SW Maintenance	\$18,317.00	\$18,317.00
Text-To-Speech (TTS) in English				
7	1	Text-To-Speech (TTS) SW Maintenance	\$286.00	\$286.00
CleverCAD Mobile				
8	1	CleverCAD Mobile SW Maintenance	\$10,598.00	\$10,598.00
Audio Recordings in Spanish and Vietnamese and Text-To-Speech (TTS) in Spanish (add-on to English)				
9	1	Text-To-Speech (TTS) Spanish (add-on to English) SW Maintenance	\$63.65	\$63.65
IVN-R Change - Streetcars				
10	1	Change in StreetCar On-Board Hardware Warranty	\$3,968.00	\$3,968.00

Radio Integration - Streetcars				
11	1	Radio Integration HW Warranty & SW Maintenance	\$4,657.00	\$4,657.00
Video Licenses & vMax Commander				
12	1	Video Licenses & vMax Commander	\$8,122.00	\$8,122.00
			Total	\$78,404.65
			Grand Total	\$272,058.65

Notes:

- Cellular is removed from the pricing above and NORTA is responsible for all cellular purchases moving forward.
- The following items are no longer covered in the agreement:
 - Trapeze interface
 - APC-R
 - Phoenix Power Supplies
 - CleverVision
- SEON DVRs are removed from the maintenance contract due to the manufacturer not extending warranty to Clever Devices.
- Phoenix Contact Power Supply and APC Systems are end of life and not included in the pricing above.
- In light of the current COVID-19 pandemic, Clever Devices and our suppliers are subject to Federal mandates which may slow production. Emergency Federal and State mandates, such as “shelter in place” or self-isolation requirements, may affect our ability to provide support and service at an optimal level. If circumstances outside our control force us to revise the schedule or impact support and service levels, we will communicate this to NORTA immediately and work with you to mitigate any disruption to the project and operations.
- Clever Devices is experiencing disruptions due to the global supply chain crisis, resulting in price increases and extended lead times. While we are working closely with our suppliers to optimize our inventory and negotiate pricing, changes are happening so rapidly that we are unable to control these issues to the extent that we have in the past. In the event of changes in the market conditions which impact costs and lead times, Clever Devices reserves the right to revise quoted prices and lead times prior to acceptance of a purchase order. Customers will be notified and afforded an opportunity to confirm purchase orders within five (5) business days from receipt of notice. We appreciate your patience and collaboration as we work through these challenges together.

Payment Milestones:

- Project milestones will be defined and agreed upon prior to acceptance of purchase order.

11.2 CLEVER DEVICES' STANDARD TERMS AND CONDITIONS OF SALE

11.2.1 SOFTWARE LICENSE

Requirement for End-User License Agreement

- Purchaser acknowledges that all Clever Devices Ltd. ("Clever Devices") software is sold subject to acceptance of the terms of the End User Licensing Agreement ("EULA") http://www.cleverdevices.com/wp-content/uploads/2021/04/Clever-Devices_EULA_RV20210428.pdf
- Any entity procuring Clever Devices licensed products which is not the end-user of the licensed product ("Non End-User"), such as but not limited to an Original Equipment Manufacturer to which Clever Devices is a supplier, is obligated to provide Clever Devices with the End-User License Agreement (covering the software licenses associated with the contents of this quotation/proposal) signed by an authorized official of the End-User. Failure by a Non End-User to provide such a properly executed Clever Devices EULA to Clever Devices shall make the Non End-User liable for any misappropriation or misuse of Clever Devices' products.

Obligations of Non End-User Procuring Entities

- Non End-Users are granted the right to install the licensed products and to test their functionality in the End-User designated space or equipment. Non End-Users do not have licenses to otherwise use or operate Clever Devices' products and no other licenses or rights to use are provided or implied by this Agreement

11.2.2 GENERAL

- All Purchase Orders must be sent to the following email address: customerPO@cleverdevices.com
- Prices are quoted in US\$ unless otherwise specified
- Prices do not include shipping, sales tax or duties, which will be added if applicable
- Unit Prices are good only for the total number of units quoted. Lesser quantities may command a higher per unit cost because of certain fixed costs contained in the quote
- Prices quoted herein are valid for ninety (90) days from the date of quotation or proposal, and are applicable to the quantities covered by this quotation; any change in quantity, delivery or elimination of one or more items may require a revision to the prices quoted
- Orders for one bus set (i.e. pilot bus) must be part of a complete quantity order or must be accompanied by a Letter of Intent to order the entire quoted quantity
- Three percent (3%) Annual Escalation will apply for shipments and services beyond 2022
- Clever Devices shall be paid for the items quoted above as follows:
 - Payment terms are Net 30 days, subject to prior approval of our Credit Department
 - Unless otherwise specified, Clever Devices shall be paid for all deliverable items, terms Net 30 days from the date of shipment from Clever Devices, or when services rendered by Clever Devices are completed
 - No customer account shall be credited for parts returned without prior written authorization from Clever Devices and receipt of such goods
 - Clever Devices' General Terms and Limits of Liability apply
- Unless specifically advised in the quote, lead time for Hardware and Services will be as advised by Clever Devices upon receipt of order. Standard lead time for hardware is sixteen (16) weeks from receipt of order, but Clever Devices stocks standard parts and if available will be shipped earlier. Delivery is F.O.B. Clever Devices Ltd., 300 Crossways Park Drive, Woodbury, NY 11797

- Clever Devices reserves the right, without advance notice, to make engineering or production changes, to include substitution of part numbers and/or vendor sources for components that may affect the design or specifications of its products, provided said modifications will not materially affect the performance of the product
- Unless negotiated and agreed to otherwise in writing, in no event is Clever Devices liable for consequential damage from late or non-delivery, malfunction or failure of its products, nor is Clever Devices liable for damage resulting from faulty installation. If Clever Devices performs repairs resulting from damage caused by installation, it will invoice the original installer for the cost of such repair
- Unless negotiated and otherwise agreed to in a signed writing by an authorized representative, the pricing is exclusive of any liquidated damages and is not an acceptance of any prime contract flow downs that are not regulatory in nature and applicable to Clever Devices' scope of work

11.2.3 CLEVER DEVICES' WARRANTY POLICY

Clever Devices' warranty obligations are limited to the terms set forth below:

- 1) New Manufactured Products Limited Warranty
 - a) Clever Devices guarantees for a period of one (1) year from original factory shipment that each product is free from defects in material and workmanship.
 - b) If the product fails to operate as specified and has not been tampered with or abused during this warranty period, Clever Devices or its authorized service agents shall either repair or replace any defective part or the product free of charge.
 - c) Bench fees will apply to any product received by Clever Devices with no-trouble-found. Products returned with failures caused by improper use or installation will be repaired and the appropriate charges will apply. Such services by Clever Devices shall be the original purchaser's sole and exclusive remedy. Clever Devices shall not be responsible for the cost of removal or installation of warranted products unless a prior written agreement has been reached at the time of the original purchase contract. Clever Devices' labor rate table will apply for all product replacement time.
 - d) Clever Devices will repair or replace, at Clever Devices' option, any defective product under warranty. Clever Devices will not honor credit requests on any defective used product. Product repair or replacement will be the only option available to the original Purchaser.
 - e) This warranty does not apply: (a) to damage caused by accident, abuse, misuse, misapplication or improper installation (b) to damage caused by conditions outside Clever Devices specifications including but not limited to vandalism, fire, water, temperature, humidity, dust or other perils (c) to damage caused by service (including upgrades) performed by anyone who is not a Clever Devices Authorized Technician (d) to a product or a part that has been modified without the written permission of Clever Devices or (e) if any of Clever Devices' serial number has been removed or defaced, or (f) expendable or consumable parts, such as batteries and flashcards.
 - f) Clever Devices shall not be liable for any special, incidental or consequential damages for loss, damage directly or indirectly arising from customer's use or inability to use the equipment either separately or in combination with other equipment, or for personal injury or loss or destruction of other property, or from any other cause.
- 2) Warranty Repair Policy
 - a) A replacement or repaired product assumes the remaining warranty of the original product or 90 days, whichever provides longer coverage for the original purchaser. When a product

is exchanged, any replacement product becomes the original purchaser's property and the replaced product becomes Clever Devices' property.

3) Obtaining Warranty Service

- a) The original purchaser is responsible for returning any defective products to Clever Devices after obtaining a Returned Merchandise Authorization (RMA) number from Clever Devices' Customer Service Department at 888-478-3359. No products will be accepted without an RMA number. When requesting an RMA number, be sure to have the serial number of the equipment available.
- b) The original purchaser must package the product properly for return shipment. Clever Devices is not responsible for any damage to the product caused during transit or for any package lost by the shipping company.
- c) The original purchaser assumes all cost in shipping the defective product to Clever Devices and Clever Devices will assume the cost in shipping back to the customer. All replacement/repaired products are shipped UPS Ground unless a rush is requested. The cost of shipping using any mode other than UPS Ground is to be paid by the original purchaser.

Ship to:

Clever Devices Ltd.
Attn: Service Department RMA # _____
300 Crossways Park Drive
Woodbury, NY 11797

11.2.4 CLEVER DEVICES' RETURN AND EXCHANGE POLICY

Clever Devices does not accept returns without a Returned Material Authorization. Custom-built equipment or merchandise specifically ordered for you is not returnable.

Where return of unused merchandise is at the request or convenience of the customer, a 25% restocking fee will be charged. No unused merchandise will be accepted for return later than thirty (30) days after shipment. All returned merchandise shall be sent freight prepaid and properly insured by the customer. Clever Devices reserves the right to select the method of shipment. Should you receive merchandise damaged in shipment, it is your responsibility to file a damage claim immediately with the delivery carrier.

11.2.5 CLEVER DEVICES' NON-WARRANTY SERVICE POLICY

- 1) Non-Warranty Repair Policy
 Non-warranty repairs made by Clever Devices carry a limited repair warranty of 90 days on services and replacement parts only. Defects in our repair work or any parts replaced will be corrected at no charge if the defect occurs within 90 days from shipment from our facility.
- 2) Field Service
 Field service calls will be made to customer's facility upon request. Time, expenses, and materials will be charged, as outlined below, unless other arrangements are made in advance. Field Service is treated as any repair. All travel must be pre-approved and is based upon actual prevailing airfare, hotel/motel rooms and Per Diem rates. Contact Clever Devices for current Per Diem rates.

GENERAL FIELD SERVICE RATES:	
Transportation	Actual cost* using commercial coach or business class air, first class rail, bus, rental car, and cab facilities as applicable, including transportation to and from the airport.
Mileage Allowance	IRS allowable rates
Personal Expenses	Per Diem rates
Basic Rates	150.00** per hour for actual time in customer's plant, plus a flat rate for round-trip travel time.
Miscellaneous	Actual charges for other necessary items such as tolls, parking and freight charges*.
*	Charges may be subject to a 12% administrative fee.
**	Rates may vary because of weekend/holiday rates, the type of service required, a previously negotiated rate and/or personnel involved.

