



2817 Canal Street  
New Orleans, LA 70119

**New Orleans Regional Transit Authority**  
**Finance Committee**  
**Meeting Agenda - Final**

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**Thursday, October 9, 2025**

**11:00 AM**

**RTA Board Room**

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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 October 9, 2025 at 11:00 a.m. Meetings start at the scheduled time, but may be delayed until a quorum of the Commissioners is present. The agency's website will stream the in-person meeting live, and wearing masks in the boardroom is optional.

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

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

**1. Call To Order**

**2. Roll Call**

**3. Consideration of Meeting Minutes**

[Finance Committee Meeting - September 11, 2025]

[25-135](#)

**4. Committee Chairman's Report**

**5. Chief Executive Officer's Report**

**6. Chief Financial Officer's Report**

[August 2025 Financials]

[25-137](#)

**7. DBE Report****8. Chief Planning and Capital Project Officer's Report****9. Action Items**

## Authorizations:

Contract Award to Mansfield Oil Company for Diesel Fuel and Diesel Exhaust Fluid (DEF) [25-116](#)

Contract Award to Gerry Lane Chevrolet for the Purchase of Transit Police Vehicles [25-120](#)

Renewal of Clever Warranty and Maintenance Agreement [25-132](#)

Contract Award to IV Waste, LLC for Non-Hazardous Waste Disposal Services [25-134](#)

**10. New Business****11. Audience Questions & Comments****12. Adjournment**



# New Orleans Regional Transit Authority

2817 Canal Street  
New Orleans, LA 70119

## Board Report and Staff Summary

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**File #:** 25-135

**Board of Commissioners**

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[Finance Committee Meeting - September 11, 2025]



2817 Canal Street  
New Orleans, LA 70119

## New Orleans Regional Transit Authority Finance Committee

### Meeting Minutes - Draft

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Thursday, September 11, 2025

11:00 AM

RTA Board Room

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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, September 11, 2025 at 11:00 a.m. Meetings start at the scheduled time, but may be delayed until a quorum of the Commissioners is present. The agency's website will stream the in-person meeting live, and wearing masks in the boardroom is optional.

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This was approved.

#### 1. Call To Order

#### 2. Roll Call

A motion was made by Commissioner Colin, seconded by Chairperson Walton and approved. The motion carried by the following vote:

**Aye:** Chairperson Walton and Commissioner Colin

**Aye:** Chairperson Walton and Commissioner Colin

**Absent:** Commissioner Moore

**Absent:** Commissioner Moore

#### 3. Consideration of Meeting Minutes from August 14, 2025

Commissioner Colin moved and Commissioner Walton seconded to approve the Finance Committee Meeting of September 11, 2025. The motion was approved unanimously.

This was approved as amended.

[Finance Committee Meeting – August 14, 2025]

[25-121](#)

#### **4. Committee Chairman's Report**

None

#### **5. Chief Executive Officer's Report**

The monthly Chief Executive Officer's Report was presented. This report can be found in the PowerPoint Presentation for the Finance Committee Report.

Highlights from the report:

- The RTA had a Service Change take place on Sunday and some of the vehicles did not receive the necessary software updates and major construction projects are taking place around the City of New Orleans that the RTA was not informed about and needed to implement Rolling Detours. The RTA are putting systems in place to make sure that the riders are informed of all the changes taking place on the routes. These detours will impact the On-Time Performance on these specific routes. The CEO stated that when a rider opens the RTA app a banner will appear informing them of all the current routes that have detours.
- The CEO stated DPW does not have a centralized point of contact for construction projects taking place around the City so the RTA communicates with Senior Staff on these projects.
- The CEO stated that regarding the Algiers Service Project staff have finished collecting data from the community and the next step is to present to the Board the different options.

#### **6. Chief Financial Officer's Report**

The monthly Chief Financial Officer's Report was presented. This report can be found in the PowerPoint Presentation for the Finance Committee Report.

Highlights from the CFO report:

- The CFO stated that assumptions are being used for the 2026 Budget regarding General Use Sales Tax/Hotel Motel Sales Tax and staff understand that tourism will be down in the upcoming years and staff was working on alternative revenue sources and tightening up expense.
- Commissioner Neal stated that staff should focus on attracting more locals to ride the system to offset ridership when tourism ridership goes down. The CEO stated that On-Demand and Ride-Share must be cost efficient for the agency to implement these

programs.

- The CFO stated that staff should receive a copy of the Draft Audit Report tomorrow and it will be shared with the Board next week. She stated that staff were cleaning up a lot of issues with the Accounting System.
- The Triennial Review only had a few findings, and the final report is due by the end of September, and the correct action items need to be completed by December.

[July Financials]

[25-124](#)

## 7. DBE Report

The monthly DBE Report was presented. This report can be found in the PowerPoint Presentation for the Finance Committee Report.

The Prime Contractor has forms that they fill out with their proposals regarding DBE Participation. When the RTA advertise for projects the DBE Goals are set for each project.

The Universal Accessibility Study did not meet its DBE Goals, and the DBE Officer was looking to make sure that the goals for this project are met.

## 8. Chief Planning and Capital Project Officer's Report

The monthly Chief Planning and Capital Project Officer's Report was presented. This report can be found in the PowerPoint Presentation for the Finance Committee Report.

Highlights from the CFO report:

- The GenFare has updated their fareboxes and all the new buses that the RTA have received have the new fareboxes. The Fare Technology Consultants will be invited to a meeting to do a presentation on the new technology regarding fareboxes.
- Currently staff are working on an inventory of bus shelters and bus stops that staff are maintaining.

## 9. Procurements

A. Authorizations:

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

[25-114](#)

The RTA will lose an average of \$2,000-\$3,000 for this bus wrap and once completed the RTA will do a bus unveiling.

Commissioner Colin moved and Commissioner Walton seconded to approve the CEA Between the RTA and Sunstar Gate, Treme for Treme

for Treme, and New Orleans Four, LLC. The motion was approved unanimously.

A motion was made by Commissioner Colin, seconded by Chairperson Walton and approved to the Board of Commissioners, due back on 9/23/2025. The motion carried by the following vote:

**Aye:** Chairperson Walton and Commissioner Colin

**Absent:** Commissioner Moore  
Enactment No: 25-053

Contract Award to Vector Media Holding, Corp for [25-115](#)  
Exclusive Advertising Rights

Commissioner Colin moved and Commissioner Walton seconded to approve the Contract Award to Vector Media Holding, Corp for Exclusive Advertising Rights. The motion was approved unanimously.

A motion was made by Commissioner Colin, seconded by Chairperson Walton and approved to the Board of Commissioners, due back on 9/23/2025. The motion carried by the following vote:

**Aye:** Chairperson Walton and Commissioner Colin

**Absent:** Commissioner Moore  
Enactment No: 25-054

B. Amendments:

Change Order for Transit Security Services - SEAL [25-101](#)

This Security Services Award has had several protests. The total amount of this contract is \$643,091.

Commissioner Colin moved and Commissioner Walton seconded to approve the Change Order for Transit Security Services - SEAL. The motion was approved unanimously.

A motion was made by Commissioner Colin, seconded by Chairperson Walton and approved to the Board of Commissioners, due back on 9/23/2025. The motion carried by the following vote:

**Aye:** Chairperson Walton and Commissioner Colin

**Absent:** Commissioner Moore  
Enactment No: 25-051

## 10. New Business

None

## 11. Audience Questions & Comments

None

## 12. Adjournment

Commissioner Colin moved and Commissioner Walton seconded to adjourn the meeting of Finance Committee Meeting of September 11, 2025. The motion was adjourned unanimously.

A motion was made by Commissioner Colin, seconded by Chairperson Walton and adjourned. The motion carried by the following vote:

**Aye:** Chairperson Walton and Commissioner Colin

**Absent:** Commissioner Moore

[09.11.25 Finance Committee PowerPoint]

**25-126**





# New Orleans Regional Transit Authority

2817 Canal Street  
New Orleans, LA 70119

## Board Report and Staff Summary

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**File #:** 25-137

**Finance Committee**

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[August 2025 Financials]

**August 2025  
Analysis of Financials**

Budget	Actuals	Variances		Explanation of Variance
		Amount	%age	
<b><u>Passenger Revenue</u></b>				
7,937,624	6,846,326	(1,091,298)	(13.7%)	Passenger Fares were 13.7% (\$1.1M) under projections through August while ridership was 9.3% (964K) under budget.
<b><u>Sales Tax</u></b>				
73,302,080	69,188,938	(4,113,142)	(5.6%)	Sales tax collections are 5.6% under projections through August.
<b><u>Labor</u></b>				
45,640,448	42,898,754	2,741,694	6.0%	Labor is \$2.7M (6%) under budget through August.
<b><u>Fringe Benefits</u></b>				
15,148,280	14,973,628	174,652	1.2%	Fringe Benefits are 1.2% (\$175K) under projections through August.
<b><u>Services</u></b>				
12,772,192	8,395,476	4,376,716	34.3%	Most Service line items are well under budget through August. Professional/Technical Services (legal fees, consultants, other outside services, etc.), Contract Maintenance Services and Private Security are the main contributors to these shortfalls.
<b><u>Materials and Supplies</u></b>				
9,472,336	7,154,930	2,317,406	24.5%	Diesel fuel prices for the month of August were budgeted at \$3.55/gal. (excl. \$0.21/gal. tax). Actual diesel fuel prices for August averaged \$2.29/gal. (before taxes), which was \$1.26/gal. under budget and \$0.14 below the average price for July. Diesel fuel consumption for August was 27,073 gallons under budget.
<b><u>Taxes</u></b>				
284,024	85,189	198,835	70.0%	All taxes were under budget through August.
<b><u>Miscellaneous Expenses</u></b>				
672,136	500,221	171,915	25.6%	Miscellaneous expenses, including travel and other miscellaneous, were 26% under budget through August.

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

	Current Month				Year to Date				CY2025 Budget
	Budget	Actual	\$ Var.	%Var.	Budget	Actual	\$ Var.	%Var.	
<b>Operating Revenues</b>									
Passenger Fares	992,203	816,733	(175,470)	(17.68%)	7,937,624	6,846,326	(1,091,298)	(13.75%)	11,906,432
General Use Sales Tax	7,676,539	4,937,546	(2,738,993)	(35.68%)	61,412,312	59,590,009	(1,822,303)	(2.97%)	92,118,471
State Motor Vehicle Sales Tax	635,906	627,459	(8,447)	(1.33%)	5,087,248	4,442,073	(645,175)	(12.68%)	7,630,875
Hotel/Motel Sales Tax	850,315	480,854	(369,461)	(43.45%)	6,802,520	5,156,856	(1,645,664)	(24.19%)	10,203,780
Other Revenue	221,190	457,921	236,731	107.03%	1,769,520	2,764,208	994,688	56.21%	2,654,281
<b>Total Operating Revenues</b>	<b>10,376,153</b>	<b>7,320,513</b>	<b>(3,055,640)</b>	<b>(29.45%)</b>	<b>83,009,224</b>	<b>78,799,472</b>	<b>(4,209,752)</b>	<b>(5.07%)</b>	<b>124,513,839</b>
<b>Operating Expenses</b>									
Labor	5,705,056	4,698,202	1,006,854	17.65%	45,640,448	42,898,754	2,741,694	6.01%	68,460,671
Fringe Benefits	1,893,535	2,148,289	(254,754)	(13.45%)	15,148,280	14,973,628	174,652	1.15%	22,722,422
Services	1,596,524	1,202,185	394,339	24.70%	12,772,192	8,395,476	4,376,716	34.27%	19,158,293
Materials and Supplies	1,184,042	968,623	215,419	18.19%	9,472,336	7,154,930	2,317,406	24.46%	14,208,507
Utilities	144,208	190,243	(46,035)	(31.92%)	1,153,664	1,107,163	46,501	4.03%	1,730,500
Casualty & Liability	986,667	978,328	8,339	0.85%	7,893,336	7,543,053	350,283	4.44%	11,840,000
Taxes	35,503	4,884	30,619	86.24%	284,024	85,189	198,835	70.01%	426,030
Miscellaneous	84,017	82,934	1,083	1.29%	672,136	500,221	171,915	25.58%	1,008,205
Leases and Rentals	20,000	8,272	11,728	58.64%	160,000	130,180	29,820	18.64%	240,000
<b>Total Oper. Exp. (excl. Depr.)</b>	<b>11,649,552</b>	<b>10,281,960</b>	<b>1,367,592</b>	<b>11.74%</b>	<b>93,196,416</b>	<b>82,788,594</b>	<b>10,407,822</b>	<b>11.17%</b>	<b>139,794,628</b>
<b>Net Operating Revenue</b>	<b>(1,273,399)</b>	<b>(2,961,447)</b>	<b>(1,688,048)</b>	<b>132.56%</b>	<b>(10,187,192)</b>	<b>(3,989,122)</b>	<b>6,198,070</b>	<b>(60.84%)</b>	<b>(15,280,789)</b>
<b>TMSEL Legacy Costs</b>									
TMSEL Pension Costs	0	0	0	0.00%	0	0	0	0.00%	0
TMSEL Health Benefit Costs	92,944	45,373	47,571	51.18%	743,552	643,444	100,108	13.46%	1,115,331
TMSEL All Other Costs	33,750	36,769	(3,019)	(8.95%)	270,000	1,083,374	(813,374)	(301.25%)	405,000
<b>Total TMSEL Legacy Costs</b>	<b>126,694</b>	<b>82,142</b>	<b>44,552</b>	<b>35.17%</b>	<b>1,013,552</b>	<b>1,726,818</b>	<b>(713,266)</b>	<b>(70.37%)</b>	<b>1,520,331</b>
<b>Net Rev. (Before Gov't. Asst.)</b>	<b>(1,400,093)</b>	<b>(3,043,589)</b>	<b>(1,643,496)</b>	<b>117.38%</b>	<b>(11,200,744)</b>	<b>(5,715,940)</b>	<b>5,484,804</b>	<b>(48.97%)</b>	<b>(16,801,120)</b>
<b>Maritime Operations</b>									
Passenger Fares	92,207	56,696	(35,511)	(38.51%)	737,656	542,546	(195,110)	(26.45%)	1,106,479
Labor and Fringe Benefits	(23,873)	(22,634)	(1,239)	5.19%	(190,984)	(184,732)	(6,252)	3.27%	(286,480)
Services	(81,554)	(60)	(81,494)	99.93%	(652,432)	(29,878)	(622,554)	95.42%	(978,652)
Materials and Supplies	(45,433)	(10,259)	(35,174)	77.42%	(363,464)	(62,056)	(301,408)	82.93%	(545,198)
Taxes	(544)	(517)	(27)	4.96%	(4,352)	(2,843)	(1,509)	34.68%	(6,522)
Purchased Transportation	(1,028,806)	(857,157)	(171,649)	16.68%	(8,230,448)	(6,952,749)	(1,277,699)	15.52%	(12,345,667)
Other Operating Expenses	(44,281)	(170)	(44,111)	99.62%	(354,248)	(939)	(353,309)	99.73%	(531,372)
Preventive Maintenance	52,036	0	(52,036)	(100.00%)	416,288	353,647	(62,641)	(15.05%)	624,438
LA State Appropriations	250,000	0	(250,000)	(100.00%)	2,000,000	0	(2,000,000)	(100.00%)	3,000,000
State Subsidy	428,333	428,333	0	0.00%	3,426,664	3,426,664	0	0.00%	5,140,000
<b>Total Maritime Operations</b>	<b>(401,915)</b>	<b>(405,768)</b>	<b>3,853</b>	<b>(100.00%)</b>	<b>(3,215,320)</b>	<b>(2,910,341)</b>	<b>(304,979)</b>	<b>(100.00%)</b>	<b>(4,822,974)</b>
<b>Government Operating Assistance</b>									
Preventive Maintenance	1,672,860	1,953,031	280,171	16.75%	13,382,880	13,065,706	(317,174)	(2.37%)	20,074,324
State Parish Transportation	191,015	65,782	(125,233)	(65.56%)	1,528,120	1,160,297	(367,823)	(24.07%)	2,292,180
ARPA Funding and Other Operating Grants	478,852	5,935	(472,917)	(98.76%)	3,830,816	49,967	(3,780,849)	(98.70%)	5,746,226
FEMA Reimbursements	0	0	0	#DIV/0!	0	98	98	#DIV/0!	0
<b>Total Government Oper. Asst.</b>	<b>2,342,727</b>	<b>2,024,748</b>	<b>(317,979)</b>	<b>(13.57%)</b>	<b>18,741,816</b>	<b>14,276,068</b>	<b>(4,465,748)</b>	<b>(23.83%)</b>	<b>28,112,730</b>
<b>Net Revenue (After Gov't. Asst.)</b>	<b>540,719</b>	<b>(1,424,609)</b>	<b>(1,957,622)</b>	<b>(362.04%)</b>	<b>4,325,752</b>	<b>5,649,787</b>	<b>714,076</b>	<b>16.51%</b>	<b>6,488,636</b>

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

	Current Month				Year to Date				
	Budget	Actual	\$ Var.	%Var.	Budget	Actual	\$ Var.	%Var.	
<b>Net Revenue (After Gov't. Asst.)</b>	<b>540,719</b>	<b>(1,424,609)</b>	<b>(1,957,622)</b>	<b>-362.04%</b>	<b>4,325,752</b>	<b>5,649,787</b>	<b>714,076</b>	<b>16.51%</b>	<b>6,488,636</b>
<b>Government Non-Operating Rev. (Exp.)</b>									
Federal - Capital (RTA)	2,690,160	671,961	(2,018,199)	(75.02%)	21,521,280	5,064,180	(16,457,100)	(76.47%)	32,281,920
Local - Capital (RTA)	1,141,840	167,990	(973,850)	(85.29%)	9,134,720	1,379,295	(7,755,425)	(84.90%)	13,702,078
Capital Expenditures (RTA)	(3,832,000)	(839,951)	2,992,049	(78.08%)	(30,656,000)	(6,350,898)	24,305,102	(79.28%)	(45,983,998)
Total Federal and State Sources (Ferry)	1,126,534	0	(1,126,534)	(100.00%)	9,012,272	9,661			
Other Local Sources/Restricted Capital Res. (Ferry)	317,238	0	(317,238)	(100.00%)	2,537,904	2,415	(2,535,489)	(99.90%)	13,518,414
Capital Expenses (Ferry)	(1,443,772)	0	(1,443,772)	100.00%	(11,550,176)	(138,052)	11,412,124	(98.80%)	3,806,854
Loss on Valuation of Assets	0	0	0	0.00%	0	0	0	0.00%	0
<b>Total Gov't. Non-Operating Rev. (Exp.)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>(33,399)</b>	<b>(33,399)</b>	<b>0.00%</b>	<b>17,325,268</b>
<b>Total Revenues (Expenses) Before Capital Expenditures and Debt</b>	<b>540,719</b>	<b>(1,424,609)</b>	<b>(1,965,328)</b>	<b>(363.47%)</b>	<b>4,325,752</b>	<b>5,616,388</b>	<b>1,290,636</b>	<b>29.84%</b>	<b>23,813,904</b>
<b>Capital Expenditures</b>									
Interest Income - Capital (bonds)	1,147	27,698	26,551	2314.82%	9,176	212,954	203,778	100.00%	13,764
Other Interest Income	130,092	100,079	(30,013)	(23.07%)	1,040,736	604,709	(436,027)	(41.90%)	1,561,100
Debt Service	(671,958)	(154,528)	517,430	77.00%	(5,375,664)	(6,338,765)	(963,101)	(17.92%)	(8,063,500)
<b>Total Capital Expenditures</b>	<b>(540,719)</b>	<b>(26,751)</b>	<b>513,968</b>	<b>95.05%</b>	<b>(4,325,752)</b>	<b>(5,521,102)</b>	<b>(1,195,350)</b>	<b>(27.63%)</b>	<b>(6,488,638)</b>
<b>Net Revenue less Capital Expenditures &amp; Principal on Long Term Debt</b>	<b>0</b>	<b>(1,451,360)</b>	<b>(1,451,360)</b>	<b>100.00%</b>	<b>0</b>	<b>95,286</b>	<b>95,286</b>	<b>100.00%</b>	<b>17,325,266</b>
<b>Other Funding Sources</b>									
Restricted Oper. / Capital Reserve	0	1,451,360	(1,451,360)	(100.00%)	0	(95,286)	95,286	(100.00%)	0
<b>Total Other Funding</b>	<b>0</b>	<b>1,451,360</b>	<b>(1,451,360)</b>	<b>(100.00%)</b>	<b>0</b>	<b>(95,286)</b>	<b>95,286</b>	<b>(100.00%)</b>	<b>0</b>
<b>Net Revenue / Expense</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>17,325,266</b>
<b>Depreciation</b>									
Depreciation - Local	378,071	418,945	(40,875)	(10.81%)	3,024,565	3,205,132	(180,567)	(5.97%)	4,536,847
Depreciation - Federal	1,512,282	1,675,782	(163,499)	(10.81%)	12,098,259	12,820,527	(722,268)	(5.97%)	18,147,389
<b>Total Depreciation</b>	<b>1,890,353</b>	<b>2,094,727</b>	<b>(204,374)</b>	<b>10.81%</b>	<b>15,122,824</b>	<b>16,025,659</b>	<b>(902,835)</b>	<b>(5.97%)</b>	<b>22,684,236</b>

