



2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority Board of Commissioners

Meeting Agenda - Final-Revised

Tuesday, June 25, 2024

10:00 AM

RTA Board Room

The New Orleans Regional Transit Authority (RTA) hereby declares that, in accordance with La. R.S. 42:17.1 (A)(2)(a)-(c), a meeting will be held in person on Tuesday, June 25, 2024 at 10:00 a.m. Meetings start at the scheduled time, but may be delayed until a quorum of the Commissioners is present. The agency's website will stream the in-person meeting live, and wearing masks in the boardroom is optional.

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

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

1. Call to Order

2. Roll Call

3. Consideration of Meeting Minutes

[Board of Commissioners Meeting Minutes - May 28, 2024]

[24-062](#)

4. Reports

A. RTA Chairman's Report

B. Operations & Administration Committee Chairman's Report

C. Finance Committee Chairman's Report

- D. Jefferson Parish Report
- E. RTA General Counsel's Report
- F. RTA Chief Executive Officer's Report
- G. Chief of Staff Legislative Update
- H. Operations Update
- I. RTA Chief Financial Officer's Report

5. Consent Agenda

- FY 2024 ADP Annual Services [24-017](#)
- Office of Internal Audit and Compliance's Confidentiality Policy (GEN12) [24-011](#)
- Paratransit Buses [24-021](#)
- Universal Accessibility Study [24-024](#)
- New Orleans East Bus Wash Repairs [24-034](#)
- Canal Street Bus Wash Replacement [24-035](#)
- CleverVision Replacement Pilot [24-044](#)
- A Cooperative Endeavor Agreement (CEA) between Jefferson Parish and the Regional Transit Authority (RTA) [24-045](#)
- ENO Air Compressors [24-049](#)
- CY 2023 Louisiana Compliance Questionnaire [24-050](#)

6. Authorizations

- Authorization to Extend Transit Security Month-to-Month Services with Security Experts and Leaders (SEAL) [24-033](#)
- FY2024 TOD Pilot Program Grant Application [24-056](#)

7. New Business (UNANIMOUS VOTE REQUIRED TO CONSIDER)

8. Audience Questions and Comments

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

BRC Construction Group, LLC versus New Orleans Regional Transit Authority, Civil District Court for the Parish of Orleans No.: 2024-0335, Div. "F"- 5

Ernest N. Morial Exhibition Hall Authority versus Regional Transit Authority Civil District Court No. 2021-04470, Division "J-15"

10. Adjournment

[06.25.24 PowerPoint Presentation]

24-064



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 24-062

Board of Commissioners

[Board of Commissioners Meeting Minutes - May 28, 2024]



2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority Board of Commissioners

Meeting Minutes

Tuesday, May 28, 2024

10:00 AM

RTA Board Room

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1. Call to Order

3. Consideration of Meeting Minutes

Commissioner Daniels moved and Commissioner Neal seconded to approve the Board Meeting Minutes from May 23, 2024. The motion was approved unanimously.

approved

[Board of Commissioners Meeting Minutes - April 23, 2024]

[24-046](#)

4. Reports

A. RTA Chairman's Report

No Report.

B. Operations & Administration Committee Chairman's Report

Commissioner Neal stated that at the Operations and Administration Commissioner Meeting staff reported on the May 19, 2024, Route Changes.

C. Finance Committee Chairman's Report

Commissioner Walton stated that the Finance Committee did review the Finance Agenda Items but did not take any actions.

D. Jefferson Parish Report

Commissioner Cisco stated that Jefferson Parish held its ribbon cutting for the new East Bank Bus Facility on David Dr. and this is the first designated transit building on the East Bank for Jefferson Parish.

E. RTA General Counsel's Report

Sundiata Hailey stated that he was going to give his report in the Executive Session.

F. RTA Chief Executive Officer's Report

Lona Hankins presented the Employee of the Month - April
Kim Jones - Bus Operator
Benoit Tolbert - Electrician

Lona Hankins reported that the RTA participated in the 16th Annual Hurricane Preparedness meeting and the riders were told at the meeting to report to the nearest bus stop and the RTA will transport all riders to the Smoothie King Center.

Lona Hankins reported that the Rampart Streetcar was up and running.

Lona Hankins reported that the bus stop signs are in the final stage of the Procurement Process.

Lona Hankins reported that the RTA needs to create interest in working at the agency at an early age, so the RTA is partnering with Youth Force NOLA and will have interns and teachers working this summer. The teachers will learn the diversity that is needed in the transit industry and staff will also partner with STEM to have an all-day learning session with its students.

Lona Hankins reported that the RTA received from the Federal Government \$5.5 Million which will allow the RTA to build out the accessibility transit stops needed along the St. Charles Streetcar Line. This project will take about 3 years to complete.

Lona Hankins reported that the Shelter Installation Project was coming to an end and maintenance staff has started visiting the bus manufacturer to conduct inspections.

G. Chief of Staff Legislative Update

Lona Hankins reported that the Governor signed Rep Bayham Bill that straighten the penalties for operators assault and Rep Boyd HB544 was also on the Governor's desk for signature.

In response to Commissioner Daniels, Lona Hankins reported that staff was going to install Bus Stop Signs in a two-phase approach. The first vendor that was awarded the contract for Bus Stop signs could not handle the RTA's request. The first phase of the signs will be mylar stickers that have the reflected tape, this will be used to reinstall the existing signs. The second phase is a standard uniformed sign.

In response to Commissioner Daniels, Lona Hankins reported that a communication strategy will be developed and presented to the Board at the Operations and Administration Meeting and with Board approval will be distributed to the public.

In response to Commissioner Daniels, Lona Hankins reported that the RTA has to follow the FTA regular standard practices when it comes to receiving the money for the \$5.5 Million for the Accessibility Grant. The RTA will have to work with the City for the Design Phase and the Construction Period will take approximately 2 1/2 years. The RTA has to receive pre-award authority from the FTA to get reimbursed for any monies spent before award authority.

Commissioner Daniels ask that staff put together a timeline for the Accessibility Grant Project.

In response to Commissioner Sams, Lona Hankins reported that the staff has put together a master schedule for all Capital Improvements Projects that she can distribute to the Board and to Commissioner Neal's point the Accessibility Project may be included in the 5 Year Capital Plan.

Commissioner Neal stated that he would like staff to look into all the new technology that is now available for Bus Stops.

H. Operations Update

Justin Cayless gave the Chief Transit Officer's Report. This report can be found in the Board Meeting PowerPoint dated May 28, 2024.

Commissioner Neal would like to learn more about the power issues regarding the St. Charles Streetcar at the Operations and Administration Committee Meeting.

Justin Cayless reported that staff was going to report holistically on Paratransit Service.

In response to Commissioner Walton, Justin Cayless reported that the Paratransit System was set-up different from fixed route. Paratransit has a 30- minute window for pick-up and drop-off and the detours do not impact Paratransit like it does with

fixed-route.

Commissioner Daniels would like to know the industry standards for On-Time Performance and the RTA's baseline for On-Time Performance and when does the RTA anticipate hitting its On-Time Performance. The RTA need to make a commitment to the public regarding On-Time Performance, explain to the public how the RTA was going to accomplish such a thing, what are the RTA's barriers, what the RTA does not have money to accomplish and, what are the hiring timelines.

Commissioner Daniels stated that he was frustrated with the complaints that he receives from the riding public. He stated that he wanted to make things easy for the public to understand.

Commissioner Walton stated that staff should start collecting this data now before the new buses arrive.

Lona Hankins reported that the new buses will be available for the Fall Schedules. Commissioner Walton would like the public to know when the new buses' arrive, the new buses will bring about new expectations for the RTA and these expectations should be explained to the public.

Commissioner Sams stated that Route 66 (Hayne) has had On-Time Performance issues from the bridge on this route and this should be explained to the public so when the new buses arrive the public will understand that the new buses will not change the On-Time Performance for that route.

I. RTA Chief Financial Officer's Report

Gizelle Banks gave the Chief Financial Officer's Report. This report can be found in the Board Meeting PowerPoint dated May 28, 2024.

In response to Commissioner Walton, Gizelle Banks reported that the Maritime Insurance has had a slight increase from last year.

Gizelle Banks reported that the RTA was using the ARPA Funds to pay for the purchase of the new buses. The RTA has until January, 2026 to use all of these funds.

Commissioner Daniels asked that staff present to the Finance Committee the Investment Policy, and he would also like to see the Long Term Financial Forecast. Gizelle Banks reported that staff presented to the Board a 5-Year Projection that included the Capital Plan.

5. Authorizations

Algiers Ferry Barges Replacement Project

[23-219](#)

In response to Commissioner Walton, Lona Hankins reported that this is to replace the Landing Barge, and design them that they are common and can be

used anywhere in the system. The Ferry Terminal Building on the Algiers Side design will assist with how the Ferries are fueled.

Commissioner Neal moved and Commissioner Daniels seconded to adopt the Algiers Ferry barges Replacement Project. Resolution No. 24-017 was adopted unanimously.

adopted

Enactment No: 24-017

FY 2024 Dell Marketing LP - Desktop Computer Replacement

[24-014](#)

Commissioner Daniels moved and Commissioner Neal seconded to adopt the FY 2024 Dell Marketing LP-Desktop Computer Replacement. Resolution No. 24-018 was adopted unanimously.

adopted

Enactment No: 24-018

Purchase Para/Support Vehicle Wrecker

[24-015](#)

Commissioner Neal moved and Commissioner Daniels seconded the Purchase Para/Support Vehicles Wrecker. Resolution No. 24-019 was adopted unanimously.

adopted

Enactment No: 24-019

Canal Streetcar Axle Repairs

[24-030](#)

Commissioner Neal moved and Commissioner Sams seconded to adopt the Canal Streetcar Axle Repairs. Resolution No. 24-020 was adopted unanimously.

adopted

Enactment No: 24-020

Thomas Jefferson (TJ) Drydocking & Maintenance

[24-036](#)

In response to Commissioner Walton, Ronald Baptiste reported that this Drydock was mandated by the Coast Guard which requires the RTA to take the vessels out of service every five years for a service inspection.

In response to Commissioner Daniels, Lona Hankins reported that the money used to pay for these services come from Operating Revenues that the RTA receives from the State. The Thomas Jefferson vessel was built in the 40's. The Levy Vessel will cost \$6 Million to Drydock due to all the lead on the boat. The RTA will be able to apply for Capital Outlay Money and Federal Funding for the repairs.

In response to Commissioner Walton, Lona Hankins reported that she needs to check on the Life Expectancy of a ferry vessel. Commissioner Walton would like to present to the public the cost to repair a vessel vs. replacing a vessel so they can be aware of the cost.

Commissioner Daniels moved and Commissioner Cisco seconded to adopt the Thomas Jefferson (TJ) Drydocking & Maintenance. Resolution No. 24-021 was adopted unanimously.

adopted

Enactment No: 24-021

Various RTA Insurance Coverages 2024-2025

[24-038](#)

In response to Commissioner Neal, Mark Major reported that the RTA will get reimbursed for the falling catenary on the Rampart Streetcar from the lawsuit that was filed by General Counsel against the Hardrock Hotel. The RTA used insurance proceeds to cover the cost incurred to meet the May 19, 2024, deadline to get the streetcars up and running.

In reply to Commissioner Walton, Mark Major reported that New Orleans needs to have a name event storm to use the Parametric Insurance. The renewal of this policy next year will line up with the other policies on the June 2025 renewal.

Commissioner Daniels moved and Commissioner Sams seconded to adopt the Various RTA Insurance Coverages 2024--2025. Resolution No. 24-022 was adopted unanimously.

adopted

Enactment No: 24-022

6. Amendments

Amendment 10 to the CEA between DOTD and RTA to revise Exhibit K

[24-031](#)

In response to Commissioner Daniels, Lona Hankins reported that for FY2024 the RTA has the necessary money for the Ferry.

In response to Commissioner Neal, Sundiata Haley stated that the RTA has a 60 Year CEA with the State, when the RTA accepted the additional money for the ferry terminal the CEA was amended for 60 Years.

Commissioner Neal moved and Commissioner Daniels seconded to adopt Amendment 10 to the CEA between DOTD and RTA to revise Exhibit K. Resolution No. 24-023 was adopted unanimously.

adopted

Enactment No: 24-023

Authorization to Extend Transit Security Month-to-Month Services with Security Experts and Leaders (SEAL)

[24-033](#)

Commissioner Neal moved and Commissioner Daniels seconded to defer the Authorization to Extend Transit Security Month-to-Month Services with Security Experts and Leaders (SEAL). This motion was approved unanimously.

tabled

Addendum that is continuing in form and substance of the Third-Party Administrator ("TPA") Contract with Hammerman and Gainer, Inc. ("HGI")

[24-039](#)

In response to Commissioner Daniels, Mark Major reported that the total amount of the contract was \$487,875. He also asked that he receive a report on how much the RTA pays for settlements. Sundiata Haley stated that currently an audit is being conducted on the Legal Settlements and the reports can be sent to the Board.

Commissioner Daniels moved and Commissioner Sams seconded to adopt the Addendum that is continuing in form and substance of the Third-Party Administrator ("TPA"). Resolution No. 24-024 was adopted unanimously.

adopted

Enactment No: 24-024

7. New Business (UNANIMOUS VOTE REQUIRED TO CONSIDER)

Commissioner Daniels moved and Commissioner Neal seconded to add House Bill 760 and House Bill 544 to Executive Session.

The Acting Chair opened the floor for public comments from the audience regarding House Bill 760 and 544 being added to Executive Session.

There were no public comments.

approved

8. Audience Questions and Comments

Bela Trujillo and Lola - Both are Ride New Orleans Youth Ambassadors and they both ride transit every day and they can't wait to work with the RTA in making sure the needs of the youth are met. Commissioner Walton thanked them for their public service.

Jim Goodwin - A public meeting was held on the Algiers Terminal and he would like to know when the Boarding and Accessibility will be discussed. Also, there is a bus shelter that is not being used because the bus no longer stops at that corner of Verrette and Opelousas and it would be great if it can be moved to another stop.

Kory Dupree - He asked if the RTA has a grant for security for the operators. One of the operators was beaten, one was punched in the face and another operator was spit on. The operators need to be protected they are the backbone of the agency, but the agency doesn't have any urgency to protect the operators. House Bill 125 was passed in the Legislation that would give a stiffer penalty to anyone that would assault an operator.

Commissioner Daniels stated that he would like to work with staff to help with violence prevention and the Board does care about the operators safety while working on the vehicles and he would like to work with Kory Dupree and the union to discuss safety issues.

Kory Dupree stated that he and the operators thought that the buses would be in for the summer pick, but now they will be in for the fall pick so he is looking for clarity on how the buses will be distributed on the routes once they arrive. Lona Hankins reported that the buses will start arriving in June and all through the summer and will not be put in service until the fall and she is not sure if the schedules will be adjusted to increase frequency or maintain at the current schedule. Commissioner Daniels asked that Lona Hankins and Kory Dupree work together on this issue.

Commissioner Walton stated that the RTA do a disservice when we give a specific date, because the buses are still being assembled. He stated that an outline should be given to the public instead of a concrete date because there are still supply chain issues.

Joshua Guss - He stated that on the 86 Bus Route there is only one bus and that bus keeps breaking down and he has to wait an hour for another bus and during the summer there should be 2 buses on that route.

Devon White - He stated that his arbitration case was settled in March, and nothing has been done and by law the RTA should have paid him within 10 days and it has been 60 days and nothing has been done regarding his money or his job.

Valerie Jefferson - She read a letter into the Board record. She stated that the company and the union should have monthly meetings to handle matters internally and not at public meetings.

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

Commissioner Daniels moved and Commissioner Sams seconded to go into Executive Session. The motion was approved unanimously.

Commissioner Neal moved and Commissioner Daniels seconded to come out of Executive Session. The motion was approved unanimously.
approved

O.E. By and Through His Parents versus New Orleans Regional Transit Authority
United States District Court for the Eastern District of Louisiana
No.: 2023-2578, Section: "G" - 4

Ernest N. Morial Convention Center versus New Orleans Regional Transit Authority
Civil District Court for the Parish of Orleans
No.: 2021-04470, Div. "J" - 15

BRC Construction Group, LLC versus New Orleans Regional Transit Authority
Civil District Court for the Parish of Orleans
No.: 2024-0335, Div. "F"- 5

[05.28.24 Board Meeting PowerPoint Presentation]

[24-052](#)

10. Adjournment

Commissioner Cisco moved and Commissioner Richard seconded to adjourn the Board Meeting of May 28, 2024. The motion was approved unanimously.

adjourned



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 24-017

Board of Commissioners

FY 2024 ADP Annual Services

DESCRIPTION: Authorization for the renewal agreement for ADP timekeeping and payroll services	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

Authorize the Chief Executive Officer to renew ADP timekeeping and payroll services. The request is not to exceed the amount of \$351,509.56.

ISSUE/BACKGROUND:

RTA uses ADP as the primary payroll/timekeeping and benefits system. ADP doesn't have binding contracts. Instead, ADP has standard price agreements that RTA signed when first onboarding in 2019 and 2020.

In May 2019, RTA entered into an agreement with ADP for executive payroll which entailed 70 personnel in Workforce Now and W2/1099s, 72 in Talent Management, and 2 in Payroll Solutions for a total annual cost of \$10,943.80.

After the transfer of Operations and Transportation Departments from TransDev Services to RTA, RTA expanded the ADP services in March 2020 to include all RTA personnel to ADP Workforce Now (800) with 13 InTouch Bar-code Time Clock subscriptions. The agreement was amended to include the remaining operations staff that had transitioned from Transdev to RTA direct employ. This amendment included the incorporation of a Time and Attendance solution for hourly and union staff. The added costs plus implementation brought the new total to \$79,080.00.

A review of the 2020 agreement and current annual costs finds an increase in costs for services to ADP. Since its inception, employee counts per service have increased from 800 to 836. Each service provided by ADP is per employee. The increase in employee count plus service costs results in higher annual costs for RTA. Additionally, the Oracle Implementation Project added the integration of ADP with Oracle via the Oracle / ADP Bridge.

A request for a change order to replenish ADP funds was not conducted in 2023 resulting in the 2022 PO for \$85,500.00 depleting its funds in December 2023. RTA requisitioned change orders to continue service in Q1-2 2024 until a new, multi-year agreement with ADP could be drafted and brought to the Board for review. Included in the agreement is rate parity, employee count adjustment, and the switch from lease to purchase of timeclocks.

RTA tested three types of time clocks, Barcode, Proximity, and InTouch, and on January 20, 2021,

RTA went live with 13 In Touch time clocks at its facilities. RTA leases 13 punch/code entry time clocks from ADP for an annual cost of \$22,682.40. The training department requested an additional time clock at or near its location at ENO. RTA is purchasing a 14th time clock for the East New Orleans facility. Should the lease continue at the given rate (\$1,744.80 per month), the annual fees would be \$24,427.20.

RTA seeks to upgrade to biometric timeclocks and purchase them in lieu of leasing. The total cost of Smart Card Clocks with Quickpunch Plus is \$82,160.00. Given the annual fee of leasing the clocks, the purchase will have paid for itself within four years (3.4).

Over the course of the last few months, RTA has worked with ADP to align services into a multi-year agreement with rate parity and a single agreement update plan. The following is a breakdown of the current rates:

RTA - ADP Current Rates

Feature Description	SCN	MIN	Base	Rate	Units	Feature Cost	Annual Billings	Annual Cost
Essential Plus Payroll	F0040R			\$1.40	822	\$1,150.80	26	\$29,920.80
Enhanced HR	F0070F			\$0.95	822	\$780.90	26	\$20,303.40
Benefits Administration	F007BA			\$1.40	822	\$1,150.80	26	\$29,920.80
Quarterly W2 Delivery	F00011		\$19.80		2	\$19.80	4	\$158.40
Y/E Info, Tax Reporting, W-2's	F00053			\$4.70	987	\$4,638.90	2	\$9,277.80
Mass Mutual Custom Pay File	R00952		\$65.75		2404	\$65.75	26	\$1,709.50
Mass Mutual Master File	R00952		\$65.75		1130	\$65.75	26	\$1,709.50
ADP Data Bridge	F00788			\$1.50	845	\$1,267.50	12	\$15,210.00
Employee Hosted Time & Attendance	F0040D	\$1,192.95		\$4.20	378	\$1,587.60	12	\$19,051.20
Hosting Fee	F0040J	\$298.25		\$1.05	378	\$396.90	12	\$4,762.80
								\$132,024.20

TOTAL: 132,024.20

Due to the multiple agreements developed over time between RTA and ADP, there are four billing codes associated with the account. The account codes break down as follows:

10-DT0 & SLF - Payroll processing
 1W-SLF - Data bridge and third party
 3D-SLF - Time and attendance

ADP Annualized Client Current Pricing and the Proposal uses six-month average billing to produce the employee count. Historically, the Annualized Client Current Pricing was used for requisitions. The employee count therein is dramatically lower than the total employee count which resulted in purchase orders depletion before the projected time window end. The above table captures rate per feature as described in the Annualized Pricing and the Proposal and projects to the actual employee

count.

RTA seeks to enter into the two-year agreement with ADP with a 1% increase in services equivalent to \$1320.24 at the onset of the agreement. See the following table for year one (1) expected costs:

RTA - ADP Year 1 with 1% Increase Rates

Feature Description	SCN	MIN	Base	Rate	Units	Feature Cost	Annual Billings	Annual Cost
Essential Plus Payroll	F0040R			\$1.414	822	\$1,162.31	26	\$30,220.01
Enhanced HR	F0070F			\$0.9595	822	\$788.71	26	\$20,506.43
Benefits Administration	F007BA			\$1.414	822	\$1,162.31	26	\$30,220.01
Quarterly W2 Delivery	F00011		\$19.998		2	\$19.998	4	\$159.99
Y/E Info, Tax Reporting, W-2's	F00053			\$4.747	987	\$4,685.289	2	\$9,370.58
Mass Mutual Custom Pay File	R00952		\$66.4075		2404	\$66.4075	26	\$1,726.60
Mass Mutual Master File	R00952		\$66.4075		1130	\$66.4075	26	\$1,726.60
ADP Data Bridge	F00788			\$1.515	845	\$1,280.175	12	\$15,362.10
Employee Hosted Time & Attendance	F0040D	\$1,192.95		\$4.242	378	\$1,603.476	12	\$19,241.71
Hosting Fee	F0040J	\$298.25		\$1.061	378	\$400.869	12	\$4,810.43
								\$133,344.46
TOTAL: 133,344.46								

ADP identified a 2% increase in services for the second year of the agreement equivalent to \$2,666.89. See the following table for year two (2) expected costs:

RTA - ADP Year 2 with 2% Increase Rates

Feature Description	SCN	MIN	Base	Rate	Units	Feature Cost	Annual Billings	Annual Cost
Essential Plus Payroll	F0040R			\$1.442	822	\$1,185.32	26	\$30,818.42
Enhanced HR	F0070F			\$0.979	822	\$804.74	26	\$20,923.19
Benefits Administration	F007BA			\$1.442	822	\$1,185.32	26	\$30,818.42
Quarterly W2 Delivery	F00011		\$20.398		2	\$40.796	4	\$163.18
Y/E Info, Tax Reporting, W-2's	F00053			\$4.842	987	\$4,779.054	2	\$9,558.11
Mass Mutual Custom Pay File	R00952		\$67.7357		2404	\$67.7357	26	\$1,761.13
Mass Mutual Master File	R00952		\$67.7357		1130	\$67.7357	26	\$1,761.13
ADP Data Bridge	F00788			\$1.545	845	\$1,305.525	12	\$15,666.30
Employee Hosted Time & Attendance	F0040D	\$1,192.95		\$4.327	378	\$1,635.606	12	\$19,627.27
Hosting Fee	F0040J	\$298.25		\$1.082	378	\$408.996	12	\$4,907.95

\$136,005.10

TOTAL: 136,005.10

The ADP Annualized Current Pricing used for quotes only accounts for a six-month average billing. Actual employee counts are not provided. Due to the disparity between 6-month average and actual employee count, purchase requisitions may be far lower than projected amounts thereby leading to depleted POs and change order requests.

Original agreements were locked in place for an initial time period only and are subject to rate increases annually at the going market rate. Agreeing to a multi-year agreement locks in the rate increase and lowers the risk of exorbitant rate hikes. For example, in the 4/28/2023 Invoice 632216081, 0036-10-DT0 rate increase 3.88% from \$3.61 to \$3.75 in 1/26/2024 Invoice 652955194. The same code only increases by the contracted 1% and 2% for the coming two years.

RTA seeks funding for continued, annual ADP services. The first year of services would be no more than \$133,344.46 plus the cost of the purchase of the new time clocks Smart Card Clocks with Quickpunch Plus, \$82,160.00, results in a total year one (1) request of \$215,504.46. RTA seeks to request the total funds for the two-year agreement. Year one \$215,504.46 plus year two \$136,005.10 results in the total request for continued ADP subscription of \$351,509.56.

DISCUSSION:

A request for a change order to replenish ADP funds was not conducted in 2023. The current PO dating from 2022 was for \$85,500.00 depleted its funds in December 2023. RTA seeks to update the service agreement and continue services with ADP in 2024.

ADP is a specialized software used by RTA Human Capital Management, Timekeeping and Dispatch, and Benefits. Timeclocks purchased from ADP are proprietary and only work with ADP software. Due to the prior agreements in place, Sole Source requisition will be used to purchase the time clocks and procure the annual funding.

Original agreements were locked in place for an initial time period only, and are subject to rate increases annually at the going market rate. Agreeing to a multi-year agreement locks in the rate increase and lowers the risk of exorbitant rate hikes. The same code only increases by the contracted 1% and 2% for the coming two years.

RTA requests the funding for two years of ADP services at \$269,349.56 and the purchase of Smart Card Clocks with Quickpunch Plus timeclocks to replace the monthly lease fees for a total of \$82,160.00 bringing the projected total request to \$351,509.56.

FINANCIAL IMPACT:

The ADP subscription agreement will be locally funded from account 01-2900-02-7140-171-00-00-00000-00000 and is not to exceed \$351,509.56.

NEXT STEPS:

With Board approval, staff will assign a purchase order to extend the annual agreement with ADP.

ATTACHMENTS:

1. Resolution ADP 2024
2. Cost breakdown
3. RTA - 13 DX Timeclock Purchase Sales Agreement
4. Regional Transit Authority Current Detailed Pricing Report
5. Regional Transit Authority MAS Pr Agr 2024 May 20 Draft
6. Original Signed Enterprise eTime Order and Addendum
7. RTA - WFN Original Order and MA Agreement
8. ADP APR Routing Form 5.2024
9. 1827816 0036 10SLF Proposal 05-14-2024
10. ADP LLC - PO RTAP_00292
11. ADP Inv Rate hike examples 2024

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

Prepared By: Sterlin Stevens
Title: Director of Information Technology

Reviewed By: Dwight Norton
Title: Chief Planning & Capital Projects Officer

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



Lona Hankins
Chief Executive Officer

6/10/2024

Date

Over the course of the last few months, RTA has worked with ADP to align services into a multi-year agreement with rate parity and a single agreement update plan. The following is a breakdown of the current rates:

May 2024 Rates

Feature Description	SCN	MIN	Base	Rate	Units	Feature Cost	Annual Billings	Annual Cost
Essential Plus Payroll	F0040R			\$1.40	822	\$1,150.80	26	\$29,920.80
Enhanced HR	F0070F			\$0.95	822	\$780.90	26	\$20,303.40
Benefits Administration	F007BA			\$1.40	822	\$1,150.80	26	\$29,920.80
Quarterly W2 Delivery	F00011		\$19.80		2	\$19.80	4	\$158.40
Y/E Info, Tax Reporting, W-2's	F00053			\$4.70	987	\$4,638.90	2	\$9,277.80
Mass Mutual Custom Pay File	R00952		\$65.75		2404	\$65.75	26	\$1,709.50
Mass Mutual Master File	R00952		\$65.75		1130	\$65.75	26	\$1,709.50
ADP Data Bridge	F00788			\$1.50	845	\$1,267.50	12	\$15,210.00
Employee Hosted Time & Attendance	F0040D	\$1,192.95		\$4.20	378	\$1,587.60	12	\$19,051.20
Hosting Fee	F0040J	\$298.25		\$1.05	378	\$396.90	12	\$4,762.80
								\$132,024.20

TOTAL: 132,024.20

Original agreements were locked in place for initial time period only, and are subject to rate increases annually at the going market rate. Agreeing to a multi-year agreement locks in the rate increase and lowers the risk of exorbitant rate hikes. For example, in as evidenced in the 4/28/2023 Invoice 632217000, 0036-3D-SLF rate increase 3.96% from \$15.05 to \$15.25 in 1/26/2024 Invoice 652958151. The following is a breakdown of the expected costs and the total amount being requested.

Due to the multiple agreements developed over time between RTA and ADP, there are four billing codes associated with the account. The account codes break down as follows:

- 10-DT0 & SLF – Payroll processing
- 1W-SLF – Data bridge and third party
- 3D-SLF – Time and attendance

ADP Annualized Client Current Pricing and the Proposal uses six-month average billing to produce the employee count. The employee count in the ADP average billing is dramatically less than the RTA use. Historically, the Annualized Client Current Pricing was used for requisitions. The employee count therein is dramatically lower than the total employee count which resulted in purchase orders depletion before the projected time window end. The above table captures rate per feature as described in the Annualized Pricing and the Proposal and projects to the actual employee count.

RTA seeks to enter into the two-year agreement with ADP with a 1% increase in services equivalent to \$1320.24 at the onset of the agreement. See the following table for year one (1) expected costs:

May 2024 with 1% Increase

Feature Description	SCN	MIN	Base	Rate	Units	Feature Cost	Annual Billings	Annual Cost
Essential Plus Payroll	F0040R			\$1.414	822	\$1,162.31	26	\$30,220.01
Enhanced HR Benefits	F0070F			\$0.9595	822	\$788.71	26	\$20,506.43
Administration	F007BA			\$1.414	822	\$1,162.31	26	\$30,220.01
Quarterly W2 Delivery Y/E Info, Tax	F00011		\$19.998		2	\$19.998	4	\$159.99
Reporting, W-2's	F00053			\$4.747	987	\$4,685.289	2	\$9,370.58
Mass Mutual Custom Pay File	R00952		\$66.4075		2404	\$66.4075	26	\$1,726.60
Mass Mutual Master File	R00952		\$66.4075		1130	\$66.4075	26	\$1,726.60
ADP Data Bridge	F00788			\$1.515	845	\$1,280.175	12	\$15,362.10
Employee Hosted Time & Attendance	F0040D	\$1,192.95		\$4.242	378	\$1,603.476	12	\$19,241.71
Hosting Fee	F0040J	\$298.25		\$1.061	378	\$400.869	12	\$4,810.43
								\$133,344.46
TOTAL: 133,344.46								

ADP identified a 2% increase in services for the second year of the agreement equivalent to \$2,666.89. See the following table for year two (2) expected costs:

May 2024 with 2% Increase

Feature Description	SCN	MIN	Base	Rate	Units	Feature Cost	Annual Billings	Annual Cost
Essential Plus Payroll	F0040R			\$1.442	822	\$1,185.32	26	\$30,818.42
Enhanced HR Benefits	F0070F			\$0.979	822	\$804.74	26	\$20,923.19
Administration	F007BA			\$1.442	822	\$1,185.32	26	\$30,818.42
Quarterly W2 Delivery Y/E Info, Tax	F00011		\$20.398		2	\$40.796	4	\$163.18
Reporting, W-2's	F00053			\$4.842	987	\$4,779.054	2	\$9,558.11
Mass Mutual Custom Pay File	R00952		\$67.7357		2404	\$67.7357	26	\$1,761.13
Mass Mutual Master File	R00952		\$67.7357		1130	\$67.7357	26	\$1,761.13
ADP Data Bridge	F00788			\$1.545	845	\$1,305.525	12	\$15,666.30
Employee Hosted Time & Attendance	F0040D	\$1,192.95		\$4.327	378	\$1,635.606	12	\$19,627.27
Hosting Fee	F0040J	\$298.25		\$1.082	378	\$408.996	12	\$4,907.95
								\$136,005.10
TOTAL: 136,005.10								

RTA seeks funding for continued, annual ADP services. First year of services would be no more than \$133,344.46 plus the cost of the purchase of the new time clocks Smart Card Clocks with Quickpunch Plus, \$82,160.00, results in a total year one (1) request of \$215,504.46. RTA seeks to request the total funds for the two-year agreement. Year one \$215,504.46 plus year two \$136,005.10 results in the total request for continued ADP subscription of \$351,509.56.

Year 1	\$133,344.46
Time Clocks	\$82,160.00
Year 2	<u>\$136,005.10</u>
Total	\$351,509.56



Sales Order

Est. Start Date	Prod. Code	Co. Code
06/01/24	3D	SLF

TAXPAYER LEGAL NAME

Regional Transit Authority

Legal Address		City, State, Zip	County
2817 Canal St		New Orleans, LA 70119	
Payroll Contact		Executive Contact	
Doris O'Sullivan			
Phone	Email	Phone	Email
504-827-8380	dosullivan@rtafoward.org		
Billing Address (if different from legal)		City, State, Zip	County

[illegible]

X	New Client	Parent Co. Code:	SLF	Spin off From: _____	DM Name	Office Code	% Proc.	% Setup	Region
	Additional Business			Upgrade From: _____	Jessica Preece		50	50	62
	Parent Company _____ of _____			Other: _____	Troy Sicard		50	50	30
	Additional Control _____ of _____								
Bank Revenue Sharing:		Bank Name:		Branch:		Bank Referral #:			
ADP Sales Associate Jessica Preece		Date 4/24/2024	Client Authorization X		Date				



Annualized Client Current Pricing

Name: Regional Transit Authorit
Customer # 1827816

Created On: 05/08/2024
Requested By: Johnetta Henry

*Client Annual Investment Summary (based on 6 months average billing)

Controls	Employee Count	Current Annualized Value
ADP Payroll Services		
ADM (0036-10-DT0)	458	\$49,119.30
Regional Transit Authorit (0036-10-SLF)	34	\$7,701.92
ADP HR/Benefits Solution		
Regional Transit Authorit (0036-1W-SLF)	1134	\$24,666.00
ADP Time and Attendance		
Regional Transit Authorit (0036-3D-SLF)	378	\$46,496.40
Grand Total		\$127,983.62

The information contained in this document is privileged and confidential. Dissemination to any third party of this communication is strictly prohibited.

The estimated annual costs in this document are calculated based on the average unit counts and current rates for each feature and are subject to change. This document does not include sales tax, carrier connection maintenance fees, miscellaneous tax filing charges (i.e. stop payment or void requests, amendments, etc.), or "on request services" (i.e., payroll reruns). W2 rates are subject to change each calendar year.

ADM (0036-10-DT0)					
FEATURE	MIN	BASE	RATE	UNITS	FREQUENCY
Y/E Info, Tax Reporting, W-2'S	-	-	\$4.70	933	1
Essential Plus Payroll	-	-	\$1.40	458	26
Benefits Administration	-	-	\$1.40	458	26
Enhanced HR	-	-	\$0.95	458	26
Delivery of Tax Reports	-	\$19.80	-	1	4
New Hires	-	-	-	3	26
Pays	-	-	-	458	26
GTL Automated Calculation	-	-	-	458	26
Check Signing	-	-	-	458	26
Labor Distribution	-	-	-	458	26
New Hire Reporting Service	-	-	-	3	26
ADP InfoLink G/L Interface	-	-	-	458	26
Total Tax Plus	-	-	-	458	26
ADP iPay Statements	-	-	-	458	26
iReports	-	-	-	458	26
Payroll Quickview	-	-	-	458	26
Portal with CM	-	-	-	458	26
Mobile Tracking SCN	-	-	-	458	26
Workforce Now Payroll Solution Bundle	-	-	-	458	26
iArchive	-	-	-	458	26
WGPS Service	-	-	-	64	26
WGPS Payments	-	-	-	64	26
CheckView Processing Fee	-	-	-	458	26
Benefit Accruals	-	-	-	458	26
TotalPay Service	-	-	-	685	26
Essential ACA Compliance	-	-	-	458	26
Employment Verification Tracking Item	-	-	-	458	1

Regional Transit Authorit (0036-10-SLF)					
FEATURE	MIN	BASE	RATE	UNITS	FREQUENCY
Delivery	-	-	\$20.00	1	26
Y/E Info, Tax Reporting, W-2'S	-	-	\$4.70	54	1
Essential Plus Payroll	-	-	\$1.45	34	26
Benefits Administration	-	-	\$1.45	34	26
Enhanced HR	-	-	\$0.98	34	26
MASS MUTUAL CUSTOM MASTER FILE	-	\$65.75	-	2413	26
MASS MUTUAL CUSTOM PAY FILE	-	\$65.75	-	6545	26
Delivery of Tax Reports	-	\$19.80	-	1	4
New Hires	-	-	-	1	26
Pays	-	-	-	34	26
GTL Automated Calculation	-	-	-	34	26
Check Signing	-	-	-	34	26
Labor Distribution	-	-	-	34	26
New Hire Reporting Service	-	-	-	1	26
ADP InfoLink G/L Interface	-	-	-	34	26
Total Tax Plus	-	-	-	34	26
ADP iPay Statements	-	-	-	34	26
iReports	-	-	-	34	26
Payroll Quickview	-	-	-	34	26
Portal with CM	-	-	-	34	26
Mobile Tracking SCN	-	-	-	34	26
Essential Time and Attendance	-	-	-	34	26
Workforce Now Payroll Solution Bundle	-	-	-	34	26
iArchive	-	-	-	34	26
WGPS Service	-	-	-	1	26
WGPS Payments	-	-	-	1	26
CheckView Processing Fee	-	-	-	34	26
Benefit Accruals	-	-	-	34	26
TotalPay Service	-	-	-	54	26
Self Service	-	-	-	1135	12
Employment Verification Tracking Item	-	-	-	34	1

Regional Transit Authorit (0036-1W-SLF)					
FEATURE	MIN	BASE	RATE	UNITS	FREQUENCY
Monthly Sandbox User Acceptance Test Environment	-	-	\$800.00	1	12
ADP Data Bridge	-	-	\$1.50	837	12
Workforce Now	-	-	-	1134	12
Workforce Now Archived Employees	-	-	-	1	12

Regional Transit Authorit (0036-3D-SLF)					
FEATURE	MIN	BASE	RATE	UNITS	FREQUENCY
Enhanced Hosted Time and Attendance	\$1,192.95	-	\$4.20	378	12
Hosting Fee	\$298.25	-	\$1.05	378	12
A37-M00037-InTouch Plus Smart Card Time Clock [11]	-	\$145.40	-	1	12
A27-M00027-InTouch Plus Smart Card Time Clock [1]	-	\$145.40	-	1	12
A39-M00039-InTouch Plus Smart Card Time Clock [13]	-	\$145.40	-	1	12
A30-M00030-InTouch Plus Smart Card Time Clock [4]	-	\$145.40	-	1	12
A31-M00031-InTouch Plus Smart Card Time Clock [5]	-	\$145.40	-	1	12
A34-M00034-InTouch Plus Smart Card Time Clock [8]	-	\$145.40	-	1	12
A38-M00038-InTouch Plus Smart Card Time Clock [12]	-	\$145.40	-	1	12
A32-M00032-InTouch Plus Smart Card Time Clock [6]	-	\$145.40	-	1	12
A33-M00033-InTouch Plus Smart Card Time Clock [7]	-	\$145.40	-	1	12
A29-M00029-InTouch Plus Smart Card Time Clock [3]	-	\$145.40	-	1	12
A35-M00035-InTouch Plus Smart Card Time Clock [9]	-	\$145.40	-	1	12
A28-M00028-InTouch Plus Smart Card Time Clock [2]	-	\$145.40	-	1	12
A36-M00036-InTouch Plus Smart Card Time Clock [10]	-	\$145.40	-	1	12
Enterprise eTIME Software	-	-	-	1	12
Web Time Entry	-	-	-	1	12
Enterprise eTIME Accruals	-	-	-	378	12
Hosting Services for Enhanced Time	-	-	-	1	12
Enhanced Time and Attendance	-	-	-	378	12



ADP, INC. GUARANTEED PRICE AGREEMENT

Client Name: Regional Transit Authority

Effective Date: 07/01/2024

Expiration Date: 07/01/2026

Customer #(s): 1827816

Contact Name: Doris O'Sullivan

Contact Email: dosullivan@rtaforward.org

Reference ID #: C-10254387642

Requested By: Johnetta Henry

Contact Phone: 504-827-8380

ADP, Inc. ("ADP") is pleased to provide Regional Transit Authority ("Client") with a guaranteed price agreement (the "Price Agreement"), which shall govern any increases in fees to the Services (as defined in section 1 below) purchased by Client for the next 2 year(s), subject to the terms and conditions set forth in this Price Agreement. In consideration of the mutual agreements set forth below, ADP and Client agree as follows:

1) Price Increase: For the next 2 year(s) commencing with the Effective Date of this Price Agreement, ADP will increase prices per the schedule below for the processing services (the "Services") listed in section 1a that Client is receiving or shall receive as of the Effective Date.

1a) Included Services:

- Payroll
- HCM
- TLM

1b) Processing Services:

<u>Year #</u>	<u>Guaranteed Price Period</u>	<u>Increase %</u>	<u>Increase Date</u>
1	07/01/2024 to 06/30/2025	1.00%	07/01/2024
2	07/01/2025 to 06/30/2026	2.00%	07/01/2025

Items specifically excluded from this agreement are delivery, reverse wire fees, jurisdiction fees, year-end fees, and maintenance fees. In the month following the Expiration Date, Client's prices will be subject to the same price increases applied to its other clients of similar size and product utilization unless a renewal agreement is signed by both parties.

2) Guaranteed Term: As consideration for the Price Agreement, Client agrees to purchase the Services for a minimum guaranteed term of 2 year(s) commencing with the Effective Date of this Price Agreement and thereafter Client's agreement to purchase the Services shall remain in effect until terminated by Client or ADP in accordance with the terms of the ADP Major Accounts Agreement (or such equivalent ADP terms and conditions or agreement governing the provision and receipt of ADP Services including but not limited to any product specific terms set forth in such agreement) between ADP and Client (the "ADP Services Agreement").

3) Early Termination Fee: If Client terminates all Services without cause as provided in the ADP Services Agreement prior to the Expiration Date of this Price Agreement, Client agrees to pay ADP an early termination fee of 3 month(s) of average monthly processing fees for the Services (based on the average monthly fees during the twelve-month period immediately preceding the date of termination or a shorter period of time if monthly fees have been payable for less than 12 months at the termination date). If Client fails to pay the early termination fee, Client shall reimburse ADP for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due ADP hereunder. The early termination fee will be waived by ADP in the event there is a material breach by ADP of any material warranty, term, condition or covenant of the ADP Services Agreement and ADP fails to cure such breach within the timeframe provided in such ADP Services Agreement.

THE ADP SERVICES COVERED BY THIS AGREEMENT ARE PROVIDED IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT(S) BETWEEN CLIENT AND ADP COVERING THE SPECIFIC SERVICES. THIS AGREEMENT SUPPLEMENTS AND DOES NOT SUPERSEDE ANY OF THOSE TERMS AND CONDITIONS. THIS AGREEMENT IS NOT VALID UNLESS SIGNED BY BOTH PARTIES. IN THE EVENT CLIENT HAS AN EXISTING PRICE AGREEMENT IN PLACE, THIS AGREEMENT REPLACES ANY PRIOR PRICE AGREEMENT GOVERNING THE SAME SERVICES.



ADP, Inc.

Regional Transit Authority

Name:	_____	Name:	_____
Signature:	_____	Signature:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

NOTE: THIS PRICE AGREEMENT IS VALID ONLY IF SIGNED BY BOTH PARTIES WITHIN 30 DAYS OF THE DATE OF CREATION. THE AGREEMENT MUST BE SIGNED BY 06/19/2024 IN ORDER TO BE VALID. FINANCE OR RELATIONSHIP MANAGEMENT IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF ADP.

Financial
Review

Sales Order

Quote Number
02-2020-134122.3

Company Information

Regional Transit Authority
2817 Canal St
New Orleans, LA 70119-6301
United States

Executive Contact

Darlene Leduff
Associate IT Director
dleduff@rtaforward.org
(504) 427-9441

Important Project and Billing Information

Billing for Enhanced Time will begin on the date Enhanced Time is available for use by the CLIENT in a production environment. The billing counts is based on all non-terminated employees in the Time Module. This count includes practitioners and supervisors.

The Enhanced Time pricing is based solely on tracking US employees Only. Extra fees will apply for tracking any lives outside the US.

Other

ADP Fees for service frequency and method will follow that of the parent company code.

Summary

Estimated Annual Net Investment:	\$68,334.00	Total Net Implementation:	\$10,750.00
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The ADP Services Listed on this Sales Order are provided at the prices set forth herein and in accordance with the ADP Master Services Agreement (or other similar agreement governing ADP's services), which shall include any appendix, exhibit, addendum, schedule or other similar document attached thereto or accompanying this Sales Order. By signing below you are acknowledging and agreeing to such terms and conditions and to the listed prices.

ADP, LLC

Client: Regional Transit Authority

Signature:

Name:

Title:

Date:

Toby Sicard
TBOY SICARD
MINJON ACCOUNT DISTRICT MGR
3/11/2020

Signature:

Name:

Title:

Date:

Darlene Leduff
Darlene Leduff
Assoc. Dir. Info Technology
3/11/2020

Financial
Review

Sales Order

Quote Number
02-2020-134122.3

Company Information

Regional Transit Authority
2817 Canal St
New Orleans, LA 70119-6301
United States

Executive Contact

Darlene Leduff
Associate IT Director
dleduff@rtfaforward.org
(504) 427-9441

Processing Fees and Considerations

Number of Employees: 800 on Regional Transit Authority , Company Code SLF



Monthly Processing

	Count	Min	Base	Rate	Monthly
Workforce Now Time and Attendance	800	\$1,400.00	-	\$4.90	\$3,920.00
• Enhanced Time					
• Hosting Services					
InTouch Bar-code Time Clock Subscription	13	-	-	\$136.50	\$1,774.50



Total Annual Investment

Total Annual

Workforce Now Services

\$68,334.00

Other Considerations

Implementation

Setup

- Implementation for Workforce Now Time and Attendance

\$10,750.00



Total Other Considerations

Total Setup

Implementation and Setup

\$21,500.00

Implementation Discount Value

(\$10,750.00)

Estimated Total Net Implementation

\$10,750.00

Financial
Review

Sales Order

Quote Number
02-2020-134122.3



Company Information

Regional Transit Authority
2817 Canal St
New Orleans, LA 70119-6301
United States

Executive Contact

Darlene Leduff
Associate IT Director
dleduff@rtaforward.org
(504) 427-9441

Workforce Now Included Services

Enhanced Time

- Multiple Time Collection Methods
- PTO Management & Reporting
- Request & Approval Workflows
- Access to Mobile Apps
- Rule Based Calculations
- Enhanced Accruals 'Engine'
- Time Off Request Template

Hosting Services

Thank you for your consideration



ADP Workforce Now



ADP, LLC: (referred to herein as "ADP")

One ADP Boulevard
Roseland, New Jersey 07068
United States

Client: (referred to herein as "Client")

Regional Transit Authority
2817 Canal St

(Effective Date)

New Orleans, LA 70119-6301, United States



Attention
Darlene Leduff

This Amendment modifies, amends, and supplements the terms and conditions of the ADP Workforce Now – Master Services Agreement (or Workforce Now Agreement or such equivalent terms and conditions or agreement between ADP and Client. ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms set forth in such Workforce Now Services Master Services Agreement or equivalent.

ANNEX C: TIME AND ATTENDANCE SERVICES

BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT THEY HAVE REVIEWED THE ENTIRE AGREEMENT INCLUDING THE TERMS AND CONDITIONS IN EACH ANNEX CORRESPONDING TO SERVICES PURCHASED PURSUANT TO THE SALES ORDER.

If there is a conflict between this Amendment and any other agreement (or any amendment or addendum to such other agreement) between Client and ADP (or if such other agreement contained terms for services that were not purchased at the time the other agreement was executed), this Amendment shall govern with respect to the services listed above. The terms set forth herein replace in their entirety any duplicative terms set forth in Client's current agreement for services.

ADP, LLC	CLIENT
	
(Signature of Authorized Representative)	(Signature of Authorized Representative)
<u>TROY SICARD</u>	<u>DARLENE LEDUFF</u>
(Name - Please Print)	(Name - Please Print)
<u>MANAGER ACCT DM</u>	<u>ASSOCIATE DIRECTOR</u>
(Title)	(Title)
<u>3/11/2020</u>	<u>3/11/2020</u>
(Date)	(Date)

ADP Workforce Now | Annex C

Time and Attendance Services



- 1 **ADP Time & Attendance Services.** ADP will provide Client with those time & attendance services delivered via ADP Workforce Now including ADP Workforce Now Essential Time, ADP Workforce Now Enhanced Time or ADP Enterprise eTime ("ADP Time & Attendance Services"). For hosted ADP Workforce Now Enhanced Time and ADP Enterprise eTime products only, additional license terms are available at www.adp.com/tlmlicense/terms. ADP Time & Attendance Services are available for use in a limited number of countries outside the United States, although certain restrictions and requirements may apply.
- 2 **Time & Attendance Hardware.** If ADP agrees to provide Client with the data collection devices (e.g. Timeclock, HandPunch, etc.) (the "Time & Attendance Hardware") as described in the Sales Order, the following terms will apply:
 - 2.1 If Client procures Time & Attendance Hardware, Client shall provide and maintain an installation environment (including all power, wiring and cabling required for installation) as specified in the manufacturer's product documentation and other written instructions provided to Client by ADP.
 - 2.2 Regarding Time & Attendance Hardware are provided on a subscription basis only. Client shall not make any alterations or attach any devices thereto that are not provided by ADP, nor shall Client remove same from the place of original installation without ADP's prior consent. All right and title in the Time & Attendance Hardware procured on a subscription basis is, and at all times shall remain, that of ADP and a separate item of personal property of ADP, notwithstanding its attachment to other items or real property, and promptly upon termination of the ADP Time & Attendance Services, for any reason whatsoever, Client shall, at its expense, return such Time & Attendance Hardware in good condition, in accordance with ADP's instructions, normal wear and tear excepted. If such Time & Attendance Hardware is not promptly returned, Client agrees to purchase same at fair market value. Repairs and replacements required as a result of any of the following shall not be included in any maintenance services and shall be charged at ADP's then current rates: (i) damage, defects, or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical, or electrical stress, or causes other than normal or intended use; (ii) failure of Client to provide and maintain a suitable installation environment; (iii) any alterations made to or any devices not provided by ADP attached to the Time & Attendance Hardware; and (iv) malfunctions resulting from use of badges or supplies not approved by ADP.
 - 2.3 **Maintenance Fees.** Maintenance services for the Time & Attendance Hardware apply automatically to Time & Attendance Hardware obtained under the subscription option (and any charges therefore are already included in the monthly time and attendance subscription fees). The costs for maintenance services for Time & Attendance Hardware under the purchase option are not included in the purchase price for such equipment; a separate annual maintenance fee applies. Client, under the purchase option, may terminate its receipt of maintenance services by providing written notice to ADP no less than thirty (30) days prior to the end of the then current annual coverage period. ADP is not required to rebate to Client any maintenance fees relating to a current or prior coverage period. (NOTE: If Client selects the purchase option but opts not to receive (or terminates) maintenance services hereunder by executing a waiver of maintenance services, any such services provided by ADP at Client's request will be subject to ADP's then current charges for such services.) No Time & Attendance Hardware maintenance is done at the Client site. Client shall bear all delivery/shipping costs and all risk of loss during shipment/delivery of Time & Attendance Hardware relating to maintenance services.
 - 2.4 **Maintenance Services.** ADP will maintain the Timeclock Equipment to be free from defects in material and workmanship as follows: Any parts found to be defective (except as specifically excluded below) shall be replaced or repaired, at ADP's or its designee's option, without charge for parts or labor, provided that the Time & Attendance Hardware has been properly installed and maintained by Client and provided that such equipment has been used in accordance with this Agreement or other accompanying documentation including, but not limited to, Client's Sales Order provided by ADP or its designee and has not been subject to abuse or tampering.
 - 2.5 **Biometrics.**
 - 2.5.1 **Definitions.**
 - 2.5.1.1 **"Biometric Data"** includes the information collected by timeclocks and software that use finger and/or hand scan technology, which potentially may include Biometric Identifiers and Biometric Information.
 - 2.5.1.2 **"Biometric Identifier"** means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.
 - 2.5.1.3 **"Biometric Information"** means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual.
 - 2.5.1.4 **"Biometric Services"** means services provided by ADP to Client via the use of timeclocks and software in connection with ADP's provision of Time & Attendance Services, to the extent such timeclocks or software collect, store or use Biometric Data.
 - 2.5.1.5 **"Biometric User"** means Client's employees or independent contractors who are requested or required by Client to use Biometric Services to record their attendance, hours worked or other work-related data.
 - 2.5.2 **Additional Terms.** Biometric Services are optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which potentially may apply to Client's use of Biometric Services. To the extent Client elects to use Biometric Services, Client agrees to comply with all such laws and regulations in accordance with this Agreement and Section 3.2 of the Annex A. In the event Client is unwilling to comply with laws and regulations relating to Biometric Services, Client will be able to continue to use Time & Attendance Services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric Services are part of the scope of Services:
 - 2.5.2.1 **Requirements for Receipt of Biometric Services.** Before any Client or Biometric User is permitted to use any Biometric Services in a jurisdiction where laws and regulations potentially govern such use, Client will comply with the following requirements, in addition to any other requirements imposed by potentially applicable law (to the extent there is a conflict between the requirements below and the requirements of potentially applicable law, Client will comply with potentially applicable law):
 - 2.5.2.2 **Client Biometric Information Policy.** Client will implement, distribute and make available to the public, a written policy establishing Client's policy with respect to the use of Biometric Data. Such policy will include:



- 2.5.2.2.1 a retention schedule and guidelines for permanently destroying Biometric Identifiers and Biometric Information;
- 2.5.2.2.2 a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such identifiers or information has been satisfied or within 3 years of the individual's last interaction with Client, whichever occurs first; and
- 2.5.2.2.3 any additional requirements as required by applicable law.
- 2.5.2.3 **Biometric User Notice and Consent.** Client will provide notice and procure and retain appropriate consents or releases from Biometric Users in the manner and to extent the same are required by applicable law, including
 - 2.5.2.3.1 notifying Biometric Users in writing that Client, its vendors, and/or the licensor of Client's time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that Client is providing such Biometric Data to its vendors and the licensor of Client's time and attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used;
 - 2.5.2.3.2 obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing Client, its vendors, and licensor of Client's time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by Client, and authorizing Client to provide such Biometric Data to its vendors and the licensor of Client's time and attendance software; and
 - 2.5.2.3.3 if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by Client, and/or certifying to ADP that such consents or releases have been obtained.
- 2.5.2.4 **Retention and Purging of Biometric Data.** Client will work with ADP to ensure that Biometric Data is retained and purged in accordance with applicable law. To the extent necessary for the purging or deletion of such Biometric Data, Client agrees to provide timely notification to ADP of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Client's failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.
- 2.5.2.5 **Storage of Biometric Data in Timeclocks.** Client agrees that it shall use a reasonable standard of care consistent with potentially applicable law to store, transmit and protect from disclosure any paper or electronic biometric data collected in timeclocks. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which Client stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.
- 2.5.3 **Third Party Beneficiary.** Notwithstanding anything to the contrary in the Agreement, Client agrees that ADP and licensor of any applicable Biometric Services (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to Biometric Services.
- 2.5.4 **Additional Termination Provisions for Biometric Services.** If ADP determines that Client has failed to comply with any potentially applicable laws and regulations applicable to the Biometric Services, ADP may, in its sole discretion and upon notice to Client, immediately suspend or terminate the Biometric Services.

Financial Review

Investment Summary

Quote Number
02-2019-659154.1

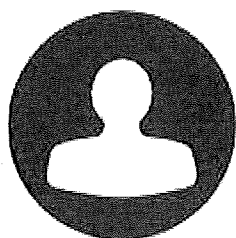


Company Information

Regional Transit Authority
None
New Orleans, LA 70119
United States

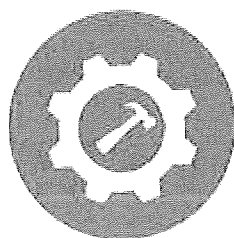
Executive Contact

Darlene Leduff
Director
darlene.leduff@transdev.com
(504) 427-9441



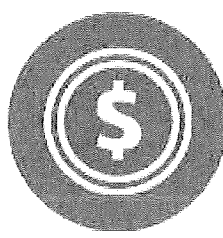
72

Total
Employees



\$0.00

Implementation
Costs



\$10,943.80

Total Annual
Investment



(\$1,662.80)

Total Annual Savings during
promotional period; See
Terms

Expiration

5/2/2019

ADP Sales Associate

Sean Gilfoil
Upmarket District Manager
sean.gilfoil@adp.com
6102980848

Financial
Review

Sales Order

Quote Number
02-2019-659154.1

A more human resource

Company Information

Regional Transit Authority
None
New Orleans, LA 70119
United States

Executive Contact

Darlene Leduff
Director
darlene.leduff@transdev.com
(504) 427-9441

Processing Fees and Considerations

Number of Employees: 70 on Regional Transit Authority



Per Processing	Count	Min	Base	Rate	Bi-Weekly	Annual
Workforce Now Payroll Solutions	70	-	-	\$4.85	\$339.50	\$8,827.00
• Essential Plus Payroll						
• Enhanced HR						
• Benefits Administration						
• Essential Time						
Employment and Income Verification						
• Employment Verification						



Monthly Processing	Count	Min	Base	Rate	Monthly	Annual
Talent Management and Activation	72	-	-	\$1.60	\$115.20	\$1,382.40
• Performance and Goal Management						
• Recruitment and Talent Acquisition						
Additional Jurisdiction (if applicable)	2+			\$8.95/month		
International Employees Rate (if applicable)				\$3.00/month		



Annual Processing	Count	Min	Base	Rate	Annual
Year End Forms, W2s or 1099s	70	-	-	\$4.00	\$280.00



Total Annual Investment

Total Annual

Workforce Now Services

\$10,489.40Other Considerations
Implementation

Setup

• Client does not need or already has hours history in WFN

N/A

Financial
Review

Sales Order

Quote Number
02-2019-659154.1



A more human resource.

Company Information

Regional Transit Authority
None
New Orleans, LA 70119
United States

Executive Contact

Darlene Leduff
Director
darlene.leduff@transdev.com
(504) 427-9441



Total Other Considerations

Total Setup

Implementation and Setup
Implementation Discount Value

\$11,200.00
(\$11,200.00)

\$0.00

Estimated Total Net Implementation

Financial
ReviewSales Order
Quote Number
02-2019-659154.1

Company Information

Regional Transit Authority
None
New Orleans, LA 70119
United States

Executive Contact

Darlene Leduff
Director
darlene.leduff@transdev.com
(504) 427-9441

Processing Fees and Considerations

Number of Employees: 2 on Regional Transit Authority



Per Processing

	Count	Min	Base	Rate	Semi-Monthly	Annual
Workforce Now Payroll Solutions	2	-	-	\$4.85	\$9.70	\$232.80
• Essential Plus Payroll						
• Enhanced HR						
• Benefits Administration						
• Essential Time						
Delivery Fee	1	-	\$8.90	-	\$8.90	\$213.60
Additional Jurisdiction (if applicable)	2+			\$8.95/month		



Annual Processing

	Count	Min	Base	Rate	Annual
Year End Forms, W2s or 1099s	2	-	-	\$4.00	\$8.00



Total Annual Investment

Total Annual

Workforce Now Services

\$454.40

Financial
Review

Sales Order

Quote Number
02-2019-659154.1



A more human resource.

Company Information

Regional Transit Authority
None
New Orleans, LA 70119
United States

Executive Contact

Darlene Leduff
Director
darlene.leduff@transdev.com
(504) 427-9441

Important Project and Billing Information

Product

Billing for Payroll Processing Services, HCM and any module bundled into the single per employee per processing fee for payroll, is billed immediately following the client's first payroll processing. The billing count is based on the number of pays submitted during each processing period, therefore total billing may fluctuate.

Billing for all modules bundled under HCM Solutions will begin on the date the ADP Product or Service is available for use by the client in a production environment. The billing count is based on all unique lives in the database paid in the previous calendar month. Any non-terminated employees based outside the United States will be billed separately as International Employees.

Billing for all modules bundled under Talent Activation Suite will begin on the date the ADP Product or Service is available for use by the client in a production environment. The billing count is based on all unique lives in the Workforce Now database paid in the previous calendar month.

Promotion

Promotion will be applied to months 7 and 8 from each product / controls start date (also referred to as the Promotional Period). Actual promotional value may vary based on a number of reasons, including but not limited to: start date, number of processings during the promotional month(s) and actual number of employees paid during the promotional months.

Other

Start Date: Payroll:6/17/2019 | Time:4/29/2019 | HCM:6/24/2019

ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date.

Expiration Date: 5/2/2019

Summary			
Estimated Annual Net Investment:	<u>\$10,943.80</u>	Total Net Implementation:	<u>\$0.00</u>
Estimated Annual Net Investment during promotional period:	<u>\$9,281.00</u>		

The ADP Services Listed on this Sales Order are provided at the prices set forth herein and in accordance with the ADP Master Services Agreement (or other similar agreement governing ADP's services), which shall include any appendix, exhibit, addendum, schedule or other similar document attached thereto or accompanying this Sales Order. By signing below you are acknowledging and agreeing to such terms and conditions and to the listed prices.

Financial
Review

Sales Order

Quote Number
02-2019-659154.1



Company Information

Regional Transit Authority
None
New Orleans, LA 70119
United States

Executive Contact

Darlene Leduff
Director
darlene.leduff@transdev.com
(504) 427-9441

ADP, LLC

Signature: *Sean Gilfoil*

Name: SEAN GILFOIL

Title: DISTRICT MANAGER

Date: 5/2/2019

Client: Regional Transit Authority

Signature: *Sterling J. Stevens*

Name: Sterling J. Stevens

Title: Director of T.T.

Date: 5-2-2019

Financial
Review

Sales Order

Quote Number
02-2019-659154.1



A more human resource.

Company Information

Regional Transit Authority
None
New Orleans, LA 70119
United States

Executive Contact

Darlene Leduff
Director
darlene.leduff@transdev.com
(504) 427-9441

Workforce Now Included Services

Essential Plus Payroll

- Tax Filing Service
- Payment Services
- Reports Library and Custom Report Writer
- Wage Garnishment Processing
- Group Term Life Auto Calculation
- One Delivery Location

- Employee and Manager Self Service
- Access to Mobile Apps
- Employee Discount Program
- New Hire Reporting
- General Ledger Solution
- Online Reports and Pay Statements

Enhanced HR

- ADP Portal with Customized Content
- Paid Time Off (PTO) Accruals Engine
- Multiple Language & Currencies
- Country Specific Workflows & Processes
- Country Specific Custom Fields & Formatting

- Employee Development Tracking
- Onboarding
- Compliance Reporting
- Organization Charting
- Policy Acknowledgement

Benefits Administration

- Multiple Benefit Plan Types
- Flexible Rate Structures (Age Banded & Salary Tiers)
- Notifications & Approvals
- Invoice Auditing
- Annual 1095-C Forms

- Dependent & Beneficiary Tracking
- Employee Open Enrollment
- ACA Measurement Dashboard
- Evidence of Benefit Offering Screens
- Annual 1094-C Filing

Essential Time

- Time Collection
- PTO Management & Reporting
- Request & Approval Workflows
- Paid Time Off Accruals

- Rule Based Calculations
- Scheduling
- Mobile Access

Employment Verification

- Commercial Employment and Income Verifications
- Social Services Verifications
- Workers Compensation Verifications

- Client access to Electronic Reports and Tools
- Immigration Verifications

Performance and Goal Management

- Custom Performance Review Templates
- 360 Degree Peer Review

- Employee Goal Management
- Manager Dashboard

Recruitment and Talent Acquisition

- Requisition Process & Reporting

- Metrics behind Cost & Time to Hire

Financial
Review

Sales Order
Quote Number
02-2019-659154.1



Company Information

Regional Transit Authority
None
New Orleans, LA 70119
United States

Executive Contact

Darlene Leduff
Director
darlene.leduff@transdev.com
(504) 427-9441

Workforce Now Included Services

- Post Directly to Job Boards & Social Sites
Media

- Mobile Experience for Candidates

Thank you for your consideration



ADP Workforce Now
Master Services Agreement



ADP, LLC: (referred to herein as "ADP")

One ADP Boulevard
Roseland, New Jersey 07068
United States

Client: (referred to herein as "Client")

Regional Transit Authority
None

New Orleans, LA 70119, United States

Attention
Darlene Leduff

04-29-2019
(Effective Date)

ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms and subject to the conditions set forth in this Major Accounts Services Master Services Agreement (the "Agreement")

ANNEX A:	GENERAL TERMS AND CONDITIONS
ANNEX B:	PAYROLL PROCESSING & TAX FILING; EMPLOYMENT VERIFICATION SERVICES
ANNEX C:	TIME AND ATTENDANCE SERVICES
ANNEX D:	HR, BENEFITS AND TALENT MANAGEMENT SERVICES

BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT THEY HAVE REVIEWED THE ENTIRE AGREEMENT INCLUDING THE TERMS AND CONDITIONS IN EACH ANNEX CORRESPONDING TO SERVICES PURCHASED PURSUANT TO THE SALES ORDER.

This Agreement includes the Annexes related to the services selected by Client. Each Annex listed above is attached hereto and is incorporated into this Agreement in full by this reference as if set forth in this Agreement in full.

ADP, LLC		CLIENT	
(Signature of Authorized Representative)		(Signature of Authorized Representative)	
SEAN GILFOIL		STERLING S. STEVENS	
(Name - Please Print)		(Name - Please Print)	
DISTRICT MANAGER	5/3/2019	Dir. of I.T.	5/3/2019
(Title)	(Date)	(Title)	(Date)



1 Definitions.

- 1.1 "ADP" has the meaning set forth on the cover page.
- 1.2 "ADP Application Programs" means the computer software programs and related Documentation, including any updates, modifications or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.
- 1.3 "ADP Workforce Now" means ADP's web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance.
- 1.4 "Agreement" means this Major Accounts Services- Master Services Agreement, consisting of the signature pages, the General Terms and Conditions, all exhibits, annexes, addendum, appendices and schedules, and each Amendment, if any.
- 1.5 "Affiliate" means any individual, corporation or partnership or any other entity or organization (a "person") that controls, is controlled by or is under common control of a party. For purposes of the preceding definition, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities or by contract or otherwise.
- 1.6 "API" means ADP approved application programming interface(s) that support point to point interaction of different systems.
- 1.7 "Approved Country" means each country in which, subject to the terms of this Agreement, Client is authorized to use or receive the Services. The Approved Country for the Services is the United States.
- 1.8 "Access Country" has the meaning set forth in Section 2.3.
- 1.9 "Business Day" means any day, except a Saturday, Sunday or a day on which ADP's bank is not open for business in the applicable jurisdiction where services are provided by ADP.
- 1.10 "Client" has the meaning set forth on the cover page.
- 1.11 "Client Content" means all information and materials provided by Client, its agents or employees, regardless of form, to ADP under this Agreement.
- 1.12 "Client Group" means Client and Client's Affiliates who are receiving Services under this Agreement pursuant to a Sales Order.
- 1.13 "Client Infringement Event" means (i) any change, or enhancement in the Services made by Client or any third party on behalf of Client other than at the direction of, or as approved by, ADP, (ii) Client's use of the Services except as contemplated by this Agreement, or (iii) to the extent ADP Application Programs include computer software programs, Client's use of other than the most current release or version of such computer software programs included in the ADP Application Programs, or Client's failure to use corrections or enhancements to such computer software programs included in the ADP Application Programs, in each case provided by ADP to Client at no charge, that results in a claim or action for infringement that could have been avoided by use of such current release or version, or by such corrections or enhancements.
- 1.14 "Confidential Information" means all information of a confidential or proprietary nature, including pricing and pricing related information and all Personal Information, provided by the disclosing party to the receiving party under this Agreement but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.
- 1.15 "Documentation" means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.
- 1.16 "General Terms and Conditions" means the terms and conditions contained in this Annex A.
- 1.17 "Gross Negligence" has the meaning set forth in Section 7.3.1.
- 1.18 "Improvements" has the meaning set forth in Section 5.4
- 1.19 "Incident" means a security breach (as defined in any applicable law) or any other event that compromises the security, confidentiality or integrity of Client's Personal Information.
- 1.20 "Indemnitees" has the meaning set forth in Section 6.3
- 1.21 "Indemnitor" has the meaning set forth in Section 6.3.
- 1.22 "Intellectual Property Rights" means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.
- 1.23 "Internal Business Purposes" means the usage of the Services solely by the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services, to any party outside the Client Group, unless expressly contemplated by this Agreement.
- 1.24 "NACHA" means the National Automated Clearing House Association.
- 1.25 "Payee" means any intended recipient of payments under the Payment Services and may include Client's employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of ADP Wage Payment Services, Payee shall be limited to Client's employees and independent contractors.
- 1.26 "Payment Services" means any Services that involve electronic or check payments being made by ADP to third parties on Client's behalf and at its direction.



- 1.27 **"Personal Information"** means information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.
- 1.28 **"Price Agreement"** means a supplemental agreement between the parties that addresses future price increase rates on certain Services over a specific period of time.
- 1.29 **"Sales Order(s)"** means the document(s) between the parties that lists the specific Services purchased by Client Group from ADP.
- 1.30 **"Services"** means the services (including implementation services related thereto) listed in any Sales Order, and such other services as the parties may agree to be performed from time to time.
- 1.31 **"SOC 1"** means any routine Service Organization Control 1 reports.
- 1.32 **"Termination Event"** means with respect to any party, the occurrence of any of the following: (i) under the applicable bankruptcy laws or similar law regarding insolvency or relief for debtors, (A) a trustee, receiver, custodian or similar officer is appointed over a party's business or property, (B) a party seeks to liquidate, wind-up, dissolve, reorganize or otherwise obtain relief from its creditors, or (C) an involuntary proceeding is commenced against a party and the proceeding is not stayed, discharged or dismissed within thirty (30) days of its commencement, or (ii) a party's Standard and Poor's issuer credit rating falls to or below BB.
- 1.33 **"User"** means any single natural person who, subject to the terms of this Agreement, is authorized by Client to use, access or receive the Services.

2 Provision and Use of Services

- 2.1 **Provision of Services.** ADP, or one of its Affiliates, will provide the Services to Client in accordance with the terms of this Agreement and any applicable Sales Order(s). ADP will provide the Services in a good, diligent and professional manner in accordance with industry standards, utilizing personnel with a level of skill commensurate with the Services to be performed. ADP's performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client's responsibilities and obligations under this Agreement. Without limitation of the foregoing, Client will timely provide the Client Content necessary for ADP to provide the Services.
- 2.2 **Cooperation.** ADP and Client will work together to implement the Services. Client will cooperate with ADP and execute and deliver all documents, forms, or instruments necessary for ADP to implement and render the Services. Client will provide ADP with all reasonable and necessary Client Content in the format requested by ADP, and will otherwise provide all reasonable assistance required of Client in order for ADP to implement the Services.
- 2.3 **Use of Services.** Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes in the Approved Country. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client is responsible for the accuracy and completeness of the Client Content provided to ADP. In addition, the ADP Workforce Now HR and/or Talent modules (but specifically excluding Document Cloud and Onboarding Services), may be accessed by Client's HR Administrator to track employees located in the countries specified on the ADP Workforce Now Approved Country (Global Suitability) List found at www.productdescription.majoraccounts.adp.com (each an "Access Country"). For the avoidance of doubt, the ADP Workforce Now HR and/or Talent modules are intended to be used within the United States only and for tracking purposes only when used as a Client's HR global system of record.
- 2.4 **Errors.** Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.
- 2.5 **Records.** Without prejudice to ADP's obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from and Client Content provided to ADP in connection with the Services to the extent required by Client.

3 Compliance.

- 3.1 **Applicable Laws.** Each party will comply with applicable laws and regulations that affect its business generally, including any rule and regulations applicable to ADP regarding export controls and trade with prohibited parties.
- 3.2 **Design of the Services.** ADP will design the Services, including the functions and processes applicable to the performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives or fails to give to ADP, including as part of the implementation of the Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.
- 3.3 **Online Statements.** If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099 or Forms 1095-C, as applicable, without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2, Forms 1099 or Forms 1095-C, as applicable, satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.
- 3.4 **Data Protection Laws.** Client represents that Personal Information transferred by Client or at Client's direction to ADP has been collected in accordance with applicable privacy laws, and ADP agrees that it shall only process the Personal Information as needed to perform the Services, or as required or permitted by law.