- 3) Non-Clever Devices Product Received for Repair
 Product received for repair that were not manufactured or supplied by Clever Devices will be logged in and Clever Devices will require that the customer supply us with their shipper number in order to return the product. Such product will be held for a period of up to 90 days and will then be subject to discard, unless alternative arrangements have been agreed to in advance.

XXXXXXXXXX

Walter Weichselbaumer
 Strategic Account Manager
 516-967-3498

ad



**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	Clever Devices
Manufacturer Address	300 Crossway Park Drive, Woodbury, Ny 1797
Manufacturer's Dealer/Representative	Walter Weichselbaumer
Dealer/Representative address and Phone	516-967-3498

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

DESCRIPTION	
Materials/Services/Product	Clever Devices
Estimated Cost	\$272,058.65
Required Delivery Date	1/1/2023 6:00 AM

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

The RTA uses Clever Devices products for all of our CAD/AVL systems. These systems are used for GPS tracking, on time performance monitoring, communication to the vehicles, and our automatic people counter systems. The Maintenance agreement is for maintain associated hardware with clever devices as well as support for our software systems; these items and systems are propriatiry to clever devices.

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.

Unique Capability or Availability
Patents or Restricted Data Rights

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 #	28
Name	MOSER, RYAN
Title	DIRECTOR OF FLEET ADVANCEMENT
RTA Extention	8458

MOSER, RYAN

11/15/2022 2:22 PM

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: #Dwight Norton

Dwight Daniel Norton

November 17 2022

Signature

Date

B. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant?

Director of Grants/ Federal Compliance : Alisa Maniger

Signature

Date

C. Security:

Security Chief: Robert C Hickman



Robert C. Hickman

November 21 2022

Signature

Date

D. Safety: Include Standard Safety Provisions Only:

Additional Safety Requirements Attached

Safety Chief: #Korrie Mapp

Korrie Mapp

November 22 2022

Signature

Date

Risk Management:

Include Standard Insurance Provisions Only?

true

Include Additional Insurance Requirements Attached ?

false

Risk Management Analyst: Marc Popkin

Marc Popkin

November 22 2022

Signature

Date

E. 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: \$272,058.65

Total Estimated Cost: \$272,058.65

Funding Type: Local

Federal Funding	State	Local	Other



		\$272,058.65	
Projected Fed Cost	State	Local	Other
		\$272,058.65	

FTA Grant IDs	Budget Codes
	1.1117

Budget Analyst: Tiffany Gourrier

Eugenie Fenerty

Signature

November 18 2022

Date

F. DBE/SBE GOAL:

	% DBE
0	% Small Business

Director of Small Business Development: Adonis Expose

Adonis C Expose'

Signature

November 22 2022

Date

DBE/EEO Compliance Manager:: Adonis Expose

Adonis C Expose'

Signature

November 22 2022

Date

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

Chief: Lona E. Hankins

Dwight Norton on behalf of Lona Hankins

Signature

November 20 2022

Date

Director of Procurement: Ronald Baptiste Jr.

Ronald Gerard Baptiste

Signature

November 23 2022

Date

Chief Financial Officer:: Gizelle Banks

Gizelle Johnson-Banks

Signature

November 28 2022

Date

Chief Executive Officer:: Alex Z. Wiggins

Alex Z Wiggins

November 28 2022



Signature

Date



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

504.827.8300

www.norta.com

RESOLUTION NO. 23-003

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO AWARD A CONTRACT TO MOTOROLA SOLUTIONS, INC FOR
THE PURCHASE OF PORTABLE RADIOS.**

Introduced by Commissioner Neal, seconded by Commissioner
Coulon.

WHEREAS, the Chief Executive Officer of the RTA has the need to upgrad agency radio infrastructure; and

WHEREAS, the purchase of motorola radio infrastructure will enable the RTA to carry out its day-to-day operation effectively; and

WHEREAS, staff has evaluated and determined that purchasing radios using Ascenion Parish Sheriff's Office contract is the most cost-effective way to purchase; and

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

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



RESOLUTION NO. 23-003

Page 2

WHEREAS, it is the opinion of the RTA Board of Commissioners that the radio infrastructure upgrades are critical to maintaining the function, reliability, and support of service on behalf of the Regional Transit Authority; and

WHEREAS, funding for the above-stated project is made available through local funds account code 1.1117 over a five-year period in the total amount of FOUR MILLION TWO-HUNDRED THOUSAND SEVENHUNDERAD FORTY-FIVE DOLLARS.

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

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

YEAS:	<u> 6 </u>
NAYS:	<u> 0 </u>
ABSTAIN:	<u> 0 </u>
ABSENT:	<u> 1 </u>

AND THE RESOLUTION WAS ADOPTED ON THE 21st DAY OF January.

**Mark Raymond, Jr.
Chairman
Board of Commissioners**



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

504.827.8300

www.norta.com

RESOLUTION NO. 23-004

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO AWARD A CONTRACT TO CLEVER DEVICE FOR HARDWARE
AND SOFTWARE MAINTENANCE**

Introduced by Commissioner Neal, seconded by Commissioner
Coulon.

WHEREAS, the Chief Executive Officer of the RTA has the need to purchase a maintenance contract for our Clever Devices Systems; and

WHEREAS, the duration of this contract will be for one year set to end December 1st, 2023; and

WHEREAS, This system will allow our dispatchers to remotely monitor drivers and passengers on all modes of transportation via cameras or captured data through onboard technology; and

WHEREAS, this maintenance agreement will provide the agency with software updates and support, hardware replacement on vehicles, technical support on all modes of the Clever Devices, GTFOS uploads for schedules; and

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

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



RESOLUTION NO. 23-004

Page 2

WHEREAS, it is the opinion of the RTA Board of Commissioners that the purchase of a Clever Devices Maintenance contract is critical to maintaining the function, reliability, and support of the revenue services on behalf of the Regional Transit Authority; and

WHEREAS, funding for the above-stated project is made available through local funding in the amount of TWO HUNDRED SEVENTY-TWO THOUSAND FIFTY-EIGHT DOLLARS.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the RTA that the Chairman of the Board, or his designee, is authorized to execute a contract with Clever Devices for hardware warranty and software maintenance.

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

YEAS:	<u>6</u>
NAYS:	<u>0</u>
ABSTAIN:	<u>0</u>
ABSENT:	<u>1</u>

AND THE RESOLUTION WAS ADOPTED ON THE 21st DAY OF January.

**MARK RAYMOND, JR.
CHAIRMAN
BOARD OF COMMISSIONERS**



Board Report and Staff Summary

File #: 22-179

Board of Commissioners

Cooperative Endeavor Agreement (CEA) between the City of New Orleans and Regional Transit Authority (RTA) Audubon Nature Institute (ANI)

DESCRIPTION: Requesting approval of a CEA with the City of New Orleans, RTA, and Audubon Nature Institute	AGENDA NO:
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

Authorize the Interim Chief Executive Officer to negotiate and approve a CEA between the City of New Orleans (CNO), RTA, and Audubon Nature Institute (ANI).

ISSUE/BACKGROUND:

The construction of the Canal Street Ferry Terminal project will create a seamless riverfront connecting the Audubon Aquarium to Spanish Plaza, which will focus on opening the riverfront and re-envisioning the connectivity between all transit modes to provide safe, reliable connections for riders.

DISCUSSION:

A portion of the improvements to the landscaping and hardscaping that is being funded by ANI is occurring on the City’s right of way. This CEA will provide clarity on the responsibility of each entity for the next 15 years. The RTA will be responsible for normal hardscaping maintenance expenses. Any expense over \$10,000 or considered non-routine, will be completed by the RTA and reimbursed by the City of New Orleans.

FINANCIAL IMPACT:

There is a minimal financial impact on the RTA.

NEXT STEPS:

Upon Board approval, staff will execute the City of New Orleans RTA and ANI CEA.

ATTACHMENTS:

1. Resolution

Prepared By: Darrell LaFrance, dlafrance@rtforward.org
 Title: Project Manager III

Reviewed By: Lona Edwards Hankins, lhankins@rtafoward.org
Title: Deputy CEO of Infrastructure, Planning, and Information Technology

Reviewed By: Gizelle Johnson Banks
Title: Chief Financial Officer



1/4/2023

Lona Hankins
Interim Chief Executive Officer

Date



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

504.827.8300

www.norta.com

RESOLUTION NO. 23-006

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION REQUEST TO APPROVE A COOPERATIVE ENDEAVOR
AGREEMENT (CEA) BETWEEN THE CITY OF NEW ORLEANS (CNO), REGIONAL
TRANSIT AUTHORITY (RTA), AND AUDUBON NATURE INSTITUTE (ANI)**

Introduced by Commissioner Neal,
seconded by Commissioner Coulon.

WHEREAS, the construction of the Canal Street Ferry Terminal project will create a seamless riverfront connecting the Audubon Aquarium to Spanish Plaza, which will focus on opening the riverfront and re-envisioning the connectivity between all transit modes to provide safe, reliable connections for riders; and

WHEREAS, a portion of the improvements to the landscaping and hardscaping that is being funded by ANI is occurring on the City's right of way; and

WHEREAS, this CEA will provide clarity on the responsibility of each entity for the next 15 years. The RTA will be responsible for normal hardscaping maintenance expenses; and

WHEREAS, any expense over \$10,000 or considered non-routine, will be completed by the RTA and reimbursed by the City of New Orleans; and

WHEREAS, there is a minimal financial impact on the RTA; and



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

504.827.8300

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RESOLUTION NO. 23-006

Page 2

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, is authorized to approve a Cooperative Endeavor Agreement between the City of New Orleans, Regional Transit Authority and Audubon Nature Institute.

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

AND THE RESOLUTION WAS ADOPTED ON THE 24th DAY OF JANUARY, 2023.

A handwritten signature in black ink, appearing to read "Mark Raymond, Jr.", is written over a horizontal line.

**MARK RAYMOND, JR
CHAIRMAN
BOARD OF COMMISSIONERS**



Board Report and Staff Summary

File #: 22-176

Board of Commissioners

NEOGOV Contract Renewal

DESCRIPTION: NEOGOV contract renewal for Human Capital Applicant and Employee suite services.	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

Authorize the Interim Chief Executive Officer to approve a contract renewal for NEOGOV services through January 30, 2024.