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

	Current Month				Year to Date			
	Prior Yr.	Current Yr.	\$ Var.	%Var.	Prior Yr.	Current Yr.	\$ Var.	%Var.
<b>Operating Revenues</b>								
Passenger Fares	825,022	816,733	(8,289)	(1.00%)	7,158,870	6,846,326	(312,544)	(4.37%)
General Use Sales Tax	6,467,414	4,937,546	(1,529,868)	(23.66%)	59,186,468	59,590,009	403,541	0.68%
State Motor Vehicle Sales Tax	567,225	627,459	60,234	10.62%	4,238,278	4,442,073	203,795	4.81%
Hotel/Motel Sales Tax	540,094	480,854	(59,240)	(10.97%)	8,238,346	5,156,856	(3,081,490)	(37.40%)
Other Revenue	219,375	457,921	238,546	108.74%	1,510,456	2,764,208	1,253,751	83.00%
<b>Total Operating Revenues</b>	<b>8,619,130</b>	<b>7,320,513</b>	<b>(1,298,617)</b>	<b>(15.07%)</b>	<b>80,332,418</b>	<b>78,799,472</b>	<b>(1,532,947)</b>	<b>(1.91%)</b>
<b>Operating Expenses</b>								
Labor	4,729,760	4,698,202	31,558	0.67%	40,480,970	42,898,754	(2,417,784)	(5.97%)
Fringe Benefits	1,609,258	2,148,289	(539,031)	(33.50%)	13,706,640	14,973,628	(1,266,988)	(9.24%)
Services	915,121	1,202,185	(287,064)	(31.37%)	6,510,556	8,395,476	(1,884,920)	(28.95%)
Materials and Supplies	962,553	968,623	(6,070)	(0.63%)	7,936,086	7,154,930	781,156	9.84%
Utilities	149,492	190,243	(40,751)	(27.26%)	1,058,129	1,107,163	(49,034)	(4.63%)
Casualty & Liability	755,015	978,328	(223,313)	(29.58%)	6,135,118	7,543,053	(1,407,935)	(22.95%)
Taxes	26,096	4,884	21,212	81.28%	269,453	85,189	184,264	68.38%
Miscellaneous	57,655	82,934	(25,279)	(43.85%)	733,961	500,221	233,740	31.85%
Leases and Rentals	17,387	8,272	17,387	100.00%	121,023	130,180	(9,157)	(7.57%)
<b>Total Oper. Exp. (excl. Depr.)</b>	<b>9,222,336</b>	<b>10,281,960</b>	<b>(1,051,352)</b>	<b>(11.40%)</b>	<b>76,951,937</b>	<b>82,788,594</b>	<b>(5,836,657)</b>	<b>(7.58%)</b>
<b>Net Operating Revenue</b>	<b>(603,207)</b>	<b>(2,961,447)</b>	<b>(2,358,240)</b>	<b>390.95%</b>	<b>3,380,482</b>	<b>(3,989,122)</b>	<b>(7,369,604)</b>	<b>(218.00%)</b>
<b>TMSEL Legacy Costs</b>								
TMSEL Pension Costs	0	0	0	0.00%	0	0	0	0.00%
TMSEL Health Benefit Costs	49,491	45,373	(4,118)	(8.32%)	796,787	643,444	(153,342)	(19.25%)
TMSEL All Other Costs	176,387	36,769	(139,618)	(79.15%)	1,303,601	1,083,374	(220,227)	(16.89%)
<b>Total TMSEL Legacy Costs</b>	<b>225,878</b>	<b>82,142</b>	<b>(143,736)</b>	<b>(63.63%)</b>	<b>2,100,388</b>	<b>1,726,818</b>	<b>(373,570)</b>	<b>(17.79%)</b>
<b>Net Rev. (Before Gov't. Asst.)</b>	<b>(829,085)</b>	<b>(3,043,589)</b>	<b>(2,214,504)</b>	<b>267.10%</b>	<b>1,280,094</b>	<b>(5,715,940)</b>	<b>(6,996,034)</b>	<b>(546.53%)</b>
<b>Maritime Operations</b>								
Passenger Fares	21,372	56,696	35,324	165.28%	596,315	542,546	(53,769)	(9.02%)
Labor and Fringe Benefits	(26,175)	(22,634)	3,541	(13.53%)	(387,681)	(184,732)	202,949	(52.35%)
Services	(17,127)	(60)	17,067	(99.65%)	(2,822,714)	(29,878)	2,792,836	(98.94%)
Materials and Supplies	(36,551)	(10,259)	26,292	(71.93%)	(413,409)	(62,056)	351,352	(84.99%)
Taxes	(526)	(517)	9	(1.73%)	(4,579)	(2,843)	1,736	100.00%
Purchased Transportation	(791,943)	(857,157)	(65,214)	8.23%	(5,578,815)	(6,952,749)	(1,373,934)	24.63%
Other Operating Expenses	(72)	(170)	(98)	136.79%	(2,017)	(939)	1,078	(53.43%)
Preventive Maintenance	50,500	0	(50,500)	(100.00%)	353,970	353,647	(323)	(0.09%)
LA State Appropriations	428,333	0	(428,333)	0.00%	3,426,664	0	(3,426,664)	100.00%
State Subsidy	0	428,333	428,333	#DIV/0!	4,999,998	3,426,664	(1,573,334)	(31.47%)
<b>Total Maritime Operations</b>	<b>(372,189)</b>	<b>(405,768)</b>	<b>(33,579)</b>	<b>9.02%</b>	<b>167,732</b>	<b>(2,910,341)</b>	<b>(3,078,073)</b>	<b>(1835.11%)</b>
<b>Government Operating Assistance</b>								
Preventive Maintenance	1,293,059	1,953,031	659,972	51.04%	10,123,199	13,065,706	2,942,507	29.07%
State Parish Transportation	371,987	65,782	(306,205)	(82.32%)	1,318,107	1,160,297	(157,810)	(11.97%)
ARPA Funding and Other Operating Grants	0	5,935	5,935	#DIV/0!	0	49,967	49,967	#DIV/0!
FEMA Reimbursements	0	0	0	0.00%	0	98	98	0.00%
<b>Total Government Oper. Asst.</b>	<b>1,665,046</b>	<b>2,024,748</b>	<b>359,702</b>	<b>21.60%</b>	<b>11,441,306</b>	<b>14,276,068</b>	<b>2,834,762</b>	<b>24.78%</b>
<b>Net Revenue (After Gov't. Asst.)</b>	<b>463,772</b>	<b>(1,424,609)</b>	<b>(1,888,381)</b>	<b>(407.18%)</b>	<b>12,889,132</b>	<b>5,649,787</b>	<b>(7,239,345)</b>	<b>(56.17%)</b>

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

	Current Month				Year to Date			
	Prior Yr.	Current Yr.	\$ Var.	%Var.	Prior Yr.	Current Yr.	\$ Var.	%Var.
<b>Net Revenue (After Gov't. Asst.)</b>	<b>463,772</b>	<b>(1,424,609)</b>	<b>(1,888,381)</b>	<b>-407.18%</b>	<b>12,889,132</b>	<b>5,649,787</b>	<b>(7,239,345)</b>	<b>-56.17%</b>
<b>Government Non-Operating Rev. (Exp.)</b>								
Federal - Capital (RTA)	2,372,885	671,961	(1,700,924)	(71.68%)	18,826,297	5,064,180	(13,762,117)	(73.10%)
Local - Capital (RTA)	593,221	167,990	(425,231)	(71.68%)	6,423,867	1,379,295	(5,044,572)	(78.53%)
Capital Expenditures (RTA)	(2,966,106)	(839,951)	2,126,155	(71.68%)	(25,250,164)	(6,350,898)	18,899,266	(74.85%)
Total Federal and State Sources (Ferry)	1,452,484	0	(1,452,484)	(100.00%)	2,303,052	9,661	(2,293,391)	(99.58%)
Other Local Sources/Restricted Cap. Res. (Ferry)	(1,815,605)	0	1,815,605	(100.00%)	(2,878,815)	2,415	2,881,230	(100.08%)
Capital Expenses (Ferry)	0	0	0	#DIV/0!	0	(138,052)	(138,052)	#DIV/0!
Loss on Valuation of Assets	0	0	0	0.00%	0	0	0	0.00%
<b>Total Gov't. Non-Operating Rev. (Exp.)</b>	<b>(363,121)</b>	<b>0</b>	<b>363,121</b>	<b>(100.00%)</b>	<b>(575,763)</b>	<b>(33,399)</b>	<b>542,364</b>	<b>(94.20%)</b>
<b>Total Revenues (Expenses) Before Capital Expenditures and Debt</b>	<b>100,651</b>	<b>(1,424,609)</b>	<b>(1,525,260)</b>	<b>(1515.39%)</b>	<b>12,313,369</b>	<b>5,616,388</b>	<b>(6,696,980)</b>	<b>(54.39%)</b>
<b>Capital Expenditures</b>								
Bond Interest Income	11,905	27,698	15,793	132.66%	95,240	212,954	117,714	123.60%
Other Interest Income	54,234	100,079	45,845	84.53%	433,869	604,709	(170,840)	(39.38%)
Debt Service	(672,189)	(154,528)	517,661	(77.01%)	(4,514,500)	(6,338,765)	1,824,265	(40.41%)
<b>Total Capital Expenditures</b>	<b>(606,050)</b>	<b>(26,751)</b>	<b>579,299</b>	<b>(95.59%)</b>	<b>(3,985,391)</b>	<b>(5,521,102)</b>	<b>(1,535,711)</b>	<b>38.53%</b>
<b>Net Revenue less Capital Expenditures &amp; Principal on Long Term Debt</b>	<b>(505,399)</b>	<b>(1,451,360)</b>	<b>(945,961)</b>	<b>(187.17%)</b>	<b>8,327,978</b>	<b>95,286</b>	<b>(8,232,691)</b>	<b>98.86%</b>
<b>Other Funding Sources</b>								
Restricted Oper. / Capital Reserve	505,399	1,451,360	945,961	187.17%	(8,327,978)	(95,286)	8,232,691	(98.86%)
<b>Total Other Funding</b>	<b>505,399</b>	<b>1,451,360</b>	<b>945,961</b>	<b>187.17%</b>	<b>(8,327,978)</b>	<b>(95,286)</b>	<b>8,232,691</b>	<b>(98.86%)</b>
<b>Net Revenue / Expense</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>
Depreciation - Local	377,691	418,945	(41,254)	(10.92%)	2,850,277	3,205,132	(354,855)	(12.45%)
Depreciation - Federal	1,510,764	1,675,782	(165,018)	(10.92%)	11,401,106	12,820,527	(1,419,421)	(12.45%)
<b>Total Depreciation Expense</b>	<b>1,888,455</b>	<b>2,094,727</b>	<b>(206,272)</b>	<b>(10.92%)</b>	<b>14,251,383</b>	<b>16,025,659</b>	<b>(1,774,276)</b>	<b>(12.45%)</b>

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

	Company-wide		Fixed Route Bus		Streetcar		Paratransit	
	Current Mo.	Year-to-date	Current Mo.	Year-to-date	Current Mo.	Year-to-date	Current Mo.	Year-to-date
Ridership (Unlinked Trips)	1,287,028	9,424,690	993,870	7,360,515	273,382	1,919,518	19,776	144,657
Total Platform Hours	69,590	528,130	43,122	340,384	11,533	93,147	14,935	94,598
Passenger Revenue	816,733	7,020,929	536,065	4,570,258	255,636	2,229,992	25,032	220,679
Operating Expenses	10,281,960	82,788,594	6,683,274	53,812,586	2,056,392	16,557,719	1,542,294	12,418,289
Operating Cost Per Platform Hour	147.75	156.76	154.98	158.09	178.31	177.76	103.27	131.27
Annual Budgeted Cost Per Platform Hour		157.98		141.93		188.32		143.69
Farebox Recovery Rate	7.94%	8.48%	8.02%	8.49%	12.43%	13.47%	1.62%	1.78%
Operating Cost Per Unlinked Trip	7.99	8.78	6.72	7.31	7.52	8.63	77.99	85.85
Passenger Revenue Per Unlinked Trip	0.63	0.74	0.54	0.62	0.94	1.16	1.27	1.53
Subsidy per Unlinked Trip	7.36	8.04	6.18	6.69	6.58	7.47	76.72	84.32

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

**REPORT FOR THE MONTH**

	Company-wide			Fixed Route Bus			Streetcar			Paratransit		
	For the Month Ended August 31 2025	2024	Variance	For the Month Ended August 31 2025	2024	Variance	For the Month Ended August 31 2025	2024	Variance	For the Month Ended August 31 2025	2024	Variance
Ridership (Unlinked Trips)	1,287,028	1,171,012	116,016	993,870	857,510	136,360	273,382	294,375	(20,993)	19,776	19,127	649
Total Platform Hours	69,590	66,334	3,256	43,122	42,394	728	11,533	12,477	(945)	14,935	11,463	3,472
Passenger Revenue	816,733	843,511	(26,778)	536,065	542,249	(6,184)	255,636	275,409	(19,773)	25,032	25,852	(821)
Operating Expenses	10,281,960	9,222,336	1,059,624	6,683,274	5,994,519	688,755	2,056,392	1,844,467	211,925	1,542,294	1,383,350	158,944
Operating Cost Per Platform Hour	147.75	139.03	8.72	154.98	141.40	13.58	178.31	147.83	30.48	103.27	120.68	(17.41)
Annual Budgeted Cost Per Plat. Hour	157.98	125.53	32.45	141.93	122.90	19.03	188.32	156.48	31.84	143.69	108.21	35.48
Farebox Recovery Rate	7.94%	9.15%	-1.20%	8.02%	9.05%	-1.02%	12.43%	14.93%	-2.50%	1.62%	1.87%	-0.25%
Operating Cost Per Unlinked Trip	7.99	7.88	0.11	6.72	6.99	(0.27)	7.52	6.27	1.25	77.99	72.32	5.67
Passenger Revenue Per Unlinked Trip	0.63	0.72	(0.09)	0.54	0.63	(0.09)	0.94	0.94	0.00	1.27	1.35	(0.08)
Subsidy per Unlinked Trip	7.36	7.16	0.20	6.18	6.36	(0.18)	6.58	5.33	1.25	76.72	70.97	5.75



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

**YEAR-TO-DATE REPORT**

	Company-wide			Fixed Route Bus			Streetcar			Paratransit		
	For 8 Months Ending August 31, 2025	2024	Variance	For 8 Months Ending August 31, 2025	2024	Variance	For 8 Months Ending August 31, 2025	2024	Variance	For 8 Months Ending August 31, 2025	2024	Variance
Ridership (Unlinked Trips)	9,424,690	8,825,087	599,603	7,360,515	6,220,396	1,140,119	1,919,518	2,451,920	(532,402)	144,657	152,771	(8,114)
Total Platform Hours	528,130	535,079	(6,949)	340,384	333,685	6,699	93,147	96,994	(3,847)	94,598	104,400	(9,802)
Passenger Revenue	7,020,929	6,748,089	272,840	4,570,258	4,269,917	300,341	2,229,992	2,271,353	(41,362)	220,679	206,819	13,860
Operating Expenses	82,788,594	76,951,941	5,836,652	53,812,586	47,666,684	6,145,902	16,557,719	15,626,084	931,635	12,418,289	13,659,174	(1,240,885)
Operating Cost Per Platform Hour	156.76	143.81	12.95	158.09	142.85	15.24	177.76	161.10	16.66	131.27	130.83	0.44
Annual Budgeted Cost Per Plat. Hour	157.98	125.53	32.45	141.93	122.90	19.03	188.32	156.48	31.84	143.69	108.21	35.48
Farebox Recovery Rate	8.48%	8.77%	-0.29%	8.49%	8.96%	-0.46%	13.47%	14.54%	-1.07%	1.78%	1.51%	0.26%
Operating Cost Per Unlinked Trip	8.78	8.72	0.06	7.31	7.66	(0.35)	8.63	6.37	2.26	85.85	89.41	(3.56)
Passenger Revenue Per Unlinked Trip	0.74	0.76	(0.02)	0.62	0.69	(0.07)	1.16	0.93	0.23	1.53	1.35	0.18
Subsidy per Unlinked Trip	8.04	7.96	0.08	6.69	6.97	(0.28)	7.47	5.44	2.03	84.32	88.06	(3.74)



Board Report and Staff Summary

File #: 25-116

Finance Committee

Contract Award to Mansfield Oil Company for Diesel Fuel and Diesel Exhaust Fluid (DEF)

DESCRIPTION: Diesel fuel and DEF State Contract	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:

This is a request to authorize the CEO to award contract to Mansfield Oil Company in line with the piggy backing of Louisiana state contract 4400027347 for Diesel Fuel and DEF in the not to exceed value amount of \$8,262,260.23.

ISSUE/BACKGROUND:

The purpose and intent of this document is to acquire a contract with a fueling company to provide the agency with the appropriate diesel fuel and DEF in line with the terms set by the state of Louisiana. The estimated quantity of diesel fuel consumed by the RTA is estimated at 1.9 million gallons per year (~5,200 gallons daily). The estimated quantity consumption for DEF is estimated to be 31,000 gallons per year (~597 gallons weekly).

DISCUSSION:

The agency currently operates under a fuel agreement established during the transition from Transdev to RTA. This authorization serves to formalize the agency’s intent to enter a new contract with a fueling provider through a piggyback arrangement on the Louisiana State Contract (Contract No. 4400027347), ensuring continued access to diesel fuel and Diesel Exhaust Fluid (DEF) in accordance with state terms.

The agency maintains six inground fuel tanks to support its daily operations. Estimated diesel fuel consumption is approximately 1.9 million gallons annually, averaging 5,200 gallons per day. DEF consumption is estimated at 31,000 gallons per year, or roughly 597 gallons per week.

This authorization ensures uninterrupted fueling services and secures the necessary supply of DEF, while remaining within the not-to-exceed value established by the Louisiana State Contract.

FINANCIAL IMPACT:

According to the U.S. Energy Information Administration (EIA), the retail price of diesel fuel was \$2.81 per gallon in 2018 and increased to \$3.42 per gallon in 2024-reflecting a 21.7% rise over that period. To account for continued market volatility and inflation, the agency has applied a projected annual escalation rate of 10% to estimate future costs.

Based on current consumption levels, the agency’s projected diesel fuel expenditure for the 2026-2027(February) period is approximately \$7,801,326.18 under account code 01-4300-02-8020-031-01

-00-00000-00000. The projected cost for Diesel Exhaust Fluid (DEF) over the same two-year period is \$75,200.84 under account code 01-4300-02-8070-031-01-00-00000-00000 and Ferry fuel for amount of \$385,733.21 under account code 01-6100-02-8020-031-07-00-00000-00000.

The total estimated financial impact for diesel and DEF combined is \$8,262,260.23.

NEXT STEPS:

Once approved staff will issue a purchase order and finalize documents.

ATTACHMENTS:

- 1. Resolution
- 2. State contract
- 3. Sourcewell RFP
- 4. Routing Approval

Prepared By: Alger Pennaman II  
Title: Fleet Asset Manager

Reviewed By: Ryan Moser  
Title: Chief Asset Management Officer

Reviewed By: Gizelle Banks  
Title: Chief Financial Officer



Lona Edwards Hankins  
Chief Executive Officer

10/3/2025

Date



RESOLUTION NO. \_\_\_\_\_

FILE ID NO. 25-116

STATE OF LOUISIANA

PARISH OF ORLEANS

---

**AUTHORIZATION TO AWARD A CONTRACT TO MANSFIELD OIL COMPANY FOR DIESEL FUEL AND DEF**

---

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

**WHEREAS**, the Chief Executive Officer of the RTA has the need to award a contract to Mansfield Oil Company for diesel and DEF; and

**WHEREAS**, the agency currently operates under a temporary fueling agreement established during the transition from Transdev and seeks to formalize its supply agreement through a long-term contract; and

**WHEREAS**, the agency requires a reliable and consistent supply of diesel fuel and Diesel Exhaust Fluid (DEF) to maintain its daily transit operations, with estimated annual consumption of approximately 1.9 million gallons of diesel fuel and 31,00 gallons of DEF; and

**WHEREAS**, the agency intends to utilize the State of Louisiana’s Contract No. 4400027347 via a piggyback procurement method to ensure cost-effective, uninterrupted fueling services under favorable state-negotiated terms; and



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

**WHEREAS**, the agency’s estimated total expenditure for diesel fuel and DEF over the 2026-2027(February) period is projected to be \$8,262,260.23, accounting for projected market price increases and consumption rates; and

**WHEREAS**, funding for the contract is made available through account codes 01-4300-02-8020-031-01-00-00000-00000 (bus diesel fuel), 01-4300-02-8070-031-01-00-00000-00000 (lubricants), and 01-6100-02-8020-031-07-00-00000-00000 (ferry fuel) in a not-to-exceed value of **EIGHT MILLION TWO HUNDRED SIXTY-TWO THOUSAND TWO HUNDREB SIXTY-TWO DOLLARS AND TWENTY-THREE CENTS (\$8,262,260.23)**; and

**NOW, THEREFORE, BE IS RESOLVED**, by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, is authorized to award a contract to Mansfield Oil Company for diesel fuel and diesel exhaust fluid (DEF).

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

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

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

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

**ABSENT:** \_\_\_\_\_

**AND THE RESOLUTION WAS ADOPTED ON THE** Choose an item. **DAY OF SEPTEMBER, 2025.**

\_\_\_\_\_  
**FRED A. NEAL, JR.**  
**CHAIRMAN**  
**RTA BOARD OF COMMISSIONERS**



# STATE OF LOUISIANA

## Competitive Contract

Vendor: 310165169  
Company  
MANSFIELD OIL CO OF GAINESVILLE INC  
FUEL CARD ONLY  
1025 AIRPORT PKWY SW  
GAINESVILLE GA 30501-6813  
Phone : 800-695-6626

T Number: 92327  
Version: 3  
LAPS Contract: Yes  
Fiscal Year: 2023  
Min.Ord.Value: 0.00  
Distributor Contract: No  
PCard:No  
Co-op Agreement:Yes

Contract number: 4400027347  
Description: Fuel Card: Consigned Fuel & Other Svcs

**Buyer Information**  
Name: TUAN NGUYEN  
Tel Number: 225-219-0245  
Email: tuan.nguyen@la.gov

SEBD Vendor: No  
SEHI Vendor: No  
VSE Vendor: No  
DVSE Vendor: No  
Contract Valid Dates:  
06/01/2023 - 02/10/2027

**Supplier Text:** Statewide Contract for Fuel Card: Consigned Fuel and Other Fuel Related Services in accordance with the Sourcwell Master Agreement # 121522-MNF with Mansfield Oil Company of Gainesville, Inc. This contract shall be effective for a period of delivery beginning June 1, 2023 and ending February 10, 2027. This contract may be extended up to one additional one year period upon request of Sourcwell and with written agreement by vendor.

Exclusions: Professional Services, Consulting Services, and Lease Agreements

Inclusions: All authorized elements of the Master Agreement not herein excluded.

**\*\*IMPORTANT - State Agency participation in any fuel card program associated with this Master Agreement shall require prior approval from the Office of State Procurement.\*\***

Amendment No. 1 has been added to the Participating Addendum.  
As stated in Amendment No. 1 [3], Attachment 1 has been deleted in its entirety and replaced with Attachment 1.1. Attachment 1.1 contains pricing updates and should be reviewed in its entirety.

\*\*\*\*\*

Contact for this contract:  
Dan Luther  
VP Govt Sales  
Phone: 678-450-2285  
E-mail: dluther@mansfieldoil.com

Recommending Approval: _____	Approved by: _____
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Orders must reference the following:

1. Master Agreement #121522-MNF and State Contract # 4400027347
2. Your name, address, and contact information
3. Purchase Order amount and an itemized listed of products and services

Please reference the contract attachments for complete information.

Attachment A - Participating Addendum - Pages 1-20

Attachment B - Amendment Number 01 - Pages 1-6

**Notice to Vendor:**

Line	Material No. ----- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
1		Fuel Card: Consigned Fuel & Other Svcs  For invoice purposes only.	15101500		0.00000	

### Standard Terms and Conditions

1. THIS IS NOT AN ORDER TO SHIP (OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE ISSUING AGENCY PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE IV AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

8. IN ACCORDANCE WITH LA R.S. 39:1602.1, FOR ANY CONTRACTS WITH A VALUE OF \$100,000 OR MORE AND FOR ANY VENDOR WITH 5 OR MORE EMPLOYEES, THE VENDOR CERTIFIES THAT IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL AND IT WILL, FOR THE DURATION OF ITS CONTRACTUAL OBLIGATIONS, REFRAIN FROM A BOYCOTT OF ISRAEL.

#### 9. CONTRACT CANCELLATION

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS: (A) MISREPRESENTATION BY THE CONTRACTOR; (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE OF LOUISIANA; (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA. R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS; OR, (F) ANY LISTED REASON FOR DEBARMENT UNDER LA. R.S. 39:1672.