4 Confidentiality

- 4.1 General.** All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees with a need to know the Confidential Information and will instruct those employees to keep such information confidential. ADP may disclose Client's Confidential Information on a need to know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain liable for any unauthorized disclosure of Client's Confidential Information by those subcontractors, (ii) employees of ADP's Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and other Services recipients' information in an aggregated, anonymized form, such that neither Client nor such person may be identified, and Client will have no ownership interest in such aggregated, anonymized data. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party vendors of Client as designated by Client from time to time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.
- 4.2 Return or Destruction.** Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, and to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party, such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.
- 4.3 Transfer.** The Services may be performed by ADP Affiliates or subcontractors located in other countries, and ADP may transfer or permit access to Client's Confidential Information, including employees' Personal Information, for the purposes of performing the Services outside of Canada and the United States of America. As a result, Client's employees' Personal Information may be subject to the laws of such jurisdictions and may be accessible to the courts and law enforcement authorities of those jurisdictions. Notwithstanding the foregoing, ADP will remain responsible for any unauthorized disclosure or access of Client's employees' Personal Information by any ADP Affiliate or subcontractor in the performance of any such Services.

5 INTELLECTUAL PROPERTY

- 5.1 Client IP Rights.** Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the term of this Agreement a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.
- 5.2 ADP IP Rights.** Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the term of this Agreement a personal, non-exclusive, non-transferable, royalty-free license to use and access the ADP Application Programs solely for the Internal Business Purposes in the Approved Countries and the Access Countries. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, decompile, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.
- 5.3 Ownership of Reports.** Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for its Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.
- 5.4 Improvements.** ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to any ADP Application Programs that are included in the Services (collectively "Improvements") if and as they are made generally available by ADP at no additional cost to ADP's other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs



6 Indemnities

- 6.1 ADP Indemnity.** Subject to the remainder of this Section 6.1, and Section 6.3 and 7, ADP shall defend Client in any suit or cause of action, and indemnify and hold Client harmless against any damages payable to any third party in any such suit or cause of action, alleging that the Services or ADP Application Programs, as provided by ADP and used in accordance with the terms of this Agreement, infringe upon any Intellectual Property Rights of a third party in an Approved Country. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any cause of action to the extent resulting from a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement. If any Service is held or believed to infringe on any third-party's Intellectual Property Rights, ADP may, in its sole discretion, (i) modify the Service to be non-infringing, (ii) obtain a license to continue using such Service, or (iii) if neither (i) nor (ii) are practical, terminate this Agreement as to the infringing Service.
- 6.2 Client Indemnity.** Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims and will indemnify and hold ADP harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on the occurrence of a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement.
- 6.3 Indemnity Conditions.** The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the "Indemnitee") shall promptly notify the indemnifying party (the "Indemnitor") of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof, (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

7 Limit on Liability

- 7.1 Ordinary Cap.** Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, neither party's aggregate limit on monetary damages in any calendar year shall exceed an amount equal to six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year (the "Ordinary Cap"). ADP will issue Client a credit(s) equal to the applicable amount and any such credit(s) will be applied against subsequent fees owed by Client.
- 7.2 Extraordinary Cap.** As an exception to Section 7.1, if damages (monetary or otherwise) arise from a breach of Section 4.1 (Confidentiality) or Section 9.3 (Data Security), the Ordinary Cap will be increased by an additional six (6) times the average ongoing monthly Service fees paid or payable to ADP by Client during such calendar year (the "Extraordinary Cap"). For the avoidance of doubt, in no case shall either party's aggregate limit on monetary damages in any calendar year under this Agreement exceed twelve (12) times the average monthly ongoing Service fees paid or payable to ADP by Client during such calendar year.
- 7.3 Matters not Subject to Either Cap.** The limitations of liability set forth in Sections 7.1 and 7.2 shall not apply to:
- 7.3.1** Either party's Gross Negligence, or willful, criminal or fraudulent misconduct; for the purposes of this Agreement, "Gross Negligence" shall be defined as: (1) willful, wanton, careless or reckless conduct, misconduct, failures, omissions, or disregard of the duty of care towards others of a risk known or so obvious that the actor must be taken to have been aware of it, and with an intent to injure or so great as to make it highly probable that harm would follow and/or (2) failure to use even the slightest amount of care, or conduct so reckless, as to demonstrate a substantial lack of concern for the safety of others. For the avoidance of doubt, Gross Negligence must be more than any mere mistake resulting from inexperience, excitement, or confusion, and more than mere thoughtlessness or inadvertence or simple inattention;
 - 7.3.2** The infringement indemnity set forth in Sections 6.1 and 6.2;
 - 7.3.3** Client's obligations to pay the fees for Services;
 - 7.3.4** ADP's obligations to provide credit monitoring and notifications as set forth in Section 10.2;
 - 7.3.5** Client's funding obligations in connection with the Payment Services;
 - 7.3.6** ADP's loss or misdirection of Client funds in possession or control of ADP due to ADP's error or omission;
 - 7.3.7** In connection with the Employment Tax Services as provided in Annex B, (a) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (b) all tax penalties resulting from ADP's error or omission in the performance of such Service. The provisions of this (iv) shall only apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP.
 - 7.3.8** Client's use or access of the Services and/or ADP Application Programs outside of the Approved Countries and/or Access Countries.
- 7.4 Mitigation of Damages.** ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or relating to the Services.
- 7.5 No Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, CLIENT OR ANY BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN



CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from ADP's or Client's (i) willful, criminal or fraudulent misconduct, or (ii) breach or breaches of Section 4.1 or Section 9.3 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Section 7.5(ii) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

8 WARRANTIES AND DISCLAIMER

- 8.1 Warranties.** Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.
- 8.2 DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED "AS IS" AND ADP AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, CURRENTNESS, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE, WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.

9 SECURITY AND CONTROLS

- 9.1 Service Organization Control Reports.** Following completion of implementation of any applicable Services, ADP will, at Client's request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports ("SOC 1 Reports") (or any successor reports thereto) directly related to the core ADP Application Programs utilized to provide the Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.
- 9.2 Business Continuity; Disaster Recovery.** ADP has established and will maintain a commercially reasonable business continuity and disaster recovery plan and will follow such plan.
- 9.3 Data Security.** ADP has established and will maintain an information security program containing appropriate administrative, technical and physical measures to protect Client data (including any Personal Information therein) against accidental or unlawful destruction, alteration, unauthorized disclosure or access consistent with applicable laws. In the event ADP suspects any unauthorized access to, or use of, the Services, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of the Client's data.

10 DATA SECURITY INCIDENT

- 10.1 Notification.** If ADP becomes aware of a security breach (as defined in any applicable law) or any other event that compromises the security, confidentiality or integrity of Client's Personal Information (an "Incident"), ADP will take appropriate actions to contain, investigate and mitigate the Incident. ADP shall notify Client of an Incident as soon as reasonably possible.
- 10.2 Other ADP Obligations.** In the event that an Incident is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required and where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in applicable jurisdictions.

11 PAYMENT TERMS

- 11.1 Fees and Fee Adjustments.** Client will pay to ADP the fees and other charges for the Services as set forth in the Sales Order. Unless there is a Price Agreement in effect, the fees set forth in the Sales Order will remain fixed during the first six (6) months following the Effective Date and thereafter, ADP may modify the fees on an annual basis upon thirty (30) days' prior written notice to Client. The fees presented in the Sales Order were calculated based upon particular assumptions relative to Client requirements (including funding requirements), specifications, volumes and quantities as reflected in the applicable Sales Order and related documentation, and if Client's actual requirements vary from what is stated, ADP may adjust the fees based on such changes. The fees do not include any customizations to any Service.



- 11.2 Additional Services and Charges.** If Client requests additional services offered by ADP not included in this Agreement, and ADP agrees to provide such services: (i) those services and related fees will be included in a separate Sales Order; (ii) any Services provided to Client but not included in a Sales Order will be provided subject to the terms of this Agreement and charged at the applicable rates as they occur; and (iii) those services will be considered to be "Services" for purposes of this Agreement. Additional charges may be assessed Client in relation to the performance of the Services in certain circumstances, including without limitation, late funding, an insufficient funds notification and emergency payment requests from Client.
- 11.3 Fees for Implementation Services.** Implementation fees are due and payable by Client upon the go-live date for such Services. However, if this Agreement or any Service are terminated after implementation services have started but before the go-live date, the greater of the following amounts shall be immediately due and payable by Client: (i) implementation fees for implementation services performed up to the date of termination; or (ii) 30% of the total Implementation Fees set out in the Sales Order.
- 11.4 Invoicing.** ADP will notify Client of all applicable Services fees payable by Client by way of invoice or other method (i.e. ADP's on-line reporting tool). Client will pay the amount on each invoice or such other similar document in full within seven (7) days of notification via the agreed to method of payment. All amounts not paid when due are subject to a late payment charge of one and one-half percent (1½%) per month (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid.
- 11.5 Currency.** Client shall pay the fees in US dollars.
- 11.6 Taxes.** Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP's net income.
- 11.7 Postage, Shipping Travel and out-of-pocket expenses.** ADP will invoice Client for postage charges, delivery charges, other third party charges, and reasonable travel and out-of-pocket expenses as necessary to provide the Services.
- 11.8 Funding Requirements and Disbursement Disclosures.** With respect to Payment Services to be deducted by ACH or Pre-Authorized Debit, Client must have sufficient good funds for payment of the payroll obligations, tax filing obligations, wage garnishment deduction obligations, service fees (as applicable), expenses, and any other applicable charges, to be direct debited from Client's designated account no later than one (1) banking days prior to the pay date for the applicable payroll (in the case of payroll processing services), or as otherwise agreed by the parties. For reverse wire clients, funds must be available (a) one (1) banking day prior to the pay date for the applicable payroll (in the case of the ADP Employment Tax Services) and (b) two (2) banking days prior to the pay date for all other Payment Services, or as otherwise agreed by the parties. In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee (currently \$10.00) for each wire transfer. Notwithstanding the foregoing, ADP reserves the right to modify the aforementioned deadlines at any time and will communicate any such modifications to Client.
- 11.9 Change Control.** In the event either party requests a change in the scope of Services (including implementation services) or any rework is required by ADP as a result of a delay by Client in implementation of any Services (each a "**Change Control Item**"), the parties shall address such change request, if possible via ADP's change control process. Change Control Items and the cost associated with such changes (if any) to the Services shall be mutually agreed to by the parties and shall be defined in a Statement of Work agreed to by the parties, with the exceptions of Change Control Items that are required to be made by law or regulation applicable to the Services or to the duration of implementation services, which ADP will notify Client of prior to making the change.

12 Term; Termination; Suspension

- 12.1 Term; Termination for Convenience** This Agreement will commence on the Effective Date and remain in effect until terminated by either party in accordance with the terms hereof. Subject to the terms of any Price Agreement, either party may terminate this Agreement or any Service upon ninety (90) days' prior written notice to the other party (except as otherwise set forth in any Annex herein). In the event Client does not provide ADP with the proper notice as set forth in the previous sentence, Client shall pay ADP for any fees for Services that would have been incurred by Client during such notice period (calculated based on an average of the prior six months of invoices for such terminated Services, or shorter period of time if there has been less than six months of invoices).
- 12.2 Termination for Cause.** Either party may terminate this Agreement for the other's material breach of this Agreement if such breach is not cured within sixty (60) days following notice thereof or in the event either party is the subject of a Termination Event. In addition, ADP may terminate this Agreement in the event Client fails to timely pay fees for Services performed within 10 days following notice that such fees are past due. ADP may also terminate this Agreement or the Services immediately on written notice to Client if the provision of Service to Client causes or will cause ADP or its Affiliates to be in violation of any laws, rules or regulations applicable to it including any sanction laws applicable to ADP or any Affiliate.
- 12.3 Suspension.** Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP (A) immediately if: (i) Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery agreed upon as it relates to the applicable Payment Services; or (ii) Client breaches any rules promulgated by NACHA as it relates to ADP conducting electronic payment transactions on behalf of Client, and (B) with 24 hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client's

account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are terminated or suspended pursuant to Sections 12.2 or 12.3, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf to a third party. If the Payment Services are terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third party payment obligations covered by the Payment Services then or thereafter due (including, without limitation, for ADP Employment Tax Services any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 7.3.7), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any payee, which have not been paid or reimbursed by Client. If the Payment Services remain suspended for thirty (30) days, the Payment Services will be terminated on the 31st day following suspension.

- 12.4 Post Termination.** At any time prior to the actual termination date, Client may download Client's information or reports available to it in conjunction with all of the Services provided to Client by ADP. Upon termination of this Agreement, Client may order from ADP any data extraction offered by ADP, at the then prevailing hourly time and materials rate.

13 Reserved.

- 14 Additional Terms.** In addition to the terms set forth in any subsequent Annexes attached hereto, the following terms shall apply.

- 14.1 ESS & MSS Technology.** Employee self-service (ESS) and Manager self-service (MSS) functionality provides all Client Users (practitioners, managers and employees) 24x7 online access to ADP Application Programs. The following additional terms apply to the ESS & MSS Technology:

14.1.1 Client acknowledges that Client's employees or participants may input information into the self-service portions of the ADP Application Programs. ADP shall have no responsibility to verify, nor does ADP review the accuracy or completeness of the information provided by Client's employees or participants to ADP using any self-service features. ADP shall be entitled to rely upon such information in the performance of the Services under this Agreement as if such information was provided to ADP by Client directly.

- 14.2 ADP Marketplace.** Enable Client to build applications and/or purchase available applications via online store. Provide access to certain Client data stored in ADP systems via industry-standard Application Programming Interfaces (APIs). The following additional terms apply to the ADP Marketplace (applies only if Client accesses ADP Marketplace Services):

14.2.1 Transmitting Information to Third Parties. In the event that Client elects to use an API to provide any Client Content or employee or plan participant information to any third party, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state, or local laws and/or regulations. ADP shall not be responsible for any services or data provided by any such third party.

14.2.2 Use of the ADP APIs. Client will use the ADP APIs to access Client's information only. Client may not use any robot, spider, or other automated process to scrape, crawl, or index the ADP Marketplace and will integrate Client's application with the ADP Marketplace only through documented APIs expressly made available by ADP. Client also agrees that Client will not (a) use the ADP Marketplace or any ADP API to transmit spam or other unsolicited email; (b) take any action that may impose an unreasonable or disproportionately large load on the ADP infrastructure, as determined by ADP; or (c) use the ADP APIs or the ADP Marketplace in any way that threatens the integrity, performance or reliability of the ADP Marketplace, Services or ADP infrastructure. ADP may limit the number of requests that Client can make to the ADP API gateway to protect ADP's system or to enforce reasonable limits on Client's use of the ADP APIs. Specific throttling limits may be imposed and modified from time to time by ADP.

15 Miscellaneous

- 15.1 Amendment.** This Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Client.
- 15.2 Assignment.** Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. However, Client may assign any or all of its rights and obligations to any other Client Group member and ADP may assign any or all of its rights and obligations to any Affiliate of ADP, provided that any such assignment shall not release the assigning party from its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15.3 Additional Documentation.** In order for ADP to perform the Services, it may be necessary for Client to execute and deliver additional documents (including reporting agent authorization, client account agreement, limited powers of attorney, etc.) and Client agrees to execute and deliver such additional documents.
- 15.4 Subcontracting.** Notwithstanding Section 15.2, ADP reserves the right to subcontract any or all of the Services, provided that ADP remains fully responsible under this Agreement for the performance of any such subcontractor. For the avoidance of doubt, third parties used by ADP to provide delivery or courier services, including the postal service in any country or any third party courier service, and banking institutions, are not considered subcontractors of ADP.
- 15.5 Entire Agreement.** This Agreement constitutes the entire agreement and understanding between ADP and Client with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. No party will be bound by any representation, warranty, covenant, term or condition

- other than as expressly stated in this Agreement. Except where the parties expressly state otherwise in a relevant exhibit, annex, appendix or schedule, in case of conflict or inconsistency between this Annex A and any such exhibit, annex, appendix or schedule, this Annex A will prevail and control. Purchase orders or statements of work submitted to ADP by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statements of work will have no force and effect and will not amend or modify this Agreement.
- 15.6 No Third Party Beneficiaries.** Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees, Users and any administrative authorities).
- 15.7 Force Majeure.** Any party to this Agreement will be excused from performance of its obligations under this Agreement, except for Client's obligation to pay the fees to ADP pursuant to Section 11, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, labor disputes or disturbances, governmental regulations, communication or utility failures or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.
- 15.8 Waiver.** The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach of, or compliance with, any other provision of this Agreement.
- 15.9 Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.
- 15.10 Severability.** If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.
- 15.11 Relationship of the Parties.** The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. None of ADP's employees, agents or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.
- 15.12 Governing Law.** This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.
- 15.13 Jurisdiction.** Any disputes that may arise between ADP and Client regarding the performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of New York, New York. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts of New York, New York and waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.
- 15.14 Communications Regarding Offers.** In connection with the Services, with the exception of employees and/or participants outside of the United States, ADP may from time to time identify products and/or services that will benefit Client's employees and/or participants (collectively, "Offers"). In order to extend such Offers to Client's employees and/or participants, Client agrees that ADP may use Client's employee and participant contact information, including email addresses for such purpose. Upon thirty days' prior written notice, Client may elect for ADP to cease sending future Offers to its employees and/or participants. In addition, each communication sent by ADP will comply with applicable laws and will enable the recipient to opt-out of receiving additional Offers from ADP.
- 15.15 Counterparts.** This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.16 Notices.** All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording delivery, if sent via an internationally recognized overnight courier service with signature notification requested to Client at the address indicated on the signature page hereof and to ADP at 15 Waterview Boulevard, Parsippany, New Jersey 07054, Attention: Legal Department or to any other address a party may identify in writing from time to time. A copy (which shall not constitute notice) of all such notices shall be sent to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel and to Client at the address indicated on the cover page hereof.
- 15.17 Survival.** Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement, shall survive termination or expiration of this Agreement.



ADP Workforce Now | Annex B

Payroll, Employment Tax, Wage Payment and Employment Verifications Services

- 1 **Payroll Services.** Administration and processing of payroll including performing gross-to-net calculations and generating and/or transmitting of payment instructions and also including the following:
 - 1.1 **ADP Employment Tax Services.** Coordination of payroll-related tax and/or regulatory agency deposits, filings, and reconciliations on behalf of employers.
 - 1.2 **ADP Wage Payment Services.** Payment of wages, commissions, consulting fees, or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check, or payroll debit cards, in each case to the extent the method of payment delivery is in scope, and online posting of pay statements to the extent applicable. Such services may be provided via ADPCheck Services, ADP Direct Deposit Services, and Payroll Card Services (if elected additional terms set forth in Annex J shall apply).
 - 1.3 **Print and Online Statement Services.** Print and distribution of payroll checks, pay statements, and/or year-end statements, as well as online posting of pay statements and/or year-end statements.
 - 1.4 **Wage Garnishment Payment Services.** Garnishment payment processing and disbursement of payments to appropriate payees as directed by client.
- 2 **Billing.** Payroll, Employment Tax & Wage Payment Services and any other Services bundled into the pricing for such services are billed immediately following Client's first payroll processing. The billing count is based on the number of pays submitted during each payroll processing period, therefore total billing may fluctuate.
- 3 **ADP Wage Payment Services.** The following additional terms and conditions apply to the ADP Wage Payment Services:
 - 3.1 **Client Credentialing.** Client understands and acknowledges that the implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP may deem necessary in connection with the provision of Payment Services.
 - 3.2 **Additional Requirements.** Payment Services may be subject to the rules and standards of any applicable clearing house, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.
 - 3.3 **Funding Obligations.** Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.
 - 3.4 **Investment Proceeds; Commingling of Client Funds.** IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by client and/or by jurisdiction.
 - 3.5 **Recovery of Funds; Stop Payment Requests.** Client agrees to cooperate with ADP and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP. Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.
 - 3.6 **ADPCheck Services.** Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date. With respect to ADPChecks drawn on an ADP bank account, to request a stop payment, Client shall provide ADP with a written stop payment order request in the form provided by ADP and ADP shall place a stop payment order in accordance with its standard operating procedures.
 - 3.7 **Full Service Direct Deposit (FSDD).** Prior to the first credit to the account of any employee or other individual under FSDD services, Client shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account in error.
- 4 **ADP Employment Tax Services.** The following additional terms and conditions apply to the ADP Employment Tax Services:
 - 4.1 **Important Tax Information (IRS Disclosure).** Notwithstanding Client's engagement of ADP to provide the ADP Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details.
 - 4.2 **State Unemployment Insurance Management.** Subject to Section 15.7 of Annex A, Client's compliance with its obligations in Sections 4.2.1 and 4.2.2 herein, and any delays caused by third parties (e.g., postal service, agency system and broker delays) and events beyond ADP's reasonable control, ADP will deliver the State Unemployment Insurance Management Services ("SUI Management Services") within the time periods established by the relevant unemployment compensation agencies.



- 4.2.1 **Provision of Information; Contesting Claims.** Client will on an ongoing basis provide ADP and not prevent ADP from furnishing all information necessary for ADP to perform the SUI Management Services within the timeframes established or specified by ADP. The foregoing information includes without limitation the claimants' names, relevant dates, wage and separation information, state-specific required information, and other documentation to support responses to unemployment compensation agencies.
- 4.2.2 **Transfer of Data.** Client may transfer the information described in Section 4.2.1 to ADP via: (i) on-line connection between ADP and Client's computer system, or (ii) inbound data transmissions from Client to ADP. Client will provide the data using mutually acceptable communications protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.
- 4.2.3 Client acknowledges that ADP is not providing storage or record keeping of Client records as part of the SUI Management Services, and that if the SUI Management Services are terminated, ADP may, in conformity with Section 4 of Annex A, dispose of all such records. If the SUI Management Services are terminated, any access Client has to ADP websites containing Client's data will expire and Client will be responsible for downloading and gathering all relevant data prior to expiration of any such access that may have been granted.

5 Employment Verification Services. Client desires to receive and ADP agrees to provide the following Services to Client in addition to those already provided under the Agreement.

5.1 Definitions. Unless a capitalized term used herein is defined herein, it shall have the same meaning ascribed that term in the Agreement.

- 5.1.1 "FCRA" Fair Credit Reporting Act, 15 U.S.C. §1681 et seq.
- 5.1.2 "Verification Agent" has the meaning set forth in Section 5.2.1.1
- 5.1.3 "Verification Data" has the meaning set forth in Section 5.2.1.1.
- 5.1.4 "Verifiers" has the meaning set forth in Section 5.2.1.1.

5.2 Additional Terms. To the extent Client has not opted out of receipt of Employment Verification Services, the following additional terms and conditions shall apply:

5.2.1 Verification Services and Authorization as Agent.

- 5.2.1.1 ADP currently provides the Employment Verification Services through The Work Number®, an Equifax Workforce Solutions service though ADP reserves the right to provide them through another entity (each, a "Verification Agent"). Notwithstanding anything to the contrary in Section 4.1 of Annex A, Client authorizes ADP and its Verification Agents to disclose, on Client's behalf, employment information (including employees' place of employment and employment status) and income information (including total wages per year to date and previous year income) of Client and Client's employees (or former employees) (collectively, "Verification Data"), to commercial, private, non-profit and governmental entities and their agents (collectively, "Verifiers"), who wish to obtain or verify any of Client's employees' (or former employees') Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to the FCRA, and, in the case of income information requests, who additionally certify they have a record of the employee's consent to such disclosure or who utilize a salary key. In accordance with FCRA, Verification Data may be provided to Verifiers where (i) the employee has applied for a benefit (such as credit, other employment or social services assistance); (ii) the employee has obtained a benefit and the Verifier is seeking to (a) determine whether the employee is qualified to continue to receive the benefit; and/or (b) collect a debt or enforce other obligations undertaken by the employee in connection with the benefit; or (iii) the Verifier is otherwise entitled under FCRA to obtain the Verification Data. In certifying they have a record of the employee's consent, Verifiers generally rely on the employee's signature on the original application as authorization for the Verifier to access the employee's income data at the time of the application and throughout the life of the obligation. Client understands that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.
- 5.2.1.2 **Data Quality.** If requested by ADP, Client agrees to work with ADP during implementation to produce a test file and validate the Verification Data included in the Verification Services database using validation reports made available by ADP or its Verification Agents. If Client uses ADP's hosted payroll processing services, ADP will update the Verification Services database with the applicable Verification Data available on ADP's payroll processing system.
- 5.2.1.3 **Notice to Furnishers of Information: Obligations of Furnishers of Information ("Notice to Furnishers").** Client certifies that it has read the Notice to Furnishers provided to Client at the following URL: <https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>. Client understands its obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certifies it will comply with all such obligations. Client further understands that if it does not comply with such obligations, ADP may correct incorrect Verification Data on behalf of Client or terminate the Employment Verification Services upon 90 days prior written notice to Client.
- 5.2.1.4 **Archival Copies.** Notwithstanding anything to the contrary in Annex A, Client agrees that, after the termination of this Agreement, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Client's employees and former employees and the provisions of Section 4.1 of Annex A will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.
- 5.2.1.5 **Additional Termination Provisions for Employment Verification Services.** ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon 90 days prior written notice to Client should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent.



ADP Workforce Now | Annex C

Time and Attendance Services

- 1 **ADP Time & Attendance Services.** ADP will provide Client with those time & attendance services delivered via ADP Workforce Now including ADP Workforce Now Essential Time or ADP Workforce Now Enhanced Time ("ADP Time & Attendance Services"). For the hosted the ADP Workforce Now Enhanced Time product only, additional license terms are available at www.adp.com/tlmlicenseterms. ADP Workforce Now Enhanced Time and ADP Workforce Now Essential Time products are available for use in a limited number of countries outside the United States, although certain restrictions and requirements may apply.
- 2 **Billing for ADP Time & Attendance Services.** Billing for ADP Time & Attendance Services will begin on the date such Services are available for use by Client in a production environment. Notwithstanding the foregoing, if ADP Time & Attendance Services are bundled with ADP Payroll Services, then billing will commence in accordance with the terms of Section 2 of Annex B.
- 3 **Time & Attendance Hardware.** If ADP agrees to provide Client with the data collection devices (e.g. Timeclock, HandPunch, etc.) (the "Time & Attendance Hardware") as described in the Sales Order, the following terms will apply:
 - 3.1 If Client procures Time & Attendance Hardware, Client shall provide and maintain an installation environment (including all power, wiring and cabling required for installation) as specified in the manufacturer's product documentation and other written instructions provided to Client by ADP.
 - 3.2 Regarding Time & Attendance Hardware provided on a subscription basis only, Client shall not make any alterations or attach any devices thereto that are not provided by ADP, nor shall Client remove same from the place of original installation without ADP's prior consent. All right and title in the Time & Attendance Hardware are procured on a subscription basis is, and at all times shall remain, that of ADP and a separate item of personal property of ADP, notwithstanding its attachment to other items or real property, and promptly upon termination of the ADP Time & Attendance Services, for any reason whatsoever, Client shall, at its expense, return such Time & Attendance Hardware in good condition, in accordance with ADP's instructions, normal wear and tear excepted. If such Time & Attendance Hardware is not promptly returned, Client agrees to purchase same at fair market value. Repairs and replacements required as a result of any of the following shall not be included in any maintenance services and shall be charged at ADP's then current rates: (i) damage, defects, or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical, or electrical stress, or causes other than normal or intended use; (ii) failure of Client to provide and maintain a suitable installation environment; (iii) any alterations made to or any devices not provided by ADP attached to the Time & Attendance Hardware; and (iv) malfunctions resulting from use of badges or supplies not approved by ADP.
 - 3.3 **Maintenance Fees.** Maintenance services for the Time & Attendance Hardware apply automatically to Time & Attendance Hardware obtained under the subscription option (and any charges therefore are already included in the monthly time and attendance subscription fees). The costs for maintenance services for Time & Attendance Hardware under the purchase option are not included in the purchase price for such equipment; a separate annual maintenance fee applies. Client, under the purchase option, may terminate its receipt of maintenance services by providing written notice to ADP no less than thirty (30) days prior to the end of the then current annual coverage period. ADP is not required to rebate to Client any maintenance fees relating to a current or prior coverage period. (NOTE: If Client selects the purchase option but opts not to receive (or terminates) maintenance services hereunder by executing a waiver of maintenance services, any such services provided by ADP at Client's request will be subject to ADP's then current charges for such services.) No Time & Attendance Hardware maintenance is done at the Client site. Client shall bear all delivery/shipping costs and all risk of loss during shipment/delivery of Time & Attendance Hardware relating to maintenance services.
 - 3.4 **Maintenance Services.** ADP will maintain the Timeclock Equipment to be free from defects in material and workmanship as follows: Any parts found to be defective (except as specifically excluded below) shall be replaced or repaired, at ADP's or its designee's option, without charge for parts or labor, provided that the Time & Attendance Hardware has been properly installed and maintained by Client and provided that such equipment has been used in accordance with this Agreement or other accompanying documentation including, but not limited to, Client's Sales Order provided by ADP or its designee and has not been subject to abuse or tampering.
 - 3.5 **Biometrics.**
 - 1.1.1. **Definitions.**
 - 1.1.1.1. **"Biometric Data"** includes the information collected by timeclocks and software that use finger and/or hand scan technology, which potentially may include Biometric Identifiers and Biometric Information.
 - 1.1.1.2. **"Biometric Identifier"** means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.
 - 1.1.1.3. **"Biometric Information"** means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual.
 - 1.1.1.4. **"Biometric Services"** means services provided by ADP to Client via the use of timeclocks and software in connection with ADP's provision of Time & Attendance Services, to the extent such timeclocks or software collect, store or use Biometric Data.
 - 1.1.1.5. **"Biometric User"** means Client's employees or independent contractors who are requested or required by Client to use Biometric Services to record their attendance, hours worked or other work-related data.
 - 1.1.2. **Additional Terms.** Biometric Services are optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which potentially may apply to Client's use of Biometric Services. To the extent Client elects to use Biometric Services, Client agrees to comply with all such laws and regulations in accordance with this Agreement and Section 3.2 of the Annex A. In the event Client is unwilling to comply with laws and regulations relating to Biometric Services, Client will be able to continue to use Time & Attendance Services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric Services are part of the scope of Services:

- 1.1.2.1. **Requirements for Receipt of Biometric Services.** Before any Client or Biometric User is permitted to use any Biometric Services in a jurisdiction where laws and regulations potentially govern such use, Client will comply with the following requirements, in addition to any other requirements imposed by potentially applicable law (to the extent there is a conflict between the requirements below and the requirements of potentially applicable law, Client will comply with potentially applicable law):
- 1.1.2.2. **Client Biometric Information Policy.** Client will implement, distribute and make available to the public, a written policy establishing Client's policy with respect to the use of Biometric Data. Such policy will include:
 - 1.1.2.2.1. a retention schedule and guidelines for permanently destroying Biometric Identifiers and Biometric Information;
 - 1.1.2.2.2. a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such identifiers or information has been satisfied or within 3 years of the individual's last interaction with Client, whichever occurs first; and any additional requirements as required by applicable law.
- 1.1.2.3. **Biometric User Notice and Consent.** Client will provide notice and procure and retain appropriate consents or releases from Biometric Users in the manner and to extent the same are required by applicable law, including:
 - 1.1.2.3.1. notifying Biometric Users in writing that Client, its vendors, and/or the licensor of Client's time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that Client is providing such Biometric Data to its vendors and the licensor of Client's time and attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used;
 - 1.1.2.3.2. obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing Client, its vendors, and licensor of Client's time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by Client, and authorizing Client to provide such Biometric Data to its vendors and the licensor of Client's time and attendance software; and if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by Client, and/or certifying to ADP that such consents or releases have been obtained.
- 1.1.2.4. **Retention and Purging of Biometric Data.** Client will work with ADP to ensure that Biometric Data is retained and purged in accordance with applicable law. To the extent necessary for the purging or deletion of such Biometric Data, Client agrees to provide timely notification to ADP of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Client's failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.
- 1.1.2.5. **Storage of Biometric Data in Timeclocks.** Client agrees that it shall use a reasonable standard of care consistent with potentially applicable law to store, transmit and protect from disclosure any paper or electronic biometric data collected in timeclocks. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which Client stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.
- 1.1.3. **Third Party Beneficiary.** Notwithstanding anything to the contrary in the Agreement, Client agrees that ADP and licensor of any applicable Biometric Services (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to Biometric Services.
- 1.1.4. **Additional Termination Provisions for Biometric Services.** If ADP determines that Client has failed to comply with any potentially applicable laws and regulations applicable to the Biometric Services, ADP may, in its sole discretion and upon notice to Client, immediately suspend or terminate the Biometric Services.



- 1 **ADP HCM Services.** Only those Services that have been purchased by Client (as listed on a Sales Order) will be applicable.
 - 1.1 **ADP Document Cloud.** Integrated solution to support maintenance and retrieval of employee-specific documents via cloud-based technology.
 - 1.2 **Benefit Services.** Benefit-related services made up of the following:
 - 1.2.1. **Health and Benefits Services.** Technology to facilitate the administration of employee benefits, including applying eligibility rules, facilitating online enrollment and changes and calculating payroll deductions within a unified system, as well as providing data to carriers through ADP carrier connection services.
 - 1.3 **Business Intelligence.** Provide tools to analyze and understand data.
 - 1.3.1. **Analytics.** Enables an employer to gain insight from data for key Human Capital Management (HCM) metrics.
 - 1.4 **Global Data Storage.** Ability to house global employee HR data (personal, employment, and job data) within HR system of record.
 - 1.5 **Human Resources Administration Services.** Administration of human resource functions using a unified system to process and audit employee lifecycle events, provide compliance tracking and reporting, including new hire reporting, and automate notification and approval processes via self-service/direct access, and also including:
 - 1.6 **Talent Acquisition Solutions.** Talent acquisition solutions made up of the following:
 - 1.6.1. **ADP Recruitment Management Services.** Talent recruitment management technology, including talent acquisition and on-boarding for exempt and non-exempt workforce.
 - 1.7 **Talent Management Solutions.** Technology to facilitate the administration of talent management services, including:
 - 1.7.1 **Performance Management.** Solutions and tools to facilitate the performance management process, including goal alignment, and employee engagement.
 - 1.7.2 **Compensation Management.** Solutions and tools to administer the compensation planning process.
- 2 **Billing for HR, Benefits & Talent Services.** Billing for any HR, Benefits & Talent Services will begin on the date such Services are available for use by the client in a production environment. The billing count for any HR, Benefits or Talent Services when the pricing for such Services is not bundled with Client's pricing for ADP Payroll Services is based on all unique lives in the database paid in the previous calendar month. If pricing for HR, Benefits & Talent Services are bundled with ADP Payroll Services, then billing for such Services shall commence in accordance with the terms of Section 2 of Annex B.
- 3 **ADP Recruitment Management Services.** The following additional terms and conditions apply to the ADP Recruitment Management Services (applies only if Client has purchased ADP Recruitment Management Services):
 - 3.1 **Hiring Practices.** Client shall be exclusively responsible for all hiring practices, including, but not limited to, complying with all employment laws, including, if applicable, the monitoring, analysis and reporting of any adverse impact that may result from any specification or criteria that Client uses to rank candidates in the ADP Recruitment Management Services Application Programs.
 - 3.2 **Vendors.** Client shall be exclusively responsible all access and use of the ADP Recruitment Management Services by its vendors and such vendors' compliance with the terms of this Agreement.
- 4 **Benefit Services.** The following additional terms and conditions apply to the Benefit Services (applies only if Client has purchased Benefits Services):
 - 4.1 **Carrier Connections.** ADP will, at Client's request, and for an additional charges as set-out in the applicable Sales Order, provide Client with the following Carrier Connections services:
 - 4.1.1. ADP will electronically transmit employee data, including employee benefits enrollment data, to Client's carriers or other third parties authorized by Client, and Client authorizes ADP to provide such transmission on Client's behalf. Commencement of carrier connection service is subject to Client completing the configuration setup of Client Content and the format for such transmission to the designated carriers.
 - 4.1.2. ADP's ability to transmit Client Content data is subject to the provision by Client's designated carriers of a current functional interface between ADP's systems and the designated carriers' systems. ADP will not be obligated to transmit Client's data to designated carriers if at any time Client's designated carriers fail to provide the proper interface as described above. Client is responsible for promptly reviewing all records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in carrier connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.
5. **Human Resource Administration Services and Talent Management Services.** The following additional terms and conditions apply to the Human Resource Administration Services and/or Talent Management Services (applies only if Client has purchased Human Resource Administration Services and/or Talent Management Services):
 - 5.1. **Access and Use.** To the extent that Client intends on using the Human Resource Administration Services and/or Talent Management Services for its workforce outside of the United States, Client acknowledges that it is authorized to use the Human Resource Administration Services and/or Talent Management Services only in those countries listed in the "ADP Workforce Now Suitable Geography List" as provided to Client from time to time upon request.
 - 5.2. **Residents Outside the United States.** To the extent that Client uses the Human Resource Administration Services and/or the Talent Management Services to collect Personal Information about individuals resident outside the United States, Client represents and warrants: (i) the processing of that Personal Information, including the transfer itself, has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection and privacy laws; (ii) its instructions to ADP regarding the processing to be performed shall be in accordance with the applicable data protection laws; (iii) it has given the data subjects appropriate notices, and obtained any required consents; (iv) if it implements the Human Resources Administration Services and/or the Talent Management Services to collect any sensitive data elements (or special categories of data), Client shall comply with any additional requirements for the processing of these data elements; and (v) it

shall be responsible for respecting all individual rights of access, correction or deletion and for responding to any individual or regulatory inquiries relating to such Personal Information.

6. **Essential ACA Services.** ADP will provide the Essential ACA solution specified in the Sales Order (and any applicable service specification) (collectively, the "Essential ACA") to Client in accordance with the terms of this Agreement. The following terms apply if Client receives Essential ACA with Benefits Services.
 - 6.1. **Essential ACA** a technology and software solution to assist Client in managing compliance needs related to the Affordable Care Act (ACA), including eligibility calculations and affordability determinations, preparation and electronic filing of Forms 1094-C and 1095-C forms, access to evidence of benefit offering information and benefit offering audit reports. Client must use ADP Workforce Now payroll, HR and benefits services in order to purchase and implement Essential ACA. For the avoidance of doubt, all Forms filed by ADP with the IRS on behalf of Client will be filed electronically; any Forms sent to Client for its employees by ADP shall be sent in paper form, and, if Client has ADP's iPay functionality, ADP will also make Forms accessible to Client employees electronically. It will then be Client's responsibility to distribute the Forms directly to its employees.
 - 6.2. **Client ACA Liaison.** Client shall designate in writing to ADP the name of one person who shall serve as ADP's principal designated contact for Essential ACA (the "Client ACA Liaison"), and such Client ACA Liaison shall have the authority to (i) provide information, instructions and direction on behalf of Client, and (ii) grant or provide approvals (other than Amendments) required or permitted under the Agreement in connection with Essential ACA. Client shall designate an alternate Client ACA Liaison in the event the principal Client ACA Liaison is not available.
 - 6.3. **Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE CODE, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21). ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY BENEFIT PLANS SPONSORED OR OFFERED BY CLIENT. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE CLIENT'S BENEFIT PLAN(S). ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO ESSENTIAL ACA, THE ADP APPLICATION PROGRAMS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.
 - 6.4. **Client Vendors.** Client will at its own cost make all necessary arrangements with its third party vendors to cause such vendors to send data to and receive data from ADP as required for ADP to provide Essential ACA. Client shall reimburse ADP for any costs ADP is required to bear in connection with or arising out of any such transmissions of data from and/or to such third party vendors.
7. **Onboarding Services (including ADP Workforce Now E-9 Services).** The following additional terms and conditions apply to the ADP Workforce Now E-9 Services ("WFN E-9 Services") that are part of ADP Workforce Now Onboarding Services.
 - 7.1. **Use of Services.** In order to receive the WFN E-9 Services, Client shall, and shall cause the members of the Client Group, to do the following:
 - 7.1.1 Review the U.S. Citizenship and Immigration Services ("USCIS") Form I-9, which is the employment eligibility verification form issued by the U.S. Department of Homeland Security (the "DHS"), including instructions in the form and the guidelines in the current USCIS Handbook for Employers: Instructions for Completing Form I-9 (M-274) (the "I-9 Handbook"), each of which is available on the USCIS website, currently located at <http://www.uscis.gov/i-9central>. Client certifies that it has reviewed the current USCIS Form I-9 and the I-9 Handbook and that it agrees to comply with the applicable policy and procedures set forth therein, and any future new or amended policies or procedures, as required by law. Client will ensure availability of the most recent version of the USCIS Form I-9 and the I-9 Handbook to all employees authorized to complete the USCIS Form I-9 on behalf of Client and/or its Affiliates.
 - 7.1.2 Client is responsible for reviewing reports available to Client on the WFN E-9 Services and for resolving (or causing the applicable employee to take action to resolve) missing or incomplete Forms I-9. This includes communicating with the employee in question and the submission or resubmission of the missing or incomplete Form I-9.
 - 7.1.3 ADP executed a Memorandum of Understanding with the DHS as the E-Verify employer agent. E-Verify is the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract. The following is required as it relates to the use of E-Verify through ADP and will apply only to the extent Client is using E-Verify through ADP:
 - 7.1.3.1 Notify ADP of (i) the location(s) where Client elects to enroll; and (ii) whether the employer is a federal contractor or a federal, state or local government organization.
 - 7.1.3.2 Execute a Memorandum of Understanding with the DHS and ADP (as its E-Verify employer agent), and comply with the terms and conditions set forth therein.
 - 7.1.3.3 Review and comply with the policy and procedures contained in the E-Verify User Manual for Employers, and any superseding policy and procedures, available to Client on the WFN E-9 Service.
 - 7.1.3.4 To the extent the Client elects to have more than one company location participate in E-Verify, ensure all authorized users in each location have complied with all requirements of Section 7.1.2.
 - 7.1.3.5 Ensure all of Client's authorized users (i) complete the mandated E-Verify training course and any applicable update courses administered by ADP and (ii) pass a knowledge test with the required score.
 - 7.1.3.6 Immediately notify ADP of any updates/changes to its E-Verify employer status (e.g., Client becomes a federal contractor or Client ceases being a federal contractor).



- 7.2. Form I-9 Retention.** During the term of the Agreement, ADP will store electronic copies of Forms I-9 in the WFN EI-9 Services for a minimum of three years from the employee's hire date or until one year after the employee ceases to be employed by Client (or the applicable Affiliate), whichever is later (or as otherwise required by changes to federal regulations that come into effect hereafter). Upon termination or expiration of the Agreement, ADP shall use commercially reasonable methods to transfer all electronically stored Forms I-9 to Client in accordance with ADP's current security policies. Upon termination of the WFN EI-9 Services, Client shall be solely responsible for storage of copies of Forms I-9.
- 7.3 Form I-9 Section 3.** For the avoidance of doubt, Client understands and agrees that the WFN EI-9 Services do not support Form I-9 Section 3 for Reverification and Rehires; if needed, Client must complete Section 3 outside of WFN EI-9 Services.



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

FOR PROCUREMENT USE ONLY:

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

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

2. This acquisition is restricted to the following source:

MANUFACTURER	
Manufacturer Name	ADP, Inc
Manufacturer Address	PO Box 830272 Philadelphia, PA 19182
Manufacturer's Dealer/Representative	Johnetta Henry, Relationship Specialist
Dealer/Representative address and Phone	770-980-2660, johnetta.henry@adp.com

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

DESCRIPTION	
Materials/Services/Product	ADP, Inc
Estimated Cost	\$351,509.56
Required Delivery Date	May 22, 2024

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

Renewal of services provided by ADP Inc. Previously annual renewals, RTA seeks continuation of services and introduction of a multi-year agreement. ADP is specialized software use by RTA Human Resources, Payroll, Benefits, and Timekeeping and Dispatch services. RTA is moving from previously contracted lease of quickpunch timeclocks to the purchase of Smart Card Clocks with Quickpunch Plus. The clocks are proprietary to ADP and only work with ADP software.

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 #	183
Name	O'SULLIVAN, DORIS
Title	PROJECT MANAGER III
RTA Extention	8380

O'SULLIVAN, DORIS

May 17, 2024

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

May 18 2024

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

Signature

May 23 2024

Date

Risk Management:

Include Standard Insurance Provisions Only?

true

Include Additional Insurance Requirements Attached ?

false

Risk Management Analyst: **Marc L Popkin**

Marc L Popkin

Signature

May 23 2024

Date

D. Funding Source:

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

Multiple Years allocation if required:

Year	Amount
Year-1	
Year-2	
Year-3	
Year-4	
Year-5	
Total all years	\$0.00

Estimated Amount: **\$351,509.56**

Total Estimated Cost: **\$351,509.56**

Funding Type: **Local**

Capital/Grant Project ID:

Federal Funding	State	Local	Other
		\$351,509.56	
Projected Fed Cost	State	Local	Other
		\$351,509.56	



FTA Grant IDs	Budget Codes
	01-2900-02-7140-171-00-00-00000-00000

Budget Analyst: **Eugenie Fenerty**

Eugenie Fenerty

Signature

May 20 2024

Date

E. DBE/SBE GOAL:

0	% DBE
0	% Small Business

Director of Small Business Development:

Adonis C Expose'

Adonis C Expose'

Signature

May 23 2024

Date

DBE/EEO Compliance Manager::

Adonis C Expose'

Adonis C Expose'

Signature

May 23 2024

Date

F. Information Technology Vetting:

IT Director: **Sterlin J. Stevens**

Sterlin J. Stevens

Signature

May 23, 2024

Date

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

Chief: **Dwight Daniel Norton**

Dwight Daniel Norton

Signature

May 23 2024

Date

Director of Procurement: **Ronald Gerard Baptiste**

Ronald Gerard Baptiste

Signature

May 23 2024

Date

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



Gizelle Johnson Banks

Gizelle Johnson Banks

Signature

May 23 2024

Date

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

Lona Edwards Hankins

Lona Edwards Hankins

Signature

May 23 2024

Date

Purchase Order RTAP_00292

Order	RTAP_00292
Order Date	28-FEB-2024
Change Order	0
Change Order Date	28-FEB-2024
Revision	0
Ordered	19,030.63 USD

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

Supplier **ADP LLC**
 ONE ADP BOULEVARD
 ROSELAND, NJ 07068

Bill To **RTABU**
 2817 Canal Street
 NEW ORLEANS, LA 70119
 UNITED STATES

Ship To **Attn: Accounts Payable**
 2817 CANAL STREET
 NEW ORLEANS, LA 70119
 UNITED STATES

Notes USD = US Dollar

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	8481036	Net 30			
Confirm To	Deliver To Contact				
Leah McCraw	Doris O'Sullivan				
	E-mail: dosullivan@rtaforward.org				

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	The purchase order funds for contracted services in 2022 were depleted at the 2023. the change order is to fulfill the unpaid invoices for timekeeping and payroll services provided by ADP in 2024.	19,030.63		USD		

Promised	1	USD	19,030.63
Requested			
2/28/24			

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

Line Total	19,030.63
Total	19,030.63



Client #: 1827816
Parent: 10 SLF

Regional Transit Authorit

Revenue Region/Seg #: 171 - MAS Up Market

SR #3-71700466240

Requested by: JOHNETTA.HENRY

Created 05/14/2024

Annual Grand Totals

Current	Proposed	\$\$\$ Change	% Change
\$117,863.62	\$95,181.22	(\$22,682.40)	-19.2%

Code	Name	Current	Proposed	\$\$\$ Change	% Change
0036-10-DT0	Adm	\$49,119.30	\$49,119.30	\$0.00	0.0%
0036-10-SLF	Regional Transit Authorit	\$7,181.92	\$7,181.92	\$0.00	0.0%
0036-1W-SLF	Regional Transit Authorit	\$15,066.00	\$15,066.00	\$0.00	0.0%
0036-3D-SLF	Regional Transit Authorit	\$46,496.40	\$23,814.00	(\$22,682.40)	-48.8%

The information contained in this document is privileged and confidential. Dissemination to any third party of this communication is strictly prohibited.

The estimated per processing and annual costs in this document are calculated based on the average unit counts for each feature. This document does not include sales tax, carrier connection maintenance fees, miscellaneous tax filing charges (i.e. stop payment or void requests, supplies, amendments, etc.), or "on request services" (i.e., payroll reruns).

This Proposal is not a guarantee. The Proposal is valid only if signed by the Client and returned to ADP within 90 days from the date created listed above. W2 rates are subject to change each calendar year.

Client Signature:

Signer's Name:

Signer's Title:

Date:



0036 - Major Accounts - Southeast Service Center

Company Name: Adm
Region - Product - Code: 0036-10-DT0

ADP Payroll Services

Current Pricing

Total Annual Cost \$49,119.30

Feature Description	SCN	Start Date	Prod	Tier	Min	Base	Rate	Units	Feature Cost	Annual Billings	Annual Cost
New Hires	F00017	11/3/2020	10	1	-	-	-	3	-	26	-
Pays	F00022	1/8/2021	10	1	-	-	-	458	-	26	-
GTL Automated Calculation	F00027	1/8/2021	10	1	-	-	-	458	-	26	-
Check Signing	F00031	1/8/2021	10	1	-	-	-	458	-	26	-
Labor Distribution	F00043	1/8/2021	10	1	-	-	-	458	-	26	-
New Hire Reporting Service	F00064	1/8/2021	10	1	-	-	-	3	-	26	-
ADP InfoLink G/L Interface	F00082	1/8/2021	10	1	-	-	-	458	-	26	-
Total Tax Plus	F00101	1/8/2021	10	1	-	-	-	458	-	26	-
ADP iPay Statements	F00140	1/8/2021	10	1	-	-	-	458	-	26	-
iReports	F00141	1/8/2021	10	1	-	-	-	458	-	26	-
Payroll Quickview	F00145	1/8/2021	10	1	-	-	-	458	-	26	-
Portal with CM	F00295	1/8/2021	10	1	-	-	-	458	-	26	-
24 Hr. Service	F00301	1/8/2021	10	1	-	-	-	458	-	26	-
Mobile Tracking SCN	F00345	1/8/2021	10	1	-	-	-	458	-	26	-
Essential Plus Payroll	F0040R	1/8/2021	10	1	-	-	1.40	458	641.20	26	16,671.20
Workforce Now Payroll Solution Bundle	F0040Z	1/8/2021	10	1	-	-	-	458	-	26	-
iArchive	F00485	1/8/2021	10	1	-	-	-	458	-	26	-
WGPS Service	F00620	2/18/2021	10	1	-	-	-	64	-	26	-
WGPS Payments	F00621	2/18/2021	10	1	-	-	-	64	-	26	-
Enhanced HR	F0070F	1/8/2021	10	1	-	-	0.95	458	435.10	26	11,312.60
CheckView Processing Fee	F00771	1/8/2021	10	1	-	-	-	458	-	26	-
Benefits Administration	F007BA	1/8/2021	10	1	-	-	1.40	458	641.20	26	16,671.20
Benefit Accruals	F00808	1/8/2021	10	1	-	-	-	458	-	26	-
TotalPay Service	F00886	1/8/2021	10	1	-	-	-	685	-	26	-
Essential ACA Compliance	F71900	1/8/2021	10	1	-	-	-	458	-	26	-
Quarterly/W2 Delivery	F00011	1/8/2021	10	1	-	19.80	-	1	19.80	4	79.20
Y/E Info, Tax Reporting, W-2'S	F00053	2/15/2022	10	1	-	-	4.70	933	4,385.10	1	4,385.10
PQV Net	F00224	11/19/2020	10	1	-	-	-	1	-	1	-
Employment Verification Tracking Item	F9991V	1/8/2021	10	1	-	-	-	458	-	1	-
Total									6,122.40		49,119.30

Document created 05/14/2024



0036 - Major Accounts - Southeast Service Center

Company Name: Adm

Region - Product - Code: 0036-10-DT0

ADP Payroll Services

Proposed Pricing

Total Proposed Annual Cost \$49,119.30

Feature Description	SCN	Start Date	Prod	Tier	Min	Base	Rate	Units	Proposed Feature Cost	Annual Billings	Proposed Annual Cost
New Hires	F00017	11/3/2020	10	1	-	-	-	3	-	26	-
Pays	F00022	1/8/2021	10	1	-	-	-	458	-	26	-
GTL Automated Calculation	F00027	1/8/2021	10	1	-	-	-	458	-	26	-
Check Signing	F00031	1/8/2021	10	1	-	-	-	458	-	26	-
Labor Distribution	F00043	1/8/2021	10	1	-	-	-	458	-	26	-
New Hire Reporting Service	F00064	1/8/2021	10	1	-	-	-	3	-	26	-
ADP InfoLink G/L Interface	F00082	1/8/2021	10	1	-	-	-	458	-	26	-
Total Tax Plus	F00101	1/8/2021	10	1	-	-	-	458	-	26	-
ADP iPay Statements	F00140	1/8/2021	10	1	-	-	-	458	-	26	-
iReports	F00141	1/8/2021	10	1	-	-	-	458	-	26	-
Payroll Quickview	F00145	1/8/2021	10	1	-	-	-	458	-	26	-
Portal with CM	F00295	1/8/2021	10	1	-	-	-	458	-	26	-
24 Hr. Service	F00301	1/8/2021	10	1	-	-	-	458	-	26	-
Mobile Tracking SCN	F00345	1/8/2021	10	1	-	-	-	458	-	26	-
Essential Plus Payroll	F0040R	1/8/2021	10	1	-	-	1.40	458	641.20	26	16,671.20
Workforce Now Payroll Solution Bundle	F0040Z	1/8/2021	10	1	-	-	-	458	-	26	-
iArchive	F00485	1/8/2021	10	1	-	-	-	458	-	26	-
WGPS Service	F00620	2/18/2021	10	1	-	-	-	64	-	26	-
WGPS Payments	F00621	2/18/2021	10	1	-	-	-	64	-	26	-
Enhanced HR	F0070F	1/8/2021	10	1	-	-	0.95	458	435.10	26	11,312.60
CheckView Processing Fee	F00771	1/8/2021	10	1	-	-	-	458	-	26	-
Benefits Administration	F007BA	1/8/2021	10	1	-	-	1.40	458	641.20	26	16,671.20
Benefit Accruals	F00808	1/8/2021	10	1	-	-	-	458	-	26	-
TotalPay Service	F00886	1/8/2021	10	1	-	-	-	685	-	26	-
Essential ACA Compliance	F71900	1/8/2021	10	1	-	-	-	458	-	26	-
Quarterly/W2 Delivery	F00011	1/8/2021	10	1	-	19.80	-	1	19.80	4	79.20
Y/E Info, Tax Reporting, W-2'S	F00053	2/15/2022	10	1	-	-	4.70	933	4,385.10	1	4,385.10
PQV Net	F00224	11/19/2020	10	1	-	-	-	1	-	1	-
Employment Verification Tracking Item	F9991V	1/8/2021	10	1	-	-	-	458	-	1	-
Proposed Total									6,122.40		49,119.30

Document created 05/14/2024



0036 - Major Accounts - Southeast Service Center

Company Name: Regional Transit Authorit

Region - Product - Code: 0036-10-SLF

ADP Payroll Services

Current Pricing

Total Annual Cost \$7,181.92

Feature Description	SCN	Start Date	Prod	Tier	Min	Base	Rate	Units	Feature Cost	Annual Billings	Annual Cost
New Hires	F00017	9/9/2019	10	1	-	-	-	1	-	26	-
Pays	F00022	9/12/2019	10	1	-	-	-	34	-	26	-
GTL Automated Calculation	F00027	9/12/2019	10	1	-	-	-	34	-	26	-
Check Signing	F00031	9/12/2019	10	1	-	-	-	34	-	26	-
Labor Distribution	F00043	9/12/2019	10	1	-	-	-	34	-	26	-
New Hire Reporting Service	F00064	9/12/2019	10	1	-	-	-	1	-	26	-
ADP InfoLink G/L Interface	F00082	9/12/2019	10	1	-	-	-	34	-	26	-
Total Tax Plus	F00101	9/12/2019	10	1	-	-	-	34	-	26	-
ADP iPay Statements	F00140	9/12/2019	10	1	-	-	-	34	-	26	-
iReports	F00141	9/12/2019	10	1	-	-	-	34	-	26	-
Payroll Quickview	F00145	9/12/2019	10	1	-	-	-	34	-	26	-
Portal with CM	F00295	9/12/2019	10	1	-	-	-	34	-	26	-
24 Hr. Service	F00301	9/12/2019	10	1	-	-	-	34	-	26	-
Mobile Tracking SCN	F00345	9/12/2019	10	1	-	-	-	34	-	26	-
Essential Time and Attendance	F0040C	9/12/2019	10	1	-	-	-	34	-	26	-
Essential Plus Payroll	F0040R	9/12/2019	10	1	-	-	1.45	34	49.30	26	1,281.80
Workforce Now Payroll Solution Bundle	F0040Z	9/12/2019	10	1	-	-	-	34	-	26	-
iArchive	F00485	9/12/2019	10	1	-	-	-	34	-	26	-
WGPS Service	F00620	9/12/2019	10	1	-	-	-	1	-	26	-
WGPS Payments	F00621	9/12/2019	10	1	-	-	-	1	-	26	-
Enhanced HR	F0070F	9/12/2019	10	1	-	-	0.98	34	33.32	26	866.32
CheckView Processing Fee	F00771	9/12/2019	10	1	-	-	-	34	-	26	-
Benefits Administration	F007BA	9/12/2019	10	1	-	-	1.45	34	49.30	26	1,281.80
Benefit Accruals	F00808	4/14/2020	10	1	-	-	-	34	-	26	-
TotalPay Service	F00886	9/12/2019	10	1	-	-	-	54	-	26	-
MASS MUTUAL CUSTOM PAY FILE	R00952	9/22/2020	10	1	-	65.75	-	6,545	65.75	26	1,709.50
MASS MUTUAL CUSTOM MASTER FILE	R00952	9/22/2020	10	1	-	65.75	-	2,413	65.75	26	1,709.50
Self Service	F00481	9/26/2019	10	1	-	-	-	1,135	-	12	-
Time and Attendance	F00635	3/24/2021	10	1	-	-	-	379	-	12	-
Quarterly/W2 Delivery	F00011	9/12/2019	10	1	-	19.80	-	1	19.80	4	79.20
Y/E Info, Tax Reporting, W-2'S	F00053	2/17/2020	10	1	-	-	4.70	54	253.80	1	253.80
POV Net	F00224	9/26/2019	10	1	-	-	-	1	-	1	-
Employment Verification Tracking Item	F9991V	9/12/2019	10	1	-	-	-	34	-	1	-
Total									537.02		7,181.92

Document created 05/14/2024



0036 - Major Accounts - Southeast Service Center

Company Name: Regional Transit Authorit

Region - Product - Code: 0036-10-SLF

ADP Payroll Services

Proposed Pricing

Total Proposed Annual Cost \$7,181.92

Feature Description	SCN	Start Date	Prod	Tier	Min	Base	Rate	Units	Proposed Feature Cost	Annual Billings	Proposed Annual Cost
New Hires	F00017	9/9/2019	10	1	-	-	-	1	-	26	-
Pays	F00022	9/12/2019	10	1	-	-	-	34	-	26	-
GTL Automated Calculation	F00027	9/12/2019	10	1	-	-	-	34	-	26	-
Check Signing	F00031	9/12/2019	10	1	-	-	-	34	-	26	-
Labor Distribution	F00043	9/12/2019	10	1	-	-	-	34	-	26	-
New Hire Reporting Service	F00064	9/12/2019	10	1	-	-	-	1	-	26	-
ADP InfoLink G/L Interface	F00082	9/12/2019	10	1	-	-	-	34	-	26	-
Total Tax Plus	F00101	9/12/2019	10	1	-	-	-	34	-	26	-
ADP iPay Statements	F00140	9/12/2019	10	1	-	-	-	34	-	26	-
iReports	F00141	9/12/2019	10	1	-	-	-	34	-	26	-
Payroll Quickview	F00145	9/12/2019	10	1	-	-	-	34	-	26	-
Portal with CM	F00295	9/12/2019	10	1	-	-	-	34	-	26	-
24 Hr. Service	F00301	9/12/2019	10	1	-	-	-	34	-	26	-
Mobile Tracking SCN	F00345	9/12/2019	10	1	-	-	-	34	-	26	-
Essential Time and Attendance	F0040C	9/12/2019	10	1	-	-	-	34	-	26	-
Essential Plus Payroll	F0040R	9/12/2019	10	1	-	-	1.45	34	49.30	26	1,281.80
Workforce Now Payroll Solution Bundle	F0040Z	9/12/2019	10	1	-	-	-	34	-	26	-
iArchive	F00485	9/12/2019	10	1	-	-	-	34	-	26	-
WGPS Service	F00620	9/12/2019	10	1	-	-	-	1	-	26	-
WGPS Payments	F00621	9/12/2019	10	1	-	-	-	1	-	26	-
Enhanced HR	F0070F	9/12/2019	10	1	-	-	0.98	34	33.32	26	866.32
CheckView Processing Fee	F00771	9/12/2019	10	1	-	-	-	34	-	26	-
Benefits Administration	F007BA	9/12/2019	10	1	-	-	1.45	34	49.30	26	1,281.80
Benefit Accruals	F00808	4/14/2020	10	1	-	-	-	34	-	26	-
TotalPay Service	F00886	9/12/2019	10	1	-	-	-	54	-	26	-
MASS MUTUAL CUSTOM PAY FILE	R00952	9/22/2020	10	1	-	65.75	-	6,545	65.75	26	1,709.50
MASS MUTUAL CUSTOM MASTER FILE	R00952	9/22/2020	10	1	-	65.75	-	2,413	65.75	26	1,709.50
Self Service	F00481	9/26/2019	10	1	-	-	-	1,135	-	12	-
Time and Attendance	F00635	3/24/2021	10	1	-	-	-	379	-	12	-
Quarterly/W2 Delivery	F00011	9/12/2019	10	1	-	19.80	-	1	19.80	4	79.20
Y/E Info, Tax Reporting, W-2'S	F00053	2/17/2020	10	1	-	-	4.70	54	253.80	1	253.80
POV Net	F00224	9/26/2019	10	1	-	-	-	1	-	1	-
Employment Verification Tracking Item	F9991V	9/12/2019	10	1	-	-	-	34	-	1	-
Proposed Total									537.02		7,181.92

Document created 05/14/2024



0036 - Major Accounts - Southeast Service Center

Company Name: Regional Transit Authorit

Region - Product - Code: 0036-1W-SLF

Workforce Now

Current Pricing

Total Annual Cost \$15,066.00

Feature Description	SCN	Start Date	Prod	Tier	Min	Base	Rate	Units	Feature Cost	Annual Billings	Annual Cost	
Workforce Now	F00022	9/19/2019	1W	1	-	-	-	1,134	-	12	-	
Workforce Now Archived Employees	F00040	11/14/2019	1W	1	-	-	-	1	-	12	-	
ADP Data Bridge	F00788	11/2/2023	1W	1	-	-	1.50	837	1,255.50	12	15,066.00	
Total									1,255.50		15,066.00	

Document created 05/14/2024



0036 - Major Accounts - Southeast Service Center

Company Name: Regional Transit Authorit

Region - Product - Code: 0036-1W-SLF

Workforce Now

Proposed Pricing

Total Proposed Annual Cost \$15,066.00

Feature Description	SCN	Start Date	Prod	Tier	Min	Base	Rate	Units	Proposed Feature Cost	Annual Billings	Proposed Annual Cost
Workforce Now	F00022	9/19/2019	1W	1	-	-	-	1,134	-	12	-
Workforce Now Archived Employees	F00040	11/14/2019	1W	1	-	-	-	1	-	12	-
ADP Data Bridge	F00788	11/2/2023	1W	1	-	-	1.50	837	1,255.50	12	15,066.00
Proposed Total									1,255.50		15,066.00

Document created 05/14/2024



0036 - Major Accounts - Southeast Service Center

Company Name: Regional Transit Authorit

Region - Product - Code: 0036-3D-SLF

ADP Enterprise eTIME

Current Pricing

Total Annual Cost \$46,496.40

Feature Description	SCN	Start Date	Prod	Tier	Min	Base	Rate	Units	Feature Cost	Annual Billings	Annual Cost
Enhanced Hosted Time and Attendance	F0040D	1/20/2021	3D	1	1,192.95	-	4.20	378	1,587.60	12	19,051.20
Hosting Fee	F0040J	1/20/2021	3D	1	298.25	-	1.05	378	396.90	12	4,762.80
Enterprise eTIME Software	F00600	1/20/2021	3D	1	-	-	-	1	-	12	-
Web Time Entry	F00601	1/20/2021	3D	1	-	-	-	1	-	12	-
Enterprise eTIME Accruals	F00602	1/20/2021	3D	1	-	-	-	378	-	12	-
Hosting Services for Enhanced Time	F00621	1/20/2021	3D	1	-	-	-	1	-	12	-
Enhanced Time and Attendance	F00645	1/20/2021	3D	1	-	-	-	378	-	12	-
InTouch Plus Smart Card Time Clock	R00314	1/20/2021	3D	1	-	145.40	-	1	145.40	12	1,744.80
InTouch Plus Smart Card Time Clock	R00314	1/20/2021	3D	1	-	145.40	-	1	145.40	12	1,744.80
InTouch Plus Smart Card Time Clock	R00314	1/20/2021	3D	1	-	145.40	-	1	145.40	12	1,744.80
InTouch Plus Smart Card Time Clock	R00314	1/20/2021	3D	1	-	145.40	-	1	145.40	12	1,744.80
InTouch Plus Smart Card Time Clock	R00314	1/20/2021	3D	1	-	145.40	-	1	145.40	12	1,744.80
InTouch Plus Smart Card Time Clock	R00314	1/20/2021	3D	1	-	145.40	-	1	145.40	12	1,744.80
InTouch Plus Smart Card Time Clock	R00314	1/20/2021	3D	1	-	145.40	-	1	145.40	12	1,744.80
InTouch Plus Smart Card Time Clock	R00314	1/20/2021	3D	1	-	145.40	-	1	145.40	12	1,744.80
InTouch Plus Smart Card Time Clock	R00314	1/20/2021	3D	1	-	145.40	-	1	145.40	12	1,744.80
InTouch Plus Smart Card Time Clock	R00314	1/20/2021	3D	1	-	145.40	-	1	145.40	12	1,744.80
InTouch Plus Smart Card Time Clock	R00314	1/20/2021	3D	1	-	145.40	-	1	145.40	12	1,744.80
InTouch Plus Smart Card Time Clock	R00314	1/20/2021	3D	1	-	145.40	-	1	145.40	12	1,744.80
InTouch Plus Smart Card Time Clock	R00314	1/20/2021	3D	1	-	145.40	-	1	145.40	12	1,744.80
Total									3,874.70		46,496.40

Document created 05/14/2024



0036 - Major Accounts - Southeast Service Center

Company Name: Regional Transit Authorit

Region - Product - Code: 0036-3D-SLF

ADP Enterprise eTIME

Proposed Pricing

Total Proposed Annual Cost \$23,814.00

Feature Description	SCN	Start Date	Prod	Tier	Min	Base	Rate	Units	Proposed Feature Cost	Annual Billings	Proposed Annual Cost
Enhanced Hosted Time and Attendance	F0040D	1/20/2021	3D	1	1,192.95	-	4.20	378	1,587.60	12	19,051.20
Hosting Fee	F0040J	1/20/2021	3D	1	298.25	-	1.05	378	396.90	12	4,762.80
Enterprise eTIME Software	F00600	1/20/2021	3D	1	-	-	-	1	-	12	-
Web Time Entry	F00601	1/20/2021	3D	1	-	-	-	1	-	12	-
Enterprise eTIME Accruals	F00602	1/20/2021	3D	1	-	-	-	378	-	12	-
Hosting Services for Enhanced Time	F00621	1/20/2021	3D	1	-	-	-	1	-	12	-
Enhanced Time and Attendance	F00645	1/20/2021	3D	1	-	-	-	378	-	12	-
InTouch Plus Smart Card Time Clock	R00314	term	3D	1	-	145.40	-	1	-	12	-
InTouch Plus Smart Card Time Clock	R00314	term	3D	1	-	145.40	-	1	-	12	-
InTouch Plus Smart Card Time Clock	R00314	term	3D	1	-	145.40	-	1	-	12	-
InTouch Plus Smart Card Time Clock	R00314	term	3D	1	-	145.40	-	1	-	12	-
InTouch Plus Smart Card Time Clock	R00314	term	3D	1	-	145.40	-	1	-	12	-
InTouch Plus Smart Card Time Clock	R00314	term	3D	1	-	145.40	-	1	-	12	-
InTouch Plus Smart Card Time Clock	R00314	term	3D	1	-	145.40	-	1	-	12	-
InTouch Plus Smart Card Time Clock	R00314	term	3D	1	-	145.40	-	1	-	12	-
InTouch Plus Smart Card Time Clock	R00314	term	3D	1	-	145.40	-	1	-	12	-
InTouch Plus Smart Card Time Clock	R00314	term	3D	1	-	145.40	-	1	-	12	-
InTouch Plus Smart Card Time Clock	R00314	term	3D	1	-	145.40	-	1	-	12	-
InTouch Plus Smart Card Time Clock	R00314	term	3D	1	-	145.40	-	1	-	12	-
InTouch Plus Smart Card Time Clock	R00314	term	3D	1	-	145.40	-	1	-	12	-
InTouch Plus Smart Card Time Clock	R00314	term	3D	1	-	145.40	-	1	-	12	-
Proposed Total									1,984.50		23,814.00

Document created 05/14/2024



ADVICE OF DEBIT

ADP, Inc.
PO Box 842875
Boston MA 02284-2875

Client Name	: REGIONAL TRANSIT AUTHORITY
Client Number	: 1827816
Advice of Debit Number	: 632216081
Advice of Debit Date	: 04/28/2023
Advice of Debit Due Date	: 05/05/2023
Total Debited This Invoice	: \$6,981.39

i Inquiries

For Product/Service inquiries, please contact your Client Service Team.

TIFFANY ROBBINS
ADM
2817 CANAL ST
NEW ORLEANS, LA 70119-6301

CURRENT CHARGES

ADP PAYROLL SERVICES COMPANY CODE 0036-10-DT0	QUANTITY	RATE	BASE	TOTAL CHARGES	TAX
Processing Charges for Period Ending Date: 03/31/2023					
Amended Rtn Fee - Sit 2Qtr22 Control# 7001xvk LA Amended 07/Dt0	1			\$250.00	
Amended Rtn Fee - Fed 941 3Qtr22 Control# 7001x38 Federal Amended 07/Dt0	1			\$250.00	
Amended Rtn Fee - Fed 941 2Qtr22 Control# 7001xvk Federal Amended 07/Dt0	1			\$250.00	
Amended Rtn Fee - Sit 3Qtr22 Control# 7001x38 LA Amended 07/Dt0	1			\$250.00	
Amended Rtn Fee - Sui 2Qtr22 Control# 7001xvk LA Amended 07/Dt0	1			\$250.00	
Amended Rtn Fee - Sui 3Qtr22 Control# 7001x38 LA Amended 07/Dt0	1			\$250.00	
Reverse Wire of Funds Fee Wire Date: 03/17/23 Wire Date: 03/31/23	2	\$35.00 each		\$70.00	
Processing Charges for Period Ending Date: 04/08/2023					
Workforce Now Payroll Solution Bundle Includes: Essential Plus Payroll Enhanced HR Benefits Administration 62.6% of the Per Pay Fee is Software	753	\$3.61 each		\$2,718.33	
Processing Charges for Period Ending Date: 04/22/2023					
Workforce Now Payroll Solution Bundle Includes: Essential Plus Payroll Enhanced HR Benefits Administration 62.6% of the Per Pay Fee is Software	746	\$3.61 each		\$2,693.06	

TOTAL CHARGES FOR COMPANY CODE: 0036-10-DT0 \$6,981.39



Advice of Debit Number :	632216081
Advice of Debit Date :	04/28/2023

Total Debited	\$6,981.39
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WE APPRECIATE YOUR BUSINESS! - NO PAYMENT REQUIRED.

This amount will be processed for debit from your account # XXXXXX2522 on 05/05/2023 or the next banking day. Please confirm the debit was completed with your banking institution to ensure the invoice is paid in full.



ADP, Inc.
PO Box 842875
Boston MA 02284-2875

INVOICE

Client Name	: REGIONAL TRANSIT AUTHORIT
Client Number	: 1827816
Invoice Number	: 632217000
Invoice Date	: 04/28/2023
Invoice Due Date	: 05/05/2023
Total Due This Invoice	: \$0.00

i Inquiries

For Product/Service inquiries, please contact your Client Service Team.

STERLIN STEVENS
REGIONAL TRANSIT AUTHORIT
2817 CANAL ST
NEW ORLEANS, LA 70119-6301

SUMMARY OF CURRENT CHARGES

NAME	COMPANY CODE	PRODUCT	PROCESSING CHARGES	TAX	TOTAL
Regional Transit Authorit	0036-3D-SLF	ADP Enterprise eTIME	\$3,683.10		\$3,683.10
Regional Transit Authorit	0036-4Z-SLF	Professional Services	\$350.00		\$350.00

Sub Total Current Charges	\$4,033.10
Credit/Cash Applied	-\$4,033.10
Total Due This Invoice	\$0.00

WE APPRECIATE YOUR BUSINESS!