ISSUE/BACKGROUND:

The initial contract supported 78 RTA employees without the benefits and learning management modules only insight (hiring module) was executed in February 2020 in the amount of \$53,291 for two years. A change order for NEOGOV services was approved via Resolution 21-043 in June of 2021 for a total contract increase of \$134,972.25 totaling \$188,263.25. The initial contract sufficed for the agency size, approximately 78 employees, prior to the transition of 740 employees whereby the RTA became responsible for its own operations and maintenance with an initial workforce of 818 employees. Additionally, removing payroll time and attendance which is contracted with another vendor for the RTA, and adding to NEOGOV the training learns management module and employee self-service benefits module.

The current approval to renew the NEOGOV annual contract through January 30, 2024, is a total of \$199,528.36, which is an \$11,265.11 increase that includes the current modules and adding the Eforms Policy.

DISCUSSION:

The NEOGOV Human Capital suite is comprised of several modules that assist staff in managing, recruiting, and developing employees and applicants. RTA staff have been engaged heavily in implementation with NEOGOV project managers. All modules are live with the exception of Eforms Policy. The Eforms Policy launched this month, December 2022, with a targeted rollout to staff Q2 2023.

MANAGE

HRIS - Provides a centralized hub and self-service portal that integrates with the entire NEOGOV product suite, eliminating double entry and maximizing security.

Benefits - Manage benefits provided to employees, such as 401(k)/457b retirement plans, and health insurance.

RECRUIT

Onboard - Ensures day-one readiness for new employees, expedites productivity, and helps keep hires longer. Allow new hires to complete paperwork prior to their first day, share organizational values and mission, reinforce job duties, assign mentors, and schedule check-ins, all within one system.

Insight - Applicant tracking software automating the hiring process and meets compliance requirements, reducing time to hire. With easy-to-use job application templates and an applicant self-service portal, Insight makes it easier to find and hire more qualified candidates.

DEVELOP

Learn - Promotes employee training with an easy-to-use system for HR, department managers, and employees. Learn eliminates the administrative burden of managing multiple employee training programs by providing a centralized online HR LMS platform designed for the specific needs of the public sector.

Perform - Automates annual and probationary employee evaluations, allowing HR team and department heads to identify skills gaps and areas of improvement in employees.

EForms - Stores and centralizes personnel files, creates electronic forms, and converts existing ones, and builds routing and approval workflows in a secure repository.

Policy - Best way to manage, share, and track crucial policy and procedure documents. Draft, revise, disseminate, and report on policies from our intuitive web-based platform. Compliance hinges on effective policy management. Automated alerts notify employees when a policy has changed or requires their signature. Powerful tracking tools reduce liability by letting you prove who has read and signed each policy.

FINANCIAL IMPACT:

The \$199,528.36 annual contract, which is a \$11,265.11 increase, is budgeted for 2023

NEXT STEPS:

Move to the implementation phase and bill annually

ATTACHMENTS:

1. Resolution
2. NEOGOV Invoice

Prepared By: Darwyn Anderson
Title: Chief Human Resources Officer

Reviewed By: Gizelle Banks
Title: Chief Financial Officer

Lona Edward Hankins

1/10/2023

Lona Hankins
Interim Chief Executive Officer

Date

Invoice #INV-31027

From

Governmentjobs.com, Inc. DBA NEOGOV
2120 Park Pl,
Suite 100
El Segundo, CA 90245

Bill To

New Orleans Regional Transit Authority (LA)
2817 Canal Street
New Orleans, LA
USA

Invoice Summary

Invoice Number	INV-31027
Date	12/31/2022
Terms	Net 30
Due Date	01/30/2023
Amount Due (USD)	\$ 199,528.36

Item / Description**Learn**

This is your subscription fee for Learn for the term starting 01/31/2023 and ending 01/30/2024.

Position Management

This is your subscription fee for Position Management for the term starting 01/31/2023 and ending 01/30/2024.

Benefits

This is your subscription fee for Benefits for the term starting 01/31/2023 and ending 01/30/2024.

Insight

This is your subscription fee for Insight for the term starting 01/31/2023 and ending 01/30/2024.

Perform

This is your subscription fee for Perform for the term starting 01/31/2023 and ending 01/30/2024.

Core HR

This is your subscription fee for Core HR for the term starting 01/31/2023 and ending 01/30/2024.

Governmentjobs.com - IN

This is your subscription fee for Governmentjobs.com - IN for the term starting 01/31/2023 and ending 01/30/2024.

eForms

This is your subscription fee for eForms for the term starting 01/31/2023 and ending 01/30/2024.

Onboard

This is your subscription fee for Onboard for the term starting 01/31/2023 and ending 01/30/2024.

PowerPolicy (1937)

This is your subscription fee for PowerPolicy (1937) for the term starting 01/31/2023 and ending 01/30/2024.

Software Services:Setup - API (217)

PowerPolicy Setup

Amount Due (USD)	\$ 199,528.36
-------------------------	---------------

Thank you for your business!

For questions, or pay by credit card, please reply to this email or reach out to billing@neogov.com. For questions on a renewals invoice, please reach out to renewals@neogov.com.

Please make checks payable to:

Governmentjobs.com, Inc
DEPT LA 25067
Pasadena, CA 91185-5067

For Payments by Wire:
Silicon Valley Bank
Account #: 3302022848
Account Name: Governmentjobs.com, Inc.
Bank Routing No.: 121140399
Swift Code: SVBKUS6SIBO

For a copy of our W9, please click on "Download W9" above.



RESOLUTION NO. 23-005

**STATE OF LOUISIANA
PARISH OF ORLEANS**

NEOGOV Contract Renewal

Introduced by Commissioner Neal, seconded by Commissioner Coulon.

WHEREAS, RTA entered into a Service Agreement (the “Online Services Agreement”) on February 10, 2020 for NEOGOV Insight, Position Management, Governmentjobs.com, Onboard, Perform, E-forms, Benefits SaaS Applications, and HRIS (the “Services”); and,

WHEREAS, RTA’s current approval to renew the NEOGOV annual contract through January 30, 2024, is a total of \$199,528.36, which is a \$11,265.11 increase that includes the current modules and adding Eforms Policy and,

WHEREAS, RTA added NEOGOV Policy; and the Parties, RTA and NEOGOV renewed the Services through January 30, 2024; and,

WHEREAS, RTA’s NEOGOV Human Capital suite is comprised of several modules that assist staff in managing, recruiting, and developing employees and applicants. RTA staff have been engaged heavily in implementation with NEOGOV project managers. All modules are live with the exception of Eforms and Policy; and,

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

YEAS:	<u>6</u>
NAYS:	<u>0</u>
ABSTAIN:	<u>0</u>
ABSENT:	<u>1</u>

AND THE RESOLUTION WAS ADOPTED ON THE 21ST DAY OF JANUARY, 2023.

**MARK RAYMOND
CHAIRMAN
RTA BOARD OF COMMISSIONERS**



Board Report and Staff Summary

File #: 22-188

Board of Commissioners

Transit Security Services - SEAL Security Services

DESCRIPTION: Amendment to the previous SEAL Security month-to-month services for Transit Security Services at various New Orleans Regional Transit Authority locations throughout the City of New Orleans	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

Authorize the Interim Chief Executive Officer to amend month-to-month services, provided by Security Experts and Leaders (SEAL), awarded for Transit Security Services in response to the protest of RFP #2022-003 to Orleans Security DBA Force 1 Protection.

ISSUE/BACKGROUND:

The initial solicitation awarded by the Board was subsequently protested. As a result, RTA Procurement and the Department of Physical Security opened the solicitation for Security Service Vendors to submit proposals based on the provided "Scope of Work". A committee was selected, all proposals were reviewed, scored, and a Security Services Vendor was selected, however, RFP #2022-003 was again protested, and we are still currently on a month-to-month basis with SEAL.

DISCUSSION:

Maintaining a secure transit environment is one of RTA's top priorities. RTA chose SEAL Security to provide armed, uniformed security personnel to aid in securing all property owned, leased, operated, and/or maintained by RTA (i.e., facilities, and vehicles). SEAL is expected to assist employees, contractors, patrons, and the citizens of New Orleans and surrounding parishes by maintaining order, providing excellent customer service, and rendering assistance as needed. SEAL works closely with local, state, and federal emergency response agencies always rendering aid as needed. This contract will be amended while waiting for a new contract to be approved.

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

FINANCIAL IMPACT:

Funds for this contract are available from the RTA Operational Budget. Operating Account Number: 1330099.7650.161. SEAL will invoice us \$517,440 (estimated funds needed for November 14, 2022 invoices through March 31, 2023). The total projected cost is \$517,440.

NEXT STEPS:

Approve as recommended.

ATTACHMENTS:

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

Prepared By: Ivana Butler
Title: Administrative Analyst

Reviewed By: Robert Hickman, Jr.
Title: Chief Security Officer

Reviewed By: Mark Major
Title: Deputy CEO Financial & Administration



Lona E. Hankins
Interim Chief Executive Officer

1/10/2023

Date

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/Number: 2020-009

Date of Estimate: 1/5/2023

Description of Goods/Services:

Contract to provide security services, PO #912771

New Procurement

Contract Modification (Change Order)

Exercise of Option

Method of Obtaining Estimate:

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

Published Price List (attach source and date)

Historical Pricing (attach copy of documentation from previous PO/Contract)

Comparable Purchases by Other Agencies (attach email correspondence)

Engineering or Technical Estimate (attach)

Independent Third-Party Estimate (attach)

Other (specify) _____ attach documentation

Pre-established pricing resulting from competition (Contract Modification only)

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

total cost of the goods/services is \$ 517,440

The preceding independent cost estimate was prepared by:

Ivana Butler

Name

Signature



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.

A. Department Representative to participate in procurement process:

Ivana Butler	Administrative Analyst	8479
Name	Title	Ext.

B. Contract No.: 2020-009

Contract Title and PO No: Contract to Provide Security Services at RTA Facilities, PO #912771

C. Contract History:

Original Award Value	<u>\$ 1,008,920.00 annually</u>
Previously Executed Change Orders Value	<u>\$ 1,183,366.72</u>
Adjusted Contract Value (Prior to Requested Change Order)	<u>\$ 2,192,286.72</u>
Current Change Order Value	<u>\$ 517,440.00</u>
Revised Contract Value (w/current change order)	<u>\$ 2,709,726.72</u>

Justification of Change Order: Additional funds are needed to cover SEAL invoices from

D. Type of Change Requested: Administrative Supplemental Termination

E. Responsibility Determination: Price determined fair and reasonable based on

F. 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 _____ % SLDBE _____ % Small Business

Additional Information

_____	_____
DBE/EEO Compliance Manager	Date

G. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant? Yes No

Are there any amendments pending? Yes No

If Yes, please attach the amendment to this Routing Sheet and explain.