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION: OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS; (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP



TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING NON-EXCLUSIVE REASONS: (A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; OR, (C) ANY OTHER BREACH OF CONTRACT.

**Solicitation Number: RFP #121522****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mansfield Oil Company of Gainesville, Inc., 1025 Airport Parkway SW, Gainesville, GA 30501-6813 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fuel Delivery with Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 10, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Unless agreed to by the Participating Entities in advance, Products must be delivered to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the Supplier. Any warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products.

Supplier must arrange for and pay for the removal of Equipment and Products that arrive in a non-conforming or defective condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers non-conforming, substandard, defective, or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

#### **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating

Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and

requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);

- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the administrative fee calculated as stated in the Proposal on the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

#### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the



Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## 12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
  - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
  - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all

marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **18. INSURANCE**

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Transportation Pollution Liability Insurance.* During the term of this Contract, Supplier will maintain transportation pollution liability insurance, with coverage for loading and unloading, and endorsement of form MCS-90.

Minimum Limits:

\$1,000,000

5. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier’s security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).



H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

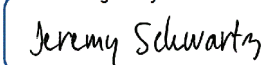
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

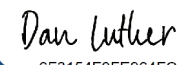
## **22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

Mansfield Oil Company of Gainesville, Inc.

DocuSigned by:  
  
 By: \_\_\_\_\_  
 C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 2/1/2023 | 5:03 PM CST  
 Date: \_\_\_\_\_

DocuSigned by:  
  
 By: \_\_\_\_\_  
 6F3154F0FE964FC...  
 Dan Luther  
 Title: Vice President of Government Sales  
 2/1/2023 | 11:58 AM CST  
 Date: \_\_\_\_\_

Approved:

DocuSigned by:  
  
 By: \_\_\_\_\_  
 7E42B8F817A64CC...  
 Chad Coquette  
 Title: Executive Director/CEO  
 2/1/2023 | 5:42 PM CST  
 Date: \_\_\_\_\_

# RFP 121522 - Fuel Delivery with Related Services

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## Vendor Details

Company Name: Mansfield Oil of Gainesville  
Does your company conduct business under any other name? If yes, please state: N/a  
Address: 1025 Airport Pkwy  
Gainesville, GA 30501  
Contact: Dan Luther  
Email: mocbids@mansfieldoil.com  
Phone: 800-695-6626  
Fax: 800-695-6626  
HST#: 581091383

## Submission Details

Created On: Thursday November 10, 2022 12:27:14  
Submitted On: Thursday December 15, 2022 15:15:44  
Submitted By: Dan Luther  
Email: mocbids@mansfieldoil.com  
Transaction #: 1b7b1e82-9629-451c-8a39-97f12aedc6b5  
Submitter's IP Address: 99.131.40.90

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Mansfield Oil Company of Gainesville, Inc.  Mansfield of Canada ULC information provided separately. See Documents.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal and, if applicable, supply the US DOT number of each such subsidiary.	No subsidiary entities of the Proposer are included with this Proposal.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Mansfield does not have any assumed names or DBA names to identify.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	2Y744
5	Proposer Physical Address:	1025 Airport Parkway SW Gainesville, GA 30501-6813
6	Proposer website address (or addresses):	<a href="https://mansfield.energy/">https://mansfield.energy/</a>
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dan Luther Vice President, Government Sales 1025 Airport Parkway SW Gainesville, GA 30501-6813  Email: <a href="mailto:dluther@mansfieldoil.com">dluther@mansfieldoil.com</a> Phone: 678-617-8530
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dan Luther Vice President, Government Sales 1025 Airport Parkway SW Gainesville, GA 30501-6813  Email: <a href="mailto:dluther@mansfieldoil.com">dluther@mansfieldoil.com</a> Phone: 678-617-8530
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matthew Peck Business Development Manager II 1025 Airport Parkway SW Gainesville, GA 30501-6813 Email: <a href="mailto:mpeck@mansfieldoil.com">mpeck@mansfieldoil.com</a> ; <a href="mailto:mocbids@mansfieldoil.com">mocbids@mansfieldoil.com</a> Phone: 678-450-2146  Tom DeFeo Strategic Account Executive III 1025 Airport Parkway SW Gainesville, GA 30501-6813 Email: <a href="mailto:tdefeo@mansfieldoil.com">tdefeo@mansfieldoil.com</a> ; <a href="mailto:mocbids@mansfieldoil.com">mocbids@mansfieldoil.com</a> Phone: 678-450-2125

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p><b>MANSFIELD HISTORY, STRUCTURE, AND CULTURE</b></p> <p>For over 65 years, Mansfield has provided North America's leading organizations world-class support and solutions across the energy supply chain. As North America's largest delivered fuel supplier, Mansfield delivers 3 billion gallons annually to 8,000 customers and over 20,000 ship-to's throughout the United States and Canada.</p> <p>The company's customer portfolio includes some of the largest transportation fleets in the world consisting of leading commercial companies and Federal, State, and Local government entities. Customers benefit from Mansfield's supply and distribution network, its transactional management capabilities, and its wealth of fuel management tools and insights in a partnership that ensures the ongoing sustainability of a best-in-class fuel management program.</p> <p>Mansfield is a private family-owned company with a staff of over 850 employees throughout its 11 office locations in North America including a dedicated Canadian office in Calgary, AB. Customers benefit from a committed staff focusing on the company mission to Build Relationships That Matter. Mansfield believes in building and investing in relationships – relationships with one another, suppliers, communities, and of course customers. Everything the company does now and in the future hinges on the quality and durability of the relationships fostered by Mansfield employees. To that end, Mansfield is committed to inclusivity and diversity in its ordinary course of business. At Mansfield, we believe that a diversity of viewpoints, experiences, and backgrounds creates long-term value for our customers and for the communities in which we operate.</p> <p>Mansfield believes that regular communication, transparency, and performance measurement foster any business relationship. Two-way communication allows all parties to be engaged and involved in the decision-making process throughout the contract term. Beyond a sales team and customer management team, as further outlined in this response, Mansfield offers its customers a 24-hour service line to address after hours concerns. Customer needs are identified and escalated to the correct key staff member to ensure a solution is developed as efficiently as possible.</p> <p>Given Mansfield's long-standing history of supplying government entities and first responders, the company understands the importance of supply security. Mansfield maintains a broad portfolio of fuel procurement optionality to ensure reliable supply and competitive pricing in every market. Additionally, through the company's proprietary DeliveryONE network of over 1,500 transportation providers nationwide, Mansfield maintains relationships with multiple carrier partners in all major markets. Mansfield has developed and managed emergency preparedness plans for customers nationwide; the firm's standard Business Continuity Plan document – a copy of which is provided with this submission – illustrates the thoroughness with which Mansfield approaches an impending event.</p> <p>The company also takes cost and complexity out of the fuel supply chain by focusing and investing in technology. Mansfield wraps both enhanced services and transactional insights around every gallon through Mansfield's proprietary online customer portal, FuelNet. This platform provides access into every aspect of a customer's fueling program. From online ordering to invoice reporting, customers have dashboard access to virtually every component of a best-in-class fuel management platform.</p> <p><b>MANSFIELD CORE PRINCIPLES</b></p> <p>Every day, employees act in accordance with the company's six core principles: Conscientiousness – holding ourselves accountable to all customers, vendors, and co-workers alike; Excellence – persistently seeking new ways to improve personally, as a team and as an organization; Innovation – embracing new ideas and welcoming new opportunities; Integrity – acting with transparency and integrity; Personal Service – exemplifying the meaning of high-touch, passionate, personal service; and Teamwork – the sum of employees collaborative energy is greater than that of any individual effort. These Core Principles guide employees in service of Mansfield's customers.</p>
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11	What are your company's expectations in the event of an award?	<p>Mansfield is excited at the prospect of this new Fuel Delivery with Related Services contract given the tremendous opportunity to work with Sourcewell and its participating agencies to offer a cost competitive option to optimize agency fuel management programs. For many participating agencies, fuel is their largest spend and a critical part of operations; accordingly, it's exciting to soon have a contract that addresses that need. It's important to have a trusted vendor who can follow through and, if awarded, Mansfield is committed to ensuring that agencies realize the overall benefit of the Sourcewell contract.</p> <p>The Mansfield Team will work diligently to foster long-lasting, successful and beneficial relationships with all Sourcewell participating entities. Our Strategy is to Simplify the North American Energy Supply Chain on behalf of our customers. We organize the industry's manufacturing, logistics, storage and technology assets in ways that solve problems, create reliability and add confidence to our customers' procurement processes. Through reliable, cost-effective supply and delivery of fuel coupled with actionable insights Mansfield can support Sourcewell participating agencies and the communities in which they operate.</p> <p>Mansfield appreciates the opportunity to potentially build new relationships with Sourcewell and participating agencies to optimize and foster their fuel management programs. Mansfield would make the Sourcewell contract a focal point of its Government sales efforts by marketing the contract to prospective agencies and highlighting the contract in sales calls as a primary tool for fuel delivery solutions. For over 40 years Mansfield has been a trusted supplier to government agencies across North America and looks forward to supporting new agencies as a potential provider under this contract.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	As a Forbes Top 50 US Private Company, Mansfield is a financially stable and secure US company incorporated in Georgia. Mansfield purchases nearly 3 billion gallons of fuel per year from major US and Canadian fuel refiners and marketers who can attest to Mansfield's creditworthiness and financial durability. Attached in the Documents section are multiple years of financial statements from Mansfield's Parent Company (marked confidential since Mansfield is a private company) and a banking and business/trade references sheet.	*
13	What is your US market share for the solutions that you are proposing?	The U.S. Energy Information Administration estimates the total diesel market in the U.S. at roughly 60 billion gallons per year of which Mansfield is just over 3%. The Energy Information Administration estimates U.S. motor gasoline to be roughly 135 billion gallons per year of which Mansfield is under 1%.	*
14	What is your Canadian market share for the solutions that you are proposing?	Mansfield's Canadian market share is under 1%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Neither Mansfield Oil Company of Gainesville, Inc. or Mansfield of Canada ULC have petitioned for bankruptcy protection.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Mansfield is a licensed and bonded distributor of bulk motor fuels and related services in all 50 US States and 10 Canadian Provinces. Mansfield carries a robust insurance policy that exceeds industry standards for insurance coverage.</p> <p>Any Mansfield subcontractor used for fuel delivery is also fully licensed in each state in which the subcontractor operates and carries the proper insurance to meet industry standards.</p>	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No suspension or debarment information is applicable to Mansfield over the last 10 years.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Mansfield is a Forbes Top 50 Private Company.</p> <p>Mansfield has also received various designations and ratings from some of the company's largest customers. This includes being awarded the Silver Alliance Supplier Award from Vulcan Materials and a Gold designated supplier by FedEx.</p> <p>Additionally, Mansfield's CIO was named the Georgia CIO of the Year for Large Enterprises by the Atlanta Business Chronicle in 2021.</p>
19	What percentage of your sales are to the governmental sector in the past three years	Government sector sales account for 13.3% of Mansfield's fuel sales over the past three years.
20	What percentage of your sales are to the education sector in the past three years	Mansfield does not break out education sector sales in its revenue data.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Mansfield holds multiple national, state, and local cooperative purchasing contracts. Total sales volume for these contracts over the next year is estimated to be in excess of \$265,000,000.</p> <p>Other national cooperative contracts include OMNIA and National Cooperative Purchasing Alliance (NCPA). State cooperative contracts include the Commonwealth of Virginia, State of South Carolina, State of North Dakota, State of North Carolina, State of Louisiana, and the State of Georgia among others. Local and/or regional cooperative contracts include the Metropolitan Washington Council of Governments, City of Plano TX, and City of Memphis among others.</p> <p>Mansfield considers specific reporting data for this contract as proprietary.</p>
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Mansfield does not currently hold any GSA contracts or Standing Offers and Supply Arrangements.

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Chicago Transit Authority	Molly Cate	312-664-7200
Denver RTD	Amelia Thompson	303-299-6411
Miami-Dade County School Board	Miranda James	305-995-1621



**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Various Government Entities	Government	California - CA	Supply and Delivery of Gas and Diesel Nationwide	500g - 8,500g Deliveries	\$406,623,852	*
Various Government Entities	Government	Louisiana - LA	Supply and Delivery of Gas and Diesel, as well as Fleet Cards	500g - 8,500g Deliveries	\$223,815,156	*
Various Government Entities	Government	South Carolina - SC	Supply and Delivery of Gas, Diesel, and Fuel Systems & Services, as well as Fleet Cards	500g - 8,500g Deliveries	\$208,714,935	*
Various Government Entities	Government	Illinois - IL	Supply and Delivery of Gas and Diesel, as well as Risk Management	500g - 8,500g Deliveries	\$192,718,269	*
Various Government Entities	Government	Virginia - VA	Supply and Delivery of Gas, Diesel, and DEF, as well as Fleet Cards	500g - 8,500g Deliveries	\$140,730,975	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

25	Sales force.	<p>Sourcwell and participating entities can feel confident they are partnering with North America's largest delivered fuel supplier and agency fueling needs will be managed and guided by reliable and experienced industry professionals who are focused on building successful relationships between agency organizations and Mansfield.</p> <p>Mansfield's total sales force is comprised of over 60 knowledgeable professionals spread over the Enterprise Sales team – which focuses on term contracts and Mansfield's full suite of fuel management solutions – and a Spot Sales team focused on those customer's interested in shorter term deals. In addition to these sales teams, Mansfield also has Product Line Managers who support our customers and sales team across Mansfield's varying degrees of fuel management related-services product offerings as further detailed below.</p> <p>The Government Sales team is part of the broader Enterprise Sales group and is specifically dedicated to Federal, State, Local, and Educational sales and account management. This team would be responsible for managing the contract with Sourcwell and any participating agencies. The Government Sales and Account Management teams are regionally focused with expertise in the fuel markets they manage; accordingly, the entire team may support participating agencies under this contract. However, Mansfield would dedicate a lead salesperson – in conjunction with the VP, Government Sales – to oversee the Sourcwell relationship.</p> <p>Mansfield also has a strong Commercial &amp; Industrial (C&amp;I) Enterprise Sales team focusing on private sector fuel sales across various industries. If any Commercial customers are interested in utilizing this cooperative contract these C&amp;I salespeople would work closely with the lead government salesperson to facilitate those conversations.</p> <p>Mansfield's Product Line Managers help support the sales staff for products like risk management fuel hedging, fleet cards, diesel exhaust fluid (DEF), fuel equipment systems and services, fuel quality, etc. as an added layer of support offered to customers. These Product Line Managers are subject matter experts in their field and work closely to ensure Mansfield tailors the right solution for each customer.</p> <p>Mansfield has a dedicated Canadian sales team that supports both C&amp;I and Government sales in that country who would work closely with the lead salesperson to support Canadian based customers.</p> <p>Lastly, Mansfield also has a comprehensive spot sales team who's focus is on shorter term contracts. For some customers in both the government and commercial channels this is a common way to purchase fuel and Mansfield has a team tailored to that offering.</p>
26	Dealer network or other distribution methods.	<p>Under this Sourcwell contract, participating agencies will always deal with Mansfield directly as their vendor. However, it's important to note that Mansfield's ability to distribute fuel across North America is achieved through the company's proprietary DeliveryONE network. Mansfield brought together 1,500 transportation partners across the U.S. and Canada in one single network to serve our customers. From transport fuel deliveries, mobile fleet fueling, tank wagon fuel deliveries, diesel exhaust fluid (DEF), and more, Mansfield's DeliveryONE network has the coverage, reliability, and flexibility to handle the most demanding requirements while offering "local service, nationwide."</p> <p>The DeliveryONE network is unique in that no one delivered fuel supplier has company-owned fuel transportation capacity across the entire U.S. and Canada. Accordingly, Mansfield worked over decades to bring together the most reliable local and regional transportation companies – in addition to Mansfield's own trucking assets – to create a network that offers service in all major markets with access to all commercial fuel terminals throughout the U.S. and Canada.</p> <p>In addition to providing transportation capability for Mansfield, the 1,500 companies operating as part of Mansfield's DeliveryONE network can act as an extension of Mansfield's sales department by selling Mansfield fuel and fuel management services.</p>

27	Service force.	<p>Mansfield sales staff initiate the onboarding of any new contract and continue to work with customers throughout the life of the agreement ensuring agency strategic priorities are met. Additionally, Mansfield will assign a Customer Relationship Manager dedicated to each participating agency's account upon award. This position is responsible for managing the day-to-day relationship, acting as an advocate and ambassador within Mansfield, and as the first point of contact during ongoing operations. The Customer Relationship Manager works with internal teams to meet customer service requirements, monitoring the agreement to ensure accurate billing, to generate any needed reports, and handle other general customer service needs.</p> <p>Mansfield's operations teams are organized around customers and regional markets to balance optimal customer relationship oversight with market-based experience. Mansfield's fuel dispatch teams regularly communicate with local carriers regarding daily deliveries and any market conditions that might impact timely delivery.</p> <p>Mansfield's fuel supply and trading team is also structured regionally to enable market specialization in bulk fuel sourcing and contract negotiation. Mansfield's reliable nationwide supply network is backed by long standing relationships with all major and independent refiners. A team of optimization analysts, with the support of a proprietary sourcing program, balance supply and demand each day to ensure supply security with competitive cost.</p> <p>Dedicated carrier relations staff manage FTL transportation partners, negotiate delivery rates, as well as monitor freight market trends including advancing the data integration of Mansfield's supply and transportation network.</p> <p>Beyond direct Mansfield personnel, the DeliveryONE network also acts in service and support of Mansfield customers. The comprehensive North American coverage of the network allows for local support and redundancy in any given market so if the first or even second transportation option is unavailable due to capacity constraints then Mansfield can call on multiple other options to serve our customers. The company is also mindful of the flexibility needed to serve our diverse customer base ensuring that we have a variety of transportation options in most major markets including full transport, tank wagon, and mobile refueling capabilities as needed.</p>
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Customer orders are handled directly by Mansfield. Orders are typically received via email or phone with Mansfield offering 24/7/365 customer service coverage. Mansfield has also recently deployed online chat and ordering via the company's proprietary FuelNet portal, creating yet another ordering option for customer personnel. Deliveries are typically made within 24-48 business hours after order placement depending on customer needs and market conditions.</p> <p>No matter the method used to place orders, entry is handled by Mansfield's dedicated Customer Service team to ensure order accuracy. Any agreed upon product changes made during the contract year – such as those to address cold weather operability – will occur on a scheduled basis coordinated with customer operations to ensure no errant dispatches. All orders are reviewed daily by Mansfield's Customer Service and Dispatch teams to ensure information is correctly transmitted and accepted by Mansfield's delivery partners.</p> <p>Mansfield has organized its dispatch team into five geographic regions, each staffed with regional experts, to facilitate tailored expertise in every North American Market. The strong relationships these regional teams develop with Mansfield's carrier partners ensure Mansfield customers' fuel deliveries are treated with the highest priority. This group dispatches over 1.1 million deliveries scheduled annually across Mansfield's customer base.</p> <p>In addition to customer will call orders, Mansfield offers inventory management services to ensure automatic reordering of fuel without requiring any action by the customer; this allows agency staff to focus on other priorities. Mansfield can install the necessary equipment, typically for a nominal monitoring charge, for tanks with automatic tank gauges or utilize manually collected tank inventory levels from site personnel. Mansfield uses agreed-upon business rules to manage site inventory, including minimum safety stock, end-of-month inventory targets, secondary product levels, minimum delivery quantities, hours of operations, holidays, and more. Mansfield would also leverage historical data, factoring in established business rules, and schedule deliveries accordingly. Mansfield's regionally organized Inventory Management team tracks local market insights, including basis price changes and supply availability. This dedicated team manages 4,000 tanks across the U.S. and Canada.</p>
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Mansfield's customer service program is spearheaded by a Customer Relationship Manager dedicated to each participating agency's account upon award. This position is responsible for managing the day-to-day relationship, acting as an advocate and ambassador within Mansfield, and as the first point of contact during ongoing operations. The Customer Relationship Manager works with internal teams to meet customer service requirements, monitoring the agreement to ensure accurate billing, to generate any needed reports, and handle other general customer service needs.</p>

Mansfield's Customer Relationship Managers are organized geographically given the unique nature of the fuel market in certain parts of North America.

Customer Relationship Manager job responsibilities include, but are not limited to:

#### Relationship Management

- Develop and implement a regular communication strategy to connect with customers at the corporate and/or local level; communication should be focused on high-level customer satisfaction components
- Ensure smooth execution of operational initiatives and resolve operational challenges to drive higher levels of customer satisfaction.
- Ensure a consistent standard of excellence in the customer experience
- Assist in evaluating, and where applicable, improving Operational interactions with the customer
- Advocate for the customer and attain the necessary resources and attention to quickly resolve operational concerns and issues
- Lead periodic meetings with existing customers to review strategic priorities as defined by both the customer as well as Mansfield leadership, open projects, and current activities within the account, including annual reviews and the introduction of new support tools/reporting capabilities
- Lead and manage special customer projects involving complex processes and data requirements

#### Communication

- Establish productive, professional relationships with key personnel; align key capabilities of Mansfield with the key priorities of the customers and partners.
- Proactively work to understand customers' evolving fuels and logistics procurement landscape and engages key stakeholders to develop mutual performance objectives and critical milestones for quarterly review.
- Coordinate with various departments to ensure high-level operational issues are resolved completely and in a timely manner on behalf of the customer and to meet account performance objectives
- Autonomously identify, document, and implement best practices across all accounts.

#### New Business Integration

- Oversee integration of all new business including both new customers and new business for existing customers. This involves onboarding workflow meetings and the monitoring of account set-ups, account change forms, and reporting requirements
- Participate in external integration meetings for all new business (new and existing customers)
- Prepare business rules for new customers
- Ensure all account information is setup correctly for tax and billing purposes
- Verify that all customer requirements are met and then communicate start up process with the customer
- Provide expert advice on process improvement and creative alternatives for new business integration
- Ensure smooth execution of operational initiatives and resolves operational challenges to drive higher customer satisfaction.