- Send your payment with the return stub below in the enclosed return envelope.
- Include on your check, the client number and invoice number to ensure accurate payment processing.
- Make your check payable to ADP, Inc. and mail to the address listed below.

Return Stub

Mail check payment to:



ADP, Inc.
PO Box 842875
Boston, MA 02284-2875

Client Name	: REGIONAL TRANSIT AUTHORIT
Client Number	: 1827816
Invoice Number	: 632217000
Invoice Date	: 04/28/2023
Invoice Due Date	: 05/05/2023
Total Due This Invoice	: \$0.00
Amount Enclosed	\$ <input type="text"/>

004087500182781670428236322170000000000001



Invoice Number : 632217000
Invoice Date : 04/28/2023

CURRENT CHARGES

ADP ENTERPRISE ETIME COMPANY CODE 0036-3D-SLF	QUANTITY	RATE	BASE	TOTAL CHARGES	TAX
Processing Charges					
Enhanced Time and Attendance	367	\$5.05 each		\$1,853.35	
Includes:					
Enhanced Hosted Time and Attendance-Mini Hosting Fee					
InTouch Plus Smart Card Time Clock	1			\$140.75	
InTouch Plus Smart Card Time Clock	1			\$140.75	
InTouch Plus Smart Card Time Clock	1			\$140.75	
InTouch Plus Smart Card Time Clock	1			\$140.75	
InTouch Plus Smart Card Time Clock	1			\$140.75	
InTouch Plus Smart Card Time Clock	1			\$140.75	
InTouch Plus Smart Card Time Clock	1			\$140.75	
InTouch Plus Smart Card Time Clock	1			\$140.75	
InTouch Plus Smart Card Time Clock	1			\$140.75	
InTouch Plus Smart Card Time Clock	1			\$140.75	
InTouch Plus Smart Card Time Clock	1			\$140.75	
InTouch Plus Smart Card Time Clock	1			\$140.75	
InTouch Plus Smart Card Time Clock	1			\$140.75	

TOTAL CHARGES FOR COMPANY CODE: 0036-3D-SLF \$3,683.10

CURRENT CHARGES

PROFESSIONAL SERVICES COMPANY CODE 0036-4Z-SLF	QUANTITY	RATE	BASE	TOTAL CHARGES	TAX
Processing Charges for Period Ending Date: 04/17/2023					
3rd Party Data Transfer into ADP Payroll formerly known as Non-ADP System to WFN TLM	1			\$350.00	

TOTAL CHARGES FOR COMPANY CODE: 0036-4Z-SLF \$350.00

Total Current Charges	\$4,033.10
Credit/Cash Applied	-\$4,033.10
Check # 136415	-\$4,033.10
Remaining Credit/Cash balance of \$11,588.24 will be applied to your next invoice	
Total Due This Invoice	\$0.00



ADVICE OF DEBIT

ADP, Inc.
PO Box 830272
Philadelphia PA 19182-0272

Client Name : REGIONAL TRANSIT AUTHORITY
Client Number : 1827816
Advice of Debit Number : 652955194
Advice of Debit Date : 01/26/2024
Advice of Debit Due Date : 02/02/2024
Total Debited This Invoice : \$7,388.75

i **Inquiries**
For Product/Service inquiries, please contact your Client Service Team.

TIFFANY ROBBINS
ADM
2817 CANAL ST
NEW ORLEANS, LA 70119-6301

****IMPORTANT MESSAGE****

*****Year-End Billing Reminder*****

Please be advised that Year-End Fees for items such as W2s, W2Cs, and 1099s, will be invoiced on February 14, 2024. You will receive a separate Advice of Debit for these charges.

CURRENT CHARGES

ADP PAYROLL SERVICES COMPANY CODE 0036-10-DT0	QUANTITY	RATE	BASE	TOTAL CHARGES	TAX
Processing Charges for Period Ending Date: 12/30/2023					
Workforce Now Payroll Solution Bundle Includes: Essential Plus Payroll Enhanced HR Benefits Administration 62.67% of the Per Pay Fee is Software	759	\$3.75 each		\$2,846.25	
Processing Charges for Period Ending Date: 12/31/2023					
Direct Wire of Funds Fee Wire Date: 12/22/23	1	\$35.00 each		\$35.00	
Reverse Wire of Funds Fee Wire Date: 12/08/23 Wire Date: 12/22/23 Wire Date: 12/23/23	3	\$35.00 each		\$105.00	
Processing Charges for Period Ending Date: 01/11/2024					
Workforce Now Payroll Solution Bundle Includes: Essential Plus Payroll Enhanced HR Benefits Administration 62.67% of the Per Pay Fee is Software	14	\$3.75 each		\$52.50	
Processing Charges for Period Ending Date: 01/13/2024					
Workforce Now Payroll Solution Bundle Includes: Essential Plus Payroll Enhanced HR Benefits Administration 62.67% of the Per Pay Fee is Software	756	\$3.75 each		\$2,835.00	
Processing Charges for					



Advice of Debit Number : 652955194

Advice of Debit Date : 01/26/2024

CURRENT CHARGES

ADP PAYROLL SERVICES COMPANY CODE 0036-10-DT0	QUANTITY	RATE	BASE	TOTAL CHARGES	TAX
Period Ending Date: 01/25/2024					
Workforce Now Payroll Solution Bundle Includes: Essential Plus Payroll Enhanced HR Benefits Administration 62.67% of the Per Pay Fee is Software	404	\$3.75 each		\$1,515.00	

TOTAL CHARGES FOR COMPANY CODE:

0036-10-DT0

\$7,388.75

Total Debited

\$7,388.75

WE APPRECIATE YOUR BUSINESS! - NO PAYMENT REQUIRED.

This amount will be processed for debit from your account # XXXXXX2522 on 02/02/2024 or the next banking day. Please confirm the debit was completed with your banking institution to ensure the invoice is paid in full.



INVOICE

ADP, Inc.
PO Box 830272
Philadelphia PA 19182-0272

Client Name	: REGIONAL TRANSIT AUTHORITY
Client Number	: 1827816
Invoice Number	: 652958151
Invoice Date	: 01/26/2024
Invoice Due Date	: 02/02/2024
Total Due This Invoice	: \$4,235.20

i **Inquiries**
For Product/Service inquiries, please contact your Client Service Team.

STERLIN STEVENS
REGIONAL TRANSIT AUTHORITY
2817 CANAL ST
NEW ORLEANS, LA 70119-6301

****IMPORTANT MESSAGE****

***IMPORTANT NOTICE: Payment Remittance Address Change

There has been a change in our payment remittance address for Fees for Services. All payments going forward should be sent to: PO Box 830272, Philadelphia, PA 19182-0272. Overnight Payments should be sent to ADP INC, Lockbox 830272, 525 Fellowship Road, Suite 330, Mt. Laurel, NJ 08054-3415

SUMMARY OF CURRENT CHARGES

NAME	COMPANY CODE	PRODUCT	PROCESSING CHARGES	TAX	TOTAL
Regional Transit Authority	0036-3D-SLF	ADP Enterprise eTIME	\$3,885.20		\$3,885.20
Regional Transit Authority	0036-4Z-SLF	Professional Services	\$350.00		\$350.00

Total Due This Invoice	\$4,235.20
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WE APPRECIATE YOUR BUSINESS!

- Send your payment with the return stub below in the enclosed return envelope.
- Include on your check, the client number and invoice number to ensure accurate payment processing.
- Make your check payable to ADP, Inc. and mail to the address listed below.

Return Stub



Mail check payment to:

ADP, Inc.
PO Box 830272
Philadelphia, PA 19182-0272

Client Name	: REGIONAL TRANSIT AUTHORITY
Client Number	: 1827816
Invoice Number	: 652958151
Invoice Date	: 01/26/2024
Invoice Due Date	: 02/02/2024
Total Due This Invoice	: \$4,235.20
Amount Enclosed	\$ <input type="text"/>

004027200182781610126246529581510004235203



Invoice Number : 652958151
 Invoice Date : 01/26/2024

CURRENT CHARGES

ADP ENTERPRISE ETIME COMPANY CODE 0036-3D-SLF	QUANTITY	RATE	BASE	TOTAL CHARGES	TAX
Processing Charges					
Enhanced Time and Attendance	380	\$5.25 each		\$1,995.00	
Includes:					
Enhanced Hosted Time and Attendance-Mini					
Hosting Fee					
InTouch Plus Smart Card Time Clock	1			\$145.40	
InTouch Plus Smart Card Time Clock	1			\$145.40	
InTouch Plus Smart Card Time Clock	1			\$145.40	
InTouch Plus Smart Card Time Clock	1			\$145.40	
InTouch Plus Smart Card Time Clock	1			\$145.40	
InTouch Plus Smart Card Time Clock	1			\$145.40	
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InTouch Plus Smart Card Time Clock	1			\$145.40	
InTouch Plus Smart Card Time Clock	1			\$145.40	
InTouch Plus Smart Card Time Clock	1			\$145.40	
InTouch Plus Smart Card Time Clock	1			\$145.40	

TOTAL CHARGES FOR COMPANY CODE: 0036-3D-SLF \$3,885.20

CURRENT CHARGES

PROFESSIONAL SERVICES COMPANY CODE 0036-4Z-SLF	QUANTITY	RATE	BASE	TOTAL CHARGES	TAX
Processing Charges for Period Ending Date: 01/15/2024					
3rd Party Data Transfer into ADP Payroll formerly known as Non-ADP System to WFN TLM	1			\$350.00	

TOTAL CHARGES FOR COMPANY CODE: 0036-4Z-SLF \$350.00

Total Due This Invoice \$4,235.20



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

504.827.8300

www.norta.com

RESOLUTION NO. 24-026

STATE OF LOUISIANA

PARISH OF ORLEANS

AUTHORIZATION TO RENEW ADP TIMEKEEPING AND PAYROLL SERVICES

Introduced by Commissioner Daniels, seconded by
Commissioner Neal.

WHEREAS, To authorize the Chief Executive Officer to execute the annual renewal of ADP timekeeping and payroll services for an amount not to exceed \$351,509.56; and

WHEREAS, after the transfer of Operations and Transportation Departments from TransDev Services to RTA, RTA expanded the ADP services in March 2020 to include all RTA personnel to ADP Workforce Now (800) with 13 InTouch Bar-code Time Clock subscriptions. The agreement was amended to include the remaining operations staff that had transitioned from Transdev to RTA direct employ. This amendment included the incorporation of a Time and Attendance solution for hourly and union staff; and

WHEREAS, RTA leases 13 punch/code entry time clocks from ADP for an annual cost of \$22,682.40. The training department requested an additional time clock at or near its location at ENO. RTA is purchasing a 14th time clock for the East New Orleans facility. Should the lease continue at the given rate (\$1,744.80 per month), the annual fees would be \$24,427.20; and

WHEREAS, the current purchase order dating from 2022 has depleted funds. RTA seeks funding for a two-year agreement with ADP for timekeeping and payroll services and the upgrade and purchase of timeclocks; and



Resolution No. 24-026

Page 2

WHEREAS, RTA seeks to enter into a two-year agreement with ADP in which the services rate increase is identified as 1% at year 1 and 2% at year two. Previous renewals were subject to annual market rate increases based on the subscription; and

WHEREAS, ADP annual services from July 2024-June 2025 would be no more than \$133,344.46 which would include a one percent (1%) increase in service rates. Year two (2) of annual service with the two percent increase in service rates totals \$136,005.10, resulting in a total ADP subscription cost of \$269,349.56; and

WHEREAS, RTA seeks to upgrade to biometric timeclocks and purchase them instead of leasing. The total cost of Smart Card Clocks with Quickpunch Plus is \$82,160.00. Given the annual fee of leasing the clocks, the purchase will have paid for itself within four years; and

WHEREAS, the subscriptions will be locally funded from account 01-2900-02-7140-171-00-00-00000-00000 for an amount not to exceed **THREE AND FIFTY ONE THOUSAND, FIVE HUNDRED AND NINE DOLLARS AND FIFTY SIX CENTS (\$351,509.56)**; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, continue ADP timekeeping and payroll services.



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

504.827.8300

www.norta.com

Resolution No. 24-026
Page 3

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

YEAS:	<u>8</u>
NAYS:	<u>0</u>
ABSTAIN:	<u>0</u>
ABSENT:	<u>0</u>

AND THE RESOLUTION WAS ADOPTED ON THE 25TH OF JUNE 2024.

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

MARK RAYMOND, JR.
CHAIRMAN
BOARD OF COMMISSIONERS



Board Report and Staff Summary

File #: 24-011

Operations & Administration Committee

Office of Internal Audit and Compliance's Confidentiality Policy (GEN12)

DESCRIPTION: Adoption of the Office of Internal Audit and Compliance Confidentiality Policy

AGENDA NO: [Click or tap here to enter text.](#)

ACTION REQUEST: ☒ Approval ☐ Review Comment ☐ Information Only ☐ Other

RECOMMENDATION:

Authorization for the Chief Executive Officer to implement the agency's Office of Internal Audit and Compliance's Confidentiality of Internal Audit Records Policy (GEN12).

ISSUE/BACKGROUND:

In accordance with the Office of Internal Audit and Compliance's (OIAC) purpose established in its internal audit charter, the OIAC provides independent and objective assurance and consulting services designed to add value to RTA and improve its operations.

The nature of internal audit work requires that the OIAC has unrestricted access to all RTA financial, operational, and strategic information, activities, physical properties, personnel, and information systems. Because of the sensitivity of the information involved, the OIAC is responsible for the control, safeguarding, and security of communications and information in its possession, whether created or acquired.

DISCUSSION:

Dissemination of audit communications and information should be strictly prohibited except where allowed, to ensure the confidentiality and integrity of the agency and the Office of Internal Audit and Compliance, and to ensure compliance with the professional standards of the Institute of Internal Auditors relating to ethics, integrity, and confidentiality.

FINANCIAL IMPACT:

None

NEXT STEPS:

With board approval, the confidentiality policy will be placed on the intranet for immediate access by all employees.

ATTACHMENTS:

1. Resolution

2. Confidentiality Policy

Prepared By: Lynette Doyle
Title: Director of Internal Audit and Compliance

Reviewed By: Gizelle Banks
Title: Chief Financial Officer



Lona Edwards Hankins
Chief Executive Officer

3/21/2024

Date



Confidentiality of Internal Audit Records

(GEN12)

POLICY STATEMENT

The New Orleans Regional Transit Authority (RTA) will implement a confidentiality policy for all information, whether acquired, created, or distributed by the Office of Internal Audit and Compliance.

PURPOSE

The purpose of this policy is to establish protocols for and ensure awareness of the confidentiality of internal audit communications, and the sharing of that information.

APPLICATION

This policy applies to all RTA employees. This policy is not intended to supplant RTA policy (GEN-10) Public Records Request. All requests made pursuant to the Public Records Request policy will be handled accordingly. If a conflict occurs between this policy and a Collective Bargaining Agreement (CBA), the collective bargaining agreement will prevail.

ADOPTED BY:

The RTA Board of Commissioners on 3/26/2024, Resolution 24-011.

APPROVED BY:

Lona Edwards Hankins
Chief Executive Officer

Effective Date: 3/26/2024
Date of Last Review: 3/26/2024



Regional Transit Authority

1.0 GENERAL

In accordance with the OIAC's purpose established in the internal audit charter, the OIAC provides independent and objective assurance and consulting services designed to add value and improve the organization's operations.

The nature of internal audit work requires that the OIAC have unrestricted access to all RTA confidential and non-confidential information (financial, operational, etc.), activities, physical property, information systems and personnel.

Because of the sensitivity of information involved, the OIAC is responsible for the control, safeguarding and security of communications and information in its possession, whether acquired or created. This policy establishes a protocol for the dissemination of OIAC communications by employees who have access to or have in their possession those communications.

2.0 INFORMATION SHARING WITHIN RTA

Employees of departments/divisions/units engaged by the OIAC through an audit, compliance review, consulting/advising request, special request, surveys, or any other type of official act routinely receive information pertinent to the engagement. Employees who have access to or have in their possession OIAC communications are prohibited from sharing, distributing or communicating in any manner to any employee within the agency.

OIAC communications include audit reports, audit work papers, electronic communications (email, text), memorandum, audit reviews, summary reports, surveys, or any other communications in any format.

Employees are permitted to share OIAC communications in their possession with other RTA employees under the following circumstances:

- other employees who are engaged or involved in the same audit engagement and or those who are required to fulfill corrective action plans
- required by law (court order/subpoena)
- prior written authorization granted by the Director of Audit and Compliance

2.1 INFORMATION SHARING WITH PARTIES EXTERNAL TO RTA

Any employee who has in his/her possession OIAC communications in any format is strictly prohibited from disseminating this information to anyone not employed by RTA (including third-party contractors, vendors, and contract workers) without prior written authorization by the Director of Audit and Compliance.

Confidentiality Policy (GEN12)



Regional Transit Authority

All requests for access to or copies of OIAC records by external parties that are not made pursuant to a public records request, should be forwarded to the OIAC office. The Director of Audit and Compliance will obtain the approval of the Chief Executive Officer and/or legal counsel prior to releasing such records, as appropriate.

2.2 INFORMATION SHARING WITH EXTERNAL AUDITORS

The Director of Audit and Compliance will approve and coordinate access to audit engagement records requested by external auditors.

2.3 PUBLIC RECORDS REQUESTS

Any requests for records created, obtained or in the possession of the OIAC made pursuant to Louisiana Revised Statute 44, Public Records, shall be handled in accordance with RTA policy (GEN-10) Public Records Request.

3.0 DEFINITION OF TERMS

Audit Communications – Any and all information disseminated from and/or received by the OIAC including but not limited to audit reports (draft and final), electronic communications (text, email), surveys, memorandum, and summary reports.

Audit Work Papers – Any and all information created, used, or retained in the course of an audit or consulting engagement or review. Examples include but are not limited to documents, schedules, worksheets, graphs, charts.

4.0 FLOWCHARTS

N/A

5.0 REFERENCES

- Public Records Requests (GEN10)

6.0 ATTACHMENTS

N/A

7.0 PROCEDURE HISTORY

8.0 SPONSOR DEPARTMENT

Office of Internal Audit and Compliance

This policy will be reviewed annually and updated as necessary.

Confidentiality Policy (GEN12)



RESOLUTION NO. 24-027

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO ADOPT THE CONFIDENTIALITY OF INTERNAL AUDIT RECORDS
POLICY (GEN12)**

Introduced by Commissioner Daniels, seconded by
Commissioner Neal.

WHEREAS, the Board of Commissioners of the Regional Transit Authority (RTA) governs and sets agency policy for the Regional Transit Authority; and

WHEREAS, the RTA created the Office of Internal Audit and Compliance (OIAC) to provide independent, objective assurance and consulting services that add value to and improve the operations of RTA; and

WHEREAS, the Internal Audit Charter gives the OIAC unrestricted access to all RTA confidential and non-confidential information, activities, physical properties, information systems and personnel; and

WHEREAS, the OIAC is responsible for the control, safeguarding, and security of information and communications in its possession, whether created or acquired; and



RESOLUTION NO. 24-027
PAGE TWO

WHEREAS, the purpose of this policy is to establish protocols for and ensure awareness of the confidentiality of internal audit communications and the sharing of that information;

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of the Regional Transit Authority approves and adopts the Confidentiality Policy of the Office of Internal Audit and Compliance.

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

YEAS:	<u>8</u>
NAYS:	<u>0</u>
ABSTAIN:	<u>0</u>
ABSENT:	<u>0</u>

AND THE RESOLUTION WAS ADOPTED ON THE 24th DAY OF JUNE, 2024.

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



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 24-021

Board of Commissioners

Paratransit Buses

DESCRIPTION: For the purchase of twelve paratransit buses	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 purchase order to Creative Bus sales in the amount of \$2,564,280 for twelve paratransit vehicles.

ISSUE/BACKGROUND:

The agency has twelve cutaway paratransit vehicles that were purchased in 2016 that have reached the end of their useful life. These vehicles have been slated for replacement as part of the agency's fleet replacement plan.

DISCUSSION:

In 2023 the agency became aware of grant funding awards which prompted a thorough process to determine the specifications for the new paratransit cutaway vehicles, involving input from various stakeholders within the organization. The result of this process was a culmination of the best specifications from previous vehicles to be combined into this new paratransit cutaway vehicle.

The agency's utilization of the Louisiana state contract (contract number 4400020163) for procurement of the vehicles is a strategic decision, potentially offering favorable terms and ensuring compliance with FTA and Buy America requirements. This approach streamlines the procurement process and ensures adherence to regulatory standards.

FINANCIAL IMPACT:

Grant Funding is available through LA2024-001 in the amount of \$1,840,320 in federal funds and the local required match amount of \$460,080 plus an additional \$263,880 of local funds from the approved 2024 capital budget account number 01-0000-00-1513-000-00 for a total project cost of \$2,564,280.

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 (4400020163)
3. Routing approval
4. Vehicle Cost and specs

Prepared By: Alger Pennaman II
Title: Fleet Manager (Asset Management)

Reviewed By: Ryan Moser
Title: Chief of Asset Management

Reviewed By: Gizelle Banks
Title: Chief Financial Officer



Lona Edwards Hankins
Chief Executive Officer

4/8/2024

Date

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	190
ProjectSchedule Delivery Date	12/17/2024 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:

Paratransit: 12- Cutaways (revisal)

C. Justification of Procurement:

This is a revisal of already approved Request ID: 167

D. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant?

Yes

Director of Grants / Federal compliance:	Ronald Gerard Baptiste
Signature	<i>Ronald Gerard Baptiste</i>
Date	April 26 2024

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

Additional Safety Requirements Attached

false

Chief	Michael J. Smith
Signature	<i>Michael J. Smith</i>
Date	April 26 2024

Risk Management:

Include Standard Insurance Provisions Only?

ROUTING SHEET

true

Include Additional Insurance Requirements Attached ?

false

Risk Management Analyst	Marc L Popkin
Signature	<i>Marc L Popkin</i>
Date	April 26 2024

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: \$2,564,280.00

Total Projected Cost: \$2,564,280.00

Funding Type: Federal

Grants or Capital Project ID: Paratransit: 12- Cutaways (revisal)

Federal Funding	State	Local	Other
\$2,564,280.00			
Projected Fed Cost	State	Local	Other
\$2,564,280.00			

FTA Grant IDs	Budget Codes
LA2021-014 11.12.15	

Funds allocated by multi-year and budget codes:

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

Budget Analyst	
Signature	

ROUTING SHEET

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	April 26 2024

DBE/EE Manager	Adonis Charles Expose'
Signature	<i>Adonis Charles Expose'</i>
Date	April 26 2024

H. Information Technology Dept. vetting.

IT Director	Sterlin J. Stevens
Signature	<i>Sterlin J. Stevens</i>
Date	4/26/2024 7:41 PM

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

Department Head	Jacques Robichaux Sr.
Signature	<i>Jacques Robichaux Sr.</i>
Date	April 26 2024

Chief	Ryan Moser
Signature	<i>Ryan Moser</i>
Date	April 26 2024

Director of Procurement	Ronald Gerard Baptiste
Signature	<i>Ronald Gerard Baptiste</i>
Date	April 26 2024

FOR PROCUREMENT USE ONLY

Type of Procurement Requested:

SC - State Contract

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

ROUTING SHEET

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.

	Required if Total Cost above \$15K
Chief Financial Officer	Gizelle Johnson Banks
Signature	<i>Gizelle Johnson Banks</i>
Date	May 17 2024

	Required if Total Cost above \$50K
Chief Executive Officer	Lona Edwards Hankins
Signature	<i>Lona Edwards Hankins</i>
Date	May 17 2024



STATE OF LOUISIANA

Competitive Contract

Vendor: 310128664
Company
MODEL 1 COMMERCIAL VEHICLES INC
9225 PRIORITY WAY W DR STE 300
INDIANAPOLIS IN 46240
Phone : 469-333-8909
Fax : 469-333-8918

T Number: 92122
Version: 9
LAPS Contract: No
Fiscal Year: 2021
Min.Ord.Value: 0.00
Distributor Contract: No
PCard:No
Co-op Agreement:Yes

Contract number: 4400020163
Description: FTA Modified Vans and Buses Statewide

Buyer Information
Name: AMY GOTREUX
Tel Number: 2253429200
Email: amy.gotreaux@la.gov

SEBD Vendor: No
SEHI Vendor: No
VSE Vendor: No
DVSE Vendor: No
Contract Valid Dates:
08/24/2020 - 12/23/2024

Delivery: 365 Days After Receipt of Order
Supplier Text: FTA Modified Vans & Buses Statewide

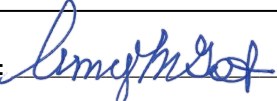
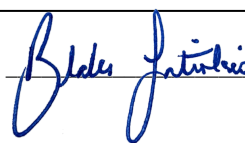
This contract is effective for the period beginning January 24, 2024 and ending December 23, 2024.

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

See the attachments for line item details, contract terms and conditions, and specifications.

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:

Recommending Approval: 	Approved by: 
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Contract number: 4400020163 T Number: 92122	Vendor: 310128664 Distributor Contract: NO	Page 2 of 4
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Line	Material No.	Description	Prod. Cat.	UOM	Net Price	Discount
	Supplier Part No.					
1		FTA Modified Vans and Buses	25101500		0.00000	

Contract number: 4400020163 T Number: 92122	Vendor: 310128664 Distributor Contract: NO	Page 3 of 4
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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

Contract number: 4400020163 T Number: 92122	Vendor: 310128664 Distributor Contract: NO	Page 4 of 4
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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.

Attachment A – Special Terms and Conditions – Pages 1-6

Vendor's Forms:

The purchase order is the only binding document to be issued against the contract. Signing of vendor's forms is not allowed.

Substitutes:

Only brands and numbers stated in the contract are approved for delivery and any substitution must receive prior written approval of the Office of State Procurement.

Price Reductions:

Whenever there is a reduction in price, which is lower than the contract price, offered to similarly situated customers contracting for the same period and under the same terms and conditions, said reduction must be presented directly to the Office of State Procurement. No price reduction on a statewide contract may be offered to an agency unless that reduction is offered to all agencies.

Payment:

Payment will be made on the basis of unit price as listed in the contract; such price and payment will constitute full compensation for furnishing and delivering the contract commodities. In no case will the state agency refuse to make partial payments to the Contractor although all items have not been delivered. This payment in no way relieves the contractor of his responsibility to effect shipment of the balance of the order. Payment will be to vendor and address as shown on order.

Invoices:

Invoices will be submitted by the contractor to the using agency and the invoice shall refer to the delivery ticket number, delivery date, purchase order number, quantity, unit price, and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the Contractor in duplicate directly to the accounting department of the using agency. Invoices shall show the amount of any cash discount and shall be submitted on the contractor's own invoice form.

Contract Revisions:

Requests for revisions to the contract must be addressed to the Office of State Procurement and shall refer to the contract item number with justification of the request. Distributor vendor changes, price reductions and justifiable item deletions may be considered during the contract period. New item additions may be considered only when the Office of State Procurement has determined additions will be of substantial benefit to the State and will justify the time, effort and cost required to make such addition.

Contractor must immediately notify the Office of State Procurement when any dealer on the contract is terminated, relocated or added. All orders placed with dealers prior to receipt of such notification by the Office of State Procurement must be honored. Revisions will become effective only upon approval by the Office of State Procurement.

Price Escalation:

Vehicle and option pricing may be negotiated on an annual basis only upon the manufacturer's order cutoff date. Price adjustments shall only be permitted for changes in the contractor's cost of materials or services. Contractor must submit a written request for a price adjustment to the Office of State Procurement no later than thirty (30) calendar days following the manufacturer's model year order cutoff date. No adjustments shall be effective until approved in writing by the Office of State Procurement. The State reserves the right to accept, reject, or negotiate the proposed price adjustment.

Attachment A – Special Terms and Conditions – Pages 1-6

The Producer Price Index (PPI) series WPU14110131 and/or WPU 14110571, published by the Bureau of Labor Statistics, United States Department of Labor will be used as a guide in reviewing any price adjustments.

The contractor shall document the amount of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the State of Louisiana; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the vehicle manufacturer.

In the event of a price decrease in the contractor's list price, the State shall be notified immediately. All such price reductions shall be effective immediately upon notification to the State.

Quantities:

This is an open-ended requirements contract. The Contractor must supply at contract prices actual requirements as ordered.

Orders:

The Office of State Procurement shall issue contract purchase orders for the items required, as and when needed. Political subdivisions of the State and Quasi Agencies who have been authorized to purchase from contracts made by the Office of State Procurement, are to issue their regular purchase orders directly to the supplier, making reference to the contract and item number.

Cooperative Purchase:

As described below, Political Subdivisions of the State, Quasi State Agencies, External Procurement Units, and Agencies of the United States Government are to be authorized (potential) users of this contract, subject to the pricing and terms set forth in the contract.

- Political Subdivisions of the State include, but are not limited to, parish governments, municipal governments, school districts, human service districts, local governments and public utilities.
- Quasi State Agencies include, but are not limited to, non-profit or for-profit organizations created by the State of Louisiana or any political subdivision or agency thereof, or any special district or authority, or unit of local government, to perform a public purpose.
- External Procurement Units include, but are not limited to, buying organizations not located in the State of Louisiana, which, if located in the State, would qualify as a public procurement unit.

The current list of approved cooperating purchasing entities (including political subdivisions, quasi state agencies and external procurement units) is maintained and regularly updated on the OSP website at: <http://www.doa.la.gov/doa/osp/agency-resources/osp-purchasing/approved-quasi-units/> and may be used as a reference.

Contractor may prospectively choose to partially or entirely 'opt-out' of accommodating cooperative purchasing for such contract(s) by sending formal written notification of same to the Office of State Procurement. This notification should clearly specify which individual type(s) of cooperative purchasing entities the contractor is choosing to not allow to participate in contract cooperative

Attachment A – Special Terms and Conditions – Pages 1-6

purchasing. Any purchase orders received by the contract-holder from cooperative purchasing entities prior to the contract-holder's opt-out notification to OSP must be honored in accordance with the contract.

CDBG/EEOC Compliance Rider

Contractor certifies that he agrees to adhere to the mandates dictated by section 3 of the Housing and Urban Development Act of 1968 as amended and section 109 of the Housing and Community Development Act of 1974.

Administrative Fee or Rebate:

The State shall be due a minimum 0.35 % administrative fee or rebate of each vehicle's price as ordered, (base vehicle price plus the price of any added options) to be payable to the State of Louisiana, Office of State Procurement (OSP) in exchange for the management and facilitation of this contract. The calculation of the administrative fee or rebate includes any entity receiving contract pricing resulting from this contract. The administrative fee or rebate shall be submitted quarterly and shall be based on the total net (gross sales minus returns, credits and deductions) sales made to entities located in the State of Louisiana under the contract. Initiation and submission of the administrative fee or rebate to OSP is the responsibility of the Contractor without prompting or notification by the State Procurement Analyst (SPA). If these administrative fees or rebates are not submitted in a timely manner, OSP shall have the right to terminate the contract.

The check is to be made payable: Louisiana DOA - Office of State Procurement. The check is to be mailed or send through courier service to the following address: Office of State Procurement, Attn: OSP Receivables Specialist, 1201 North 3rd Street, Claiborne Building - Suite 2-160, Baton Rouge, LA 70802. The calculation of the administrative fee or rebate shall begin immediately upon execution of the contract and payment shall be made in accordance with the following schedule:

<u>Quarter</u>	<u>Payment Period</u>	<u>Payment Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

NOTE: CONTRACTOR SHALL INDICATE THE STATE CONTRACT NUMBER ON THE REMITTANCE. WHEN SUBMITTING ONE (1) REMITTANCE FOR MORE THAN ONE (1) CONTRACT, CONTRACTOR SHALL INDICATE ALL STATE CONTRACT NUMBERS AND THE AMOUNT FOR EACH.

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**Contract Usage Reports:**

The Contractor shall submit detailed contract usage reports quarterly to the State Procurement Analyst (SPA) for the contract in accordance with the below schedule. Initiation and submission of the quarterly reports to the SPA is the responsibility of the Contractor without prompting or notification by the SPA. If these reports are not submitted in a timely manner, the Office of State Procurement (OSP) shall have the right to terminate the contract.

The specific usage report content, scope, and format requirements are available on the OSP website under Vendor Resources/Vendor Forms: <http://www.doa.la.gov/doa/osp/vendor-resources/>

In addition, the person's name who compiled the report and their contact information shall be

## Attachment A – Special Terms and Conditions – Pages 1-6

provided. OSP reserves the right to request copies of any purchase orders issued against the contract.

The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by OSP.

Schedule for submittal of usage reports:

| <b><u>Quarter</u></b> | <b><u>Reporting Period</u></b> | <b><u>Due Date</u></b> |
|-----------------------|--------------------------------|------------------------|
| First Quarter         | July 1 through September 30    | October 31             |
| Second Quarter        | October 1 through December 31  | January 31             |
| Third Quarter         | January 1 through March 31     | April 30               |
| Fourth Quarter        | April 1 through June 30        | July 31                |

**Non-Exclusivity Clause:**

This agreement is non-exclusive and shall not in any way preclude state agencies from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

**Louisiana Motor Vehicle Dealers License:**

Contractor must be properly licensed by the Louisiana Motor Vehicle Commission. Any questions regarding licensing required by the Motor Vehicle Commission should be directed to the Motor Vehicle Commission at (504) 838-5207, or via website: [www.lmvc.la.gov](http://www.lmvc.la.gov).

**Louisiana Safety Inspection**

Safety inspections shall be performed on each vehicle prior to delivery and a Louisiana Safety Inspection sticker properly affixed.

**Warranty**

The warranty of each unit shall include chassis, engine, drive train, modifications, etc., and shall be for a minimum of three (3) years or 36,000 miles from date the unit is put into service or within ninety (90) days after acceptance, whichever is sooner.

Any and all materials, specialties, equipment or accessories that prove defective in normal operation within the above period will be replaced or repaired by the manufacturer free of any and all cost to the vehicle operator, including material and labor.

The manufacturer will state where warranty maintenance work may be obtained in Louisiana. Warranty replacements and/or repairs will be furnished promptly by the Contractor.

Belts, brake pads, filters, tires, fluids, light bulbs, etc., will not be included in the warranty (normal everyday wear and tear items).

Contractor shall provide a minimum standard warranty on all ramps, wheelchair lifts, wheelchair and occupant restraint systems, and digital security camera systems and shall maintain this equipment during the warranty period. Contractor shall provide a list of recommended spare parts, including unit costs, upon request.

Contractor shall assume responsibility and warranty for materials and accessories used in the vehicle(s), whether the same are made by the manufacturer or purchased from an outside source. Service shall be available within a fifty (50) mile radius or reasonable location relative to the

## Attachment A – Special Terms and Conditions – Pages 1-6

location of the user.

If service is required outside of the fifty (50) mile radius, Contractor shall arrange for prompt service by his repairman at the convenience of the user. If this cannot be arranged, the Contractor shall pay all expenses involved in transporting vehicle to location required for the services needed.

**Delivery**

Delivery of unit(s) covered by these specifications shall be made within two hundred (200) calendar days after vendor's receipt of order (ARO).

Most vehicles purchased will be delivered to the Louisiana Department of Transportation and Development, 1201 Capitol Access Rd., Baton Rouge, LA 70802.

"Caravan" or drive away" deliveries straight from the manufacturer to the State will not be accepted. A pre-delivery in-service inspection shall be performed by the vendor before delivery. An inspection checklist (supplied by the State) shall be delivered with each vehicle. A name and location where this inspection will be performed should be submitted with bid. Manufacturer checklist is not acceptable. Each unit shall be delivered completely assembled and ready to operate.

Name of Inspection Location: Kent Mitchell Bus Sales  
Address of Inspection Location: 41430 East I-5 Service Road  
Hammond, LA 70403

Each vehicle shall be delivered with the following:

- a. Certificate of Origin
- b. Notarized Bill of Sale
- c. Mileage Certification Form, as required by the Louisiana Department of Public Safety
- d. Manufacturer Service Policy
- e. Owners/Operators Manual
- f. Service Manual. To include Service/Repair information as applicable for:
  - i. Chassis/understructure
  - ii. Engine
  - iii. Transmission
  - iv. Passenger Body
- g. A wiring diagram of all components installed by the vendor shall be furnished with each unit.
- h. Miscellaneous Manuals including:
  - i. Safety Manual describing operator "do's & don'ts" for safe vehicle operation.
  - ii. Tire maintenance/Tire Care Manual

**Termination for Non-Appropriation of Funds:**

The continuation of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of a contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**Increase/Decrease:**

## Attachment A – Special Terms and Conditions – Pages 1-6

The quantities listed herein are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the bid.

**Waste Tire Fee Notice:**

The State of Louisiana, Office of State Procurement has added the cost of the waste tire fee to the bid amount upon execution of this contract in accordance with LAC 33:VII.10521 (d): \$2.25 for passenger/light truck tires including the spare, \$5.00 for medium truck tires including the spare and \$10.00 for off road vehicle tires including the spare.

| <b>Vehicle</b>      | <b>Number of Tires,<br/>Including Spare</b> | <b>Fee Per Tire</b> | <b>Total Waste Tire<br/>Fee</b> |
|---------------------|---------------------------------------------|---------------------|---------------------------------|
| 5-2MV               | 5                                           | \$2.25              | \$11.25                         |
| 8-2B                | 7                                           | \$2.25              | \$15.75                         |
| 12B                 | 7                                           | \$2.25              | \$15.75                         |
| 12-2B               | 7                                           | \$2.25              | \$15.75                         |
| Low Floor 12-2B     | 7                                           | \$2.25              | \$15.75                         |
| Low Floor 12-2B Alt | 7                                           | \$2.25              | \$15.75                         |
| 12-6B               | 7                                           | \$2.25              | \$15.75                         |
| 16-2B               | 7                                           | \$2.25              | \$15.75                         |

## 1. Definitions

For purposes of clarification in this contract, the following terms shall have the described meaning.

- a. Agencies – any entity authorized to purchase on a contract resulting from this contract.
- b. State – the State of Louisiana

## 2. Acronyms

- a. ADA – Americans with Disabilities Act
- b. CCA – Cold Cranking Amps
- c. CFR – Code of Federal Regulations
- d. CNG – Compressed Natural Gas
- e. DOTD – Louisiana Department of Transportation and Development
- f. EPA – United States Environmental Protection Agency
- g. FRP - Fiber Reinforced Plastic
- h. FMVSS – Federal Motor Vehicle Safety Standards
- i. GAWR – Gross Axle Weight Rating
- j. GVWR – Gross Vehicle Weight Rating
- k. LED – Light-Emitting Diode
- l. LPG – Liquefied Petroleum Gas
- m. MOR – Manufacturer of Record
- n. MSRP – Manufacturer's Suggested Retail Price
- o. OEM – Original Equipment Manufacturer
- p. OSP – Louisiana Office of State Procurement

## **General Vehicle Specifications**

The requirements specified herein apply to all vehicles that may be purchased by the State of Louisiana, and/or Political Subdivisions of the State.

All applicable requirements and standards of the Americans with Disabilities Act, Environmental Protection Agency regulations, Federal Motor Vehicle Safety Standards, Federal Motor Carrier Safety Administration regulations and Tire and Rim Association Inc. that are in effect on the date of manufacture, shall apply. Vehicle(s) furnished to meet indicated specifications, including all equipment and accessories, shall comply with the regulations applicable to current model year vehicle: Title 49, Code of Federal Regulations, Chapter iii, Federal Highway Administration, Department of Transportation and State of Louisiana highway regulatory laws.

All vehicles shall be approved and marketed by the OEM. Full OEM literature, parts, service, technical support and warranties shall be available.

General Vehicle Specifications are not complete without general contract specifications and specific requirements listed in the Vehicle Type Specifications and Vehicle Detailed Specifications that cover the particular type vehicle desired. In the event there is a conflict between the requirements of the General Vehicle Specifications, Vehicle Type Specifications, and Vehicle Detailed Specifications, the order of preference is Vehicle Detailed Specifications > Vehicle Type Specifications > General Vehicle Specifications.

## 1. Workmanship

Any unit delivered under this specification is subject to rejection if there is evidence of poor workmanship, by either the vendor or the original manufacturer. Any defect, so noted, must be corrected by the vendor to the satisfaction of the purchasing agency.

All defect corrections must be completed to the satisfaction of the purchasing agency before invoices can be processed for payment.

Contractor installation of any portion of the equipment units must be stated prior to delivery of the vehicle. Failure to note such installations can result in rejection of the unit(s) at the time of delivery.

2. All equipment catalogued as standard for the basic vehicle, unless superseded by these specifications, to be furnished and included in the purchase price of the vehicle.
3. It is acknowledged that Federal laws, regulations, policies, and related administrative practices applicable to this contract on the date of contract execution may be modified from time to time. The Dealer agrees that the most recent Federal requirements will govern the administration of this contract. New Federal laws, regulations, policies, and administrative practices may be established after the date of contract execution and may apply to the contract to achieve compliance with the changing Federal requirement(s). Dealer may be required to upgrade, or add item(s) to the minimal specifications. The cost difference to achieve the "new" Federal requirement may be allowed at OEM's cost. No additional profit will be allowed. OEM's pricing pages must be presented to OSP to substantiate additional cost to achieve compliance with the changed Federal requirement(s).

**4. Options – Published and Unpublished**

A list of published options is included in Attachment C – Checklists and Price Sheets.

Unpublished options are options that are not listed in Attachment C. Authorized purchasers may add unpublished options, provided the sum of the unpublished options added are 20% or less of the base vehicle contract price. Unpublished options must be discounted at the same rate or better as published options and the base vehicle.

**5. Emissions**

Vehicles shall comply with all Federal and State emission requirements in effect at time of delivery.

**6. Modifications**

Unless otherwise stated, modifications to vehicles may be performed by a second-stage manufacturer.

All modifications shall comply with FMVSS 220 (School Bus Rollover Protection). Body structures shall be built as an integral unit. All joints and corners where stress concentration may occur shall be adequately reinforced to carry loads and withstand road shock. Certification of compliance with static load test should be provided with bid or within forty-eight (48) hours of request by OSP.

**7. Materials**

Materials used shall be new with quality conforming to current engineering and manufacturing practices. Materials shall be free of defects and shall be suitable for the intended service.

**8. Standard Equipment**

- a. All vehicles offered under this contract shall be equipped with all OEM equipment advertised unless otherwise specified herein, and should be installed through OEM program.
- b. Deletions from "standard equipment" will not be accepted, unless otherwise specified.
- c. In the specifications, where standard equipment is listed, items less than standard equipment will not be accepted, unless otherwise specified.

**9. Steering**

Vehicle shall be equipped with power steering, cruise control, and tilt steering.

**10. Emergency Equipment**

The following equipment is required. All mounted equipment shall not interfere with passenger entry or exit.

- a. A 2A:10B:C fire extinguisher shall be mounted in the vehicle. The operating mechanism shall be sealed with a type of seal which will not interfere with the use of the fire extinguisher and a pressure gauge shall be mounted on the extinguisher so as to be easily read without removing the extinguisher from its mounted position. A 5 lb. fire extinguisher is acceptable. Mounting of the unit shall not interfere with passenger entry or exit. Fire extinguisher shall be mounted within arm's reach of driver.

- b. A 16-unit first aid kit and a bloodborne pathogens clean up kit shall be mounted in the vehicle. Mounting of the unit shall not interfere with passenger entry or exit.
- c. Red warning triangle reflector kit with not less than three (3) reflectors shall be mounted in the vehicle.

#### 11. Miscellaneous Technical Specifications

- a. All switches shall be permanently labeled.
- b. All interior and exterior signs may be painted or decals. Vehicles will be delivered with all appropriate ADA handicap decals and signs inside and out. Vehicle shall also have two (2) reflective 9" X 17" yellow and black caution signs with 2" lettering stating:
  - i. CAUTION! Vehicle makes sudden and frequent stops.
  - ii. CAUTION! Vehicle stops for all Railroad Crossings.
- c. The entire unit shall be watertight and tested for any water leaking into the interior of the vehicle prior to delivery. Certification of Water Test for leaks and proof of fix shall accompany each vehicle.
- d. All vehicles shall be completely road tested prior to delivery.
- e. All vehicles shall be delivered with a minimum of ½ tank of fuel.

#### 12. Decals

Decals are not required for agencies not purchasing through DOTD's Louisiana Transit program.

The Louisiana transit decal with parish name and phone number shall be installed on both sides of vehicles for all vehicles before delivery to DOTD. See below for sizes and dimensions. Locations of decals to be determined during preproduction meetings. The colors and materials required are 3M Brand 3650-53 Cardinal Red (Louisiana); 3M Brand 7725-37 Sapphire Blue (Parish Name, Phone Number, Transit and State of Louisiana) and 3m Brand 7725-12 Black (State of Louisiana). The parish names and phone numbers will be supplied to vendor by DOTD.

Decal Sizes include:

Minivans – 11"x 53.75"

Buses – 18"x 87"

Modified vans – 22.25"x 126.5"

See Examples below:



## **Special Equipment**

The following special equipment items apply to certain vehicles as indicated in the Vehicle Detail Specifications. Special equipment may be deleted by agencies not purchasing through DOTD's Louisiana Transit program.

### **1. Digital Security Camera System**

#### **a. General**

A digital camera system shall be installed. The minimum number of cameras required is listed in the detailed vehicle specifications for each vehicle type. Each camera shall have one (1) audio microphone. The location of hard drive and cameras shall be determined during pre-production meeting before any buses are built. The cameras shall provide the following views: Camera 1 – windshield camera for driver's view of the road. Camera 2 – driver and step well. Camera 3 – lift. Camera 4 – bird's eye view of the interior of the bus.

The system shall include one (1) hard drive. An additional hard drive shall be supplied. The additional hard drive will be used to minimize vehicle downtime in cases where the main hard drive is pulled for downloading. The additional hard drive shall have the same capacity and features of the main hard drive.

The system shall include all necessary hardware, licenses, and equipment needed for complete operation of the security camera system.

#### **b. Camera System**

- 1) System shall have a minimum recording capacity of thirty (30) frames per second from each camera.
- 2) Cameras shall record in color.
- 3) A minimum thirty (30) days or up to three hundred (300) hours recording time shall be available.
- 4) Recording media shall be hard drive based.
- 5) System shall be capable of swapping recording hard drive from one (1) transit vehicle to another without requiring user intervention to reformat the hard drive.
- 6) System shall be capable of programming the recording start/end times or stopping recording after vehicle has been idle for longer than a set period of time.
- 7) System shall be synchronized audio/video multi-channel video viewing from the installed video cameras and microphones.
- 8) The cameras must maximize image quality and automatically adjust through changing lighting conditions including extremely low light and night time operations using infrared illumination or approved equal.
- 9) Cameras shall be mounted in tamper resistant housing.
- 10) Digital recording unit shall power down at a user selectable time after switched power is removed. If unable to power down automatically, the unit shall tolerate having power removed suddenly with no negative effect on the recording unit, system hardware, operating system, stored date/video/audio, or on the system's ability to function normally once power is restored.
- 11) System shall include vibration resistant recording capable of handling the rigorous demands associated with public transit vehicles.
- 12) System shall time stamp recording with GPS data and time and date. System shall auto-update for daylight savings time.
- 13) System shall be capable of recording events while transit vehicle ignition is OFF for a preprogrammed time period.
- 14) System shall be capable of optional event recording such as transit vehicle speedometer.
- 15) System shall include a on or off warning light in the dashboard to notify vehicle operator that the system is active or has failed.
- 16) Must support continuous loop recording.
- 17) System shall be capable of withstanding starts/stops, shocks, and vibrations associated with public transit vehicles, as well as temperatures greater than one hundred (100) degrees Fahrenheit and less than forty (40) degrees Fahrenheit.
- 18) System shall be encased in a key-operated locking enclosure.

#### **c. Video Playback Minimum Requirements**

- 1) Captured video shall not require a specialized Personal Computer (PC) or other proprietary PC equipment to access and view recorded events.

- 2) Tamper proof recording format, recorded data shall be deemed acceptable as evidence in legal proceedings.
  - 3) Captured video shall have a zoom function to allow the system user to zoom in on a particular area of the recorded video.
  - 4) System shall have industry standard video format for playback on standard purchase Windows PC.
  - 5) System shall have video manipulation with ability to clip segments and capture still images.
  - 6) System shall have the ability to easily transfer video clips and still images to industry standard CD-ROM, USB flash memory stick or DVD formats.
  - 7) System shall be capable of recording incident clips/events in a format that does not require additional software to playback on a standard PC.
  - 8) Video playback from removable hard drive recording media shall take no more than sixty (60) seconds to access and view on PC.
  - 9) Playback must allow watching a selected camera or cameras while listening to the mic from a different camera.
- d. Wiring and Cabling
- 1) Vendor should submit wiring and cabling diagram of video/camera equipment with the bid or within seven (7) business days of request by OSP.
  - 2) All connectors and sockets shall be of positive locking design and shall be equipped with gold contacts or similar other rust or oxidation inhibiting contacts.
  - 3) Plug in connectors shall have soldered wiring. Connections shall be made at terminal block ends or be soldered.
  - 4) Wiring shall be uniformly color coded and tagged.
  - 5) The power source wires must be sized appropriately to meet specified requirements for unit start up and normal operation and should prevent unacceptable voltage drops.
  - 6) Wherever there is a possibility of interference, wiring and interconnecting cables shall be properly shielded.
  - 7) Video and audio cables shall be gauged to minimize signal loss.
  - 8) A protective plastic or rubber grommet must be installed in every hole that provides passage for conduit or wiring to avoid chaffing or cutting of the conduit or wiring.
  - 9) Conduit shall be installed and secured in all vehicles.
  - 10) All wires and cabling shall be concealed in a vandal resistant manner.
- e. Warranty
- 1) Vendor shall provide a minimum standard warranty on all equipment and shall maintain this equipment during the warranty period.
  - 2) All vendors must provide a list of recommended spare parts, including unit costs.

## **2. Fully Automatic Interior Wheelchair Lift**

- a. The complete wheelchair lift unit shall be a Braun NCL1000IB3754HB-2 or Ricon Titanium one thousand (1000) lb. lift, or approved equal, fully automatic, including folding and unfolding of the platform and shall be electric powered or electro-hydraulic powered. The lift shall be rated by the manufacturer as sufficient to lift one thousand (1000) pounds. Lift platform dimensions shall be 37" x 54". The lift shall be as close to the lift doors as practical and is not to intrude the wheelchair space.
- b. The overall depth of the lift assembly in the stored position inside the vehicle shall not exceed 18" when measured at the floor level from the lift entry doors. No component accessory to the lift shall extend more than 23".
- c. Lift and vehicle must meet all ADA requirements and FMVSS 403 and 404. Vehicle and lift will be delivered with all appropriate ADA handicap decals and signs inside and out.
- d. If the lift assembly incorporates a crossbar over the top, it shall be above the door opening.
- e. The wheelchair lift assembly shall be mounted on the right side of the vehicle and inside of the side entry

- f. towards the rear. Exterior lifts will not be accepted.
- g. All manual operations for the lift shall be on the left side. The entry for the lift shall be behind the rear axle on the passenger side of the vehicle.
- h. The lift entry shall have a clear opening height of not less than 68" from the floor of the vehicle.
- i. A positive factory installed locking device shall be installed to hold the door or doors for the lift entry in the open position. No add-on locks or rubber band type locking devices will be allowed.
- j. A down-pressure cut-off device shall be installed to stop the downward movement of the platform on contact with the ground if this mode power is activated. Jacking of the vehicle by the lift shall not be allowed.
- k. The lift platform shall stop automatically at the floor level of the vehicle for loading and unloading of wheelchair passengers. A light shall be installed inside the vehicle over the lift area.
- l. Power lift shall have provision for emergency fold out, lowering, rising, and fold-in.
- m. Vehicle shall be equipped with Intermotive brake interlock system or approved equal. The controls for the lift shall be interlocked with the vehicle emergency brakes and transmission to ensure the vehicle cannot be moved when the lift is not stowed and so the lift cannot be deployed unless the interlocks are engaged.
- n. Each lift installed shall have an occupant restraint belt system.
- o. Parts Books, Manuals, Drawings, and Training:  
The vendor shall furnish with each installed wheelchair lift assembly one (1) complete set of operating instructions, trouble-shooting guide, inspection and service guide, and detailed parts list. The vendor shall furnish with each installed wheelchair lift a complete schematic wiring diagram covering all electrical equipment and electrical circuits installed by him, complete with wiring codes.  
  
The vendor shall furnish with each installed wheelchair lift a complete schematic diagram of all hydraulic circuits installed.
- p. Lift Doors:  
  
Lift doors shall be double wheelchair lift doors with windows. Interlock switch may be installed on the hinged side of the door, on the bottom of the door, on the top of the door, or the door handle.

### **3. Wheelchair Restraints and Occupant Restraint Systems**

Each wheelchair space shall be provided with a 4-point Retractable Wheelchair Securement and Occupant Restraint System. Retractor wheelchair securement system shall be a Sure-Lok System AL727S-4C Series or approved equal for L track. System must meet all ADA, State and Federal requirements and include AL700868-2, or equal, for L track. All L tracks are to be installed horizontally, including walls.

Securement system shall include retractors, occupant restraint, two (2) web cutters model # 8705, or equal, and four (4) quick straps model #FE200750, or equal.

Two (2) mesh storage containers Sure-Lok Model Number FE201145, or approved equal, shall be included and installed. Location of installation shall be determined during preproduction meeting before delivery of first vehicle.

### **4. Oxygen Holder**

A GO2 model number FE201122, or equal, shall be provided.

## **Optional Powertrain**

### **1. LPG Fuel Systems**

Liquefied Petroleum Gas (LPG) fueled engines should be available for order as an option to a base model. The LPG fuel system shall include all equipment needed for a complete installation and conversion from a traditional fuel powered vehicle to a dedicated LPG fueled vehicle including, but not limited to: stainless steel fuel lines, fuel rail assembly, fuel injectors, recalibrated Powertrain Control Module (PSM), and fuel tank. The MOR for the LPG fuel system shall be authorized by the chassis OEM to install the system on the chassis used. The LPG fuel system shall be EPA approved and Altoona tested.

## **State Vehicle Classifications**

The State has developed a vehicle classification list for FTA Modified Vans and Buses. Placement on the list does not guarantee compliance with the specifications. The list below is not exhaustive. If you feel that a vehicle has been mis-classified, contact the State Procurement Analyst, Amy Gotreaux via email at [Amy.Gotreaux@la.gov](mailto:Amy.Gotreaux@la.gov).

Line 1: Honda Odyssey, Toyota Sequoia, Chrysler Pacifica, Chrysler Voyager, Dodge Grand Caravan

Lines 2-9: Microbird, Champion, Elkhart

Line10-11: Ford Transit

## **Vehicle Type Specifications**

Please read carefully, specifications are updated, vehicle lines added, changed and deleted each year as determined to be in the best interest of the State.

## **Modified Vehicles**

### **Mini-Van**

#### **Line 1: 5-2MV**

These specifications describe the minimum requirements for a five (5) passenger, one (1) driver modified minivan with two (2) wheelchair spaces with ramp and one (1) two-passenger flip seat. The vehicle design will allow for the copilot seat to be removed to create the additional wheelchair position.

### **Vehicle Detail Specifications**

#### **1. Basic Vehicle**

Vehicle shall be an all-window vehicle and be made ADA compliant through a modification whereby the vehicle floor is cut from the engine firewall to the rearmost passenger seat and lowered to meet minimum ADA door opening height requirements (56"). There shall be no modification to any portion of the vehicle roof in meeting the ADA door opening requirement. A 30" usable, clear width, manual, 80-degree swing-away, fold-up mobility aid ramp is to be mounted vertically and inboard of the curbside sliding door. One (1) mobility aid position will be provided.

#### **2. Wheels and Spare tire**

Aluminum or steel disc wheels shall be required. The spare tire shall be mounted on a rack attached under the vehicle frame, or secured behind a rear seat against the rear wall. The spare tire may be compact in size. Lug wrench and jack shall be furnished with provisions for storage.

**3. Stabilizer Bar**

Vehicle Bar shall be equipped with a stabilizer bar on the rear axle.

**4. Electrical System**

Vehicle shall have a 12 volt electrical system with a standard manufacturer OEM alternator of not less than 160 amps and battery with a minimum of 600 CCA. All electrical wiring shall be automotive stranded copper, of sufficient gauge to handle the load, color coded to match OEM. All harnesses that are modified or added to the vehicle will be secured to the frame/body at a maximum of two (2) feet intervals with insulated clamps. All exposed terminals and wiring shall be protected from the elements and exposed wires will be wrapped in corrosion/moisture-resistant material.

**5. Climate Control**

a. Air Conditioner

Shall have a factory installed front air conditioner and shall have a factory or second stage manufacture installed auxiliary rear air conditioner. All controls for both air conditioners shall be located in the driver's compartment. The rear air conditioner shall have a molded cover, covering all hoses, drains, and electrical wiring. The air conditioners should have a combined rating of approximately 29,000 B.T.U.'s.

b. Heater

Each vehicle shall have a factory installed, hot-water type, combination fresh air and/or recirculating type heating system. Heating system shall incorporate windshield defrosters. All controls for the heating system shall be located in the driver's compartment. Combustion heaters will not be allowed.

**6. Body Structure**

a. Doors and Side Doors

Conversion shall provide a minimum clearance of 60" at the vehicle center of the interior roof. Conversion of vehicle shall require the construction that maintain OEM structural equivalent. All metal components that are added shall be welded by qualified operators and made corrosion resistant by primer application or stainless steel. Vehicle shall have the front OEM driver and passenger doors; one (1) manual left side rear door (extended to roof level), and one (1) manual right side mobility aid accessible door. The manual left side sliding door shall be OEM and extended to floor level to provide a minimum entry height of 56". The manual right side mobility aid accessible entry door shall offer a minimum opening height of 56", a minimum usable width of 32 1/2", and approximately 12" floor to ground height. The doors shall be capable of opening from inside of the vehicle. Door extensions shall be constructed of stainless steel or aluminum. Driver's door shall be lockable by key from exterior. All access doors shall have power locks; all door locks shall be keyed alike. The rear cargo door shall be provided with a quick release, manual override for opening the door from inside that is capable of opening the door even if the door is locked. The vehicle override device shall be spring loaded and mounted on the inside of the rear door to prevent accidental release. A decal shall be installed showing instruction.

b. Floors

Floor shall be level from front to back and from side to side, except in the wheel housing, toe board, and driver's seat platform area. The lower floor assembly shall be constructed of aluminized steel. Frame rails shall be made of formed channels and be reinforced with formed channel cross ribs. The floor shall be lower from the front firewall to just before the rear axle and the width of the floor shall extend from side doorsill to side doorsill.

Floor to roof interior height conversion shall provide a minimum clearance of 60" at the vehicle center on the interior roof. Exterior lower body panels shall be added to vehicle on both the driver and passenger sides of the vehicles. Panels to be constructed of formed plastic or fiberglass and painted to match the exterior color of the vehicle.

The floor overlay shall have a minimum of 3/8" marine grade plywood. The whole floor including aisle, entrance, and step tread areas shall be covered with Altro Transflor Meta 2.2 mm Genome (TFM2202), Gerflor or approved equal. All seams are to be heat welded to provide one piece, waterproof covering (Approximately 60" X 60").

Extruded aluminum trim molding shall cover the aisle joints.

- c. Interior Paneling  
All interior walls shall be paneled, including doors with a durable easily cleanable material. All interior panels shall meet FMVSS 302 and shall be OEM or OEM equivalent.
- d. Windows  
Vehicle shall be an all-window unit. Side passenger windows shall be provided throughout the passenger compartment. Windows in the passenger compartment shall be original equipment manufactured with the maximum number of windows capable of opening for make and model bid. All windows shall be factory sunscreen glass.
- e. Insulation  
Shall be installed in all sidewalls and roof with an R-value minimum of R-6.
- f. Paint and Trim  
The exterior color of the vehicle shall be white.
- g. Line Protection  
All metal and rubber fluid lines beneath vehicle that are altered or exposed as a result of floor modifications shall be secure and reasonably protected from road damage. Any fuel and brake line modifications/alterations must be OEM equivalent material and workmanship.

## **7. Seating**

- a. The driver seat shall be equipped with a reclining, bucket-type, high back seat with adjustable height utilizing a six (6) way power slide motor. A single folding, right side mounted armrest shall be installed.
- b. Passenger seats shall be spring suspension type. School bus, plywood or board seats will not be accepted.
- c. Driver and all passenger seats are to be covered with vinyl meeting Docket-90 compliance and match. Vinyl seating materials should include a five (5) year warranty.
- d. All seats shall be forward-facing and shall be equipped with FMVSS approved seat belts including retractors.
- e. Seating that prohibits the use of the side door(s) from being utilized as emergency exit will be considered unacceptable. An aisle width of not less than 15" shall be maintained as an access to side door(s).
- f. All seats and restraints in the vehicle as specified must comply with FMVSS standards.
- g. Front passenger seat shall be OEM, matching driver seat. The rear passenger seat shall be OEM rear bench seat, capable of accommodating three (3) passengers, and is to be covered with transportation grade vinyl to match driver and front passenger seat. Seat shall be lowered to accommodate the lower floor.
- h. A Freedman 3 Step Foldaway Passenger flip seat, or approved equal, shall be installed for middle seat position. This fold-a-way seat shall be installed on the left side of the vehicle (see floorplan attached). This seat shall have lap retractor seat belts.
- i. The aisle width between seats shall be no less than fifteen (15) inches.
- j. Restraints shall be furnished for all passengers and be automatic retractor. Securement devices shall meet all State and Federal Standards. Two (2) 18" seatbelt extensions must be supplied.

## **8. Mobility Aid Ramp**

The vehicle shall be equipped with a Braun powered in floor ramp with a minimum weight capacity of one thousand (1,000) lbs. or equal, or a manually operated, 80-degree swing-away mobility access ramp which stows vertically and folds and unfolds through the right side door. The fold and unfold motion of the ramp

must be counter balanced so that the force exerted by the operator does not exceed fifteen (15) lbs. The installed ramp shall not obstruct the view of the driver through any vehicle window. The ramp shall have a minimum usable width of 30" and a slope meeting the requirements of ADA, 49 CFR. The ramp surface shall be continuous and made skid resistant through powder coating. It shall have no protrusions from the surface greater than ¼" and shall accommodate both four-wheel and three-wheel mobility aids. The ramp shall have a rated capacity of six hundred (600) lbs., with a safety factor of at least three (3) based on the ultimate strength of the material. Each side of the ramp shall have protective barriers at least two (2) inches high to prevent mobility aids from rolling off of the ramp edge.

The ramp doors shall be interlocked with the vehicle transmission to ensure the vehicle cannot be moved when the ramp is deployed.

#### **9. Mobility Aid/Occupant Restraint Systems**

Each vehicle shall be equipped with one (1) Q-Straint Q-8100-A1-SC, or equal, forward facing mobility aid securement and occupant restraint system. The system shall utilize flanged "L" continuous track, capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. All attachment hardware and anchorages shall meet or exceed the 30 mph/20 Impact Test criteria per SAE J2249, 36 CFR Part 1192 and CFR Part 38, and all applicable Federal Motor Vehicle Safety Standards, as amended. Each securement position system shall consist of four (4) adjustable securement strap assemblies that attach to the structural frame of the mobility aid at four (4) separate points and anchor into the track on the vehicle floor at four (4) separate points. Each securement system shall have a corresponding occupant restraint system. The occupant restraint system shall consist of an adjustable lap and a shoulder belt and shall meet all applicable Federal Motor Vehicle Safety Standards. Securement system shall include retractors, occupant restraint, and bases. One (1) Q'Straint Q5-7590 belt cutter, or approved equal, shall be supplied with vehicle. One (1) mesh storage container Q'Straint Q5-8522, or approved equal, shall be included and installed. Location of installation shall be determined during preproduction meeting before delivery of first vehicle.

#### **10. Additional Equipment**

- a. An interior operated hood release is required.
- b. Sufficient interior lighting for night operation to illuminate the driver and passenger entry area and interior aisle.
- c. The entire underside of the body and chassis including floor member, side panels below floor level, and fender wells shall be coated with a non-flammable material specifically designed for undercoating and comply with current Federal and State Standards. All openings in the floorboards and firewall shall be sealed.
- d. A color REI rear view camera, Rosco Smart Mirror, or approved equal shall be mounted on the rear of the bus. The monitor for the camera shall be integrated into the rearview mirror. Vendor to submit with their bid rear view camera system to be installed. An OEM installed backup dash camera is acceptable.
- e. Vehicle shall have back up alarm installed.
- f. Fire resistant blanket to be included.

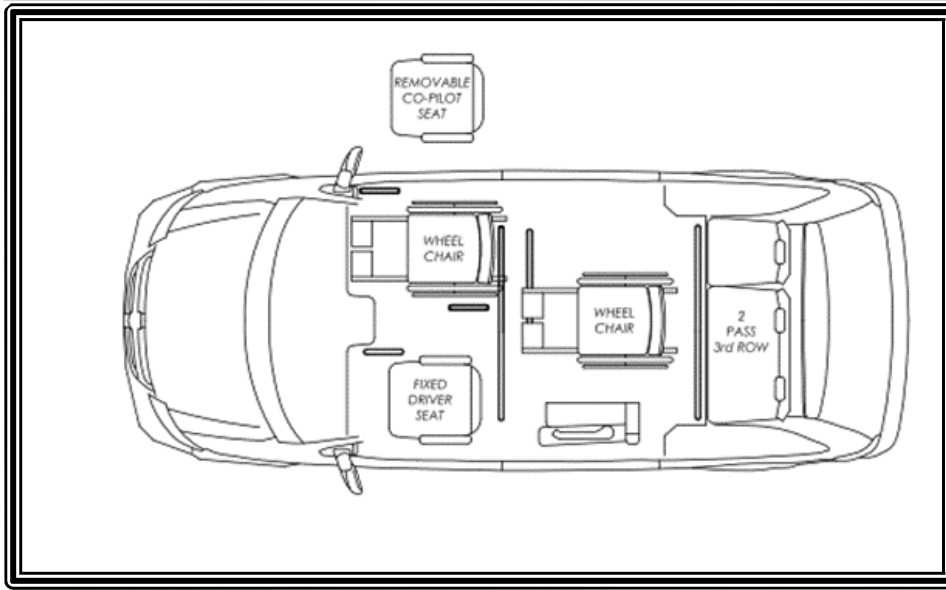
#### **Special Equipment Needed**

1. **Digital Security Camera System** – two (2) cameras
2. **Oxygen Holder**

#### **Optional Powertrain**

1. **LPG Fuel System**, if available

**Vehicle Sketches**



## **Small Cutaway**

### **Vehicle Type Specifications**

The following specifications apply to lines 2-7.

#### **1. Engine**

- a. Engine shall have an Intermotive products gateway fast idle with intelligent lift interlock system, or equal, installed. The system shall activate when the battery voltage drops below 12.5 volts or when the OEM or rear air conditioning compressors are engaged. All controls for this system shall be installed on the vehicle dash in reach of the driver.
- b. Engine shall not start when not in park.

#### **2. Transmission**

Vehicles shall be equipped with a minimum 6-speed, overdrive equipped automatic transmission supplied by the chassis manufacturer incorporating a torque converter.

#### **3. Spare Tire and Wheel**

Spare tire and wheel to be mounted and placed in the vehicle. Lug wrench and jack are not required.

#### **4. Front End Alignment**

All chassis are to be equipped with an eccentric Castor/Cambor pinch-bolt bushing kit to insure proper front end-alignment after body mounting. Standard OEM bushings will be deemed non-compliant. Front end alignment should be performed after kit installation and prior to delivery of vehicle.

#### **5. Fuel Capacity**

Fuel capacity shall be thirty-five (35) gallons minimum, unless otherwise specified in the Vehicle Detail Specifications. Clearly marked fuel-type instructions shall be installed. Vehicle shall have a 12" x 12" diamond plated fuel sender plate installed.

#### **6. Springs**

The front and rear springs, in combination, shall have a ground load rating equal to or exceeding the GVWR of the vehicle.

#### **7. Shock Absorbers**

Vehicles shall be equipped with front and rear heavy-duty, double-acting shock absorbers of sufficient capacity to adequately stabilize the loaded vehicle.

#### **8. Wiring Harness and Routing**

The wiring harness must be built to the length of vehicle. Each harness shall be as-built with the exception of optional items, but each wiring schematic must identify each optional circuit. Harness may incorporate wiring for options not selected by the end user. Schematics shall include each connector pin number and location. It shall also include symbols identifying electrical components along with location of each component. Each set of schematics shall have a legend that identifies each symbol used, including grounds.

All wiring shall be vinyl insulated to 200 degrees Fahrenheit, shall meet SAE standards, and shall be color coded or function coded at least every twelve (12) inches and permanently labeled to identify their function. Battery cables shall be 2-gauge with minimum of 0.075" wall plastic insulation. All wiring shall be of sufficient size to carry the required currents without excessive voltage drop.

Entire harness system and mating electrical components shall be plug-connected with lock tab connectors; all terminals are machine crimped; all harnesses shall be covered in high temp conduit and all exterior under body/under hood connectors are heat-sealed and weatherproof connectors.

All multi-pin connectors with twelve (12) or more conductors shall be environmentally sealed electrical connectors with a tab connector. All connectors with three (3) to twelve (12) circuits that are under the hood and/or under the vehicle shall be environmentally sealed high impact plastic connectors with pull apart locking

tabs. All connections containing one (1) to two (2) circuits shall be made with Posi-Lock connectors.

All body wiring shall be run inside the body in a protected area. All wiring shall be in a loom and secured for maximum protection. Clamps shall be rubber or plastic coated to prevent them from cutting the wiring insulation. When routing wiring under vehicle all wiring shall be encased in a loom and attached to the frame and sub-floor structure with rubber or plastic coated P-clamps every twelve (12) inches where possible and shall not be bundled with hoses. The harness shall run in straight lines as close to the chassis frame rails as possible. Any harness that goes over the rear suspension shall be encased in a conduit fixture securely fastened to the sub-floor rails or routed inside the frame rails.

A breaker box shall be located above the driver door in an abs non-conductive vacuum formed tub with a non-locking door. A microprocessor controlled printed circuit master control board shall be provided with no electrical relay type switches. Manual reset circuit breakers are required. Connection to OEM electrical system shall be accomplished through connectors supplied by the chassis manufacturer using locking mating connectors. A legend shall be provided on the circuit box door that displays circuit fusing and identification information.

A detailed schematic provided electronically (on disc, thumb drive, etc.) shall be provided with the vehicle.

## **9. Electrical System**

A 12-volt, dual battery system shall be supplied with the following:

- a. Alternator shall be heavy-duty OEM 210 amp, or approved equal.
- b. RV type, solid state, battery isolator rated equal to alternator output on each leg, with a maximum voltage drop of one (1) volt.
- c. Battery number one (1) will be manufacturer's standard equipment for vehicle furnished, at least 600 CCA, mounted under the hood.
- d. Battery number two (2) to be deep cycle OEM minimum 580 CCA. Bidders must provide comparison data. This battery is to provide power for the wheelchair lift, auxiliary air conditioner, and flashing rear lights.
- e. Battery number two (2) shall be mounted in an accessible location, in a pullout tray (drop down is not acceptable) under the body, but shall not be mounted in the passenger compartment of the vehicle. The capacity and make of both the alternator and battery should be provided as part of the bid.
- f. An on/off switch for batteries to disconnect body components are to be installed. Location to be determined during pre-production meeting for all vehicles categories.

## **10. Climate Control**

### **a. Air Conditioner**

Vehicle shall have OEM installed factory in-dash air conditioner independent of rear a/c. Vehicle shall have a separate ceiling mounted rear a/c with a three (3) fan skirt mounted tube and fin coil construction condenser. Microchannel systems are not desired. Rear a/c shall be ACT, ACC, Transair, or approved equal. Total rear a/c output shall be a minimum of 67,000 BTUs for eight (8) and twelve (12) passenger vehicles and 76,000 BTUs for sixteen (16) and twenty-four (24) passenger vehicles, not including front a/c. Air conditioning system must include two (2) compressors, one (1) for the front air and one (1) for the rear air.

All controls for both air conditioners shall be located in the driver's compartment and clearly marked for driver use. The interior rear evaporator shall have a molded cover, covering all hoses, drains and electrical wiring, with an accessible a/c filter for easy cleaning. A/C systems to utilize the air conditioning industry's "e-z clip" type a/c hose system consisting of type E hoses, fittings and clamps. Type D hoses will not be considered as an approved equal. All a/c components' brochures, serial numbers, warranty information, service centers, and date of installation shall accompany delivery of vehicle.

b. Heater

Each vehicle shall have a factory front heater and a rear factory installed hot-water type, type heating system with a minimum rating of 35,000 BTUs. Heating system shall incorporate windshield defrosters. All controls for the heating system shall be located in the driver's compartment and clearly marked for driver use.

Heaters are to be individually controlled by three (3) position switches: low, high, and off, and be controlled from the switch panel. Provisions shall be made for windshield defrosting adjustable output within reach of the driver. Rear heater shall be installed as far back as possible and is not to interfere with passenger. An access door is to be installed in the floor or in the side panel on all vehicles with a rear heater shut off valve and so labeled. All heater components' brochures, serial numbers, warranty information and date of installation shall accompany delivery of the vehicle.