Director of Grants/ Federal Compliance

Date

H. Funding Source: Federal State Local Other: _____

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

Total Funding Available	\$ 517,440.00
Previous Cost	\$ 2,192,286.72
Revised Projected Cost	\$ 2,709,726.72
FTA Grant No.(s)	_____
Line Item(s)	_____
Operations/Department Code	_____
Budget Code(s)	1330099.7650.161
Other	_____

Budget Analyst

Date

I. _____

Safety

Date

J. Authorizations:

Department Head

Date

Division Manager

Date

Director of Procurement

Date

Chief Financial Officer

Date

Chief Executive Officer

Date

1/5/2023

Change Order Justification

Explanation

Security Experts and Leaders (SEAL) will continue to provide transit security services on a month-to-month basis to RTA until a new contract is awarded. On average, RTA pays \$25,872 to SEAL per week for transit security services.

Security service was added to the Lake Forest & Read Boulevard hub in September.

Previous Change Order Available Balance: \$4,460.14

This balance is what the PO showed as of 1/5/2023.

Calculation

SEAL will invoice us \$336,336.00 (estimated funds needed starting November 14, 2022 invoices through March 31, 2023, at an average rate of \$25,872/week for ≈ twenty weeks) = \$517,440

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

$\$3696 \times 7 \text{ hubs (Willow Barn, Duncan Plaza, Lake Forest, Admin Front Desk, NOLA East, Rear Gate, Money Room)} = \$25,872 \text{ weekly} \times 20 \text{ weeks} = \$517,440$

Total requested Change Order amount: \$517,440

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

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

SECURITY EXPERTS AND LEADERS
 6600 PLAZA DRIVE
 NEW ORLEANS LA 70127

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


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


Description / Supplier Item	UM	Unit Cost	Extension
transit security services	1008920.0000 EA	1.0000 EA	1,008,920.00
3 years with two 1 year opt			
1330099.7650.161			
Change Order 1			
Non Stock Inventory Purchas	EA	EA	253,240.00
1330099.7650.161			
change Order 1 to add additional funds to cover invoices from sep to dec 2021			

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

DATE RECEIVED _____
 RECEIVED BY _____
 CHECKED BY _____
 APPROVED BY 

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

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

CFO  12/14/21

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

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

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/Number: 2020-009

Date of Estimate: 1/5/2023

Description of Goods/Services:

Contract to provide security services, PO #912771

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

Method of Obtaining Estimate:

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

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

Through the method(s) stated above, it has been determined the estimated total cost of the goods/services is \$ 517,440

The preceding independent cost estimate was prepared by:

Ivana Butler

Name

Signature



RESOLUTION NO. 23-007

STATE OF LOUISIANA
PARISH OF ORLEANS

AUTHORIZATION TO APPROVE TRANSIT SECURITY MONTH-TO-MONTH SERVICES

Introduced by Commissioner Neal, seconded by Commissioner Coulon.

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

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

WHEREAS, the RTA issued a Change Order for Transit Security Services; and

WHEREAS, the following vendor was selected to provide month-to month services: Security Experts and Leaders (SEAL); and

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

WHEREAS, funding is available through RTA Operating Account #1330099.7650.161 for a total cost not to exceed FIVE HUNDRED SEVENTEEN THOUSAND FOUR HUNDRED FORTY DOLLARS AND ZERO CENTS (\$517,440.00). Services are provided on a month-to-month basis.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, authorize the CEO to approve the transit security month-to-month services to Security Experts and Leaders (SEAL).



RESOLUTION NO. 23-007
Page 2

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

YEAS:	<u>6</u>
NAYS:	<u>0</u>
ABSTAIN:	<u>0</u>
ABSENT:	<u>1</u>

AND THE RESOLUTION WAS ADOPTED ON THE 24th DAY OF JANUARY, 2023.

A handwritten signature in black ink, appearing to read "Mark Raymond, Jr.", is written over a horizontal line.

MARK RAYMOND, JR
CHAIRMAN
BOARD OF COMMISSIONERS



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 23-092

Finance Committee

[01.12.23 Finance Slides]


January 12, 2023

Regional Transit Authority

Finance Committee



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 on Thursday, January 12, 2023, at 11:00 a.m. Please be advised that mask wearing is encouraged inside the boardroom.



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.



Agenda

- 1. Call to Order**
- 2. Roll Call**



Agenda

3. Consideration of Meeting Minutes



Agenda

4. Committee Chairman's Report



Agenda

5. Interim Chief Executive Officer's Report



Agenda

6. Chief Financial Officer's Report



01/12/2023

Regional Transit Authority

November 2022 Financials

Ridership (All Modes)



Ridership

Ridership in November decreased by 18.5% compared to October 2022 actuals. Through November, total system ridership (bus, streetcar, and paratransit) was 778K, 31% exceeding November 2021 actuals (593K), 23% below November 2019 pre-COVID actuals (1M), and 18% above the forecast.

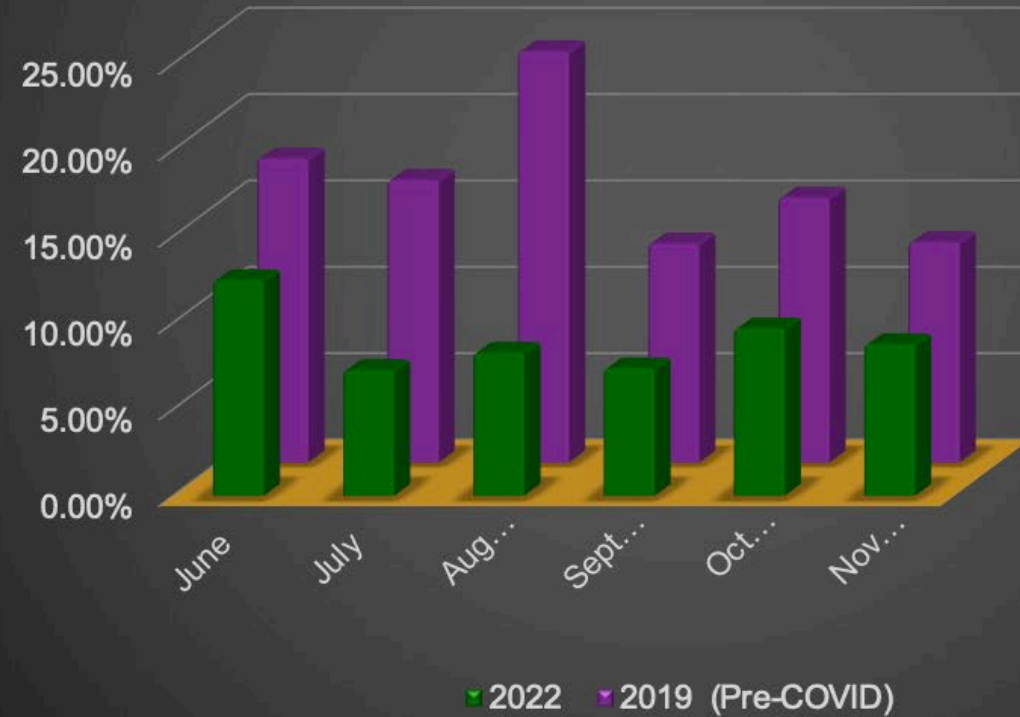


The results show improved but mixed results across the spectrum.

CY 2022 Total Operating Expenses, Farebox Revenue & Farebox Recovery



Farebox Recovery Rates 2022 vs 2019 (Pre-COVID)

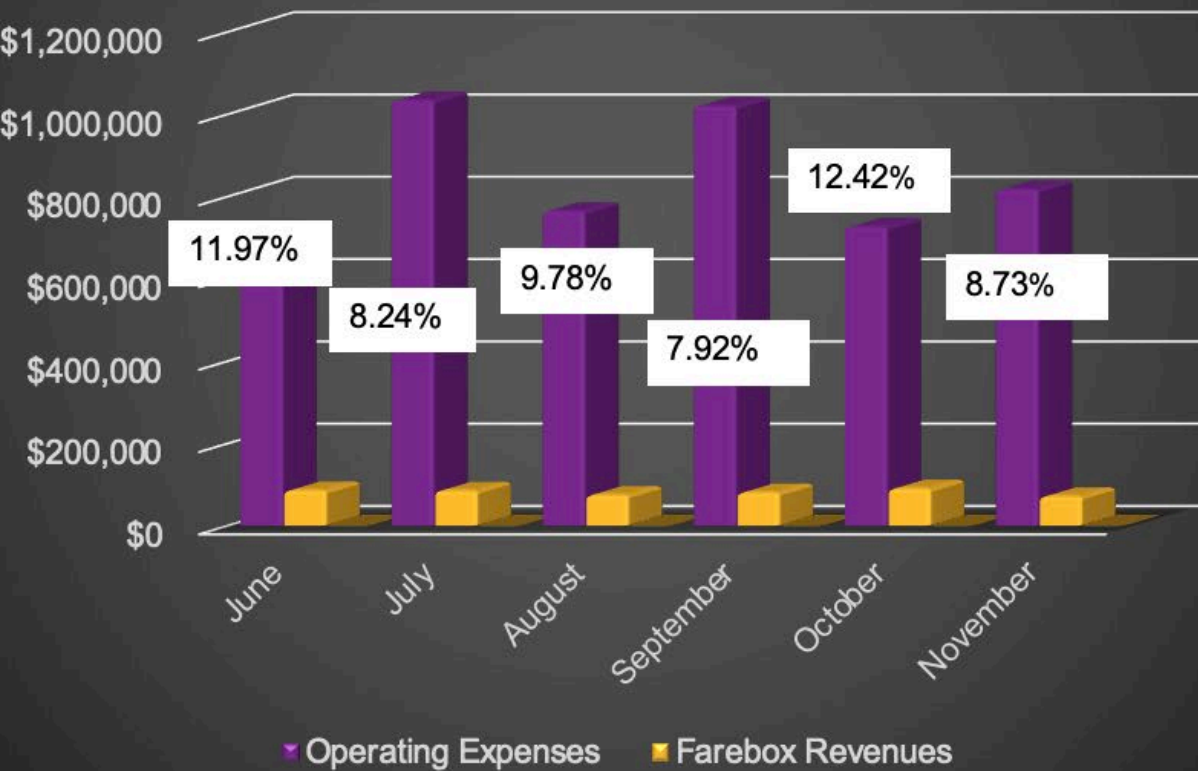


Farebox Recovery Rates 2022 vs. 2019 (Pre-COVID)