#### Business/Technical Support

- Lead change initiatives, provide experienced input, and participate in scoping of new technical offerings to support complex customer needs
- Enhance customers' utilization experience of Mansfield Energy's technology offerings; focus should include the company website, FuelNet, and collaboration with BT for necessary permissions, passwords, security levels, etc. to drive overall support for customers' data needs
- Oversee customer contract compliance including terms and conditions, freight rate updates, fixed price allocations, etc. on a monthly basis

#### High-Level Issue Resolution

- Escalate complex issues appropriately to maintain superior customer satisfaction
- Proactively prepare strategies to prevent recurring issues from impacting customer retention

Additionally, Mansfield's sales team works with customers throughout the life of each agreement ensuring Mansfield meets each agency's strategic priorities. The Government Sales team is also organized geographically and responsibilities include, but are not limited to:

#### Relationship Management

- Prepare business rules for new customers
- Participate (by phone or in person) in new customer implementation meetings with customers
- Lead new customer implementation meetings with internal MOC departments
- Develop and implement a regular contact strategy to connect with existing customers

		<ul style="list-style-type: none"> <li>- Lead bi-monthly meetings with existing clients to review open projects and current activities within the account; meetings will include project tracking for current items along with an annual summary of all items completed for the client in the past year</li> <li>- Conduct in-person meetings with the client on a quarterly basis to review open project items</li> <li>- Coordinate with Operations to ensure seamless interaction with the customer during on boarding</li> <li>- Establish productive, professional relationships with key personnel in assigned customer accounts</li> <li>- Coordinate the involvement of company personnel, including support, service, and management resources, in order to meet account performance objectives and customers' expectations</li> <li>- Proactively lead a joint company-strategic account planning process that develops mutual performance objectives, financial targets, and critical milestones</li> <li>- Proactively assess, clarify, and validate customer needs on an ongoing basis</li> </ul> <p>Account Retention</p> <ul style="list-style-type: none"> <li>- Coordinate customer interaction with other departments in MOC to ensure that the customer is delighted with Mansfield Oil and has a positive customer experience</li> </ul> <p>Account Growth</p> <ul style="list-style-type: none"> <li>- Stay current on MOC's solution portfolio by attending any available training and by having regular discussions with the appropriate product line manager on potential opportunities within assigned customers</li> <li>- Leverage the product line manager within MOC to coordinate a streamlined message to every existing client with regard to our product portfolio and service offerings</li> <li>- Educate customers on MOC's full portfolio of solutions</li> <li>- Identify growth opportunities with existing clients to market the full menu of MOC products and services</li> <li>- Lead solution development efforts that best address customer needs, while coordinating the involvement of all necessary company personnel</li> </ul> <p>Lastly, Mansfield believes that regular communication, transparency, and performance measurement foster any relationship. Two-way communication allows all parties to be engaged and involved in the decision-making process throughout the contract term. Communication is perhaps the single most vital aspect to developing a successful partnership that eventually enables Mansfield customers to achieve their strategic priorities and avoid critical problems.</p> <p>Accordingly, Mansfield has developed a quality control and assurance plan consisting of several metrics:</p> <ul style="list-style-type: none"> <li>- Accuracy: Track every order for accuracy to ensure the customer receives a perfect delivery and exact invoice.</li> <li>- Timeliness: Track every order for timeliness. This can be delivery window compliance or it could be the time it takes from delivery to receipt of invoice.</li> <li>- Carrier Scorecard: Mansfield tracks carriers for delivery window compliance, spills, and cross-drops.</li> </ul> <p>From an escalation standpoint, a customer's primary point of contact is the Customer Relationship Manager. This individual will be responsible for overseeing a customer's fuel management program in a prompt, proactive, and decisive manner.</p>
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. Identify the geographic areas of the United States that you will fully serve through the proposed contract.	<p>As North America's largest delivered fuel supplier, Mansfield is fully capable and willing to serve all Sourcewell participating entities located throughout the United States. Mansfield's offices across the US ensure every customer receives localized service, supply and support. The corporate headquarters is stationed in Gainesville, GA with 9 other locations found in Doraville GA, Baton Rouge LA, Houston TX (2), Denver CO, Redlands CA, Mark, IL, Roseville MN, and Troy OH.</p> <p>Mansfield will work with representatives from participating entities in order to understand their energy needs and provide Mansfield's full suite of products and services where necessary. Mansfield can confidently serve every geographic area in the country through the proposed contract.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. Identify the geographic areas of Canada that you will fully serve through the proposed contract.	<p>Mansfield's Calgary, Alberta office and dedicated Canadian sales and account management team is fully capable and willing to serve all Sourcewell participating entities throughout all 10 Canadian provinces.</p> <p>Mansfield will work with representatives from participating entities in order to understand their energy needs and provide Mansfield's full suite of products and services where necessary. Mansfield can confidently serve every geographic area in the country through the proposed contract.</p>

32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas in the United States that Mansfield is unable to fully service through this proposed contract.  In Canada, Mansfield of Canada ULC has not identified any Canadian geographic areas in which we are unable to fully service.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Mansfield can confidently serve all of Sourcewell's participating entity sectors through the proposed contract assuming the credit-worthiness of each participating agency. Mansfield does have other cooperative agreements in place, however, those agreements will not hinder Mansfield from marketing the Sourcewell agreement to all participants.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Mansfield cannot identify any specific contract requirements or restrictions that would apply to participating entities located in Hawaii and Alaska.  At this time, Mansfield does not currently operate in US Territories and is unable to service these areas.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Mansfield utilizes a variety of different marketing strategies to drive growth, including:</p> <p>Press Releases - Mansfield will use promotional media from our website and social media to drive attention to the Sourcewell contract</p> <p>Social Media - with over 13,000 followers, Mansfield is a thought leader on social media and can drive traffic to the Sourcewell contract via posts on LinkedIn and other sites.</p> <p>Webinars - Mansfield can host informational webinars for Sourcewell members and prospective members to share insights on market trends, product information, and more, leading to higher sign-ups. Mansfield already hosts a regular webinar cadence on market news and purchasing best practices where the Sourcewell contract could be incorporated.</p> <p>Direct Sales - Mansfield's sales force will utilize the Sourcewell contract in interactions with new government agencies to secure business.</p> <p>Conferences &amp; Trade Shows - Mansfield's sales force will make specific mention of the Sourcewell contract at Government and other trade shows attended throughout the year including large conferences such as the Government Fleet Expo and NAFA conferences.</p> <p>FUELSNews Content - Mansfield can offer participating and prospective agencies access to our free fuel newsletter, FUELSNews, which contains market trend information, tips and tricks for improving purchasing, and more. This publication is distributed to 6,000+ subscribers daily and can also be found on the web at <a href="https://mansfield.energy/market-news">https://mansfield.energy/market-news</a>. Mansfield often runs articles on purchasing best practices where the Sourcewell contract could be featured throughout the year.</p> <p>Please reference our attached Mansfield Fuel Proposal which features multiple examples of the marketing material we will use to promote this contract opportunity.</p>	*

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Mansfield utilizes a wide array of digital mediums for enhancing marketing effectiveness:</p> <p>Social Media - with over 13,000 followers, Mansfield is a thought leader on social media and can drive traffic to the Sourcwell contract via posts and updates on LinkedIn, Twitter, and Instagram.</p> <p>Search engine optimization: Mansfield invests in search engine optimization and our website ranks on page 1 across several industry related keywords.</p> <p>Email Marketing - Mansfield utilizes email marketing to reach out to new customers and nurture prospects with information. As part of our email and digital market efforts, Mansfield can offer participating and prospective agencies access to our free fuel newsletter, FUELSNews, which contains market trend information, tips and tricks for improving purchasing, and more. This publication is distributed to 6,000+ subscribers daily and can also be found on the web at <a href="https://mansfield.energy/market-news">https://mansfield.energy/market-news</a>. Mansfield often runs articles on purchasing best practices where the Sourcwell contract could be featured throughout the year.</p> <p>Online Webinars - Mansfield engages with potentials on webinars and tracks interactions during the event, providing more details that can help move a deal forward. Mansfield already hosts a regular webinar cadence on market news and purchasing best practices where the Sourcwell contract could be incorporated.</p> <p>Customer Relationship Management - Mansfield uses Dynamics CRM to track customer interactions and keep deals moving forward, to ensure that no customer ever falls through the cracks. The company also has a vast database of customer contacts and potentials that are candidates for the Sourcwell contract.</p> <p>Virtual Meeting Platforms - Mansfield sales representatives use MS Teams, Zoom, Webex and other platforms to connect virtually with customers.</p>
37	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>Mansfield would take a collaborative approach with Sourcwell to promote the RFP with understanding that the majority of effort be undertaken by Mansfield. Our marketing and sales efforts will be communicated and coordinated with Sourcwell for mutual benefit, including the potential for joint press releases, shared social media content, and more. Mansfield believes such an approach will amplify the visibility of this new contract.</p> <p>Beyond coordinated marketing, a Sourcwell award will have dedicated sales representative responsible for pursuing new business and reaching out to potential prospects on a 1-to-1 basis. In the fuel space, this outside sales approach is necessary given the complexity of customer fuel programs and the need for a collaborative partnership to solve tough fuel problems. Cooperative contracts are a key component of Mansfield's government sales efforts; Mansfield's Government Sales and Account Management teams will be trained on the Sourcwell contract so that company representatives feel comfortable referring customers to Sourcwell whenever possible.</p>
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>In the fuel industry, e-procurement ordering is not common due to the complex and volatile nature of fuel sales. Fuel management programs are typically complex and our sales process is solutions based which lends procurement conversations to in-person meetings and phone or email messaging.</p> <p>That said, once a customer is onboarded, individual orders may be placed on Mansfield's FuelNet portal for fuel and DEF products in the US. Discovery work is underway to continue finding new and easier ways for customers to purchase more products online and in Canada.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Mansfield's commitment to customer education and support is unmatched within the fuel industry. Mansfield offers fuel industry training through a variety of avenues including our Daily FuelsNews publication which covers industry news and purchasing best practices; the company's regular Webinar cadence which covers fuel market updates and fuel management program best practices; white papers and case studies on our website <a href="http://www.Mansfield.Energy/Resources">www.Mansfield.Energy/Resources</a>; and specialized, customer specific training in the form of Quarterly Business Reviews, lunch and learns, or other events. The latter guidance is hosted by the Mansfield Sales or Account Management team to cover customer specific training needs. This training is free or charge and is discussed with each customer during the onboarding process to ensure their specific needs are met.</p> <p>However training does not stop after onboarding, Mansfield offers an array of metrics and reporting options via FuelNet and Quarterly Business Reviews to discuss and recommend performance outcomes related to fuel spend reduction, transaction optimization, logistical recommendations, inventory management recommendations, delivery accuracy, and fuel and freight savings achievement.</p>	*
40	Describe any technological advances that your proposed products or services offer.	<p>Mansfield believes in taking cost and complexity out of the fuel supply chain with a focus and investment on technology. Mansfield wraps both enhanced services and transactional insights around every gallon through Mansfield's proprietary online customer portal, FuelNet.</p> <p>FuelNet is Mansfield's integrated online fuel management portal, providing instant access to view:</p> <ul style="list-style-type: none"> <li>- Invoices, PODs, &amp; Transaction Data</li> <li>- Tax Summaries &amp; Reporting</li> <li>- Online Ordering &amp; Inventory Management</li> <li>- Fleet Card Administration</li> </ul> <p>FuelNet aggregates every facet of a fuel program into one simple reporting platform, enabling customers to manage their business efficiently and accurately from a single dashboard. Mansfield's proprietary FuelNet portal provides insight into transactional data around bulk fuel, LTL, retail, and DEF. Furthermore, Mansfield integrates retail and consigned fuel transactions into fuel delivery spend to consolidate billing and reporting within FuelNet's Fleet Console. Data can be aggregated at an enterprise level or by individual agency, all while providing dynamic filtering capability to drill down to specific locations, transactions, vehicles, and more.</p> <p>Access to timely and accurate operational information to support decision making has never been more important for fleet and fuel program managers. In addition to using the comprehensive analytics and fuel management tools, customers can also track and monitor data via the Reports Console which offers standard and customizable reporting options.</p> <p>FuelNet's Fuel Equipment Systems and Services module enables customers to poll and monitor tank inventory in real time, track repair and maintenance work orders for a specific location, or look at environmental compliance alarms and history.</p> <p>Mansfield has recently completed an initial round of updates to FuelNet's look and feel, with the next round of enhancements set to improve further upon the value that FuelNet delivers. Innovation is a constant focus for Mansfield as we help meet and exceed customer expectations around a best-in-class fuel management program.</p>	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Mansfield constantly seeks new ways to help our customers achieve their sustainability goals. From being an industry leader in the US and Canadian DEF markets, which offsets harmful NOx emissions, to supplying Biodiesel and Renewable Diesel, Mansfield is committed to helping customers lower their carbon emissions relative to petroleum based fuels.</p> <p>Mansfield is working with the largest fleets in North America to meet aggressive sustainability goals to lower carbon emissions. Higher ethanol blends in gasoline or increased biodiesel blends or renewable diesel use can offer significant lifecycle carbon emissions reductions versus petroleum diesel and even when compared to electrical vehicle options. Mansfield offers a robust suite of renewable diesel, biodiesel, and ethanol blends across the US and Canada.</p>	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>As part of our commitment to the environment, the Mansfield corporate office is LEED Silver certified by the U.S. Green Building Council.</p>	*



<p>43</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Mansfield is committed to inclusivity and diversity and in its ordinary course of business strives to engage the services of Disadvantaged Business Enterprises and Small Business Enterprises as petroleum supply and delivery partners. At Mansfield, we believe that a diversity of viewpoints, experiences, and backgrounds creates long-term value for our customers and for the communities in which the company operates.</p> <p>While Mansfield is not a certified WMBE or SBE entity, Mansfield does work with a number of qualified WMBE or SBE partners nationally. Mansfield's Diverse Business Development (DBD) Program helps customers fulfill their Tier 1 and Tier 2 diversity spend requirements by giving unparalleled access to the fuel management capabilities of both Mansfield and its nationwide network of vetted DBE partners (MBE, WBE, DBE, SBE, SDVOSB, etc.). Mansfield offers the expertise and bandwidth necessary to provide comprehensive solutions while partnering with and strengthening DBE partners.</p> <p>Whether purchasing fuel in bulk or tank wagon quantities, buying retail or consigned – the DBE Program leverages Mansfield's operational support and experience to execute even the most complex fuel management strategies. By leveraging Mansfield's DBE fueling network, customers can be assured of receiving competitive fuel pricing, quality service, and industry-leading digital integration at every step.</p>
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<p>44</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Mansfield differentiates itself from competitors through its comprehensive service, consistent innovation, and broad solutions.</p> <p><b>SERVICE</b>                  As the largest delivered fuel supplier in North America, Mansfield offers a robust and reliable supply and delivery of fuel and related services across all 50 US States and the 10 Canadian provinces.</p> <p>Mansfield maintains a broad portfolio of procurement optionality to ensure reliable supply and competitive pricing in every market. Throughout the US and Canada Mansfield's entire suite of supply options are utilized to meet customer needs. The variety and comprehensive coverage of supply points reduces Mansfield's dependency on any one local fuel supply option and enables an optimal balancing of fuel costs. Maintaining diverse procurement sources and contracts ensures reliability and performance during volatile periods due to refinery outages, pipeline and terminal downtime, or natural disasters. Mansfield's supply chain provides significant security through contracted supply yet enables a fast, flexible approach to take advantage of market opportunities.</p> <p>Mansfield maintains commercial access to all third-party supply terminals in North America. This allows Mansfield the opportunity to buy from multiple supply points and providers both in markets local to customer demand but also surrounding markets in case of emergency. Customers across the country have benefited from this redundancy and flexibility as evidenced over the many years of reliable Mansfield supply to government agencies and first responders through natural disasters, weather events, refinery downtime, and infrastructure interruptions.</p> <p>Equally expansive is Mansfield's carrier base through our unique DeliveryONE network which brings together 1,500 transportation partners across North America in one single network to serve our customers. This allows for redundancy in any given market so if the first or even second transportation option is unavailable due to capacity constraints then Mansfield can call on multiple other options to serve our customers. The company is also mindful of the flexibility needed to serve our diverse customer base ensuring that we have a variety of transportation options in most major markets including full transport, tank wagon, and mobile refueling capabilities as needed. Through the comprehensive DeliveryONE network Mansfield ensures safe and reliable transportation options are readily available to customers.</p> <p><b>INNOVATION</b>                  Mansfield wraps both enhanced services and transactional insights around every gallon through Mansfield's proprietary online customer portal, FuelNet.                  FuelNet is Mansfield's integrated online fuel management portal, providing instant access to view:                  - Invoices, PODs, &amp; Transaction Data                  - Tax Summaries &amp; Reporting                  - Online Ordering &amp; Inventory Management                  - Fleet Card Administration</p> <p>FuelNet aggregates every facet of a fuel program into one simple reporting platform, enabling customers to manage their business efficiently and accurately from a single dashboard. Mansfield's proprietary FuelNet portal provides insight into transactional data around bulk fuel, LTL, retail, and DEF invoices.                  Mansfield integrates retail and consigned fuel transactions to consolidate billing and reporting within FuelNet's Fleet Console. Data can be aggregated at an enterprise state level or by individual agency, all while providing dynamic filtering capability to drill down to specific locations, transactions, vehicles, and more.</p> <p><b>SOLUTIONS</b>                  Mansfield's entire suite of fuel management solutions is unmatched in the industry. Beyond the supply and delivery of standard fuel products, Mansfield also offers supply and delivery of renewable fuels, Diesel Exhaust Fluid (DEF) supply and logistics, fuel price risk management, fleet cards, fuel systems and equipment, fuel quality and additives, emergency response programs, fuel data management, and consigned fuel. Customers have the option to choose whatever services compliment their specific fuel management program and Mansfield's sales team is there to guide them on best practices specific to each situation.</p> <p>When a customer chooses Mansfield, they're joining over 8,000 other companies that have experienced the Mansfield difference. Through service, innovation, and broad fuel management solutions, Mansfield enhances our customers' competitiveness and service capabilities. At Mansfield, we're building relationships that matter through an unwavering commitment to add value to our customers.</p>
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**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Mansfield offers industry standard warranties.
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Mansfield fuel and services are warranted, but fuel can become tainted if it sits for too long (for various reasons) or a customer's tank is not properly maintained. Mansfield warrants the fuel will meet specifications upon delivery, but not that it will maintain the required specifications in perpetuity.
47	Will you cover warranty service for products produced by others that are part of your proposal, or are warranty issues typically passed on to the producer?	Mansfield warrants the fuel will meet specifications, regardless of the producer.
48	Describe any service contract options for the items included in your proposal.	Mansfield may contract our services with local commons carriers to deliver fuel products and local vendors to perform equipment services.

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
49	Describe any performance standards or guarantees that apply to your services	Mansfield will deliver fuel products that meet federal, state, and local industry standards. Mansfield fuel products meet all ASTM industry and commercial pipeline standards for fuel quality.
50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Mansfield believes that regular communication, transparency, and performance measurement foster any relationship. Two-way communication allows all parties to be engaged and involved in the decision-making process throughout the contract term. Communication is perhaps the single most vital aspect to developing a successful partnership that eventually enables Mansfield customers to achieve their strategic priorities and avoid critical problems.</p> <p>Accordingly, Mansfield has developed a quality control and assurance plan consisting of several metrics:</p> <ul style="list-style-type: none"> <li>- Invoice Accuracy and Timeliness: Mansfield tracks every invoice for accuracy to ensure the customer receives an exact invoice. FuelNet automatically tracks invoice accuracy and timeliness by customer so that Mansfield self-reports its performance in this category. Example metrics tracked are: days to invoice, invoice credit/rebill %, specific reason code for invoice errors, etc.</li> <li>- Delivery/Operations Metrics: Track every delivery for timeliness to ensure no late deliveries, track loads rolled from one day to the next, customer runouts, inventory managed sites &lt;10% inventory levels, etc.</li> <li>- Carrier Scorecard: Mansfield tracks carriers for delivery window compliance, spills, cross drops, and Compliance/Safety/Accountability reviews.</li> </ul>

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
51	Describe your payment terms and accepted payment methods.	<p>Standard payment terms are Net 30 days from the date of invoice though Mansfield can accommodate other payment terms at the request of the customer. Additional savings or charges may apply.</p> <p>Acceptable payment methods are as follows:</p> <ol style="list-style-type: none"> <li>1. ACH Payment</li> <li>2. Wire Payment</li> <li>3. Electronic Funds Transfer (EFT) Authorization Agreement</li> <li>4. Check</li> <li>5. Credit Card (Processing Fee will be Assessed)</li> </ol>
52	Describe any financing options available for use by educational or governmental entities.	<p>Financing options are available for all Mansfield customers and are handled on a case-by-case basis to determine what will work best for all parties involved. Mansfield will partner with Sourcewell participating entities to understand their needs and will present the best path forward. All financing options are contingent upon a credit approval process.</p> <p>In addition to offering financing opportunities, Mansfield's Consigned Fuel Program may be an appealing option for entities looking to free-up cashflow, obtain transaction-level reporting, and provide automatic accruals and cost distribution where necessary.</p> <p>The Consigned Fuel Program is tailored for savings goals and entity-specific requirements. Mansfield will help entities design a best-practice program, providing significant bulk fuel savings and accountability enterprise-wide.</p> <p>How the Mansfield Consigned Fuel Program Works: Mansfield owns the fuel inventory in a customer's fuel tanks and only bills the customer once it's pumped into the vehicle.</p> <p>With remote access to card readers and tank gauges, Mansfield inventory specialists track fuel levels to maintain adequate supply and tank compliance. Mansfield bills entities separately as they pump fuel into the vehicle, automatically delivering transaction details to support invoices. Agencies may allow other entities to use their tank or restrict access to just company-owned equipment, Mansfield can accommodate single or multi-agency billing on behalf of the customer. The program is streamlined, automated, and concise to help companies account for usage across multiple entities.</p>
53	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>The Mansfield Team provides partners with two important standard transaction documents. The first is the Site Survey Form, which is provided to customers to understand as much about their physical fueling sites as possible. Mansfield wants to provide all customers with safe service, and a big part of that process is understanding the equipment and layout of each location. This form enables participating entities to identify site contacts, equipment on location, preferred delivery times, etc.</p> <p>In addition, Mansfield also provides customers with a Mansfield Order Form. While not required, this detailed form can be completed by site personnel when they'd like to schedule deliveries. Mansfield has the capabilities and the experience to remotely monitor fuel tanks and inventory manage locations with ease, however, if customers choose to have a more hands-on approach, the Mansfield Order Form provides them with everything they need to request their fuel.</p> <p>Please reference both forms attached in the Documents section of our response.</p>
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>Mansfield will accept purchases on general p-card programs at a fee of 3.5% based off the entire invoice amount.</p>

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can

be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
55	Describe your pricing model (e.g., quoted adjustment from index or benchmark, line-item, product-category percentage discounts, or a combination of methods). Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Mansfield proposes pricing fuel off the widely accepted benchmark OPIS index while pricing freight and transportation charges at cost as a pass through to the customer. Because delivery requirements vary by region, customer needs, and specific site requirements this pass-through approach allows for the most comprehensive market coverage across North America.</p> <p>For fuel, Mansfield can offer all available fuel products corresponding to a customer's local Daily or Weekly OPIS Gross Contract Average feed plus a not-to-exceed differential. The not-to-exceed differential varies depending on the supply and delivery method required for the fuel. The not-to-exceed differential for fuel via a full-size Transport truck (18-wheeler) will be billed at a participating entity's local OPIS Index City OPIS Gross Contract Average feed plus a one cent per gallon (or per liter in Canada) differential for the respective product*. The not-to-exceed differential for fuel via a Tankwagon truck will be billed at the participating entity's local OPIS Index City OPIS Gross Contract Average posting plus a ninety-nine cent per gallon (or per liter in Canada) differential for the respective product*. Potential discounts and price adjustments may be negotiated on a case-by-case basis with the entity that is joining the contract.</p> <p>For freight, Mansfield proposes a straight pass-through at Mansfield's costs of all transportation and freight charges for delivery.</p> <p>Please note that due to government regulations, Mansfield is only able to offer Renewable Diesel for transportation fuel use. Additionally, all Renewable Diesel is quoted for delivery in the same state as the origin terminal.</p> <p>*Unless otherwise agreed upon by Mansfield, Renewable Diesel fuel is to be priced off the respective CARB Ultra Low Sulfur Diesel or Ultra Low Sulfur Diesel index for the local OPIS Index City. At the time of the contract response, many cities either do not have a renewable diesel OPIS posting or there are too few suppliers considered in the index. Accordingly, industry standard is to price Renewable Diesel off the respective CARB Ultra Low Sulfur Diesel or Ultra Low Sulfur Diesel index.</p> <p>All taxes will be passed through as a line item. All delivery fees will be passed through as a line item.</p>