**11. Body Structure**

a. Roof and Sidewalls

Interior aisle shall provide not less than 75 inches of headroom in the entire vehicle. The vehicle body structure must incorporate an integral, fixture-welded steel body framing for floor, front, rear, sidewalls, and roof. All cavities and voids present in the structure framework of the body sidewall and rear wall assemblies are to be completely filled with 1.063" thick high density beadboard insulation. The roof sub-assembly shall be completely filled with 1.75" thick high-density beadboard insulation. The exterior walls and roof shall be of either aluminum or fiberglass to preclude corrosion. The exterior roof panel shall be comprised of a single seamless panel to preclude leakage. The interior walls and ceilings shall be comprised of .040" Fiber-Reinforced-Plastic (FRP), gloss light gray in color (a vinyl coated substrate will not be considered). Vehicle exterior and interior roof and sidewall components shall be manufactured with skin vacuum lamination or structural adhesive to insure uniformity in the strength and bonding of all walls and roof surfaces. The body shall incorporate a steel structure as the primary load-bearing structure. All panels shall be installed so that they shed water, that is, the leading panel shall be lapped over the following panel and in no case shall the sealing of the panels be dependent on caulking alone. Interior to be a fiberglass type material that is easily cleaned. Carpet or cloth not accepted on interior walls or ceiling. A one-piece metal or fiberglass roof will be allowed.

b. Entry Door

The passenger entry door shall not be less than 78 inches high and minimum horizontal opening of 26 inches. Must have locking and unlocking capability from inside of vehicle. Entry door to be electric or manually operated.

c. Entry Steps

The step well shall be integral with the body and fabricated from heavy-duty welded steel or aluminum with adequate reinforcement. Individual risers shall not exceed 8.5 inches in height with a 0.5 inch variance. The bottom step shall not exceed twelve (12) inches from the ground. Cover for step treads and risers shall be all one piece, no seams. Each step will be covered with the same material as the passenger floor and have a band of white or yellow nosing across the entire width of the steps.

d. Floors and Interior Paneling

Substructure shall consist of prime commercial quality steel. A complete set of schematics showing dimensions of floor and steel being used should be submitted with bid. Floor shall be level from front to back and from side to side, except in the wheel housing, toe board, and driver's seat platform area. The floor overlay shall have a minimum of 5/8" marine plywood, grade B-C or better, or composite subfloor. The whole floor including aisle, entrance, and step tread areas shall be covered with Altro Transflor Chroma 2.2 mm Cayman (TFCR2261), or equal. Floor thickness is all flooring, not a combination of flooring and backing. Flooring to be a blended (not top coated) product that includes Quartz for slip resistance and durability. All seams are to be heat welded to provide one (1) piece, waterproof covering. All interior walls shall be paneled, including doors with a durable, non-fabric, easily cleanable material. Carpet, cloth or a vinyl covered substrate are not acceptable on interior walls or ceiling, except in the cab area.

e. Door Opener

The entry door shall be two-leaf, outward opening type, manually operated, and controlled from the driver's seat.

f. Windshield, Windows, and Rear Emergency Door

The windshield is to be a one-piece design provided by the chassis manufacturer. Windshield shall be laminated tinted safety glass. The driver's window shall be capable of opening, and be either the sliding or the roll-down type. The driver's window shall be tempered safety glass. The side passenger windows shall be transit-type, as opposed to the school bus type. It is desired to maintain a transit-type appearance, and school bus windows will not be accepted. Passenger windows must be capable of opening to ensure ventilation. Windows shall be a OEM standard with an upper T-sliding design. One "half window" will be acceptable on each side where engineering requires. One hinged emergency escape window must be provided on each side of the vehicle.

- 1) Emergency windows must be clearly labeled and operating instructions must be clearly visible at each escape window. All windows shall be designed and installed in compliance with FMVSS 217. All emergency exits shall comply with F.A.C. 14-90. All passenger windows must be safety glass. Windows are to be OEM dark tinted (20% Light Transmission value minimum). All passenger windows shall be installed in black powdered or anodized aluminum frames, or the equivalent.
- 2) Each emergency exit shall be identified with a 12-volt red LED lamp assembly, with a 10,000 hour life bulb, wired to the vehicle ignition circuit. This system, along with window signage, shall provide passengers with a clear identification of exit routes. Next to, or immediately below, each LED light fixture shall be a decal, one (1) inch Helvetica Medium white letters on red background or red letters on white background, stating "Emergency Exit".
- 3) A rear emergency door with upper and lower windows, and an interior lock to prevent entry from the outside shall be installed in the vehicle. The emergency door shall be equipped with an audible alarm/ visual light if locked or open while the vehicle is running. The lock shall prevent starting of the engine when engaged, and trigger an audible buzzer and visual light. Door shall have a locking mechanism (rear door prop) to hold open the door when in use.

g. Windshield Wipers

Heavy-duty electric two-speed windshield wipers controlled by a variable speed (intermittent) switch shall be furnished.

h. Insulation

Shall be installed in all sidewalls and roof. Insulation shall be R-6 value or greater.

i. Modesty Panels

An industry standard modesty panel shall be installed on the left side of the passenger entry area with stanchion. The supports of the modesty panel shall be fully padded on 1 ¼" stainless steel.

j. Passenger Assist Stanchion and Ceiling Grab Rails

All stanchions shall be a minimum 1 ¼" outside diameter stainless steel tubing and shall be padded. A stanchion shall also be installed to the right behind driver with modesty panel.

- 1) A grab rail shall be installed on both sides of entry door parallel to the steps to provide easy entry and exit for the passengers and must meet ADA.
- 2) All stanchions shall be mounted securely to the frame of the vehicle. The strength of the stanchions shall be sufficient to withstand the force exerted by a 350-pound person using the stanchion to help pull him up and into the vehicle from the ground level.
- 3) The ceiling grab rail shall be a minimum of 1 ¼" outside diameter stainless steel tubing. All stanchions and grab rails are to be attached to structural posts or cross members of the roof to insure maximum strength.

- k. Paint and Trim  
The exterior color of the vehicle shall be white.

## 12. Seating

- a. Passenger
  - 1) All seats shall be forward facing including wheelchair.
  - 2) The seating floor plans shall be as shown on sketch.
  - 3)
  - 4) All seats shall have no less than nine (9) inches between the front of the cushion and the back of the next forward seat.
  - 5) Single passenger seats shall not be less than 17" wide. The two- passenger seats shall not be less than 35" wide. All seats shall have a cushion depth of no less than 16". All seats shall be Freedman GO ES three (3) point seats or approved equal. All seats shall be equipped with Sanitized® protection molded grab rails. Foam padded grab rails are not acceptable.
  - 6) The aisle width between seats shall be no less than 15".
  - 7) All seats shall be mounted on seat tracks system welded to wall and floor body structure. Seat track must meet FMVSS 207 and a copy of the latest certification should be submitted with bid.
  - 8) All Seats shall be upholstered with heavy duty vinyl material, minimum of 35-ounce per linear yard, and meet or exceed all FMVSS and FTA Docket 90 requirements. All seats shall be Freedman GO ES three (3) point seats with CRS-225 hardware, or approved equal. These seats shall be FMVSS 225 compliant to attach removable child seats. Seat foam padding shall be neoprene compound cushioning (CR Safeguard XL Fire-resistant Cushioning or equal) or approved Docket-90 covering.
  - 9) Each passenger seat position shall have integrated three (3) point seat belts, or approved equal. The seat belts must meet all applicable FMVSS Standards. Two (2) 18" seatbelt extensions must be supplied. If the manufacturer does not offer 18" seatbelt extensions, the longest extensions offered by the manufacturer shall be supplied.
- b. Driver
  - 1) The driver seat shall be equipped with a reclining, bucket-type, high back seat with adjustable height utilizing a six (6) way power slide motor. Seat covering to be the same quality, color and material as passenger seats. A single folding, right side mounted armrest shall be installed.

## 13. Additional Equipment

- a. A 10" long,  $\pm 1"$ , full view panoramic interior rearview mirror shall be installed in the center of the top, just above the windshield, and be fully adjustable. Exterior rearview mirrors are to be Rosco mirrors or approved equal. An additional crossover mirror shall be installed streetside on the front of the vehicle as far forward as vehicle design permits. An adhesive bus guard lens (commonly called a "fish-eye") shall be installed in the rear of the vehicle.
- b. A driver side slip resistant, heavy duty stamped aluminum running board shall be installed.
- c. Sufficient interior lighting for night operation to illuminate the driver and passenger entry area and interior aisle.
- d. Interior operated hood release.
- e. The entire underside of the body and chassis including floor members, side panels below floor level, and fender walls shall be coated with fire-resistant asphalt base, rubber base, or equivalent undercoating material. All openings in the floorboards and firewall shall be sealed.
- f. Interior engine cover (dog house) shall have drink holders and storage compartment.

- g. A rear third brake light shall be mounted directly in the center, either under or above rear window. The third brake light shall be LED and no less than 6" inches wide. All rear exterior lighting (turn signals, brake lights, and back up lights) shall be LED.
- h. Vehicle shall have back up alarm installed.
- i. Vehicle shall be equipped with a Mor/ryde rear axle suspension system or approved equal.
- j. Exhaust system for vehicle shall exit on the street side behind the rear axle and be mounted at points to the frame every twelve (12) inches. Heat shields shall be mounted between exhaust system and fuel tank.
- k. The bus must be equipped with an anti-theft system that allows the engine to idle with the key removed from the ignition and keep the shifter locked in park. The system will be activated by pressing a switch and removing the key within three (3) seconds. If the service brake is pressed while in the locked mode the horn will sound as an alarm.
- l. Vehicle shall be equipped with storage area above the front windshield. The area shall be carpeted and weather resistant. Door shall be provided with two (2) latches.
- m. Pre-trip module request has been removed.
- n. A digital, high quality LCD color monitor with three (3) cameras for left/right turn signal activation and rear vision shall be installed on the vehicle. Cameras are to be waterproof with auto-adjustment for night vision in durable housings. The color monitor shall be easily visible to the driver in its mounted position. Monitor shall be fixed to the header above the windshield and shall be tied into the steel structure.
- o. A reverse assistance system shall be installed with a minimum of four (4) rear sensors. The system will be automatically activated when the vehicle is put in reverse and will detect an object within seven (7) feet. The system will have an alarm that sounds upon object detection and a dash mounted LED panel that displays the location of the object and the distance in feet to the object.
- p. Vehicle shall have seven (7) inch red LED lights installed in the top left and right corners of the rear of the bus. If the vehicle's ignition is in the on position, and the brake is depressed, these lights will flash to indicate slowing or stopping.

## Line 2 – 8-2B

These specifications describe the minimum requirements for an eight (8) passenger, one (1) driver small cutaway vehicle with two (2) wheelchair spaces with interior wheelchair lift and 75" headroom.

### Vehicle Detail Specifications

**1. Capacity**

Shall have a chassis manufacturer's GVWR not less than 11,500 lbs. and dual rear wheels.

**2. Engine Size**

Engine shall be a gasoline fueled V-8 or greater engine with a displacement no less than 6.1 L.

**3. Wheelbase, Length, and Interior Width**

The minimum wheelbase shall be 138". The minimum overall vehicle length shall be 252". The minimum interior width at seat height shall be 90".

### Special Equipment Needed

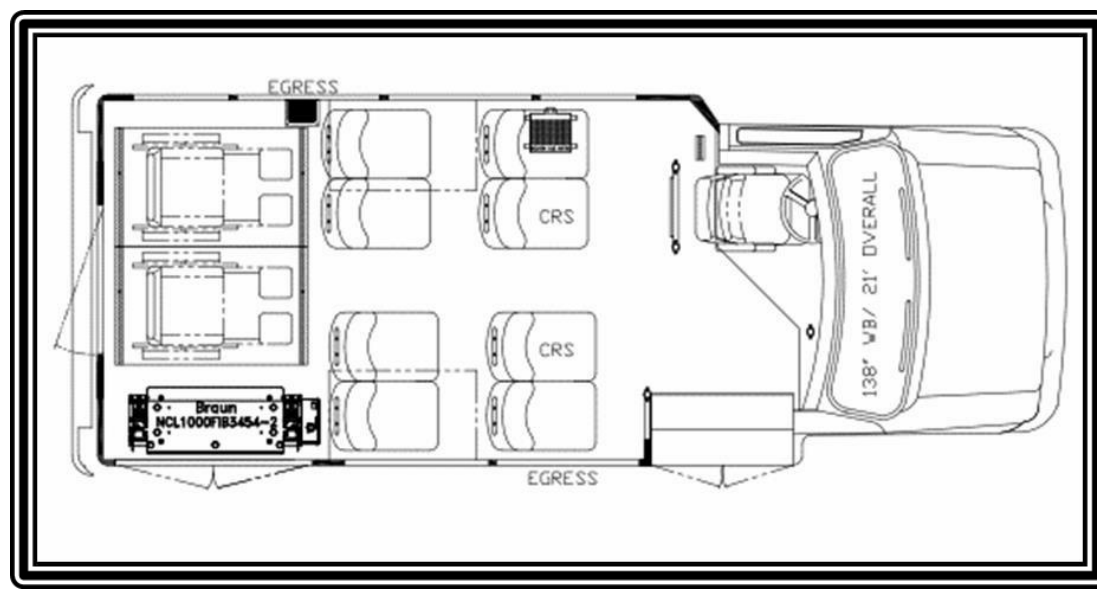
- Digital Security Camera System** – four (4) cameras
- Fully Automatic Wheelchair Lift**
- Wheelchair Restraints** – two (2) restraints and two (2) mesh storage containers
- Oxygen Holder**

### Optional Powertrain

**1. LPG Fuel**

System, if available

### Vehicle Sketch



### **Line 3 – 12B**

These specifications describe the minimum requirements for a twelve (12) passenger, one (1) driver small cutaway vehicle with 75" headroom.

#### **Vehicle Detail Specifications**

**1. Capacity**

Shall have a chassis manufacturer's GVWR not less than 11,500 lbs. and dual rear wheels.

**2. Engine Size**

Engine shall be a gasoline fueled V-8 or greater engine with a displacement no less than 6.1 L.

**3. Wheelbase, Length, and Interior Width**

The minimum wheelbase shall be 158". The minimum overall vehicle length shall be 249". The minimum interior width at seat height shall be 90".

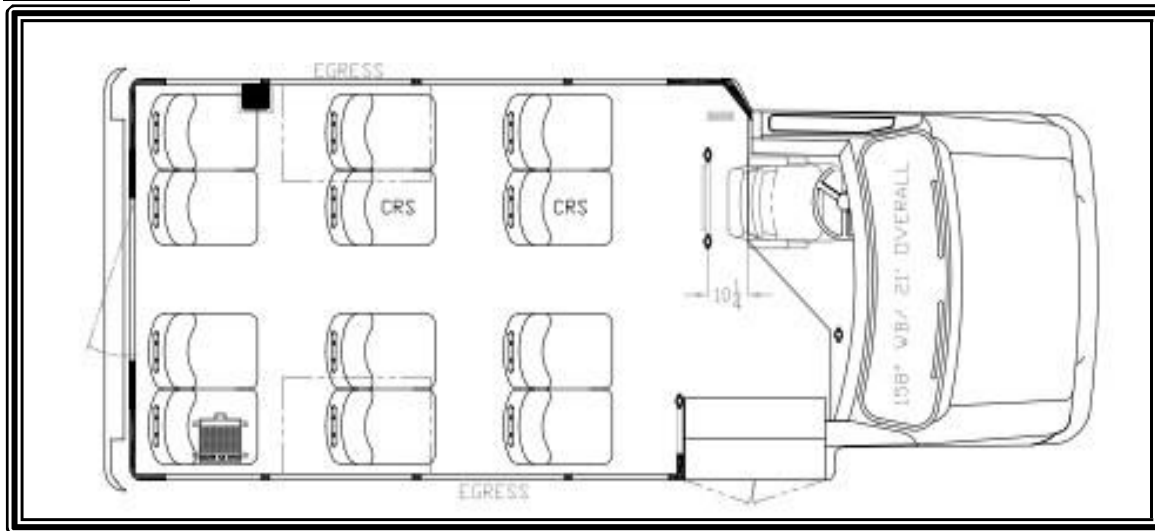
#### **Special Equipment Needed**

**1. Digital Security Camera System** – four (4) cameras

#### **Optional Powertrain**

**1. LPG Fuel System**, if available

#### **Vehicle Sketch**



## Line 4 – 12-2B

These specifications describe the minimum requirements for a twelve (12) passenger, one (1) driver small cutaway vehicle with two (2) wheelchair spaces with interior wheelchair lift and 75" headroom.

### Vehicle Detail Specifications

**1. Capacity**

Shall have a chassis manufacturer's GVWR no less than 14,500 lbs. and dual rear wheels.

**2. Engine Size**

Engine shall be a gasoline fueled V-8 or greater engine with a displacement of no less than 6.8 L.

**3. Wheelbase, Length, and Interior Width**

The minimum wheelbase shall be 158". The minimum overall vehicle length shall be 269". The minimum interior width at seat height shall be 90".

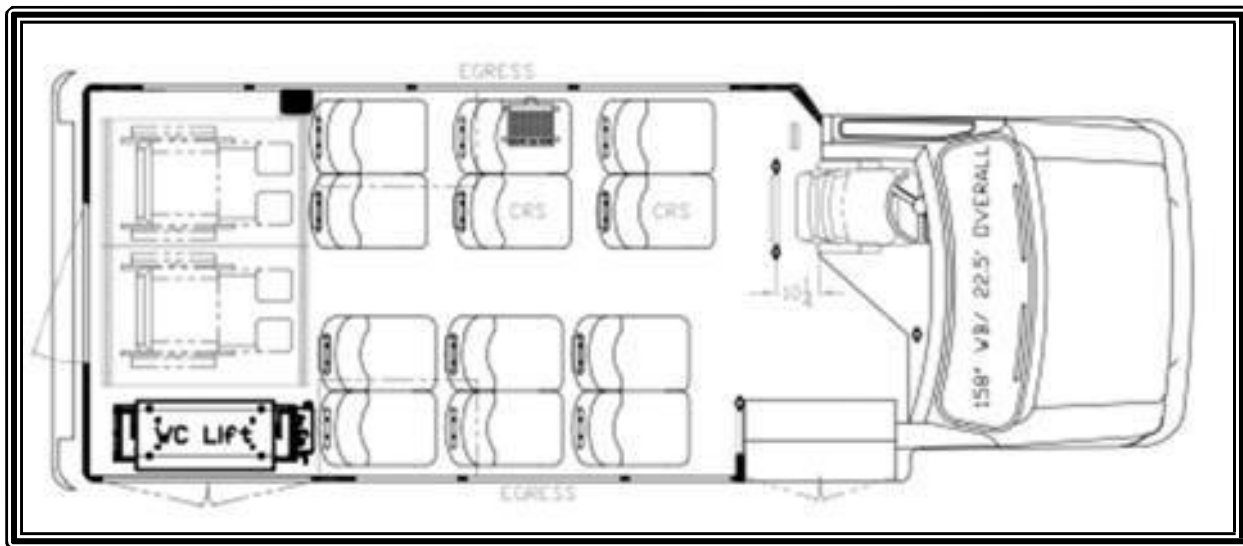
### Special Equipment Needed

1. **Digital Security Camera System** – four (4) cameras
2. **Fully Automatic Wheelchair Lift**
3. **Wheelchair restraints** – two (2) restraints and two (2) mesh storage containers
4. **Oxygen Holder**

### Optional Powertrain

1. **LPG Fuel System**, if available

### Vehicle Sketch



## Line 5 – Low Floor 12-2B

These specifications describe the minimum requirements for a twelve (12) passenger, one (1) driver small cutaway vehicle with two (2) wheelchair spaces with interior wheelchair lift, low floor, and 72" headroom.

### **Vehicle Detail Specifications**

#### **1. Capacity**

Shall have a chassis manufacturer's GVWR no less than 14,200 lbs. and dual rear wheels.

#### **2. Engine Size**

Engine shall be a gasoline fueled V-8 or greater engine with a displacement no less than 6.0 L.

#### **3. Wheelbase, Length, and Interior Width**

The minimum wheelbase shall be 165". The minimum overall vehicle length shall be 287". The minimum interior width at seat height shall be 91".

#### **4. Fuel Capacity**

Vehicle shall have a minimum fuel capacity of fifty-seven (57) gallons.

#### **5. Electrical System**

Battery number two (2) to be minimum 700 CCA. Vehicle shall be equipped with a rotary disconnect switch that removes 12V battery power from all bodybuilder loads while not interfering with OEM chassis electrical circuits. Disconnect switch for batteries location to be determined during pre-production meeting.

#### **6. Air Conditioning**

Air Conditioning shall be a rooftop system that incorporates the condensers and evaporators. The Rooftop unit shall have a minimum cool air BTU Rating of 85,000 BTU's. There shall also be a second compressor in addition to the OEM compressor. The secondary compressor shall be type TM-21 or approved equal.

This rooftop system shall have electronic controls that are mounted in the driver's area. Care should be taken to ensure easy access to these controls by the driver. Vehicle shall have OEM installed factory in-dash air conditioner independent of rear a/c. The interior molded cover must cover any hoses, drains and electrical wiring, with an accessible a/c filter for easy cleaning. A/C systems to utilize the air conditioning industry's "e-z clip" or "atco crimp clip" type a/c hose system consisting of type D hoses, fittings and clamps. All a/c components brochures, serial numbers, warranty information, service centers, and date of installation shall be received with delivery of vehicle.

#### **7. Body Structure**

##### **a. Roof and Sidewalls**

Interior aisle shall provide not less than seventy-two (72) inches of headroom in the entire vehicle. Exterior FRP (Fiber Reinforced Plastic) Composite will be secured to the side walls with the seam being covered by a rain gutter.

##### **b. Entry Door**

The passenger entry door must be on a minimum twelve (12) degree angle to assist with random access for wheelchair loading and unloading. The entry door must be forward to assist driver in seeing the passenger entry. Backset entry doors that are not on a minimum twelve (12) degree angle are not desired and will not be considered as an approved equal for safety and ease of entry reasons.

##### **c. Entryway**

The entryway shall be integral with the body and fabricated from heavy-duty welded steel. The one (1) step entry shall not exceed twelve (12) inches from the ground.

d. Floors and Interior Paneling

Substructure shall consist of prime commercial quality steel specifically engineered in a way to protect the occupants. Sides of the sub floors shall be fourteen (14) gauge C-Channel that will overlap the 1.5" x 2.5" sixteen (16) gauge floor line tubing in the side walls. Steel sub floor structure must be isolated from the chassis by means of OEM rubber isolation mounts and bolted through these mounts to the chassis frame rails.

Floor decking shall be a 5/8" thick single piece of engineered wood with moisture barrier laminated to upper surface and moisture sealed edges. The whole floor including aisle, entrance, and step tread areas shall be covered with Altro Transflor Chroma 2.2 mm, or equal, and shall be covered up the sidewalls. Floor thickness is all flooring, not a combination of flooring and backing. Flooring to be a blended (not top coated) product that includes Quartz for slip resistance and durability. All seams are to be heat welded to provide one (1) piece, waterproof covering. The cab floor shall have the OEM insulated floor covering.

e. Door Opener

The entry door shall be two-leaf, outward opening type, electric or manually operated, and controlled from the driver's seat. The door opening shall be 35" minimum clear opening with entry assist handles. For emergency situations, a manual door release control shall be provided.

**8. Passenger Entry Ramp**

- a. The entry ramp shall be a Braun power ramp, or equal, rated at a minimum of an 800 pound capacity. The entry ramp will be designed to let wheelchair and ambulatory passengers enter the bus once the ramp is fully deployed. Steps are not allowed and all passengers shall enter by way of passenger door. Entry ramp shall be 62 inches minimum and provide a 1:5 angle when deployed to the ground. Where provided, vehicle shall be ADA Fixed Route Compliant per Americans with Disabilities Act. The ramp area shall be equipped with exterior overhead door light and LED Stepwell Lights to illuminate the entry floor/ramp platform meeting ADA specs. These lights shall activate when the ramp is deployed and turn off when the ramp is stowed.
- b. Vehicle shall be equipped with an Intermotive brake interlock system or approved equal. The controls for the lift shall be interlocked with the vehicle emergency brakes and transmission to ensure the vehicle cannot be moved when the lift is not stowed and so the lift cannot be deployed unless the interlocks are engaged. Must have an LED status display with two (2) inch red "door ajar" light.
- c. The vendor shall furnish with each installed wheelchair assembly one (1) complete set of operating instructions, trouble-shooting guide, inspection and service guide, and detailed parts list. The vendor shall furnish with each installed wheelchair assembly a complete schematic wiring diagram covering all electrical equipment and electrical circuits installed by him, complete with wiring codes. The vendor shall furnish with each installed wheelchair lift a complete schematic diagram of all hydraulic circuits installed.

**9. Wheelchair Securement Stations**

Each wheelchair space shall be provided with a 4-point Retractable Wheelchair Securement and Occupant Restraint System. Retractor wheelchair securement system shall be a Q-Straint System, or equal, and shall include: four (4) Q8300-A-SC3 (slide & Click), or equal, four (4) Max Retractors Q8-6209-SC, or equal, one (1) Retractable Shoulder Belt Reel Q5-6415-RET-ASL, or equal, and one (1) lap seat belt w/ pin connector Q8-6325, or equal, per securement position. System must meet all ADA, State and Federal requirements.

Securement system shall include retractors, occupant restraint, two (2) web cutters model # 8705, or equal, and four (4) quick straps model #FE200750, or equal.

Two (2) wall mount securement stations shall be installed on the vehicle walls next to wheelchair securement position.

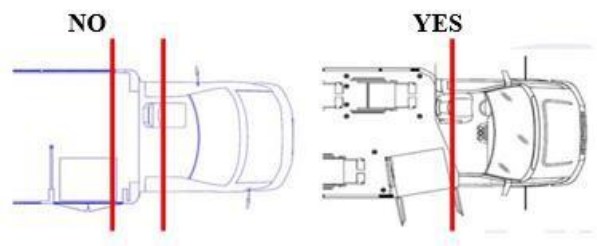
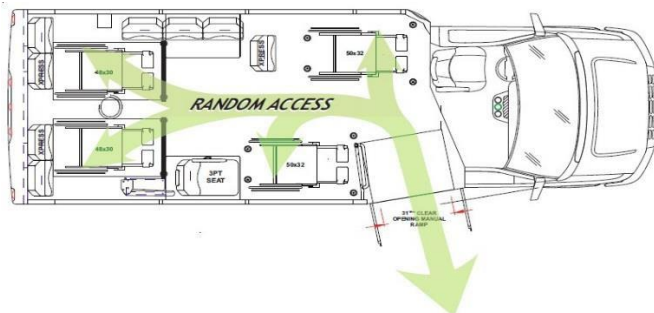
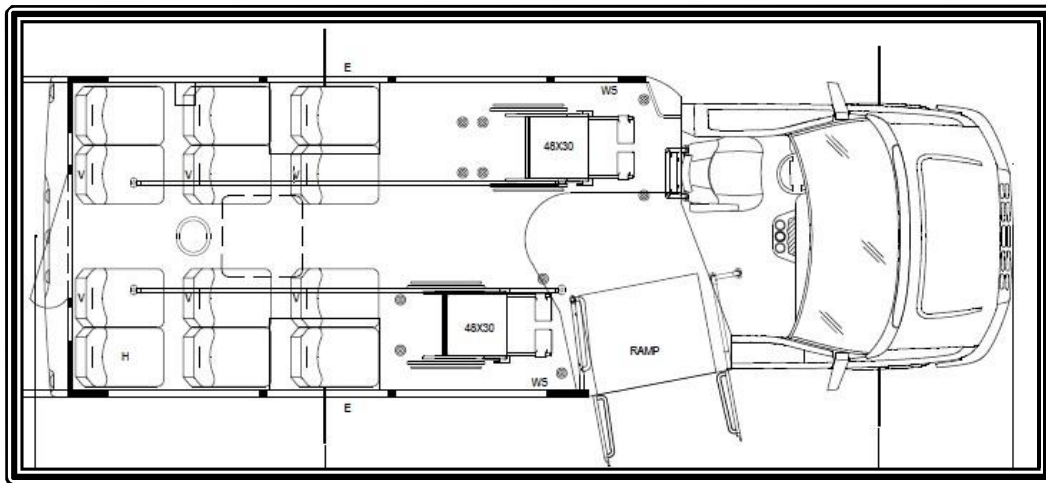
### Special Equipment Needed

1. **Digital Security Camera System** – four (4) cameras
2. **Oxygen Holder**

### Optional Powertrain

1. **LPG Fuel System**, if available

### Vehicle Sketches



## **Line 6 – Low Floor 12-2B Alt**

These specifications describe the minimum requirements for a twelve (12) passenger, one (1) driver small cutaway vehicle with two (2) wheelchair spaces with interior wheelchair lift, low floor, and 72" headroom.

### **Vehicle Detail Specifications**

#### **1. Capacity**

Shall have a chassis manufacturer's GVWR no less than 14,200 lbs. and dual rear wheels.

#### **2. Engine Size**

Engine shall be a gasoline fueled V-8 or greater engine with a displacement no less than 6.0 L.

#### **3. Wheelbase, Length, and Interior Width**

The minimum wheelbase shall be 165". The minimum overall vehicle length shall be 287". The minimum interior width at seat height shall be 91".

#### **4. Fuel Capacity**

Vehicle shall have a minimum fuel capacity of fifty-seven (57) gallons.

#### **5. Electrical System**

Battery number two (2) to be minimum 700 CCA. Vehicle shall be equipped with a rotary disconnect switch that removes 12V battery power from all bodybuilder loads while not interfering with OEM chassis electrical circuits. Disconnect switch for batteries location to be determined during pre-production meeting.

#### **6. Air Conditioning**

Air Conditioning shall be a rooftop system that incorporates the condensers and evaporators. The Rooftop unit shall have a minimum cool air BTU Rating of 85,000 BTU's. There shall also be a second compressor in addition to the OEM compressor. The secondary compressor shall be type TM-21 or approved equal.

This rooftop system shall have electronic controls that are mounted in the driver's area. Care should be taken to ensure easy access to these controls by the driver. Vehicle shall have OEM installed factory in-dash air conditioner independent of rear a/c. The interior molded cover must cover any hoses, drains and electrical wiring, with an accessible a/c filter for easy cleaning. A/C systems to utilize the air conditioning industry's "e-z clip" or "atco crimp clip" type a/c hose system consisting of type D hoses, fittings and clamps. All a/c components brochures, serial numbers, warranty information, service centers, and date of installation shall be received with delivery of vehicle.

#### **7. Body Structure**

##### **a. Roof and Sidewalls**

Interior aisle shall provide no less than seventy-two (72) inches of headroom in the entire vehicle. Exterior FRP (Fiber Reinforced Plastic) Composite will be secured to the side walls with the seam being covered by a rain gutter.

##### **b. Entryway**

The entryway shall be integral with the body and fabricated from heavy-duty welded steel. The one (1) step entry shall not exceed twelve (12) inches from the ground.

##### **c. Floors and Interior Paneling**

Substructure shall consist of prime commercial quality steel specifically engineered in a way to protect the occupants. A complete set of schematics showing dimensions of floor should be submitted with bid to be considered. Sides of the sub floors shall be fourteen (14) gauge C-Channel that will overlap the 1.5" x 2.5" sixteen (16) gauge floor line tubing in the side walls. Steel sub floor structure must be isolated from the chassis by means of OEM rubber isolation mounts and bolted through these mounts to the chassis frame rails.

Floor decking shall be a 5/8" thick single piece of engineered wood with moisture barrier laminated to upper surface and moisture sealed edges. The whole floor including aisle, entrance, and step tread areas shall be covered with Altro Transflor Chroma 2.2 mm, or approved equal, and shall be covered up the sidewalls. Floor thickness is all flooring, not a combination of flooring and backing. Flooring to be a blended (not top coated) product that includes Quartz for slip resistance and durability. All seams are to be heat welded to provide one (1) piece, waterproof covering. The cab floor shall have the OEM insulated floor covering.

d. **Door Opener**

The entry door shall be two-leaf, outward opening type, manually operated, and controlled from the driver's seat. The door opening shall be 35" minimum clear opening with entry assist handles. For emergency situations, a manual door release control shall be provided.

**8. Passenger Entry Ramp**

- a. The entry ramp shall be a Braun power ramp, or equal, rated at a minimum of an 800 pound capacity. The entry ramp will be designed to let wheelchair and ambulatory passengers enter the bus once the ramp is fully deployed. Steps are not allowed and all passengers shall enter by way of passenger door. Entry ramp shall be 62 inches minimum and provide a 1:5 angle when deployed to the ground. Where provided, vehicle shall be ADA Fixed Route Compliant per Americans with Disabilities Act. The ramp area shall be equipped with exterior overhead door light and LED Stepwell Lights to illuminate the entry floor/ramp platform meeting ADA specs. These lights shall activate when the ramp is deployed and turn off when the ramp is stowed
- b. Vehicle shall be equipped with an Intermotive brake interlock system or approved equal. The controls for the lift shall be interlocked with the vehicle emergency brakes and transmission to ensure the vehicle cannot be moved when the lift is not stowed and so the lift cannot be deployed unless the interlocks are engaged. Must have an LED status display with two (2) inch red "door ajar" light.
- c. The vendor shall furnish with each installed wheelchair assembly one (1) complete set of operating instructions, trouble-shooting guide, inspection and service guide, and detailed parts list. The vendor shall furnish with each installed wheelchair assembly a complete schematic wiring diagram covering all electrical equipment and electrical circuits installed by him, complete with wiring codes. The vendor shall furnish with each installed wheelchair lift a complete schematic diagram of all hydraulic circuits installed.

**9. Wheelchair Securement Stations**

Each wheelchair space shall be provided with a 4-point Retractable Wheelchair Securement and Occupant Restraint System. Retractor wheelchair securement system shall be a Q-Straint System, or equal, and shall include: four (4) Q8300-A-SC3 (slide & Click), or equal, four (4) Max Retractors Q8-6209-SC, or equal, one (1) Retractable Shoulder Belt Reel Q5-6415-RET-ASL, or equal, and one (1) lap seat belt w/ pin connector Q8-6325, or equal, per securement position. System must meet all ADA, State and Federal requirements.

Securement system shall include retractors, occupant restraint, two (2) web cutters model # 8705, or equal, and four (4) quick straps model #FE200750, or equal.

Two (2) wall mount securement stations shall be installed on the vehicle walls next to wheelchair securement position.

**Special Equipment Needed**

1. **Digital Security Camera System** – four (4) cameras
2. **Oxygen Holder**

**Optional Powertrain**

1. **LPG Fuel System**, if available

## Line 7 – 12-6B

These specifications describe the minimum requirements for a twelve (12) passenger, one (1) driver small cutaway vehicle with six (6) wheelchair spaces with interior wheelchair lift, six (6) two-passenger flip seats, and 75" headroom.

### Vehicle Detail Specifications

**1. Capacity**

Shall have a chassis manufacturer's GVWR no less than 14,500 lbs. and dual rear wheels.

**2. Engine Size**

Engine shall be a gasoline fueled V-8 or greater engine with a displacement no less than 6.8 L.

**3. Wheelbase, Length, and Interior Width**

The minimum wheelbase shall be 158". The minimum overall vehicle length shall be 269". The minimum interior width at seat height shall be 90".

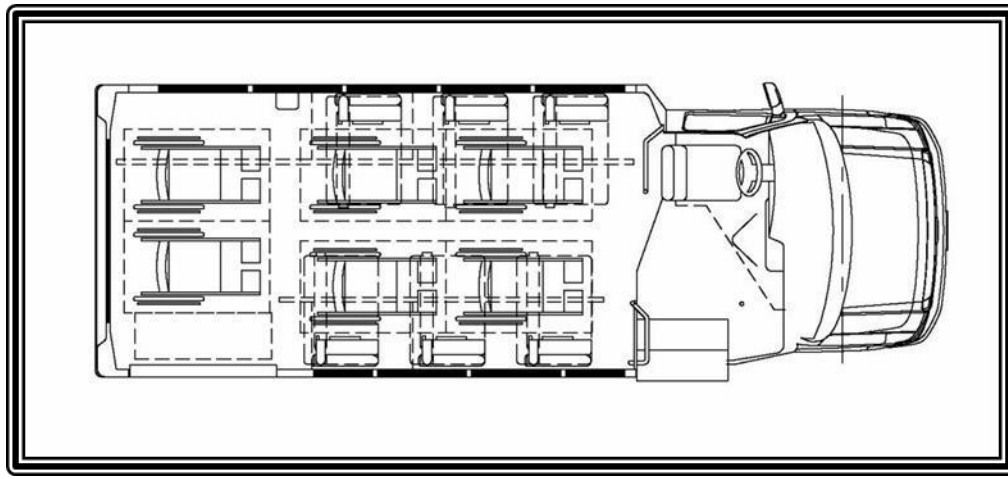
### Special Equipment Needed

1. **Digital Security Camera System** – four (4) cameras
2. **Fully Automatic Wheelchair Lift**
3. **Wheelchair restraints** – six (6) restraints and six (6) mesh storage containers
4. **Oxygen Holder**

### Optional Powertrain

1. **LPG Fuel System**, if available

### Vehicle Sketch



## Line 8 – 16-2B

These specifications describe the minimum requirements for a sixteen (16) passenger, one (1) driver small cutaway vehicle with two (2) wheelchair spaces with interior wheelchair lift and 75" headroom.

### Vehicle Detail Specifications

**1. Capacity**

Shall have a chassis manufacturer's GVWR no less than 14,500 lbs. and dual rear wheels.

**2. Engine Size**

Engine shall be a gasoline fueled V-8 or greater engine with a displacement no less than 6.8 L.

**3. Wheelbase, Length, and Interior Width**

The minimum wheelbase shall be 176". The minimum overall vehicle length shall be 290". The minimum interior width at seat height shall be 90".

**4. Seating**

Seat coverings must be compliant with Docket-90.

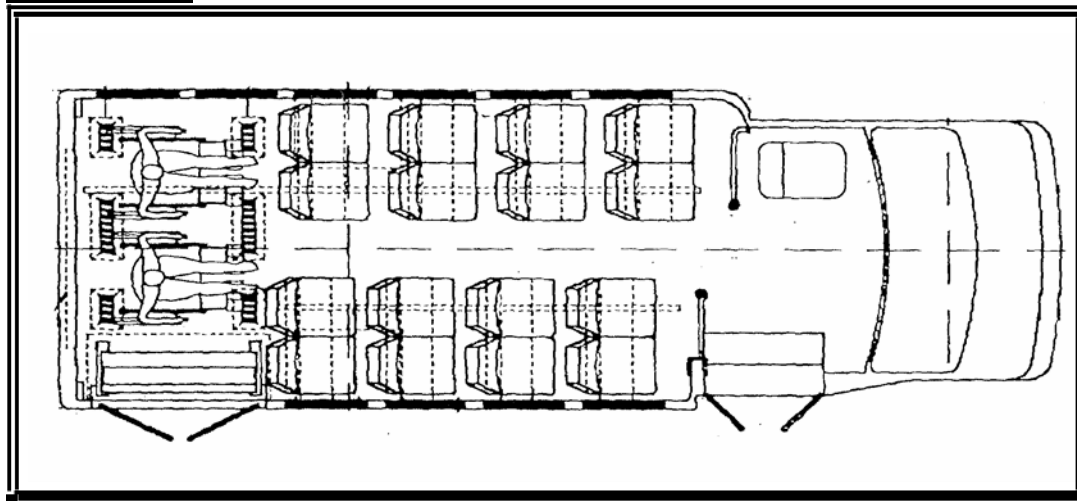
### Special Equipment Needed

1. **Digital Security Camera System** – four (4) cameras
2. **Fully Automatic Wheelchair Lift**
3. **Wheelchair restraints** – two (2) restraints and two (2) mesh storage containers
4. **Oxygen Holder**

### Optional Powertrain

1. **LPG Fuel System**, if available

### Vehicle Sketch



| Published Options      |                                        |                |
|------------------------|----------------------------------------|----------------|
| Line Number            | Option Description                     | Contract Price |
| 1, 2, 3, 4, 5, 6, 7, 8 | Delete Decals                          | -\$374.00      |
| 1                      | Delete Digital Camera System           | -\$1,886.00    |
| 2, 3, 4, 7, 8          | Delete Digital Camera System           | -\$3,175.00    |
| 5, 6                   | Delete Digital Camera System           | -\$2,250.00    |
| 1                      | Delete Oxygen Holder                   | -\$421.00      |
| 2, 3, 4, 7, 8          | Delete Oxygen Holder                   | -\$282.00      |
| 5, 6                   | Delete Oxygen Holder                   | -\$75.00       |
| 2, 3, 4, 7, 8          | Delete Fully Automatic Wheelchair Lift | -\$5,763.00    |
| 1, 2, 4, 5, 6, 8       | Delete Wheelchair Restraints           | -\$981.00      |
| 7                      | Delete Wheelchair Restraints           | -\$2,943.00    |
| 5, 6, 7, 8             | LPG Fuel System                        | \$23,147.00    |
| 2, 3, 4, 7, 8          | 2 Position Bike Rack                   | \$4,252.50     |
| 5, 6                   | 2 Position Bike Rack                   | \$4,939.00     |
| 2, 3, 4, 7, 8          | 3 Position Bike Rack                   | \$6,669.00     |
| 5, 6                   | 3 Position Bike Rack                   | \$5,995.00     |
| 2, 3, 4, 7, 8          | PA System                              | \$513.00       |
| 5, 6                   | PA System                              | \$660.00       |
| 2, 3, 4, 7, 8          | Stop Request Pull Cord System          | \$947.25       |
| 5, 6                   | Stop Request Pull Cord System          | \$1,529.00     |
| 2, 3, 4, 7, 8          | ADA Passenger Stop Request             | \$164.25       |
| 5, 6                   | ADA Passenger Stop Request             | \$330.00       |
| 2, 3, 4, 7, 8          | LED Destination Sign (Front)           | \$6,756.75     |

| Published Options |                                            |                |
|-------------------|--------------------------------------------|----------------|
| Line Number       | Option Description                         | Contract Price |
| 5, 6              | LED Destination Sign (Front)               | \$4,675.00     |
| 2, 3, 4, 7, 8     | LED Destination Sign (Front & Side)        | \$9,540.00     |
| 5, 6              | LED Destination Sign (Front & Side)        | \$7,909.00     |
| 1                 | Diamond NV Farebox                         | \$2,851.20     |
| 2, 3, 4, 7, 8     | Diamond NV Farebox                         | \$2,916.00     |
| 5, 6              | Diamond NV Farebox                         | \$2,255.00     |
| 5, 6              | GFI Farebox                                | \$37,169.00    |
| 2, 3, 4, 7, 8     | Energy Absorbing Bumper (Rear)             | \$1,388.25     |
| 5, 6              | Energy Absorbing Bumper (Rear)             | \$1,705.00     |
| 2, 3, 4, 8        | Energy Absorbing Bumper with Backup Assist | \$2,868.75     |
| 5, 6              | Energy Absorbing Bumper with Backup Assist | \$2,882.00     |
| 7                 | Energy Absorbing Bumper with Backup Assist | \$80.00        |
| 2, 3, 4, 7, 8     | Energy Absorbing Bumper (Front)            | \$2,155.50     |
| 2, 3, 4, 7, 8     | Overhead Luggage Rack                      | \$715.50       |
| 5, 6              | Overhead Luggage Rack                      | \$4,004.00     |
| 2, 3, 4, 7, 8     | Stainless Steel Wheel Inserts              | \$396.00       |
| 5, 6              | Stainless Steel Wheel Inserts              | \$605.00       |
| 2, 3, 4, 7, 8     | Powered Exterior Mirrors                   | \$1,050.75     |
| 5, 6              | Powered Exterior Mirrors                   | \$0.00         |
| 2, 3, 4, 7, 8     | Foldaway Double Seat                       | \$3,006.00     |
| 5, 6              | Foldaway Double Seat                       | \$1,980.00     |
| 2, 3, 4, 7, 8     | Upgraded Seat Fabric (Per Seat)            | \$117.00       |

| Published Options |                                       |                |
|-------------------|---------------------------------------|----------------|
| Line Number       | Option Description                    | Contract Price |
| 5, 6              | Upgraded Seat Fabric (Per Seat)       | \$132.00       |
| 2, 3, 4, 7, 8     | Highback Reclining Seats (Per Seat)   | \$1,473.75     |
| 5, 6              | Highback Reclining Seats (Per Seat)   | \$1,749.00     |
| 2, 3, 4, 7, 8     | Upgraded Driver Seat                  | \$3,888.90     |
| 5, 6              | Upgraded Driver Seat                  | \$2,959.00     |
| 1                 | Dual Hard Drive Camera System         | \$2,965.00     |
| 2, 3, 4, 7, 8     | Dual Hard Drive Camera System         | \$4,762.50     |
| 5, 6              | Dual Hard Drive Camera System         | \$4,950.00     |
| 2, 3, 4, 7, 8     | Painted Skirt                         | \$2,088.00     |
| 5, 6              | Painted Skirt                         | \$2,420.00     |
| 2, 3, 4, 7, 8     | Front Mud Flaps                       | \$60.75        |
| 5, 6              | Front Mud Flaps                       | \$0.00         |
| 2, 3, 4, 7, 8     | Electric Passenger Door               | \$688.50       |
| 5, 6              | Electric Passenger Door               | \$0.00         |
| 2, 3, 4, 7, 8     | Windows on Both Sides of Rear Door    | \$240.75       |
| 5, 6              | Windows on Both Sides of Rear Door    | \$220.00       |
| 1                 | Additional Wheelchair Securements     | \$1,321.25     |
| 2, 3, 4, 7, 8     | Additional Wheelchair Securements     | \$1,359.00     |
| 5, 6              | Additional Wheelchair Securements     | \$1,430.00     |
| 2, 3, 4, 7, 8     | Inner Dual Rear Wheel Valve Extension | \$94.50        |
| 5, 6              | Inner Dual Rear Wheel Valve Extension | \$88.00        |
| 2, 3, 4, 7, 8     | Upgraded Heater                       | \$589.50       |

| Published Options      |                                                                                                     |                |
|------------------------|-----------------------------------------------------------------------------------------------------|----------------|
| Line Number            | Option Description                                                                                  | Contract Price |
| 5, 6                   | Upgraded Heater                                                                                     | \$990.00       |
| 2, 3, 4, 7, 8          | Air Ride Suspension                                                                                 | \$9,744.75     |
| 5, 6                   | Air Ride Suspension                                                                                 | \$0.00         |
| 2, 3, 4, 7, 8          | TV/DVD System                                                                                       | \$2,925.00     |
| 5, 6                   | TV/DVD System                                                                                       | \$2,310.00     |
| 4, 7, 8                | LPG Fuel Tank Capacity Increase                                                                     | \$4,927.00     |
| 5, 6                   | Low Floor: Air Kneeling System                                                                      | \$39,369.00    |
| 5, 6                   | Liquid Spring Rear Suspension                                                                       | \$21,329.00    |
| 1                      | Textile Barrier on Vans                                                                             | \$390.00       |
| 2, 3, 4, 5, 6, 7, 8    | Driver's Barrier Kit                                                                                | \$2,595.00     |
| 2, 3, 4, 5, 6, 7, 8    | Add Sliding Door to Driver's Barrier Kit                                                            | \$400.00       |
| 1, 2, 3, 4, 5, 6, 7, 8 | Installation of Driver's Barrier Kit                                                                | \$500.00       |
| 2, 3, 4, 5, 6, 7, 8    | Rear Upper Barrier on Stanchion Poles Behind Driver                                                 | \$300.00       |
| 1, 2, 3, 4, 5, 6, 7, 8 | AeroClave 3110T Decontamination Unit                                                                | \$16,999.00    |
| 1, 2, 3, 4, 5, 6, 7, 8 | AeroClave Nozzle with Hose for AeroClave System                                                     | \$1,564.00     |
| 1, 2, 3, 4, 5, 6, 7, 8 | AeroClave Tripod for AeroClave System                                                               | \$260.00       |
| 1, 2, 3, 4, 5, 6, 7, 8 | AeroClave ADP-AS Dual Headed Hose                                                                   | \$1,600.00     |
| 1, 2, 3, 4, 5, 6, 7, 8 | ADP-EX Kit                                                                                          | \$990.00       |
| 1, 2, 3, 4, 5, 6, 7, 8 | Installation of ADP-EX Kit                                                                          | \$600.00       |
| 1, 2, 3, 4, 5, 6, 7, 8 | Data Logger for AeroClave                                                                           | \$1,600.00     |
| 1, 2, 3, 4, 5, 6, 7, 8 | AeroClave RDS 3110T Decontamination Kit (Includes RDS 3110T, APA, Tripod, Data Logger, shipping)    | \$19,057.00    |
| 1, 2, 3, 4, 5, 6, 7, 8 | AeroClave ADS 3110T on Board Decontamination System (Includes Compressor and Data Logger, shipping) | \$12,599.00    |

| Published Options      |                                                           |                |
|------------------------|-----------------------------------------------------------|----------------|
| Line Number            | Option Description                                        | Contract Price |
| 1, 2, 3, 4, 5, 6, 7, 8 | Installation of ADS System                                | \$800.00       |
| 1, 2, 3, 4, 5, 6, 7, 8 | Vital Oxide 55 Gallon Drum                                | \$1,685.00     |
| 1, 2, 3, 4, 5, 6, 7, 8 | Case of Vital Oxide Solution with Shipping (4 Gallons)    | \$250.00       |
| 2, 3, 4, 5, 6, 7, 8    | 7.0 KW Onan Gasoline Generator                            | \$14,389.00    |
| 2, 3, 4, 5, 6, 7, 8    | Generator Compartment with Slide Out Configuration        | \$21,182.00    |
| 2, 3, 4, 5, 6, 7, 8    | Specialty Generator and Shoreline Electrical Base Package | \$34,079.00    |
| 2, 3, 4, 5, 6, 7, 8    | 55' Smartboard or equivalent                              | \$6,049.00     |
| 2, 3, 4, 5, 6, 7, 8    | Roof Mount A/C with Heat Strip                            | \$4,380.00     |
| 2, 3, 4, 5, 6, 7, 8    | Countertop Workstations                                   | \$1,077.00     |
| 1                      | Full Two Tone Paint                                       | \$14,987.00    |
| 2, 3, 4, 5, 6, 7, 8    | Full Two Tone Paint                                       | \$22,450.00    |
| 1, 2, 3, 4, 5, 6, 7, 8 | Clever GHM System                                         | \$31,253.00    |
| 2, 3, 4, 5, 6, 7, 8    | Clever IVAN5 System                                       | \$69,072.00    |
| 1, 2, 3, 4, 5, 6, 7, 8 | SEON 6 Camera System                                      | \$14,398.00    |
| 1, 2, 3, 4, 5, 6, 7, 8 | Motorola Two Way Radio                                    | \$7,869.00     |

Louisiana Office:  
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Slidell, LA 70458  
Phone: 940-391-7113



Elkhart Coach ECII on Ford E450 Chassis  
Contract Number: 4400020163  
T-Number: 92122

Contract Period: 1/24/2024 to 12/23/2024

Line Number 8: 12-6B Elkhart Coach EC-II Floor Plan: ECCW 158-270 Part No.: 900-03-1070

12 Passenger or 6 Wheelchair Positions

Prepared for: State of Louisiana

|                                                                            |    |             |   |
|----------------------------------------------------------------------------|----|-------------|---|
| ECG4 22 159" WB 6.6L V-8 Gas Engine                                        | EK | 1003        | 1 |
| <b>SPECIAL INSTRUCTIONS OR NOTES</b>                                       |    |             |   |
| ATTACH WIRES TO FRAME W/ P-CLAMPS EVERY 12" WHERE POSSIBLE                 |    |             | 1 |
| <b>SPECIAL BUILD ORDER</b>                                                 |    |             |   |
| Front End Alignment With Camber and Caster Kit (send report with bus)      | ST | 99          | 1 |
| <b>AS BUILT PARTS MANUAL ON USB FLASH DRIVE</b>                            | ST | 99          | 1 |
| <b>ADDITIONAL KEY FOR BATTERY BOX LOCK</b>                                 | ST | 99          | 1 |
| <b>WARRANTY</b>                                                            |    |             |   |
| <b>36 MONTHS / 36,000 MILES LIMITED WARRANTY</b>                           | ST | 99          | 1 |
| <b>ELECTRICAL SYSTEM</b>                                                   |    |             |   |
| Intermotive Flex Tech Electrical System                                    | 05 | STD         | 1 |
| <b>SIDEWALL / REARWALL / CEILING</b>                                       |    |             |   |
| Sidewall: Grey FRP                                                         | 05 | STD         | 1 |
| Driver Area: Grey Padded Vinyl                                             | 05 | STD         | 1 |
| FRP on Ceiling, Grey                                                       | 05 | 2289        | 1 |
| FRP on Rearwall, Grey                                                      | 05 | 2040        | 1 |
| <b>AZDEL BACKER ILO LUAN INTERIOR</b>                                      | ST | 99          | 1 |
| <b>FLOORING - WHITE NOSING IS STANDARD</b>                                 |    |             |   |
| Gerflor Sirius NT #6727 Anthracite (Grey) I.L.O. Graphite                  | 05 | 2823        | 1 |
| Yellow Step Nosing - Per Step                                              | 05 | 8820        | 3 |
| 5/8" MarineTech Plywood Floor                                              | 05 | 2202        | 1 |
| Raised Floor 2 Step Entry W/Extra Step Up Behind Driver                    | 05 | 2863        | 1 |
| Fuel Tank Access Plate In Floor *N/A All Applications - Check Availability | 05 | 2667        | 1 |
| <b>ALTRO FLOORING - ONE-PIECE STEP TREAD AND RISER (COVERED STEPS)</b>     | ST | 99          | 3 |
| <b>CHASSIS</b>                                                             |    |             |   |
| Heavy Duty Anti-Slip Aluminum Running Board on Driver Side (Large)         | 05 | 2623        | 1 |
| Rear Tow Hooks                                                             | 05 | 2002        | 1 |
| Mor-Ryde RS Suspension (SUBJECT TO WEIGHT ANALYSIS APPROVAL)               | 05 | 99          | 1 |
| Exterior Mirror Set, Remote/Heated, Chevy                                  | 05 | 2446        | 1 |
| SMI Energy Absorbing Rear Bumper                                           | 05 | 2812        | 1 |
| Spare Tire and Wheel - Ford E-Series & Chevy Chassis                       | 05 | 8004        | 1 |
| Valve Stem Extender Inner Dual Rear Wheel, pair                            | 05 | 8606        | 1 |
| Intermotive "Park Crank Module" (PCOM 501-B) <b>FORD</b>                   | 05 | 2639        | 1 |
| <b>EXTRA TAILPIPE HANGER</b>                                               | ST | 99          | 1 |
| <b>ADD GUSSETS AND FULLY WELD FRONT HALO</b>                               | ST | 99          | 1 |
| <b>EXHAUST TO EXIT STRAIGHT OUT THE BACK CURB SIDE</b>                     |    | <b>NOTE</b> | 1 |
| <b>ENVIRONMENTAL CONTROL</b>                                               |    |             |   |
| <b>ACC CLIMATE CONTROL A/C SYSTEMS</b>                                     |    |             | 1 |
| <b>DUAL COMPRESSOR SYSTEMS</b>                                             |    |             | 1 |
| <b>R476021 87K - 23047 EVAP - 25060 2 FAN COND 13.4 C.I.D COMP</b>         |    |             | 1 |
| R476021 13.4 C.I.D GM 6.6 LITRE GAS                                        | 05 | 104322      | 1 |
| <b>HEATERS</b>                                                             |    |             | 1 |
| "Tower" Hot Water Heater, 60K BTU                                          | 05 | 8607        | 1 |
| <b>MISCELLANEOUS</b>                                                       |    |             | 1 |
| <b>Access Door in Skirt for Heater Shut Off Valve</b>                      | ST | 99          | 1 |
| <b>ELECTRICAL</b>                                                          |    |             |   |
| Battery Box and Tray                                                       | 05 | 2029        | 1 |
| Rotary Disconnect Switch                                                   | 05 | 8790        | 1 |
| Laminated Wiring Schematic ***AS BUILT*** ON ELECTRICAL PANEL DOOR         | 05 | 22101       | 1 |
| <b>Wiring Diagram "AS BUILT" ON USB Flash Drive</b>                        |    | <b>STD</b>  | 1 |
| <b>BATTERY - ISOLATOR FOR LIFT, REAR A/C, AND</b>                          | ST | 99          | 1 |
| <b>SEON 6 Camera System (DVR IN OVERHEAD STORAGE COMPARTMENT)</b>          | ST | 99          | 1 |
| <b>NH16V2H2T0-2HDDDS NH NVR Hybrid V2 Recording System without</b>         |    |             |   |
| <b>External Switch. Includes recorder supporting up to 16</b>              | ST | 99          | 1 |

|                                                                                                                                                             |    |       |    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-------|----|
| VBH-8D-2SA-M-PKG 8CH Breakout Harness with 2x3 Video Connectors, includes 2 Signals and 1 Alarm, DVR package option only                                    | ST | 99    | 1  |
| Recording, Video Loss, and Error. Includes 20 ft. signals harness (WT2) and RGY-Button with 20 ft. harness (HEDM20). Compatible with TH8, DH-Series, and    | ST | 99    | 1  |
| SDCARD256 256GB SD Card for use with compatible recorders                                                                                                   | ST | 99    | 1  |
| HD2D0202AI Dual Lens Cam, 1080p, 2.1mm lens forward/inward, mic                                                                                             | ST | 99    | 1  |
| HEHD10 ASSY, CBL, HD, 2X3Micro-Fit M-M, 10ft                                                                                                                | ST | 99    | 4  |
| C12F2PD02A50 360° Fisheye IP Camera, 9MP, 2.1 mm lens size, PoE, white, interior, audio, 50 ft. harness - to use with TH8, DH6, DH8 and NH Series Recorders | ST | 99    | 1  |
| HD3W03E120 HD Camera, Wedge, 2.8mm, external, IR TDN, 20' harness, to use with TH6 and TH8 DVRs                                                             | ST | 99    | 1  |
| HD3W03E175 HD Camera, Wedge, 2.8mm, external, IR TDN, 75' harness, to use with TH6 and TH8 DVRs                                                             | ST | 99    | 1  |
| RVC401E75 RVC401 Rear Vision Exterior Standard Definition Analog Camera. Includes 75 ft 4-Pin GX12 to 2x3 Micro-Fit Camera Harness.                         | ST | 99    | 1  |
| G-SENSOR-EXT G-Sensor, module and cable kit for compatible DVR                                                                                              | ST | 99    | 1  |
| PRE-WIRE, BATTERY HOT, IGNITION HOT, GROUND TERMINATE RIGHT SIDE OF DOG HOUSE (36" WIRE LOOP)                                                               | ST | 99    | 1  |
| FLEXTECH PROGRAMMING, ENTRY DOOR TO NOT OPEN UNLESS VEHICLE IS ON PARK                                                                                      | ST | 99    | 1  |
| <b>EXTERIOR LIGHTS</b>                                                                                                                                      |    |       |    |
| Surface Mount LED Entry Door Exterior Light - STD Choose Optional Below or Special builds                                                                   | 05 | STD   | 1  |
| LED 7" x 4" Rear Panel <b>RED BRAKES, ENRTY &amp; LIFT DOORS</b>                                                                                            | ST | 99    | 1  |
| LED Rear Center Mount Brake Light, Rectangular                                                                                                              | 05 | 20136 | 1  |
| <b>INTERIOR LIGHTS</b>                                                                                                                                      |    |       |    |
| Additional Interior LED Dome Lamp - Each                                                                                                                    | 05 | 8041  | 2  |
| Door Activated Interior Lights                                                                                                                              | 05 | 8810  | 1  |
| 6 TOTAL DOME LIGHTS (3 PER SIDE)                                                                                                                            |    | NOTE  | 1  |
| <b>AUDIO / VISUAL</b>                                                                                                                                       |    |       |    |
| CHEVY OEM RADIO ORDERED ON CHASSIS                                                                                                                          |    | NOTE  | 1  |
| 4 Speakers with Wire to Chassis OEM Radio (if supplied)                                                                                                     | 05 | 8822  | 1  |
| Ground Plane for 2-Way Radio, Pull Cord, Conduit Terminates B Pillar Floor                                                                                  | 05 | 20160 | 1  |
| <b>DOORS / HATCH / WINDOWS</b>                                                                                                                              |    |       |    |
| Passenger Door Electric (standard)                                                                                                                          | 05 | 20163 | 1  |
| Passenger Door 36" ROUGH OPENING (STANDARD)                                                                                                                 | 05 | 2063  | 1  |
| Rear Door, (1) Window - Standard Left Hand Hinge                                                                                                            | 05 | 8016  | 1  |
| Additional Window for Rear Door                                                                                                                             | 05 | 8682  | 1  |
| Extra Key for Rear Door                                                                                                                                     | 05 | 20177 | 1  |
| Extra Key for Wheelchair Door                                                                                                                               | 05 | 20177 | 1  |
| REAR DOOR TO BE NON-LOCKING                                                                                                                                 |    | NOTE  | 1  |
| <b>LUGGAGE RACK / STORAGE</b>                                                                                                                               |    |       |    |
| Driver Storage in Cab Overhead                                                                                                                              | 05 | 20191 | 1  |
| <b>PARATRANSIT OPTIONS</b>                                                                                                                                  |    |       |    |
| 2" Wider Double W/ C Doors w/ Windows, LED Interior                                                                                                         | 05 | 20207 | 1  |
| 2" Wider Double W/C Doors Required for Lifts Wider                                                                                                          |    | NOTE  | 1  |
| IS THE LIFT IN THE FRONT OR REAR <b>REAR</b>                                                                                                                |    |       | 1  |
| INSTALL T-Latch W.C. Door Hold Open Each - Note: Deletes Gas Shocks                                                                                         | 05 | 20211 | 2  |
| <b>BRAUN LIFTS</b>                                                                                                                                          |    |       |    |
| Seat Belt on Braun Lift - Installed                                                                                                                         | 05 | 8801  | 1  |
| BRAUN - CENTURY NCL10003754-2 LIFT, FMVSS403                                                                                                                | ST | 99    | 1  |
| LIFT FAST IDLE WITH 403 INTERLOCK                                                                                                                           |    |       | 1  |
| INTERMOTIVE Gateway 605-F Fast Idle with Lift Interlock GM Gas                                                                                              | 05 | 2531  | 1  |
| <b>SureLok W.C. Securement Kits, Accessories</b>                                                                                                            |    |       |    |
| FE200750-16 16" Quick Strap (each)                                                                                                                          | 05 | 20239 | 8  |
| Sure-Lok Belt Cutter (ship loose)                                                                                                                           | 05 | 8177  | 2  |
| Sure-Lok Belt Storage Pouch                                                                                                                                 | 05 | 8099  | 6  |
| Sure-Lok AL727S-4C TITAN RETR KIT, SER L, W/ORS,                                                                                                            | ST | 99    | 6  |
| SURE-LOK - SINGLE OXYGEN TANK THAT FITS INTO                                                                                                                | ST | 99    | 1  |
| <b>Miscellaneous Accessories</b>                                                                                                                            |    |       |    |
| L Track for Wheelchair Tiedown (per foot)                                                                                                                   | 05 | 20254 | 72 |
| Priority Seating Sign **Required for ADA Compliance**                                                                                                       | 05 | 8104  | 1  |
| Wheelchair Decal (International Symbol of Accessibility) Each                                                                                               | 05 | 8105  | 1  |
| <b>SAFETY OPTIONS</b>                                                                                                                                       |    |       |    |
| 5 Lb Fire Extinguisher                                                                                                                                      | 05 | 8089  | 1  |
| 16 Unit First Aid Kit                                                                                                                                       | 05 | 8090  | 1  |
| Emergency Triangle Kit                                                                                                                                      | 05 | 8091  | 1  |
| Back-Up Alarm SAE Type C 97 db(A)                                                                                                                           | 05 | 20267 | 1  |
| Rosco Backup Warning System BSSK-1000 Surface Mount                                                                                                         | 05 | 20269 | 1  |
| STANDARD ROSCO STSK4750 BACK-UP CAMERA                                                                                                                      | 05 | STD   | 1  |
| 2 Additional Cameras (Show Each Side) tied into Back                                                                                                        | ST | 99    | 1  |
| Interior Convex Mirror 6"x9"                                                                                                                                | 05 | 20276 | 1  |
| Interior Flat Mirror, 6" x 16" (N/A ON DUAL DOOR CHASSIS)                                                                                                   | 05 | 20277 | 1  |
| Wide Angle Lens 11"x14", Fresnel                                                                                                                            | 05 | 20278 | 1  |
| Red Light Over Emergency Exit Ea. ON: <b>SIDE EGRESS WINDOWS &amp; REAR DOOR</b>                                                                            | 05 | 8155  | 3  |

|                                                                                  |    |             |    |
|----------------------------------------------------------------------------------|----|-------------|----|
| DECAL - "HEATER SHUT OFF VALVES" TO BE INSTALLED ON ACCESS DOOR.                 | ST | 99          | 1  |
| DECAL - "CAUTION! Vehicle makes sudden and                                       | ST | 99          | 1  |
| DECAL - "CAUTION! Vehicle stops for all Railroad                                 | ST | 99          | 1  |
| DECAL: "REQUIRES A SPOTTER" ON REARVIEW MIRROR VERY SMALL                        | ST | 99          | 1  |
| <b>GRAB RAIL / STANCHION / PANELS</b>                                            |    |             |    |
| Ceiling Grab Rail - Install on <b>Both Sides</b>                                 | 05 | 99          | 1  |
| Left Hand Entry Vertical Grab Rail - 1 1/4"                                      |    | <b>STD</b>  | 1  |
| 1 1/4" Dual Entry Grab Rails Parallel to Entrance Steps (both sides)             | 05 | 8130        | 1  |
| Stanchion and Modesty Panel at Entry Door                                        |    | <b>STD</b>  | 1  |
| Stanchion and Modesty Panel Behind Driver                                        | 05 | 20301       | 1  |
| Padding on Stanchion - Gray - Per 40" Max Length Each (note location(s) below)   | 05 | 20304       | 2  |
| <b>AT EACH VERTICLE STANCHION (DRIVER &amp; ENTRY)</b>                           |    | <b>NOTE</b> | 1  |
| Add Tinted Plexiglass Up <b>LOCATION: DRIVER</b>                                 | 05 | 8146        | 1  |
| <b>SEATING - DRIVER</b>                                                          |    |             |    |
| SHIELD FC Recliner(GM&Ford), RH Arm, 4 Position Lumbar, Mesh Pocket              | 05 | 2064        | 1  |
| <b>FREEDMAN SHIELD DRIVER SEAT FABRICS</b>                                       |    |             |    |
| Driver Seat Cover - Level 3 Regions or any Level 3 Combo                         | 05 | 2042        | 1  |
| <b>SEATING - PASSENGER</b>                                                       |    |             |    |
| <b>FOLDAWAY SEATS</b>                                                            |    |             |    |
| Foldaway Seat, Double AM Benchback                                               | 05 | 8084        | 6  |
| <b>PASSENGER SEAT FABRICS</b>                                                    |    |             |    |
| Seat Cover - Level 3 Regions or any Level 3 Combination (Sherpa/Shire N/A)       | 05 | 2073        | 12 |
| <b>SEAT OPTIONS</b>                                                              |    |             |    |
| Black US Armrest - Each - <b>aisle side</b>                                      | 05 | 2077        | 6  |
| TDSS-L Track on Foldaways Ea. Note Location in Special Instructions & Floor Plan | 05 | 2680        | 6  |
| <b>SEAT BELTS</b>                                                                |    |             |    |
| Seat Belt, Non-Retractable ****STANDARD ITEM - ENTER QUANTITY                    | 05 | 2086        | 14 |

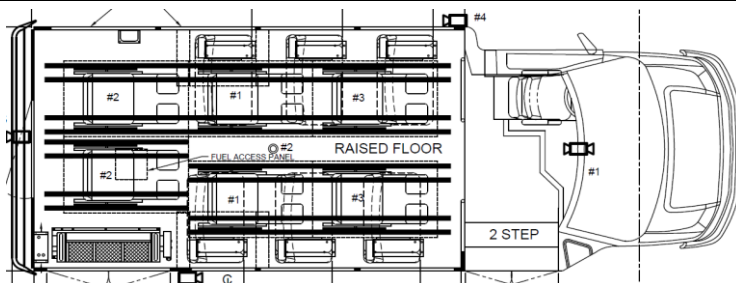
|                             |                     |
|-----------------------------|---------------------|
| <b>Contracted Bid Price</b> | <b>\$156,250.00</b> |
|-----------------------------|---------------------|

|                                                                    |                     |
|--------------------------------------------------------------------|---------------------|
| <b>Published Options</b>                                           |                     |
| Two Way Radio from BearComm New Orleans                            | <b>\$7,869.00</b>   |
| Seon Camera System to Specs on Buildsheet with 360 Camera Interior | <b>\$14,398.00</b>  |
| 36 Month/ 36,000 Miles Warranty                                    | <b>N/C</b>          |
| Mor/Ryde RS Rear Suspension                                        | <b>N/C</b>          |
| Three Step Foldaway Doubles                                        | <b>N/C</b>          |
| Clever Greyhawk Installed at Cupholder Area                        | <b>\$31,253.00</b>  |
| Rear Upper Barrier on Stanchion Poles Behind Driver's Head         | <b>\$300.00</b>     |
| Level 3 Seat Silversurf Seat Covers                                | <b>N/C</b>          |
| 7" Red Flashing Light on with Brake, Lift or Entry Door Open       | <b>N/C</b>          |
| Energy Absorbing Bumper (Rear)                                     | <b>\$1,388.25</b>   |
| Powered Exterior Mirrors                                           | <b>\$1,050.75</b>   |
| Coved Entry Step Flooring                                          | <b>N/C</b>          |
| Raised Floor Above Wheelwells                                      | <b>N/C</b>          |
| Gerflor Anthracite Grey                                            | <b>N/C</b>          |
| Camber/ Caster Alignment on Front End                              | <b>N/C</b>          |
| <b>Total of Contract Price and Published Options</b>               | <b>\$212,509.00</b> |

|                                                                                     |                     |
|-------------------------------------------------------------------------------------|---------------------|
| <b>Unpublished Options</b>                                                          |                     |
| NORTA Full Custom Paint and Graphics                                                | <b>\$14,350.00</b>  |
| First Aid Kit in Metal Container                                                    | <b>\$200.00</b>     |
| Discount on Multiples Ordered                                                       | <b>-\$24,000.00</b> |
| Additional L-Track in Floor for Railroad Style Front to Back                        | <b>\$2,520.00</b>   |
| L-Track Mount for Each Shoulder Portion of the Wheelchair Occupant Securmnet System | <b>\$900.00</b>     |
| Ground Plane for Two Way Radio Antenna Access                                       | <b>\$140.00</b>     |
| Extra Tailpipe Hangers                                                              | <b>\$140.00</b>     |
| Rear Tow Hooks                                                                      | <b>\$140.00</b>     |
| As Bult Parts on USB Drive                                                          | <b>\$140.00</b>     |
| 2024MY Chevy 4500 Chassis Price                                                     | <b>\$5,890.00</b>   |
| <b>Total Unpublished Options</b>                                                    | <b>\$420.00</b>     |
| <b>Unpublished Option Percentage</b>                                                | <b>0.20%</b>        |

|                 |                     |
|-----------------|---------------------|
| <b>Subtotal</b> | <b>\$212,929.00</b> |
|-----------------|---------------------|

|                                     |                       |
|-------------------------------------|-----------------------|
| <b>Waste Tire Fee</b>               | <b>\$15.75</b>        |
| <b>Louisiana DOA Admin Fee .35%</b> | <b>\$745.25</b>       |
| <b>Total Purchase Price</b>         | <b>\$213,690.00</b>   |
| <b>12 Units</b>                     | <b>\$2,564,280.00</b> |





RESOLUTION NO. 24-028

STATE OF LOUISIANA

PARISH OF ORLEANS

---

**AUTHORIZATION TO AWARD A CONTRACT TO CREATIVE BUS SALES FOR THE  
PURCHASE OF TWLEVE PARATRANSIT BUSES**

---

Introduced by Commissioner Daniels, seconded  
by Commissioner Neals.

**WHEREAS**, the agency needs to replace twelve (12) paratransit vehicles; and

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

**WHEREAS**, staff has evaluated and determined that purchasing the twelve (12) vehicles from Creative Bus Sales through the Louisiana State Contract number 4400020163 is the most cost-effective way to replace the vehicles; and

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

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

**WHEREAS**, it is the opinion of the RTA Board of Commissioners that the purchase of the twelve (12) vehicles is critical to maintaining the function, reliability, and support of the paratransit service on behalf of the Regional Transit Authority; and



RESOLUTION NO. 24-028

Page 2

**WHEREAS**, funding for the purchase of paratransit cutaway buses is made available through grant LA2024-001 for ONE MILLION EIGHT HUNDRED FORTY THOUSAND THREE HUNDRED TWENTY DOLLARS (\$1,840,320), total local funding through account 01-0000-00-1513-000-00 in the amount of SEVEN HUNDRED TWENTY-THREE THOUSAND NINE HUNDRED SIXTY DOLLARS (\$723,960), for a total project amount of TWO MILLION FIVE HUNDRED SIXTY-FOUR THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$2,564,280).