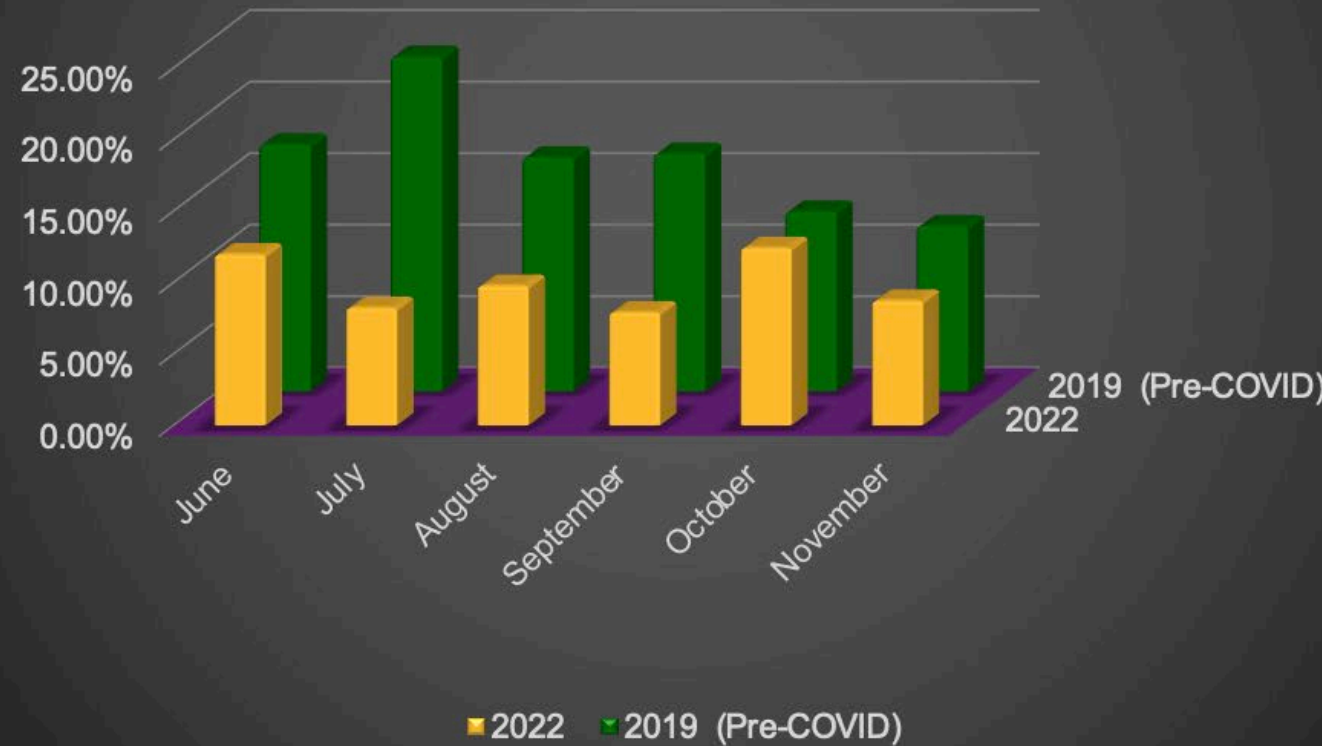
Fare revenue continues to offset a slightly modest percentage of operating expenses as ridership continues to rebound. November's farebox recovery rate decreased slightly from 9.69% in the prior month to 8.77%; a total decrease of less than 1%. The farebox recovery rate for November 2019 (Pre-COVID) was 12.76%.



FERRY CY 2022 Total Operating Expenses, Farebox Revenue & Farebox Recovery



FERRY Farebox Recovery Rates 2022 vs 2019 (Pre-COVID)



FERRY- Farebox Recovery Rates 2022 vs. 2019 (Pre-COVID)

The decrease in farebox recovery to 8.73% in November from 12.42% in October is a result of decrease in passenger revenues and an increase in operating expenses from the prior month. Fare revenues continue to offset a small percentage of operating costs.

November 2022 Summary of Sources

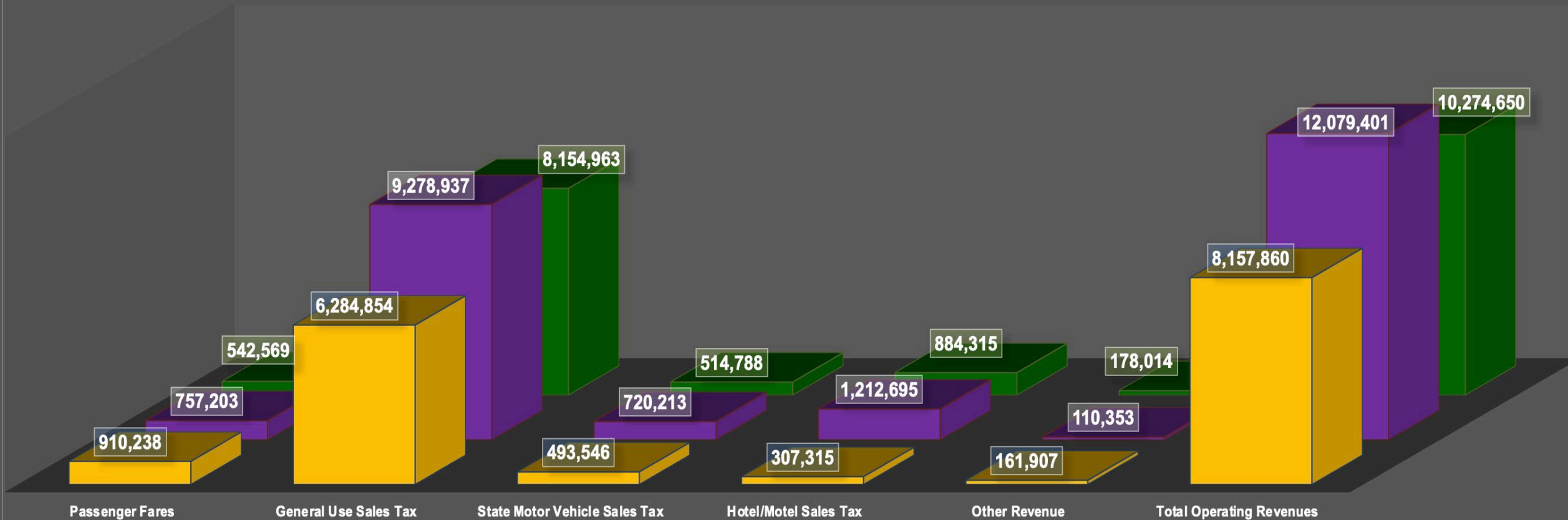
SUMMARY OF SOURCES

	Budget	Actuals	\$ Change	% Change	YTD Budget	YTD Actuals
Sales Tax	7,085,715	11,211,844.98	4,126,129.98	58.23%	77,164,082	96,010,341
Government Assistance	3,339,563	5,289,952.09	1,950,389.09	58.40%	34,642,169	25,513,403
Sales Tax and Government Assistance	10,425,278	16,501,797	6,076,519.07	58.29%	111,806,251	121,523,744
Passenger Fares	910,238	757,203.06	(153,034.94)	-16.81%	8,671,158	8,657,640
Other Operating Revenues	161,907	110,352.79	(51,554.21)	-31.84%	1,452,058	2,795,667
Subtotal Transit Operations	1,072,145	867,555.85	(204,589.15)	-19.08%	10,123,216	11,453,307
Total Operating Revenues	11,497,423	17,369,352.92	5,871,929.92	51.07%	121,929,467	132,977,051
Federal Capital Funding - RTA	1,861,476	972,505.73	(888,970.27)	-47.76%	28,369,701	11,631,303
Federal Capital Funding - Maritime Only	1,223,004	229,244.35	(993,759.65)	-81.26%	13,453,044	6,690,600
Investment Income	2,040	78,763.49	76,723.49	100.00%	22,440	287,233
Subtotal Capital and Bond Resources	3,086,520	1,280,513.57	(1,806,006.43)	-58.51%	41,845,185	18,609,136
Total Revenue	14,583,943	18,649,866.49	4,065,923.49	27.88%	163,774,652	151,586,186
Operating Reserve	(863,697)	(7,026,997.07)	(6,163,300.07)	713.60%	(1,288,635)	(28,550,037)
Total Sources	13,720,246	11,622,869.42	(2,097,376.58)	-15.29%	162,486,017	123,036,149

■ Budget

■ Actual

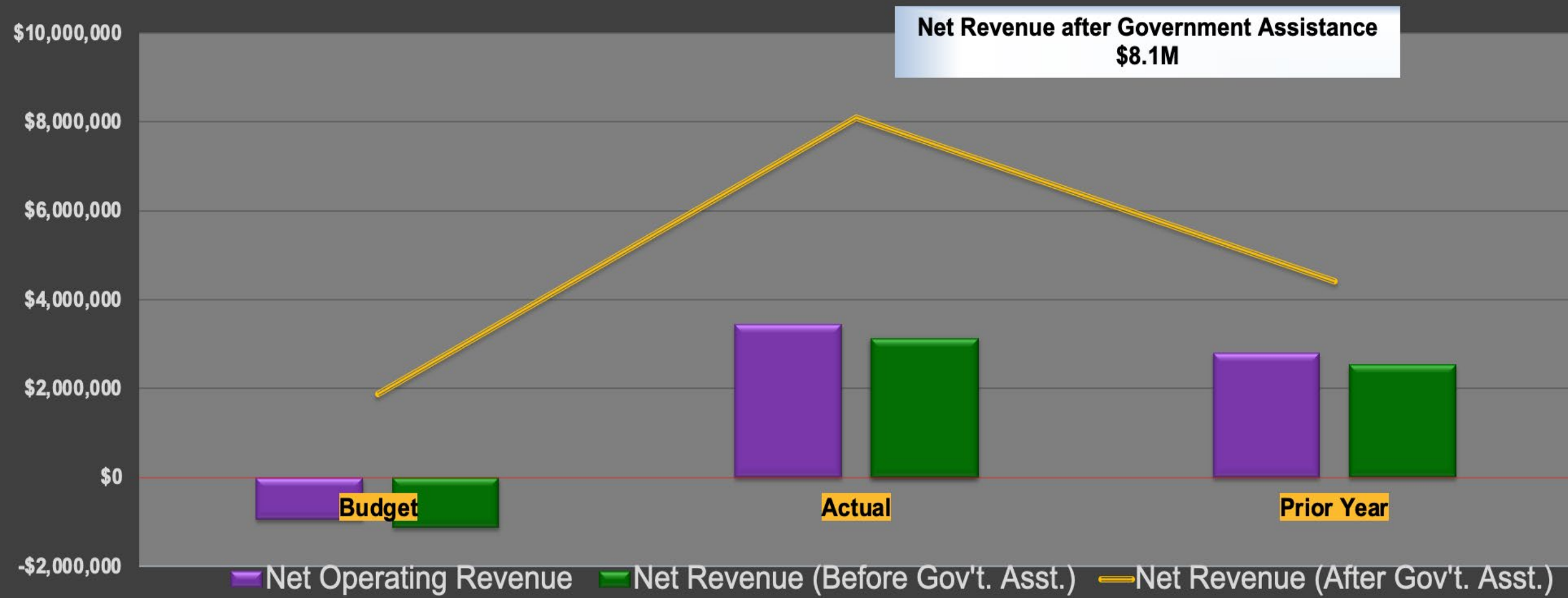
■ Prior Year



Operating Revenues (Budget, Actual & Prior Year)

RTA's two largest revenue sources are General Use Sales Tax (\$9.3M) and Fare Revenue (\$757K). The two combined make up 83% or \$10M in total revenue. Overall, total operating revenues for the month of November are \$12M. Passenger Fares for November decreased by 12% or \$106K compared to the previous month of October actuals (\$863K).