56	<p>If your pricing model includes quoted adjustment from index or benchmark, identify the applicable index(es) or benchmark(s) for Sourcewell Participating Entities by region, delivery method, and product type. Detailed pricing data is to be included in Proposer's pricing upload materials (including the stated index or benchmark, adjustment discount or increase, frequency of index or benchmark update [daily, weekly, etc.], delivery method alternative pricing, freight, additional charges, etc.) on all of the items that you want Sourcewell to consider as part of your RFP response.</p>	<p>Mansfield proposes pricing fuel off the widely accepted benchmark OPIS index while pricing freight and transportation charges at cost as a pass through to the customer. Because delivery requirements vary by region, customer needs, and specific site requirements this pass-through approach allows for the most comprehensive market coverage across North America.</p> <p>For fuel, Mansfield can offer all available fuel products corresponding to a customer's local Daily or Weekly OPIS Gross Contract Average feed plus a not-to-exceed differential. The not-to-exceed differential varies depending on the supply and delivery method required for the fuel. The not-to-exceed differential for fuel via a full-size Transport truck (18-wheeler) will be billed at a participating entity's local OPIS Index City OPIS Gross Contract Average feed plus a one cent per gallon (or per liter in Canada) differential for the respective product*. The not-to-exceed differential for fuel via a Tankwagon truck will be billed at the participating entity's local OPIS Index City OPIS Gross Contract Average posting plus a ninety-nine cent per gallon (or per liter in Canada) differential for the respective product*. Potential discounts and price adjustments may be negotiated on a case-by-case basis with the entity that is joining the contract.</p> <p>For freight, Mansfield proposes a straight pass-through at Mansfield's costs of all transportation and freight charges for delivery.</p> <p>Please note that due to government regulations, Mansfield is only able to offer Renewable Diesel for transportation fuel use. Additionally, all Renewable Diesel is quoted for delivery in the same state as the origin terminal.</p> <p>*Unless otherwise agreed upon by Mansfield, Renewable Diesel fuel is to be priced off the respective CARB Ultra Low Sulfur Diesel or Ultra Low Sulfur Diesel index for the local OPIS Index City. At the time of the contract response, many cities either do not have a renewable diesel OPIS posting or there are too few suppliers considered in the index. Accordingly, the industry standard is to price Renewable Diesel off the respective CARB Ultra Low Sulfur Diesel or Ultra Low Sulfur Diesel index.</p> <p>All taxes will be passed through as a line item. All delivery fees will be passed through as a line item.</p>
57	<p>If your pricing model includes line-item or product-category percentage discounts, quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. Detailed pricing data is to be included in Proposer's pricing upload materials (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response.</p>	<p>Mansfield will pass along at cost (no markup or margin added) all freight charges and taxes; on the invoice the freight charges can either be billed as a line item or rolled up into the product cost. Because delivery requirements vary by region, customer needs, and specific site requirements this pass-through approach allows for the most comprehensive market coverage across North America. Estimated freight and tax quotes may be provided to each entity interested in participating in the contract, however, the actual cost of freight and taxes will be passed through at cost.</p>
58	<p>Describe any volume or quantity discounts or rebate programs that you offer.</p>	<p>There are no aggregate volume or quantity discounts or rebate programs. Any and all volume discounts will be discussed on a case-by-case basis with each participating entity. The quoted not-to-exceed price is applicable unless otherwise negotiated.</p>

59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>For fleet cards associated with a customer's fuel management program, Mansfield offers a rebate to each participating agency of .85% off the retail fuel price. For high volume fleet card prospects, Mansfield may be able to offer a larger rebate but will never offer a rebate less than .85%.</p> <p>Mansfield offers fixed price fuel hedging and risk management. Because this pricing is dependent on the fuel market and specific customer needs at the time the quote is generated, Mansfield is unable to offer a price for this service in this RFP response. However, Mansfield will discuss pricing with each interested agency. For fixed price fuel hedging Mansfield is also willing to fix the customer's freight costs.</p> <p>The purchase of any fuel additives requested will be billed at cost plus \$.0050/gallon or liter.</p> <p>For bulk DEF deliveries over 250 gallons, Mansfield offers cost plus \$.10 per gallon or liter.</p> <p>Mansfield offers any other "sourced" products or related services at cost plus 15%.</p>	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like set-up, mandatory training, split-load or multiple drop site charges, unscheduled, expedited or emergency delivery fees, dye charges, or taxes. Identify any parties that impose such costs and their relationship to the Proposer.	<p>All freight accessorials incurred such as split-deliveries (multiple drop site charges), pump-off fees, minimum freight fees (for orders under a full truckload), demurrage at customer sites, and expedited or emergency delivery fees will be passed along at cost to a participating agency. These fees are charged to Mansfield by local delivery subcontractors at negotiated rates and will be passed along at no mark up to an agency only as incurred during a delivery.</p> <p>The purchase of any fuel additives requested will be billed at cost plus \$.0050/gal or liter.</p> <p>All applicable taxes will be passed along and billed as a line item. Given the broad coverage of this contract and the numerous federal, state, and local taxes it's impractical to specifically list each potential tax.</p>	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Mansfield utilizes a diverse network of 1,500 third-party delivery partners to ensure reliable and cost-competitive deliveries in every market. Mansfield's Carrier Relations team thoroughly vetts each of these partners to ensure safety, performance history, market operations and capacity, flexibility to adjust to market conditions, electronic capabilities, financial durability, and competitive pricing. Mansfield's Carrier Relations team frequently issues competitive bidding for the company's freight lanes and relies on an electronic bidding engine to procure freight.</p> <p>Since all base freight rates and associated delivery charges will be passed along at cost as incurred, this means customers will be charged the same negotiated rates that Mansfield receives from its carriers. Delivering nearly 3 billion gallons of fuel products per year, customers can rest assured that Mansfield receives extremely competitive pricing as a preferred vendor of its transportation partners.</p>	*
62	Specifically describe freight, shipping, and delivery terms or programs applicable to Sourcewell Participating Entities in Alaska, Hawaii, and Canada.	Freight, shipping, and delivery terms or programs do not differ for participating entities in Alaska, Hawaii, and Canada. All freight charges, including the base rate and any accessorial fees incurred, will be billed at cost to participating agencies. Because delivery requirements vary by region, customer needs, and specific site requirements this pass-through approach allows for the most comprehensive market coverage across North America.	*

63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Beyond carrier coverage in all commercial fuel markets across North America, Mansfield is also mindful of the flexibility needed to serve our diverse customer base. Accordingly, the company ensures that we have a variety of transportation options in most major markets including full transport, tank wagon, and mobile refueling capabilities as needed. Mansfield offers delivery to a wide array of tanks from large bulk storage tanks all the way to smaller generator fills and mobile wet hosing directly to fuel vehicles.</p> <p>Additionally, given Mansfield's established history of supplying government entities and first responders, the company understands prioritizing fuel for essential services. Mansfield's standard Business Continuity Plan document – a copy of which is attached to this proposal – illustrates the thoroughness with which Mansfield approaches an impending event and will serve as operating protocol should any such event threaten customer fueling operations. Further, Mansfield has developed and managed emergency preparedness plans for customers nationwide and can work with participating agencies to tailor a program specific to their needs.</p>
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**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
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65	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.</p>	<p>Over the course of its 65-year history Mansfield has successfully onboarded hundreds of government customers. Onboarding a new customer involves collaboration between agency stakeholders and Mansfield as both parties determine the optimal execution strategy. The success of a contract's transition will be determined in part by the cooperative communication between Mansfield and each participating agency.</p> <p>To initiate an onboarding, Mansfield convenes an internal onboarding meeting to review the scope of the negotiated agreement, align stakeholders on the requirements, and plan for execution based on the specifications of the contract. This meeting would include the key stakeholders outlined in this proposal, as well as the front-line staff responsible for cascading a customer's requirements across the organization.</p> <p>Mansfield has a prescriptive onboarding program which is overseen by the company's Governance team that handles and approves all customer inputs into the firm's ERP system. It is critical for the process to be followed in its entirety to ensure each customer is successfully onboarded. The process utilizes Microsoft Power Apps to push information and workflows through several Mansfield departments to:</p> <ul style="list-style-type: none"> <li>- Ensure Mansfield is providing a first-class customer experience.</li> <li>- Bring together all departments with a common goal and purpose to hold each other accountable.</li> <li>- Ensure the customer is onboarded properly with operational precision so that all ordering, dispatching, and billing processes are seamless.</li> </ul> <p>There are various steps in the process that must be followed:</p> <ol style="list-style-type: none"> <li>1. Credit Application Initiation</li> <li>2. Credit Review and Approval</li> <li>3. CRM Assignment</li> <li>4. Pre-Onboarding</li> <li>5. Internal Onboarding Meeting</li> <li>6. Onboarding Form Completion</li> <li>7. Governance Approval</li> <li>8. Tax Approval</li> <li>9. Department Notifications</li> <li>10. Price Letter Setups</li> <li>11. 1/30/60/90 Day Customer Reviews</li> </ol> <p>The Mansfield Sales and Account Management teams work diligently to guarantee this process is followed and completed efficiently, which enables us to ensure all Sourcewell participating entities obtain the proper pricing.</p> <p>Additionally, Mansfield works with a number of entities who request specific reporting requirements and administrative fee payments - accordingly, Mansfield's Account Management team works closely with our Business Analytics data team to develop auto-generated reporting for each specific contract that needs to be tracked. Any new participating agency can simply be added to this report upon contract setup. This creates accurate and repeatable reporting capabilities to ensure the proper gallons are reported and administrative fees paid.</p>
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66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Mansfield believes that regular communication, transparency, and performance measurement foster any relationship. Two-way communication allows all parties to be engaged and involved in the decision-making process throughout the contract term. Communication is perhaps the single most vital aspect to developing a successful partnership that eventually enables Mansfield customers to achieve their strategic priorities and avoid critical problems.</p> <p>Accordingly, Mansfield has developed a quality control and assurance plan consisting of several metrics that can be summarized in the below buckets:</p> <ul style="list-style-type: none"> <li>- Invoice Accuracy and Timeliness: Mansfield tracks every invoice for accuracy to ensure the customer receives an exact invoice. FuelNet automatically tracks invoice accuracy and timeliness by the customer so that Mansfield self-reports its performance in this category. Example metrics tracked are days to invoice, invoice credit/rebill %, specific reason code for invoice errors, etc.</li> <li>- Delivery/Operations metrics: Track every delivery for timeliness to ensure no late deliveries, track loads rolled from one day to the next, customer runouts, inventory managed sites &lt;10% inventory levels, etc.</li> <li>- Carrier Scorecard: Mansfield tracks carriers for delivery window compliance, spills, cross drops, and Compliance/Safety/Accountability reviews.</li> </ul>	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. The administrative fee is calculated on total sales under the Contract and may be expressed as a percentage, per-unit or flat fee; it is not a line-item addition to the Participating Entity's cost of goods. (See the RFP and template Contract for additional details.)	Mansfield proposes a \$0.0050 per gallon (or per liter in Canada) administrative fee that the company will pay to Sourcewell for all fuel sold during the duration of this contract. Mansfield wants to ensure the success of this contract and believes a competitive, market based administrative fee is necessary to promote contract growth.	*

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Mansfield is offering supply and delivery of all formulations, grades, and blends of motor vehicle, aviation, and heating fuels commercially and readily available across the U.S. and Canada. This is inclusive of traditional petroleum-based fuels such as motor gasoline and diesel, but also alternative and renewable fuels such as ethanol, biodiesel, renewable diesel or gasoline, etc. and associated blends. Given the number of individual products included in this offering it is impractical to list all detailed product specifications in this response; however, Mansfield will deliver fuel products that meet all industry quality specifications while also complying with federal, state, or local fuel requirements.</p> <p>Mansfield is offering full truck transport, tank wagon truck transport, and mobile refueling truck delivery methods depending on customer needs.</p> <p>Mansfield is offering the below related services, please see Mansfield's Pricing Sheet for more details:</p> <ul style="list-style-type: none"> <li>- Fixed price fuel hedging risk management to lock in fuel prices or fuel price ranges.</li> <li>- Diesel Exhaust Fluid (DEF) bulk supply and supply of pallets and totes.</li> <li>- Fuel cards for retail or backyard use as part of a comprehensive fuel management program.</li> <li>- Fuel equipment systems and services including inventory management, fuel card transaction management, equipment repairs/maintenance/builds, and fuel additives and pre-emptive product quality programs.</li> <li>- Customer specific emergency preparedness/response programs.</li> <li>- Consigned fuel programs whereby Mansfield owns the fuel in customer tanks and only bills fuel as it is dispensed into vehicles.</li> </ul>	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There are no applicable subcategory titles.	*

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Vehicle and equipment fuels, fluids, gases, gasolines, or additives (identify applicable formulations, grades, and blends in pricing upload material)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference pricing sheet attached to response.	*
71	Aviation fuels, fluids, gasolines, or additives (identify applicable formulations, grades, and blends in pricing upload material)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference pricing sheet attached to response.	*
72	Heating fuels or gases (identify applicable formulations, grades, and blends in pricing upload material)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference pricing sheet attached to response.	*
73	Hybrid or alternative fuels (identify applicable hybrid or alternative fuel types in pricing upload material)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference pricing sheet attached to response.	*
74	Support services related to the supply and delivery of the products described in Lines 70 - 73 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference pricing sheet attached to response.	*

**Table 15: Industry Specific Questions**

Line Item	Question	Response *	
75	Describe your ability to fuel a mixed fleet during the same route.	Mansfield has the resources and years of fuel industry experience to successfully fuel a mixed fleet during the same route. Given Mansfield's consultative approach, the Sales team will work with Sourcewell participating entities to determine their fueling needs and the best methodology for distributing fuel throughout their locations.	*
76	Describe any emergency fueling programs you offer.	<p>As a fuel supplier to government, commercial, and retail clients throughout the United States and Canada, Mansfield maintains a thorough Emergency Response Program including redundant operations centers and data backup. When emergency situations occur, Mansfield is there to provide for its contractual customers.</p> <p>Mansfield can quickly mobilize fuel from non-impacted areas to long-haul into areas experiencing a natural disaster or supply disruption, leveraging its unmatched nationwide network of supply and transportation. In case of any unexpected event, Mansfield can rely on its broad fuel and freight procurement network to procure fuel throughout surrounding markets. Through its proprietary DeliveryONE network of over 1,500 transportation providers nationwide, Mansfield maintains multiple relationships with carrier partners in all major markets. If the primary carrier is ever unavailable, Mansfield can call upon a network of other providers to step in. This is especially important when natural disasters strike or unexpected supply options occur. When interruptions to the fuel supply chain happen, Mansfield has redundancy to overcome those challenges and keep customers supplied.</p> <p>Lastly, given Mansfield's established history the company understands prioritizing fuel for essential services. Mansfield's standard Business Continuity Plan document – a copy of which is attached in the Documents section – illustrates the thoroughness with which Mansfield approaches an impending event and will serve as operating protocol should any such event threaten agency fueling operations. Further, Mansfield has developed and managed tailored emergency preparedness plans for customers nationwide and can work with interested agencies to do the same.</p>	*
77	Describe your carrier network.	Mansfield offers bulk fueling, tank wagon fills, and mobile refueling options with its vast network of third-party carriers to meet customers' transportation needs. Mansfield sells nearly 10 million gallons of fuel every day with a distribution network of 900 transport truck carrier partners, 600 tank wagon partners, and 140 mobile refueling organizations. Mansfield's Carrier Relations team thoroughly vets each of these partners to ensure operational excellence, safety, financial durability, and competitive pricing. Every delivery is tailored to the customer's exact specifications and monitored for safety and quality. This service network provides the redundancy and scale required to ensure Mansfield customers are never out of fuel.	*

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 78. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**Documents**

**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Mansfield Pricing Sheet.pdf - Thursday December 15, 2022 14:55:34
  - [Financial Strength and Stability](#) - Financial Strength & Stability.zip - Thursday December 15, 2022 13:24:01
  - [Marketing Plan/Samples](#) - Marketing Plan & Samples.zip - Thursday December 15, 2022 14:07:30
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Warranty Information (optional)
  - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Thursday December 15, 2022 14:09:05
  - [Upload Additional Document](#) - Mansfield Business Continuity Plan.pdf - Thursday December 15, 2022 14:09:17

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Dan Luther, Vice President, Government Sales, Mansfield Oil Company of Gainesville, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Fuel_Delivery_RFP_121522 Tue November 8 2022 12:16 PM	<input checked="" type="checkbox"/>	1

ROUTING SHEET

**Regional Transit Authority  
State Contract Procurement Routing Sheet**

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

Solicitation ID	287
ProjectSchedule Delivery Date	1/7/2026 6:00 AM
Technical Specs attached	No
Scope of Work attached	No

**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:** PENNAMAN, ALGER  
**Title:** FLEET ASSET MANAGER  
**Ext:** 8480

**B. Name of Project, Service or Product:**

Diesel Fuel with DEF option

**C. Justification of Procurement:**

The purpose and intent of this document is to acquire a contract with a fueling company to provide the agency with the appropriate diesel fuel and DEF fluid for the next 2 years. The estimated quantity of diesel fuel consumed by the RTA is estimated at 1.9 million gallons per year (~5,200 gals daily). The estimated quantity consumption for DEF is estimated to be 31,000 gallons per year (~597 gals weekly).

**D. Certification of Authorized Grant:**

Is this item/specification consistent with the Authorized Grant?

<b>Director of Grants / Federal compliance:</b>	
<b>Signature</b>	
<b>Date</b>	

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

Additional Safety Requirements Attached

false

<b>Chief</b>	Michael J Smith
<b>Signature</b>	<i>Michael J Smith</i>
<b>Date</b>	September 17 2025

ROUTING SHEET

**Risk Management:**

Include Standard Insurance Provisions Only?

true

Include Additional Insurance Requirements Attached ?

false

<b>Risk Management Analyst</b>	Marc L Popkin
<b>Signature</b>	<i>Marc L Popkin</i>
<b>Date</b>	September 17 2025

**F. 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:** \$8,262,260.23

**Total Projected Cost:** \$8,262,260.23

**Funding Type:** State

**Grants or Capital Project ID:**

Federal Funding	State	Local	Other
	\$8,262,260.23		
Projected Fed Cost	State	Local	Other
	\$8,262,260.23		

FTA Grant IDs	Budget Codes
	01-4300-02-8020-031-01-00-00000-00000
	01-4300-02-8070-031-01-00-00000-00000
	01-6100-02-8020-031-07-00-00000-00000

Funds allocated by multi-year and budget codes:

Year	Amount	Budget Code
Year-1	\$7,801,326.18	01-4300-02-8020-031-01-00-00000-00000
Year-2	\$75,200.84	01-4300-02-8070-031-01-00-00000-00000
Year-3	\$385,733.21	01-6100-02-8020-031-07-00-00000-00000
Year-4		
Year-5		



ROUTING SHEET

<b>Total all years</b>	<b>\$8,262,260.23</b>	
------------------------	-----------------------	--

<b>Budget Analyst</b>	<b>Erin Ghalayini</b>
<b>Signature</b>	<i>Erin Ghalayini</i>
<b>Date</b>	<b>September 17 2025</b>

**G. DBE/SBE GOAL:**

<b>% DBE</b>	<b>0</b>
<b>% Small Business</b>	<b>0</b>

<b>Director of Small Business Development:</b>	<b>Adonis C Expose</b>
<b>Signature</b>	<i>Adonis C Expose</i>
<b>Date</b>	<b>September 17 2025</b>

<b>DBE/EE Manager</b>	<b>Adonis C Expose</b>
<b>Signature</b>	<i>Adonis C Expose</i>
<b>Date</b>	<b>September 17 2025</b>

**H. Information Technology Dept. vetting.**

<b>IT Director</b>	<b>Sterlin J Stevens</b>
<b>Signature</b>	<i>Sterlin J Stevens</i>
<b>Date</b>	<b>9/18/2025 2:06 AM</b>

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

<b>Department Head</b>	<b>Jacques Robichaux Sr.</b>
<b>Signature</b>	<i>Jacques Robichaux Sr.</i>
<b>Date</b>	<b>September 17 2025</b>

<b>Chief</b>	<b>Ryan Moser</b>
<b>Signature</b>	<i>Ryan Moser</i>
<b>Date</b>	<b>September 17 2025</b>

<b>Director of Procurement</b>	<b>Ronald Gerard Baptiste</b>
<b>Signature</b>	<i>Ronald Gerard Baptiste</i>
<b>Date</b>	<b>September 18 2025</b>

**FOR PROCUREMENT USE ONLY**

ROUTING SHEET

**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.

---

	<b>Required if Total Cost above \$15K</b>
<b>Chief Financial Officer</b>	<b>Gizelle Johnson-Banks</b>
<b>Signature</b>	<i>Gizelle Johnson-Banks</i>
<b>Date</b>	<b>September 21 2025</b>

---

	<b>Required if Total Cost above \$50K</b>
<b>Chief Executive Officer</b>	<b>Lona Edwards Hankins</b>
<b>Signature</b>	<i>Lona Edwards Hankins</i>
<b>Date</b>	<b>September 22 2025</b>



Board Report and Staff Summary

File #: 25-120

Finance Committee

Contract Award to Gerry Lane Chevrolet for the Purchase of Transit Police Vehicles

DESCRIPTION: Purchase four Transit Police SUV units	AGENDA NO:
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 purchase four (4) Transit Police SUVs upfitted for with the necessary provision needed for law enforcement in the amount not to exceed \$233,230.72.

ISSUE/BACKGROUND:

The agency has a commitment to provide our local transit police with the squad units needed for any law enforcement activities requested by the RTA. Each unit will aid each officer in compliance with the Louisiana Commission on Law Enforcement.

DISCUSSION:

The vehicle purchase from Gerry Lane Chevrolet under Louisiana state contract (contract number 4400023794) will replace the four (4) active police vehicles currently used by the agency's police force. This purchase utilizes the available funds efficiently and responsibly.

FINANCIAL IMPACT:

Funding is available through grant LA2022-022 in the amount of \$233,230.72 for the vehicles.

NEXT STEPS:

Once approved staff will issue a purchase order and continue to develop the purchase of the vehicles.