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the RTA that the Chairman of the Board, or his designee, is authorized to execute a contract with Creative Bus Sales per Louisiana State Contract 4400020163.

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

|                 |          |
|-----------------|----------|
| <b>YEAS:</b>    | <u>8</u> |
| <b>NAYS:</b>    | <u>0</u> |
| <b>ABSTAIN:</b> | <u>0</u> |
| <b>ABSENT:</b>  | <u>0</u> |

**AND THE RESOLUTION WAS ADOPTED ON THE 25th DAY OF JUNE.**

A handwritten signature in black ink that reads "Mark Raymond Jr." with a stylized flourish at the end.

---

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



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

504.827.8300

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



## Board Report and Staff Summary

File #: 24-024

Board of Commissioners

### Universal Accessibility Study

|                                                                                                                                                                               |                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| DESCRIPTION: To award the contract to WSP for the Universal Accessibility Study                                                                                               | AGENDA NO: Click or tap here to enter text. |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other |                                             |

### RECOMMENDATION:

Authorize the Chief Executive Officer to execute a contract with WSP to complete a Universal Accessibility Study for the RTA for an amount not to exceed \$260,000.

### ISSUE/BACKGROUND:

The RTA's Strategic Mobility Plan (SMP) includes action BE3: "Complete a comprehensive accessibility study to ensure that all agency activities and RTA service (bus, streetcar, ferry, stops, facilities, technology, information, communication, wheelchair safety) to reflect best practice for access and ADA".

RFP 2023-024 for a Universal Accessibility Study was issued in November 2023 to complete this action so that the agency may understand how to update RTA's services and infrastructure to reflect best practices in accessibility. WSP submitted the successful proposal, which was selected by the evaluation committee to complete this study.

### DISCUSSION:

WSP will complete the study under the direction of the Planning & Scheduling Department and will accomplish the following deliverables:

#### **Task 1 Deliverables**

- Community Outreach and Data Collection Plan detailing the proposed activities and needs for review by NORTA for finalization
- Technical Memo on best practices for universal accessibility in transit
- Database of all relevant RTA data collected to develop an accessibility framework for the RTA in editable and easy to manipulate format (e.g. MS Excel)

#### **Task 2 Deliverables**

- Set meeting times, manage meeting logistics and provide agendas for Advisory

## Committee meetings

- Prepare presentation materials for Advisory Committee meetings
- Incorporate feedback from the Advisory Committee into the study
- Develop a Committee Charter defining participants, role, format and framework for continue to advise NORTA as it works to implement recommendations in Task 6

**Task 3 Deliverables**

- Universal Accessibility Framework document that describes the RTA's framework for universal accessibility to guide decision-making in a format that is concise and easy to use. This framework should include the prioritization mechanism to help the RTA prioritize actions related to accessibility improvements

**Task 4 Deliverables**

- Baseline Conditions Assessment report, detailing the existing accessibility landscape at the RTA including the elements listed above.

**Task 5 Deliverables**

- Gap Analysis Technical Memo, describing the accessibility gaps identified.
- Updated Universal Accessibility Framework, as needed

**Task 6 Deliverables**

- Recommendations report, describing recommended actions, estimated resources needed for the actions, and suggested timeline for completing the recommendation.

The above tasks and deliverables are estimated to be completed in 12 months from notice-to-proceed (NTP).

**FINANCIAL IMPACT:**

This study will be funded through RTA local funds. The budget code is 01-2800-02-7070-173-00-00-00000-000000-00.

**NEXT STEPS:**

Procurement to issue the contract to WSP and Planning to kick off the project.

**ATTACHMENTS:**

1. Resolution
2. WSP Proposal
3. RFP 2023-024 Universal Study
4. Universal Accessibility RFP Scope

- 5. Solicitation Request Routing Sheet
- 6. Procurement Summary
- 7. Administrative Review Form

Prepared By: Joanna Farley, jfarley@rtaforward.org  
Title: Senior Transportation Planner

Reviewed By: Dwight Norton, dnorton@rtaforward.org  
Title: Chief of Infrastructure, Planning, and Information Technology

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



Lona Edwards Hankins  
Chief Executive Officer

6/3/2024

Date



# New Orleans Regional Transit Authority (RTA) Request for Proposal #2023-024

## **Universal Accessibility Study**

Submitted to: NORTA

Submitted by: WSP USA, Inc.



## Letter of Interest

Ms. Lona Hankins  
Chief Executive Officer  
New Orleans Regional Transit Authority

### RE: Request for Proposal #2023-024, Universal Accessibility Study

January 17, 2024

Dear Ms. Hankins,

WSP USA Inc. (WSP) and our esteemed team are delighted to submit our response to the New Orleans Regional Transit Authority for a Universal Accessibility Study. WSP is eager to collaborate once again with the RTA, and our proposal reflects our extensive experience in working with various transit agencies and communities across Louisiana and throughout the country. Our achievements include:

- Conducting transit service, fleet, and facility assessments;
- Developing transit plans for communities small to large based on realistic transit propensity;
- Working with transit agencies to help them become more efficient and effective;
- Securing funding for capital projects, operations, and technology upgrades; and,
- Enhancing stakeholder and community engagement to ensure transit service is viewed as a valuable community asset.

WSP offers the following advantages to the RTA in completing this Universal Access Study, including:

**Diverse and Local Experience:** WSP's Senior Transportation Planner Nathan Lipson, AICP will serve as project manager. Nathan has extensive experience with the RTA on various planning assignments, and is currently working on route restoration and Areas of Persistent Poverty (AoPP) analyses for Baton Rouge Capital Area Transit System (CATS). Supporting Nathan locally is WSP's Senior Managing Director of Gulf States Max Nassar. Max also has extensive experience working with the RTA, most recently in 2020 as Project Principal for the Downtown Transit Center Alternatives Analysis. Finally, Brian Hundt, PE, also in the WSP New Orleans office, has extensive experience in accessibility design. Brian is currently working on an ADA Accessible Bus Stop Design Services contract for Baton Rouge CATS as well as the Amtrak ADA Improvements Program (Slidell, LA).

**Unmatched Expertise:** WSP's local team will be supported by a team of experts selected specifically for their subject matter expertise. Serving as Deputy Project Manager, Greg Chilik brings over two decades of transit planning and project management for both the public and private sectors for clients such as the Metropolitan Atlanta Rapid Transit Authority (MARTA) and Memphis Area Transit Authority (MATA). Former FTA executive Sheila Clements (Senior Vice President, Transit & Rail) will advise on the project, bringing over 30 years of experience to the team. Sheila is leading three ongoing projects for Baton Rouge CATS.

**Personalized, Effective, and Meaningful Community Engagement:** WSP has a team dedicated to Communications and Public Involvement (CPI) who specialize in in-person and virtual engagement strategies, qualitative data collection and analysis, visualizations and website design, language translation, and more. We offer experienced local staff supported with the skills of a national group of almost 100 public engagement professionals to weave together proven best practices with the latest innovative tools to engage diverse audiences, contributing to overall project success.

**Understanding of Transit Operations, Transit Users, and Transit-Supportive Growth:** WSP has one of the largest transit planning and engineering staffs in the nation, helping communities both large and small in meeting the financial, technical, and contextual challenges of providing a multi-modal transportation network that meets the economic, social, and environmental needs of the communities we serve. Our experience spans the entire transit life cycle providing a full range of transit planning services including grant assistance, planning and policy, analyzing transit demand, service operations, financial strategies, and program management. Not only does WSP help communities with mobility solutions, but we have effectively provided guidance on policy development that will lead to accessible transit-supportive growth.

In addition to our experienced WSP staff, our proposal also includes registered DBE firms The Villavaso Group and The Hawthorne Agency. Both firms have extensive transit experience and have been selected and programmed based on their experience and qualifications in transit planning and public outreach.

We at WSP take pride in working with local communities to develop solutions that help improve quality of life. We also aim to provide you with high-quality deliverables to advance projects on time so you can uphold promises to the community. Should you have any questions or require additional information, please contact me at Max.Nassar@wsp.com or (225) 218-3584 at any time.

WSP USA Inc. acknowledges receipt of the following addenda:

- Addendum **No. 1**, dated **11/28/23**.
- Addendum **No. 2**, dated **1/3/24**.
- Addendum **No. 3**, dated **1/4/24**.

Respectfully,



Max Nassar  
Senior Vice President  
WSP USA Inc.

## Project Approach

New Orleans faces distinctive challenges in ensuring comprehensive transit access, including diverse transit modes, historic preservation concerns, socioeconomic disparities, and unpredictable weather conditions. Despite these acute challenges, the RTA is committed to fostering accessible transit. Our seasoned team understands the multifaceted issues confronting both the RTA and the City of New Orleans, enabling us to implement a robust plan for optimizing transit accessibility from our own experience.

In the context of this study, we define universal transit accessibility as the ability for all individuals to effortlessly and safely locate, board, and ride public transit, ensuring an efficient route for their transportation needs. Throughout this study, terms such as "people with disabilities" will be used to encompass those with physical disabilities, intellectual and developmental disabilities (IDDs), or other cognitive disabilities that necessitate consideration in design and policy choices related to accessibility.

While U.S. DOT regulations (49 CFR Part 37 and 49 CFR Part 38) provide essential baseline design guidelines, our Universal Accessibility Study adopts a more holistic approach. In addition to addressing physical guidelines, our methodology extends to provide programmatic and policy recommendations, fostering an inclusive culture in all the agency's actions.

The following section delineates our comprehensive approach to achieving universal transit accessibility.

### Task 1 – Research & Data Collection (Lead Firm: )



In the initial phase of Task 1, our team will meticulously review industry best practices that specifically relate to the RTA's services. Notable resources for this review include the "Transit Universal Design Guidelines" by the American Public Transportation Association (APTA) (2020), the "ADA Toolkit" from the National Rural Transit Assistance Program (RTAP) (2021), the "Toolkit for the Assessment of Bus Stop Accessibility and Safety" by the National Aging and Disability Transportation Center (2014), and the "National Public Transportation Safety Plan" by the Federal Transit Administration (FTA) (2017). Concurrently, we will delve into accessibility plans at peer agencies, extracting valuable insights that will inform subsequent survey development.

As part of this research phase, the consultant will actively engage with the community by leading evaluation tours with both riders and non-riders representing a range of disabilities. This hands-on approach ensures a direct understanding of the challenges faced by different individuals within the community.

Moving forward, our survey phase will involve garnering input from the public regarding existing accessibility gaps and potential solutions. We will employ a combination of in-person meetings, website responses, and various outreach mechanisms to ensure diverse and detailed insights. The specifics of our public outreach plan, delineating channels such as virtual meetings and social media engagement, will be detailed in the Community Outreach and Data Collection Plan. Survey responses and public meeting

feedback will be meticulously collected and organized in an Excel database format. This organized dataset will serve as a foundational resource for our subsequent analyses.

Insights gained from the research phase, including peer agency reviews and firsthand experiences from evaluation tours, will directly inform the development of survey questions, ensuring a nuanced understanding of industry best practices and localized challenges. Results from surveys and public meetings, along with the outcomes of the evaluation tours, will be summarized in a Technical Memo, complementing the best practices established in the research phase.



## Task 2 – Coordinate the Accessibility Advisory Committee (Lead Firm: )

The Accessibility Advisory Committee (AAC) is a diverse coalition comprising community representatives, decision-makers, advocates, and subject matter experts. Collectively, these stakeholders will play crucial roles in guiding the study, recognizing that transit accessibility extends beyond the physical and jurisdictional boundaries of the RTA.

Our team acknowledges the significance of intergovernmental coordination, particularly with entities like the City of New Orleans, Jefferson Parish, and LADOTD, given their influence on the streetscape design. To facilitate this coordination, our team will actively engage with relevant stakeholders, ensuring their input and guidance are integral to the study. The roles of community representatives, decision-makers, advocates, and subject matter experts will be explicitly defined, highlighting how each group contributes to the advisory committee's objectives.

Upon approval of committee members by the RTA, our team will collaborate with participants to establish a comprehensive schedule with clear milestones. This schedule will align seamlessly with other project deliverables, ensuring a coordinated and efficient workflow. Regular meetings will be scheduled with the AAC, providing a structured platform for ongoing discussions. Our commitment is to incorporate feedback from committee members into the evolving work, fostering a collaborative and iterative process.

## Task 3 – Accessibility Framework Development (Lead Firm: )

Task 3 serves as a pivotal phase, synthesizing insights gained from the initial tasks to establish a robust Accessibility Framework for the RTA. Building upon the guidance provided by the industry best practices identified in Task 1 and the comprehensive assessment of existing conditions in Task 2, this framework will strategically outline actionable steps for enhancing transit accessibility.

The Accessibility Framework will not only encapsulate the best practices reviewed but also consider the unique context and challenges identified during the tasks. By aligning with these guiding principles, the framework will serve as a comprehensive roadmap, directing the RTA towards achieving universal accessibility standards.

A crucial element of this framework lies in the development of a sophisticated methodology for prioritizing actions. Given the constraints of limited resources and funding, categorizing actions becomes imperative. The methodology will encompass a range of criteria, including but not limited to:



**Cost:** Assessing the financial implications of each action item to ensure a realistic and sustainable approach.



**Level of Impact:** Evaluating the potential impact of each action on improving transit accessibility, with a focus on measurable outcomes.



**Timeline:** Establishing a realistic timeline for the implementation of each action, considering both short-term and long-term objectives.



**Political/Jurisdictional Complexity:** Recognizing the potential challenges associated with political and jurisdictional factors, and devising strategies to navigate these complexities.

By integrating these criteria into the framework, our approach ensures a nuanced understanding of the practical considerations involved in implementing accessibility improvements. The framework will not only guide decision-making but also provide a structured mechanism for the RTA to allocate resources effectively, maximizing the impact of each action.

Our commitment is to develop an Accessibility Framework that is not only comprehensive and forward-looking but also adaptable to the dynamic nature of transit services. Through this task, we aim to empower the RTA with a strategic plan that not only addresses current challenges but also positions the organization for sustained success in fostering universal transit accessibility.

## Task 4 – Baseline Conditions Assessment (Lead Firm: )

Building on the foundation laid in the preceding tasks, Task 4 focuses on conducting a comprehensive Baseline Conditions Assessment to intricately describe the current accessibility conditions within the RTA's network. Leveraging the best practices established in Task 1 and incorporating insights from the public, as well as expertise from the AAC in Task 2, this assessment aims to provide a detailed examination of various elements within the RTA's system.

Extending well beyond the physical vehicles and stop infrastructure, this assessment will encompass the following key areas:

- **User Experience of Transit Services:** Evaluation of the user experience across fixed route bus, fixed route rail, ferry, and paratransit services. This includes an in-depth analysis of the accessibility features and overall satisfaction of transit users.
- **Transit Rider Communication Services:** Assessment of communication services such as the website, mobile app, Customer Service "Rideline," and paratransit scheduling. This will scrutinize the effectiveness and accessibility of these communication channels.
- **System Wayfinding:** Examination of the system's wayfinding mechanisms to ensure clarity and ease of navigation for all users, considering various modes of transit.
- **Infrastructure:** Evaluation of transit facilities for buses, streetcars, and ferries. While transit stops in the right-of-way are addressed separately, this assessment will coordinate with any ongoing transit stop accessibility activities.

- **Vehicle Access and Amenities:** Analysis of vehicle access and amenities, encompassing buses, streetcars, ferries, and other transit vehicles. This includes a focus on the accessibility features provided to passengers.
- **Customer Service Practices:** Scrutiny of customer service practices, evaluating communication from the RTA, including operators, Rideline agents, and other stakeholders. This ensures that communication practices align with accessibility and inclusivity principles.
- **Tools for Rider Communication:** Examination of tools available for riders to communicate with the RTA, covering access to complaint and feedback processes, attendance at Board meetings, and participation in the Riders Advisory Committee.

This comprehensive assessment will utilize a range of metrics to evaluate the condition of each element, providing a detailed understanding of the current state of accessibility within the RTA's network.

The findings will serve as a critical foundation for subsequent tasks, guiding the development of targeted recommendations to address identified gaps and enhance overall transit accessibility.



## Task 5 – Gap Analysis (Lead Firm: )

Building on the insights gathered from the Universal Accessibility Framework developed in Task 3 and the comprehensive Baseline Conditions Assessment conducted in Task 4, Task 5 focuses on conducting a detailed Gap Analysis. The objective is to identify specific areas within the RTA's riding experience where current accessibility provisions are insufficient.

Utilizing the established Universal Accessibility Framework as a reference, the consultant will systematically assess the existing conditions highlighted in the Baseline Conditions Assessment. The gap analysis will go beyond surface-level observations, delving into the identification of barriers, the severity of these gaps, and understanding the populations affected by these inadequacies.

Key components of the Gap Analysis include:



**Identification of Accessibility Gaps:** A meticulous examination of each element outlined in the Universal Accessibility Framework and Baseline Conditions Assessment to pinpoint areas where accessibility provisions fall short.



**Barriers Analysis:** A comprehensive review of the barriers arising from identified gaps, shedding light on the specific challenges faced by transit users with diverse needs and requirements.



**Severity Assessment:** An evaluation of the severity of each identified gap, distinguishing between critical issues that demand immediate attention and those that can be addressed through phased interventions.



**Population Impact Assessment:** An analysis of the populations affected by the identified gaps, considering factors such as age, disability type, and other demographic considerations to ensure a holistic understanding of the impact.

Our approach will not only uncover these gaps but also to propose viable solutions. The findings from the Gap Analysis will serve as a crucial foundation for the subsequent task, providing a nuanced understanding of where interventions are most urgently needed.

As part of the iterative process, the team will update the Universal Accessibility Framework based on the insights gained during the Gap Analysis. This ensures that the framework evolves to address the specific challenges identified, improving its utility for future applications by RTA.

## Task 6 – Recommendations & Next Steps (Lead Firm: )

Building upon the outcomes of the Gap Analysis conducted in Task 5, Task 6 provides detailed recommendations that outline specific actions for the RTA to address the identified accessibility gaps. These recommendations will be crafted with a focus on promoting inclusivity, improving user experiences, and enhancing overall transit accessibility. This section will consist of the following elements.

### 1. Detailed Action Recommendations:

A comprehensive set of actionable recommendations outlining specific steps for the RTA to address identified accessibility gaps. Each recommendation will be accompanied by details such as estimated resources needed, including financial and human resources, and a suggested timeline for completion.

### 2. Cost Estimation:

A thorough cost estimation for each recommended action, providing the RTA with a clear understanding of the financial implications associated with implementing the proposed changes.

### 3. Timeline for Implementation:

A detailed timeline outlining the suggested sequence for implementing each recommendation. This timeline will consider the urgency of certain actions and potential dependencies between different recommendations.

### 4. Prioritization Mechanism:

Reflection of the prioritization mechanism established in Task 3 within the recommendations, ensuring alignment with the overarching goals and guiding principles of the Universal Accessibility Framework.

Our approach and recommendations will be forward-looking, considering the long-term impact of each recommendation on the overall transit accessibility landscape. Additionally, the recommendations will reflect a sensitivity to the limited resources and funding constraints, providing the RTA with a practical roadmap for achieving tangible improvements.

## Innovative Approaches in Transit Accessibility

Embracing a forward-thinking perspective, our proposal advocates for the integration of innovative technologies and policies to enhance transit accessibility. In this section, we highlight just a few approaches (some concepts, some specific initiatives referenced) that we are tracking which transcend conventional norms, addressing the diverse needs of passengers with disabilities.

### **Induction Loop Technology (MTA, New York):**

In response to challenges faced by individuals who are deaf or hard of hearing in noisy subway environments, induction loop technology, also known as "hearing loop," has emerged. This technology, integrated into sound systems, assists people with hearing aids or cochlear implants, enabling them to better hear and understand audio announcements and conversations in public spaces.

### **Self Securement Stations for Wheelchair Users (MTA, New York):**

A notable innovation in New York involves the introduction of self-securement stations on buses. This technology allows passengers in wheelchairs to independently secure their chairs. By backing into the device and pressing a button, arms are engaged to secure the wheelchair's wheels. This approach streamlines the boarding process for wheelchair users, eliminating the need for manual assistance from the driver.

### **Zoning for Accessibility:**

Innovative zoning rules incentivize private developers to integrate accessibility features into their buildings or contribute to accessibility projects at nearby transit stations. This approach encourages the incorporation of universal design principles in new developments, fostering an inclusive environment.

### **Blind Square App in (Capital Metro, Austin):**

The Blind Square app offers Capital Metro riders a valuable tool for people who are blind or have low vision. Users can access real-time information about bus arrivals, closures, and navigation to bus stops through audio instructions. Capital Metro's Smart Beacon program utilizes Bluetooth technology to transmit data between buses and phones, enhancing accessibility for individuals with visual impairments.

## Cost Proposal

| Task                                                          | Fee Estimate      |
|---------------------------------------------------------------|-------------------|
| Task 1. Research & Data Collection                            | \$ 135,261        |
| Task 2. Coordinate the Accessibility Advisory Committee (AAC) | \$ 19,613         |
| Task 3. Accessibility Framework Development                   | \$ 30,294         |
| Task 4. Baseline Conditions Assessment (Report Document)      | \$ 34,143         |
| Task 5. Gap Analysis (Technical Memo)                         | \$ 21,096         |
| Task 6. Recommendations and Next Steps (Report Document)      | \$ 17,873         |
| <b>Total</b>                                                  | <b>\$ 258,281</b> |

## Staff Rates

| Name              | Role                                        | Rate      |
|-------------------|---------------------------------------------|-----------|
| <b>WSP</b>        |                                             |           |
| Nathan Lipson     | Project Manager                             | \$ 143.74 |
| Greg Chilik       | Deputy PM                                   | \$ 211.78 |
| Max Nassar        | Principal-in-Charge & Intergov. Coordinator | \$ 288.93 |
| Brian Hundt       | Infrastructure Assessment                   | \$ 131.50 |
| Sheila Clements   | Technical Advisor                           | \$ 303.30 |
| Sarah Parkins     | Public Outreach Lead                        | \$ 125.72 |
| Guy Blanchard     | Historic Preservation Expert                | \$ 166.99 |
| <b>Villavaso</b>  |                                             |           |
| Corinne Villavaso | PM, Principal Planner                       | \$ 225.00 |
| Odile Ramsay      | Researcher, Data Analyst, Technical Writer  | \$ 155.00 |
| Briana Lawson     | Jr. Project Coordinator, Graphic Design     | \$ 145.00 |
| <b>Hawthorne</b>  |                                             |           |
| Geneva Coleman    | Community Outreach Manager                  | \$ 150.00 |
| Karimah Stewart   | Community Outreach Coordinator              | \$ 125.00 |
| Paris Jackson     | Graphics & Clerical Assistant               | \$ 85.00  |

## Proposed Implementation Timeline

| Task Description                                              | 2024 |     |     |     |     |     |     |     |     |     |     | 2025 |     |
|---------------------------------------------------------------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|
|                                                               | Feb  | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan  | Feb |
| Task 1. Research & Data Collection                            | ●    |     |     |     |     | ●   |     |     |     |     |     |      |     |
| Task 2. Coordinate the Accessibility Advisory Committee (AAC) |      | ●   |     |     |     |     |     |     |     |     |     |      |     |
| Task 3. Accessibility Framework Development                   |      |     |     |     |     |     |     | ●   |     |     |     |      |     |
| Task 4. Baseline Conditions Assessment (Report Document)      | ●    |     |     |     |     | ●   |     |     |     |     |     |      |     |
| Task 5. Gap Analysis (Technical Memo)                         |      |     |     |     |     |     |     |     |     |     |     |      | ●   |
| Task 6. Recommendations and Next Steps (Report Document)      |      |     |     |     |     |     |     |     |     |     |     |      | ●   |

|                  |   |
|------------------|---|
| Active           |   |
| Kick-off Meeting | ● |
| Deliverable      | ● |

| <b>Regional Transit Authority</b><br>Service Provider Questionnaire<br><br>                                                                                  |                                                     |  |  |  |  | 1. Project name, project number and date of submittal:<br><br><b>Universal Accessibility Study #2023-024</b>                                                                                |                 |  |  |  |  |   | 2. Official name of firm, indicate if prime or subcontractant:<br><br><b>WSP USA Inc.<br/>(Prime)</b>                                                                                    |  |  |  |  |   |                                                        |  | 3. Address of office to perform work:<br><br><b>1100 Poydras Street Suite 1175 New Orleans, LA 70163</b>                                                                                                                                                       |  |  |  |  |  |  |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|--|--|--|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--|--|--|--|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|---|--------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|--|
| 4. Name of parent company, if any:<br><b>n/a</b>                                                                                                             |                                                     |  |  |  |  | 5. Location of headquarters (city):<br><br><b>One Pennsylvania Plaza New York, NY 10119</b>                                                                                                 |                 |  |  |  |  |   | 6. Name, title, and telephone number of principal contact:<br><br><b>Max Nassar Managing Director Gulf States (LA, MS, AL) 225-218-3584</b>                                              |  |  |  |  |   |                                                        |  | 7. Name, title, and telephone number of project manager:<br><br><b>Nathan Lipson, AICP, LEED GA Sr. Transportation/Environmental Planner 225-508-3869</b>                                                                                                      |  |  |  |  |  |  |  |  |
| 8. Specify Type of Ownership:<br><br>Private corporation<br><input checked="" type="checkbox"/> <b>X Public corporation</b><br>Proprietorship<br>Partnership |                                                     |  |  |  |  | 9. Indicate Special Status: regarding<br><br><div style="text-align: center;"><b>n/a</b></div> <div>Small business</div> <div>Minority-owned business</div> <div>Woman-owned business</div> |                 |  |  |  |  |   | 10. Indicate certifications held<br><br><div style="text-align: center;">special status: <b>n/a</b></div> <div>SBA certified</div> <div>SLDBE certified</div> <div>LAUCP certified</div> |  |  |  |  |   |                                                        |  | 11. Is this submittal a joint venture (JV)?<br><div style="text-align: right; padding-right: 20px;">Yes     <b>No</b></div><br>If so, has the JV worked together before?<br><div style="text-align: right; padding-right: 20px;">Yes                  No</div> |  |  |  |  |  |  |  |  |
| #                                                                                                                                                            | Function (e.g. civil engineer)                      |  |  |  |  | #                                                                                                                                                                                           |                 |  |  |  |  | # |                                                                                                                                                                                          |  |  |  |  | # |                                                        |  |                                                                                                                                                                                                                                                                |  |  |  |  |  |  |  |  |
| 1                                                                                                                                                            | <u>Principal-in-Charge/Intergovernmental Coord.</u> |  |  |  |  | 1                                                                                                                                                                                           | Max Nassar      |  |  |  |  |   | New Orleans, LA                                                                                                                                                                          |  |  |  |  |   |                                                        |  |                                                                                                                                                                                                                                                                |  |  |  |  |  |  |  |  |
| 2                                                                                                                                                            | <u>Project Manager</u>                              |  |  |  |  | 1                                                                                                                                                                                           | Nathan Lipson   |  |  |  |  |   | New Orleans, LA                                                                                                                                                                          |  |  |  |  |   |                                                        |  |                                                                                                                                                                                                                                                                |  |  |  |  |  |  |  |  |
| 3                                                                                                                                                            | <u>Civil Engineer/Infrastructure Assessment</u>     |  |  |  |  | 1                                                                                                                                                                                           | Brian Hundt     |  |  |  |  |   | New Orleans, LA                                                                                                                                                                          |  |  |  |  |   |                                                        |  |                                                                                                                                                                                                                                                                |  |  |  |  |  |  |  |  |
| 4                                                                                                                                                            | <u>Deputy Project Manager</u>                       |  |  |  |  | 1                                                                                                                                                                                           | Greg Chilik     |  |  |  |  |   | Atlanta, GA                                                                                                                                                                              |  |  |  |  |   |                                                        |  |                                                                                                                                                                                                                                                                |  |  |  |  |  |  |  |  |
| 5                                                                                                                                                            | <u>Technical Advisor</u>                            |  |  |  |  | 1                                                                                                                                                                                           | Sheila Clements |  |  |  |  |   | Chicago, IL                                                                                                                                                                              |  |  |  |  |   |                                                        |  |                                                                                                                                                                                                                                                                |  |  |  |  |  |  |  |  |
| 6                                                                                                                                                            | <u>Public Outreach Lead</u>                         |  |  |  |  | 1                                                                                                                                                                                           | Sarah Parkins   |  |  |  |  |   | Raleigh, NC                                                                                                                                                                              |  |  |  |  | 3 | <b>Total Personnel Domiciled in LA Total Personnel</b> |  |                                                                                                                                                                                                                                                                |  |  |  |  |  |  |  |  |
| 7                                                                                                                                                            | <u>Safety &amp; Security Lead</u>                   |  |  |  |  | 1                                                                                                                                                                                           | Joy Thompson    |  |  |  |  |   | Atlanta, GA                                                                                                                                                                              |  |  |  |  | 8 |                                                        |  |                                                                                                                                                                                                                                                                |  |  |  |  |  |  |  |  |
| 8                                                                                                                                                            | <u>Historic Preservation</u>                        |  |  |  |  | 1                                                                                                                                                                                           | Guy Blanchard   |  |  |  |  |   | Eliot, ME                                                                                                                                                                                |  |  |  |  |   |                                                        |  |                                                                                                                                                                                                                                                                |  |  |  |  |  |  |  |  |

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

| a. Name and address of subconsultant or subcontractor                                                                                                                          | b. Specific work to be performed on this project                                                                                                 | c. Worked with prime firm before? |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| <b>Villavaso Group, LLC</b><br><b>7111 Lake Barrington Dr</b><br><b>New Orleans, La 70128</b><br><br><i>Corinne M. Villavaso</i><br><b>Principal</b><br><b>504-905-2892</b>    | <b>Industry Best Practices for Accessibility</b><br><b>Outreach</b><br><b>Coordinate Accessibility Advisory Committee</b><br><b>Gap Analysis</b> | <b>No</b>                         |
| <b>The Hawthorne Agency, Inc.</b><br><b>615 Baronne St, Ste 200</b><br><b>New Orleans, La 70113</b><br><br><i>Geneva W. Coleman</i><br><b>President</b><br><b>504-488-6100</b> | <b>Outreach</b><br><b>Intergovernmental Coordination</b>                                                                                         | <b>Yes</b>                        |
|                                                                                                                                                                                |                                                                                                                                                  |                                   |
|                                                                                                                                                                                |                                                                                                                                                  |                                   |

14. Brief resumes of key persons anticipated for this project (clearly identify if alternate office location if different than listed in item 3).

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| <p>a. Name and title:<br/><b>Max Nassar / Senior Managing Director, Gulf States (LA, MS, AL)</b><br/><b>Office: New Orleans/Baton Rouge</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p>a. Name and title:<br/><b>Greg Chilik, PE, PMP / Sr. Project Manager</b><br/><b>Office: Atlanta, GA</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <p>b. Position or assignment for this project:<br/><b>Principal-in-Charge / Intergovernmental Coordinator</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <p>b. Position or assignment for this project:<br/><b>Deputy Project Manager</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <p>c. Years of professional experience with this firm: <b>6</b>      With other firms: <b>36</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>c. Years of professional experience with this firm: <b>2</b>      With other firms: <b>25</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <p>d. Education:<br/>Degree / Year / Specialization<br/><b>BA / 1976 / Psychology - Louisiana State University, Baton Rouge, Louisiana</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>d. Education:<br/>Degree / Year / Specialization<br/><b>BE / 1995 / Civil Engineering - Georgia Institute of Technology</b><br/><br/><b>MBA / 2017 / Business Administration – Georgia Institute of Technology</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <p>e. Active registration or applicable certifications:<br/>State / Discipline / License number / First year registered<br/><b>Post-graduate studies in Business, Finance, Labor Relations, and Industrial Operations, Statistical Process Control, Tulane University and Loyola University, New Orleans, Louisiana</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>e. Active registration or applicable certifications:<br/>State / Discipline / License number / First year registered<br/><b>Professional Engineer:</b><br/><b>Alabama / Civil / PE35819 / 2016</b><br/><b>Georgia / Civil / PE026669 / 2001</b><br/><br/><b>Professional Project Management / US / 2017</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <p>f. Experience and qualifications relevant to this project:<br/><b>Max is a Louisiana native who has spent 30 years in executive level positions in Fortune 500 Companies in both the Manufacturing/Industrial Sector and AE Consulting Services Sector. Over the past 25 years, he has overseen a multiplicity of infrastructure projects in the Southeast United States and in Central America and with a value in the billions. Many of these projects have been in Louisiana and Mississippi and have been performed for a variety of public and private clients including Louisiana Department of Transportation and Development, The Mississippi Department of Transportation, The Louisiana Department of Natural Resources, The New Orleans Regional Planning Commission, The New Orleans Regional Transit Authority, The Louisiana Coastal Protection and Restoration Authority, the Jackson Mississippi Municipal Airport Authority, the Louis Armstrong New Orleans International Airport, the Port of New Orleans, the Port of South Louisiana and others.</b><br/><br/><b>Additionally, Mr. Nassar has served as a member of the board of directors of a variety of business and civic entities as well as many quasi-public governmental boards or committees related to local, state, and national infrastructure. He also served on the Mayor of New Orleans' Committee for the Acceleration of Project Delivery and chaired the Mayor's Subcommittee tasked with assisting Disadvantaged Business Enterprises in expanding their business capacity. He served on the transition team of a Louisiana Governor, on both the Transition Team's Transportation Committee and the Economic Development Subcommittee. Mr. Nassar also served as the chairman of the St. Charles Parish Council.</b></p> | <p>f. Experience and qualifications relevant to this project:<br/><b>Greg is a senior project manager with an extensive career in transit planning for both the public and private sectors. Greg is experienced in the engineering design and project management of transit capital projects from facilities to linear corridor projects. Greg's responsibilities have included grants management, capital project oversight for the Federal Transit Administration, oversight of federally funded procurements, project quality control, risk management, and transportation engineering.</b><br/><br/><b>Additionally, Greg specializes in coordination with municipal and state governments as well as federal agencies to facilitate transportation and transit initiatives and projects such as bus rapid transit. He has a deep understanding of Federal Transit Authority rules and guidance and has assisted many cities and transit agencies with their funding and capital project needs.</b></p> <ul style="list-style-type: none"> <li>• Georgia DOT (GDOT), State Rail Planning/Study, Atlanta, GA</li> <li>• MARTA, Buckhead Station Pedestrian Bridge Construction, Atlanta, GA</li> <li>• MARTA, 2018 Planning Services, Atlanta, GA</li> <li>• Memphis Area Transit Authority (MATA), 2021 On-Call Streetcar Rail System Engineering Services</li> <li>• Connecticut DOT, New Haven Hartford Springfield (NHHS), Rail Program Management, Glastonbury, CT</li> <li>• Pinellas Suncoast Transit Authority, SunRunner Bus Rapid Transit Project (FTA project), St. Petersburg, FL</li> </ul> |

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| a. Name and title:<br><b>Nathan Lipson, AICP, LEED GA / Senior Transportation Planner</b><br><b>Office: New Orleans, LA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | a. Name and title:<br><b>Sheila Clements / Senior Vice President, Transit &amp; Rail</b><br><b>Office: Chicago, IL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| b. Position or assignment for this project:<br><b>Project Manager</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | b. Position or assignment for this project:<br><b>Technical Advisor</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| c. Years of professional experience with this firm: <b>1</b> With other firms: <b>7</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | c. Years of professional experience with this firm: <b>4</b> With other firms: <b>30+</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| d. Education:<br>Degree / Year / Specialization<br><b>MS / 2017 / Sustainable Real Estate Development – Tulane University</b><br><b>BA / 2016 / Urban Planning – University of Illinois at Urbana-Champaign</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | d. Education:<br>Degree / Year / Specialization<br><b>BS / 1999 / Recreation Administration and Management – Illinois State University</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| e. Active registration or applicable certifications:<br>State / Discipline / License number / First year registered<br><b>American Institute of Certified Planners / No. 33869 / 2022</b><br><b>LEED Green Associate / No. 11175925 / 2017 / 2020</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | e. Active registration or applicable certifications:<br>State / Discipline / License number / First year registered<br><b>n/a</b><br><br><b>Distinguished Team Award, USDOT FTA; KEE Connections Mentor, USDOT FTA</b><br><b>Sustainability Achievement Award, USDOT FTA; Regional Administrator's Honor Award, USDOT FTA; Administrator's Award, USDOT FTA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| f. Experience and qualifications relevant to this project:<br><b>Nathan is a Senior Environmental and Transportation Planner with 7 years of experience delivering planning consulting services to clients. He has managed client needs, employed creative solutions, and identified actionable initiatives through strategic planning, consulting, and funding services.</b><br><br><ul style="list-style-type: none"> <li>• Port of South Louisiana, Program Management, Board of Commissioners Port of South Louisiana, St. Charles, St. James and St. John Parishes, LA (Project Manager)</li> <li>• Capital Area Transit System (CATS), Transit Optimization Study to Empower Areas of Persistent Poverty, Baton Rouge, LA (Transportation Planner)</li> <li>• New Orleans Regional Transit Authority (RTA), On-Call Planning and Transition Management (Transportation Planner): <i>Fare Equity Analysis; Alternative Revenue &amp; Fare Collection Analysis</i></li> <li>• New Orleans Aviation Board (MSY), On-Call Planning Services, New Orleans, LA (Transportation Planner): <i>North Terminal Project; MSY Next</i></li> <li>• City of Slidell, Slidell 2040 (Comprehensive Plan Update), City of Slidell, LA (Transportation Planner)</li> <li>• St. Charles Parish, Economic Impact Analysis of US-90 Corridor, St. Charles Parish, LA (Transportation Planner)</li> <li>• New Orleans Regional Planning Commission (RPC), Transportation Resilience Plan, New Orleans, LA (Deputy Project Manager)</li> <li>• Baton Rouge Municipal Airport (BTR), Disadvantaged Business Enterprise (DBE) Program Management/Administration, Baton Rouge, LA (Project Manager)</li> </ul> | f. Experience and qualifications relevant to this project:<br><b>Sheila is a senior vice president, transit and rail and brings progressive experience within the public and private sectors working on Federal Transit Administration (FTA) major transit and rail programs across the country. These programs include planning; environmental; project development; grants management, public involvement; engineering; funding; and oversight of construction for federally, state, and locally funded projects. Prior to joining the firm Sheila worked in the public sector and served as the director; office of operations and program management; and the director, office of planning and program development for the USDOT Federal Transit Administration (FTA) Region V. Sheila's specific expertise includes FTA compliance and technical advisory services, administration, operations, program management oversight, planning, project development, funding, integration of processes, policies and procedures, and management of performance improvements in the public and private sectors.</b><br><br><ul style="list-style-type: none"> <li>• Capital Area Transit System (CATS), Transit Optimization Study to Empower Areas of Persistent Poverty, Baton Rouge, LA (Project Manager)</li> <li>• Detroit Transportation Corporation's (DTC) Detroit People Mover (DPM). FTA Compliance and Technical Advisory Team Lead.</li> <li>• North Carolina DOT (NCDOT) Innovative Mobility Division and Ferry Division, On-Call. FTA Compliance and Technical Advisory Team Lead</li> <li>• City of Birmingham's Xpress BRT Project, FTA Compliance and Technical Advisory Team Lead</li> <li>• Northern Indiana Commuter Transportation District (NICTD) West Lake Corridor Project, FTA Technical Advisor &amp; Assistant Project Manager</li> <li>• Palm Tran South County Facility Expansion Project, Project Manager</li> </ul> |

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| a. Name and title:<br><b>Brian Hundt, PE / Lead Civil Engineer</b><br><b>Office: New Orleans, LA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | a. Name and title:<br><b>Sarah Parkins, AICP / Communications &amp; Public Involvement Specialist</b><br><b>Office: Raleigh, NC</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| b. Position or assignment for this project:<br><b>Infrastructure Assessment</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | b. Position or assignment for this project:<br><b>Public Outreach Lead</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| c. Years of professional experience with this firm: <b>6.5</b> With other firms: <b>7</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | c. Years of professional experience with this firm: <b>5.5</b> With other firms: <b>1</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| d. Education:<br>Degree / Year / Specialization<br><b>BS / 2009 / Civil Engineering – Louisiana State University</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | d. Education:<br>Degree / Year / Specialization<br><b>MS / 2018 / City and Regional Planning – University of North Carolina at Chapel Hill</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| e. Active registration or applicable certifications:<br>State / Discipline / License number / First year registered<br><b>Professional Engineer: Louisiana / (PE0039459) / 2015</b><br><b>Project Management Professional (2701475)</b><br><b>Traffic Control Supervisor &amp; Traffic Control Technician, LA Specific</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | e. Active registration or applicable certifications:<br>State / Discipline / License number / First year registered<br><b>American Institute of Certified Planners / No. 32276 / 2020</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| f. Experience and qualifications relevant to this project:<br><b>Brian Hundt has over 13 years of experience as a Civil Engineer on numerous projects such as roadway design, waterline replacement, drainage design, construction administration, and inspection.</b><br><br><b>Throughout his professional career, Brian has worked closely with Jefferson Parish, the Louisiana Department of Transportation, New Orleans Sewerage and Water Board, City of New Orleans Department of Public Works, and St. Charles Parish.</b><br><br><ul style="list-style-type: none"> <li>• Amtrak Americans with Disabilities Act Stations Program (ADASP), Platform Upgrades, Nationwide (Civil Engineer)</li> <li>• Port of South Louisiana, Program Management, Board of Commissioners Port of South Louisiana, St. Charles, St. James and St. John Parishes, LA (Civil Engineer)</li> <li>• Bonnabel Boulevard Roadway Improvements (Metairie Rd. to I-10), Jefferson, LA (Civil Engineer)</li> <li>• Jefferson Parish Submerged Roads Program, Council Districts 1, 2, &amp; 5, Jefferson Parish, LA (Civil Engineer)</li> <li>• Texas High Speed Rail, Dallas, TX (Civil Engineer)</li> <li>• St. Bernard Group A, Roadway Reconstruction, New Orleans, LA (Civil Engineer)</li> <li>• First St. Wharf Deck Replacement – Phase 2, New Orleans, LA (Civil Engineer)</li> </ul> | f. Experience and qualifications relevant to this project:<br><b>Sarah is a communications and public involvement specialist with a background in transportation planning. She is skilled in managing tasks and developing communication strategies for a wide range of projects and is passionate about exploring unique and engaging ways to develop solutions to complex problems. In her work in the planning and construction field, Sarah focuses on innovative ways to conduct community engagement and has produced research on best practices for online engagement tools. She has experience developing surveys using online software, creating social media content, designing project websites, and organizing stakeholder and public meetings. Sarah is also proficient in the Adobe Creative Suite and ArcGIS, enabling her to visualize spatial data and create materials to represent various project elements.</b><br><br><ul style="list-style-type: none"> <li>• Durham Multimodal Grants Administration &amp; Assistance, Durham, NC (Communications Lead)</li> <li>• Transit System Study, Broward County, Florida: FDOT, 2020 Continuous Services Contract for Planning, Districtwide, FL (Public Engagement/Communications Specialist)</li> <li>• Wake BRT Extension and Alternatives Analysis, Wake County, NC (Communications Specialist)</li> <li>• FDOT, SunRail Transition Study, Seminole County, FL (Communications Specialist)</li> <li>• MARTA Planning and Technical Services, Atlanta, GA (Public Engagement Lead)</li> <li>• PANYNJ, Bus Terminal Replacement, New York, NY (Communications Specialist)</li> </ul> |

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| a. Name and title:<br><b>Joy Thompson, PMP / Rail Systems Project Manager</b><br><b>Office: Atlanta, GA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | a. Name and title:<br><b>Guy Blanchard / Vice President, Architectural Historian</b><br><b>Office: Eliot, ME</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| b. Position or assignment for this project:<br><b>Safety &amp; Security Lead</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | b. Position or assignment for this project:<br><b>Historical Preservation/Section 106 Expert</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| c. Years of professional experience with this firm: <b>4</b> With other firms: <b>34</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | c. Years of professional experience with this firm: <b>5.5</b> With other firms: <b>6.5</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| d. Education:<br>Degree / Year / Specialization<br><b>MBA / 1982 / Business Administration – Anna Maria College</b><br><b>BS / 1975 / Human Service – Fitchburg State College</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | d. Education:<br>Degree / Year / Specialization<br><b>MS / 2018 / City and Regional Planning – University of North Carolina at Chapel Hill</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| e. Active registration or applicable certifications:<br>State / Discipline / License number / First year registered<br><b>Project Management Professional / (No. 2701475)</b><br><br><b>CERT, Administration &amp; Management, Harvard University, 1998</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | e. Active registration or applicable certifications:<br>State / Discipline / License number / First year registered<br><b>American Institute of Certified Planners / No. 32276 / 2020</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| f. Experience and qualifications relevant to this project:<br><b>Joy brings nearly 40 years of experience specializing in all aspects of operation and technology management. Joy’s work in transportation engineering and management involves successfully managing strategic alliances, system engineering, product management, program management, strategic planning, and implementation across multidisciplinary organizations, cultures, and countries. She is also experienced in implementing standards in design for the National Fire Protection Association 52, 70, 72, 101A, 110, 111, 130, 271, and 502.</b><br><br><ul style="list-style-type: none"> <li>• <b>MARTA, Public Transportation Agency Safety Plan, Atlanta, GA (Operations &amp; Maintenance (Operations/Systems Task Manager)</b></li> <li>• <b>MARTA, On-Call for Systems Engineering, Atlanta, Georgia</b></li> <li>• <b>Massachusetts Bay Transportation Authority, Commuter Rail Safety and Resiliency Program, Boston, Massachusetts (Safety/Security Task Manager)</b></li> <li>• <b>WMATA, 2022 On-Call Planning Support, Washington, DC (Task Manager)</b></li> <li>• <b>MTA, On-Call Quality Assurance and Quality Control Program, Baltimore, MD (Operations/Systems Task Manager)</b></li> <li>• <b>MTA, Communications and Security Systems Engineering Services, Baltimore, MD (Operations/Systems Task Manager)</b></li> </ul> | f. Experience and qualifications relevant to this project:<br><b>Guy is an architectural historian and attorney experienced in all phases of the National Historic Preservation Act’s Section 106 review process in 36 Code of Federal Regulations Part 800. Guy maintains a thorough understanding of Section 106 legal application and interpretation, including extensive use of the Advisory Council on Historic Preservation’s “Program Comment to Exempt Consideration of Effects to Rail Properties within Rail Right-of-Way.” As an architectural historian, Guy’s experience includes conducting architectural surveys, completing determinations of eligibility, and assessing effects as part of Section 106 for various clients. He has experience working across the country on a variety of historic property types and completing documentation including National Register of Historic Places nominations, Historic American Buildings Survey/Historic American Engineering Record/Historic American Landscape Survey recordation, historic contexts, interpretive displays, and survey reports. His skills include historic preservation planning, legal research and writing, and archival research.</b><br><br><ul style="list-style-type: none"> <li>• <b>MARTA Planning and Technical Services, Atlanta, GA (Historian)</b></li> <li>• <b>Honolulu Rail Transit Project High-Capacity Corridor, Honolulu, HI (Historian)</b></li> <li>• <b>GDOT, Signal and ITS On-Call Design Region 1, Atlanta, GA (Historian)</b></li> <li>• <b>VDOT, 2021 General Engineering Consultant Contract, Fairfax, VA (Historian)</b></li> </ul> |

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

| a. Project name, location, and owner's name                                                | b. Reference contact name, telephone number, and e-mail | c. Project description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | d. Nature of firm's responsibilities                      | e. Completion date (actual or estimate) | f. Estimated fees (000's) |                |
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| <b>Transit Center Study<br/>New Orleans, LA<br/>New Orleans Regional Transit Authority</b> |                                                         | <p>The New Orleans Regional Transit Authority (RTA) engaged WSP to conduct an alternative analysis of sites and conceptual designs for a downtown transit center to provide a central location for transfers between buses and allow for convenient transfers between buses and streetcars. GCR, Inc, Manning Architects, N-Y Associates, and In the Event were major planning, architectural, environmental, and outreach subcontractors.</p> <p>RTA has gradually rebounded from the devastation caused by Hurricane Katrina, and new streetcar lines have since been built or are under construction. Although the bus system remains smaller than in its pre-Katrina state, routes and frequency have been gradually reinstated. The network structure focuses service on the Central Business District, which serves as the transfer point for nearly all RTA routes. Alignments and stops are located throughout downtown, and the lack of a central transfer facility has been identified as a major Environmental Justice issue, significant inconvenience and even hardship for many customers given lengthy walking distances and the climate, and a major capital need for RTA.</p> <p>WSP organized a steering committee and undertook an outreach approach that included a rider's workshop committee, public meetings, funding and regulatory agency representatives, the downtown business community, and stakeholder involvement. Development of a series of goals and objectives was followed by the establishment of evaluation criteria.</p> <p>The study was organized into a two-tier process. Over ten initial sites were identified. A detailed demographic, employment and ridership profile was developed to determine employment destinations, bus stop on-off activity, transfer patterns, and walking distance between major transfer points. Sketch designs and routing plans were developed for each. Using the evaluation criteria and through the public involvement process, the number of alternatives were narrowed down to four Tier 2 sites. Additional design, routing and scheduling scenarios were developed.</p> <p>Downtown New Orleans is rapidly redeveloping, and few open sites remain for potential use as a transit facility. Environmental issues including historic properties and viewsheds were also significant considerations. The Tier 2 alternatives had sufficient capacity for current and projected service expansion and take advantage of underutilized medians ("neutral grounds") or are a combination of on street and off-street stops and amenities. The city's major streetcar spine is located on Canal Street, which also strongly impacted consideration of site alternatives.</p> <p>Mid-stream during the study process, the City of New Orleans asked RTA to consider two additional sites located on the periphery of downtown, with the intent to use surplus priority and potentially serve a new bio-medical complex north of downtown. Project activities were adjusted to accommodate the City's request while maintaining the integrity of the alternatives analysis and outreach program. The Alternatives Analysis completed in February 2020.</p> | <b>Prime – Alternative Analysis and Conceptual Design</b> | <b>February 2020 (actual)</b>           | <b>\$500.0</b>            | <b>\$250.0</b> |

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| <b>ADA Accessible Bus Stop Design Services</b><br><b>Baton Rouge, LA</b><br><b>Capital Area Transit System (CATS)</b>     | Cheri Soileau,<br>Director of Planning and Program Development<br>225-389-8928<br><a href="mailto:csoileau@brcats.com">csoileau@brcats.com</a> | <p>Initiating the ADA Accessible Bus Stop Design Services for the Baton Rouge Capital Area Transit System (CATS), this project involves a comprehensive review of GIS Bus Stop Survey information to identify design templates necessary for ADA-compliant concrete pads at CATS bus stops. The aim is to create approximately six to ten template designs accommodating various scenarios, such as stops with no sidewalk or partial sidewalk, curb cut considerations, and those situated on corners. These designs must adhere to local, state, and federal regulations, ensuring firm and stable surfaces, specific dimensions, and controlled slopes in alignment with 36 C.F.R. standards. The project extends to potential adjustments based on state and local regulatory requirements and permit approvals.</p> <p>Responsibilities include generating detailed drawings for the specified ADA Accessible Bus Stop concrete pad designs. This involves addressing design parameters, such as surface stability, dimensions, and slope restrictions. If required, adjustments will be made to templates to meet state and local regulatory standards. Furthermore, the role encompasses interpreting drawings for construction contractors, providing technical information, and assisting CATS in resolving any design-related issues that may arise during the construction phase. It's essential to ensure that the designs are not only compliant but also feasible for contractors to implement across various locations in the city, considering the absence of a specific land survey. All work will be conducted within the city-parish or state right-of-way (ROW), with the GIS database facilitating ROW analysis for current stops, and no additional ROW purchase by CATS.</p> | Prime | TBD                      | \$57.0  | \$54.15 |
| <b>Florida Boulevard Route Restoration Project</b><br><b>Baton Rouge, LA</b><br><b>Capital Area Transit System (CATS)</b> | Cheri Soileau,<br>Director of Planning and Program Development<br>225-389-8928<br><a href="mailto:csoileau@brcats.com">csoileau@brcats.com</a> | <p>WSP is currently leading the evaluation and enhancement of transit services along the Florida Boulevard corridor, the busiest route in the Capital Area Transit System (CATS). This initiative, funded through a Route Restoration grant from the Federal Transit Administration (FTA), focuses on the stretch from 22nd Street to Airline Highway, with potential expansion to the parish line. The study explores options such as Bus Rapid Transit (BRT), enhanced local or express bus modes, prioritizing creative and innovative solutions aligned with the needs of residents and commercial activities. Special attention is given to the area surrounding the former Cortana Mall, now an Amazon distribution facility, anticipating growth following its operational launch in Spring 2024. The project, approved in August 2023, is ongoing and is expected to conclude within 12-16 months.</p> <p>In this role, key responsibilities include assessing existing conditions, analyzing current and future projects along the corridor, determining optimal service delivery, and engaging stakeholders. This involves considering ridership projections, potential station/stop locations, and conducting traffic operations analysis. Collaboration with community members, the general public, and relevant agencies is a central aspect, fostering a comprehensive understanding of the corridor's dynamics. Additionally, tasks encompass providing a financial overview and summarizing the recommended service. The culmination of these efforts will be presented in a comprehensive final report, contributing to the continued improvement and optimization of transit services in the Florida Boulevard corridor.</p>                                                      | Prime | December 2024 (estimate) | \$515.0 | \$515.0 |

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| <p><b>Areas of Persistent Poverty</b></p> <p><b>Baton Rouge, LA</b></p> <p><b>Capital Area Transit System (CATS)</b></p> | <p>Cheri Soileau,<br/>Director of Planning and<br/>Program Development</p> <p>225-389-8928</p> <p><a href="mailto:csoileau@brcats.com">csoileau@brcats.com</a></p> | <p>In response to the awarded Areas of Persistent Poverty (AoPP) grant, CATS requested assistance for the project as described in the grant. CATS wishes to evaluate the needs of the project area to be able to better plan for transit services and passenger amenities as well as identify opportunities that can be shared with the East Baton Rouge City-Parish Department of Public Works and Planning departments.</p> <p>CATS service area includes the cities of Baton Rouge and Baker. This service area contains a majority minority population. CATS has identified those areas that are underserved by transit and transportation, including infrastructure, transit services and other related areas.</p> <p>WSP is now providing technical assistance in;</p> <ul style="list-style-type: none"> <li>• Data review and research existing conditions in the study area</li> <li>• Public involvement and feedback</li> <li>• Developing solutions to alleviate barriers to transit</li> </ul> <p>The study tasks identified in the scope include:</p> <ul style="list-style-type: none"> <li>• Documenting existing conditions</li> <li>• Developing a matrix of proposed solutions/further define ranked projects</li> <li>• Community engagement plan/community engagement <ul style="list-style-type: none"> <li>○ Branding</li> <li>○ Stakeholder engagement</li> <li>○ Public meetings</li> <li>○ Survey</li> <li>○ Project website materials</li> <li>○ Pop up events</li> </ul> </li> </ul> <p>The project goals as identified in the scope is as follows:</p> <p>“Based on US census data, 61% of the persons living within the BR CATS service area are minority. Over half of the census tracts (41 of 78) in the service area are designated as Areas of Persistent Poverty, showing three decades of poverty in these communities. Twenty-seven percent of the block groups have greater than 50% low-income households. The goals of the study are to:</p> <ul style="list-style-type: none"> <li>• Identify barriers to transportation and transit access through focused public outreach</li> <li>• Propose solutions to improve access to transportation and transit infrastructure and services</li> <li>• Present proposed solutions to communities for further input</li> <li>• Conclude the study with potential funding opportunities and timeframes to implement proposed solutions”</li> </ul> | <p><b>Prime – Transit Data Review, Research, Public Involvement</b></p> | <p><b>September 2024 (estimate)</b></p> | <p><b>\$57.0</b></p> | <p><b>\$39.9</b></p> |
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| <b>2018-2022 Amtrak ADA Improvements</b><br><b>Nationwide</b><br><b>Amtrak</b>                                                           | ADA Stations Program Director, Lonnie Murray,<br>215-349-1233<br><a href="mailto:Lonnie.Murray@Amtrak.com">Lonnie.Murray@Amtrak.com</a>                         | <p>Since 2018, WSP has served as Designer of Record for Amtrak's ADA Stations Program to provide design and construction phase services support for station upgrades. In this role WSP has provided upgrades to Amtrak stations nationwide to bring them into compliance with the Americans with Disabilities Act as it applies to public transportation facilities. With the design of 34 tasks at 29 stations in 16 states to date, the projects have required WSP's multidisciplinary teams to assess existing stations to determine non-compliance with ADA requirements, and to develop upgrades. The scopes of work have included the installation of new platforms, accessible ramps and stairs, accessible paths of travel from the public right of way to platforms, and accessibility upgrades to station buildings. Several stations have also included companion State of Good Repair (SOGR) projects addressed by the WSP team. Schedule milestones: Task order projects on this contract have a period of performance of 154-calendar days, on average, from Notice to Proceed through Issued for Bid (IFB) Submissions. The WSP team has delivered milestone submissions on time and within the period of performance for each of the 34 task orders completed to date.</p> <p>WSP has also performed additional work at various stations including, Fraser-Winter Park, CO; Norman, OK; Kankakee, IL; Portland, OR; DeLand, FL; South Bend, IN.</p> | <b>Prime -</b><br>Designer of Record for Amtrak's ADA Stations Program to provide design and construction phase services support for station upgrades.                | <b>04/18 - 02/25</b><br>(expected to extend through construction phase services to 2028) | <b>\$28,000.0</b> | <b>\$24,000.0</b> |
| <b>Cobb County Bicycle/Pedestrian Study Phase I (ADA Transition Plan)</b><br><b>Cobb County, GA</b><br><b>Cobb County Government/DOT</b> | Cobb County DOT - Erica Parish, Director<br>770-528-1600<br><a href="mailto:erica.parish@cobbcounty.org">erica.parish@cobbcounty.org</a>                        | WSP led this bike/ped safety study, attending road safety audits, documented existing conditions, coordinated Safe Routes to School, developed potential improvement alternatives to support bicycle and pedestrian safety and activity on identified roadways. WSP with sub-consultant who led the development of road safety audit reports. Overall project includes the development of an ADA transition plan, stakeholder interviews, collection and analysis of sidewalk data, and development of a GIS database of sidewalk assets. WSP was selected to provide planning services to the Cobb County Department of Transportation to expand and proactively update the Americans with Disabilities Transition Plan for Pedestrian Rights-of-Way and to conduct pedestrian focused roadway safety audits.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Prime -</b><br>Collected and analyzed crash data; Conducted field-based road safety audits; Stakeholder engagement, collected and analyzed sidewalk inventory data | <b>April 2019</b>                                                                        | <b>\$424.0</b>    | <b>\$166.0</b>    |
| <b>General Planning Contract</b><br><b>Atlanta, GA</b><br><b>MARTA</b>                                                                   | Shelley Peart, ENV SP Assistant General Manager/ Planning & Project Development<br>404-848-4494<br><a href="mailto:speart@itsmarta.com">speart@itsmarta.com</a> | Program of corridor and facilities projects - applying ADA standards across various facilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Prime -</b><br>Planning efforts for various corridor and facility projects                                                                                         | <b>7/23 - 6/24</b>                                                                       | <b>\$5,500.0</b>  | <b>\$3,500.0</b>  |

16. List all projects currently under contract or under contract negotiations that are being (or will be) performed by the firm's office as listed in item 3.

| a. Project name, location, and owner's name                                                                   | b. Nature of firm's responsibility                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | c.<br>Indicate whether work completed as prime, subconsultant or joint venture | d.<br>Percent complete | e. Estimated fees (000's) |                |
|---------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|------------------------|---------------------------|----------------|
|                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                |                        | Total fee                 | Fee remaining  |
| <b>ADA Accessible Bus Stop Design Services<br/>Baton Rouge, LA<br/>Capital Area Transit System (CATS)</b>     | WSP scope includes generating detailed drawings for the specified ADA Accessible Bus Stop concrete pad designs. This involves addressing design parameters, such as surface stability, dimensions, and slope restrictions. If required, adjustments will be made to templates to meet state and local regulatory standards. Furthermore, the role encompasses interpreting drawings for construction contractors, providing technical information, and assisting CATS in resolving any design-related issues that may arise during the construction phase.                                                      | <b>Prime</b>                                                                   | <b>5%</b>              | <b>\$57.0</b>             | <b>\$54.15</b> |
| <b>Florida Boulevard Route Restoration Project<br/>Baton Rouge, LA<br/>Capital Area Transit System (CATS)</b> | WSP is currently leading the evaluation and enhancement of transit services along the Florida Boulevard corridor, the busiest route in the Capital Area Transit System (CATS). This initiative, funded through a Route Restoration grant from the Federal Transit Administration (FTA), focuses on the stretch from 22nd Street to Airline Highway, with potential expansion to the parish line. The study explores options such as Bus Rapid Transit (BRT), enhanced local or express bus modes, prioritizing creative and innovative solutions aligned with the needs of residents and commercial activities. | <b>Prime</b>                                                                   | <b>1%</b>              | <b>\$515.0</b>            | <b>\$515.0</b> |
| <b>Areas of Persistent Poverty<br/>Baton Rouge, LA<br/>Capital Area Transit System (CATS)</b>                 | <ul style="list-style-type: none"> <li>• Data review and research existing conditions in the study area</li> <li>• Public involvement and feedback</li> <li>• Developing solutions to alleviate barriers to transit</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                  | <b>Prime</b>                                                                   | <b>30%</b>             | <b>\$57.0</b>             | <b>\$39.9</b>  |
| <b>Electrical &amp; Mechanical Bridge On-Call,<br/>Statewide, LA<br/>LADOTD</b>                               | Engineering services contract which supports efforts on mechanical and electrical services related to roadways, pump stations and other mechanical and electrical needs.                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Prime</b>                                                                   | <b>99%</b>             | <b>\$1,100.0</b>          | <b>\$60.0</b>  |

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| <b>P3 Advisory Services On-Call<br/>(Calcasieu Bridge Owners Verification)</b> | WSP as the Technical Advisor to work side-by-side with LADOTD in its management of the P3 procurement and upcoming negotiation process. WSP is also providing Level 2 Traffic and Revenue (T&R) Analysis forecasts in support of the P3 procurement process. | <b>Prime</b> | <b>77%</b> | <b>\$3,666.3</b> | <b>\$841.6</b> |
|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|------------------|----------------|

17. Use this space to provide any additional information or description of resources supporting your firm's qualifications for the proposed project.

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

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

20. The forgoing is a statement of facts.

Signature:  \_\_\_\_\_

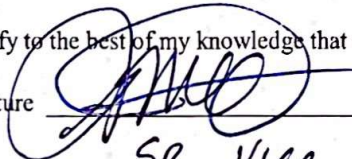
Typed Name: Max Nassar

Date: January 17, 2024

Title: Managing Director

## 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 WSP USA INC.  
Firm Address 1100 POYDRAS ST, STE 1175, NEW ORLEANS, LA 70163  
Telephone Number (225) 218-3584  
Fax Number (504) 522-7764  
E-Mail Address Max.Nassar@wsp.com  
Firm's status as Disadvantaged Business Enterprise (DBE) or Non- DBE NON-DBE  
Age of the firm 90 YEARS  
Annual gross receipts of the firm 2,090,858,000  
Prime or Sub-Contractor PRIME  
NAICS code (s) 485111, 926120, 925120, 541330, 541310, 541620, 541611  
I certify to the best of my knowledge that the above information is true and correct:  
Signature   
Title SR Vice President  
Date Dec 26, 2023  
RTA Project No. 2023-024

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

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

#### **1.12 EVALUATION OF PROPOSALS**

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

#### **1.13 AWARD PROCEDURE**

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

#### **1.14 OFFERS**

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

#### **1.15 ADDENDA**

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


Addendum No. 1, dated 11/28/2023

Addendum No. 2, dated 1/3/2024

Addendum No. 3, dated 1/4/2024

WSP USA

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Representative

**Universal Accessibility Study**

RFP 2023-024

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, MAX NASSAR SE Vice President hereby certify on  
(Name and Title of Offeror Official)

behalf of WSP USA INC. that:  
(Name of Offeror)

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

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

Executed this 26th day of December, 2023.

BY MAX NASSAR

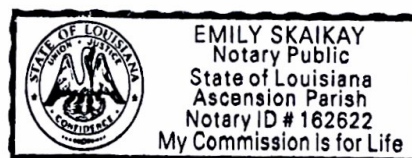
Witnesses: [Signature]  
(Signature of Authorized Official)  
SE Vice President  
(Title of Authorized Official)

Sworn to and subscribed before me on this 26 day of December, 2023.

Notary Public In and For Ascension Parish/County

State of Louisiana

Emily Skaikay



NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA

PARISH OF Orleans

MAX NASSAR

, being first duly sworn, deposes and says that:

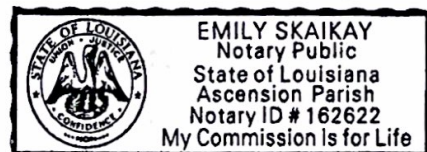
- (1) He is (Owner) (Partner) (Officer) (Representative) or (Agent), of WSP USA INC., the Contractor that has submitted the attached bid;
- (2) Such Bid is genuine and is not a collusive or sham Bid.
- (3) The attached bid is not made in the interest of or on behalf of any undisclosed person, partnership,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

Signed: 

Title: SR Vice President

Sworn to me and subscribed in my presence this 26th day of December, A.D., 2023

Emily Skaikay  
NOTARY PUBLIC



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

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

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

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

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

COMPANY WSP USA INC.

ADDRESS 1100 POYDRAS ST, STE 1175, NEW ORLEANS, LA 70163

DATE Dec 26, 2023

  
\_\_\_\_\_  
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 WSP USA INC.

ADDRESS 1100 POYDRAS ST, STE 1175, NEW ORLEANS, LA 70163

DATE Dec. 26, 2023

  
\_\_\_\_\_  
Signature of Offeror's Authorized Representative


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

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

RFP/RFQ/Solicitation #: 2023-024 Date: 01 / 17 / 24

Description: The Regional Transit Authority (RTA) is seeking firms to provide a universal study per specifications in RFP 2023-024.

Name of Respondent: WSP USA Inc.

Please check the appropriate space:

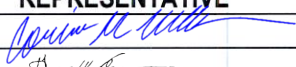
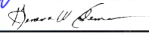
- ☒ The proposer is committed to the contract goal of 33.92 % DBE utilization on this contract. (If selected, you must complete and submit DBE Compliance Form 1 and 2 in order to be awarded a contract.)
- ☐ The proposer is unable to meet the DBE contract goal, however is committed to a minimum of \_\_\_\_\_ % DBE utilization on this contract and will submit documentation demonstrating good faith efforts. (If selected, you must complete and submit DBE Compliance Forms 1 and 3 and DBE Compliance Form-2 if applicable along with all required supporting documentation in order to be awarded a contract.)

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

| DBE FIRM & NAME of DBE       | PHONE        | SOURCE OF CERTIFICATION (SLDBE or LAUCP) | SCOPE OF WORK TO BE PERFORMED BY THE DBE                                                                       | VALUE of PROPOSED CONTRACT with DBE (If Known) | ESTIMATED % OF TOTAL CONTRACT |
|------------------------------|--------------|------------------------------------------|----------------------------------------------------------------------------------------------------------------|------------------------------------------------|-------------------------------|
| 1. Villavaso Group LLC       | 504-905-2892 | LAUCP                                    | Industry Best Practices for Accessibility; Outreach; Coordinate Accessibility Advisory Committee; Gap Analysis | \$ 66,525                                      | 26 %                          |
| 2. The Hawthorne Agency, Inc | 504-488-6100 | LAUCP                                    | Outreach; Intergovernmental Coordination                                                                       | \$ 51,090                                      | 20 %                          |
| 3.                           |              |                                          |                                                                                                                | \$                                             | %                             |
| 4.                           |              |                                          |                                                                                                                | \$                                             | %                             |
| 5.                           |              |                                          |                                                                                                                | \$                                             | %                             |
| 6.                           |              |                                          |                                                                                                                | \$                                             | %                             |
| 7.                           |              |                                          |                                                                                                                | \$                                             | %                             |
| 8.                           |              |                                          |                                                                                                                | \$                                             | %                             |
| <b>TOTALS</b>                |              |                                          |                                                                                                                | <b>\$ 117,615</b>                              | <b>46 %</b>                   |


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

**SECTION II - DBE AFFIRMATIONS:** For the DBE firms listed above, please provide the name and signature of the firm's authorized representative.

| NAME OF DBE FIRM           | PRINT NAME OF DBE FIRM'S AUTHORIZED REPRESENTATIVE | SIGNATURE OF DBE FIRM'S AUTHORIZED REPRESENTATIVE                                   | DATE       |
|----------------------------|----------------------------------------------------|-------------------------------------------------------------------------------------|------------|
| Villavaso Group LLC        | Corinne Villavaso                                  |  | 01-17-2024 |
| The Hawthorne Agency, Inc. | Geneva Coleman                                     |  | 01-17-2024 |
|                            |                                                    |                                                                                     |            |
|                            |                                                    |                                                                                     |            |
|                            |                                                    |                                                                                     |            |
|                            |                                                    |                                                                                     |            |
|                            |                                                    |                                                                                     |            |
|                            |                                                    |                                                                                     |            |
|                            |                                                    |                                                                                     |            |
|                            |                                                    |                                                                                     |            |

**SECTION III - SPECIFIC PORTIONS OF WORK IDENTIFIED FOR DBE SUBCONTRACTOR:** If you have not identified DBE firms for attainment of the DBE goal and have not listed a commitment to specific DBE firms for participation in Section I that equals the total contract goal for this project, you must list all selected scopes or portions of work that you identified to be performed by DBE(s) and the estimated percentage value of each scope of work identified in order to increase the likelihood of meeting the contract goal for this project.

| SCOPE OR PORTIONS OF WORK IDENTIFIED FOR DBE PARTICIPATION |     | ESTIMATED % OF CONTRACT VALUE |
|------------------------------------------------------------|-----|-------------------------------|
| 1.                                                         | N/A |                               |
| 2.                                                         |     |                               |
| 3.                                                         |     |                               |
| 4.                                                         |     |                               |
| 5.                                                         |     |                               |
| 6.                                                         |     |                               |
| 7.                                                         |     |                               |
| 8.                                                         |     |                               |
| <b>TOTAL</b>                                               |     |                               |


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

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

| AGENCY NAME | PROJECT NAME | COMPLETION DATE | DBE PARTICIPATION ACHIEVED | DBE OFFICE VERIFICATION |
|-------------|--------------|-----------------|----------------------------|-------------------------|
|             |              |                 |                            |                         |
|             |              |                 |                            |                         |
|             |              |                 |                            |                         |
|             |              |                 |                            |                         |
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|             |              |                 |                            |                         |
|             |              |                 |                            |                         |
|             |              |                 |                            |                         |

**SECTION V - OTHER:** If you have not identified DBE firms for attainment of the DBE goals and have not listed commitments to specific DBE firms for participation in Section I that equals the total contract goal for this project, you must provide narrative details of any other efforts your firm will conduct to attain the DBE goal.