Net Revenues (Before and After Government Assistance)

Net Revenue (Before Government Assistance) is \$3.1M for the month of November. After applying \$5.3M in Government Operating Assistance, Net Revenue ended with 8.1M or a positive variance of 330% for the month of November (compared to the budget of \$1.9M).

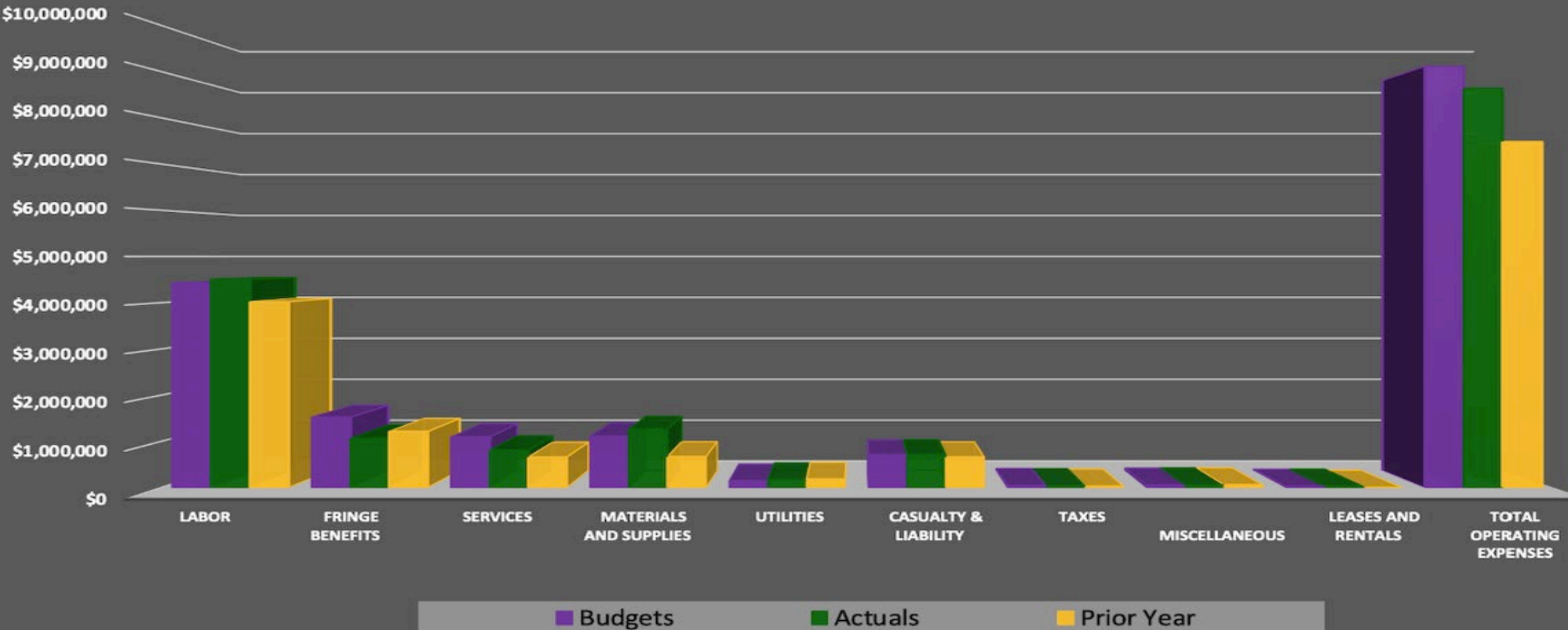


November 2022 Summary of Uses

Summary of Uses

	Budget	Actuals	\$ Change	% Change	YTD Budget	YTD Actuals
Transit Operations	9,113,553	8,635,158.36	478,394.64	5.25%	103,650,179	92,980,049
TMSEL Legacy Costs	177,050	316,875.11	(139,825.11)	-78.97%	1,947,550	2,744,360
Maritime Costs	328,254	317,792.33	10,461.67	0.00%	3,879,544	(3,114,957)
Capital Expenditures - RTA	1,752,080	972,505.73	779,574.27	44.49%	27,494,533	11,631,303
Capital Expenditures - Maritime Only	1,568,143	816,273.39	751,869.61	47.95%	17,249,573	12,955,909
FEMA Project Worksheet Expenditures	109,396	0.00	109,396.00	100.00%	875,168	0
Debt Service	671,770	564,264.50	107,505.50	16.00%	7,389,470	5,839,485
Total Expenditures	13,720,246	11,622,869.42	2,097,376.58	15.29%	162,486,017	123,036,149
Operating Reserve	0	0.00	0.00	0.00%	0	0
Total Uses	13,720,246	11,622,869.42	2,097,376.58	15.29%	162,486,017	123,036,149

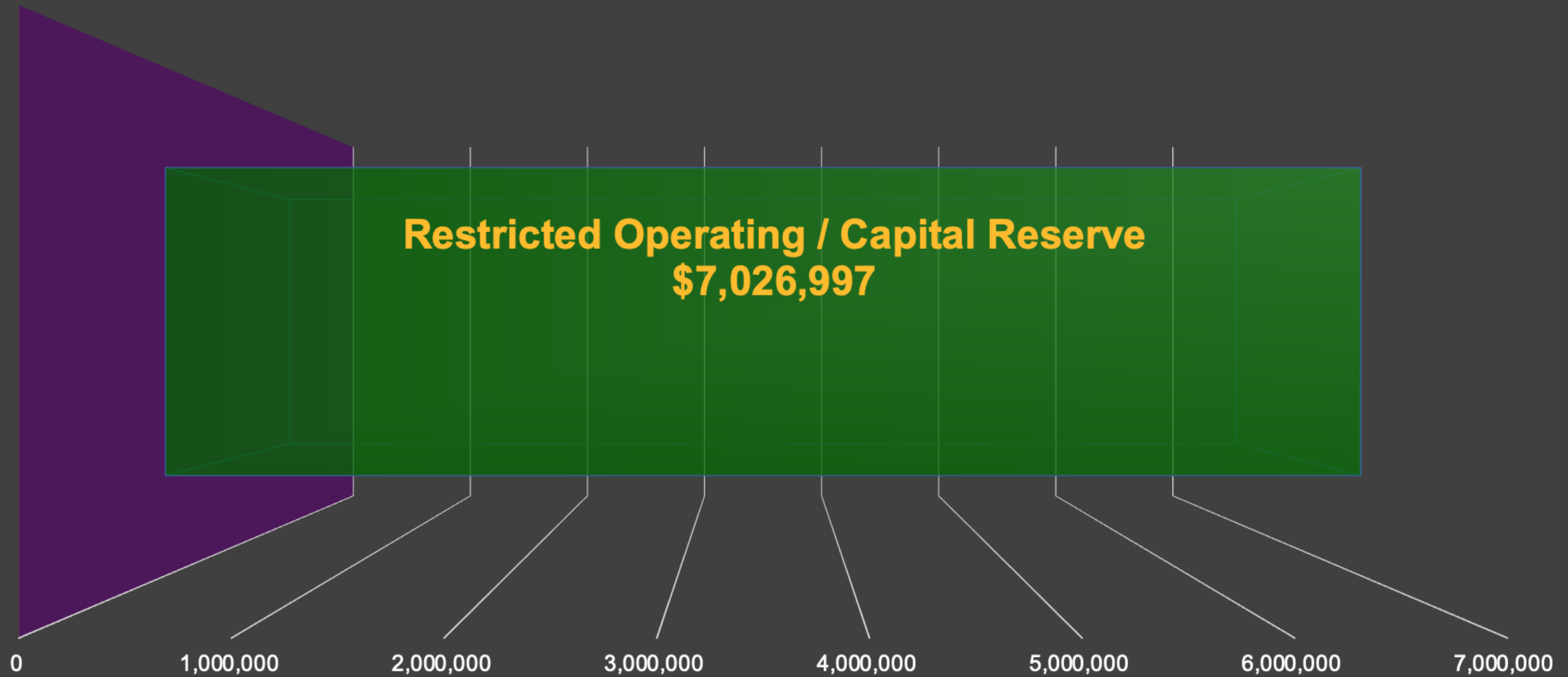
Operating Expenses (Actual - \$8,635,158)



Operating Expenses

Operating Expenses for the month of November are roughly \$8.6M. Labor and Fringe Benefits, the largest expenditure at \$5.6M, comprised 64.6% of this month's actual expenses. In total, Operating Expenses for the month of November show a slight decrease of 3.1% from \$8.9M in October.





Operating Reserve

The strong positive variance that resulted from Net Revenue (After Government Assistance of approximately \$5.3M) added \$7M to Restricted Operating/Capital Reserve after the offset of \$564K in Debt Service.





Procurement

Purchase Orders Less than \$100K
(December 5, 2022 – January 3, 2023)

PURCHASE ORDER #	VENDOR	COST CENTER	COSTER CENTER DESCRIPTION	TRANS	REFERENCE	ORDER TOTAL
914091-004	BRC Construction Group LLC	1284299	Infrastructure	12/7/2022	NOE Hub temp shelter install	15,870.00
914091-003	BRC Construction Group LLC	1284299	Infrastructure	12/7/2022	NOE/Interim Downtown New Links	51,000.00
912749-002	Wireless Telematics Solutions LLC	1780002	IT	12/15/2022	Para cellular services	1,000.00
914149-004	August Building Maintenance	1284302	Building Maintenance	12/21/2022	Janitorial Sevices	38,000.00
913637-002	Loomis	1260002	Finance	12/27/2022	Armored Security Transportation	40,000.00
914647	Convergint Technologies	1290002	Transit Security	12/28/2022	SSA Renewal	15,431.39
912698-003	Granicus	1110002	Board	1/3/2023	Year 2 and 3 subscription	56,533.11
=====						
					<i>Total value</i>	217,834.50

Questions?





Agenda

7. DBE Report



01/12/2023

Regional Transit Authority

Disadvantaged Business Enterprise Program Report

Contract Awards December 2022

\$10,187,302 in contracts were awarded

- \$6,819,611 was awarded to DBE firms.
- Of the DBE contracts \$6,819,611 was awarded to DBE Prime Contractors.

Total DBE participation (commitment) is 67%.