ATTACHMENTS:

1. Resolution
2. LA State Contract (4400023794)
3. Routing approval
4. Gerry Lane Order Sheet

Prepared By: Alger Pennaman II  
Title: Fleet Asset Manager

Reviewed By: Ryan Moser  
Title: Chief Asset Management Officer

Reviewed By: Gizelle Banks  
Title: Chief Financial Officer



Lona Edwards Hankins  
Chief Executive Officer

10/6/2025

Date



RESOLUTION NO. \_\_\_\_\_

FILE ID NO. 25-120

STATE OF LOUISIANA

PARISH OF ORLEANS

---

**AUTHORIZATION TO AWARD A CONTRACT TO GERRY LANE CHEVROLET FOR TRANSIT  
POLICE VEHICLES**

---

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

**WHEREAS**, the Chief Executive Officer of the Regional Transit Authority (RTA) has identified the need to procure four (4) vehicles for use by the Transit Police; and

**WHEREAS**, the RTA is committed to providing its Transit Police with reliable vehicles necessary to perform law enforcement functions in support of agency operations; and

**WHEREAS**, the procurement of these vehicles from Gerry Lane Chevrolet under the State of Louisiana Contract No. 4400023794 represents the most cost-effective method of acquisition; and

**WHEREAS**, the vehicles will be upfitted in accordance with the standards of the Louisiana Commission on Law Enforcement to ensure compliance and promote public safety; and

**WHEREAS**, staff has reviewed and evaluated the vendor’s cost proposal and determined the pricing to be fair, reasonable, and in the best interest of the agency; and



RESOLUTION NO. \_\_\_\_\_

Page 2

**WHEREAS**, funding for the contract is made available through Grant LA2022-022-11.42.11 under account codes 01-0000-00-1513-00-00-00000-00000 (support service vehicles) in a not to exceed **TWO HUNDRED THIRTY-THREE THOUSAND TWO HUNDRED THIRTY DOLLARS AND SEVENTY-TWO CENTS (\$233,230.72)**; and

**NOW, THEREFORE, BE IS RESOLVED**, that the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, is authorized to award a contract to Gerry Lane Chevrolet for four transit police vehicles.

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

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

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

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

**ABSENT:** \_\_\_\_\_

**AND THE RESOLUTION WAS ADOPTED ON THE** Choose an item. **DAY OF SEPTEMBER, 2025.**

\_\_\_\_\_  
**FRED A. NEAL, JR.**  
**CHAIRMAN**  
**RTA BOARD OF COMMISSIONERS**



# STATE OF LOUISIANA

## Competitive Contract

Vendor: 310012432  
Company  
GERRY LANE CHEVROLET/GM FINANCIAL  
DIV OF GERRY LANE ENTERPRISES  
6505 FLORIDA BLVD  
BATON ROUGE LA 70806  
Phone : 2259264600  
Fax : 2252160847

T Number: 90865  
Version: 11  
LAPS Contract: No  
Fiscal Year: 2022  
Min.Ord.Value: 0.00  
Distributor Contract: No  
PCard:No  
Co-op Agreement:Yes

Contract number: 4400023794  
Description: Vehicles, Statewide

**Buyer Information**  
Name: AMY GOTREAU  
Tel Number: 225-342-9200  
Email: amy.gotreaux@la.gov

SEBD Vendor: No  
SEHI Vendor: No  
VSE Vendor: No  
DVSE Vendor: No  
Contract Valid Dates:  
03/01/2022 - 10/31/2025

Delivery: 365 Days After Receipt of Order

**Supplier Text:**

=====

AMENDMENT NO. 5  
Date Issued: 11/1/2023

Contract amended to add lines awarded from RFx 3000021523:

Add:  
Police & First Responder: Line 4  
Sport Utility: Line 54

This amendment is effective for a period beginning November 1, 2023 and ending October 31, 2026.

=====

AMENDMENT NO. 4  
Date Issued: 6/1/2023

Contract amended to add lines awarded from RFx 3000020682:

Add:  
Sedan: Line 52  
Sport Utility: Lines 55, 56, 57, 58

Recommending Approval: \_\_\_\_\_

Approved by: \_\_\_\_\_

Van: Lines 60, 61, 63, 64  
Truck: Lines 69, 70/71/72, 73/74/75, 76/77/78, 82/83/84

This amendment is effective for a period beginning June 1, 2023 and ending May 31, 2026.

=====

AMENDMENT NO. 3  
Date Issued: 10/31/2022

Contract amended to add lines awarded from RFx 3000019775:

Add:  
Police & First Responder: Lines 5, 11, 15  
Sedan: Line 52  
Sport Utility: Lines 55, 57  
Truck: Lines 76/77/78

This amendment is effective for a period beginning November 1, 2022 and ending October 31, 2025.

=====

AMENDMENT NO. 2  
Date Issued: 8/9/2022

Contract amended from RFx 3000018672 to remove lines, bid withdrawn.

Remove:  
Truck: Lines 70/71/72

This amendment is effective for a period beginning August 9, 2022.

=====

AMENDMENT NO. 1  
Date Issued: 6/16/2022

Contract amended to add lines awarded from RFx 3000018672:

Add:  
Truck: Lines 70/71/72

This amendment is effective for a period beginning June 16, 2022 and ending June 15, 2025.

=====

AWARD  
Date Issued: 3/1/2022

Awarded from RFx 3000017878.

Truck: Lines 73/74/75, 76/77/78, 85/86, 87/88, 89/90

Award is effective for a period beginning March 1, 2022 and ending February 28, 2025.



=====  
 \*\*\* IMPORTANT NOTE: At this time, none of the manufacturers are accepting orders, which in turn means the dealerships cannot accept any POs at this time. Notification will be sent through ListServ when ordering is opened.  
 -----

This is a Statewide Contract for the State of Louisiana to furnish vehicles.

Contract Documents Include:  
 Attachment A – Special Terms & Conditions – Pages 1-5  
 Attachment B – Specifications – Pages 1-6  
 Attachment C – Vehicle Information – Pages 1-3

\*\*\*\*\*  
 Please visit our website at <http://fleet.la.gov> to view all vehicles on State contract. The most current vehicle pricing, order sheets, and ordering instructions can be found there.  
 \*\*\*\*\*

This contract has been designated as a cooperative purchasing opportunity. Quasi State#Agencies or other Political Subdivisions of the State, agencies of the United States government, and other buying organizations not located in this state which, if located in this state, would qualify as a public procurement unit may utilize this contract.

**Notice to Vendor:**

Line	Material No. ----- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
1		Vehicles, Statewide	25101500		0.00000	

### Standard Terms and Conditions

1. THIS IS NOT AN ORDER TO SHIP (OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE ISSUING AGENCY PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE IV AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

8. IN ACCORDANCE WITH LA R.S. 39:1602.1, FOR ANY CONTRACTS WITH A VALUE OF \$100,000 OR MORE AND FOR ANY VENDOR WITH 5 OR MORE EMPLOYEES, THE VENDOR CERTIFIES THAT IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL AND IT WILL, FOR THE DURATION OF ITS CONTRACTUAL OBLIGATIONS, REFRAIN FROM A BOYCOTT OF ISRAEL.

#### 9. CONTRACT CANCELLATION

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS: (A) MISREPRESENTATION BY THE CONTRACTOR; (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE OF LOUISIANA; (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA. R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS; OR, (F) ANY LISTED REASON FOR DEBARMENT UNDER LA. R.S. 39:1672.

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION: OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS; (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP

TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING NON-EXCLUSIVE REASONS: (A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; OR, (C) ANY OTHER BREACH OF CONTRACT.

ROUTING SHEET

**Regional Transit Authority  
State Contract Procurement Routing Sheet**

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

Solicitation ID	281
ProjectSchedule Delivery Date	3/1/2026 6:00 AM
Technical Specs attached	Yes
Scope of Work attached	No

**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:** PENNAMAN, ALGER  
**Title:** FLEET ASSET MANAGER  
**Ext:** 8480

**B. Name of Project, Service or Product:**

4- Transit Police Vehicles

**C. Justification of Procurement:**

Transit police fleet is in need of four new service trucks. The transit police fleet has reached its end of life period.

**D. Certification of Authorized Grant:**

Is this item/specification consistent with the Authorized Grant?

Yes

<b>Director of Grants / Federal compliance:</b>	Alisa P Maniger
<b>Signature</b>	<i>Alisa P Maniger</i>
<b>Date</b>	September 24 2025

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

Additional Safety Requirements Attached

false

<b>Chief</b>	Michael J Smith
<b>Signature</b>	<i>Michael J Smith</i>
<b>Date</b>	September 24 2025

**Risk Management:**

ROUTING SHEET

Include Standard Insurance Provisions Only?

true

Include Additional Insurance Requirements Attached ?

false

<b>Risk Management Analyst</b>	Marc L Popkin
<b>Signature</b>	<i>Marc L Popkin</i>
<b>Date</b>	September 24 2025

**F. 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:** \$267,482.64

**Total Projected Cost:** \$233,230.72

**Funding Type:** Federal

**Grants or Capital Project ID:** 2022-FL-03

Federal Funding	State	Local	Other
\$233,230.72			
Projected Fed Cost	State	Local	Other
\$233,230.72			

FTA Grant IDs	Budget Codes
LA2022-022 - 11.42.11	

Funds allocated by multi-year and budget codes:

Year	Amount	Budget Code
Year-1		
Year-2		
Year-3		
Year-4		
Year-5		
<b>Total all years</b>		

<b>Budget Analyst</b>	
-----------------------	--

ROUTING SHEET

Signature	
Date	

**G. DBE/SBE GOAL:**

% DBE	0
% Small Business	0

Director of Small Business Development:	Adonis Charles Expose'
Signature	<i>Adonis Charles Expose'</i>
Date	September 24 2025

DBE/EE Manager	Adonis Charles Expose'
Signature	<i>Adonis Charles Expose'</i>
Date	September 24 2025

**H. Information Technology Dept. vetting.**

IT Director	Sterlin J Stevens
Signature	<i>Sterlin J Stevens</i>
Date	9/24/2025 6:49 PM

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

Department Head	Jacques Robichaux Sr.
Signature	<i>Jacques Robichaux Sr.</i>
Date	September 23 2025

Chief	Ryan Moser
Signature	<i>Ryan Moser</i>
Date	September 24 2025

Director of Procurement	Ronald Gerard Baptiste
Signature	<i>Ronald Gerard Baptiste</i>
Date	September 24 2025

**FOR PROCUREMENT USE ONLY**

Type of Procurement Requested:

SC - State Contract

ROUTING SHEET

**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.

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---

	<b>Required if Total Cost above \$15K</b>
<b>Chief Financial Officer</b>	<b>Gizelle Johnson-Banks</b>
<b>Signature</b>	<i>Gizelle Johnson-Banks</i>
<b>Date</b>	<b>September 26 2025</b>

---

	<b>Required if Total Cost above \$50K</b>
<b>Chief Executive Officer</b>	<b>Lona Edwards Hankins</b>
<b>Signature</b>	<i>Lona Edwards Hankins</i>
<b>Date</b>	<b>September 29 2025</b>

**This spreadsheet is not a purchase order**

**Order Sheet Instructions**

- 1) Only one vehicle configuration may be entered on each Order Sheet. Use a separate Order Sheet for each different vehicle configuration being ordered. The listed configurations are the only configurations available. However, additional configurations may be added to the contract upon request. To request additional configurations, contact the dealer or OSP.
- 2) Enter the number of vehicles being ordered in the tan boxes under either Base Vehicle or Optional Configurations.
- 3) Under Available Exterior Colors, enter the number of vehicles in the tan boxes to the right of the desired color(s). Multiple Colors may be ordered on one Order Sheet.
- 4) Under Optional Equipment, select "Yes" in the tan box if the option is desired. Leave blank or select "No" if the option is not desired. The listed options are the only options available. However, additional options may be added to the contract upon request. To request an option be added to the contract, contact the dealer or OSP.
- 5) The cost per vehicle and total order cost will automatically calculate at the bottom of the Order Sheet.

**MUNICIPAL**

<b>Chevrolet Tahoe PPV</b>	<b>Contract Line</b>	<b>5</b>	<b>Delivery ARO</b>	180-360 Days
<b>State Contract Number</b>	4400023794	<b>Vendor</b>	Gerry Lane Chevrolet	

**Base Vehicle**

Vehicle Description	Order Code	Unit Price	Quantity	Extended Price
RWD with 5.3L EcoTec3 V8 Engine	CC10706-9C1	\$ 49,053.20		\$ -

**Optional Configurations**

Description	Order Code	Unit Price	Quantity	Extended Price
4WD with 5.3L EcoTec3 V8 Engine	CK10706-9C1	\$ 56,458.10	4	\$ 225,832.40

**Available Exterior Colors**

(G6M) Dark Ash		(GXP) Lakeshore Blue	
(GXD) Sterling Gray		(GAZ) Summit White	
(GBA) Black	4		

**Optional Equipment**

Option Description	Option Code	Option Unit Price	Add Option	Extended Price
Front Center Seat (20%) delete	5Y1	NC	Yes	NC
Content Theft Alarm Disable	UTQ	\$ 45.50	Yes	NC
Carpet Floor Covering	B30	\$ 177.45	No	\$ -
Ground Studs	UT7	NC	Yes	NC
Additional Key Fob	AMF	NC	Yes	NC
Safety and Alert Package	PQA	\$ 750.75	Yes	\$ 3,003.00
Front & Rear Flasher	6J7	NC	Yes	NC
Remote Start	BTV	NC	Yes	NC
Lamp, Auxiliary Red and White Dome Light	6C7	\$ 154.70	Yes	\$ 618.80
Inoperative Rear Door Locks and Handles	6N6	\$ 56.42	No	\$ -
Inoperative Rear Windows	6N5	\$ 51.87	No	\$ -



Delete Daytime Running Lamps and Automatic Headlamps	9G8	\$ 45.50	Yes	\$ 182.00
Grill Lamps & Siren Speakers Wiring (Factory only option)	6J3	\$ 83.72	Yes	\$ 334.88
Horn & Siren Circuit Wiring	6J4	\$ 50.05	Yes	\$ 200.20
Aux Speaker Wiring	WX7	\$ 54.60	Yes	\$ 218.40
20" Aluminum Wheels	NZV	\$ 1,001.00		\$ -
Left Spot Light	7X3	\$ 728.00	No	\$ 728.00
Recovery Hooks	V76	\$ 45.50	Yes	\$ 182.00
Cargo Security Shade	VRS	\$ 250.25	Yes	\$ 1,001.00
<b>Police Upfit Options</b>				
WHELEN Municipal Patrol Package	GLC-MPP	\$ 18,291.04	No	\$ -
Marked Patrol C1	GLC-MPP-1	\$ 24,843.18	No	
Marked Patrol C 2	GLC-MPP-2	\$ 24,923.88	No	
Cost for Each Vehicle Plus Options			1 EA	\$ 58,075.17
<b>Additional Costs</b>				
0.35% Contract Administrative Fee				\$ 203.26
LA DEQ Waste Tire Fee (5 tires X \$2.25 each)				\$ 11.25
LA Safety Inspection Sticker - 1 Year				\$ 18.00
Total Cost for Each Vehicle			1 EA	\$ 58,307.68
Total Cost for All Vehicles			4 Vehicles	\$ 233,230.72
<b>Agency Information</b>				
Delivery Point of Contact Name:			LPAA Approval No	
Phone:			Requisition No	
Email:			Shopping Cart	
<b>Vendor Information</b>				
<b>Gerry Lane Chevrolet</b>	Eric Meyers		Vendor No.	<b>310012432</b>
	Phone: 225-268-7160			
	Email: eric.meyers@gerrylane.com			



Board Report and Staff Summary

File #: 25-132

Finance Committee

Renewal of Clever Warranty and Maintenance Agreement

DESCRIPTION: Hardware Warranty and a Software Maintenance Agreement for FY 2026-2028	AGENDA NO:
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 three-year maintenance agreement to Clever Devices Ltd. for the Hardware Warranty and a Software Maintenance Agreement for fiscal years 2026 - 2028 for a total cost not to exceed \$833,146.00.

ISSUE/BACKGROUND:

The agency has undergone several maintenance contracts with Clever Devices and needs a contract renewal to ensure continued hardware warranty agreement and software maintenance. Clever Devices is the vehicle computer-aided dispatch and automatic vehicle location systems (CAD/AVL) installed on RTA buses, streetcars, and ferries. RTA seeks a three-year agreement to ensure seamless service provision.

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. Clever Devices 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, and the Disruption Management software system. The contract will be managed by the Information Technology department.

FINANCIAL IMPACT:

To ensure undisrupted services, RTA seeks a three-year agreement with the following breakdown of annual renewal fees:

FY 2026 - 12/1/2025 to 11/30/2026	
Hardware Warranty & Software Maintenance	\$242,276.00
Ferry Addition	\$3,123.00
Disruption Management	\$24,646.00
Total	\$270,025.00
FY 2027 - 12/1/2026 to 11/30/2027	

Hardware Warranty & Software Maintenance	\$262,898.00
Ferry Addition	\$3,217.00
Disruption Management	\$25,364.00
Discount	-\$13,880.00
Total	\$277,599.00
FY 2028 - 12/1/2027 to 11/30/2028	
Hardware Warranty & Software Maintenance	\$270,360.00
Ferry Addition	\$3,313.00
Disruption Management	\$26,125.00
Discount	-\$14,276.00
Total	\$285,522.00
Three-Year Agreement Total	\$833,146.00

Each year of the agreement will be locally funded for the total listed in the table above. The funding would be available through local funding for a total cost of \$833,146.00 from account number 01-2900-02-7610-101-82-00000-00000.

NEXT STEPS:

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

ATTACHMENTS:

1. Resolution
2. Procurement summary/ Routing sheet
3. 250822.NORTA.Renewal.2025.2028.0063s0000JRTWI

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

Reviewed By: Sterlin Stevens  
 Title: Director of Information Technology

Reviewed By: Gizelle Johnson Banks  
Title: Chief Financial Officer



10/3/2025

Lona Hankins  
Chief Executive Officer

Date



RESOLUTION NO. \_\_\_\_\_

FILE ID NO. 25-132

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO AWARD A THREE-YEAR MAINTENANCE AGREEMENT TO  
CLEVER DEVICES**

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

**WHEREAS**, RTA seeks to authorize the Chief Executive Office to award a three-year maintenance agreement to Clever Devices for software and hardware systems for fiscal years 2026 – 2028; and

**WHEREAS**, The agency has undergone several maintenance contracts with Clever Devices and needs a contract renewal to ensure continued hardware warranty agreement and software maintenance. Clever Devices is the vehicle computer-aided dispatch and automatic vehicle location systems (CAD/AVL) installed on RTA buses, streetcars, and ferries. RTA seeks a three-year agreement to ensure seamless service provision.

FY 2026 - 12/1/2025 to 11/30/2026

Hardware Warranty & Software Maintenance	\$242,276.00
Ferry Addition	\$3,123.00
Disruption Management	\$24,646.00
Total	\$270,025.00



FY 2027 - 12/1/2026 to 11/30/2027

Hardware Warranty & Software Maintenance	\$262,898.00
Ferry Addition	\$3,217.00
Disruption Management	\$25,364.00
Discount	-\$13,880.00
Total	\$277,599.00

FY 2028 - 12/1/2027 to 11/30/2028

Hardware Warranty & Software Maintenance	\$270,360.00
Ferry Addition	\$3,313.00
Disruption Management	\$26,125.00
Discount	-\$14,276.00
Total	\$285,522.00
Three-Year Agreement Total	\$833,146.00

The agency has undergone several maintenance contracts with Clever Devices and is in need of a contract renewal for FY2026 to ensure continued hardware warranty agreement and software maintenance. RTA seeks the total three-year agreement amount of \$833,146.00.; and

**WHEREAS**, 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. 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 for all modes and Disruption Management software system. The contract will be managed by the Information Technology department; and

**WHEREAS**, the funding is currently available through local of \$833,146.00 via account 01-2900-02-7610-101-82-00000-00000; and



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

504.827.8300

[www.norta.com](http://www.norta.com)

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, is authorized to award a three-year contract to Clever Devices Ltd.

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

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

**AND THE RESOLUTION WAS ADOPTED ON THE 24th DAY OF OCTOBER 2025.**

---

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



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

**FOR PROCUREMENT USE ONLY:**

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

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

2. This acquisition is restricted to the following source:

<b>MANUFACTURER</b>	
Manufacturer Name	<b>Clever Devices Ltd</b>
Manufacturer Address	<b>300 Crossways Park Drive, Woodbury, NY 11797-2035</b>
Manufacturer's Dealer/Representative	<b>Mark Jason</b>
Dealer/Representative address and Phone	<b>5163162093, mjason@cleverdevices.com</b>

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

<b>DESCRIPTION</b>	
Materials/Services/Product	<b>Clever Devices Ltd</b>
Estimated Cost	<b>\$833,146.00</b>
Required Delivery Date	<b>September 12, 2025</b>

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

**Annual maintenance and service agreement renewal - Clever Devices is used as the vehicle computer-aided dispatch and automatic vehicle location systems (CAD/AVL) which was installed on the RTA fleet (including ferries). 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. Clever provides data related to the agency's on-time performance and passenger counts. The maintenance agreement will provide the agency with software updates, support for hardware, technical support, and GTFS uploads for schedules. The materials, software and**





services are specific to Clever Devices requiring upkeep and management by Clever Devices specific service agreements. The contract will be managed by the Information Technology department.

**Three year Agreement:**

2025 – 2026 : \$270,025.00  
 2026 – 2027 : \$277,599.00  
 2027 – 2028 : \$285,522.00  
 3-yr total: \$833,146.00

**Funding: Local - 100%**

01-2900-02-7610-101-13-00-00000-00000

**5. Reason for sole-source**

**Material/Service must be compatible**

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

**Unique Capability or Availability**

**Unique or Innovative Concept**

**CERTIFICATION**

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

REQUESTOR	
Request ID #	306
Name	O'SULLIVAN, DORIS
Title	PROJECT MANAGER III
RTA Extention	8380

*O'SULLIVAN, DORIS*

September 4, 2025

**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: Sterlin J Stevens**



*Sterlin J. Stevens*

September 12 2025

Signature

Date

**B. Certification of Authorized Grant:**

Is this item/specification consistent with the Authorized Grant?