## **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 Geneva W. Coleman

Firm Address 615 Baronne St., Ste. 200, New Orleans, LA 70113

Telephone Number 504-488-6100

Fax Number 504-488-6175

E-Mail Address gcoleman@hawthorneagency.com

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

Age of the firm 34 years

Annual gross receipts of the firm \$299,879

Prime or Sub-Contractor Sub-Contractor

NAICS code (s) 541613, 541820

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

Signature 


Title President

Date 1/12/24

RTA Project No. RFP 2023-024

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

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

| <div>Regional Transit Authority<br/>Service Provider Questionnaire</div> <div></div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <div>1. Project name, project number and date of submittal:</div> <div>Regional Transit Authority<br/>Universal Study<br/>RFP No. #2023-024<br/>Date: 1/17/24</div>                                                               | <div>2. Official name of firm, indicate if prime or subconsultant:</div> <div>The Hawthorne Agency, Inc.</div>                                                                                                                                     | <div>3. Address of office to perform work:</div> <div>615 Baronne St., Ste. 200<br/>New Orleans, LA 70113</div>                                                                                                                                                    |   |                                |   |                                 |  |  |  |  |   |                            |  |  |  |  |  |  |   |                           |  |  |  |  |  |  |   |                         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |                                 |  |  |  |  |  |  |   |                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--------------------------------|---|---------------------------------|--|--|--|--|---|----------------------------|--|--|--|--|--|--|---|---------------------------|--|--|--|--|--|--|---|-------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|---------------------------------|--|--|--|--|--|--|---|-----------------|
| <div>4. Name of parent company, if any:</div> <div>N/A</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <div>5. Location of headquarters (city):</div> <div>New Orleans</div>                                                                                                                                                             | <div>6. Name, title, and telephone number of principal contact:</div> <div>Geneva W. Coleman<br/>President<br/>504-488-6100</div>                                                                                                                  | <div>7. Name, title, and telephone number of project manager:</div> <div>Geneva W. Coleman<br/>President<br/>504-488-6100</div>                                                                                                                                    |   |                                |   |                                 |  |  |  |  |   |                            |  |  |  |  |  |  |   |                           |  |  |  |  |  |  |   |                         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |                                 |  |  |  |  |  |  |   |                 |
| <div>8. Specify Type of Ownership:</div> <div><input checked="" type="checkbox"/> Private corporation<br/><input type="checkbox"/> Public corporation<br/><input type="checkbox"/> Proprietorship<br/><input type="checkbox"/> Partnership</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <div>9. Indicate Special Status:</div> <div><input checked="" type="checkbox"/> Small business<br/><input checked="" type="checkbox"/> Minority-owned business<br/><input checked="" type="checkbox"/> Woman-owned business</div> | <div>10. Indicate certifications held regarding special status:</div> <div><input checked="" type="checkbox"/> SBA certified<br/><input checked="" type="checkbox"/> SLDBE certified<br/><input checked="" type="checkbox"/> LAUCP certified</div> | <div>11. Is this submittal a joint venture (JV)?</div> <div>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></div> <div>If so, has the JV worked together before? N/A</div> <div>Yes <input type="checkbox"/> No <input type="checkbox"/></div> |   |                                |   |                                 |  |  |  |  |   |                            |  |  |  |  |  |  |   |                           |  |  |  |  |  |  |   |                         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |                                 |  |  |  |  |  |  |   |                 |
| <div>12. List full-time personnel by primary function. Count each only once. If all personnel are not stationed in office as listed in item 3, indicate in-office personnel separately, e.g. "5/1".</div> <table><thead><tr><th>#</th><th>Function (e.g. civil engineer)</th><th></th><th></th><th></th><th></th><th></th><th></th></tr></thead><tbody><tr><td>1</td><td>Community Outreach Manager</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>1</td><td>Community Outreach Coord.</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>1</td><td>Graphics/Clerical Asst.</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td>3</td><td>Total Personnel Domiciled in LA</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td>3</td><td>Total Personnel</td></tr></tbody></table> |                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                    | # | Function (e.g. civil engineer) |   |                                 |  |  |  |  | 1 | Community Outreach Manager |  |  |  |  |  |  | 1 | Community Outreach Coord. |  |  |  |  |  |  | 1 | Graphics/Clerical Asst. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 3 | Total Personnel Domiciled in LA |  |  |  |  |  |  | 3 | Total Personnel |
| #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Function (e.g. civil engineer)                                                                                                                                                                                                    |                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                    |   |                                |   |                                 |  |  |  |  |   |                            |  |  |  |  |  |  |   |                           |  |  |  |  |  |  |   |                         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |                                 |  |  |  |  |  |  |   |                 |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Community Outreach Manager                                                                                                                                                                                                        |                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                    |   |                                |   |                                 |  |  |  |  |   |                            |  |  |  |  |  |  |   |                           |  |  |  |  |  |  |   |                         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |                                 |  |  |  |  |  |  |   |                 |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Community Outreach Coord.                                                                                                                                                                                                         |                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                    |   |                                |   |                                 |  |  |  |  |   |                            |  |  |  |  |  |  |   |                           |  |  |  |  |  |  |   |                         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |                                 |  |  |  |  |  |  |   |                 |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Graphics/Clerical Asst.                                                                                                                                                                                                           |                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                    |   |                                |   |                                 |  |  |  |  |   |                            |  |  |  |  |  |  |   |                           |  |  |  |  |  |  |   |                         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |                                 |  |  |  |  |  |  |   |                 |
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13. List all outside subcontractors or subconsultants you intend to employ for this project.

| a. Name and address of subconsultant or subcontractor | b. Specific work to be performed on this project | c. Worked with prime firm before? |
|-------------------------------------------------------|--------------------------------------------------|-----------------------------------|
| N/A                                                   |                                                  |                                   |
|                                                       |                                                  |                                   |
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14. Brief resumes of key persons anticipated for this project (clearly identify if alternate office location if different than listed in item 3).

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| a. Name and title: <b>Geneva W. Coleman, President</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | a. Name and title: <b>Karimah Stewart, Public Relations Manager</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| b. Position or assignment for this project: <b>Community Outreach Manager</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | b. Position or assignment for this project: <b>Community Outreach Coordinator</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| c. Years of professional experience with this firm: <b>34</b> With other firms: <b>0</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | c. Years of professional experience with this firm: <b>22</b> With other firms: <b>0</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| d. Education:<br>Degree / Year / Specialization<br><br><b>B.S. / 1982 / Mass Communications<br/>Associates / 1975 / Business Administration</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | d. Education:<br>Degree / Year / Specialization<br><br><b>B.A. / 2001 / Mass Communications</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| e. Active registration or applicable certifications:<br>State / Discipline / License number / First year registered<br><br><b>N/A</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | e. Active registration or applicable certifications:<br>State / Discipline / License number / First year registered<br><br><b>N/A</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| f. Experience and qualifications relevant to this project:<br><br>Geneva W. Coleman, founder and president of The Hawthorne Agency, Inc., brings a wealth of experience and insight to community outreach initiatives, allowing her to quickly identify the strategies that fit best. With over three decades of expertise as a public relations and communications consultant, Mrs. Coleman specializes in strategic communications planning for community outreach and engagement programs. She has worked with numerous local and state agencies including the New Orleans Regional Transit Authority, City of New Orleans, Sewerage and Water Board of New Orleans, the Regional Planning Commission, and the Louisiana Department of Transportation and Development, providing outreach services for major environmental studies and infrastructure projects. | f. Experience and qualifications relevant to this project:<br><br>Since 2001, in her role as public relations manager at The Hawthorne Agency, Inc., Karimah Stewart has efficiently developed, implemented, and maintained effective community outreach and engagement programs using innovative methodologies and techniques. Skillful strategic communications planning is at the core of her service delivery, as she accurately organizes and coordinates all aspects of The Hawthorne Agency's outreach programs, including quality assurance/quality control measures to make certain that every task is carried out in accordance with project deadlines. Ms. Stewart acts as a liaison between project managers and corresponding publics. Using a unique hands-on approach, she communicates directly with the target audience to determine and assess potential issues that may arise during a project's course. She is also responsible for the coordination of public meetings, special events, and media relations. In a detail-oriented manner, she diligently ensures that necessary tasks are successfully implemented to maximize equitable dissemination of information for all projects. |

14. Brief resumes of key persons anticipated for this project (clearly identify if alternate office location if different than listed in item 3).

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| a. Name and title: <b>Paris Jackson</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| b. Position or assignment for this project: <b>Graphics/Clerical Assistant</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| c. Years of professional experience with this firm: <b>7</b> With other firms: <b>0</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| d. Education:<br>Degree / Year / Specialization<br><br><b>B.A. / 2016 / Graphic Design</b>                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| e. Active registration or applicable certifications:<br>State / Discipline / License number / First year registered<br><br><b>N/A</b>                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| f. Experience and qualifications relevant to this project:<br><br>Paris Jackson joined The Hawthorne Agency in 2016 and serves as graphics/clerical assistant. Her role is fundamental in carrying forth tasks necessary for the proper execution of all communications and outreach efforts. Ms. Jackson is proficient in electronic research, data gathering/maintenance, as well as graphic design. She capably performs these tasks and provides graphics and clerical support in assistance to senior staff for multiple projects. |  |

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

| a. Project name, location, and owner's name                                                                                                                                                                                                                                                | b. Reference contact name, telephone number, and e-mail                  | c. Project description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | d. Nature of firm's responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | e. Completion date (actual or estimate) | f. Estimated fees (000's) |             |
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|                                                                                                                                                                                                                                                                                            |                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                         | Entire project            | Firm's work |
| Active Transportation Improvements – New Orleans East I-10 Service Roads Land Use and Transportation Corridor Analysis Stage “0” Feasibility Study / State Project No. H.972462.1 / RPC Task No. A-1.23 / New Orleans, LA / New Orleans Regional Planning Commission / City of New Orleans | Karen Parsons, Project Manager / RPC/ 504-483-8500 / kparsons@norpc.org  | The Regional Planning Commission, in cooperation with the City of New Orleans is developing a Stage 0 Feasibility Study that will identify alternatives for the creation of shared-use biking and walking facilities on or adjacent to the north and south I-10 service roads in New Orleans East. The City and RPC have prioritized improving safe and connected network facilities for non-motorized travelers, particularly in communities that are economically disadvantaged and/or experience a disproportionate number of crashes and resultant fatalities or injuries for people walking and biking. | The Hawthorne Agency, Inc., in conjunction with HNTB Corporation, proficiently conducted public involvement planning and implementation in adherence with RPC's Title VI Program. With a thorough understanding of the vast project corridor and its demography, our team gave special attention to creating key messages and interactive project materials that engaged the impacted community and encouraged their participation with the study. THA's fundamental tasks also included: identifying and coordinating with stakeholders, organizing elected official briefings and community meetings, as well as strategically disseminating community meeting notices via doorhangers, flyers, and signage within the project corridor. | 07/23                                   | \$145                     | \$28        |
| Southeast Louisiana Urban Flood Control Program (SELA) / New Orleans, LA / Sewerage and Water Board of New Orleans                                                                                                                                                                         | Ron Spooner, Project Manager / SWBNO / 504-865-0410 / rspooner@swbno.org | This project is a cooperation agreement between the US Army Corps of Engineers and the Sewerage and Water Board of New Orleans to reduce flood damages in New Orleans and surrounding parishes through the construction of new pumping stations and increased capacity drainage canals.                                                                                                                                                                                                                                                                                                                      | THA provides public information/outreach services that are target specific in design to create the most viable approach to meet the communications needs of residents and business owners in neighborhoods impacted by SELA Orleans projects. This includes: maintaining a project information line; providing claims assistance; coordinating neighborhood information meetings, including engaging civic, community, political, public, and business stakeholders (with meetings seeing up to 150 participants); graphic design of informational materials; and website development/maintenance.                                                                                                                                         | Unknown                                 | Unknown                   | Ongoing     |

|                                                                                                                                                                                                     |                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |         |       |      |
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| Project Development Services for Rampart/St. Claude Streetcar Extensions / RTA RFQ #2017-001 / New Orleans, LA / New Orleans Regional Transit Authority                                             | Arionne Edwards, NORTA / 504-827-8309 / aedwards@rtaforward.org           | The New Orleans Regional Transit Authority proposed to advance two 0.6-mile double track streetcar extensions along St. Claude Ave. and Elysian Fields Ave. for which a thorough environmental review process was conducted.                                                                                                                                                                                                                                                                                                                                                                 | As a sub-consultant to HDR, Inc., The Hawthorne Agency, Inc. provided outreach services to involve the public in the decision-making processes related to the streetcar extension project in ways that were meaningful, transparent, and in accordance with National Environmental Policy Act, Federal Highway Administration, and New Orleans Regional Transit Authority guidelines.<br><br>Primary responsibilities included: public and stakeholder involvement planning, stakeholder, identification/coordination, project mailing list creation/maintenance, managing public meeting logistics, conducting media relations, comment gathering, and production of public meeting summaries. | 08/18   | \$800 | \$45 |
| New Orleans Rail Gateway Program / State Project No. H.005168 / Legacy State Project No. 700-92-0021) / Orleans and Jefferson Parishes, LA / Louisiana Department of Transportation and Development | Dean Goodell, Project Manager / DOTD / 225-379-1232 / dean.goodell@la.gov | The Louisiana Department of Transportation and Development and the Federal Railroad Administration, in coordination with the New Orleans Regional Planning Commission and the railroads operating in the New Orleans metropolitan area are preparing an Environmental Assessment as part of the New Orleans Rail Gateway Program for the Jefferson Highway Rail Relocation project. This project involves improvements to the at-grade highway-rail crossings located along Jefferson Highway (US 90) in Jefferson Parish, between Ochsner Health Foundation Hospital and Monticello Avenue. | The Hawthorne Agency, Inc. is executing strategic public outreach and involvement tasks to make certain the community is educated about the study and provided opportunities for meaningful participation. From designing and disseminating informational program newsletters, to facilitating agency, elected official, and public open house meetings, THA is assisting the team in effectively carrying forth integral outreach tasks in accordance with National Environmental Policy Act guidelines.                                                                                                                                                                                       | Ongoing | \$203 | \$82 |

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| General Meyer Avenue Complete Streets Study / (RPC Task A-2.19GM; FY-19UPWP / SPN H.972314.1) / New Orleans, LA / New Orleans Regional Planning Commission / City of New Orleans | Karen Parsons, Project Manager / RPC / 504-483-8500 / kparsons@norpc.org | The Regional Planning Commission, in partnership with the City of New Orleans, conducted a study to analyze existing conditions along General Meyer Avenue in Algiers to identify improvements from Behrman Ave. to Woodland Dr. that would promote a Complete Streets enhancement of the corridor. In coordinating community engagement and outreach efforts for this initiative, The Hawthorne Agency, as a sub-consultant to HNTB Corp., implemented various communications strategies to receive public input regarding the re-configuration of General Meyer Avenue into a safer and more pedestrian and bicycle friendly corridor. Setting forth creative methodologies to urge the community's participation and document their ideas and concerns about specific transportation and mobility needs along the General Meyer Corridor were at the core of the outreach plan. | The Hawthorne Agency's primary tasks included: identifying stakeholders; creating contact lists; coordinating Project Management Committee and open house public meetings; and preparing summaries of the concerns raised by the community for further evaluation and design consideration. The initial public meeting was attended by nearly 100 members of the community who were introduced to the complete streets concept through use of interactive outreach tools. The attendees provided informed feedback to the project team, which facilitated the study. | 06/19 | \$100 | \$17 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|------|

16. List all projects currently under contract or under contract negotiations that are being (or will be) performed by the firm's office as listed in item 3.

| a. Project name, location, and owner's name                                                                                                           | b. Nature of firm's responsibility | c.<br>Indicate whether work completed as prime, subconsultant or joint venture | d.<br>Percent complete | e. Estimated fees (000's) |               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------------------------------------------------------|------------------------|---------------------------|---------------|
|                                                                                                                                                       |                                    |                                                                                |                        | Total fee                 | Fee remaining |
| New Orleans Rail Gateway Program / Jefferson Highway Rail Relocation Project / State Project No. H.005168 / Orleans and Jefferson Parishes, LA / DOTD | Community Outreach and Engagement  | Subconsultant                                                                  | 70.88%                 | \$65                      | \$19          |

|                                                                                                                                                                                         |                                   |               |        |         |      |
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| New Orleans Rail Gateway Program / Avondale Planning and Environmental Linkages Study / Jefferson Parish, LA / State Project No. H.005168.2 / Orleans and Jefferson Parishes, LA / DOTD | Community Outreach and Engagement | Subconsultant | 51.56% | \$82    | \$40 |
| Southeast Louisiana Urban Flood Control Program                                                                                                                                         | Community Outreach and Engagement | Subconsultant | N/A    | Ongoing | N/A  |

17. Use this space to provide any additional information or description of resources supporting your firm's qualifications for the proposed project.




The Hawthorne Agency, Inc. (THA) is a small, woman-owned Disadvantaged Business Enterprise specializing in community outreach and engagement. For over 30 years, our company's focus has been raising public awareness, educating stakeholders and fostering public inclusion on multiple projects for the clients we serve. Our staff of communications professionals has worked extensively on environmental studies, transportation improvement, and infrastructure projects that have led to a viable, professional relationship with the New Orleans Regional Transit Authority for many years. As a local firm, we possess valuable insight into Louisiana's communities and know how to employ targeted communications strategies that meet project objectives. Our team's expertise is beneficial to proficient stakeholder coordination, including with elected officials, local leaders, and organization representatives. It is our intent, as an integral part of the WSP team, to provide effective community outreach and engagement services to facilitate this study's goals. It would be our pleasure to assist the New Orleans Regional Transit Authority in this important endeavor.

18. Ethics Questionnaire: If any owner, officer, or employee of respondent or any of the respondent's subcontractors (whether identified in the submittal or not) is currently an officer, employee, or board member of the City of New Orleans or of any of its departments, boards, or commissions, committees, authorities, agencies, public trusts, or public benefit corporations, please state the name or names of said owner, officer or employee, the relationship to respondent and/or respondent's subcontractor(s), the relationship with City board, agency, department, commission, authority, public trust, or public benefit corporation; if respondent or person(s) identified believe that the relationship is not or would

not be a violation of applicable ethics laws, fully explain why not. If applicable, please complete ethics questionnaire on company letterhead attached to the back of this form. By signing below, you have completed the ethics questionnaire or you have not identified any ethics conflict at this time.

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

20. The forgoing is a statement of facts.

Signature:  \_\_\_\_\_

Date: 1/12/24

Typed Name: Geneva W. Coleman

Title: President

## **PARTICIPANT INFORMATION FORM**

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

Firm Name The Villavaso Group LLC

Firm Address PO Box 871343 New Orleans, LA 70187

Telephone Number 504-905-2892

Fax Number \_\_\_\_\_

E-Mail Address corinne@tvglplanning.com

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

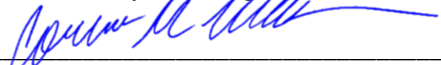
Age of the firm 13 Years

Annual gross receipts of the firm \$88,294

Prime or Sub-Contractor Sub-Contractor

NAICS code (s) 925120, 541611, 561110, 926150 , 541820, 541910, 921190 and 926120

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

Signature 


Title Principal

Date 1/2/2024

RTA Project No. RFP 2023-024

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

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

| <div>Regional Transit Authority</div> <div>Service Provider Questionnaire</div> <div></div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <div>1. Project name, project number and date of submittal:</div> <div>RFP 2023-024</div>                                                       | <div>2. Official name of firm, indicate if prime or subconsultant:</div> <div>The Villavaso Group, LLC (Subconsultant)</div>                                     | <div>3. Address of office to perform work:</div> <div>7111 Lake Barrington Dr<br/>New Orleans, La 70128</div>                                                                                        |   |                                |   |                                 |  |  |  |  |   |                            |  |  |  |  |  |  |   |                                   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |                                 |  |  |  |  |  |  |   |                 |
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| <div>4. Name of parent company, if any:</div> <div>N/A</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <div>5. Location of headquarters (city):</div> <div>New Orleans</div>                                                                           | <div>6. Name, title, and telephone number of principal contact:</div> <div>Corinne M. Villavaso<br/>Principal<br/>504-905-2892</div>                             | <div>7. Name, title, and telephone number of project manager:</div> <div>Odile Ramsay<br/>Lead Engineer and Data Analyst<br/>504-451-4879</div>                                                      |   |                                |   |                                 |  |  |  |  |   |                            |  |  |  |  |  |  |   |                                   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |                                 |  |  |  |  |  |  |   |                 |
| <div>8. Specify Type of Ownership:</div> <div>Proprietorship</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <div>9. Indicate Special Status:</div> <div><div>✓Small business</div><div>✓Minority-owned business</div><div>✓Woman-owned business</div></div> | <div>10. Indicate certifications held regarding special status:</div> <div><div>✓SBA certified</div><div>✓SLDBE certified</div><div>✓LAUCP certified</div></div> | <div>11. Is this submittal a joint venture (JV)?</div> <div><div><del>Yes</del></div><div>No</div></div> <div>If so, has the JV worked together before?</div> <div><div>Yes</div><div>No</div></div> |   |                                |   |                                 |  |  |  |  |   |                            |  |  |  |  |  |  |   |                                   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |                                 |  |  |  |  |  |  |   |                 |
| <div>12. List full-time personnel by primary function. Count each only once. If all personnel are not stationed in office as listed in item 3, indicate in-office personnel separately, e.g. "5/1".</div> <table><thead><tr><th>#</th><th>Function (e.g. civil engineer)</th><th></th><th></th><th></th><th></th><th></th><th></th></tr></thead><tbody><tr><td>1</td><td>Engineer and Data Analysis</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>1</td><td>Principal Planner and Demographer</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td>2</td><td>Total Personnel Domiciled in LA</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td>2</td><td>Total Personnel</td></tr></tbody></table> |                                                                                                                                                 |                                                                                                                                                                  |                                                                                                                                                                                                      | # | Function (e.g. civil engineer) |   |                                 |  |  |  |  | 1 | Engineer and Data Analysis |  |  |  |  |  |  | 1 | Principal Planner and Demographer |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 2 | Total Personnel Domiciled in LA |  |  |  |  |  |  | 2 | Total Personnel |
| #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Function (e.g. civil engineer)                                                                                                                  |                                                                                                                                                                  |                                                                                                                                                                                                      |   |                                |   |                                 |  |  |  |  |   |                            |  |  |  |  |  |  |   |                                   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |                                 |  |  |  |  |  |  |   |                 |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Engineer and Data Analysis                                                                                                                      |                                                                                                                                                                  |                                                                                                                                                                                                      |   |                                |   |                                 |  |  |  |  |   |                            |  |  |  |  |  |  |   |                                   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |                                 |  |  |  |  |  |  |   |                 |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Principal Planner and Demographer                                                                                                               |                                                                                                                                                                  |                                                                                                                                                                                                      |   |                                |   |                                 |  |  |  |  |   |                            |  |  |  |  |  |  |   |                                   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |                                 |  |  |  |  |  |  |   |                 |
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13. List all outside subcontractors or subconsultants you intend to employ for this project.

| a. Name and address of subconsultant or subcontractor | b. Specific work to be performed on this project | c. Worked with prime firm before? |
|-------------------------------------------------------|--------------------------------------------------|-----------------------------------|
| N/A                                                   | N/A                                              | N/A                               |
|                                                       |                                                  |                                   |
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14. Brief resumes of key persons anticipated for this project (clearly identify if alternate office location if different than listed in item 3).

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. Name and title:<br>Corinne Villavaso                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | a. Name and title:<br>Odile Ramsay                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| b. Position or assignment for this project:<br>Principal Planner and Demographer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | b. Position or assignment for this project:<br>Project Manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| c. Years of professional experience with this firm: 13      With other firms: 9                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | c. Years of professional experience with this firm: 4      With other firms: 42                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| d. Education:<br>Degree / Year / Specialization<br>2007: Bachelor of Science, Urban Studies and Regional Planning, University of New Orleans<br>2009-2010: Master of Tourism and Development Planning, California University of Pennsylvania<br>2024: Master of Professional Studies (M.P.S.) Degree in Applied Demography, Penn State World Campus                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | d. Education:<br>Degree / Year / Specialization<br>1975: Tulane University   New Orleans, LA  Bachelor of Science in Civil Engineering<br><br>1996: University of Phoenix  New Orleans, LA  Master of Arts - Organizational Management                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| e. Active registration or applicable certifications:<br>State / Discipline / License number / First year registered                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | e. Active registration or applicable certifications:<br>State / Discipline / License number / First year registered                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| f. Experience and qualifications relevant to this project: <ul style="list-style-type: none"> <li>○ <b>City of New Orleans, Louisiana. Concordia LLC.</b> A/E Services for New Orleans Recreation Development Commission (NORDC) 2023-Present</li> <li>○ <b>City of New Orleans, Louisiana.</b> Sasaki. Lincoln Beach Redevelopment Master Plan 2023-Present</li> <li>○ <b>City of Portland, Oregon.</b> Concordia LLC, the City of Portland Feasibility Study for the Interstate Firehouse Cultural Center. (2022-Present)</li> <li>○ <b>HOPE Credit Union Enterprise Corporation</b> Supplier Diversity Program. Jackson, Mississippi and New Orleans, Louisiana (2022-Present)</li> <li>○ <b>City Portland, Oregon.</b> Police Accountability Commission (PAC) Facilitation Services. (2021-Present)</li> <li>○ <b>City of New Orleans, Louisiana.</b> GDS Associates, INC (GDS) City of New Orleans Demand Side Management Consultant and Energy</li> </ul> | f. Experience and qualifications relevant to this project: <ul style="list-style-type: none"> <li>○ <b>City of New Orleans, Louisiana.</b> Sasaki. Lincoln Beach Redevelopment Master Plan 2023-Present</li> <li>○ <b>HOPE Credit Union Enterprise Corporation</b> Supplier Diversity Program. Jackson, Mississippi and New Orleans, Louisiana (2022-Present)</li> <li>○ <b>City of New Orleans, Louisiana.</b> GDS Associates, INC (GDS) City of New Orleans Demand Side Management Consultant and Energy Efficiency Potential Study. (2021-2023)</li> <li>○ <b>South Central Bell/BellSouth Telecom</b> (Network/Capacity Analysis Planner/Manager)  New Orleans LA (1978- 2017)</li> <li>○ <b>South Central Bell/BellSouth Telecom</b> (Facilities Engineer)   New Orleans LA   (1975 – 1978)</li> </ul> |

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| <p>Efficiency Potential Study. (2021-2023)</p> <ul style="list-style-type: none"> <li>○ <b>Oregon Department of Transportation</b>, Infrastructure Investment and Jobs Act Public Outreach and Engagement (2021-2022)</li> <li>○ <b>Oregon Department of Transportation</b>, I-5 Rose Quarter Improvement Project (2019 – Present)</li> <li>○ <b>Washington County, Oregon</b>. Demographic Analysis and Equity Framework Development (November 2021-February 2022)</li> <li>○ <b>Multnomah County, Oregon</b> Equity Framework and Title VI Program Update (July 2021 – February 2022)</li> <li>○ <b>Washington County, Oregon</b>. Supplier Diversity Toolkit and Training. (2021-2022)</li> <li>○ <b>City of New Orleans, Louisiana</b>. Disparity Study. (2013-2014)</li> <li>○ <b>City of New Orleans, Louisiana</b>. CHPlanning. New Orleans International Airport (MSY) Terminal Expansion Project</li> <li>○ <b>New Orleans Regional Planning Commission (NORPC)</b>, GEAXNOLA-RideSharing Program and Workforce Transportation Study</li> </ul> |  |
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15. List work by firm's personnel members to be assigned to this project which best illustrates current qualifications relevant to this project (limit 15 projects).

| a. Project name, location, and owner's name                                                                               | b. Reference contact name, telephone number, and e-mail | c. Project description                                                                                                                                                                                                                                        | d. Nature of firm's responsibilities                                                                                                                                                                                                                                                                                                       | e. Completion date (actual or estimate) | f. Estimated fees (000's) |             |
|---------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------|-------------|
|                                                                                                                           |                                                         |                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                            |                                         | Entire project            | Firm's work |
| A/E Services for New Orleans Recreation Development Commission (NORDC) Pecan Grove Community Center, City Of New Orleans. | Bobbie Hill<br>(504) 569-1818<br>bhill@concordia.com    | Design and Construction Administration of renovations to the existing Pecan Grove Recreation Center shall include but not be limited to reprogramming existing interior spaces to create flexible community gathering areas for various community activities. | TVG is currently serving as sub-consultant to Concordia's Design Team for the A/E services for the NORDC Pecan Grove Recreation Center renovation that sustained damages from the flooding event following Hurricane Katrina in 2005. The newly renovated facility will be a multi-use flexible space for community gatherings, education, | 5/2024                                  | \$236.9                   | \$12        |

|                                                                             |                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |        |         |        |
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|                                                                             |                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | fitness, and recreation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |        |         |        |
| City of New Orleans Demand Side Management Consultant, City Of New Orleans, | Erin Spears<br>espears@nola.gov | The New Orleans City Council solicited for and executed a contract in 2021 for a Demand-Side Management (DSM) Consultant to conduct a comprehensive independent DSM potential study analysis to "inform the Entergy New Orleans ("ENO") 2021 Integrated Resource Plan (IRP), and any near-term DSM planning goals related to ENO achieving a 2% energy savings relative to sales inclusive of energy efficiency and demand response". The evaluation results were to aid in developing the ENO 2021 Triennial IRP planning for the City Council. | TVG supports clients with innovative analysis and implementation. TVG was contracted by GDS Associates, INC (GDS) to complete the data collection, market research, market characterization, and data analysis tasks for the New Orleans City Council Demand-Side Management (DSM). TVG assisted in conducting a comprehensive independent DSM potential study analysis to "inform the Entergy New Orleans ("ENO") 2021 Integrated Resource Plan (IRP), and any near-term DSM planning goals related to ENO achieving a 2% energy savings relative to sales inclusive of energy efficiency and demand response". The evaluation results were to aid in the development of the ENO 2021 Triennial IRP planning for the City Council. As part of the City Council's evaluation of the ENO IRP and DSM planning, TVG reviewed and compared the ENO 'Energy Smart Implementation Plan' and ENO 'Stakeholders Agreements' to energy-related New Orleans City Council orders, ordinances, and regulations where TVG developed and provided the New Orleans City Council a written comprehensive Summary that outlined the findings of its in-depth comparative analysis, accompanied by comments on any identified inconsistencies and recommendations for strategies, tools, and/or protocols for assurance that the ENO Energy Smart Implementation Plan is in alignment with City Council guidelines and ENO stakeholder agreements. | 5/2023 | \$313.8 | \$40.8 |

|                                                                                           |                                             |                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |           |        |
|-------------------------------------------------------------------------------------------|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------|--------|
| I-5 Rose Quarter Improvement<br>Oregon Department of<br>Transportation (ODOT),            | Natalie Warner<br>Natalie.Warner@deainc.com | Oregon Department of<br>Transportation I5 expansion<br>project A&E Services and<br>feasibility study                                                                                         | Worked with the A&E team,<br>responsible for working on the<br>largest infrastructure project in the<br>history of ODOT, located in the heart<br>of the historic Albina neighborhood,<br>where past ODOT and government<br>projects displaced Black families.<br>Corinne was instrumental in<br>providing technical and advisory<br>services to ODOT on how to<br>incorporate Diversity, Equity, and<br>inclusion policies in its operations,<br>including by working with the<br>Community Oversight Advisory<br>Committee (COAC) on determining<br>how to maximize opportunities for<br>contractors of color and women. For<br>ODOT's I-5 Rose Quarter<br>Improvement Project, we developed<br>an innovative DBE and workforce<br>development program. It has assisted<br>with developing inclusive outreach<br>strategies to seek community input,<br>build trust in the project process, and<br>establish accountability tools to meet<br>community needs. She also<br>participated in strategic<br>communications, coalition-building,<br>change management, and other<br>equity services to ODOT. As well as<br>evaluating the unhoused population<br>to gain knowledge of their challenges<br>and further to understand the<br>potential impact of the I5 expansion<br>project. As part of the study for the<br>expansion, it was feasible to develop<br>a solution to address the unhoused<br>crisis that can lend to a short-term<br>goal, which is a relocation plan<br>during construction followed by a<br>long-term goal for transitional<br>housing. | 4/2022 | \$1,500.0 | \$12.0 |
| Demographic Analysis and<br>Equity Framework<br>Development. Washington<br>County, Oregon | Amber Smith<br>amber@espousalstrategies.com | Public engagement and<br>information strategy services for<br>Long Range Community Housing<br>(HB 2001) and Transportation<br>Planning Engagement projects in<br>Washington County (County). | Assisted Espousal Strategies with<br>developing the County's demographic<br>analysis that informed the County's<br>engagement plan as part of its Major<br>Streets Transportation Improvement<br>Program (MSTIP). This project was                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 4/2022 | \$150.0   | \$50.0 |

|                                                                                                                                 |                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |         |        |        |
|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------|--------|
|                                                                                                                                 |                                                | <p>A strategic approach must consider all of the impacts when developing and executing the tasks within the Project area. While considering all of the work occurring in the Project area, ensure messages are consistent and do not conflict, efficiently engage stakeholders and community members, cohesively manage information on all projects, and ensure outreach goals are achieved.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>done by gathering and analyzing socioeconomic data, including data related to income, race, housing tenure, transit reliance, language spoken at home, and English proficiency, to assess barriers to engagement and inform County strategies. Based on lessons learned, we also provided community engagement recommendations as part of the equity framework to inform equitable engagement practices.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                              |         |        |        |
| <p>GEAUXNOLA-Ride Sharing Program and Workforce Transportation Availability Study. New Orleans Regional Planning Commission</p> | <p>Maggie Woodruff<br/>mwoodruff@norpc.org</p> | <p>The Regional Planning Commission (RPC) increased its suite of travel demand management (TDM) techniques by adding a commuter assistance program, GreenRide Connect, a web-based rideshare matching service.</p> <p>The RPC launched the GreenRide Connect service to supplement the regional public transit system and develop an innovative strategy to reduce Single Occupancy Vehicle (SOV) trips and Vehicle Miles Traveled (VMT) to improve air quality and manage peak congestion. The initial startup period proved successful, with over 200 participants enrolled, demonstrating a regional need, value, and interest in continuing the service.</p> <p>The population in the greater New Orleans region has continued to grow, and several businesses have expanded operations by opening new plants in our target area, i.e., Jefferson, Orleans, St. Bernard, and St. Charles Parishes. With a limited ability to address supply issues, such as greatly expanding road capacity, the RPC must address the demand side of the equation to ensure that employees can reach their job sites while also maintaining – if not improving –</p> | <p>The Prime Consultant will evaluate the need for a ridesharing program, inform citizens and employers of the GreenRide website, and develop an innovative marketing and outreach strategy to expand the ridesharing program in the NORPC region. Identify and address challenges among commuters in the region. In 2011, NORPC increased its suite of travel demand management (TDM) techniques by adding a commuter assistance program, GreenRide Connect, a web-based rideshare matching service.</p> <p>The GreenRide Connect service was launched in an effort to supplement the regional public transit system and to develop an innovative strategy to reduce Single Occupancy Vehicle (SOV) trips and vehicle Miles Traveled (VMT) to improve air quality and manage peak congestion and connect the carless unemployed population to employment opportunities.</p> | 12/2018 | \$40.7 | \$40.7 |

|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |  |  |  |
|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
|  |  | <p>the region's air quality and overall level of service.</p> <p>This proposal will allow for the next development phase of the GreenRide Connect service to greatly expand the service to significantly increase the regional population engaged in carpooling and vanpooling programs. The study will emphasize community education and outreach to minority and low-income communities about the GreenRide service and establishing linkages to major regional job centers.</p> |  |  |  |  |
|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|

16. List all projects currently under contract or under contract negotiations that are being (or will be) performed by the firm's office as listed in item 3.

| a. Project name, location, and owner's name                                                                  | b. Nature of firm's responsibility                                                                                                                                                                                                                                                                                                                                                                                                                                       | c.<br>Indicate whether work completed as prime, subconsultant or joint venture | d.<br>Percent complete | e. Estimated fees (000's) |               |
|--------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|------------------------|---------------------------|---------------|
|                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                |                        | Total fee                 | Fee remaining |
| HOPE Enterprise Corporation (HOPE) Supplier Diversity Pilot Program, Jackson, Mississippi, HOPE Credit Union | TVG serves as the Prime Consultant and Project Manager of HOPE's Supplier Diversity Pilot Program in Jackson, MS, and New Orleans, LA, with a focus on increasing access to contracting and procurement opportunities for businesses of color to municipal and institutional buyers. TVG has developed the pilot program's mechanism and benchmarks for implementing the pilot program. Currently TVG is now implementing the developed processes for the Pilot Program. | Prime                                                                          | 95%                    | \$150                     | \$7.5         |
| City of Portland Feasibility Study for the Interstate Firehouse Cultural Center. City Of Portland, Oregon    | TVG is currently serving as a sub-consultant to Concordia LLC on the Interstate Firehouse Cultural Center feasibility study on behalf of the City of Portland staff and the Interstate Firehouse Cultural Center (IFCC)Community Advisory Committee. TVG assists by providing expertise in the feasibility analysis for arts and culture centers (including visual arts, performing arts, arts education, and cultural arts),                                            | Subconsultant                                                                  | 25%                    | \$60.0                    | \$45.0        |

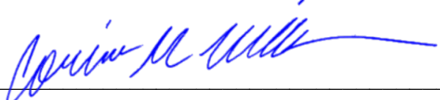
|                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                  |               |    |         |         |
|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----|---------|---------|
|                                                                                                                 | including experience in Market Analysis, Operational Analysis, and Development Planning.                                                                                                                                                                                                                                                                         |               |    |         |         |
| City of New Orleans Lincoln Beach Redevelopment Master Plan. City of New Orleans                                | TVG is currently serving as a sub-consultant to Sasaki on the Lincoln Beach Redevelopment Master Plan for the City of New Orleans.                                                                                                                                                                                                                               | Subconsultant | 2% | \$5,400 | \$324.5 |
| City of Portland, On-Call Civil Engineering And Landscape Architecture. City of Portland Parkes and Recreation. | TVG is currently serving as a sub-consultant to DEA Inc. On The City Of Portland Parks and Recreation Engineering and Landscape Architecture On-Call Services. TVG will be responsible for Public Engagement, forums, and surveys. Data Collection and analysis for the development of need assessments and technical reporting used for planning and designing. | Subconsultant | 0% | \$0     | \$750.0 |

17. Use this space to provide any additional information or description of resources supporting your firm's qualifications for the proposed project.

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

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

20. The forgoing is a statement of facts.

Signature: 

Date: 1/1/2024

Typed Name: Corinne Villavaso

Title: Princpal

**PUBLIC NOTICE  
REGIONAL TRANSIT AUTHORITY  
UNIVERSAL STUDY  
REQUEST FOR PROPOSALS (RFP) #2023-024**

**Project Description:** The Regional Transit Authority (RTA) is seeking firms to provide a universal study per specifications in RFP 2023-024.

**How to Obtain a copy of the RFP:** Scope of Work and further information concerning the RFP may be obtained beginning November 10, 2023, from the RTA's Procureware website at <https://norta.procureware.com/home>. You will be required to first register on this website. The RFP can also be obtained at Regional Transit Authority's website at <http://www.norta.com>

**Responding to RFP:** Proposals shall be submitted through RTA's Procureware website on or before 11:00 A.M., Tuesday, December 12, 2023. Any questions or further information concerning this RFP may be submitted through <https://norta.procureware.com/home> beginning on November 10, 2023. Only written questions submitted through <https://norta.procureware.com/home> shall be considered official. All answers to questions shall be by formal addenda posted to the website under RFP #2023-024.

RTA in accordance with 49 Code of Federal Regulations (CFR) Part 26 has an obligation to ensure nondiscrimination of Disadvantaged Business Enterprises (DBEs) and to comply with all federal, state and local regulations relative to utilization of DBEs on publicly funded projects. The RTA is committed to utilization of DBEs on all federally funded projects toward attainment of the agency's established overall goal of 31%. **The RTA has established a Disadvantaged Business Enterprise (DBE) goal of 33.92% for this project.**

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

**As such, award of the contract will be conditioned on meeting the requirements of the federal, state and local laws for Equal Opportunity including compliance with the policies of DBE Program.**

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

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

REQUEST FOR PROPOSALS  
FROM  
REGIONAL TRANSIT AUTHORITY

SUBJECT: Universal Study

DATE: Friday, November 10, 2023

REQUEST FOR PROPOSALS NO. 2023-024

PROPOSAL RECEIPT DEADLINE: Tuesday, December 12, 2023, 11:00 A.M.

The Regional Transit Authority Invites Request for Proposals for the services set forth above in accordance with the specifications enclosed herewith.

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

Enclosures ("X" indicates item enclosed)

- X** Notice to Submitters
- X** Instructions to Submitters
- X** General Provisions
- X** Federal Requirements
- X** Scope of Services
- X** Evaluation Criteria

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## **INSTRUCTIONS TO PROPOSERS**

### **1.1 PROPOSALS**

Please provide a one-page cover letter, serving as an Executive Summary of your proposal, which includes a brief description of your firm and its activities in providing transit security services. The letter should be signed by the firm's authorized representative for this RFP. This letter counts toward the overall page limit noted above.

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

### **1.2 PROPOSAL SUBMISSIONS**

Proposals can be sent electronically through RTA's ProcureWare system and uploaded through our electronic system at <https://norta.procureware.com/home> until 11:00 A.M., on the date established as the submittal receipt deadline. Proposals received after the specified date shall be considered late and, therefore, shall not be considered for award. Each proposal shall be in the form specified in this Request for Proposals, and shall include the name of the Proposer, the date scheduled as the proposal receipt deadline, and the title of the Request for Proposals marked on the outside.

### **1.3 PROPOSER REVIEW PROCEDURE**

For the purposes of this paragraph, all submissions must be received by the RTA no later than 11:00 a.m. (Central time) on the date specified as the deadline for the submission.

#### **A. Request for Modification or Clarification**

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

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

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

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

b. Protest Procedures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **1.4 CONTRACT DOCUMENTATION**

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

#### **1.5 COST OF PROPOSAL**

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

## **1.6 PROPOSAL POSTPONEMENT AND ADDENDA**

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

## **1.7 CANCELLATION OF REQUEST FOR PROPOSALS**

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

## **1.8 PROPOSAL REJECTION**

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

## **1.9 SINGLE PROPOSAL RESPONSE**

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

## **1.10 PROPOSAL WITHDRAWAL**

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

## **1.11 ACCEPTANCE OF PROPOSALS**

Each proposal shall be submitted with the understanding that it is subject to negotiation at the option of RTA. Upon acceptance in writing by RTA of the final offer to furnish any and all of the services described herein, the parties shall promptly execute the final contract documents. The written contract shall bind the Proposer to furnish and

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

## **1.12 EVALUATION OF PROPOSALS**

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

## **1.13 AWARD PROCEDURE**

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

## **1.14 OFFERS**

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

## **1.15 ADDENDA**

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

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

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

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

---

Company Name

---

Company Representative

---

RFP 2023-024

## **II. GENERAL PROVISIONS**

### **2.1 WRITTEN CHANGE ORDERS/AMENDMENTS**

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

### **2.2 CHANGE ORDER/AMENDMENT PROCEDURE**

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

### **2.3 OMISSIONS**

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

### **2.4 PRIORITY**

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

### **2.5 COMMUNICATIONS**

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

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

## **2.6 INTEREST OF MEMBERS OF, OR DELEGATES TO CONGRESS**

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

## **2.7 CONFLICT OF INTEREST**

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

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

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

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

## **2.8 EQUAL EMPLOYMENT OPPORTUNITY**

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

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

## **2.9 PRIVACY REQUIREMENTS**

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

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

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

## **2.10 INDEMNIFICATION**

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

## **2.11 PERFORMANCE**

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

## **2.12 STATUS OF CONTRACTOR AND ITS EMPLOYEES**

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

## **2.13 INSURANCES**

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

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

## **2.14 SUBCONTRACTORS**

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

## **2.15 ASSUMPTION OF RISK OF LOSS**

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

## **2.16 ACCEPTANCE**

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

## **2.17 QUALITY INSPECTION**

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

## **2.18 CORRECTION BY CONTRACTOR**

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

## **2.19 UNAVOIDABLE DELAYS**

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

## **2.20 NOTIFICATION OF DELAY**

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

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

## **2.21 REQUESTS FOR EXTENSION**

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

## **2.22 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES**

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

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

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

## **2.23 APPLICATION OF FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS**

### **(a) Federal Laws and Regulations**

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

### **(b) State or Territorial Law and Local Law**

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

## **2.24 CONTRACT PERIOD**

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

## **2.25 NO OBLIGATION BY THE FEDERAL GOVERNMENT**

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

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

## **2.26 FEDERAL CHANGES**

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

## **2.27 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

## **2.28 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS**

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

## **2.29 GEOGRAPHIC RESTRICTIONS**

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

## 2.30 PROMPT PAYMENT

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

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

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

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

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

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

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

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

## **2.31 CONFIDENTIALITY**

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

## **2.32 DISPUTES**

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

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

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

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

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

### **2.33 OWNERSHIP OF DOCUMENTS**

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

### **2.34 STATE AND LOCAL LAW DISCLAIMER**

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

### **2.35 PARTICIPANT INFORMATION FORM**

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

### **2.36 NON-COLLUSION AFFIDAVIT**

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

### **2.37 REGIONAL TRANSIT AUTHORITY GENERAL PROVISIONS**

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

### **2.38 DISADVANTAGE BUSINESS ENTERPRISE (DBE)**

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

opportunities. Accordingly, the RTA participates in the State-Local DBE Program of the City of New Orleans for all solicitations that are not funded by the US Department of Transportation. The RTA has established a DBE Participation Goal of 16.67% for this solicitation.

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

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

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

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

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

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

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

If the Prime Bidder has not attained the DBE goal established for the project, Documentation of Good Faith Efforts Form 3 – Schedule C MUST be submitted. The completed form along with all required supporting documentation must be furnished.

Should a bidder fail to comply with the submission of complete and accurate DBE Compliance Forms demonstrating attainment of the DBE Goal or Good Faith Efforts to attain the DBE goal, the bid shall be deemed non-responsive.

The DBE forms shall be submitted by the 2 apparent low bidders no later than 3 business days after the bid deadline.

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

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

### **III. FEDERAL PROVISIONS AND REQUIREMENTS**

#### **3.1 ACCESS TO RECORDS**

The following access to records requirements apply to this Contract:

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

which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

- (4) Where RTA or a subgrantee of the RTA in accordance with 49 U.S. C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S. C. 5302(a) 1) through other than competitive bidding, the Contractor shall make available records related to the contract to the RTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the RTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions thereto. Reference 49 CFR 18.39(i) (11).

### **3.2 BUY AMERICA**

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

### **3.3 PRE-AWARD AND POST-DELIVERY AUDITS**

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

### **3.4 CARGO PREFERENCE**

The Contractor Agrees:

- a. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels;
- b. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590 and to the RTA (through the prime contractor in the case of subcontractor's bills-of-lading).
- c. To include these requirements in all subcontracts issued pursuant to this contract when the contract may involve the transportation of equipment, material or commodities by ocean vessel.

### **3.5 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the RTA and understands and agrees that the RTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- (3) The Contractor agrees to comply with applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the RTA and understands and agrees that the RTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- (4) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

(5) **14 CFR § 1274.926 Clean Air-Water Pollution Control Acts.**

If this contract or supplement thereto is in excess of \$100,000, the Recipient agrees to notify the Agreement Officer promptly of the receipt, whether prior or subsequent to the Recipient's acceptance of this agreement, of any communication from the Director, Office of Federal Activities, Environmental Protection Agency (EPA), indicating that a facility to be utilized under or in the performance of this agreement or any subcontract thereunder is under consideration to be listed on the EPA "List of Violating Facilities" published pursuant to 40 CFR 15.20. By acceptance of agreement in excess of \$100,000, the Recipient

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

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

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

### **3.6 CIVIL RIGHTS ACT**

The following requirements apply to the underlying contract:

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

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

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U. S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S. C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, disability or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

### **3.7 DISADVANTAGED BUSINESS ENTERPRISE**

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

- (i) To ensure nondiscrimination in the award and administration of DOT assisted contracts;
- (ii) To create level playing field in which DBE's can compete fairly for DOT assisted contracts;
- (iii) To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- (iv) To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBE's;
- (v) To help remove barriers to the participation of DBE's in DOT assisted contracts;
- (vi) To assist the development of firms that can compete successfully in the market place outside the DBE program.

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

The **NORTA Small and Disadvantaged Business Enterprise Contract Compliance System** is powered by **B2Gnow** Software

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

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

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

<https://norta.dbesystem.com>

### 3.8 EMPLOYEE PROTECTION

Construction Activities. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the following Federal laws and regulations providing protections for construction employees: (1) Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 et seq., pursuant to FTA enabling legislation requiring compliance with the Davis-Bacon Act at 49 U.S.C. § 5333(a), and implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5; (2) Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., specifically, the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5; and the safety requirements of section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926; and (3) Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874 and 40 U.S.C. § 3145, and implementing U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States,” 29 C.F.R. Part 3. b. Activities Not Involving Construction. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in FTA Master Agreement MA(17), 10-1-2010 58 particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5. c. Activities Involving Commerce. The Recipient agrees to comply with the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., to the extent that it applies to employees performing Project work involving commerce. d. Public Transportation Employee Protective Arrangements. If the Contract Agreement for the Project indicates that public transportation employee protective arrangements required by U.S. DOL apply to public transportation operations performed in connection with the Project, the Recipient agrees to comply with the following requirements:

(1) Standard Public Transportation Employee Protective Arrangements. To the extent that the Project involves public transportation operations and to the extent required by Federal law, the Recipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the

requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, “Section 5333(b), Federal Transit Law,” 29 C.F.R. Part 215, and any amendments thereto.

### **3.9 ENERGY CONSERVATION**

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

### **3.10 FLY AMERICA**

Contractor and all subcontractors at every tier shall comply with the requirements of 49 U.S.C. 40118 and 4 CFR Part 52. Specifically, whenever work under this agreement may involve international transportation of goods, equipment or personnel by air, only U.S. flag air carriers shall be utilized, to the extent service by these carriers is available. Additionally, Contractor and any subcontractors at every tier shall include this requirement in all subcontracts. Further, in every instance where Contractor or any subcontractor(s) cannot comply with the requirements herein, a certification, in proper form, stating the reasons for non-compliance shall accompany the request for reimbursement or payment.

### **3.11 GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

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

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

#### **Instructions for Certification**

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, RTA may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to RTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “persons”, “lower tier covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29].
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by RTA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transaction.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, RTA may pursue available remedies including suspension and/or Debarment.

### **3.12 RESTRICTIONS ON LOBBYING**

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

### **3.13 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

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

### **3.14 PATENT AND RIGHTS IN DATA**

These following requirements apply to each contract involving experimental, developmental or research work: 1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration. 2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added: a. Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free,

non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. (1). Any subject data developed under that contract, whether or not a copyright has been obtained; and (2). Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part provided by FTA.

c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

d. Unless prohibited by state law, upon request by the Federal Government, the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

f. Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Contractor identifies that data in writing at the time of delivery of the contract work.

g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), Contractor agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as

described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. 4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

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

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et. seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S. C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **3.16 RECYCLED PRODUCTS**

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

### **3.17 SAFE OPERATION OF MOTOR VEHICLE**

The Recipient agrees as follows: a. Seat Belt Use. In accordance with the provisions of Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any subagreements, leases, third party contracts, or other similar documents in connection with the Project. b. Distracted Driving, Including Text Messaging While Driving. In accordance with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, and DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, the Recipient is encouraged to comply with the terms of the following Special Provision: (1) Definitions. As used in this Special Provision: (a) “Driving” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. “Driving” does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary. (b) “Text Messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law. (2) Safety. The Recipient is encouraged to: (a) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving— (b) Recipient-owned or Recipient-rented vehicles or Government-owned, leased or rented vehicles; (c) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or (d) Any vehicle, on or off duty, and using an employer supplied electronic device. (3) Recipient Size. The Recipient is encouraged to conduct workplace safety initiatives in a manner commensurate with the Recipient’s size, such as: (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving. (4) Extension of Provision. The Recipient is encouraged to include this Special Provision in its subagreements with its subrecipients, its leases, and its third party contracts, and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

### **3.18 SUBSTANCE ABUSE REQUIREMENTS**

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

### **3.19 TERMINATION**

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

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

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

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

### **3.20 CONTRACT WORK HOURS AND SAFETY STANDARD ACT**

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6). The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work" with a value greater than \$100,000. These nonconstruction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12) Flow down Requirements: Applies to third party contractors and sub-contractors. (1) Overtime requirements - No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section. (3) Withholding for unpaid wages and liquidated damages - NCTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. (4) Subcontracts - The Contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (1) through (4) of this section.

## **IV. EVALUATION CRITERIA**

### **4.1 ADMINISTRATIVE EVALUATION**

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

### **4.2 EVALUATION CRITERIA**

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

The following criteria and scoring will be considered in evaluating the responses received.

1. 30% Background/Experience: Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualification of key personnel for providing the type of services requested in this solicitation
2. 50% Study Approach and Methodology: Proposer's approach to completing a comprehensive review of accessibility conditions for a transit service provider. Proposer should provide ample details about their proposed approach and how it will result in a strong understanding of the existing accessibility gaps and recommended steps to address those gaps.
3. 10% Team Composition: DBE participation rate of team; knowledge of the challenges faced by people with disabilities, particularly in the New Orleans area.
4. 10% Price Proposal: Price for services proposed as to fulfill the scope of services

### **4.3 CONTRACT AWARD**

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

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

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

(4) The RTA intends to evaluate proposals and award contracts without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The RTA reserves the right to conduct

discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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

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

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

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

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

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

## PROPOSAL PRICING RESTRICTIONS

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

### 4.4 OVERHEAD RATES

Contractor will be required to submit an audited overhead rate.

### 4.5 PLACE OF PERFORMANCE

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **ATTACHMENT I**

### **SCOPE OF WORK**

**ATTACHMENT II**  
**SUPPLIER SUBMISSION CHECKLIST**

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

Implementation Timeline\*

Letter of Interest\*

Consultant Questionnaire Form\*

Non-Collusion Affidavit\*

Certificate on Primary Debarment \*

Certificate Regarding Debarment– Lower Tier \*

Certification of Restrictions on Lobbying \*

Participant Information Form\*

DBE Form 4 – DBE Participation Plan (For RFPs and RFQs)\*

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

**INSTRUCTIONS FOR OBTAINING FORMS**

Go to RTA’s official web site at [www.norta.com](http://www.norta.com)

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

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

## Regional Transit Authority

### Request for Proposals

#### Universal Accessibility Study

The New Orleans Regional Transit Authority (NORTA) is soliciting proposals from experienced firms (or teams of firms) interested in analyzing, assessing and identifying how the agency can comprehensively remove barriers to accessing its transit services and all related services, regardless of ability. The successful proposal will develop a clear framework to understand and evaluate the range of issues using research, best practices, and local stakeholders. This study will complement work already underway by NORTA to improve paratransit operations and stops infrastructure. The goal is to enable NORTA to implement a prioritized program of activities and tools to evaluate its effectiveness in achieving a universally accessible transit system.

#### Anticipated Proposal Timetable

RFP Release

Pre-Submittal Meeting

Deadline for Submitting Questions:

Proposal Submission

Interviews with Shortlisted Candidates

Notification

## II. Selection Process

- A. Selection Committee:** NORTA will establish a Selection Committee with relevant subject-matter expertise to review and evaluate proposals to the RFP. Each proposal will be evaluated by a committee of five individuals that may include individuals who represent the following departments:
- Planning
  - Safety
  - Operations
  - Employee that will manage the contract
  - Procurement/DBE
  - Customer Affairs
- B. Selection:** The RTA will establish a Selection Committee to evaluate and rank responsive RFP Responses on the criteria listed below and provide an assessment of that score. A Proposer may receive the maximum percentage, a portion of this score, or no percentage at all, depending upon the merit of its response, as judged by the Selection Committee in accordance with:
- i. Technical Criteria:**
- 30%    Background/Experience: Proposer's relevant experience, qualifications and past performance. Relevant experience and qualification of key personnel for providing the type of services requested in this solicitation

- 50%    Study Approach and Methodology: Proposer’s approach to completing a comprehensive review of accessibility conditions for a transit service provider. Proposer should provide ample details about their proposed approach and how it will result in a strong understanding of the existing accessibility gaps and recommended steps to addressing those gaps.
- 10%    Team Composition: DBE participation rate of team; knowledge of the challenges faced by people with disabilities, particularly in the New Orleans area.
- 10%    Price Proposal: Price for services proposed as to fulfill the scope of services

### **C. Proposal Review**

During the review of any proposal, the Evaluation Committee may:

Conduct reference checks relevant to the solicitation to verify any and all information, and rely on or consider any relevant information from such cited references or from any other sources in the evaluation of proposals;

Seek clarification of a proposal or additional information from any or all proposers and consider same in the evaluation of proposals;

Waive any requests or requirements if such waiver is in the best interest of NORTA; and

Request interviews/presentations with Proposers who have been shortlisted to clarify any questions or considerations based on the information included in proposals

### **III. Description of Services**

#### **A. Overview**

The New Orleans Regional Transit Authority (NORTA) is soliciting proposals for the Universal Accessibility Study, which will take a comprehensive review of the RTA's public-facing services to identify gaps in accessibility and provide a detailed plan for how to address those gaps. Through the Universal Accessibility Study, the RTA will gain an understanding of best practices in providing accessible transit services, areas where the RTA needs to improve its accessibility features, and how to apply these best practices to the RTA services. The Consultant(s) will work at the direction of the RTA's Planning & Capital Projects Division to complete the study activities and will work in coordination with ongoing efforts to achieve transit stop ADA compliance and to implement the recommendations from the Comprehensive Operations Analysis of the RTA's Paratransit service. Accessibility of transit stops is being addressed through a separate process and is not a part of this scope, though activities in this project are expected to be completed in coordination and be consistent with the transit stops accessibility effort.

#### **B. Scope of Services**

##### **1. Task 1 - Research & Data Collection**

The Consultant will complete a review of universal accessibility best practices for transit services and transit providers and develop a resource for the RTA to utilize for future projects. The RTA will provide the consultant with relevant studies already identified as resources for this project.

Based on the best practices, the consultant will request or collect the necessary data to analyze existing accessibility standards at the RTA. Data collection may include, but not limited to, surveying transit users about their accessibility experiences when utilizing RTA services, and leading evaluation tours with riders and non-riders representing a range of disabilities.

##### **Task 1 Deliverables**

- Community Outreach and Data Collection Plan detailing the proposed activities and needs for review by NORTA for finalization
- Technical Memo on best practices for universal accessibility in transit
- Database of all relevant RTA data collected to develop an accessibility framework for the RTA in editable and easy to manipulate format (e.g. MS Excel)

##### **2. Task 2 – Coordinate the Accessibility Advisory Committee**

The RTA with the Consultant will identify stakeholders to participate in an Accessibility Advisory Committee, which will guide the work of the accessibility study. The consultant will be responsible for setting up Advisory Committee meetings. The consultant will work with the Accessibility Advisory Committee to gather their input to inform the study and present updates and final recommendations from the study for feedback.

The Consultant will establish a framework for the Committee to continue to work with NORTA in an beyond the project to support and advise NORTA on the implementation of recommendations

##### **Task 2 Deliverables**

- Set meeting times, manage meeting logistics and provide agendas for Advisory Committee meetings
- Prepare presentation materials for Advisory Committee meetings
- Incorporate feedback from the Advisory Committee into the study
- Develop a Committee Charter defining participants, role, format and framework for continue to advise NORTA as it works to implement recommendations in Task 6

### **3. Task 3 – Accessibility Framework Development**

The consultant will develop an Accessibility Framework for the RTA based on the best practices reviewed in Task 1 and initial input gained from the Accessibility Advisory Committee in Task 2. The Accessibility Framework will articulate the guiding principles and vision for Universal Accessibility standards at the RTA and will form the basis for decision-making about accessibility standards in RTA's services. The Accessibility Framework will guide the approach to achieving these standards at the RTA and shall include a prioritization mechanism to guide the sequencing of actions.

#### **Task 3 Deliverables**

- Universal Accessibility Framework document that describes the RTA's framework for universal accessibility to guide decision-making in a format that is concise and easy to use. This framework should include the prioritization mechanism to help the RTA prioritize actions related to accessibility improvements

### **4. Task 4 – Baseline Conditions Assessment**

The consultant will complete a comprehensive assessment of the current accessibility conditions at the RTA. The assessment will include, but is not limited to, the following elements:

- User experience of transit services, including fixed route bus, fixed route rail, ferry, and paratransit
- User experience of transit rider communication services, including:
  - Website
  - Mobile App
  - Customer Service "Rideline"
  - Paratransit scheduling
- System Wayfinding
- Infrastructure, including transit facilities for bus, streetcar and ferry. While transit stops in the right-of-way are being addressed through a separate process, the facilities assessment should be conducted in coordination with any transit stop accessibility activities.
- Vehicle access and amenities, including buses, streetcars, ferries and transit vehicles
- Customer service practices, addressing communication from the RTA (including operators, Rideline agents and others) to riders and stakeholders
- Tools available for riders to communicate with the RTA, including access to complaint and feedback processes, Board meetings and Riders Advisory Committee meetings
- Integration/Development of Policies, Legislation & Regulations

This assessment will also take into account the work that is already underway at the RTA, such as the Paratransit Comprehensive Operations Analysis (COA) and the ADA improvements for transit stops, as required by the 2017 consent decree. Assessment activities may include community outreach, focus groups or other engagement with RTA riders.

#### **Task 4 Deliverables**

- Baseline Conditions Assessment report, detailing the existing accessibility landscape at the RTA including the elements listed above.

### **5. Task 5 – Gap Analysis**

The consultant will utilize the established Universal Accessibility Framework from Task 3 and the Baseline Conditions Assessment from Task 4 to complete a gap analysis, identifying specific areas in the RTA riding experience where there are insufficient accessibility provisions. The gap analysis will identify the barriers that result from these gaps, the severity of the gaps, and the affected populations.

The Consultant will make updates the Universal Accessibility Framework based on this application for improving its future use by NORTA.

#### **Task 5 Deliverables**

- Gap Analysis Technical Memo, describing the accessibility gaps identified.
- Updated Universal Accessibility Framework, as needed

### **6. Task 6 – Recommendations and Next Steps**

The consultant will provide detailed recommendations describing the actions for the RTA to take to address the gaps identified through the gap analysis. Recommendations should include estimated cost and timeframe for the completion of each recommendation. Recommendations should also reflect the prioritization mechanism established in the framework development tasks.

#### **Task 6 Deliverables**

- Recommendations report, describing recommended actions, estimated resources needed for the actions, and suggested timeline for completing the recommendation.

## **IV. Budget**

The total budget for this initiative shall not exceed \$250,000



## Regional Transit Authority Solicitation Request Routing Sheet

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

|                               |                |
|-------------------------------|----------------|
| Solicitation ID               | 149            |
| ProjectSchedule Delivery Date | April 30, 2024 |
| Technical Specs attached      | No             |
| Scope of Work attached        | Yes            |

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

Name: FARLEY, JOANNA  
Title: SR. TRANSPORTATION PLANNER  
Ext: 8459

B. Name of Project, Service or Product:

Universal Accessibility Study

C. Justification of Procurement:

The New Orleans Regional Transit Authority (NORTA) is soliciting proposals from experienced firms (or teams of firms) interested in analyzing, assessing and identifying how the agency can comprehensively remove barriers to accessing its transit services and all related services, regardless of ability.

D. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant?

|                                         |  |
|-----------------------------------------|--|
| Director Grants /<br>Federal Compliance |  |
| Signature                               |  |
| Date                                    |  |

E. Information Technology:

|              |                        |
|--------------|------------------------|
| IT Dept Head | Sterlin Stevens        |
| Signature    | <i>Sterlin Stevens</i> |
| Date         | 11/6/2023 9:36 PM      |

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

Additional Safety Requirements Attached:

|           |                        |
|-----------|------------------------|
| Chief     | Michael J Smith        |
| Signature | <i>Michael J Smith</i> |
| Date      | October 31 2023        |



---

**G. Risk Management:**

Include Standard Insurance Provisions Only?

**No**

Include Additional Insurance Requirements Attached ?

|                                |                        |
|--------------------------------|------------------------|
| <b>Risk Management Analyst</b> | <b>Marc Popkin</b>     |
| <b>Signature</b>               | <i>Marc Popkin</i>     |
| <b>Date</b>                    | <b>October 31 2023</b> |

---

**H. 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:

| <b>Year</b>            | <b>Amount</b> | <b>Budget Code</b>      |
|------------------------|---------------|-------------------------|
| <b>Year-1</b>          |               | <b>1280002.7070.177</b> |
| <b>Year-2</b>          |               |                         |
| <b>Year-3</b>          |               |                         |
| <b>Year-4</b>          |               |                         |
| <b>Year-5</b>          |               |                         |
| <b>Total all years</b> |               |                         |

**Independent Cost Estimate (ICE):** **\$250,000.00****Projected Total Cost:** **\$250,000.00****Funding Type:** **Local**

|                           |              |                     |              |
|---------------------------|--------------|---------------------|--------------|
| <b>Federal Funding</b>    | <b>State</b> | <b>Local</b>        | <b>Other</b> |
|                           |              | <b>\$250,000.00</b> |              |
| <b>Projected Fed Cost</b> | <b>State</b> | <b>Local</b>        | <b>Other</b> |
|                           |              | <b>\$250,000.00</b> |              |

|                      |                         |
|----------------------|-------------------------|
| <b>FTA Grant IDs</b> | <b>Budget Codes</b>     |
|                      | <b>1280002.7070.177</b> |
|                      |                         |
|                      |                         |
|                      |                         |
|                      |                         |

|                       |                        |
|-----------------------|------------------------|
| <b>Budget Analyst</b> | <b>Eugenie Fenerty</b> |
| <b>Signature</b>      | <i>Eugenie Fenerty</i> |
| <b>Date</b>           | <b>October 27 2023</b> |



**I. DBE/SBEGoal:**

|                  |       |
|------------------|-------|
| % DBE            | 33.92 |
| % Small Business | 0     |

|                   |       |                               |
|-------------------|-------|-------------------------------|
| Director Business | Small | Adonis Charles Expose'        |
| Signature         |       | <i>Adonis Charles Expose'</i> |
| Date              |       | November 06 2023              |

|                          |                               |
|--------------------------|-------------------------------|
| DBE/EECompliance Manager | Adonis Charles Expose'        |
| Signature                | <i>Adonis Charles Expose'</i> |
| Date                     | November 06 2023              |

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

|                 |                            |
|-----------------|----------------------------|
| Department Head | Christopher H. Cook        |
| Signature       | <i>Christopher H. Cook</i> |
| Date            | October 27 2023            |

|           |                             |
|-----------|-----------------------------|
| Chief     | Dwight Daniel Norton        |
| Signature | <i>Dwight Daniel Norton</i> |
| Date      | October 31 2023             |

|                         |                               |
|-------------------------|-------------------------------|
| Director of Procurement | Ronald Gerard Baptiste        |
| Signature               | <i>Ronald Gerard Baptiste</i> |
| Date                    | November 06 2023              |

**FOR PROCUREMENT USE ONLY**

**Type of Procurement Request:**

**RFP - Request for Proposal**

**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.

|                                    |                       |
|------------------------------------|-----------------------|
| Required if Total Cost above \$15K |                       |
| Chief Financial Officer            | Gizelle Johnson-Banks |



|           |                              |
|-----------|------------------------------|
| Signature | <i>Gizelle Johnson-Banks</i> |
| Date      | November 07 2023             |

|                                    |                             |
|------------------------------------|-----------------------------|
| Required if Total Cost above \$50K |                             |
| Chief Executive Officer            | Lona Edwards Hankins        |
| Signature                          | <i>Lona Edwards Hankins</i> |
| Date                               | November 07 2023            |

**PROCUREMENT SUMMARY-RFP 2023-024**

## REQUIREMENTS

A Solicit Request Routing Sheet for Universal Accessibilty Study with attached scope of work was received by Procurement on November 20, 2023.

## SOLICITATION

Request for Proposal (RFP) No. 2023-024 Public Notice was published in The Advocate. The Public Notice and the RFP 2023-024 was posted on the RTA website beginning 11/10/23. The RFP submittal deadline was 1/17/24 at 11:00 am.

## RFP SUBMITTAL

Submittal deadline was on 1/27/24 at 11:00am. Briana Howze handled the receipt of all submissions received. One (1) proposal was received.

## DETERMINATION

One (1) responsive proposal was received.

## SUBMITTAL ANALYSIS

Respondents  
WSP

Required Forms  
ALL SUBMITTED

## SUMMARY

An Administrative Review was prepared by Briana Howze.

A technical evaluation was conducted on Wednesday March 6, 2024 at 2:00 pm. The evaluation committee consisted of the following:

Joanna Farley  
Arrione Edwards  
David Simmons  
Natasha Riley

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

WSP 366

WSP has been determined to be fair and reasonable and is recommended for award.

**Regional Transit Authority**  
Administrative Review Form

Project Name: Universal Accessibility Study

Type of Solicitation: RFP 2023-024

DBE/SBE Participation Goal: 33.92% Number of Respondents: 1

| Prime, Primary Contact and Phone Number | DBE and Non-DBE Subconsultants | DBE Commitment Percentage | Price (RFP and ITB ONLY) |
|-----------------------------------------|--------------------------------|---------------------------|--------------------------|
| WSP                                     | Meets criteria                 | 33.92%                    | \$258,281                |

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

| Prime Firm Name | Required Items             |               |                 |                 |                          |                        |                  |                              |         |
|-----------------|----------------------------|---------------|-----------------|-----------------|--------------------------|------------------------|------------------|------------------------------|---------|
|                 | LA Uniform Public Work Bid | Non-Collusion | Debarment Prime | Debarment Lower | Restrictions on Lobbying | Buy America Compliance | Participant Info | Affidavit of Fee Disposition | Addenda |
| WSP             | N/A                        | Y             | Y               | Y               | Y                        | N/A                    | Y                | Y                            | Y       |

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

Vendor Name: WSP

Certified by: Name and Title      Briana Howze, Contract Administrator

## Procurement Personnel Only

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

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

Vendor Name: WSP

Certified by: Name and Title      Briana Howze, Contract Administrator



RESOLUTION NO. 24-029

STATE OF LOUISIANA

PARISH OF ORLEANS

---

**AUTHORIZATION TO AWARD A CONTRACT TO WSP FOR THE UNIVERSAL  
ACCESSIBILITY STUDY**

---

Introduced by Commissioner Daniels, seconded by  
Commissioner Neil.

**WHEREAS**, RTA's Strategic Mobility Plan (SMP) includes action BE3: "Complete a comprehensive accessibility study to ensure that all agency activities and RTA service (bus, streetcar, ferry, stops, facilities, technology, information, communication, wheelchair safety) to reflect best practice for access and ADA"; and

**WHEREAS**, RFP 2023-024 for a Universal Accessibility Study was issued in November 2023 to complete this action so that the agency may understand how to update RTA's services, practices, and infrastructure to reflect best practices in accessibility; and

**WHEREAS**, WSP submitted the successful proposal, which was selected by the evaluation committee to complete this study; and

**WHEREAS**, the contract with WSP will be managed by the Planning Department and Universal Accessibility Study will accomplish the following deliverables:

1. Technical memo on best practices for accessibility in transit
2. Creation of and management of the Accessibility Advisory Committee
3. Universal Accessibility Framework document



RESOLUTION NO. 24-029

Page 2

4. Baseline Conditions Assessment Report
5. Gap Analysis Technical Memo
6. Recommendations Report; and

**WHEREAS**, the total project cost is **TWO HUNDRED SIXTY THOUSAND DOLLARS** (\$260,000) and is funded through RTA account 01-2800-02-7070-173-00-00-00000-00000-00.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, award WSP a contract to complete the Universal Accessibility Study.

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

|          |          |
|----------|----------|
| YEAS:    | <u>8</u> |
| NAYS:    | <u>0</u> |
| ABSTAIN: | <u>0</u> |
| ABSENT:  | <u>0</u> |

**AND THE RESOLUTION WAS ADOPTED ON THE 25th DAY OF JUNE**

---

**MARK RAYMOND  
CHAIRMAN  
BOARD OF COMMISSIONERS**



# New Orleans Regional Transit Authority

2817 Canal Street  
New Orleans, LA 70119

## Board Report and Staff Summary

File #: 24-034

Board of Commissioners

### New Orleans East Bus Wash Repairs

|                                                                                                                                                                               |                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| DESCRIPTION: Repairs to New Orleans East Bus Wash                                                                                                                             | 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 issue a contract to Ross White for an amount not to exceed \$208,000 for repairs to the New Orleans East (ENO) bus wash.

### ISSUE/BACKGROUND:

During Hurricane Ida, the ENO bus wash suffered structural damage to an exterior wall that housed all the electrical control equipment. Although the structural damage has been repaired, staff found that the wash would not power on when attempting to restart it. After the staff and the manufacturer evaluated the wash, it was determined that the control panels and electrical components sustained water damage and corrosion, rendering the wash inoperable.

### DISCUSSION:

Staff is recommending a sole-source contract to Ross White for the rehabilitation and repairs of the bus wash facility's control panel and associated electrical components. This project will involve installation by the manufacturer, automation programming, training, and updated maintenance manuals.

Bringing the bus wash online will offer several advantages. It will significantly improve efficiency by reducing the time and labor currently spent on washing paratransit vehicles by hand. Automated washing will ensure consistent cleaning standards and help maintain a high level of cleanliness across the fleet. Overall, this will lead to better service quality and operational efficiency.

### FINANCIAL IMPACT:

Grant funds are available through grant fund LA2021-031. The estimated project cost is \$208,000.

### NEXT STEPS:

Once approved staff will work to issue a purchase order.

### ATTACHMENTS:

1. Resolution
2. Procurement routing
3. Quote/Contract

Prepared By: Ryan Moser  
Title: Chief of Asset Management

Reviewed By: Gizelle Banks  
Title: Chief Financial Officer



Lona Edwards Hankins  
Chief Executive Officer

4/30/2024

Date



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

**FOR PROCUREMENT USE ONLY:**

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

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

2. This acquisition is restricted to the following source:

| <b>MANUFACTURER</b>                     |                                    |
|-----------------------------------------|------------------------------------|
| Manufacturer Name                       | Ross and White                     |
| Manufacturer Address                    | 1090 Alexander Court, BOX          |
| Manufacturer's Dealer/Representative    | Chris Leineke                      |
| Dealer/Representative address and Phone | 1090 Alexander Court, 734-476-7783 |

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

| <b>DESCRIPTION</b>         |                |
|----------------------------|----------------|
| Materials/Services/Product | Ross and White |
| Estimated Cost             | \$208,000.00   |
| Required Delivery Date     | April 30, 2024 |

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

ENO Bus Wash Panels need to be replaced for the Bus Wash to operate properly. Being that the Bus Wash has been out of service for years, replacing the panels will be the initial step to getting the bus wash to function properly for our buses.