Agenda

Current DBE Projects

Project	Contract Amount	DBE Goal	DBE Goal	% Goal Achieved	Tentative Completion Date
CMAR – Canal Street Ferry Terminal (Construction)	\$19,861,432	\$7,004,708	30.55%	13%	3/2023
Disaster Recovery Grants Management and Administration	\$137,888	\$67,565	49%	39%	9/2023
Riverfront Trackwork & Overhead Catenary	\$818,268	\$110,500	12%	10%	9/2022
Transit Ferry Services	\$8,442,843	\$842,442	10%	24%	1/2023
East New Orleans Maintenance Building	\$737,577	\$132,763	18%	20%	5/2022



Agenda

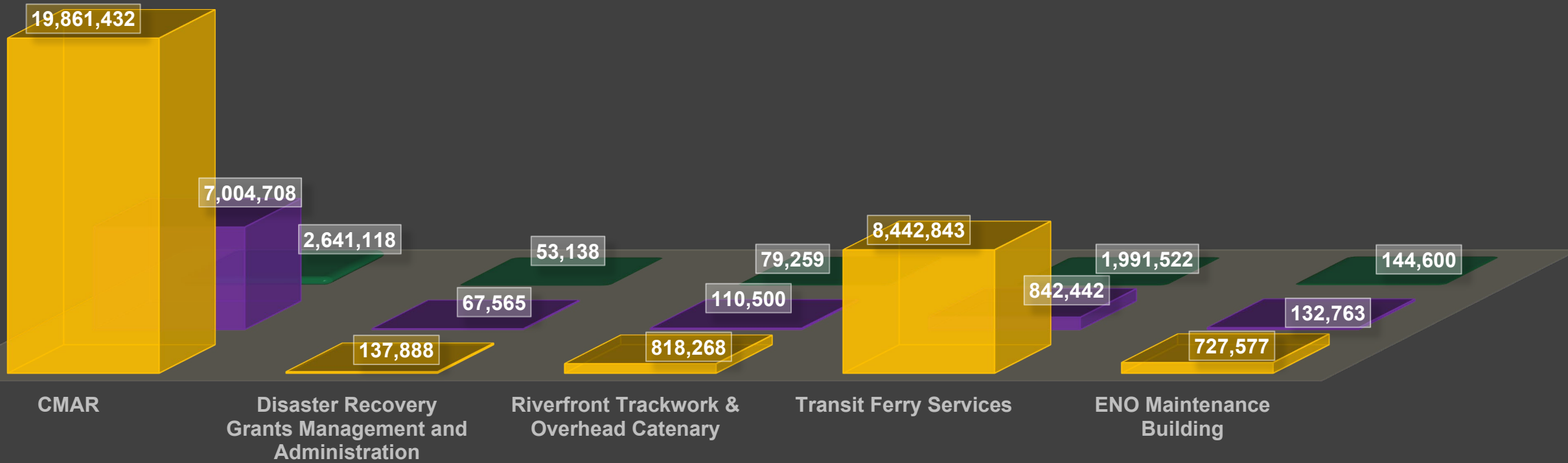
Current DBE Projects

Project	Contract Amount	DBE Goal	DBE Goal	% Goal Achieved	Tentative Completion Date
Business Intelligence & Data Management Reporting System	\$331,497	\$331,497	100%	36%	10/2024
On Call Technical Safety Support	\$300,000	\$300,000	100%	22%	10/2024
Napoleon Facility Renovation & Upgrade	\$4,742,000	\$1,460,536	30.8%	2%	6/2023
Rampart Streetcar Line: Emergency Repair Project	\$1,021,000	\$141,204	13.83%	0%	4/2023

■ Contract Amount

■ DBE Goal

■ DBE Goal Achieved

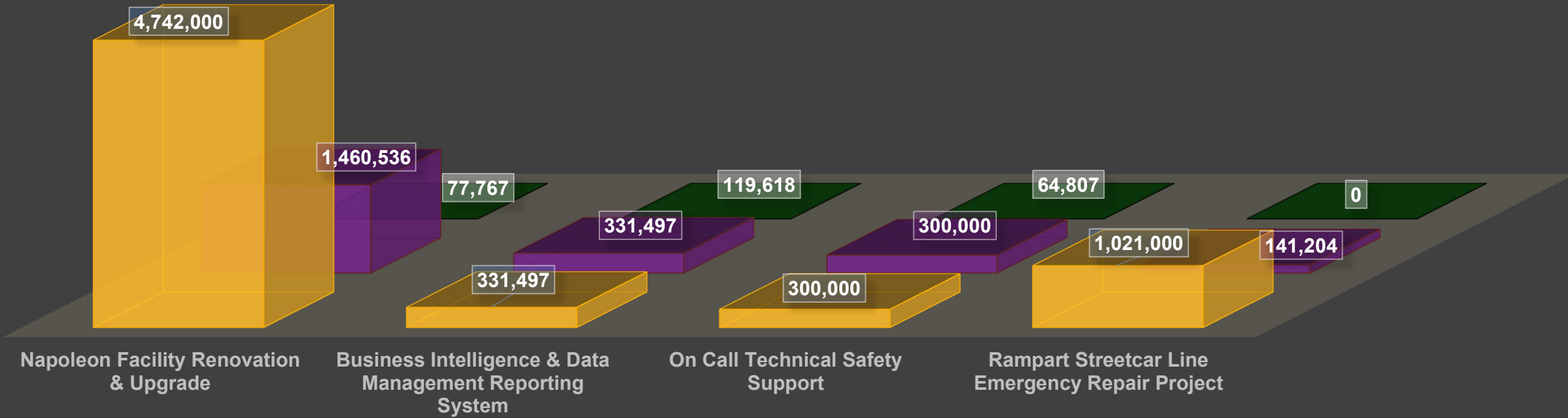


Current DBE Projects

■ Contract Amount

■ DBE Goal

■ DBE Goal Achieved



Current DBE Projects



Agenda

Current SBE Projects

Project	Contract Amount	SBE Goal	SBE Goal	% Goal Achieved	Tentative Completion Date
DBE Consulting Services	\$181,682	\$181,682	100%	63%	3/2023
Construction Cost Audits	\$78,902	\$78,902	100%	78%	6/2023
Bus Rapid Transit Feasibility Study	\$599,949	\$599,949	100%	58%	3/2023
On Call A&E Services for Design of Interim Downtown Transit Hub	\$70,000	\$70,000	100%	98%	9/2023

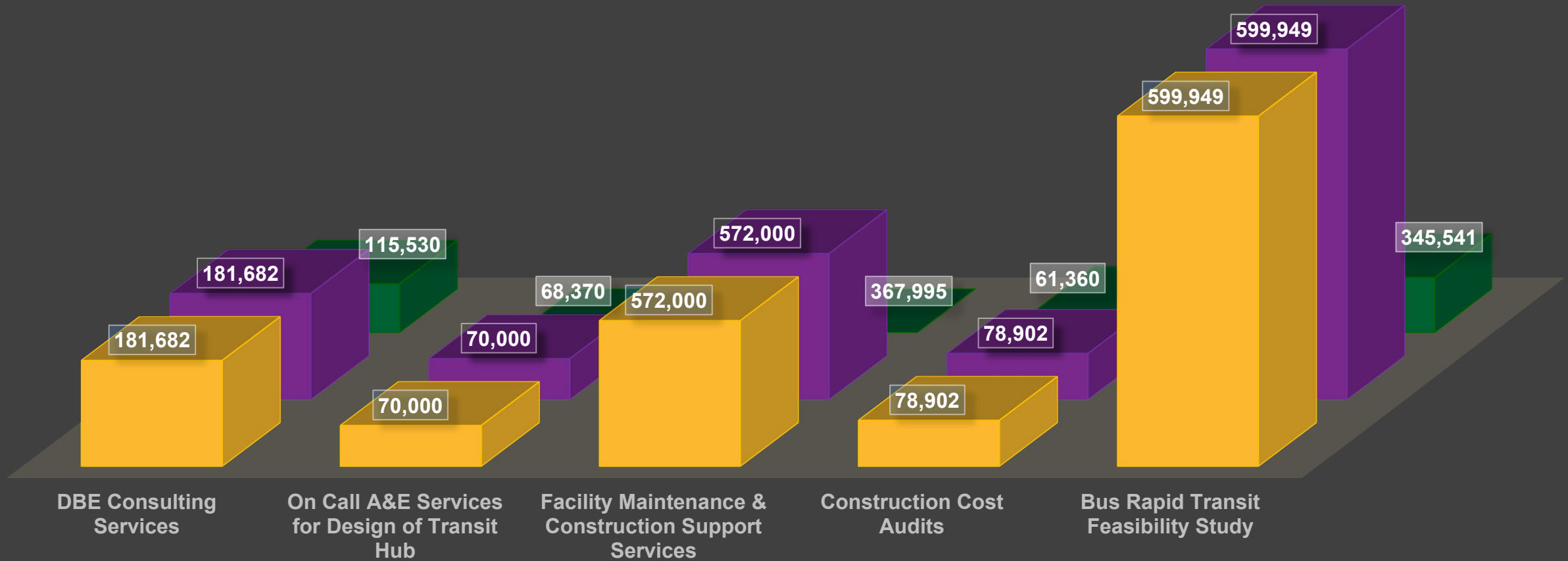
Current SBE Projects

Project	Contract Amount	SBE Goal	SBE Goal	% Goal Achieved	Tentative Completion Date
Facility Maintenance & Construction Support Services	\$572,000	\$572,000	100%	64%	3/2023
Classification and Compensation Study	\$166,000	\$166,000	100%	75%	3/2023
Leadership & Change Management Training	\$270,000	\$270,000	100%	88%	5/2023
Temporary Janitorial Services	\$578,000	\$540,000	100%	99%	11/2022