**Director of Grants/ Federal Compliance :**

Signature

Date

**C. Safety, Security and Emergency Management:**

Include Standard Safety Provisions Only:

Additional Safety Requirements Attached

Chief: **Michael J Smith**

*Michael J. Smith*

September 17 2025

Signature

Date

**Risk Management:**

Include Standard Insurance Provisions Only?

true

Include Additional Insurance Requirements Attached ?

false

**Risk Management Analyst: Marc L Popkin**

*Marc L Popkin*

September 17 2025

Signature

Date

**D. Funding Source:**

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

Multiple Years allocation if required:

Year	Amount
Year-1	\$270,025.00
Year-2	\$277,599.00
Year-3	\$285,522.00
Year-4	



Year-5	
Total all years	\$833,146.00

Estimated Amount: \$833,146.00

Total Estimated Cost: \$833,146.00

Funding Type: Local

Capital/Grant Project ID:

Federal Funding	State	Local	Other
		\$833,146.00	
Projected Fed Cost	State	Local	Other
		\$833,146.00	

FTA Grant IDs	Budget Codes
	01-2900-02-7610-101-82-00-00000-00000
	01-2900-02-7610-101-82-00-00000-00000
	01-2900-02-7610-101-82-00-00000-00000

Budget Analyst: Erin Ghalayini

*Erin Ghalayini*

Signature

September 12 2025

Date

**E. DBE/SBE GOAL:**

0	% DBE
0	% Small Business

Director of Small Business Development:

Adonis C Expose

*Adonis C Expose*

Signature

September 17 2025

Date

DBE/EEO Compliance Manager::

Adonis C Expose

*Adonis C Expose*

Signature

September 17 2025

Date

**F. Information Technology Vetting:**



IT Director: **Sterlin J Stevens**

*Sterlin J Stevens*

September 18, 2025

Signature

Date

---

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

Chief: **Dwight Daniel Norton**

*Dwight Daniel Norton*

September 17 2025

Signature

Date

---

Director of Procurement: **Ronald Gerard Baptiste**

*Ronald Gerard Baptiste*

September 18 2025

Signature

Date

---

Chief Financial Officer:: Required if Total Cost above \$15K

**Gizelle Johnson-Banks**

*Gizelle Johnson-Banks*

September 21 2025

Signature

Date

---

Chief Executive Officer:: Required if Total Cost above \$50K

**Lona Edwards Hankins**

*Lona Edwards Hankins*

September 22 2025

Signature

Date

---

CLEVER DEVICES'  
HARDWARE WARRANTY  
SOFTWARE MAINTENANCE AGREEMENT  
AND  
TO  
NEW ORLEANS REGIONAL TRANSIT AUTHORITY  
(NORTA)  
FOR  
THREE (3) YEARS

AUGUST 22, 2025

## 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
<b>“Additional Services”</b>	Any future service not defined in this Agreement or included in the Statement of Work or Scope of Work.
<b>“Agreement”</b>	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.
<b>"Bench Fee"</b>	The fee that is charged to a Customer to perform non-warranty repairs.
<b>“Beneficial Use”</b>	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.
<b>"Cloud Hosting" or "Hosted Solution"</b>	Those applications that Clever Devices hosts on its servers and / or cloud service providers’ server as part of the overall ITS solution.
<b>"COTS" or "Commercial Off-The-Shelf"</b>	Equipment or software which are then adapted to satisfy the needs of a Customer Solution
<b>“Customer”</b>	Refers to the Transit Authority who is a party to this Agreement.
<b>“End of Life” or “EoL”</b>	The date at which time a product (software or hardware) will be discontinued from availability.
<b>“End of Sale”</b>	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.
<b>“End of Service Life” or “EoS”</b>	The date at which time service and/or support will no longer be available on a product.
<b>“General Field Service Rates”</b>	Rates for services not covered under a service agreement.
<b>“Hardware Product(s)”</b>	Means the Clever Devices’ goods provided to Customer per the initial agreement between Customer and Clever Devices.

<b>"Hardware Warranty"</b>	It is the repair or replacement of returned faulty hardware during the specified Warranty Period. This applies to onboard equipment provided by Clever Devices.
<b>"Incident Priority"</b>	Priority of an issue based on the impact of the issue.
<b>"Intelligent Transportation System" or "ITS"</b>	The Hardware and software comprising the Clever Devices solution deployed at Customer.
<b>"IT INFRASTRUCTURE LIBRARY" OR "ITIL"</b>	A framework of best practices for delivering IT Services.
<b>"Maintenance"</b>	Support services that are provided above or in addition to the Warranty
<b>"Maintenance Period"</b>	The duration of the maintenance subject to the terms and conditions as specified in Section 3.2 of this Agreement.
<b>"Maintenance Window" or "Maintenance Outage:"</b>	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.
<b>"No Problem Found" or "NPF"</b>	A fully functional product with no need for repair.
<b>"Non-Warranty Repairs"</b>	Any causes defined in the Agreement as not covered by the Hardware Warranty.
<b>"Non-Warranty Product" or "Non-Warranty Parts"</b>	Are products or parts provided that are not covered under this Agreement or any other existing agreement between Clever Devices and Customer.
<b>"OEM Equipment"</b>	That equipment that is not manufactured by Clever Devices. Clever Devices may, provide OEM equipment as part of the solution to the Customer.
<b>"OEM Warranty"</b>	The warranty statement/agreement from OEM Equipment.
<b>"Owner of Failure"</b>	Determination of responsible for product fault based on diagnostics.
<b>"Priority 1 Issue" or "P1" or "Safety"</b>	A technical issue that is related to passenger and operator safety. The scope of the issue affects the entire system, multiple locations or a single user.
<b>"Priority 1 Issue" or "P1" or "Critical Issue"</b>	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.
<b>"Priority 2 Issue" or "P2" or "Major Issue"</b>	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.

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

<b>"Software Updates" or "Software Patches"</b>	<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>
<b>"Software Upgrade(s)"</b>	<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>
<b>"Statement of Work"</b>	<p>The description of the services to be provided under this agreement between Clever Devices and Customer.</p>
<b>"System Acceptance" or "SA"</b>	<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>
<b>"Warranty"</b>	<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>
<b>"Warranty Period"</b>	<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**

John King  
Vice President, Service & Support  
410-365-3633  
jking@cleverdevices.com

### 2.2 TRANSIT AUTHORITY

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

#### **New Orleans Regional Transit Authority Contact**

Contact Name  
Contact Title  
Contact Phone  
Contact Email Address

### **3 TERMS OF AGREEMENT**

#### **3.1 SCOPE OF AGREEMENT**

This Agreement includes a Hardware Warranty and a Software Maintenance Agreement for the listed products, 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 three (3) years from December 1, 2025, through November 30, 2028. 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 December 1, 2025, through November 30, 2028. 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**

Pricing for future/option years is valid only if contracted with the base year and prior to the expiration of the quote validity period. Pricing for subsequent years of support is subject to change based on the prevailing market rate.

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.  
2118 Energy Drive  
Apex, NC 27502  
Attn: Alex, 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
- 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) year 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 section 5.1, Covered Software Products. 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

<b>Customer:</b>	The single end–user organization (license holder of the Software Product) signing this Agreement and authorized to use the Program(s).
<b>Software Product:</b>	The specific Clever Devices licensed product(s).
<b>Software Update(s):</b>	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.
<b>Software Upgrade(s):</b>	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.
<b>Software Maintenance:</b>	The maintenance provided for all components of the Software Product purchased.
<b>Maintenance Period:</b>	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:

<b>Data or Data Backups:</b>	Neither Data nor Data Backups are covered under this agreement. The Customer is responsible for backing up and maintaining their data.
<b>Field Service Labor:</b>	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.
<b>Software Update(s):</b>	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, NORTA 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. 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

NORTA is responsible for reporting all issues discovered 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 Vice President of Service and Support is also notified.

Clever Devices provides agencies three (3) methods for requesting technical support: using a tollfree number, chat or portal. Issues can be reported the following ways:

- By Phone: Via a toll-free Technical Support Service line: 1-888-478-3359, option 2
- Portal: Chat Messaging
- Portal: [CleverCare365.CleverDevices.com](https://CleverCare365.CleverDevices.com)

## 5.5 ISSUE TRACKING AND RESOLUTION

Upon receipt of a support request, our CleverCare365 portal will generate a case, assign a case number and Priority based on customer inputs. 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:

- Date/Time Issue was seen
- Contact phone number and email – if different then the individual reporting it into TAC
- Product name that is experiencing an issue
- Vehicle Number or Serial number if available
- Software version
- Description of issue
- Steps taken by Customer to troubleshoot
- Screenshots/videos of the behavior

### 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	Definition
P1 - Safety	A technical issue that is related to passenger and operator safety. The scope of the issue affects the entire system, multiple locations or a single user.
P1 - Critical	Any event or combination of events which causes 100% loss, outage or availability of Clever Devices infrastructure, or hosted services where there is no viable workaround and the loss of function affects your agency's ability to use contracted services.
P2 - High	Any event or combination of events which causes partial loss, outage, or availability resulting in a serious degradation of Clever Devices infrastructure or hosted service which partially prevents the use of a contracted service or some of its features.
P3 - Medium	Impaired performance of any specific Clever Devices infrastructure, application or vehicle subsystem which affects the performance of the contract service but does not substantially prevent normal operations. The technical issue relates to minor limitations in functionality and alternative workarounds may be available.
P4 - Low	Clever Devices infrastructure, applications, or vehicle subsystems are functioning properly and the technical issue is unrelated to performance of the equipment, application, or service. Includes informational items, product enhancement, or other solution requests.

## 5.6 TRACK AND RESOLVE ISSUE

Clever Devices utilizes 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 NORTA, 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

<b>Upgrade and Update Installation/Deployment Labor:</b>	Clever Devices can offer assistance to help NORTA 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.
<b>Custom Enhancements:</b>	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.
<b>Integration:</b>	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 (COTS) SOFTWARE**

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, Sequel 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.

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## 6 ADDITIONAL SCOPE OF WORK

Please see Attachment C, if applicable.

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## 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: Dean Roussinos  
(Print)

Title: Executive Vice President

Dated: \_\_\_\_\_

New Orleans Regional Transit Authority

**CUSTOMER**

By: \_\_\_\_\_  
(Signature) Authorized Representative

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

## ATTACHMENT A – LIST OF COVERED HARDWARE PRODUCTS

Product	Quantity
IVN4 - IVN4 is End of Support 12/31/2025	38
IVN-R	69
IVN5	83
TCH	118
TCH - Zero Client	135
EA Switch	187
AVC Microphone	29
ETS Microphone	3
Multi-Band Antenna (5-element)	190
URLC	121
URLC-R	69
Interior LED Sign	184
CleverVision Display 29"	29
CleverVision Display 37"	29
Hella APS-R	106
DA250	190
IBR 1700-500 Router (CD Part # 5800-)	32
APX-4500 Radio	3

## ATTACHMENT B – LIST OF COVERED SOFTWARE PRODUCTS

Product	Quantity to Support 187 Vehicles
AVM	1 <sup>(2)</sup>
BusLink/DataLink	1
BusTime	1
CleverVision Content Manager (Perpetual and SaaS)	1 <sup>(3)</sup>
CleverWorks	1
CleverCAD	1
CleverCAD Mobile	1
CleverReports	1
DCC	1
Disruption Management	1
On-board Software (BusWare as applicable including DVR integration, Pre-Trip Inspection, Text-To-Speech (Eng and Spanish), Radio Integration and Turn-By-Turn)	1
RideCheck+	1 <sup>(4)</sup>

<sup>(2)</sup> AVM not applicable for Streetcars and Ferries.

<sup>(3)</sup> CleverVision Content Manager: Perpetual licenses for 113 Fixed-Route buses + 66 Streetcars, and SaaS for 29 Fixed-Route buses.

<sup>(4)</sup> **Ridecheck Plus End of Life is December 31, 2025:**

Clever Devices will no longer release updates to Ridecheck Plus desktop, hosted, or tablet software.

**Ridecheck Plus End of Service is August 1, 2026:**

Ridecheck Plus desktop, hosted, or tablet software will continue to process APC data and generate reports until August 1, 2026.

Additional Product	Quantity
General Console Adapter	4

## 8 – PRICING

### 8.1 CONFIDENTIAL QUOTATION

<b>ATTN:</b>	Sterlin Stevens	<b>DATE:</b>	August 22, 2025
<b>COMPANY:</b>	New Orleans Regional Transit Authority (NORTA)		
<b>EMAIL:</b>	sstevens@rtaforward.org	<b>OPP ID #:</b>	0063s00000JRTWI
		<b>PR #:</b>	10697
<b>ADDRESS:</b>	2817 Canal Street New Orleans, Louisiana 70119	<b>RE:</b>	NORTA - Fixed Route SW and HW Maintenance 12/1/2025 - 11/30/2028
<b>PHONE:</b>			

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

Item	Qty	Description	Unit Price	Extended Price
<b>12/1/2025 - 11/30/2026</b>				
1	1	Clever Devices HW Warranty and Software Maintenance	\$242,276.00	\$242,276.00
2	1	Ferry Addition	\$3,123.00	\$3,123.00
3	1	DM Addition	\$24,626.00	\$24,626.00
			<b>Total</b>	<b>\$270,025.00</b>
<b>12/1/2026 - 11/30/2027</b>				
4	1	Clever Devices HW Warranty and Software Maintenance	\$262,898.00	\$262,898.00
5	1	Ferry Addition	\$3,217.00	\$3,217.00
6	1	DM Addition	\$25,364.00	\$25,364.00
			Management Discount	-\$13,880.00
			<b>Total</b>	<b>\$277,599.00</b>
<b>12/1/2027 - 11/30/2028</b>				
7	1	Clever Devices HW Warranty and Software Maintenance	\$270,360.00	\$270,360.00
8	1	Ferry Addition	\$3,313.00	\$3,313.00
9	1	DM Addition	\$26,125.00	\$26,125.00
			Management Discount	-\$14,276.00
			<b>Total</b>	<b>\$285,522.00</b>
			<b>Grand Total</b>	<b>\$833,146.00</b>

**Notes:**

- As the scope and impact of recent and future tariffs are still to be determined, we are staying abreast of updates and taking all necessary steps to mitigate the impact on our customers. This quotation does not reflect fees that the Purchaser may have to pay as a result of applicable tariffs.

In the event circumstances outside of our control force us to revisit the price or schedule, we will communicate this prior to acceptance of a purchase order and revise this quotation accordingly. We will continue to work closely with our suppliers to minimize increases in prices and lead times.

- Management discount is only valid if a 3 year contract is executed.

**Payment Milestones:**

- Invoices for annual services will be issued 30 days prior to the start of the contract term

**Primary Customer Point of Contact:**

Mark Jason  
Strategic Account Manager  
mjason@cleverdevices.com  
516-316-2093

**Prepared By:**

Michael Criscuolo  
Senior Financial Analyst



Board Report and Staff Summary

File #: 25-134

Finance Committee

Contract Award to IV Waste, LLC for Non-Hazardous Waste Disposal Services

DESCRIPTION: Contract/Purchase Order to IV Waste for Non-Hazardous Waste Disposal 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:

To authorize the Chief Executive Officer to award a four-year contract to the successful bidder IV Waste, LLC regarding IFB No. 2025-026 for non-hazardous waste disposal services in the amount of \$144,006.08.

ISSUE/BACKGROUND:

The Regional Transit Authority’s (RTA) current contract for non-hazardous waste disposal services is scheduled to reach its expiration in October 2025. In preparation for the conclusion of this agreement, RTA initiated a competitive procurement process to secure a new service provider. Through this process, proposals were solicited from qualified contractors with the expertise and capacity to deliver comprehensive non-hazardous waste disposal services. The scope of work outlined in the solicitation requires contractors to furnish all necessary labor, equipment, and materials to ensure the safe, efficient, and compliant collection, removal, and disposal of non-hazardous waste. These services are to be performed at multiple RTA facilities, including the Canal Facility, the East New Orleans Facility, and the Carrollton Facility, each of which plays a critical role in supporting RTA’s transit operations. The intent of the procurement is to identify a contract capable of maintaining consistent waste management practices that support regulatory compliance, environmental stewardship, and the uninterrupted functioning of RTA’s facilities.

DISCUSSION:

IV Waste, LLC is the successful bidder to properly manage and remove non-hazardous waste at all RTA real property locations.

FINANCIAL IMPACT:

This four-year contract/purchase order will be in the amount of \$144,006.08 (\$36,001.52 annually) through account code 01-2843-99-7155-166-00-00000-00000 based on Non-Hazardous Waste Services IFB 2025-026.

NEXT STEPS:

Upon RTA board approval, staff will issue a notice to proceed to IV Waste, LLC and initiate services.



ATTACHMENTS:

1. Board Resolution
2. Procurement Summary IFB 2025-026
3. Bid Response Summary - IFB 2025-026
4. ICE
5. Notice of Intent to Award Letter

Prepared By: Shirelle LaMothe-Lodge  
Title: Facilities Manager

Reviewed By: Ryan Moser  
Title: Chief Asset Management Officer

Reviewed By: Gizelle Banks  
Title: Chief Financial Officer



10/6/2025

Lona Edwards Hankins  
Chief Executive Officer

Date



RESOLUTION NO. \_\_\_\_\_

FILE ID NO. 25-134

STATE OF LOUISIANA

PARISH OF ORLEANS

---

**AUTHORIZATION TO AWARD A CONTRACT/PURCHASE ORDER TO IV WASTE LLC FOR NON-HAZARDOUS WASTE DISPOSAL SERVICES**

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

**WHEREAS**, the Regional Transit Authority (RTA) requested proposals from qualified contractors to provide hazardous waste disposal services, including identification, labeling, collection, transportation, and disposal of hazardous waste in accordance with applicable state and federal laws. By seeking proposals from qualified contractors; and

**WHEREAS**, the agency issued invitation for bids (IFB 2025-026) seeking qualified contractors to provide non-hazardous waste disposal services at RTA’s Canal Facility, East New Orleans Facility, and Carrollton Facility; and

**WHEREAS**, IV Waste LLC submitted the successful bid to properly manage and remove non-hazardous waste at all RTA real property locations; and

**WHEREAS**, funding for the four-year contract/purchase order is made available through account code 01-2843-99-7155-166-00-00-00000-00000, with a total cost not to exceed **ONE HUNDRED FORTY-FOUR THOUSAND SIX DOLLARS AND EIGHT CENTS (\$144,006.08)**; and



RESOLUTION NO. \_\_\_\_\_

Page 2

**NOW, THEREFORE, BE IS RESOLVED**, by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, is authorized to award a contract/purchase order to IV Waste for non-hazardous waste disposal services.

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

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

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

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

**ABSENT:** \_\_\_\_\_

**AND THE RESOLUTION WAS ADOPTED ON THE** Choose an item. **DAY OF OCTOBER, 2025.**

---

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

## PROCUREMENT SUMMARY - IFB 2025-026

### REQUIREMENTS

Board approval is required for this solicitation for Non-Hazardous Waste Disposal Services. There was no DBE goal established for this solicitation per the RTA Routing Sheet.

#### Procurement Policy:

The Independent Cost Estimate for this procurement is \$37,107.00, which exceeds the Small Purchase threshold of \$25,000.00; therefore, in compliance with the Regional Transit Authority of New Orleans Procurement Policies and Procedures Manual, Section VII.B., this procurement shall be conducted through formal advertising (competitive means).

#### Procurement Method:

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

### SOLICITATION

Invitation for Bids (IFB) No. 2025-026 Public Notice was published in The Advocate, RTA's website, & RTA's Procureware site. The Public Notice and the IFB 2025-026 bid documents were posted on the RTA website beginning July 25, 2025. The IFB submittal deadline was August 22, 2025, at 1:00 pm.

### IFB SUBMITTAL

The Bid Opening Meeting was conducted on August 22, 2025, at 1:00 pm.

Required documents included: Unit Price Form, Non-Collusion Affidavit, Insurance, Participant Information Form, and Certificate of Insurance.

### DETERMINATION

There were two (2) bids received, and both were determined responsive and responsible.

### SUBMITTAL ANALYSIS

<u>Respondents</u>	<u>Pricing</u>
River Parish Disposal	\$52,758.88 (4yrs = \$211,143.52)
IV Waste, LLC	\$36,001.52 (4yrs = \$144,006.08)

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

### SUMMARY

Based on the information above, the bids received were prepared and sent to the Procurement Department for further review.

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

Procurement Department recommends awarding the lowest responsive and responsible bidder, IV Waste LLC.

Recommendation submitted to the requesting department on August 25, 2025. **Board Approval is required.**

## Bid Response Summary

**Bid Number** IFB 2025-026  
**Bid Title** Non-Hazardous Waste Disposal  
**Due Date** Friday, August 22, 2025 1:00:00 PM [(UTC-06:00) Central Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** IV Waste, LLC  
**Submitted By** Sidney Torres - Friday, August 22, 2025 11:57:59 AM [(UTC-06:00) Central Time (US & Canada)]  
Sales@ivwaste.com 5042246670

### Comments

### Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	IFB 2025-001	please upload bid documents	RTA Waste IFB #2025-026 8.22.25.pdf

**NON-HAZARDOUS WASTE DISPOSAL BID**

**NEW ORLEANS REGIONAL TRANSIT AUTHORITY**

**IFB 2025-001**

**Address:** 2817 Canal Street, New Orleans, LA, 70119

**Telephone:** 504-248-3900

**IV Waste, L.L.C.**

730 S Pierce Street, New Orleans, LA 70119

504-224-6670 (Office)

866-410-0061 (Fax)

[www.ivwaste.com](http://www.ivwaste.com)



**IFB-2025-001 BID PROPOSAL**

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IFB 2025-001

Points of Contact: Sidney Torres IV/ Julie Tufaro

Telephone Numbers: 504-224-6670

State of LA Contractor's License# 56848

LA DEQ Waste Hauler License# T-071-14233

LA DEQ Agency Interest # 213245

IV Waste, L.L.C. is pleased to submit this bid proposal in response to The New Orleans Regional Transit Authority request for weekly service for 4 units located at three separate locations across New Orleans. These units will be located at 2817 Canal Street, 3900/3901 Desire Parkway, and 8201 Willow Street. We understand the bid requirements and are ready and able to provide Non-Hazardous Waste disposal services for The New Orleans Regional Transit Authority.

We have read and understood the Request for Proposal package, its dates, deadlines, definitions, and requirements of the package. We have delivered our sealed proposal to The New Orleans Regional Transit Authority electronically on August 21st, 2025.

We understand the work described in the bid. We are willing to perform those services and enter into a contract with The New Orleans Regional Transit Authority. Our service will include all labor, equipment and materials necessary for the solid waste collection and disposal of 4 units located at 2817 Canal Street, 3900/3901 Desire Parkway, and 8201 Willow Street.

Respectfully Yours,

A handwritten signature in black ink, appearing to read "Sidney D. Torres", is written over a horizontal line.

Sidney D. Torres, IV, President IV Waste, L.L.C





## PROPOSER QUALIFICATIONS AND EXPERIENCE

IV Waste, LLC is locally owned and operated. IV Waste is owned by Sidney Torres, IV the former owner of SDT Waste and Debris Services, LLC ("SDT"). IV Waste is an insured and licensed company able to provide the service requested by The New Orleans Regional Transit Authority.

IV Waste LLC is a "leading" company in the state of Louisiana, charged with the responsibility of serving daily waste management needs through different cities and parishes across South Louisiana. IV Waste understands the complexity of various waste streams and has the expertise and staff to assess, develop, and implement a plan for responsible, safe, and efficient service provided to all its customers.

IV Waste LLC began operations on August 1st, 2016, with the main focus of providing commercial trash service collection in the New Orleans Metro Area, it later expanded their services to other lines of business. During the past 7 years, IV Waste has experienced tremendous growth and it is now the main trash collection service provider for over 100,000 residential customers and over 5,000 commercial customers in over a dozen cities and 3 parishes around the New Orleans metropolitan area.