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 #  | 167                     |
| Name          | LAMOTHE-LODGE, SHIRELLE |
| Title         | FACILITIES MANAGER      |
| RTA Extention | 8482                    |

LAMOTHE-LODGE, SHIRELLE

April 4, 2024

**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: Shirelle LaMothe-Lodge**

Shirelle LaMothe-Lodge

April 04 2024

**Signature**

**Date**

**B. Certification of Authorized Grant:**

Is this item/specification consistent with the Authorized Grant?

**Yes**

**Director of Grants/ Federal Compliance : Ronald Gerard Baptiste**

Ronald Gerard Baptiste

April 08 2024

**Signature**

**Date**

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

Additional Safety Requirements Attached

**Chief: Michael J. Smith**



Michael J. Smith

Signature

April 10 2024

Date

---

**Risk Management:**

Include Standard Insurance Provisions Only?

true

Include Additional Insurance Requirements Attached ?

false

Risk Management Analyst: **Marc L Popkin**

Marc L Popkin

Signature

April 10 2024

Date

---

**D. Funding Source:**

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

Multiple Years allocation if required:

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

Estimated Amount: **\$208,000.00**

Total Estimated Cost: **\$208,000.00**

Funding Type: **Federal**

Capital/Grant Project ID: **2019-FA-01**

| Federal Funding     | State | Local | Other |
|---------------------|-------|-------|-------|
| <b>\$208,000.00</b> |       |       |       |
| Projected Fed Cost  | State | Local | Other |
| <b>\$208,000.00</b> |       |       |       |

| FTA Grant IDs | Budget Codes |
|---------------|--------------|
|---------------|--------------|



|                     |  |
|---------------------|--|
| LA2021-031.11.44.02 |  |
|                     |  |
|                     |  |
|                     |  |

**Budget Analyst:**

**Signature**

**Date**

---

**E. DBE/SBE GOAL:**

|   |                  |
|---|------------------|
| 0 | % DBE            |
| 0 | % Small Business |

**Director of Small Business Development:**

**Adonis Charles Expose'**

Adonis Charles Expose'

**Signature**

April 10 2024

**Date**

**DBE/EEO Compliance Manager::**

**Adonis Charles Expose**

Adonis Charles Expose

**Signature**

April 10 2024

**Date**

---

**F. Information Technology Vetting:**

**IT Director: Sterlin Stevens**

Sterlin Stevens

**Signature**

April 10, 2024

**Date**

---

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

**Chief: Ryan Moser**

Ryan Moser

**Signature**

April 09 2024

**Date**

---

**Director of Procurement: Ronald Baptiste Jr**

Ronald Baptiste Jr

**Signature**

April 10 2024

**Date**

---

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

Gizelle Johnson-Banks

Gizelle Johnson-Banks

April 12 2024



Signature

Date

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

---

**Lona Edwards Hankins**

*Lona Edwards Hankins*

Signature

April 12 2024

Date



## QUOTATION

New Orleans Regional Transit Authority  
New Orleans, LA

Attn. Shirelle LaMothe-Lodge

### **SUBJECT: ENO Bus Wash/Master Control Panel**

*We propose to furnish the ROSS & WHITE equipment, parts or accessories, and/or services at prices hereinafter stated for acceptance within 90 days.*

Install (2) new master control panels, one for each bus wash lane ENO bus wash location. New Orleans Transit.

Panels will be installed programmed with start up and training by Tom Allen at Ross and White.

Price: Master Control Panel with reclaim functions: \$58,000.00 each lane.

Panels: \$116,000.00  
Installation: \$80,000.00  
Startup: \$12,000.00

Total: \$208,000.00 Shipped and Startup

System to include 1 set operation and maintenance manual and 1 electronic copy, with system startup and training of owner's personnel.

All power services as required for operation of the system to be provided by owner. Power (Full Load Amps) must be brought to our panel or disconnect next to our panel by NORTA/Owner

Terms: 25% due with order  
25% due at drawing approval.  
40% due before shipping or when product lands at site.  
10% due when installation, start-up and training are complete.

Delivery: submittals 30 days from date of order, shipment 3—6 months from receipt of approved submittal.  
Installation 2-3 weeks.



1090 Alexander Court, Box 970  
Cary, IL 60013-0970  
Phone: (847) 516-3900 • (800) 684-9901

Fax No.: (847) 516-3989  
Web Address: [WWW.ROSSANDWHITE.COM](http://WWW.ROSSANDWHITE.COM)  
E-Mail: [SALES@ROSSANDWHITE.COM](mailto:SALES@ROSSANDWHITE.COM)

If you have any questions, please call or email.

Best regards,  
Chris Leineke,  
Ross and White,  
734-476-7783 cell

---

ACCEPTED

Company Name \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_ Title \_\_\_\_\_

ROSS & WHITE COMPANY

*Serving the transportation industry since 1933.*

By \_\_\_\_\_

Date \_\_\_\_\_ Title \_\_\_\_\_



1090 Alexander Court, Box 970  
Cary, IL 60013-0970  
Phone: (847) 516-3900 • (800) 684-9901

Fax No.: (847) 516-3989  
Web Address: [WWW.ROSSANDWHITE.COM](http://WWW.ROSSANDWHITE.COM)  
E-Mail: [SALES@ROSSANDWHITE.COM](mailto:SALES@ROSSANDWHITE.COM)



RESOLUTION NO. 24-030

STATE OF LOUISIANA  
PARISH OF ORLEANS

---

**AUTHORIZATION TO AWARD A CONTRACT TO ROSS AND WHITE FOR THE NEW ORLEANS EAST BUS WASH REPAIR**

---

Introduced by Commissioner Daniels, seconded by Commissioner Neal.

**WHEREAS**, the bus wash located at the New Orleans East maintenance facility sustained damage during Hurricane Ida; and

**WHEREAS**, The agency is in need to make repairs to the New Orleans East bus wash control panel and electrical components; and

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

**WHEREAS**, staff evaluated all cost components submitted by Ross and White which was a Sole Source Procurement and determined the price to be fair reasonable; and

**WHEREAS**, it is the opinion of the RTA Board of Commissioners that the repair of the New Orleans East bus wash is critical to maintaining the function, reliability, and support of paratransit operations on behalf of the Regional Transit Authority; and

**WHEREAS**, funding for the above repairs is made available through Grant LA2021-031.11.44.02 for an amount not to exceed TWO HUNDRED EIGHT THOUSAND DOLLARS (\$208,000);

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the RTA that the Chairman of the Board, or his designee, is authorized to execute a contract with Ross and White for the repairs to the New Orleans East Bus wash.

**RESOLUTION NO. 24-030**

**Page 2**

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

|                 |          |
|-----------------|----------|
| <b>YEAS:</b>    | <b>8</b> |
| <b>NAYS:</b>    | <b>0</b> |
| <b>ABSTAIN:</b> | <b>0</b> |
| <b>ABSENT:</b>  | <b>0</b> |

**AND THE RESOLUTION WAS ADOPTED ON THE 25<sup>th</sup> DAY OF JUNE, 2024.**



---

**Mark Raymond, Jr  
CHAIRMAN  
RTA BOARD OF COMMISSIONERS**



# New Orleans Regional Transit Authority

2817 Canal Street  
New Orleans, LA 70119

## Board Report and Staff Summary

File #: 24-035

Board of Commissioners

### Canal Street Bus Wash Replacement

|                                                                                                                                                                               |                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| DESCRIPTION: Replacement of the Canal Street bus wash                                                                                                                         | AGENDA NO: Click or tap here to enter text. |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other |                                             |

### RECOMMENDATION:

To authorize the Chief Executive Officer to award a contract to Westmatic Corporation for the purchase of a replacement bus wash system at the Canal Street maintenance facility not to exceed cost of \$528,367.

### ISSUE/BACKGROUND:

The Canal Street maintenance facility has been the primary maintenance hub for fixed-route buses since Hurricane Katrina. It has accommodated up to 150 buses at a time over the years. Each night, our fleet undergoes servicing, which includes fueling the buses, emptying fare box vaults, cleaning the bus interiors, and sending the buses through an automated exterior cleaning wash. Over the years, our facilities maintenance team has been able to maintain and service this bus wash. However, in the past year, the bus wash has surpassed its useful life and is no longer able to service our buses effectively. Staff have received quotes from the manufacturer for repairs, but refurbishment costs are now exceeding the cost of purchasing a new bus wash.

### DISCUSSION:

With the bus wash currently out of service, our bus hosters (service and cleaning team) are washing buses by hand, servicing approximately 80 buses each night. Staffing levels in this area are designed to support operations when the bus wash is functional. Hand washing buses adds significant time to daily tasks.

Implementing a new bus wash will bring several advantages to our operations. First, it will increase efficiency by streamlining the cleaning process, allowing for more buses to be serviced in less time. This will free up valuable staff hours to focus more on the interior of the vehicles. Additionally, the consistent and automated cleaning process will ensure that our buses are thoroughly and uniformly cleaned, resulting in a higher-quality appearance for our fleet.

The improved exterior cleaning will not only enhance the visual appeal of our buses but will also contribute to a better experience for our passengers. A well-maintained and clean fleet reflects positively on our agency and helps build trust with our riders. Overall, a new bus wash will support the agency's commitment to providing reliable and efficient service to our community.

To acquire the new bus wash, our agency conducted a competitive solicitation through Invitation for

Bid (IFB) 2024-008. The pricing received was deemed by staff to be fair and reasonable, ensuring that we secure the best value for our investment. This process ensures transparency and accountability in our procurement practices.

**FINANCIAL IMPACT:**

The funding for this project is made available through local account code 01-0000-00-1151 in the amount of \$528,367.

**NEXT STEPS:**

Once approved staff will issue a notice to proceed to the vendor and we will begin the project.

**ATTACHMENTS:**

1. Resolution
2. Procurement summary
3. Routing Authorization

Prepared By: Ryan Moser  
Title: Chief of Asset Management

Reviewed By: Gizelle Banks  
Title: Chief Financial Officer



Lona Edwards Hankins  
Chief Executive Officer

5/17/2024

Date



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

STATE OF LOUISIANA  
PARISH OF ORLEANS

---

**AUTHORIZATION TO AWARD A CONTRACT TO WESTMATIC CORPORATION FOR  
THE CANAL STREET FACILITY BUS WASH REPLACEMENT**

---

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

**WHEREAS**, the bus wash was located at the Canal Street maintenance facility has worn out and is in need of a replacement; and

**WHEREAS**, the agency issued a competitive solicitation for the replacement of the bus wash through IFB 2024-008; and

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

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

**WHEREAS**, it is the opinion of the RTA Board of Commissioners that the replacement of the Canal St. bus wash is critical to maintaining the function, reliability, and support of fixed-route operations on behalf of the Regional Transit Authority; and

**WHEREAS**, funding for the above project is made available through local account code 01-0000-005-151 in the amount not to exceed **FIVE HUNDRED TWENTY-EIGHT THOUSAND THREE HUNDRED SIXTY-SEVEN (\$528,367) DOLLARS**;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the RTA that the Chairman of the Board, or his designee, is authorized to execute a contract with Westmatic Corporation for the replacement of the Canal St. Bus wash

Resolution No. \_\_\_\_\_

Page 2

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 \_\_\_\_<sup>th</sup> DAY OF MONTH, 2024.

\_\_\_\_\_  
Mark Raymond, Jr.  
CHAIRMAN  
RTA BOARD OF COMMISSIONERS

## **PROCUREMENT SUMMARY-IFB 2024-008**

### **REQUIREMENTS**

The CEO approved Solicitation Request Routing Sheet dated 2/28/2024 with attached technical specifications was received by the Procurement Department to procure Bus Wash Replacement. There was a no DBE goal established for this solicitation per the RTA Routing Sheet.

#### Procurement Policy:

The Independent Cost Estimate for this procurement is \$550,000.00 for six months, which exceeds the Small Purchase threshold of \$25,000 therefore in compliance with the Regional Transit Authority of New Orleans Procurement Policies and Procedures Manual, Section VII.B. This procurement shall be conducted through formal advertisement (competitive means).

#### Procurement Method:

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

### **SOLICITATION**

Invitation for Bids (IFB) No. 2024-008 Public Notice was published in the The Advocate. The Public Notice and the IFB 2024-008 were posted on the RTA website beginning 3/4/2024. The IFB submittal deadline was 4/5/2024 at 2:00 pm.

### **IFB SUBMITTAL**

Bid Opening was held on 4/5/2024 at 2:00 pm. Shaun Temple handled the receipt of all submissions received. Two (3) bids were received.

### **DETERMINATION**

Two (3) bids were determined responsive and provided all required documents.

### **SUBMITTAL ANALYSIS**

|                       |              |
|-----------------------|--------------|
| Westmatic Corporation | \$528,367.00 |
| N/S Corporation       | \$567,876.00 |
| InterClean Equipment  | \$630,105.00 |

### **SUMMARY**

Based on the information above the Bids received were prepared and sent to Procurement Director for further review. An Administrative Review Form was prepared by Shaun Temple Contract Administrator.

Procurement Department: Recommend award be made to lowest responsive/responsible bidder, Westmatic Corporation is the lowest responsible bidder and it is in the best interest of RTA to award this bid to Westmatic Corporation. I recommend this bid be award to Westmatic Corporation.



## Regional Transit Authority Solicitation Request Routing Sheet

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

|                               |               |
|-------------------------------|---------------|
| Solicitation ID               | 165           |
| ProjectSchedule Delivery Date | April 1, 2024 |
| Technical Specs attached      | No            |
| Scope of Work attached        | Yes           |

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

Name: WASHINGTON, AMANDA

Title: ADMINISTRATIVE ANALYST OPERATIONS

Ext: 8408

B. Name of Project, Service or Product:

Bus Wash Replacement - Canal Facility

C. Justification of Procurement:

The Canal Facility Bus Wash System is in complete disrepair and requires replacement.

D. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant?

|                                         |  |
|-----------------------------------------|--|
| Director Grants /<br>Federal Compliance |  |
| Signature                               |  |
| Date                                    |  |

E. Information Technology:

|              |                          |
|--------------|--------------------------|
| IT Dept Head | Sterlin J Stevens        |
| Signature    | <i>Sterlin J Stevens</i> |
| Date         | 2/29/2024 4:06 AM        |

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

Additional Safety Requirements Attached:

|           |                         |
|-----------|-------------------------|
| Chief     | Michael J. Smith        |
| Signature | <i>Michael J. Smith</i> |
| Date      | February 28 2024        |



#### G. Risk Management:

Include Standard Insurance Provisions Only?

No

Include Additional Insurance Requirements Attached ?

|                         |                      |
|-------------------------|----------------------|
| Risk Management Analyst | Marc L Popkin        |
| Signature               | <i>Marc L Popkin</i> |
| Date                    | February 28 2024     |

#### H. 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 | Budget Code                          |
|-----------------|--------|--------------------------------------|
| Year-1          |        | 01-0000-00-1511-000-00-000000-000000 |
| Year-2          |        |                                      |
| Year-3          |        |                                      |
| Year-4          |        |                                      |
| Year-5          |        |                                      |
| Total all years |        |                                      |

Independent Cost Estimate (ICE): \$550,000.00

Projected Total Cost: \$550,000.00

Funding Type: Local

| Federal Funding    | State | Local        | Other |
|--------------------|-------|--------------|-------|
|                    |       | \$550,000.00 |       |
| Projected Fed Cost | State | Local        | Other |
|                    |       | \$550,000.00 |       |

| FTA Grant IDs | Budget Codes                         |
|---------------|--------------------------------------|
|               | 01-0000-00-1511-000-00-000000-000000 |
|               |                                      |
|               |                                      |
|               |                                      |
|               |                                      |

|                |                             |
|----------------|-----------------------------|
| Budget Analyst | Dwight Daniel Norton        |
| Signature      | <i>Dwight Daniel Norton</i> |
| Date           | February 28 2024            |

#### I. DBE/SBEGoal:

|       |   |
|-------|---|
| % DBE | 0 |
|-------|---|



|                  |   |
|------------------|---|
| % Small Business | 0 |
|------------------|---|

|                   |       |                               |
|-------------------|-------|-------------------------------|
| Director Business | Small | Adonis Charles Expose'        |
| Signature         |       | <i>Adonis Charles Expose'</i> |
| Date              |       | February 28 2024              |

|                           |  |                               |
|---------------------------|--|-------------------------------|
| DBE/EE Compliance Manager |  | Adonis Charles Expose'        |
| Signature                 |  | <i>Adonis Charles Expose'</i> |
| Date                      |  | February 28 2024              |

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

|                 |  |                   |
|-----------------|--|-------------------|
| Department Head |  | Ryan moser        |
| Signature       |  | <i>Ryan moser</i> |
| Date            |  | February 23 2024  |

|           |  |                   |
|-----------|--|-------------------|
| Chief     |  | Ryan Moser        |
| Signature |  | <i>Ryan Moser</i> |
| Date      |  | February 28 2024  |

|                      |    |                               |
|----------------------|----|-------------------------------|
| Director Procurement | of | Ronald Gerard Baptiste        |
| Signature            |    | <i>Ronald Gerard Baptiste</i> |
| Date                 |    | February 29 2024              |

#### FOR PROCUREMENT USE ONLY

##### Type of Procurement Request:

##### IFB - Invitation for BiD

**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.

|                                    |                              |
|------------------------------------|------------------------------|
| Required if Total Cost above \$15K |                              |
| Chief Financial Officer            | Gizelle Johnson-Banks        |
| Signature                          | <i>Gizelle Johnson-Banks</i> |
| Date                               | March 02 2024                |



---

|                                    |                     |
|------------------------------------|---------------------|
| Required if Total Cost above \$50K |                     |
| Chief Executive Officer            | Lona Hankins        |
| Signature                          | <i>Lona Hankins</i> |
| Date                               | March 02 2024       |



## Board Report and Staff Summary

File #: 24-044

Board of Commissioners

### CleverVision Replacement Pilot

|                                                                                                                                                                               |                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| DESCRIPTION: ClearVision Replacement Project                                                                                                                                  | AGENDA NO: Click or tap here to enter text. |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other |                                             |

### RECOMMENDATION:

Authorize the Chief Executive Officer to award a purchase order to Clever Devices in the amount of \$138,469 for a total of 10 Clever Vision monitors for streetcars, including engineering and installation costs.

### ISSUE/BACKGROUND:

In 2017, Clever Devices became the selected vendor for the RTA's ITS (Intelligent Transit Systems). These components include our CAD/AVL (computer-assisted dispatch/automated vehicle location) software, the IVN hardware, APC (Automatic People Counter), GPS Location, and CleverVision Monitor. The CleverVision Monitor is used to display real-time information about our buses, as well as public messaging and service announcements.

Over the years, some of these components have reached a life cycle age where manufacturers either quit producing the product or quit supporting it. With our bus fleets, we have been able to replace many of these components as we retire and replace our vehicles. On our street cars, we keep them much longer, and in the case of the historical Perley-Thomas cars, we will work to keep them in service for many years to come.

### DISCUSSION:

Some products, such as the CleverVision Monitor, have reached the end of their manufacturer life cycle and necessitate replacement. This project aims to initiate the replacement of CleverVision Monitors by facilitating engineering and design for our streetcars, ensuring that the same footprint is maintained for our historical cars. These systems must also be compatible with our existing Clever Devices hardware utilized across our various fleet modes.

The new upgraded generation monitor will debut on our new buses that are anticipated to be delivered in September (included with the bus purchase price), and these monitors will be compatible with our new IVN 5 Clever Control Computer. Buses equipped with old, end-of-life monitors will undergo a seamless transition to the new generation monitors. However, our streetcars still operate on the original version of the IVN (IVN-R), which has not yet reached end-of-life status and is not currently upgradeable, some compatibility engineering will be necessary with the new version of the monitors.

This sole-source arrangement with Clever Devices will initiate the pilot program for our streetcars. It will cover the procurement of a total of 10 monitors for use on 5 streetcars (2 per car). This procurement will encompass initial engineering and compatibility assessments. If the pilot program is successful, the agency will work to roll out an initiative for all the streetcars. The anticipated useful life for these new units is 7 years with a manufacture warranty of one year.

**FINANCIAL IMPACT:**

Funding is made available through local capital funds account 2024-FL-02 local fund, in the amount of \$138,469.

**NEXT STEPS:**

Once approved staff will issue a purchase order and begin the pilot initiative.

**ATTACHMENTS:**

1. Resolution
2. Sole Source Justification routing
3. Vendor Quote and terms

Prepared By: Elliott Amsbaugh  
Title: Fleet Technology Manager

Reviewed By: Ryan Moser  
Title: Chief Asset Management Officer

Reviewed By: Gizelle Banks  
Title: Chief Financial Officer



Lona Edwards Hankins  
Chief Executive Officer

6/5/2024

Date



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

STATE OF LOUISIANA

PARISH OF ORLEANS

---

**AUTHORIZATION TO AWARD A PURCHASE ORDER TO CLEVER DEVICES FOR A  
CLEVER VISION REPLACEMENT MONITORS**

---

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

**WHEREAS**, the Regional Transit Authority (RTA) needs to purchase clever vision monitors, engineering, and installation; and

**WHEREAS**, the agency's streetcar clever vision monitors have reached their end of life and require replacement; and

**WHEREAS**, This procurement will provide design engineering for compatibility with our current system in the streetcars as well as physical mounting of the monitors to preserve the original mounting locations and restrictions; and

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

**WHEREAS**, Clever Devices is a Sole Source Procurement that utilizes proprietary technology, and ensures the same equipment is used for fleet compatibility a sole source to clever devices is required; and



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

Page 2

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

**WHEREAS**, funding for the above-stated project is made available through local funding 2024-FL-02 in the amount not to exceed ONE HUNDRED THIRTY EIGHT THOUSAND FOUR HUNDRED SIXTY-NINE (\$138,469); and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the RTA that the Chairman of the Board, or his designee, is authorized to execute a contract with Clever Devices for the Clevevision replacement pilot project.

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

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

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

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

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

**AND THE RESOLUTION WAS ADOPTED ON THE \_\_\_\_ DAY OF \_\_\_\_.**

---

**MARK RAYMOND 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:

| MANUFACTURER                            |                                                   |
|-----------------------------------------|---------------------------------------------------|
| Manufacturer Name                       | CleverDevices                                     |
| Manufacturer Address                    | 300 crossways park drive, Woodbury New York 11797 |
| Manufacturer's Dealer/Representative    | Mark Jason                                        |
| Dealer/Representative address and Phone | 300 crossways park drive, Woodbury New York 11797 |

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

| DESCRIPTION                |               |
|----------------------------|---------------|
| Materials/Services/Product | CleverDevices |
| Estimated Cost             | \$138,469.00  |
| Required Delivery Date     | June 1, 2024  |

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

Replacement monitors must work with on-board ITS equipment manufactured by CleverDevices. System works in unison with existing GPS to provide route progression and content displayed comes from proprietary desktop software.

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**

**Substantial Duplication Costs**

**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 #  | 154                      |
| Name          | AMSBAUGH, ELLIOT         |
| Title         | FLEET TECHNOLOGY MANAGER |
| RTA Extention | 7900                     |

AMSBAUGH, ELLIOT

March 5, 2024

**Requestor**

**Date**

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

**Department Head: Ryan Moser**

Ryan Moser

May 09 2024

**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

Signature

May 10 2024

Date

---

**Risk Management:**

Include Standard Insurance Provisions Only?

true

Include Additional Insurance Requirements Attached ?

false

**Risk Management Analyst:** Marc L Popkin

Marc L Popkin

Signature

May 13 2024

Date

---

**D. Funding Source:**

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

Multiple Years allocation if required:

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

**Estimated Amount:** \$138,469.00

**Total Estimated Cost:** \$138,469.00

**Funding Type:** Local

**Capital/Grant Project ID:** 2024-FL-02

| Federal Funding    | State | Local        | Other |
|--------------------|-------|--------------|-------|
|                    |       | \$138,469.00 |       |
| Projected Fed Cost | State | Local        | Other |
|                    |       | \$138,469.00 |       |

| FTA Grant IDs | Budget Codes |
|---------------|--------------|
|---------------|--------------|



|  |                                       |
|--|---------------------------------------|
|  | 01-0000-00-1501-000-00-00-00000-00000 |
|  |                                       |
|  |                                       |
|  |                                       |

Budget Analyst: **Eugenie Fenerty**

Eugenie Fenerty

Signature

May 09 2024

Date

---

**E. DBE/SBE GOAL:**

|   |                  |
|---|------------------|
| 0 | % DBE            |
| 0 | % Small Business |

Director of Small Business Development:

**Adonis Charles Expose**

Adonis Charles Expose

Signature

May 13 2024

Date

DBE/EEO Compliance Manager::

**Adonis Charles Expose**

Adonis Charles Expose

Signature

May 13 2024

Date

---

**F. Information Technology Vetting:**

IT Director: **Sterlin J. Stevens**

Sterlin J. Stevens

Signature

May 13, 2024

Date

---

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

Chief: **Ryan Moser**

Ryan Moser

Signature

May 10 2024

Date

---

Director of Procurement: **Ronald Gerard Baptiste**

Ronald Gerard Baptiste

Signature

May 13 2024

Date

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

Gizelle Johnson-Banks



Gizelle Johnson-Banks  
Signature

May 13 2024  
Date

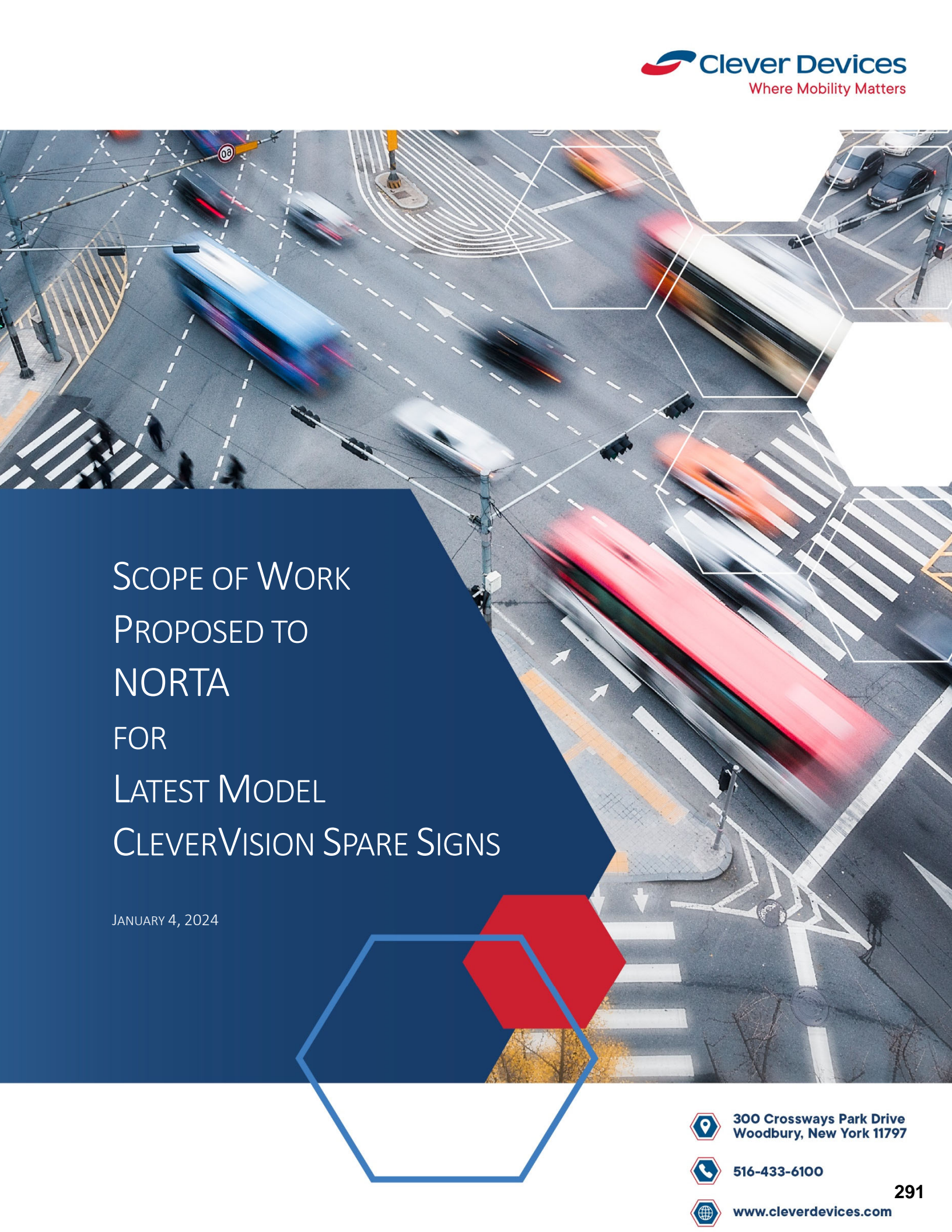
Chief Executive Officer:: Required if Total Cost above \$50K

---

Lona Edwards Hankins  
Lona Edwards Hankins  
Signature

May 13 2024  
Date

---



# SCOPE OF WORK PROPOSED TO NORTA FOR LATEST MODEL CLEVERVISION SPARE SIGNS

JANUARY 4, 2024



300 Crossways Park Drive  
Woodbury, New York 11797



516-433-6100



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

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## 1 INTRODUCTION

Clever Devices proposes the following scope of work for NORTA to provide five (5) spare “kits” of our latest model Gen 2 CleverVision signs for use on NORTA Streetcars. In the sections below, we outline the proposed solution, general project tasks, and responsibilities. Project details will be agreed upon with NORTA, and further documentation will be provided with the signing of a Purchase Order (PO). Section 4 contains the proposed pricing and terms of sale for this solution.

## 2 PROJECT DESCRIPTION

NORTA has Gen1 37" CleverVision signs installed on the streetcars, which use IVN-Rs. The Gen1 CV product is no longer supported and although NORTA has a few remaining spares, they want to acquire additional current generation 2 replacement kits, in order to convert some of the streetcar installations in anticipation of any issues.

Unfortunately, due to incompatibility with cabling, interfaces, and bracketry, Gen 2 signs cannot be directly swapped in for Gen 1 signs. Additional cabling, interfaces and potentially newly designed brackets will be required to perform the replacement. Furthermore, it is important to note that Gen 1 and Gen 2 signs cannot be mixed on the same vehicle/installation. If a Gen1 sign is replaced with a Gen 2 spare, both signs on the vehicle will need to be replaced. In other words, if the Gen 1 Primary sign or Secondary sign fails on a Streetcar, and NORTA does not have any Gen 1 spares remaining, it would be necessary to replace BOTH signs and all bracketry and necessary cabling with the Gen 2 Retrofit Kit. As a side note, this would add another Gen 1 sign (whichever one that was still working) to the Spare Pool.

For compatibility with the IVN-R units onboard the Streetcars, the Gen 2 CleverVision solution will require one (1) Primary sign with controller processor, and one (1) secondary sign. The following Gen 2 sign part numbers will be provided:

- 241-300-37PB00 Primary 60G
- 241-300-37SB00 Secondary

For the Engineering Work portion of the project, Clever Devices Application Engineers will travel to NORTA to perform Bus Type Engineering (BTE). This will entail inspecting the current installation and design on the three (3) distinct Streetcar types. At this time the necessary harness cable adaptations and replacements required to support the Gen 2 replacement signs will be determined and finalized so that they can be properly built for the spare kits.

Our understanding is the installation bracket for the signs is slightly different on each of the Streetcar types. Currently, without doing the BTE work, it is unknown if the existing bracketry in place today will be compatible with the new signs or will need to be replaced on some or all bus types. Therefore, we have provided a separate unit price item in the pricing section to show the cost for new bracketry, should it be required. If required, Clever Devices will work with NORTA to determine the appropriate quantity of spare brackets to have available when needed.

Please note that the associated SW licenses are not included as it is understood that these would be replacing an existing Gen 1 Primary/Secondary Set which has already been licensed for use and the license will transfer to the new Gen 2 solution.

### 3 PROJECT MANAGEMENT / IMPLEMENTATION

Clever Devices will assign a project manager for this project. The project manager will manage the coordination of the internal Clever Devices team, including deliverables tracking, meetings, invoicing, and other communication between Clever Devices and the NORTA Project Manager for this project.

#### 3.1 PROJECT TASKS

Project milestones will be agreed upon with NORTA. A detailed Project Schedule, including the identification of major milestones, will be provided after the signing of the PO.

Notes and Assumptions:

- Current Pricing reflects:
  - **Sign Hardware Line Item:** 37" CleverVision Gen 2 Retrofit/Replacement Kits (Qty 5).
  - **Engineering Work:** Engineering work to Design replacement cables, installation instructions, new bracketry (if necessary), and providing onsite installation supervision/oversite plus post installation ATP (per Vehicle).
  - **Optional Installation:** Clever Device staff will perform the installation instead of NORTA.
- Pricing assumes that:
  - Clever Devices can design/fabricate a single installation conversion kit (which includes the same bracketry, cabling, hardware, etc.) compatible for each of the three (3) Vehicle Types. If this assumption is invalid, NORTA will need to determine the quantity of Spare kits desired for each Streetcar type (Which might exceed a total of five [5]).
  - Unless Installation Option is exercised, NORTA will be doing the retrofit conversion installation on a per vehicle basis based on Clever Devices installation manual. Clever Devices has also included support in the form of onsite installation supervision/oversite plus post-installation ATP for that vehicle conversion.
  - NORTA is aware that Gen 1 signs are not interchangeable with Gen 2 signs (i.e., if the Gen 1 Primary or Secondary sign fails on a Streetcar, and no Gen 1 spares exist, then it will be necessary to replace BOTH Primary & Secondary signs using the CleverVision Gen 2 Retrofit/Replacement Kits.
- NORTA is responsible for assuring the vehicles are fully functional at time of the vehicle installation, regardless of who will be doing the installations.
- Pricing does not include any other hardware/software upgrades or integration not explicitly mentioned in this SOW.
- With the exception of BTE work, all project meeting/reviews (i.e., Kickoff, Design, etc.) will be done remotely.
- During the procurement phase (approximately six (6) months), the project will be on pause with no meetings or follow-up activities. Once the material ships to NORTA, Clever Devices will resume project activities with NORTA.
- The existing Content Manager template will be used as this is a hardware replacement project.
- Estimated Project Durations:
  - Eight (8) to nine (9) months (with material lead-time estimated at six (6) to seven (7) months).
  - An additional two (2) weeks for Clever Devices provided Installation.
- Clever Devices standard process for delivering material/deployments will be followed.

## 4 PRICING

### 4.1 CONFIDENTIAL QUOTATION

|          |                                                |             |                                             |
|----------|------------------------------------------------|-------------|---------------------------------------------|
| ATTN:    | Elliot Amsbaugh                                | DATE:       | January 4, 2024                             |
| COMPANY: | New Orleans Regional Transit Authority (NORTA) | FAX:        |                                             |
| EMAIL:   | eamsbaugh@rtaforward.org                       | OPP ID #:   | 006Qh0000020n4T                             |
|          |                                                | PR # in SF: | 8603                                        |
| ADDRESS: | (504) 827-7900                                 | RE:         | NORTA - Five Streetcar<br>CleverVision Kits |
| PHONE:   |                                                |             |                                             |

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

| Item                    | Qty | Description                                                                                                                          | Unit Price  | Extended Price      |
|-------------------------|-----|--------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------------|
| <b>Sign Hardware</b>    |     |                                                                                                                                      |             |                     |
| 1                       | 5   | CleverVision Kit<br><u>Includes:</u><br>- 37" Primary CleverVision Screen<br>- 37" Secondary CleverVision Screen<br>- Wiring Harness | \$10,226.00 | \$51,130.00         |
| <b>Engineering Work</b> |     |                                                                                                                                      |             |                     |
| 2                       | 1   | New Mounting Bracket Hardware                                                                                                        | \$4,088.00  | \$4,088.00          |
| 3                       | LOT | Design Harness Adaptations & Mounting Bracket, Configuration, Testing & Installation Supervision                                     | \$20,536.00 | \$20,536.00         |
| 4                       | LOT | Bus Type Engineering for 3 Streetcar Types & Documentation                                                                           | \$39,642.00 | \$39,642.00         |
| <b>Total</b>            |     |                                                                                                                                      |             | <b>\$115,396.00</b> |
| <b>Option Items</b>     |     |                                                                                                                                      |             |                     |
| 5                       | LOT | Installation                                                                                                                         | \$23,073.00 | \$23,073.00         |

#### Notes:

- Unit Prices provided only apply to the purchase of the quantities defined. Unit Prices may vary if quantities are adjusted as Unit Prices may include fixed costs or quantity discounts which can be affected by changes in quantity.

#### Payment Milestones:

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

## 4.2 CLEVER DEVICES' STANDARD TERMS AND CONDITIONS OF SALE

Note these terms may not be applicable to existing customers. If this quote is for an amendment to an existing agreement, all the terms and conditions of your valid agreement with Clever Devices remain in full force and effect.

### 4.2.1.1 APPLICABLE TO SOFTWARE LICENSE PURCHASES ONLY

#### Requirement for End User License Agreement

- Purchaser acknowledges that Clever Devices Ltd. ("Clever Devices") perpetually licensed software is sold subject to acceptance of the terms of the End User Licensing Agreement ("EULA"):  
[http://www.cleverdevices.com/wp-content/uploads/2021/04/Clever-Devices\\_EULA\\_RV20210428.pdf](http://www.cleverdevices.com/wp-content/uploads/2021/04/Clever-Devices_EULA_RV20210428.pdf)
- Any entity procuring Clever Devices licensed products which is not the end user of the licensed product ("Non-End User"), such as but not limited to an Original Equipment Manufacturer to which Clever Devices is a supplier, is obligated to provide Clever Devices with the EULA (covering the software licenses associated with the contents of this quotation/proposal) signed by an authorized official of the End User. Failure by a Non-End User to provide such a properly executed Clever Devices EULA to Clever Devices shall make the Non-End User liable for any misappropriation or misuse of Clever Devices' products and be subject to damages as defined in the EULA.

#### Obligations of Non-End User Procuring Entities

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

### 4.2.2 GENERAL

- All Purchase Orders must be sent to the following email address:  
customerPO@cleverdevices.com
- Prices are quoted in USD unless otherwise specified.
- Prices do not include shipping, sales tax, or duties, which will be added if applicable.
- Unit Prices are good only for the total number of units quoted. Lesser quantities may command a higher per unit cost because of certain fixed costs contained in the quote.
- Prices quoted herein are valid for ninety (90) days from the date of quotation or proposal and are applicable to the quantities covered by this quotation; any change in quantity, delivery, or elimination of one or more items may require a revision to the prices quoted. Clever Devices reserves the right to update pricing and schedule if the quote is not exercised within the validity time period.
- Orders for one (1) bus set (i.e. pilot bus) must be part of a complete quantity order or must be accompanied by a Letter of Intent to order the entire quoted quantity.
- Clever Devices shall be paid for the items quoted above as follows:
  - Payment terms are net thirty (30) days from the date of shipment or when rendered services are completed, subject to prior approval of our Credit Department.
  - No customer account shall be credited for parts returned without prior written authorization from Clever Devices and receipt of such goods.
  - Clever Devices' General Terms and Limits of Liability apply.

- Unless specifically advised in the quote, lead time for Hardware and Services will be as advised by Clever Devices upon receipt of order. Standard lead time for hardware is sixteen (16) weeks from receipt of order, but Clever Devices stocks standard parts and, if available, the order will be shipped earlier. Delivery is F.O.B. Clever Devices Ltd., 300 Crossways Park Drive, Woodbury, NY 11797.
- Clever Devices reserves the right, without advance notice, to make engineering or production changes, to include substitution of part numbers and/or vendor sources for components that may affect the design or specifications of its products, provided said modifications will not materially affect the performance of the product.
- Unless negotiated and agreed to otherwise in writing, in no event is Clever Devices liable for consequential damage from late or non-delivery, malfunction or failure of its products, nor is Clever Devices liable for damage resulting from faulty installation. If Clever Devices performs repairs resulting from damage caused by installation, it will invoice the original installer for the cost of such repair.
- Unless negotiated and otherwise agreed to in writing by an authorized representative, the pricing is exclusive of any liquidated damages and is not an acceptance of any prime contract flow downs that are not regulatory in nature and applicable to Clever Devices' scope of work.

#### **4.2.3 CLEVER DEVICES' WARRANTY POLICY – APPLICABLE TO HARDWARE PURCHASES ONLY**

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

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

- 2) Warranty Repair Policy
  - a) A replacement or repaired product assumes the remaining warranty of the original product or ninety (90) days, whichever provides longer coverage for the original purchaser. When a product is exchanged, any replacement product becomes the original purchaser's property, and the replaced product becomes Clever Devices' property.
- 3) Obtaining Warranty Service
  - a) The original purchaser is responsible for returning any defective products to Clever Devices after obtaining a Returned Merchandise Authorization (RMA) number from Clever Devices' Customer Service Department at 888-478-3359. No products will be accepted without an RMA number. When requesting an RMA number, be sure to have the serial number of the equipment available.
  - b) The original purchaser must package the product properly for return shipment. Clever Devices is not responsible for any damage to the product caused during transit or for any package lost by the shipping company.
  - c) The original purchaser assumes all cost in shipping the defective product to Clever Devices, and Clever Devices will assume the cost in shipping back to the customer. All replacement/repaired products are shipped UPS Ground unless a rush is requested. The cost of shipping using any mode other than UPS Ground is to be paid by the original purchaser.

**Ship to:**

Clever Devices Ltd.  
Attn: Service Department RMA # \_\_\_\_\_  
2118 Energy Drive  
Apex, NC 27502

#### **4.2.4 CLEVER DEVICES' RETURN AND EXCHANGE POLICY**

Clever Devices does not accept returns without an RMA. Custom-built equipment or merchandise specifically ordered for you is not returnable. Where return of unused merchandise is at the request or convenience of the customer, a 25% restocking fee will be charged. No unused merchandise will be accepted for return later than thirty (30) days after shipment. All returned merchandise shall be sent freight prepaid and properly insured by the customer. Clever Devices reserves the right to select the method of shipment. Should the customer receive replacement merchandise damaged in shipment, it is their responsibility to file a damage claim immediately with the delivery carrier.

#### **4.2.5 CLEVER DEVICES' NON-WARRANTY SERVICE POLICY**

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

**GENERAL FIELD SERVICE RATES:**

|                   |                                                                                                                                                                                |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Transportation    | Actual cost using commercial coach or business class air, first class rail, bus, rental car, and cab services as applicable, including transportation to and from the airport* |
| Mileage Allowance | IRS allowable rates                                                                                                                                                            |
| Personal Expenses | Per Diem rates                                                                                                                                                                 |
| Basic Rates       | \$150.00 per hour for actual time in customer's plant, plus a flat rate for round-trip travel time**                                                                           |
| Miscellaneous     | Actual charges for other necessary items such as tolls, parking, and freight charges*                                                                                          |

\* Charges may be subject to a 12% administrative fee

\*\* Rates may vary because of weekend/holiday rates, the type of service required, a previously negotiated rate and/or personnel involved

3) Non-Clever Devices Product Received for Repair

- a) Product received for repair that was not manufactured or supplied by Clever Devices will be held for a period of up to ninety (90) days and will then be subject to discard, unless alternative arrangements have been agreed to in advance. Clever Devices will require the customer's shipping number in order to return the product.

Primary Customer Point of Contact:

Walter Weichselbaumer

Strategic Account Manager

wweichselbaumer@CleverDevices.com

516-967-3498

Prepared By:

Alex Bateman

Pricing Analyst

abateman@CleverDevices.com

516-422-8668

## CLEVER DEVICES' TRADEMARKS

Clever Devices®  
AVM®  
AVA®  
BusLink®  
BusLink Switch®  
BusTime®  
BusTools®  
Celrado™  
CleverAnalytics®  
CleverCAD®  
CleverCare®  
CleverCERT®  
CleverCount®  
CleverReports®  
CleverWorks®  
Incident Analytics®  
IdleMonitor®  
Intelligent Vehicle Network®  
IVN®  
PerfectNav®  
Seymor®  
SpeakEasy®  
SmartYard®  
Secure Bus Access®  
Ridecheck Plus Software®  
R+®  
Ridecheck Plus®  
RSM Services®  
Mtram®  
M.A.I.O.R.®

**Note:** All images used in this document are provided for example purposes only. Images may contain additional content outside of the proposed solution.



# New Orleans Regional Transit Authority

2817 Canal Street  
New Orleans, LA 70119

## Board Report and Staff Summary

File #: 24-045

Board of Commissioners

A Cooperative Endeavor Agreement (CEA) between Jefferson Parish and the Regional Transit Authority (RTA)

|                                                                                                                                                                               |                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| DESCRIPTION: Request to execute a CEA with Jefferson Parish & the RTA to provide round-trip paratransit service across parish lines.                                          | AGENDA NO: Click or tap here to enter text. |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other |                                             |

### RECOMMENDATION:

Authorize the CEO to approve a Cooperative Endeavor Agreement (CEA) between Jefferson Parish and the RTA on how paratransit services are delivered in the region.

### ISSUE/BACKGROUND:

In 2022 the Regional Planning Commission (RPC) commissioned Texas A&M Transportation Institute to study the delivery of paratransit service and operations in the region. This 11-month study culminated with specific recommendations for each agency to implement that will improve efficiency and service delivery to our communities.

### DISCUSSION:

This CEA identifies the respective service area and eliminates transfers. Historically the two agencies would hand off passengers at or near the parish boundaries, this was eliminated in mid-March of 2022. Since then, the RTA has been providing one-way return trips for residents of Jefferson Parish. This requires clients of both agencies to book two one-way trips, this is a burden for clients and an inefficient use of the RTA's resources.

This CEA provides clear guidance based on the recommendations of the Texas A&M Transportation Institutes report, that each agency should provide round trip service into the neighboring parish based on the residency of the client.

### FINANCIAL IMPACT:

It is projected that this will either be a cost savings to the RTA or be cost neutral as it drastically reduces the agency footprint.

### NEXT STEPS:

Upon Board approval, staff will execute the Cooperative Endeavor Agreement.

### ATTACHMENTS:

1. Resolution
2. Draft of the CEA document

Prepared By: Dawn Collins  
Title: Executive Assistant

Reviewed By: Gizelle Banks  
Title: Chief Financial Officer

Reviewed By: Justin Cayless  
Title: Chief Transit Officer



Lona Edwards Hankins  
Chief Executive Officer

6/3/2024

Date

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

**STATE OF LOUISIANA  
PARISH OF ORLEANS**

---

**Cooperative Endeavor Agreement between the Regional Transit Authority (RTA)  
and Jefferson Parish**

---

**WHEREAS**, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals; and

**WHEREAS**, as indicated by LSA-R.S. 48:1651 *et al.*, Regional Transit Authority (RTA), a statutorily created local political body of the State of Louisiana with the constitutional and statutory authority to contract, including entering into Cooperative Endeavor agreements; and

**WHEREAS**, RTA and Jefferson Parish are authorized to enter into this Cooperative Endeavor Agreement pursuant to La. R.S. 33:1324 which permits any parish, municipality or political subdivision of the state, or any combination thereof, to make agreements between or among themselves for purposes of mass transportation; and

**WHEREAS**, RTA and Jefferson Parish have Mobility Impaired Transportation Systems (“MITS”), which provide transportation for persons with disabilities who are unable to use fixed route transit services; and,

**WHEREAS**, there are currently “transfer points” between both PARTIES, wherein a MITS rider would have to transfer from one agency’s MITS vehicle to another in order to go to and from Orleans and Jefferson Parish; and,

**WHEREAS**, this transfer between PARTIES requires the MITS passenger to pay two fares for a single trip; and;

**WHEREAS**, The Regional Planning Commission (RPC) commissioned a study to improve the operations of LIFT and MITS. The Texas A&M Transportation Institute issued

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

**Page 2**

a report on 2/15/2023 which can be found at <https://www.norpc.org/wp-content/uploads/2023/03/Final-Report-Volume-I-LIFT-021523.pdf>; and

**WHEREAS**, the report recommends that the Paratransit rider call the system based on residency location and arrange for the entire round trip with that agency; and

**WHEREAS**, to eliminate this “double-fare ride” between Orleans Parish and Jefferson Parish, the PARTIES agree to remove the “transfer points” and instead complete the full route; and;

**WHEREAS**, the public purpose of the Project is described as the mutual cooperation and coordination among regional transportation agencies and projects will provide Parish residents who are MITS riders more seamless and quicker trips and will eliminate the current “double-fare ride” between Parishes; and

**WHEREAS**, the RTA desires to cooperate with Jefferson Parish in the implementation of the project as hereinafter provided by entering into a five-year agreement with the option to renew for an additional five years;

**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 receive and execute a Cooperative Endeavor Agreement (CEA) with Jefferson Parish for the purpose of providing clear guidance based such that each agency will provide round trip service into neighboring parishes based on the residency of the client.

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

Page 3

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

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

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

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

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

**AND THE RESOLUTION WAS ADOPTED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

---

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

**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN  
THE PARISH OF JEFFERSON  
AND  
REGIONAL TRANSIT AUTHORITY**

This Agreement is made and entered into as of the date of full execution by the parties, as evidenced by the electronic signatures, by and between the Parish of Jefferson, State of Louisiana, (hereinafter, referred to as “PARISH”) represented herein by Scott A. Walker, Council Chairperson of the Jefferson Parish Council, the Parish’s governing authority, duly authorized to act pursuant to Resolution No. \_\_\_\_\_ adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and Regional Transit Authority (hereinafter called “RTA”) represented by Lona E. Hankins, its Chief Executive Officer. PARISH and RTA may be referred to herein as “PARTY,” individually, and “PARTIES,” collectively.

**WHEREAS**, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals; and

**WHEREAS**, PARISH is a constitutionally and statutorily-created local political body of the State of Louisiana with the constitutional and statutory authority to contract, including entering into Cooperative Endeavor agreements; and

**WHEREAS**, as indicated by LSA-R.S. 48:1651 *et al.*, RTA statutorily-created local political body of the State of Louisiana with the constitutional and statutory authority to contract, including entering into Cooperative Endeavor agreements; and

**WHEREAS**, PARISH and RTA are authorized to enter into this Cooperative Endeavor Agreement pursuant to La. R.S. 33:1324 which permits any parish, municipality or political subdivision of the state, or any combination thereof, to make agreements between or among themselves for purposes of mass transportation; and

**WHEREAS**, both the PARISH and RTA have Mobility Impaired Transportation Systems (“MITS”), which provide transportation for persons with disabilities who are unable to use fixed route transit services; and,

**WHEREAS**, there are currently “transfer points” between both PARTIES, wherein a MITS rider would have to transfer from one agency’s MITS vehicle to another in order to go to and from Orleans and Jefferson Parish; and,

**WHEREAS**, this transfer between PARTIES requires the MITS passenger to pay two fares for a single trip; and;

**WHEREAS**, The Regional Planning Commission (RPC) commissioned a study to improve the operations of LIFT and MITS. The Texas A&M Transportation Institute issued a report on 2/15/2023 which can be found at <https://www.norpc.org/wp-content/uploads/2023/03/Final-Report-Volume-I-LIFT-021523.pdf>; and

**WHEREAS**, the report recommends that the Paratransit rider call the system based on residency location and arrange for the entire round trip with that agency; and

**WHEREAS**, to eliminate this “double-fare ride” between Orleans and Jefferson Parish, the PARTIES agree to remove the “transfer points” and instead complete the full route; and;

**WHEREAS**, the PARISH will now provide MITS services into Orleans Parish from Jefferson Parish and RTA will now provide MITS services into Jefferson Parish from Orleans Parish; and;

**WHEREAS**, the end point service areas for MITS rides of RTA will include all of Jefferson Parish and the end point service areas for MITS rides of the PARISH will include all of Orleans Parish; and,

**WHEREAS**, PARISH is authorized by Section 1.07 of the Jefferson Parish Charter to enter into this Agreement to operate public transportation systems; and

**WHEREAS**, the public purpose of the Project is described as the mutual cooperation and coordination among regional transportation agencies and projects will provide Parish residents who are MITS riders more seamless and quicker trips and will eliminate the current “double-fare ride” between Parishes; and

**WHEREAS**, the transfer or expenditure of public funds or property is not a gratuitous donation; and

**WHEREAS**, the citizens of Jefferson Parish will benefit from the efforts of these parties working together in that the elimination of multiple calls/reservations and transfer points at Parish lines to coordinate trips and all riders’ benefits will include a reduction in cost per trip and a reduction in wait times; and

**WHEREAS**, PARISH desires to cooperate with RTA in the implementation of the project as hereinafter provided.

**NOW, THEREFORE**, PARISH and RTA hereby agree as follows:

**1.0 Services/ Deliverables**

**1.1** PARISH will provide Mobility Impaired Transportation Systems “MITS” services into Orleans Parish from Jefferson Parish.

**1.2** RTA will provide MITS services into Jefferson Parish from Orleans Parish.

**1.3** PARTIES will forego the “transfer points” and instead complete the full route.

**2.0 Payment.** There are no direct costs associated with this agreement. Use this language when PARISH is providing use of property or equipment and no funding is provided.

**3.0 Term of Agreement.** Except in the case of earlier termination, as hereafter specifically provided, the term of this Agreement shall commence on the date of execution and end on midnight of the date immediately preceding the fifth anniversary. By mutual agreement of the PARTIES and written consent of the Jefferson Parish Council, this agreement may be renewed for an additional five (5) year term.

**4.0 Termination.** The terms of this Agreement shall be binding upon the PARTIES hereto until the work has been completed and accepted by PARISH, but this Agreement may be terminated under any or all of the following conditions:

- a. By mutual agreement and consent of the PARTIES hereto.
- b. By PARISH as a consequence of the failure of RTA to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of RTA, provided PARISH will give RTA written notice of any such failure and ten (10) days to cure any such failure.
- c. By either PARTY upon failure of the other PARTY to fulfill its obligation as set forth in the Agreement.
- d. By PARISH for cause by issuing RTA thirty (30) days written notice.
- e. By PARISH for convenience by issuing RTA thirty (30) days written notice.

**5.0 Force Majeure.** Neither PARTY to this Agreement shall be responsible to the other PARTY hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

**6.0 Indemnification.** RTA shall indemnify and hold harmless PARISH against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any person, firm or organization for loss of life or injury or damages to person or property, in connection with the services required to be performed by RTA under this Agreement.

Further, RTA hereby agrees to indemnify PARISH for all reasonable expenses and attorney’s fees incurred by or imposed upon PARISH in connection therewith for any loss, damage, injury or other casualty pursuant to this section. RTA further agrees to pay all reasonable expenses and attorney’s fees incurred by PARISH in establishing the right to indemnity pursuant to the provisions of this Section.

Parish shall indemnify and hold harmless RTA against any and all claims, demands, suits, cost, liabilities or judgements for sums of money, and fines or penalties asserted by any person, firm or organization for loss of life or injury or damages to person or property, in connection with the services required to be performed by PARISH under this agreement.

Further, PARISH hereby agrees to indemnify RTA for all reasonable expenses and attorney’s fees incurred by or imposed upon RTA in connection therewith any loss, damage, injury, or other casualty pursuant to this section. RTA further agrees to pay all reasonable expenses and attorney’s fees incurred by RTA in establishing the right to indemnity pursuant to the provisions of this Section.

**7.0 Notice.** All notices and correspondence required to be sent shall be by U.S. Certified Mail – Return Receipt Requested, or via nationally recognized overnight courier service addressed as follows:

PARISH: Scott A. Walker  
COUNCIL CHAIRPERSON  
Jefferson Parish Council  
200 Derbigny Street, Suite 6200  
Gretna, Louisiana 70053

RTA: Lona E. Hankins  
CHIEF EXECUTIVE OFFICER  
2817 Canal Street  
New Orleans, Louisiana 70119

**8.0 Assignment.** This Agreement shall be binding upon the successors and assigns for the PARTIES hereto. This Agreement shall not be assigned or subcontracted in whole or in part by RTA as to the services to be performed hereunder without the written consent of PARISH.

**9.0 Employment of Parish Personnel.** RTA certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of PARISH.

**10.0 Jurisdiction.** This Agreement shall be deemed to be made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. RTA hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The PARTIES hereto agree that the sole and exclusive jurisdiction and venue for any suit or proceeding brought pursuant to this contract shall be the 24<sup>th</sup> Judicial District Court for the Parish of Jefferson, State of Louisiana.

**11.0 Severability.** If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this Agreement.

**12.0 Inspector General.** It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

**13.0 Entire Agreement.** This Agreement constitutes the entire Agreement between PARISH and RTA, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both PARISH, through its Council Chairman, and RTA by its authorized representative.

This Agreement is fully executed on the latest date indicated below.

**DATE:** **PARISH OF JEFFERSON**

\_\_\_\_\_  
BY: \_\_\_\_\_

**Scott A. Walker, Council Chairperson**  
**Jefferson Parish Council**

**DATE:**

**REGIONAL TRANSIT AUTHORITY**

\_\_\_\_\_

BY: \_\_\_\_\_  
**Lona E. Hankins**  
**Chief Executive Officer**



# New Orleans Regional Transit Authority

2817 Canal Street  
New Orleans, LA 70119

## Board Report and Staff Summary

File #: 24-049

Board of Commissioners

ENO Air Compressors

|                                                                                                                                                                               |                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| DESCRIPTION: Replacement of air compressors at ENO                                                                                                                            | AGENDA NO: Click or tap here to enter text. |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other |                                             |

### RECOMMENDATION:

To authorize the Chief Executive Officer to award a contract to Liftnow Automotive Equipment Corp in the amount of \$108,894.00 for the replacement of two air compressors at the New Orleans East Maintenance Facility.

### ISSUE/BACKGROUND:

The Air Compressors, currently located at the New Orleans East maintenance facility, need replacement, they are no longer working. This Facility has two air compressors, one of them serves as a redundant back up for the facility. These compressors are used to operate lifts, pump fluids out of bulk drums, provide shop air for mechanic tools, and runs the sump pumps to keep water from flooding the facility. One of the two compressors has been down for about a year, and the second one failed this past fall. Staff were able to combine parts from both compressors to make one good, but now that one has failed as well. The ENO facility is running on a verry small compressor that struggles to keep up with the basic facility needs.

### DISCUSSION:

Both air compressors located at the New Orleans East maintenance facility need to be replaced. The Compressors are beyond repair and replacement is needed. The facility is working off of a small air compressor that is keeping the essential functions running. These functions include, such as, sump pumps, and bulk oil/fluids pumping. Shop tools are currently being run off of other small compressors that are located throughout the shop, instead of the main shop compressors.

Invitation for bid IFB 2024-007 was solicited in February 20,2024 for the replacement of the two ENO air compressors. This solicitation was closed on March 22, 2024, Liftnow Automotive Equipment Corp was received as a lone bid, as the procurement was limited to small business only. It was also rebid with No DBE Goal and Lift now was the only received bidder again and the recommendation was made to proceed with Lift now due to the urgency behind these compressors.

### FINANCIAL IMPACT:

Funding for this project is made available through local funds account 1284306.7570.125 in the amount of One hundred eight thousand eight hundred ninety-four dollars (\$108,894).

**NEXT STEPS:**

Once approved staff will issue a PO and order the compressors.

**ATTACHMENTS:**

1. Resolution
2. Procurement Summary
3. Procurement Routing Sheet
4. Procurement Bid Sheet
5. ENO Air Compressor Cost Estimate Doc

Prepared By: Shirelle LaMothe-Lodge  
Title: Facility Maintenance manager

Reviewed By: Ryan Moser  
Title: Chief of Asset Management

Reviewed By: Gizelle Banks  
Title: Chief Financial Officer



Lona Edwards Hankins  
Chief Executive Officer

6/7/2024

Date



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

504.827.8300

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

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

**STATE OF LOUISIANA**

**PARISH OF ORLEANS**

---

**AUTHORIZATION TO AWARD A CONTRACT TO LIFTNOW AUTOMOTIVE  
EQUIPMENT CORP. FOR THE REPLACEMENT OF ENO AIR COMPRESSORS**

---

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

**WHEREAS**, the Chief Executive Officer of the RTA needs to replace air compressors at the New Orleans East maintenance building; and

**WHEREAS**, The Compressors originally installed in the building are no longer functioning and beyond repair; and

**WHEREAS**, RTA's Disadvantage Business Compliance Manager determined that there was a DBE goal set for this project and it was awarded to a small business was awarded; and

**WHEREAS**, A Solicitation went out via IFB 2024-007 and there was one responsive and responsible bidder; and

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



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

Page 2

**WHEREAS**, funding for the above-stated project is made available through local funding in the account 1284306.7570.125 for an amount not to exceed ONE HUNDRED EIGHT THOUSAND EIGHT HUNDRED NITEY-FOUR (\$108,894); and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the RTA that the Chairman of the Board, or his designee, is authorized to execute a contract with Liftnow Automotive Equipment Corp. for the replacement of two air compressors and the New Orleans East maintenance facility.

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

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

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

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

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

**AND THE RESOLUTION WAS ADOPTED ON THE \_\_\_\_ DAY OF \_\_\_\_.**

---

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

## **PROCUREMENT SUMMARY - IFB 2024-013**

### **REQUIREMENTS**

Board approval is required for this solicitation to procure Compressor Replacement. There was a no DBE goal established for this solicitation per the RTA Routing Sheet.

#### Procurement Policy:

The Independent Cost Estimate for this procurement is \$77,692.00, 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 advertisement (competitive means).

#### Procurement Method:

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

### **SOLICITATION**

Invitation for Bids (IFB) No. 2024-013 Public Notice was published in the The Advocate. The Public Notice and the IFB 2024-013 bid documents were posted on the RTA website beginning 03/27/2024. The IFB submittal deadline was 4/23/2024 at 2:00pm.

### **IFB SUBMITTAL**

Bid Opening was held on April 23, 2024 at 2:00pm.

Small Business certification,

Debarment Certification

Insurance certification

Non-collision affidavit

### **DETERMINATION**

There was one (1) bid received and it was determined responsive and provided all required certifications.

### **SUBMITTAL ANALYSIS**

#### Respondents

Liftnow Automotive Equipment Corp.

#### Pricing

\$108,894.00

Price determined fair and reasonable based on competition.

### **SUMMARY**

Based on the information above, the bid was received, prepared and sent to Procurement Department for further review. This solicitation was previously bid as IFB 2024-007 on February 20, 2024 and closed March 22, 2024. IFB 2024-007 was limited to small businesses only, and only received one bid from Liftnow. In an effort to allow the suggested vendor, and others, an opportunity to bid, it was rebid with no DBE goal, and Liftnow was the only received bid again. Therefore, the requesting department wishes to proceed with awarding Liftnow for this bid, IFB 2024-013, as these services are urgently needed.

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

Procurement department: Recommend award be made to lowest responsive/responsible bidder. Recommendation submitted to May 2024 Board of Commissioners for approval. **Board approval required.**



**ROUTING:** Please review the "Email Routing assignments" and verify all approvers have email addresses selected or errors may occurred.

**EDITING:** please Click the "Edit" bottom on very top left of this screen if you need to edit this sheet.

**Request with ID: 156** it has been approved and thus not editable any longer. Please do not delete it.

**REQUEST ID:** 156

**Mode:** Final  
Approval

**Status:** Approved

**Stage:** Document  
Generated

**Created By:** LAMOTHE-  
LODGE, SHIRELLE Mon  
Nov 13 2023 11:18:29  
GMT-0600 (Central  
Standard Time)

☒ Check to see  
rejection comments  
if any

☒ Default Routing  
Review \*

☒ [Click to see full log](#)

STAGE - Awaiting Approval

Document Generated

*STAGES: New Request, Grants,  
Safety, Risk, SBE, DBE, Budget,  
Info Tech, Dept, Chief,  
Procurement, CFO, CEO Review,  
and Document Generated.*

STATUS

Approved

*STATUSES: In-Progress, Rejected,  
and Approved*

MODE

Final Approval

*EDITABLE, Locked or Final  
Approval*

**Approved-By in order of approval:**

☒ Dept head approved

☒ Budget approved

☐ Grant approved

*Required if supported by a Grant*

☒ Chief approved

☒ Risk approved

☒ Safety approved

☒ SBE reviewed

☒ DBE reviewed

☒ Info tech approved

*Vetting required to insure no software/hardware is ordered without IT approval*

☒ Procurement approved

☒ CFO approved

*Required If > \$15K*

☒ CEO approved

*Required If > \$50K*

CEO comments

CFO comments

Chief comments

Dept head comments

Procurement comments

Budget comments

Grants comments

Info tech comments

Safety comments

SBE comments

DBE comments

Risk comments

EMAIL ROUTING ASSIGMENTS

Dir/Dept Head Personnel  
Lookup \*

Shirelle LaMoth... ▼

Dept Head Full Name

#Shirelle LaMothe-Lodge

Dept Head RTA Email \*

sslodge@rtaforward.org

Info Tech Lookup

Sterlin Stevens ▼

Info Tech Full Name

Sterlin Stevens

Info Tech RTA Email \*

sstevens@rtaforward.org

Grants Personnel Lookup

Grants Team ▼

Dir Grants Rep Full Name

#Grants Team

Dir Grants RTA Email \*

GrantsTeam@rtaforward.org

Budget Personnel Lookup

Tiffany Gourrier ▼

Budget Analyst Full Name

Tiffany Gourrier

Budget Analyst RTA Email \*

tgourrier@rtaforward.org

Safety/Security Personnel  
Lookup

Safety Team ▼

Chief Safety Full Name

#Safety Team

Chief Safety RTA Email \*

SafetyProcurementTeam@rta

Risk Personnel Lookup

Risk Team ▼

Risk Analyst Full Name

Risk Team

Risk Analyst RTA Email \*

RiskProcurementTeam@rta

SBE Personnel Lookup

SBE Team ▼

Dir SBE Full Name

SBE Team

Dir SBE RTA Email \*

SBEProcurementTeam@rta

DBE Personnel Lookup

DBE Team ▼

DBE/EEO Compliance Manager  
Name

#DBE Team

DBE/EEO Compliance Manager  
RTA Email \*

DBEProcurementTeam@rta

Chief Lookup \*

Ryan Moser ▼

Chief Full Name

#Ryan Moser

Chief RTA Email \*

rmoser@rtaforward.org

Procurement Lookup

Ronald Baptiste ... ▼

Dir Procurement Full Name

Ronald Baptiste Jr.

Dir Procurement RTA Email \*

rbaptiste@rtaforward.org

CFO Lookup

Gizelle Banks ▼

CFO Full Name

Gizelle Banks

CFO RTA Email \*

gbanks@rtaforward.org

CEO Lookup

Lona E. Hankins ▼

CEO Full Name

Lona E. Hankins

CEO RTA Email \*

lhankins@rtaforward.org

### Department Representative (sections A. B. & C. )

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.

FACILITIES MANAGER  
LAMOTHE-LODGE, SHIRELLE  
sllodge@rtaforward.org

Ext. \*

8482

B. Name of project/service/product \*

ENO Garage Air Compressor

Procurement Justification \*

ENO Air Compressor (Mechanic Shop) needs to be replaced as soon as possible. The current air compressor is off and on and is causing the workers to not be able to complete their daily task, especially for the lifts.

*Reason to justify the procurement of the product, project or services being requested.*

### Attachments (\*Indicated Required Items)

Project Schedule  
Delivery Date \*

Dec 1, 2023

ICE Amount \*

\$

77,692.00

Technical Specs

☐ Yes

☒ No

Scope of work

☐ Yes

☒ No

ICE FORM ATTACHMENT IS REQUIRED TO CONTINUE...! \*



ICE Form Trio.docx



.pdf

### Certification of Authorized Grant (Section D.)

Specification of Authorized Grant  
is required?

☐ Yes ☒ No

Director of Grants / Federal  
Compliance

#GRANTS TEAM

## Funding Source (Section F.)

Funding Type \*

☐ Federal ☐ State ☒ Local ☐ Other

Budget Analyst

TIFFANY GOURRIER

Available Federal  
funding

\$

Available State Funding

\$

Available Local Funding  
\*

\$ 77,692.00

Available Other  
Funding

\$

Projected Federal Cost

\$

Projected State Cost

\$

Projected Local Cost \*

\$ 77,692.00

Projected Other Cost

\$

Total Available Funding

\$ 77,692.00

Projected Total Cost

\$ 77,692.00

ICE Amount Entered

\$ 77,692.00

Capital Project ID

☐ Capital projects review required?

Multi-Year Solicitation



No

**Note:** The default "Budget Team" includes all budget analysts.

They will all get an email, but only one will approve according to the budget code assignment.

Budget Code -1 \*

1284306.7570.125

Budget Code - 2

Budget Code - 3

Budget Code - 4

Budget Code-5

### Safety, Security and Emergency Management (Section E.-1. )

Safety Review and Approval is Required



Yes

Safety Chief

#SAFETY TEAM

Safety Attachments

No files uploaded

### Risk Management (Section E-2.)

STD Insurance Provisions is Required



Yes

Risk Management Analyst

RISK TEAM

Risk Attachments

No files uploaded

### DBE / SBE Goal (Section G. ) - Review and Approval is required

Director of Small Business Development

SBE TEAM

DBE/EEO Compliance Manager

#DBE TEAM

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

Input your fullname \*

Shirelle LaMothe-Lodge

Date \*

Nov 13, 2023

## PUBLIC NOTICE

### REGIONAL TRANSIT AUTHORITY REPLACE THE PRESENT AIR COMPRESSOR INVITATION FOR BID (IFB) #2024-013

**Project Description:** The Regional Transit Authority of New Orleans invites qualified vendors to provide replacement of the present air compressors at 3900 Desire Parkway, New Orleans, LA 70126 per specifications in IFB 2024-013.

**How to obtain a copy of the IFB:** Specifications and further information concerning the IFB may be obtained March 27, 2024, from the RTA's Procurement website at <https://norta.procurement.com/home>. You will be required to first register on this website. The IFB can also be obtained at Regional Transit Authority's website at <http://www.norta.com>

**Clarification Deadline:** Any questions or further information concerning this IFB must be submitted through <https://norta.procurement.com/home> by 2:00PM on April 16, 2024. Only written questions submitted through Procurement site shall be considered official. All answers to questions shall be by formal addenda posted to the website under IFB 2024-013.

**Responding to IFB:** Bids shall be submitted through the RTA's Procurement website on or before 2:00 P.M., Tuesday, April 23, 2024.

**A Bid Opening** will be held in the RTA Board Room located at 2817 Canal Street, New Orleans, LA 70119, on Tuesday, April 23, 2024, at 2:00 PM. Any questions or further information concerning the IFB may be submitted Via <https://norta.procurement.com/home>, beginning on March 26, 2024.

RTA in accordance with 49 Code of Federal Regulations (CFR) Part 26 has an obligation to ensure nondiscrimination of Disadvantaged Business Enterprises (DBEs) and to comply with all federal, state and local regulations relative to utilization of DBEs on publicly funded projects. The RTA is committed to utilization of DBEs on all federally funded projects toward attainment of the agency's established overall goal of 32%. **No DBE goal has been established for this project as there are no subcontracting opportunities on this project.**

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

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

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

**INVITATION FOR BIDS  
FROM  
REGIONAL TRANSIT AUTHORITY**

SUBJECT: REPLACEMENT OF TWO (2) AIR COMPRESSORS

DATE: MARCH 27, 2024

INVITATION  
FOR BIDS NO. 2024-013

BID OPENING: TUESDAY, APRIL 23, 2024, 2:00 P.M.

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

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

Enclosures MUST include ("X" indicates item enclosed)

- X   Public Notice to Bidders
- X   Bidder Submission Checklist
- X   Instruction to Bidders
- X   General Provisions
- X   Federal Requirements
- X   Technical Specifications
- X   Bid Form

## **BIDDER SUBMISSION CHECKLIST**

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

Louisiana Uniform Public Work Bid Form (Attachment I)

Certificate on Primary Debarment

Buy America Certificate for Compliance or Buy America Certificate for Non-Compliance

Non-Collusion Affidavit

Certificate Regarding Debarment-Lower Tier

Certification of Restrictions on Lobbying

Participant Information Form

Certificates of Insurance

## **INSTRUCTIONS FOR OBTAINING FORMS**

Go to RTA's official web site at:

[New Orleans Regional Transit Authority - Procurements and Contracts \(norta.com\)](http://norta.com)

Click on "Vendor Form Library"

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## **ATTACHMENTS**

## **LA Uniform Public Work Bid Form – Attachment I**

# **I INSTRUCTIONS TO BIDDERS**

## **1.1 SCOPE**

Replacement of two (2) Air Compressors at the 3900 Desire Parkway, New Orleans, LA 70126, with two (2) new CSD1 Kaeser Air Compressors (or equivalent).