Contract Amount

SBE Goal

SBE Goal Achieved

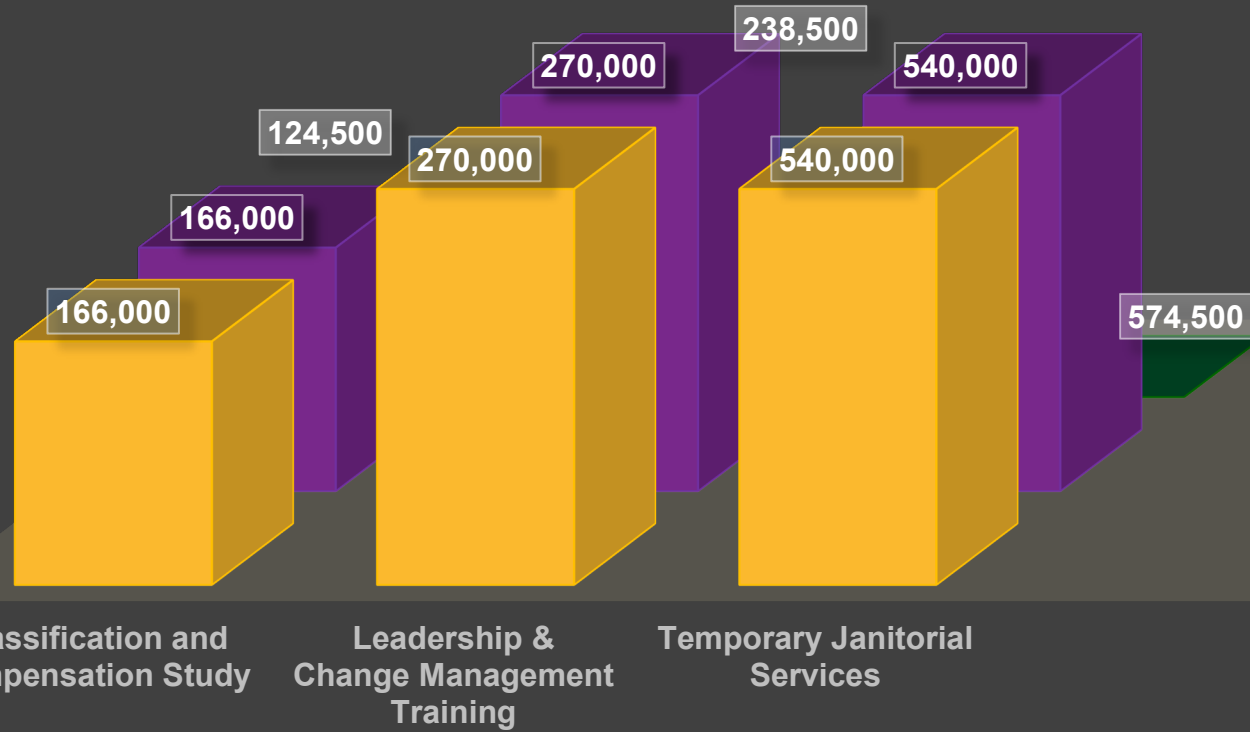


Current SBE Projects

Contract Amount

SBE Goal

SBE Goal Achieved



Current SBE Projects



Agenda

Upcoming DBE/SBE Projects

DBE/SBE Goal

RFP 2022-012 Advertising Campaign & Media Buying Services

100% SBE

Current Solicitation

IFB 2022-015 Non-Advertisement Bus Shelters
(Bids due 1/17/23)

100% SBE



Agenda

DBE/SBE Business Development Trainings



RTA presents
**RESPONDING TO BIDS &
REQUESTS FOR PROPOSALS**
Free DBE Workshop

Join us for this month's **Disadvantaged Business Enterprises (DBEs) workshop** to learn how to win public and private sector contracts.

Seating is limited.

Register **TODAY** at norta.com.

WHEN:
Tuesday, January 24
5:30 PM - 7:30 PM

WHERE:
RTA Board Room, 2nd Floor
2817 Canal Street
New Orleans, LA



Next Workshop: Tuesday, January 24th from 5:30pm to 7:30pm
Topic: "Responding to Bids and RFP's. Bid Better, Win More and Grow Your Business"





Agenda

Upcoming DBE/SBE Business Development Trainings

Tuesday, February 28, 2023

Topic: “How to Write a Clear, Concise and Powerful Capability Statement”

Tuesday, March 28, 2023

Topic: “Entrepreneurial Leadership and Influence”

Tuesday, April 25, 2023

Topic: “Understanding Personal Credit and How to Fix It!”



Agenda

DBE/SBE

2022 Outreach Events

April 2022

RTA's DBE Opportunity Conference along with City of New Orleans, Ernest Morial Convention Center, and NOLA Public Schools

May 2022

Ernest N. Morial Convention Center Small & Emerging Business Outreach Event

June 2022

City of New Orleans Reverse Trade Show

August 2022

Port of New Orleans Procurement Fair

November 2022

National Minority Supplier Development Council Business Connection Matchmaker

City of New Orleans Procurement Fair

Baton Rouge Metropolitan Airport Annual Business Opportunities Outreach Event

December 2022

N.O. Regional Black Chamber Black Business Expo & MBE Matchmaker

Ernest N. Morial Convention Center Small & Emerging Business Outreach Event

Questions?





Agenda

8. Infrastructure & Planning Report

Open Projects

Project	Contractor	Status	Comments
Close-Out			
Riverfront Streetcar	P/S: Infinity G/C: Pointer Smith	Substantially Complete	Work complete. Service restored. Completed review of DBE participation to allow retainage payment
ENO Maintenance Bldg. Exterior Envelope	P/S: CDM G/C: CDW	Substantially Complete	Reviewing all close-out documents prior to paying final pay app
Construction			
Canal Ferry Terminal	P/S: Infinity G/C: Woodward/APC JV	Construction	Ferry Service operation at permanent wharf target January 20 Building: 99% complete, target substantial completion January 20 Planters (enhanced Audubon improvements) target March Dry side (Floodwall to Canal St) – Landscape, hardscape, bridge and elevator target May Temporary dismantle and pile removal: no later than June 2023
Napoleon Facility Rehabilitation	P/S: Landmark Architects G/C: CDW	Construction	Foundation work has begun to stabilize the wall. Received Army Corp Permits. Roofing material has been ordered. Working with SHPO on the design of window (Historic Approval)
Rampart Streetcar Restoration: Recovery from Hard Rock Hotel Collapse	P/S: AECOM G/C: Barnes Electric	Construction	Target construction start January 23 starting at Elysian Fields Target completion date early May 2023 Parts supply issues have delayed start.
Interim Transfer Centers	P/S: GO-TECH (Dtwn) Infinity (NOE) G/C: BRC	Construction	Downtown Phase 1 complete – shelters installed. Design review for Downtown Phase 2 this month and construction bid advertise in by March 2023 New Orleans East hub shelters installed.

Open Projects

Project	Contractor	Status	Comments
Procurement			
2021 Non- Advertising Shelter	P/S: Infinity G/C:	Procurement	Bid release – responses due 1/17. DBE/SBE outreach event held 1/4
Engineering			
Planning			
Bus Rapid Transit (BRT) Feasibility Study	P/S: ILSI G/C:	Study	Draft route evaluation / alternatives analysis report released. Adoption of LPA on January board and early February council vote. Public meetings week of 1/23
Algiers Point Ferry Terminal Rehabilitation and Modernization	P/S: G/C:	Planning	Waiting on results of FY22 FTA Grant Application
Lower Algiers Car Ferry Landing Barge Replacement	P/S: G/C:	Planning	Working on Project Execution Plan,
Algiers Point Landing Barge Replacement	P/S: G/C:	Planning	Working on Project Execution Plan,
No Emission Vehicle Pilot	P/S: G/C:	Planning	Held kick off meeting with Fleet Vendor
RAISE: Fare Technology Replacement	P/S: G/C:	Planning	Prepared CE checklist to allow grant fund draw down. RFI results due mid January. RFP for fare tech consultant in development
RAISE: Transit Facilities Design and Build	P/S: G/C:	Planning	Initial programming locally starting in Q1; Funded in 2023 Capital budget – required for FTA environmental review and grant draw down.

FY 2022 GRANT SCORE CARD

Grant Program	Application Status	Project Total	Federal - State Amount Requested	Federal - State Amount Awarded	Scope Request
2021 Carryover Applications					
5307 Passenger Ferry	Awarded	\$8,900,293	\$7,127,235	\$5,663,626	New landing barge for Algiers Point, drydock Armiger and Levy ferry boats.
State Capital Outlay	FY 2022-2023 Priority 4	\$14,159,064	\$10,619,298	\$10,619,298	Replace Maintenance Barges at Lower Algiers
2021 Total		\$47,482,892	\$37,392,068	\$16,282,924	

FY 2022 GRANT SCORE CARD

Grant Program	Application Status	Project Total	Federal - State Amount Requested	Federal Amount Awarded	Scope Request
State DOTD 5339	Planning	\$2,200,000	\$1,760,000		Replace para-transit vehicles that are at the end of useful life.
FY 2023-2024 Capital Outlay: Ferry Maintenance Barge Replacement	Planning	\$14,159,064	\$10,619,298		State of Louisiana Capital Outlay submission, requirement to submit until the funds are spent. Priority 4 in the FY 2022-2023 budget.
FY 2023-2024 Capital Outlay: Vehicle Ferry Replacement Study	Planning	\$667,000	\$500,250		State of Louisiana Capital Outlay submission,
2022 Amount		\$40,907,431	\$32,992,241	\$1,687,728	
Total Amount Pending		\$88,390,323	\$70,384,309	\$17,970,652	

FY 2023 GRANT (IIJA TRACKER)

Grant Program	Applicant Eligibility	Federal Pool Available	Anticipated - Actual NOFO Release Date	Application Deadline	Eligibility Requirements and Potential RTA Use
RAISE (Joint Application with CNO)	State, Local, Transit Agencies		November	Due end of February	RTA will be lead applicant. Strengthening proposal based on FTA debrief.
Safe Streets and Road for All	State, State subdivisions, counties, municipalities	\$1 B / year FY22-26	Early 2023		Develop or update a comprehensive safety action plan (Action Plan); Conduct planning, design, and development activities in support of an Action Plan; Carry out projects and strategies identified in an Action Plan.
TOD Planning	State or local entities	\$13M / year FY22-26	May 2023		Enhance economic development, ridership, and other goals established during the project development and engineering processes; Facilitate multimodal connectivity and accessibility Increase access to transit hubs for pedestrian and bicycle traffic; Enable mixed-use development

FY 2023 GRANT (IRA TRACKER)

Grant Program	Applicant Eligibility	Federal Pool Available	Anticipated - Actual NOFO Release Date	Application Deadline	Eligibility Requirements and Potential RTA Use
Neighborhood Access and Equity Grant	State, MPO, Local entity; non-profit or higher-ed institution that partners with above	HUD Grant: \$3.205 billion total \$1.262 billion reserved for economically disadvantaged communities; \$50 million for technical assistance	TBD	TBD	Eligible Uses: implement context-sensitive projects that improve walkability and safety and provide affordable transportation access; mitigate or remediate negative impacts on the human or natural environment from a surface transportation facility in a disadvantaged or underserved community

Questions?





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9. Procurements

A. Authorizations:

Marketing and Advertising Services (Campaigns) and Media Planning and Buying Services 22-111

Radio Communications Infrastructure 2 22-159

Clever Device Maintenance Agreement 22-175

Cooperative Endeavor Agreement (CEA) between the City of New Orleans and Regional Transit Authority (RTA) Audubon Nature Institute (ANI) 22-179



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9. Procurements cont'd

B. Amendments:

NEOGOV Contract Renewal

22-176

Transit Security Services – SEAL Security Services

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10. Audience Questions & Comments



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11. New Business



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12. Adjournment