IV Waste's robust business model, strong management team, and dedicated team of employees have been the foundation for the company's continued success. The company is headquartered in Mid City New Orleans where it operates a strategically located state of the art facility that allows the company to provide its customers with best quality of service and prompt response when needed.



IV Waste possesses a strong business model that has allowed the company to develop a competitive advantage in the industry, which also has allowed the company to achieve long term sustainable growth while still offering a premium great quality service. Throughout its existence, IV Waste has never missed any garbage pickups or left any of its customers without a service.

The company possesses a successful proven track in asset management which has provided IV Waste with enough excess capacity to increase operational needs in short periods of time. IV Waste's top management team has over 50 years of combined work experience in the waste management business. The company owner and founder Sidney Torres IV started his first garbage collection company SDT Waste and Debris in 2006. The core management team at IV Waste is made up of some of the best talent from SDT Waste and Debris, all these key employees know the level of service that is expected by Mr. Torres and always perform to this level of expectation. IV Waste's strong team approach provides the company with a very dynamic and diverse management team that shares a strong organizational culture.

IV Waste currently employs over 200 people, all employees are treated like family. Some of these individuals are long-time employees of Mr. Torres and have close ties to the organization. The company puts a lot of value into employee commitment and satisfaction, IV Waste provides all its personnel with competitive pay and a full array of employee benefits.

As long-term local resident and business owner, Sidney Torres is also committed to make the New Orleans Metropolitan area a better place to live. The dedication to his businesses, strong commitment to stakeholders, and outstanding service to his customers have positioned his business enterprises among some of the best in the region.



Mr. Torres and IV Waste's strong ties to the local community have helped them achieve a strong sense of responsibility for the needs and the quality of life of residents and businesses in the community. This was particularly evident when the residents of New Orleans were in dire need of trash collection services in 2021, IV Waste stepped into the plate to serve the residents of New Orleans. During those challenging times, the City of New Orleans was faced with poor quality service from the existing contractor. In a short period of time, IV Waste demonstrated its responsiveness and commitment to the people of New Orleans by stepping in and being proactive, innovative, and creative with the recovery and clean-up efforts.

Another great achievement of Mr. Torres which had a direct impact to the City of New Orleans, was to be an intrinsic part in the cleaning of the New Orleans French Quarter in 2008. Sidney Torres IV brought back to the French Quarter a sense of pride that had been lone gone. For this great service to the City of New Orleans and the French Quarter, Mr. Torres was given the keys to the city and received ample recognition from both the mayor and the New Orleans City Council.

IV Waste's president, Sidney Torres IV, promises to offer competitive prices and to provide the best possible service to all their customers, while providing brand new equipment and state of the art technology for enhanced productivity. IV Waste currently has a fleet of Roll-Off, Frontload, and Rear load trucks that serve communities in the New Orleans metropolitan area. The company also has a fleet of over 3,500 containers which include roll-off, front load, and rear loader.

IV Waste has proven to be more efficient than its competitors, it employs environmentally safe procedures, and is pro-active in addressing issues regarding solid waste and debris collection and related cleaning services.

IV Waste has also in place a Fleet Safety Program to promote and ensure consistent guidelines for the safe and proper operation of its fleet and the safety of its employees and the public. This program has resulted in reducing injuries, saving lives, and improving efficiency in operations.



IV Waste's Fleet Safety Program includes the following guidelines to ensure consistency within IV Waste and allow for better management and employee accountability:

- Driver Qualification - each employee has completed a Driving Record Report which has been verified by obtaining a driving record abstract from the state Motor Vehicle Department.
- Vehicle and equipment maintenance – in the event of an accident, IV Waste vehicles are spec'd with reasonable safety features including rear window defogger/wipers, passenger side rear view mirrors, air bags, anti-lock brakes, etc. Each vehicle will be maintained according to the vehicle's owner's manual; all maintenance and repairs will be recorded and retained on file. A manager inspects each employee's vehicle daily and each delivery vehicle will be inspected annually along with an Annual Driver Automobile Self-Inspection Report.
- Accident reporting and investigation - all accidents will be immediately reported, and an IV Waste supervisor will investigate each scene personally. Each accident will be evaluated within seven days to determine cause and preventability, utilizing the "Guide for Determining Preventability."
- Driver supervision and training - Annual motor vehicle department reports will be run on each employee assigned a company vehicle. Fleet safety will be rewarded in the salary or bonus program. Employees who incur two moving violations and/or at-fault accidents in 12 months will be required to attend a state approved defensive driving course. If employees incur three moving violations and/or at-fault accidents in one, they will lose their driving privileges until such time as management deems appropriate. A follow-up state approved defensive driving course will be mandatory.



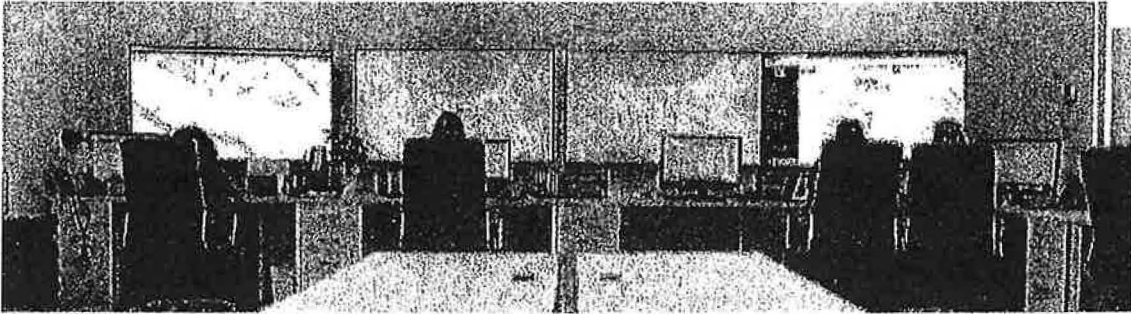
- IV Waste uses iMobile along with 3rd Eye Camera system to manage the fleet of trucks. iMobile is an app-based platform on iPads mounted in the trucks providing drivers real-time access for routes and other customer data. "Accountability and transparency will be available for all of our customers through our technology and GPS tracking ready on each truck. Every customer will have a unique geocode that allows us to know exactly when the truck makes the pickup or when the truck will be at the location. We pride ourselves on using technology to make us accountable for delivering the highest level of service."-Sidney D Torres IV.

A National Safety Council study determined that companies without a formal fleet safety program average over three times the accidents per vehicle annually compared to companies with a formal program. Upon hire, each employee of IV Waste is required to sign off on the Fleet Safety Program.

To ensure safety and operational standards, IV Waste fleet is inspected daily by the company's team of dedicated mechanics. Mechanical issues are addressed immediately to provide optimal operation of all company assets.



## TECHNICAL APPROACH



### **Technology**

Each truck will have a multifunction LED Strobe Light System, a two-way radio communication system, real time Global Positioning System (GPS), 360-degree camera system and iPad. The camera system will consist of (7) five separate cameras installed on each truck that will video the front, back and sides of the truck while the truck is in operation during all collection times.

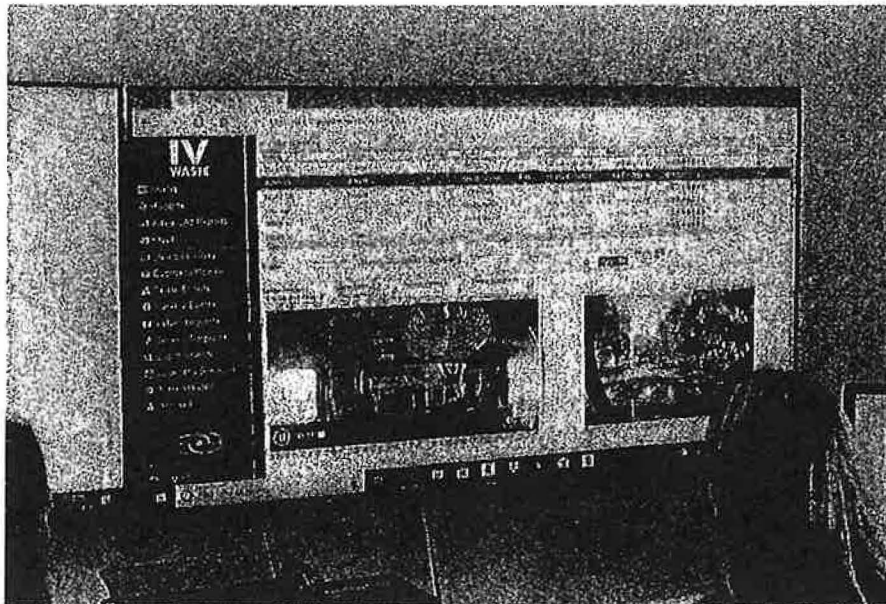
IV Waste uses the newest technology in our garbage trucks. This technology is called iMobile and it is integrated with our billing software and 3rd Eye Digital Fleet Solutions. iMobile is an app installed on an iPad which is mounted in our trucks and it gives our drivers real-time access to route data and give our customers and staff the most up-to-date information available. The driver can capture images of any issues encountered during route with the iPad. IV Waste's dispatchers receive real-time updates of service, work order statuses, and images that attach to work orders for cans that are not able to be serviced or cans that may require extra service. The tracking system on every vehicle gives IV Waste the resources to get the job done efficiently. There is a 3rd Eye Camera system installed in the front and rear of the trucks that records everything while the truck is powered on. The video generated from the trucks is live streamed in our dispatch office. We can see what the driver is always seeing. All this technology will be at the use and disposal of The New Orleans Regional Transit Authority, IV Waste is able



to generate reports for its customers and provide them with access to this technology to improve overall service. IV Waste also keeps backup trucks in their fleet to mediate with any unforeseen events that could result in a route disruption and to ensure that all scheduled services are provided without interruption.

The iMobile and 3rd Eye Digital system both have GPS functions that create a breadcrumb trail showing the path of the truck on the route. The dispatcher verifies monitors the routes of all of the trucks checking that no stops are missed.

The entire fleet of garbage trucks at IV Waste is equipped with multiple onboard cameras that record video continuously while the truck is in operation from 3rd Eye Digital. 3rd Eye Digital (3rd Eye) is the best fleet management tool to modify drivers' behavior, reduce accidents and ensure that all customers are serviced daily. 3rd Eye always allows management to know what's happening with each of our vehicles and drivers and provides us with the tools to help management make smarter, more productive decisions that helps IV Waste achieve consistent and reliable service to customers.





Live video streaming allows our dispatchers at the office to watch the trucks on a large LCD Monitors as they are on route servicing our customers. 3rd Eye provides camera feeds that can be accessed remotely – which provides real time information as of what's happening around the vehicle in real time. These technical capabilities will allow IV Waste to provide any information in regards to routes and garbage collections at their request. The cameras are strategically placed around the vehicle to give viewers a three-hundred-and-sixty-degree view of the vehicle's surroundings.

The live camera feeds provide a virtual ride along for management – as the viewer gets to see what the driver sees – as well as what is being captured via the other cameras. This is particularly valuable for driver and operator training purposes, as well as to be used for driver training and quality improvement. This feature is particularly valuable for verifying that all customers are serviced on the scheduled route and for post-accident fault investigation. Having the ability to download the footage quickly can give our customers assurance that they were serviced, and it can be the difference between being cited or being exonerated if the truck was involved in an accident. 3rd Eye features a Positive Service Verification, which is real-time video-based evidence to ensure our customers have been serviced and the can or container has been dumped.

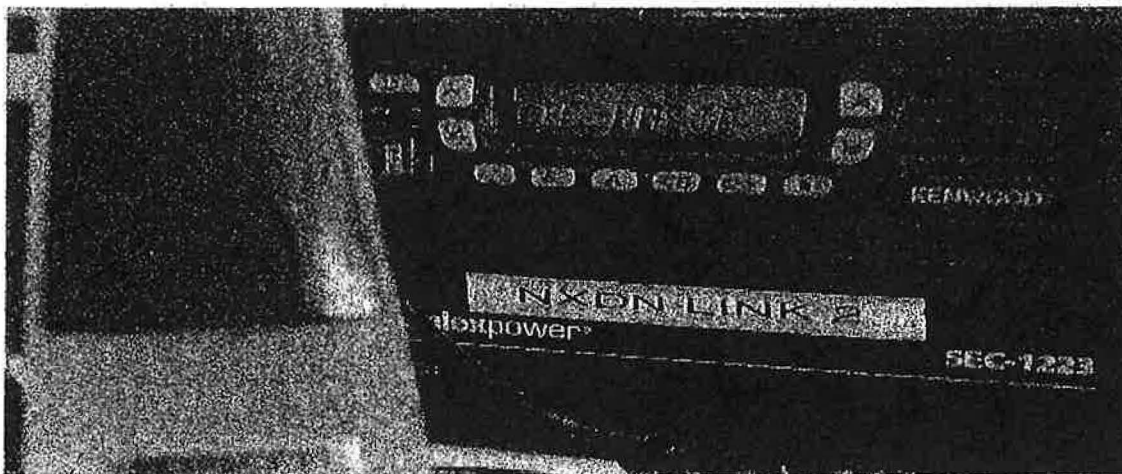
Through both GPS route tracking, combined with video affirmation, a claim of no service can easily be investigated and resolved by receiving video footage of our truck at the service location that is in question. The video footage is sent to us from 3rd Eye in the format of a web link that the user can click on and watch video from the cameras on the truck 30 seconds before the truck arrives at the location, while at the location and up to a minute after the truck leaves the location.

The video will allow the viewer to see all of the camera views on the truck in multiple boxes on the screen at the same time. There are multiple benefits of having the 3rd Eye system integrated in our fleet. It allows us to monitor our driver's behaviors from the dash camera.





The dash camera identifies risky behaviors, and it generates a notification to review. These notifications are reviewed daily by the dispatcher and manager. The notification is used in coaching sessions with the drivers and helpers. These coaching sessions are normally used to reward or correct employee behaviors. Drivers must always wear their seat belts and if a driver does not have on their seat belt the system will generate an infraction report for the non-use of the seat belt while the vehicle was in motion. The infraction report is then reviewed with the video of the infraction with the driver as a coaching session. These coaching sessions have been extremely effective in changing drivers' behavior and enforces safety awareness.



#### **EQUIPMENT**

Two serve this contract, IV Waste will be assigning 2 Rear Load trucks (1 active and 1 backup truck).



# BID FORMS



**BUY AMERICA**

**CERTIFICATE OF COMPLIANCE WITH SECTION 165(a)**

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

Date 8/21/25

Signature [Handwritten Signature]

Company Name IV WASTE, LLC

Title OWNER / PRESIDENT

RTA Project No. 2025-001



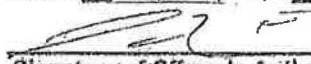
**CERTIFICATION ON PRIMARY PARTICIPANT  
REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS**

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

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

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

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

COMPANY IV WASTE, LLC  
 ADDRESS 730 S PIERCE ST NEW ORLEANS LA 70119  
 DATE 8/21/25  
  
 Signature of Offeror's Authorized Representative



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

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

COMPANY IV WASTE, LLC

ADDRESS 730 S PIERCE ST, NEW ORLEANS LA 70119

DATE 8/21/25



Signature of Offeror's Authorized Representative



CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, SIDNEY D. TORRES, IV hereby certify on  
(Name and Title of Officer/Official)

behalf of IV WASTE, LLC that  
(Name of Offeror)

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

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

Executed this 31 day of JANUARY, 2025.

by SIDNEY D. TORRES, IV

Witnesses [Signature]  
(Signature of Authorized Official)

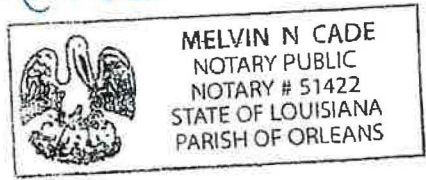
OWNER / PRESIDENT  
(Title of Authorized Official)

Sworn to and subscribed before me on this 31<sup>st</sup> day of JANUARY, 2025

Notary Public In and For ORLEANS Parish/County

State of LOUISIANA

[Signature]  
17





NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA

PARISH OF ORLEANS

SIDNEY TORRES, IV, being first duly sworn, deposes and says that:

(1) He is (Owner) (Partner) (Officer) (Representative) or (Agent), of IV WASTE LLC, the Contractor that has submitted the attached bid;

(2) Such Bid is genuine and is not a collusive or sham Bid.

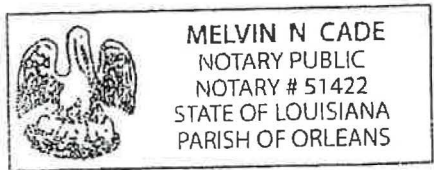
(3) The attached bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put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

Signed: [Signature]

Title: OWNER / PRESIDENT

Sworn to me and subscribed in my presence this 31<sup>ST</sup> day of JANUARY, A.D., 2025

[Signature]  
NOTARY PUBLIC





**PARTICIPANT INFORMATION FORM**

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

Firm Name IV WASTE, LLC  
Firm Address 730 S PIERCE ST, NEW ORLEANS LA 70119  
Telephone Number 504-224-6670  
Fax Number 866-410-0061  
E-Mail Address \_\_\_\_\_

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

Age of the firm 9 YEARS

Annual gross receipts of the firm NORTH OF 50MM ANNUALLY.

Prime or Sub-Contractor N/A

NAICS code(s) 562111

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

Signature [Signature]

Title OWNER / PRESIDENT

Date 8/21/25

RTA Project No. 2025-001

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



**1.13 SINGLE BID RESPONSE**

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

**1.14 BID WITHDRAWAL**

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

**1.15 AWARD PROCEDURE**

Within a reasonable time after the bid opening, the RTA will transmit the contract documents to the successful bidder. The contract documents will, at a minimum, consist of this Invitation for Bids, the Contractor's bid, RTA's standard contract provisions and provisions required by FTA.

**1.16 UTILIZATION OF MINORITY AND WOMEN OWNED BANKS**

All bidders are hereby encouraged to utilize the services of minority and women owned banks. The RTA's DBE Specialist is knowledgeable about such services. Any questions or concerns should be directed to the DBE Specialist at RTA's offices, 2817 Canal St., New Orleans, LA. (504) 827-8301.

**1.17 ADDENDA**

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

Addendum No. 1, dated 8/15/25

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

IFB NO. 2025-001

IV Waste, LLC  
Company Name

[Signature]  
Company Representative



# PRICING PROPOSAL



# UNIT PRICE FORM

SOLICITATION NUMBER: 2025-026  
 DESCRIPTION: Non-Hazardous Waste Disposal  
 OPEN DATE: July 24, 2025  
 DUE DATE: August 22, 2025

LINE	ITEM DESCRIPTION	UOM	QTY	UNIT COST	TOTAL COST (annual rate)
1	Location: Canal Street Six (6) Dumpsters Size: 8Yds Pickup four (4) times a week: Monday, Tuesday, Wednesday, and Friday	Per Week	52	572.16	29,752.32
2	Location: ENO Garage – Two (2) Dumpsters Size: 8yds Pickup once a week	Per Week	52	47.68	2,479.36
3	Location: ENO Administrative Building – One (1) Dumpster Size: 4yds Pickup once a week	Per Week	52	14.24	740.48
4	Location: Carrolton – Two (2) Dumpsters Size: 8yds Pickup once a week	Per Week	52	47.68	2,479.36
5	Dumpster Delivery Fee	Each	11	50.00	550.00

TOTAL BASE BID: 36,001.52 annually

VENDOR NAME: IV Waste LLC  
 VENDOR ADDRESS: 730 S. Pierce Street  
 NAME OF AUTHORIZED SIGNATORY: Sidney P. Torres IV  
 TITLE OF AUTHORIZED SIGNATORY: owned / President  
 SIGNATURE OF AUTHORIZED SIGNATORY: [Signature]  
 DATE: 8.22.25



# State of Louisiana



## State Licensing Board for Contractors

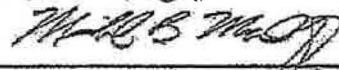
This is to Certify that: **IV TORRES, L.L.C.**  
730 S. Pierce St  
New Orleans, LA 70119

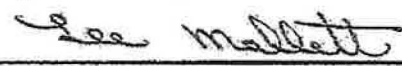
is duly licensed and entitled to practice the following classifications


SPECIALTY: INDUSTRIAL CLEANING AND MATERIAL/WASTE HANDLING



Witness our hand and seal of the Board dated,  
Baton Rouge, LA 20th day of April 2022

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Treasurer

Expiration Date: April 19, 2025

License No: 56848

This License Is Not Transferrable



## UNIT PRICE FORM

SOLICITATION NUMBER: 2025-026  
 DESCRIPTION: Non-Hazardous Waste Disposal  
 OPEN DATE: July 24, 2025  
 DUE DATE: August 22, 2025

LINE	ITEM DESCRIPTION	UOM	QTY	UNIT COST	TOTAL COST <small>(annual rate)</small>
1	Location: Canal Street Six (6) Dumpsters Size: 8Yds Pickup four (4) times a week: Monday, Tuesday, Wednesday, and Friday	Per Week	52	572.16	29,752.32
2	Location: ENO Garage – Two (2) Dumpsters Size: 8yds Pickup once a week	Per Week	52	47.68	2,479.36
3	Location: ENO Administrative Building – One (1) Dumpster Size: 4yds Pickup once a week	Per Week	52	14.24	740.48
4	Location: Carrolton – Two (2) Dumpsters Size: 8yds Pickup once a week	Per Week	52	47.68	2479.36
5	Dumpster Delivery Fee	Each	11	50.00	550.00

TOTAL BASE BID: 36,001.52 annually

VENDOR NAME: IV Waste LLC  
 VENDOR ADDRESS: 730 S. Pierce Street  
 NAME OF AUTHORIZED SIGNATORY: Sidney D. Torres IV  
 TITLE OF AUTHORIZED SIGNATORY: owner / President  
 SIGNATURE OF AUTHORIZED SIGNATORY: [Signature]  
 DATE: 8-22-25



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

504.827.8300

[www.norta.com](http://www.norta.com)

August 25, 2025

RE: Notice of Intent to Award  
IFB #2025-026 - Non-Hazardous Waste

via email

Dear Mr. Torres:

After careful evaluation of the bids received in response to the above-referenced solicitation, The Regional Transit Authority Procurement Department has determined your company, IV Waste LLC, as the lowest, responsive, and responsible bid, for \$43,047.68 (forty-three thousand forty-seven dollars and sixty-eight cents), and recommends your company for a four-year agreement totaling \$144,006.08 (one hundred forty-four thousand six dollars and eight cents). Pending Board approval, the contract and purchase will be prepared.

Shirelle Lodge is the contact person for this project. She can be reached at (504) 827-8482.

If you have any questions regarding this award, please contact me at (504) 827-8337.

Regards,



Ronald Baptiste  
Procurement Director  
New Orleans Regional Transit Authority

cc Ronald Baptiste, Director of Procurement  
Shirelle Lodge, Facilities Manager of Infrastructure and Planning  
Leah LeBlanc, Contract Administrator