This project consists of:

- a. Two (2) CSD110 Kaeser Oil Flooded Rotary Screw (or equivalent)
- b. Air Compressor 305 ACFM @ 175 PSI 332/ ACFM @ 150psi (or equivalent)
- c. TEFC IP55 Motor 460V / 3P / 60Hz (or equivalent).
- d. Sigma 2 Control (or equivalent)

The contract awarded pursuant to this Invitation for Bids shall be a fixed price contract. The contract price shall include all labor, materials, supplies, services, tools, equipment, etc. all which are necessary to provide replacement units for the air compressors at the 3900 Desire Parkway, New Orleans, LA 70126. A disconnect electrical box with time delayed fuse will be added within a distance specified by code.

### **WARRANTY:**

The selected contractor must provide a one-year warranty on installation and workmanship. Equipment installed should be covered under the manufacturer's warranties. Provide all owner's manuals, equipment literature, and warranty Information associated with the scope of work.

## **1.2 CONTRACT DOCUMENTATION**

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

## **1.3 BID REQUIREMENTS (ELECTRONIC BID SUBMITTAL)**

Electronic bids will be uploaded through our electronic bidding system at <https://norta.procureware.com/home>. Until 2:00 PM on the date established as the bid receipt deadline. Bids received after the date and time shall be considered late. All necessary and appropriate resources, including but not limited to labor, equipment, and materials, supplies, etc. shall be furnished in strict accordance with the project schedule and terms and conditions contained in this Invitation for Bids.

## **1.4 PRICING**

The bidder shall complete and execute the Louisiana Uniform Public Work Bid Form (Attachment II). The bidder shall quote prices in the unit of measure specified and shall include all applicable taxes in the bid price. The RTA is exempt from all taxes; however, only Louisiana State Sales Tax Exemption for materials incorporated into the final product will be transferable to the Contractor. The Contractor shall pay all other sales, use, and other similar taxes that are enacted as of the Contract execution or subsequently revised or added. The Regional Transit Authority

will pay no sales taxes or for any increase in sales taxes, unless such increase in sales tax is due to a change in the interpretation of the Louisiana Tax Code by the Louisiana State Tax Commission and such increase in sales tax is the subject of an authorized change order. Whenever there is a discrepancy between a unit price and any extension, the unit price shall govern. Bidders are hereby notified that discount terms shall not be used in the determination of award of this contract.

## **1.5 BRAND NAMES**

Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, these specifications are used only to denote the quality standard of product, style type, and character of product desired and do not restrict bidders to the specific brand, make, manufacturer or specification named. Equivalent products, which have been designated "approved equals" by RTA or its agents, shall be acceptable.

## **1.6 QUALIFICATIONS FOR AWARD**

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

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

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

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

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

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

## **1.7 BIDDER REVIEW PROCEDURES**

FOR THE PURPOSES OF THIS PARAGRAPH, SUBMISSION DEADLINES SHALL BE 2:00 P.M. (CENTRAL TIME).

### **a. Request for Modification or Clarification**

This section establishes procedures for bidders to seek review of this Invitation for Bids and any addenda. A bidder may discuss this Invitation for Bids and any addenda with the RTA. Such discussions do not, however, relieve bidders from the responsibility of submitting written, documented requests. Bidders may submit to the RTA requests for interpretations, clarifications or modifications concerning any term, condition and/or specification included in this Invitation for Bids and/or in any addendum hereto. Any such

request, questions, etc. must be received by the RTA, in writing. RTA will entertain questions etc. submitted at the pre-bid conference on the attached pre-bid conference form, or requests submitted in writing not less than seven (7) calendar days before the date of scheduled bid opening. All requests must be accompanied by all relevant information supporting the request for modification, interpretation, clarification or addendum of this solicitation. All requests for clarification and/ or modification should be submitted through the RTA Procurement E-Bid website at <https://norta.procureware.com/home>.

RTA will issue a written determination relative to each request made pursuant to this procedure. The written determination must be posted for all bidders to view through the E-Bid website or otherwise furnished to all bidders at least three (3) calendar days (72 hours) before the date scheduled as the bid opening date.

b. Protest Procedures

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

Any person who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Procurement. Protests shall be submitted in writing specifically identifying the area of protest and containing any support data, test results, or other pertinent information substantiating the appeal. A protest with respect to a solicitation must be submitted in writing to the RTA at least five (5) calendar days prior to bid opening. A protest with regard to contract award shall be submitted, in writing, within seven (7) calendar days after award of the contract.

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

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

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

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

1. The decision is fraudulent; or
2. The person adversely affected by the decision has submitted a timely administrative appeal to the Chief Executive Officer.

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

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

The aggrieved person must file an appeal within seven (7) calendar days of receipt of a decision from the Director of Procurement.

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

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

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

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

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

## **1.8 BID PREPARATION**

Each offer shall be made on the Invitation for Bids Form which shall be enclosed in a sealed envelope with the name and address of the bidder, the required contractor's licensing number, the advertised date and time of the bid opening, and the title of the bid marked on the outside. All blank spaces on the bid form must be filled in and no changes shall be made in the wording. Bidder's wishing to submit an electronic bid are directed to, Section I. Instruction to Bidder's, Paragraph 1.3 BID REQUIREMENTS (ELECTRONIC BID SUBMITTAL) of this IFB.

## **1.9 BID POSTPONEMENT AND AMENDMENT**

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

## **1.10 CANCELLATION OF THE INVITATION FOR BIDS**

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

## **1.11 PUBLIC BID OPENING**

Bids shall be publicly opened at the time specified herein. The content of all bids, including documents marked proprietary, shall be made public for the information of bidders and other

interested parties. Bidders are required to submit all administrative submittals being requested by RTA. This does not supersede the requirement for a fully executed Invitation for Bid LA Public Bid Form, note Attachment II, and DBE Forms at the time of the Bid Opening.

### **1.12 BID REJECTION**

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

### **1.13 SINGLE BID RESPONSE**

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

### **1.14 BID WITHDRAWAL**

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

### **1.15 AWARD PROCEDURE**

Within a reasonable time after the 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) 827-8362.

### **1.7 ADDENDA**

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

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

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

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

IFB NO. 2024-013

Liftnow Automotive Equipment Corp.

Company Name

Paul Stern

  
Company Representative

## **II. TERMS AND CONDITIONS**

### **2.1 WRITTEN CHANGE ORDERS/AMENDMENTS**

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

### **2.2 CHANGE ORDER/AMENDMENT PROCEDURE**

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

### **2.3 OMISSIONS**

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

### **2.4 PRIORITY**

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

## **2.5 COMMUNICATIONS**

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

## **2.6 INTEREST OF MEMBERS OF, OR DELEGATES TO CONGRESS**

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

## **2.7 CONFLICT OF INTEREST**

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

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

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

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

## **2.8 EQUAL EMPLOYMENT OPPORTUNITY**

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

## **2.9 PRIVACY REQUIREMENTS**

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

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

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

## **2.10 INDEMNIFICATION**

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

## **2.11 PERFORMANCE**

Contractor shall perform all work diligently, carefully and in a good and workmanlike manner and shall furnish all labor, supervision, machinery, equipment, material and supplies

necessary therefore. Contractor shall obtain and maintain all permits and licenses required by public authorities in connection with performance of the work, and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. Contractor shall conduct all operations in Contractor's own name and as an independent contractor, and not in the name of, or agent for RTA.

## **2.12 STATUS OF CONTRACTOR AND ITS EMPLOYEES**

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

## **2.13 INSURANCES AND LICENSES**

The contractor shall, upon request by the RTA, submit a copy of their standard insurance certificates for this project.

## **2.14 SUBCONTRACTORS**

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

## **2.15 ASSUMPTION OF RISK OF LOSS**

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

## **2.16 SHIPPING**

The goods shall be delivered by the Contractor to the RTA's selected project site located in New Orleans. The RTA's Project Manager will coordinate the delivery address with the Contractor prior to the shipment. The goods shall be delivered in excellent condition ready for utilization and/or installation. Contractor shall be responsible for unloading the goods at the specified location and assume all responsibility and liability incident to said delivery.

## **2.17 DELIVERY**

Delivery shall constitute the transfer of the supplies from the possession of the contractor to the possession of the RTA, as provided in this Invitation for Bids. Delivery shall be evidenced

by a signed receipt issued by an authorized agent of the RTA. Items are to be delivered no later than 30 calendar days after the receipt of the executed contract and purchase order.

## **2.18 CERTIFICATE OF CONFORMANCE**

The Contractor shall submit with each shipment a Certificate of Conformance signed by an authorized Contractor's Representative, stating that the materials furnished to Regional Transit Authority (RTA) are in conformance with applicable requirements of the Contract, drawings and specifications, and that supporting documentation is on file and will be made available to RTA or Federal Transit Representatives upon request. Certifications shall include name of Contractor for materials being supplied, quantity shipped, lot number, and Contract Number. An example of an acceptable statement of conformance is as follows:

“This is to certify that all items are noted in conformance with the Contract, drawings, specifications, and other applicable documentation.”

## **2.19 ACCEPTANCE**

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

## **2.20 QUALITY INSPECTION**

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

## **2.21 CORRECTION BY CONTRACTOR**

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

## **2.22 MATERIALS/ACCESSORIES RESPONSIBILITY**

The Contractor shall provide and warranty all parts materials, equipment and workmanship associated with the supplies and related materials and equipment used, whether the same are manufactured by the Contractor or purchased from suppliers.

## **2.23 UNAVOIDABLE DELAYS**

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

## **2.24 NOTIFICATION OF DELAY**

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

## **2.25 REQUESTS FOR EXTENSION**

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

## **2.26 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES**

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

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

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

## **2.27 APPLICATION OF FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS**

### **(a) Federal Laws and Regulations**

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

### **(b) State or Territorial Law and Local Law**

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

## **2.28 CONTRACT PERIOD**

THE OF THIS CONTRACT SHALL BE FROM THE DATE THE CONTRACT IS ISSUED UNTIL ALL GOODS AND ITEMS ARE RECEIVED AND APPROVED BY RTA, UNLESS THE CONTRACT PERFORMANCE PERIOD IS EXTENDED BY WRITTEN AMENDMENT/CHANGE ORDER AND EXECUTED BY THE PARTIES.

## **2.29 NO OBLIGATION BY THE FEDERAL GOVERNMENT**

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

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

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

## **2.30 FEDERAL CHANGES**

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

## **2.31 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

## **2.32 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS**

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

## **2.33 GEOGRAPHIC RESTRICTIONS**

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

## **2.34 PROMPT PAYMENT**

The prime contractor payment terms will be set forth in the contract agreement. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than five (5) days from the receipt of each payment the prime contractor receives from the RTA. The prime contractor further agrees to return retainage payment to each subcontractor within five (5) days after the subcontractors work is satisfactorily completed and accepted by RTA, and all lien delay's under applicable laws have expired. Any delay or

postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the RTA. This clause applies to both DBE and non-DBE subcontractors.

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

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

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

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

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

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

## **2.35 CONFIDENTIALITY**

Contractor agrees that any and all information, in oral or written form, whether obtained from RTA, its agents or assigns, or other sources, or generated by Contractor pursuant to this contract shall not be used for any purpose other than fulfilling the requirements of this contract. Contractor further agrees to keep in absolute confidence all data relative to the business of RTA and Transdev, their agents or assigns. No news release, including but not limited to photographs

and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by Contractor without written approval of RTA.

## **2.36 DISPUTES**

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

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

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

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

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

## **2.37 OWNERSHIP OF DOCUMENTS**

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

## **2.38 STATE AND LOCAL LAW DISCLAIMER**

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

## **2.39 PARTICIPANT INFORMATION FORM**

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

## **2.40 NON-COLLUSION AFFIDAVIT**

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

## **2.41 REGIONAL TRANSIT AUTHORITY GENERAL PROVISIONS**

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

## **3.1 ACCESS TO RECORDS**

The following access to records requirements apply to this Contract:

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

and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

- (4) Where RTA or a subgrantee of the RTA in accordance with 49 U.S. C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S. C. 5302(a) 1) through other than competitive bidding, the Contractor shall make available records related to the contract to the RTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the RTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions thereto. Reference 49 CFR 18.39(i) (11).

### **3.2 BUY AMERICA**

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

### **3.3 PRE-AWARD AND POST-DELIVERY AUDITS**

Federal funds may not be obligated unless steel, iron, and manufactured products used in the projects are produced in the United States, unless FTA has granted a waiver, or the product is subject to a general waiver. Rolling stock must have sixty-five percent domestic content and final assembly must take place in the United States. Metropolitan Transportation Services 15 Dec. 09 v. 2 3 2 1 4. Buy America 5 6 9 8 7 12 10 13 11 FTA Requirement Subrecipient Responsibility Final assembly. The final assembly of rolling stock must take place in the United States. The Buy America Requirements, 49 CFR Part 661.11(r), define final assembly as “the creation of the end product from individual elements brought together for that purpose through application of manufacturing processes.”

### **3.4 CARGO PREFERENCE**

The Contractor Agrees:

- a. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo

liners and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels;

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

### **3.5 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the RTA and understands and agrees that the RTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- (3) The Contractor agrees to comply with applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the RTA and understands and agrees that the RTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (4) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- (5) **14 CFR § 1274.926 Clean Air-Water Pollution Control Acts.**  
If this contract or supplement thereto is in excess of \$100,000, the Recipient agrees to notify the Agreement Officer promptly of the receipt, whether prior or subsequent to the Recipient's acceptance of this agreement, of any communication from the Director, Office of Federal Activities, Environmental Protection Agency (EPA), indicating that a facility to be utilized under or in the performance of this agreement or any subcontract thereunder is under consideration to be listed on the EPA "List of Violating Facilities" published pursuant to 40 CFR 15.20. By acceptance of agreement in excess of \$100,000, the Recipient

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

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

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

### **3.6 CIVIL RIGHTS ACT**

The following requirements apply to the underlying contract:

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

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

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U. S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S. C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, disability or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

### **3.7 EMPLOYEE PROTECTION**

Construction Activities. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the following Federal laws and regulations providing protections for construction employees: (1) Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 et seq., pursuant to FTA enabling legislation requiring compliance with the Davis-Bacon Act at 49 U.S.C. § 5333(a), and implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5; (2) Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., specifically, the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5; and the safety requirements of section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926; and (3) Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874 and 40 U.S.C. § 3145, and implementing U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States,” 29 C.F.R. Part 3. b. Activities Not Involving Construction. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in FTA Master Agreement MA(17), 10-1-2010 58 particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5. c. Activities Involving Commerce. The Recipient agrees to comply with the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., to the extent that it applies to employees performing Project work involving commerce. d. Public Transportation Employee Protective Arrangements. If the Contract Agreement for the Project indicates that public transportation employee protective

arrangements required by U.S. DOL apply to public transportation operations performed in connection with the Project, the Recipient agrees to comply with the following requirements:

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

### **3.8 ENERGY CONSERVATION**

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

### **3.9 FLY AMERICA**

Contractor and all subcontractors at every tier shall comply with the requirements of 49 U.S.C. 40118 and 4 CFR Part 52. Specifically, whenever work under this agreement may involve international transportation of goods, equipment or personnel by air, only U.S. flag air carriers shall be utilized, to the extent service by these carriers is available. Additionally, Contractor and any subcontractors at every tier shall include this requirement in all subcontracts. Further, in every instance where Contractor or any subcontractor(s) cannot comply with the requirements herein, a certification, in proper form, stating the reasons for non-compliance shall accompany the request for reimbursement or payment.

### **3.10 GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

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

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

#### **Instructions for Certification**

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transactions was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, RTA may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to RTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “persons”, “lower tier covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29].
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by RTA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transaction.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, RTA may pursue available remedies including suspension and/or Debarment.

### **3.11 RESTRICTIONS ON LOBBYING**

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

covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the RTA. The necessary form is available on <http://www.norta.com>.

### **3.12 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

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

### **3.13 PATENT AND RIGHTS IN DATA**

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

of automatic data processing equipment or programs for the Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects. d. Unless prohibited by state law, upon request by the Federal Government, the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government. e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal

Government under any patent. f. Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Contractor identifies that data in writing at the time of delivery of the contract work. g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA. 3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), Contractor agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. 4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

### **3.14 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS UPPER AND LOWER TIER TRANSACTIONS**

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et. seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal

Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

### **3.15 RECYCLED PRODUCTS**

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

### **3.16 SAFE OPERATION OF MOTOR VEHICLE**

The Recipient agrees as follows: a. Seat Belt Use. In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any subagreements, leases, third party contracts, or other similar documents in connection with the Project. b. Distracted Driving, Including Text Messaging While Driving. In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, the Recipient is encouraged to comply with the terms of the following Special Provision: (1) Definitions. As used in this Special Provision: (a) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary. (b) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law. (2) Safety. The Recipient is encouraged to: (a) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving— (b) Recipient-owned or Recipient-rented vehicles or Government-owned, leased or rented vehicles; (c) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or (d) Any vehicle, on or off duty, and using an employer supplied electronic device. (3) Recipient Size. The Recipient is encouraged to conduct workplace safety initiatives in a manner commensurate with the Recipient's size, such as: (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (b) Education, awareness, and other outreach to employees about the safety risks

associated with texting while driving. (4) Extension of Provision. The Recipient is encouraged to include this Special Provision in its subagreements with its subrecipients, its leases, and its third party contracts, and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

### **3.17 SUBSTANCE ABUSE REQUIREMENTS**

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

### **3.18 TERMINATION**

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

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

c. Opportunity to Cure (General Provision) The RTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to RTA’s satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from RTA setting forth the nature of said breach or default, (RTA) shall have the right to terminate the Contract without any

further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (RTA) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

### **3.19 CONTRACT WORK HOURS AND SAFETY STANDARD ACT**

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6). The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work" with a value greater than \$100,000. These nonconstruction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12) Flow down Requirements: Applies to third party contractors and sub-contractors. (1) Overtime requirements - No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section. (3) Withholding for unpaid wages and liquidated damages - NCTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. (4) Subcontracts - The Contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (1) through (4) of this section. overtime wages required by the clause set forth in paragraph (1) of this section. (3) Withholding for unpaid wages and liquidated damages - NCTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of

work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. (4) Subcontracts - The Contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (1) through (4) of this section.

# ATTACHMENT I

## LOUISIANA UNIFORM PUBLIC WORK BID FORM

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

**BID FOR: Replace Two (2) Air Compressors**  
**IFB No. 2024-013**

(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Regional Transit Authority and dated: March 27, 2024.

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

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

No. \_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_ Dated: \_\_\_\_\_

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

One hundred eight thousand eight hundred ninety four dollars and 00/100. Dollars (\$ 108,894.00)

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

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

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

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

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

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

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**NAME OF BIDDER:** Liftnow Automotive Equipment Corp.

**ADDRESS OF BIDDER:** PO Box 972 Yorktown Heights NY 10598

**LOUISIANA CONTRACTOR'S LICENSE NUMBER OR TAX IDENTIFICATION NUMBER:** 74-3093226

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** Paul Stern

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** Owner

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** 

**DATE:** 4/20/2024

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

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

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
**UNIT PRICE FORM**

**TO:** Regional Transit Authority  
2817 Canal St.  
New Orleans, LA 70119

**BID FOR: IFB #2024-013**  
Replace Two (2) Air Compressors

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

| DESCRIPTION:                    | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ |                  |             |                                                            |
|---------------------------------|-------------------------------------------------------------------------------------|------------------|-------------|------------------------------------------------------------|
| REF. NO.                        | QUANTITY:                                                                           | UNIT OF MEASURE: | UNIT PRICE  | UNIT PRICE EXTENSION<br><i>(Quantity times Unit Price)</i> |
| Replace existing air compressor | 2                                                                                   | each             | \$54,447.00 | \$108,894.00                                               |
|                                 |                                                                                     |                  |             |                                                            |

## DBE FORM 2 - DBE PARTICIPATION QUESTIONNAIRE

**INSTRUCTIONS:** Unless otherwise instructed by the Bidding Documents, this form must be submitted at time of Submission. This information is to be collected and documented for all federally-funded projects as required by the Department of Transportation 49 CFR Part 26. All items requested on the form are required. If an item is not applicable, respondents shall enter *N/A*. Each prime firm participating as a joint venture should complete a separate form and indicate (Item 9) that the response is a joint venture.

|                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| 1. Project name, project number and date of submittal:<br>Air Compressor<br>IFB 2024-013<br>4/23/24                                                                                                                                   | 2. Official name of firm:<br>Liftnow Automotive Equipment Corp.<br>Indicate if prime or subcontractor:<br>Prime                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 3. Address of office to perform work:<br>PO Box 972<br>Yorktown Heights NY 10598 |
| 4. Name of parent company, if any:<br>n/a                                                                                                                                                                                             | 5. Location of headquarters (city):<br>Yorktown Heights, NY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 6. Age of firm:<br>21 years                                                      |
| 7. Name, title, and telephone number of principle contact:<br>Paul Stern<br>Owner<br>914-424-3479                                                                                                                                     | 8. Indicate Special Status:<br><div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Small Business<br/> <input type="checkbox"/> Minority-Owned Business<br/> <input type="checkbox"/> Woman-Owned Business         </div> <div> <input type="checkbox"/> SLDBE certified<br/> <input type="checkbox"/> LAUCP certified*<br/> <input type="checkbox"/> SBE certified*         </div> </div> <p>*A firm participating as a DBE or SBE must be certified by the Louisiana Unified Certification Program (LAUCP) by the date of submittal. Current letter of certification shall be attached.</p> |                                                                                  |
| 9. Is this submittal a joint venture (JV)?<br><input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No<br>If yes, have the firms worked together before?<br><input type="checkbox"/> Yes<br><input type="checkbox"/> No | 10. Summary of firm's annual revenues (insert index number):<br><div style="display: flex; justify-content: space-between;"> <div>           Last Year <u>6</u><br/>           3 Years Ago <u>4</u> </div> <div>           2 Years Ago <u>4</u> </div> </div> <div style="margin-top: 10px;">           Ranges of annual revenues received:<br/>           1. less than \$500,000<br/>           2. \$500,000 - \$1,000,000<br/>           3. \$1,000,000 - \$2,000,000<br/>           4. \$2,000,000 - \$4,000,000<br/>           5. \$5,000,000 - \$6,000,000<br/>           6. \$6,000,000 or greater         </div>                          |                                                                                  |

☒ I have reviewed the attached DBE Form I Schedule of Contract Participation and DBE Commitment, and confirm that the scope and price described was fairly negotiated. I further affirm that my firm is ready, willing, and able to perform the work as described and according to the requirement of the bid specifications.

☒ I do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct, and that I am authorized on behalf of this firm to make this affidavit.

Signature: Paul Stern Date: 04/20/2024  
 Print Name: Paul Stern Title: Owner

**DBE FORM 1 - CONTRACT PARTICIPATION AND DISADVANTAGED BUSINESS ENTERPRISE  
(DBE) COMMITMENT**

**Column A.** Indicate the firm's role: prime, sub-tier 2 (first-level sub), sub-tier 3 (sub of a sub), manufacturer, regular dealer/supplier, or broker/agent. Please note that only 60% of the value of regular dealer/supplier commissions and fees can be counted toward Disadvantaged Business Enterprise (DBE) participation. All firms participating (DBE and non-DBE, prime and subs) must be included on the form.

**Column B.** Provide the name and address of the firm.

**Column C.** Provide the principal contact person and phone number of the firm.

**Column D.** Describe the work, goods, and/or services to be provided by the firm.

**Column E.** Indicate the dollar amount of total bid (including all alternatives) assigned to the firm. Enter NIA for qualification statements (RFQ).

**Column F.** Indicate the percent value of the bid amount of work assigned to the firm. Total percent value of work should equal 100% to account for all work being performed on the contract.

**Column G.** Indicate whether firm is a DBE, SLDBE, or non-DBE. DBE-certified means federally certified by a member of the Louisiana Unified Certification Program ([www.LAUCP.org](http://www.LAUCP.org)). An SLDBE designation recognizes the firm as certified by the City of New Orleans SLDBE Program. For federally-funded projects, only DBE firms certified through the LAUCP program can be counted toward the DBE goal. For non-federal projects, both LAUCP and SLDBE certification is acceptable.



# DBE FORM 1 - CONTRACT PARTICIPATION AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMMITMENT (CONTINUED)

Project Title: Air Compressor Project No.: IFB 2024-013

Project Type (Specify DBE or SLDBE) \_\_\_\_\_ DBE Contract Goal 0 %

| A.                                                                     | B.                    | C.                                      | D.                                                      | E.                         | F.                     |
|------------------------------------------------------------------------|-----------------------|-----------------------------------------|---------------------------------------------------------|----------------------------|------------------------|
| FIRM ROLE (Prime, sub-tier 2, sub-tier 3 manufacturer, supplier, etc.) | FIRM NAME AND ADDRESS | PRINCIPAL CONTACT NAME AND PHONE NUMBER | WORK TO BE SUBCONTRACTED/GOODS/SERVICES TO BE PURCHASED | % VALUE OF WORK/ PURCHASES | DBE, SLDBE, OR non-DBE |
|                                                                        |                       |                                         |                                                         | %                          |                        |
|                                                                        |                       |                                         |                                                         | %                          |                        |
|                                                                        |                       |                                         |                                                         | %                          |                        |
|                                                                        |                       |                                         |                                                         | %                          |                        |
|                                                                        |                       |                                         |                                                         | %                          |                        |
|                                                                        |                       |                                         |                                                         | %                          |                        |
|                                                                        |                       |                                         |                                                         | %                          |                        |
|                                                                        |                       |                                         |                                                         | %                          |                        |

TOTAL VALUE OF PARTICIPATION FROM CONTINUATION PAGES:

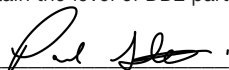
TOTAL VALUE OF PARTICIPATION:

|                        |                       |                         |
|------------------------|-----------------------|-------------------------|
|                        | %                     | %                       |
| Enter Total Bid Amount | Total Must Equal 100% | Total DBE Participation |
| \$                     | %                     | %                       |

*\*Supplier/Manufacturer/Purchase/Dealer work is counted at 60% participation toward DBE goal.*

*\*Total DBE participation is less than the goal, refer to the Good Faith Efforts section of the instructions, and attach a Schedule C and all other necessary documentation. Firms must be DBE-certified with an authorized agent of the LAUCP to count participation towards the goal.*

The undersigned prime firm will enter into a formal written agreement with the subcontractors / consultants/vendors identified herein for work and/or goods and services as shown in this schedule, conditioned upon the execution of a contract with the RTA. The undersigned agrees to be contractually bound to maintain the level of DBE participation set forth above. Failure to comply with this agreement constitutes breach of contract.

Signature:  Date: 04/20/2024

Printed Name: Paul Stern Title: Owner

## **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 Liftnow Automotive Equipment Corp.

Firm Address PO Box 972 Yorktown Heights NY 10598

Telephone Number 914-424-3479

Fax Number \_\_\_\_\_

E-Mail Address pjstern@liftnow.com

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


Age of the firm 21 Years

Annual gross receipts of the firm >\$6mm

Prime or Sub-Contractor Prime

NAICS code (s) 4231; 8111

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

Signature 

Title Owner

Date 4/20/2024

RTA Project No. 2024-013

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

NON-COLLUSION AFFIDAVIT

STATE OF New York


**PARISH OF** COUNTY OF NEW YORK

Paul Stern

, being first duly sworn, deposes and says that:

**Owner**

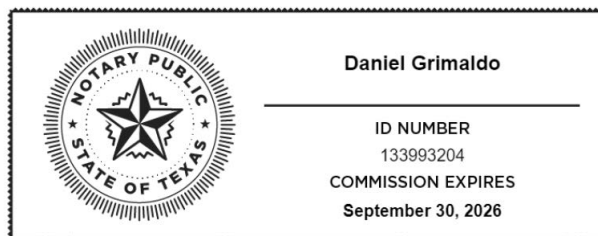
- (1) He is (Owner) (Partner) (Officer) (Representative) or (Agent), of \_\_\_\_\_, the Contractor that has submitted the attached bid;
- (2) Such Bid is genuine and is not a collusive or sham Bid.
- (3) The attached bid is not made in the interest of or on behalf of any undisclosed person, partnership,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

Signed: 

Title: Owner

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

  
NOTARY PUBLIC



## CQ-2012 Instructions

Who must complete this form?

When responding to a request for qualifications or request for proposals, all firms participating in the responding team, including the prime and all tier subs, must complete a form CQ-2012. Each prime firm participating as a joint venture must complete a separate CQ-2012 form and indicate on the form in item 10 that the response is a joint venture.

### Item Instructions:

Item 1 – Complete with the project name and project number as it appears on the RFQ/RFP document. Also include the date of submittal/proposal deadline as required by the RFQ/RFP document.

Item 2 – Complete with the official name of the firm. Indicate in parentheses below if this firm is participating as the prime or subconsultant. In the event of a joint venture, each member firm will submit a separate CQ-2012 form indicating the individual member's official firm name.

Item 3 – Complete with the address of the office to perform the work.

Item 4 – Complete with the name of the parent company, if any. If none, indicate Not Applicable, N/A.

Item 5 – If the address listed in item 3 is not the main headquarters of the firm, indicate the city and state of the firm's main headquarters.

Item 6 – Identify the principal contact person assigned to this project including the name, title, and telephone number. The principal contact is the main point of contact for the RTA staff as it relates to this project. The principal contact shall be available by phone during the duration of the project.

Item 7 – Identify the project manager from your firm assigned to this project. The project manager is considered to be the employee assigned to oversee this contract for the firm and may be the same as the principal contact.

Item 8 – Specify the type of business entity that best describes your firm. If the type is not listed, please indicate "other" and write in the business entity that best describes your firm.

Item 9 – Indicate any special status that apply to your firm. If your firm is a minority owned, small business please indicate both "Small business" and "Minority-owned business".

Item 10 - If your firm has attained certain certifications, in item 9b indicate the certifications held in addition to the special status descriptions. Small Business Enterprise (SBE) certification which is provided by the Regional Transit Authority (RTA) and the Louisiana Department of Transportation and Development (LaDOTD). State and Local Disadvantaged Business Enterprise (SLDBE) certification is issued by the City of New Orleans, Louis Armstrong New Orleans International Airport (LANOIA), and RTA. Louisiana Unified Certification Program (LAUCP) is Disadvantaged Business Enterprise (DBE) certification for minority and women owned businesses and can offered recognized by all Department of Transportation (DOT) funding recipients. LAUCP participating certifiers include: RTA, LANOIA, LaDOTD. For more information, please contact the RTA's DBE/SBE office at 504-827-8308.

Item 11 – Indicate whether submitting firm is a member of a joint venture. A joint venture is not the same as a prime-sub relationship. A joint venture is, according to Louisiana case law, a partnership under Louisiana law. The essential elements of a joint venture are generally the same as those of a partnership, i.e. two or more parties combining their property, labor, skill, etc. in the conduct of a venture for joint profit, with each having some right of control, and mutual risk vis a vis losses. Please consult with legal counsel if you are uncertain as to whether your submittal is a joint venture. If the submittal is a joint venture, indicate whether the joint venture has previously worked together on a contract.

Item 12 – Complete with a list of primary functions of your firm’s staff and indicate the number of employees that serve each function. For example list engineers, land surveyors, accountants, architects, etc. Indicate total number of employees and the number of Louisiana employees.

Item 13 – List all outside subcontractors or subconsultants your firm intends to employ on this project. If you are a prime firm, this list should include all subs contracted on this project along with specific tasks. All tier subs shall complete and submit a CQ-2012 form at the time of submittal. If you are a subconsultant and you intend to further contract out a portion of the work to a second or third tier sub please indicate the name and work to be performed in this space. For each subconsultant or subcontractor listed, the name and address of the firm and a description of the work to be performed shall be provided. For item 13 c, indicate if your firm has worked with this firm on previous contracts.

Item 14 – Provide brief resumes of the key persons that are involved in this project. Clearly identify persons participating in this project that are not located at the main office as listed in item 3. Additional pages may be added to incorporate the key persons but it is not necessary to include all persons participating in this project.

Item 15 – List previous work experience that is most relevant to the scope of this project that has been performed by the firm and the firm’s key personnel listed in item 14. For each experience, list the project name, the location of the work and the project owner’s name. The owner’s name should be the entity for which the prime contract was issued. In 15 b, please provide a reference contact name, telephone number and e-mail address of the owner’s primary contact, or if you were the sub on this contract, please provide the contact information for the prime firm on this contract. Include a project description of the complete project in item 15 c followed by a description of work performed by your firm on this contract. In item 15 e, include the date of completion or estimated date of completion in month/year format. In item 15 f, provide the total contract value and the value of the firm’s portion of this work. The estimated fees in 15 f may be rounded to the nearest thousand.

Item 16 – List all projects currently under contract or under contract negotiations that will be performed by the office listed in item 3.

Item 17 – This space may be used to list any additional specialties, resources or experiences that are relevant to this project and may set your firm apart from other competing firms. This is meant to be a brief statement of any information that was not conveyed in the above entries.


Item 18 – After reading the ethics questionnaire statement, please provide a statement of any real or potential conflicts of interests on a separate attached document on company letterhead.

Item 19 – The RTA technical evaluation committee acting on behalf of the RTA Board of Commissioners to review and evaluate the responses to this RFQ/RFP is considered a public committee and is therefore subject to the rules regulating open meetings. Pursuant to the Louisiana Revised Statute 42:6.1, the RTA technical evaluation committee may discuss the character and professional competence of this firm in executive session. By signing below, you agree to authorize the RTA to discuss these matters in executive session.

Item 20 – By signing below, you assert that the entries to this form are a statement of fact.

## FORM CQ - 2012

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

| <b>Regional Transit Authority</b><br>Contractor/Consultant Questionnaire<br>CQ-2012<br><br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1. Project name, project number and date of submittal:<br><br>IFB 2024-013 - 4/20/2024                       | 2. Official name of firm, indicate if prime or subconsultant:                                                                 | 3. Address of office to perform work:                                                                                                                                                                                                |   |                                |  |                                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                 |  |  |  |  |  |  |  |  |                 |  |
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| 4. Name of parent company, if any:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 5. Location of headquarters (city):                                                                          | 6. Name, title, and telephone number of principal contact:                                                                    | 7. Name, title, and telephone number of project manager:                                                                                                                                                                             |   |                                |  |                                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                 |  |  |  |  |  |  |  |  |                 |  |
| 8. Specify Type of Business Entity:<br><br>Corporation<br><br>Proprietorship<br><br>Partnership<br><br>Limited Liability Corporation (LLC)<br><br>Other _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 9. Indicate Special Status:<br><br>Small business<br><br>Minority-owned business<br><br>Woman-owned business | 10. Indicate certifications held regarding special status:<br><br>SBE certified<br><br>SLDBE certified<br><br>LAUCP certified | 11. Is this submittal a joint venture (JV)?<br><div style="text-align: center;">Yes      No</div> If so, has the JV worked together before?<br><div style="text-align: center;">Yes      No</div> Indicate the legal name of the JV: |   |                                |  |                                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                 |  |  |  |  |  |  |  |  |                 |  |
| 12. List full-time personnel by primary function. Count each only once. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%; text-align: center;">#</th> <th style="width: 45%; text-align: left;">Function (e.g. civil engineer)</th> <th style="width: 5%;"></th> <th style="width: 5%;"></th> <th style="width: 5%;"></th> <th style="width: 5%;"></th> <th style="width: 5%;"></th> <th style="width: 5%;"></th> <th style="width: 5%;"></th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr> <td colspan="7"></td> <td style="text-align: right;">Total Personnel Domiciled in LA</td> <td></td> </tr> <tr> <td colspan="7"></td> <td style="text-align: right;">Total Personnel</td> <td></td> </tr> </tbody> </table> |                                                                                                              |                                                                                                                               |                                                                                                                                                                                                                                      | # | Function (e.g. civil engineer) |  |                                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Total Personnel Domiciled in LA |  |  |  |  |  |  |  |  | Total Personnel |  |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                              |                                                                                                                               |                                                                                                                                                                                                                                      |   |                                |  | Total Personnel                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                 |  |  |  |  |  |  |  |  |                 |  |

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

| a. Name and address of subconsultant or subcontractor | b. Specific work to be performed on this project | c. Worked with prime firm before? |
|-------------------------------------------------------|--------------------------------------------------|-----------------------------------|
|                                                       |                                                  |                                   |
|                                                       |                                                  |                                   |
|                                                       |                                                  |                                   |
|                                                       |                                                  |                                   |
|                                                       |                                                  |                                   |
|                                                       |                                                  |                                   |
|                                                       |                                                  |                                   |
|                                                       |                                                  |                                   |
|                                                       |                                                  |                                   |

14. Brief resumes of key persons anticipated for this project (clearly identify if alternate office location if different than listed in item 3).

|                                                                                                                    |                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| a. Name and title:                                                                                                 | a. Name and title:                                                                                                 |
| b. Position or assignment for this project:                                                                        | b. Position or assignment for this project:                                                                        |
| c. Years of professional experience with this firm:                      With other firms:                         | c. Years of professional experience with this firm:                      With other firms:                         |
| d. Education:<br>College or University/ Degree / Year / Specialization                                             | d. Education:<br>College or University/ Degree / Year / Specialization                                             |
| e. Active registration or applicable certifications:<br>State / Discipline/ License number / First year registered | e. Active registration or applicable certifications:<br>State / Discipline/ License number / First year registered |
| f. Experience and qualifications relevant to this project:                                                         | f. Experience and qualifications relevant to this project:                                                         |

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

| a. Project name, location, and owner's name | b. Reference contact name, telephone number, and e-mail | c. Project description | d. Nature of firm's responsibilities | e. Completion date (actual or estimate) | f. Estimated fees (000's) |             |
|---------------------------------------------|---------------------------------------------------------|------------------------|--------------------------------------|-----------------------------------------|---------------------------|-------------|
|                                             |                                                         |                        |                                      |                                         | Entire project            | Firm's work |
|                                             |                                                         |                        |                                      |                                         |                           |             |
|                                             |                                                         |                        |                                      |                                         |                           |             |
|                                             |                                                         |                        |                                      |                                         |                           |             |
|                                             |                                                         |                        |                                      |                                         |                           |             |
|                                             |                                                         |                        |                                      |                                         |                           |             |
|                                             |                                                         |                        |                                      |                                         |                           |             |
|                                             |                                                         |                        |                                      |                                         |                           |             |

16. List all projects currently under contract or under contract negotiations that are being (or will be) performed by the firm's office as listed in item 3.

| a. Project name, location, and owner's name | b. Nature of firm's responsibility | c.<br>Indicate whether work<br>completed as prime,<br>subconsultant or joint venture | d.<br>Percent<br>complete | e. Estimated fees<br>(000's) |                  |
|---------------------------------------------|------------------------------------|--------------------------------------------------------------------------------------|---------------------------|------------------------------|------------------|
|                                             |                                    |                                                                                      |                           | Total fee                    | Fee<br>remaining |
|                                             |                                    |                                                                                      |                           |                              |                  |
|                                             |                                    |                                                                                      |                           |                              |                  |
|                                             |                                    |                                                                                      |                           |                              |                  |
|                                             |                                    |                                                                                      |                           |                              |                  |
|                                             |                                    |                                                                                      |                           |                              |                  |
|                                             |                                    |                                                                                      |                           |                              |                  |
|                                             |                                    |                                                                                      |                           |                              |                  |
|                                             |                                    |                                                                                      |                           |                              |                  |


17. Use this space to provide any additional information or description of resources supporting your firm's qualifications for the proposed project.

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

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

20. The forgoing is a statement of facts.

04/20/2024

Signature: 

Date: \_\_\_\_\_

Typed Name: \_\_\_\_\_

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

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Paul Stern Owner hereby certify on  
(Name and Title of Offeror Official)


behalf of Liftnow Automotive Equipment Corp. that:  
(Name of Offeror)

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

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

Executed this 19th day of April, 2024.

BY Paul Stern

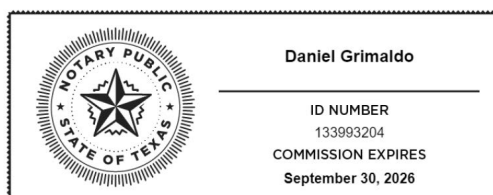
Witnesses:   
(Signature of Authorized Official)

Owner  
(Title of Authorized Official)

Sworn to and subscribed before me on this 19th day of April, 2024.

Notary Public In and For \_\_\_\_\_ Parish/County

State of Texas



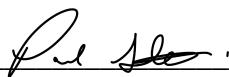
**CERTIFICATION REGARDING DEBARMENT  
SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION - LOWER TIER COVERED TRANSACTION**

- 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** Liftnow Automotive Equipment Corp.

**ADDRESS** P.O Box 972 Yorktown Hts NY 10598

**DATE** 04/20/2024



**Signature of Offeror's Authorized Representative**

**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.

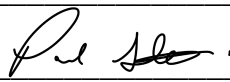
(If the primary participant is unable to certify to any of the statements I this certification, the participants shall attach an explanation to this certification.)

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** Liftnow Automotive Equipment Corp.

**ADDRESS** P.O Box 972 Yorktown Heights NY  
10598

**DATE** 04/20/2024

  
**Signature of Offeror's Authorized Representative**




**BUY AMERICA**

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

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

Date 04/20/2024

Signature 

Company Name Liftnow Automotive Equipment Corp.

Title Owner

RTA Project No. IFB 2024-013

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/16/2024

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

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

|                                                                                                                                                                      |  |                                                                                                                                                                         |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br><b>Bradley &amp; Parker, Inc. C/L</b><br><b>320 South Service Road</b><br><b>Melville, NY 11747</b><br><b>631 981-7600</b>                        |  | <b>CONTACT NAME:</b> Rachel Rossi<br><b>PHONE (A/C, No, Ext):</b> 631 981-7600<br><b>E-MAIL ADDRESS:</b> rrossi@bradley-parker.com<br><b>FAX (A/C, No):</b> 16319817681 |  |
| <b>INSURED</b><br><b>Certified Lift Installation &amp; Maintenance Corp ; Liftnow Automotive Equipment Corp. ; P.O. Box 972</b><br><b>Yorktown Heights, NY 10598</b> |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                                    |  |
|                                                                                                                                                                      |  | <b>INSURER A : Penn America Ins</b>                                                                                                                                     |  |
|                                                                                                                                                                      |  | <b>INSURER B : Ategrity Specialty Insurance Company</b>                                                                                                                 |  |
|                                                                                                                                                                      |  | <b>INSURER C : Wesco Insurance Company</b>                                                                                                                              |  |
|                                                                                                                                                                      |  | <b>INSURER D :</b>                                                                                                                                                      |  |
|                                                                                                                                                                      |  | <b>INSURER E :</b>                                                                                                                                                      |  |
|                                                                                                                                                                      |  | <b>INSURER F :</b>                                                                                                                                                      |  |
|                                                                                                                                                                      |  | <b>NAIC #</b>                                                                                                                                                           |  |
|                                                                                                                                                                      |  | <b>32859</b>                                                                                                                                                            |  |
|                                                                                                                                                                      |  | <b>16427</b>                                                                                                                                                            |  |
|                                                                                                                                                                      |  | <b>25011</b>                                                                                                                                                            |  |

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

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                      | ADDL INSR                           | SUBR WVD   | POLICY NUMBER         | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                              |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|------------|-----------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A</b> | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | <input checked="" type="checkbox"/> |            | <b>PAV0405676</b>     | <b>08/01/2023</b>       | <b>08/01/2024</b>       | EACH OCCURRENCE <b>\$1,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$300,000</b><br>MED EXP (Any one person) <b>\$15,000</b><br>PERSONAL & ADV INJURY <b>\$1,000,000</b><br>GENERAL AGGREGATE <b>\$2,000,000</b><br>PRODUCTS - COMP/OP AGG <b>\$2,000,000</b><br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY                                                                                                                        |                                     |            |                       |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                                                               |
| <b>B</b> | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br>DED <input checked="" type="checkbox"/> RETENTION <b>\$10,000</b>                                                                                                                                                  | <input checked="" type="checkbox"/> |            | <b>01PXL700019581</b> | <b>08/01/2023</b>       | <b>08/01/2024</b>       | EACH OCCURRENCE <b>\$5,000,000</b><br>AGGREGATE <b>\$5,000,000</b><br>\$                                                                                                                                                                                                            |
| <b>C</b> | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                         |                                     | <b>N/A</b> | <b>WWC3664501</b>     | <b>08/01/2023</b>       | <b>08/01/2024</b>       | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT <b>\$1,000,000</b><br>E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b><br>E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>                                                         |

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

**Re: Sourcewell contract 013020-LFT.**

**Chesterfield County, their officers, employees and agents are included as Additional Insureds on a General Liability Policy as required by written contract.**

**CERTIFICATE HOLDER****CANCELLATION**

**Chesterfield County**  
**c/o Risk Management**  
**9901 Lori Road, Room 206**  
**Chesterfield, VA 23832**

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

AUTHORIZED REPRESENTATIVE

*[Signature]*

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
**UNIT PRICE FORM**

**TO:** Regional Transit Authority  
2817 Canal St.  
New Orleans, LA 70119

**BID FOR: IFB #2024-013**  
Replace Two (2) Air Compressors

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

| DESCRIPTION:                    | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ |                  |             |                                                            |
|---------------------------------|-------------------------------------------------------------------------------------|------------------|-------------|------------------------------------------------------------|
| REF. NO.                        | QUANTITY:                                                                           | UNIT OF MEASURE: | UNIT PRICE  | UNIT PRICE EXTENSION<br><i>(Quantity times Unit Price)</i> |
| Replace existing air compressor | 2                                                                                   | each             | \$54,447.00 | \$108,894.00                                               |
|                                 |                                                                                     |                  |             |                                                            |



# New Orleans Regional Transit Authority

2817 Canal Street  
New Orleans, LA 70119

## Board Report and Staff Summary

File #: 24-050

Board of Commissioners

### CY 2023 Louisiana Compliance Questionnaire

|                                                                                                                                                                                                                      |                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| DESCRIPTION: The purpose of this resolution is to obtain Board approval for the completion and submittal of the Louisiana Compliance Questionnaire in conjunction with the RTA's calendar year 2023 financial audit. | AGENDA NO: Click or tap here to enter text. |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other                                        |                                             |

### RECOMMENDATION:

Authorize the Chief Financial Officer to complete and submit the 2023 Louisiana Compliance Questionnaire.

### ISSUE/BACKGROUND:

The Louisiana Compliance Questionnaire is a required part of a financial audit of Louisiana state and local government and quasi-public agencies.

### DISCUSSION:

The State Legislative Auditor requires that the Louisiana Compliance Questionnaire be presented to and adopted by the governing body of the New Orleans Regional Transit Authority by means of a formal resolution in an open meeting.

### FINANCIAL IMPACT:

There are no costs associated with completing the CY2023 Louisiana Compliance Questionnaire. Annual audits can significantly reduce costs related to unnecessary expenses and help track and solve internal issues. Additionally, the fundamental purpose of the audit is to provide independent assurance that management has, in its financial statements, presented a "true and fair" view of RTA's financial performance.

### NEXT STEPS:

Staff will be authorized to submit the Questionnaire as required by the State Legislative Auditor.

### ATTACHMENTS:

1. Resolution Adopting CY2023
2. LA Compliance Questionnaire

Prepared By: Jessica M. Lang  
Title: Business Analyst

Reviewed By: Mark A. Major  
Title: Deputy CEO, Administration & Finance

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



Lona Edwards Hankins  
Chief Executive Officer

6/7/2024

Date

[Click or tap here to enter text.](#)



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

STATE OF LOUISIANA  
PARISH OF ORLEANS

---

**LOUISIANA COMPLIANCE QUESTIONNAIRE IN  
ASSOCIATION WITH CALENDAR YEAR 2023  
FINANCIAL AUDIT**

---

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

**WHEREAS**, the Board of Commissioners of the Regional Transit Authority (hereinafter "Board") considered the matter of adoption of the Louisiana Compliance Questionnaire as completed by Regional Transit Authority (hereinafter RTA); and

**WHEREAS**, the Legislative Auditor requires that this questionnaire be completed as part of the financial and compliance audits of Louisiana governmental units and quasi-public entities, the completed questionnaire must be presented to and adopted by the governing body; and

**WHEREAS**, the completed questionnaire and the copy of the adoption instrument must be given to auditors when performing audits of RTA records and activities; and

**WHEREAS**, the Board of Commissioners has reviewed this questionnaire and agrees with the statements contained therein; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Regional Transit Authority that the completed questionnaire as attached hereto is adopted.

Resolution No. \_\_\_\_\_

Page 2

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

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

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

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

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

**AND THE RESOLUTION WAS ADOPTED ON THE 25th DAY OF JUNE, 2024.**

---

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

**LOUISIANA COMPLIANCE QUESTIONNAIRE  
(For Audit Engagements of Governments)**

Dear Chief Executive Officer:

Attached is the Louisiana Compliance Questionnaire that is to be completed by you or your staff. This questionnaire is a required part of a financial audit of Louisiana state and local government agencies. The completed and signed questionnaire must be presented to and adopted by the governing body, if any, of your organization by means of a formal resolution in an open meeting. Independently elected officials should sign the document, in lieu of such a resolution.

The completed and signed questionnaire and a copy of the adoption instrument, if appropriate, **must be given to the auditor at the beginning of the audit.** The auditor will, during the course of his/her regular audit, test the accuracy of the responses in the questionnaire. It is not necessary to return the questionnaire to the Legislative Auditor's office.

Certain portions of the questionnaire may not be applicable to your organization. In such cases, it is appropriate to mark the representation "not applicable." However, you must respond to each applicable representation. A 'yes' answer indicates that you have complied with the applicable law or regulation. A 'no' answer to any representation indicates a possible violation of law or regulation and, as such, should be fully explained. These matters will be reviewed by the auditor during the course of his/her audit. Please feel free to attach a further explanation of any representation.

Your cooperation in this matter will be greatly appreciated.

Sincerely,

Michael J Waguespack, CPA  
Louisiana Legislative Auditor

Enclosure

**LOUISIANA COMPLIANCE QUESTIONNAIRE**  
**(For Audit Engagements of Government Agencies)**

\_\_\_\_\_ (Date Transmitted)

Carr, Riggs & Ingram, LLC (CPA Firm Address)

111 Veterans Blvd. Suite 350 (CPA Firm Address)

Metairie, LA 70005 (City, State Zip)

In connection with your audit of our financial statements as of December 31, 2023, and for

January 1, 2023 to December 31, 2023 (period of audit) for the

purpose of expressing an opinion as to the fair presentation of our financial statements in accordance with accounting principles generally accepted in the United States of America, to assess our internal control structure as a part of your audit, and to review our compliance with applicable laws and regulations, we confirm, to the best of our knowledge and belief, the following representations. These representations are based on the information available to us as of

June 25<sup>th</sup>, 2024 (date completed/date of the representations).

**PART I. AGENCY PROFILE**

1. Name and address of the organization.

Regional Transit Authority  
2817 Canal Street  
New Orleans, LA 70119

2. List the population of the municipality or parish based upon the last official United States Census or most recent official census (municipalities and police juries only). Include the source of the information.

NOT APPLICABLE

3. List names, addresses, and telephone numbers of entity officials. Include elected/appointed members of the governing board, chief executive and fiscal officer, and legal counsel.

|                                   |                   |                       |
|-----------------------------------|-------------------|-----------------------|
| Commissioner Mark Raymond, Jr.    | 2817 Canal Street | New Orleans, LA 70119 |
| Commissioner Sunni LeBeouf        | 2817 Canal Street | New Orleans, LA 70119 |
| Commissioner Fred Neal, Jr.       | 2817 Canal Street | New Orleans, LA 70119 |
| Commissioner Timothy Coulon       | 2817 Canal Street | New Orleans, LA 70119 |
| Commissioner Art Walton           | 2817 Canal Street | New Orleans, LA 70119 |
| Commissioner Joseph J. Ewell, Jr. | 2817 Canal Street | New Orleans, LA 70119 |
| Commissioner Maria DeFrancesch    | 2817 Canal Street | New Orleans, LA 70119 |
| Lona Edwards Hankins, CEO         | 2817 Canal Street | New Orleans, LA 70119 |
| Gizelle Johnson – Banks, CFO      | 2817 Canal Street | New Orleans, LA 70119 |

Haley Law Firm LLC., Sundiata Haley, General Counsel of RTA, 650 Poydras Street, Suite 2015, New Orleans, LA 70130

4. Period of time covered by this questionnaire.

January 1, 2023 – December 31, 2023

5. The entity has been organized under the following provisions of the Louisiana Revised Statute(s) (R.S.) and, if applicable, local resolutions/ordinances.

Regional Transit Authority Act of 1979. Added by Acts 1979, No. 439 effective August 1, 1979 revised Statute 48:1651.

Additionally, since October 1985, the RTA provides bus services in the City of Kenner. Lastly, since February 2014, RTA has operated Ferry Services in Orleans and St. Bernard Parishes.

6. Briefly describe the public services provided.

Since July 1, 1983, the Regional Transit Authority (RTA) provides bus, streetcar and paratransit services in the City of New Orleans. Additionally, since October 1985, the RTA provides bus services in the City of Kenner. Lastly, since February 2014, operated ferry services in Orleans and St. Bernard Parishes.

7. Expiration date of current elected/appointed officials' terms.

In 1989, the State Legislature amended the RTA enabling legislation to provide that all members appointed to the Board shall serve at the pleasure of the appointing Authority (R.S. 48:1655C).

## **LEGAL COMPLIANCE**

### **PART II. PUBLIC BID LAW**

8. The provisions of the public bid law, R.S. Title 38:2211-2296, and, where applicable, the regulations of the Division of Administration, State Purchasing Office have been complied with.

A) All public works purchases exceeding \$250,000 have been publicly bid.

B) All material and supply purchases exceeding \$60,000 have been publicly bid.

Yes [ X ] No [ ] N/A [ ]

### **PART III. CODE OF ETHICS LAW FOR PUBLIC OFFICIALS AND PUBLIC EMPLOYEES**

9. It is true that no employees or officials have accepted anything of value, whether in the form of a service, loan, or promise, from anyone that would constitute a violation of R.S. 42:1101-1124.

Yes [ X ] No [ ] N/A [ ]

10. It is true that no member of the immediate family of any member of the governing authority, or the chief executive of the governmental entity, has been employed by the governmental entity after April 1, 1980, under circumstances that would constitute a violation of R.S. 42:1119.

Yes [ X ] No [ ] N/A [ ]

### **PART IV. LAWS AFFECTING BUDGETING**

11. We have complied with the budgeting requirements of the Local Government Budget Act (R.S. 39:1301-15) R.S. 39:33, or R.S. 39:1331-1342, as applicable:

A. Local Budget Act

1. We have adopted a budget for the general fund and all special revenue funds (R.S. 39:1305).
2. The chief executive officer, or equivalent, has prepared a proposed budget that included a budget message, a proposed budget for the general fund and each special revenue fund, and a budget adoption instrument that defined the authority of the chief executive and administrative officers to make budgetary amendments within various budget classifications without approval by the governing authority, as well as those powers reserved solely to the governing authority. Furthermore, the proposed expenditures did not exceed estimated funds to be available during the period (R.S. 39:1305).
3. The proposed budget was submitted to the governing authority and made available for public inspection at least 15 days prior to the beginning of the budget year (R.S. 39:1306).
4. To the extent that proposed expenditures were greater than \$500,000, we have made the budget available for public inspection and have advertised its availability in our official journal. The advertisement included the date, time, and place of the public hearing on the budget. Notice has also been published certifying that all actions required by the Local Government Budget Act have been completed (R.S. 39:1307).
5. If required, the proposed budget was made available for public inspection at the location required by R.S. 39:1308.
6. All action necessary to adopt and finalize the budget was completed prior to the date required by state law. The adopted budget contained the same information as that required for the proposed budget (R.S. 39:1309).
7. After adoption, a certified copy of the budget has been retained by the chief executive officer or equivalent officer (R.S. 39:1309).
8. To the extent that proposed expenditures were greater than \$500,000, the chief executive officer or equivalent notified the governing authority in writing during the year when actual receipts plus projected revenue collections for the year failed to meet budgeted revenues by five percent or more, or when actual expenditures plus projected expenditures to year end exceeded budgeted expenditures by five percent or more (R.S. 39:1311).
9. The governing authority has amended its budget when notified, as provided by R.S. 39:1311. (Note, general and special revenue fund budgets should be amended, regardless of the amount of expenditures in the fund, when actual receipts plus projected revenue collections for the year fail to meet budgeted revenues by five percent or more; or when actual expenditures plus projected expenditures to year end exceed budgeted expenditures by five percent or more. State law exempts from the amendment requirements special revenue funds with anticipated expenditures of \$500,000 or less, and exempts special revenue funds whose revenues are expenditure-driven - primarily federal funds-from the requirement to amend revenues.)

Yes [ X ] No [ ] N/A [ ]

B. State Budget Requirements

1. The state agency has complied with the budgetary requirements of R.S. 39:33.

Yes [ X ] No [ ] N/A [ ]

C. Licensing Boards

1. The licensing board has complied with the budgetary requirements of R.S. 39:1331-1342.

Yes [ ] No [ ] N/A [ X ]

**PART V. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING LAWS**

12. We have maintained our accounting records in such a manner as to provide evidence of legal compliance and the preparation of annual financial statements to comply with R.S. 24:513 and 515, and/or 33:463.

Yes [ X ] No [ ] N/A [ ]

13. All non-exempt governmental records are available as a public record and have been retained for at least three years, as required by R.S. 44:1, 44:7, 44:31, and 44:36.

Yes [ X ] No [ ] N/A [ ]

14. We have filed our annual financial statements in accordance with R.S. 24:514, and 33:463 where applicable.  
Yes ☒ No ☐ N/A ☐

15. We have had our financial statements audited in a timely manner in accordance with R.S. 24:513.  
Yes ☒ No ☐ N/A ☐

16. We did not enter into any contracts that utilized state funds as defined in R.S. 39:72.1 A. (2); and that were subject to the public bid law (R.S. 38:2211, et seq.), while the agency was not in compliance with R.S. 24:513 (the audit law).

Yes ☒ No ☐ N/A ☐

17. We have complied with R.S. 24:513 A. (3) regarding disclosure of compensation, reimbursements, benefits and other payments to the agency head, political subdivision head, or chief executive officer.

Yes ☒ No ☐ N/A ☐

18. We have remitted all fees, fines, and court costs collected on behalf of other entities, in compliance with applicable Louisiana Revised Statutes or other laws.

Yes ☐ No ☐ N/A ☒

19. We have complied with R.S. 24:515.2 regarding reporting of pre- and post- adjudication court costs, fines and fees assessed or imposed; the amounts collected; the amounts outstanding; the amounts retained; the amounts disbursed, and the amounts received from disbursements.

Yes ☐ No ☐ N/A ☒

#### **PART VI. MEETINGS**

20. We have complied with the provisions of the Open Meetings Law, provided in R. S. 42:11 through 42:28.

Yes ☒ No ☐ N/A ☐

#### **PART VII. ASSET MANAGEMENT LAWS**

21. We have maintained records of our fixed assets and movable property records, as required by R.S. 24:515 and/or 39:321-332, as applicable.

Yes ☒ No ☐ N/A ☐

#### **PART VIII. FISCAL AGENCY AND CASH MANAGEMENT LAWS**

22. We have complied with the fiscal agency and cash management requirements of R.S. 39:1211-45 and 49:301-327, as applicable.

Yes ☒ No ☐ N/A ☐

#### **PART IX. DEBT RESTRICTION LAWS**

23. It is true we have not incurred any long-term indebtedness without the approval of the State Bond Commission, as provided by Article VII, Section 8 of the 1974 Louisiana Constitution, Article VI, Section 33 of the 1974 Louisiana Constitution, and R.S. 39:1410.60-1410.65.

Yes ☒ No ☐ N/A ☐

24. We have complied with the debt limitation requirements of state law (R.S. 39:562).

Yes ☒ No ☐ N/A ☐

25. We have complied with the reporting requirements relating to the Fiscal Review Committee of the State Bond Commission (R.S. 39:1410.62).

Yes ☒ No ☐ N/A ☐

#### **PART X. REVENUE AND EXPENDITURE RESTRICTION LAWS**

26. We have restricted the collections and expenditures of revenues to those amounts authorized by Louisiana statutes, tax propositions, and budget ordinances.

Yes ☒ No ☐ N/A ☐

27. It is true we have not advanced wages or salaries to employees or paid bonuses in violation of Article VII, Section 14 of the 1974 Louisiana Constitution, R.S. 14:138, and AG opinion 79-729.

Yes ☒ No ☐ N/A ☐

28. It is true that no property or things of value have been loaned, pledged, or granted to anyone in violation of Article VII, Section 14 of the 1974 Louisiana Constitution.

Yes ☒ No ☐ N/A ☐

#### **PART XI. ISSUERS OF MUNICIPAL SECURITIES**

29. It is true that we have complied with the requirements of R.S. 39:1438.C.

Yes ☒ No ☐ N/A ☐

#### **PART XI. QUESTIONS FOR SPECIFIC GOVERNMENTAL UNITS**

##### **Parish Governments**

30. We have adopted a system of road administration that provides as follows:

- A. Approval of the governing authority of all expenditures, R.S. 48:755(A).
- B. Development of a capital improvement program on a selective basis, R.S. 48:755.
- C. Centralized purchasing of equipment and supplies, R.S. 48:755.
- D. Centralized accounting, R.S. 48:755.
- E. A construction program based on engineering plans and inspections, R.S. 48:755.
- F. Selective maintenance program, R.S. 48:755.
- G. Annual certification of compliance to the auditor, R.S. 48:758.

Yes ☐ No ☐ N/A ☒

##### **School Boards**

31. We have complied with the general statutory, constitutional, and regulatory provisions of the Louisiana Department of Education, R.S. 17:51-400.

Yes ☐ No ☐ N/A ☒

32. We have complied with the regulatory circulars issued by the Louisiana Department of Education that govern the Minimum Foundation Program.

Yes ☐ No ☐ N/A ☒

33. We have, to the best of our knowledge, accurately compiled the performance measurement data contained in the following schedules and recognize that your agreed-upon procedures will be applied to such schedules and performance measurement data:

Parish school boards are required to report, as part of their annual financial statements, measures of performance. These performance indicators are found in the supplemental schedules:

- Schedule 1, General Fund Instructional and Support Expenditures and Certain Local Revenue Sources
- Schedule 2, Class Size Characteristics

We have also, to the best of our knowledge, accurately compiled the performance measurement data contained in the following schedules, and recognize that although the schedules will not be included in the agreed-upon procedures report, the content of the schedules will be tested and reported upon by school board auditors in the school board performance measures agreed-upon procedures report:

- Education Levels of Public School Staff
- Experience of Public Principals, Assistant Principals, and Full-time Classroom Teachers
- Public School Staff Data: Average Salaries

We understand that the content of the first two schedules will be tested and reported upon together.

Yes [ ] No [ ] N/A [ X ]

#### Tax Collectors

34. We have complied with the general statutory requirements of R.S. 47.

Yes [ ] No [ ] N/A [ X ]

#### Sheriffs

35. We have complied with the state supplemental pay regulations of R.S. 40:1667.7.

Yes [ ] No [ ] N/A [ X ]

36. We have complied with R.S. 13:5535 relating to the feeding and keeping of prisoners.

Yes [ ] No [ ] N/A [ X ]

#### District Attorneys

37. We have complied with the regulations of the DCFS that relate to the Title IV-D Program.

Yes [ ] No [ ] N/A [ X ]

#### Assessors

38. We have complied with the regulatory requirements found in R.S. Title 47.

Yes [ ] No [ ] N/A [ X ]

39. We have complied with the regulations of the Louisiana Tax Commission relating to the reassessment of property.

Yes [ ] No [ ] N/A [ X ]

#### Clerks of Court

40. We have complied with R.S. 13:751-917 and applicable sections of R.S. 11:1501-1562.

Yes [ ] No [ ] N/A [ X ]

#### Libraries

41. We have complied with the regulations of the Louisiana State Library.

Yes [ ] No [ ] N/A [ X ]

#### Municipalities

42. Minutes are taken at all meetings of the governing authority (R.S. 42:20).

Yes [ ] No [ ] N/A [ X ]

43. Minutes, ordinances, resolutions, budgets, and other official proceedings of the municipalities are published in the official journal (R.S. 43:141-146 and A.G. 86-528).

Yes [ ] No [ ] N/A [ X ]

44. All official action taken by the municipality is conducted at public meetings (R.S. 42:11 to 42:28).

Yes [ ] No [ ] N/A [ X ]

#### Airports

45. We have submitted our applications for funding airport construction or development to the Department of Transportation and Development as required by R.S. 2:802.

Yes [ ] No [ ] N/A [ X ]

46. We have adopted a system of administration that provides for approval by the department for any expenditures of funds appropriated from the Transportation Trust Fund, and no funds have been expended without department approval (R.S. 2:810).

Yes [ ] No [ ] N/A [ X ]

47. All project funds have been expended on the project and for no other purpose (R.S. 2:810).

Yes [ ] No [ ] N/A [ X ]

48. We have certified to the auditor, on an annual basis, that we have expended project funds in accordance with the standards established by law (R.S. 2:811).

Yes [ ] No [ ] N/A [ X ]

#### Ports

49. We have submitted our applications for funding port construction or development to the Department of Transportation and Development as required by R.S. 34:3452.

Yes [ ] No [ ] N/A [ X ]

50. We have adopted a system of administration that provides for approval by the department for any expenditures of funds made out of state and local matching funds, and no funds have been expended without department approval (R.S. 34:3460).

Yes [ ] No [ ] N/A [ X ]

51. All project funds have been expended on the project and for no other purpose (R.S. 34:3460).

Yes [ ] No [ ] N/A [ X ]

52. We have established a system of administration that provides for the development of a capital improvement program on a selective basis, centralized purchasing of equipment and supplies, centralized accounting, and the selective maintenance and construction of port facilities based upon engineering plans and inspections (R.S. 34:3460).

Yes [ ] No [ ] N/A [ X ]

53. We have certified to the auditor, on an annual basis, that we have expended project funds in accordance with the standards established by law (R.S. 34:3461).

Yes [ ] No [ ] N/A [ X ]

#### Sewerage Districts

54. We have complied with the statutory requirements of R.S. 33:3881-4159.10.

Yes [ ] No [ ] N/A [ X ]

#### Waterworks Districts

55. We have complied with the statutory requirements of R.S. 33:3811-3837.

Yes [ ] No [ ] N/A [ X ]

#### Utility Districts

56. We have complied with the statutory requirements of R.S. 33:4161-4546.21.

Yes [ ] No [ ] N/A [ X ]

#### Drainage and Irrigation Districts

57. We have complied with the statutory requirements of R.S. 38:1601-1707 (Drainage Districts); R.S. 38:1751-1921 (Gravity Drainage Districts); R.S. 38:1991-2048 (Levee and Drainage Districts); or R.S. 38:2101-2123 (Irrigation Districts), as appropriate.

Yes [ ] No [ ] N/A [ X ]

#### Fire Protection Districts

58. We have complied with the statutory requirements of R.S. 40:1491-1509.

Yes [ ] No [ ] N/A [ X ]

#### Other Special Districts

59. We have complied with those specific statutory requirements of state law applicable to our district.

Yes [ ] No [ ] N/A [ X ]

The previous responses have been made to the best of our belief and knowledge. We have disclosed to you all known noncompliance of the foregoing laws and regulations, as well as any contradictions to the foregoing representations. We have made available to you documentation relating to the foregoing laws and regulations.

We have provided you with any communications from regulatory agencies or other sources concerning any possible noncompliance with the foregoing laws and regulations, including any communications received between the end of the period under examination and the issuance of this report. We acknowledge our responsibility to disclose to you and the Legislative Auditor any known noncompliance that may occur subsequent to the issuance of your report.

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Mark Raymond, Jr., Chairman  
Regional Transit Authority

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Date

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Lona Edwards Hankins, Chief Executive Officer  
Regional Transit Authority

---

Date

---

Gizelle Johnson-Banks, Chief Financial Officer  
Regional Transit Authority

---

Date



# New Orleans Regional Transit Authority

2817 Canal Street  
New Orleans, LA 70119

## Board Report and Staff Summary

File #: 24-033

Board of Commissioners

Authorization to Extend Transit Security Month-to-Month Services with Security Experts and Leaders (SEAL)

|                                                                                                                                                                                                                                                                             |                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| DESCRIPTION: Security Experts and Leaders (SEAL) will continue to provide transit security services on a month-to-month basis to RTA until RTA secures either a new contract or a formal agreement for similar services. This extension will continue through May 31, 2025. | AGENDA NO: N/A FILE ID: 24-033 |
| ACTION REQUEST: <input type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other                                                                                                          |                                |

### RECOMMENDATION:

Authorize the Chief Executive Officer to extend month-to-month services, and add additional funds, provided by Security Experts and Leaders (SEAL), awarded for Transit Security Services in the amount of \$1,520,033.

### ISSUE/BACKGROUND:

The initial solicitation awarded by the Board was subsequently protested. As a result, RTA Procurement and the Department of Physical Security opened the solicitation for Security Service Vendors to submit proposals based on the provided "Scope of Work". A committee was selected, all proposals were reviewed and scored, and a Security Services Vendor was selected, however, RFP #2023-111 was again protested, and we are still currently on a month-to-month basis with SEAL. In consultation with the Procurement Department, the Chief Safety, Security, and Emergency Management Officer determined that one (1) calendar year is sufficient to allow for a thorough review and implementation of the means of coverage that is best suited for RTA's needs.

### DISCUSSION:

Maintaining a secure transit environment is one of RTA's top priorities. RTA chose SEAL Security to provide armed, uniformed security personnel to aid in securing all property owned, leased, operated, and/or maintained by RTA (i.e., facilities, and vehicles). SEAL is expected to assist employees, contractors, patrons, and the citizens of New Orleans and surrounding parishes by maintaining order, providing excellent customer service, and rendering assistance as needed. SEAL works closely with local, state, and federal emergency response agencies, always rendering aid as needed. Security Experts and Leaders (SEAL) will continue to provide transit security services on a month-to-month basis to RTA until RTA secures either a new contract or a formal agreement for similar services. This extension will continue through May 31, 2025

The security services under this contract will include security coverage for transit facilities, assets, and areas designated for Transit Operations. SEAL will be responsible for providing highly qualified,

professional, alert, diverse, and proactive security personnel with an emphasis on customer service and ambassadorship. All personnel assigned to the RTA Contract will be dedicated to the account and shall not work on other accounts as part of their normal duty day. This service will be non-stop, despite the weather, disasters, or susceptible or actual organized labor action, Service will be required 24 hours a day, 365 days a year unless otherwise communicated by RTA's Project Manager.

#### FINANCIAL IMPACT:

Funds for this contract are available from the RTA Operational Budget. Operating Account Number: 1330099.7650.161. SEAL will invoice us \$1,520,033 (estimated funds needed for services through 54 weeks). The total projected cost is \$1,520,033.

#### NEXT STEPS:

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

#### ATTACHMENTS:

1. Independent Cost Estimate Summary Form (ICE)
2. Change Order Routing Sheet
3. Change Order Justification
4. Original SEAL Purchase Order: 2021
5. Resolution
6. Previous SEAL PO: August 2023
7. Recent SEAL PO: March 2024

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

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

Reviewed By: Gizelle Johnson Banks  
Title: Chief Financial Officer



5/2/2024

Lona Edwards Hankins  
Chief Executive Officer

Date



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

STATE OF  
LOUISIANA PARISH  
OF ORLEANS

---

**AUTHORIZATION TO EXTEND TRANSIT SECURITY MONTH-TO-MONTH SERVICES  
WITH SECURITY EXPERTS AND LEADERS (SEAL)**

---

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

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

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

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

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

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

**WHEREAS**, in order to maintain Transit Security Services at existing levels, the RTA Board of Commissioners authorized staff to extend Transit Security Services with SEAL through a series of month-to-month extensions from October 2022 to February 2024;

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

**WHEREAS**, RTA staff have reasonably determined that there is a need to authorize an extension of the current month-to-month agreement for the provision of Transit Security Services until RTA either secures a new contract or enters into a formal agreement for similar services [“coverage”]; and

**WHEREAS**, RTA staff have determined that one (1) calendar year is sufficient to allow for a thorough review and implementation of the means of coverage that is best suited to RTA; and

**WHEREAS**, RTA staff have determined that the extension of Transit Security Services at existing levels will cost approximately ONE MILLION FIVE HUNDRED TWENTY THOUSAND THIRTY-THREE DOLLARS AND ZERO CENTS (\$1,520,033.00) for this time period; and

**WHEREAS**, funding is available through RTA Operating Account #1330099.7650.161 for a total cost not to exceed ONE MILLION FIVE HUNDRED TWENTY THOUSAND THIRTY-THREE DOLLARS AND ZERO CENTS (\$1,520,033.00).

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

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

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

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

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

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

**AND THE RESOLUTION WAS ADOPTED ON THE 28<sup>th</sup> DAY OF MAY, 2024.**

\_\_\_\_\_  
**MARK RAYMOND, JR.**  
**CHAIRMAN**  
**RTA BOARD OF COMMISSIONERS**

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/Number: 2020-009

Date of Estimate: 4/25/2024

Description of Goods/Services:

Contract to provide security services, PO #912771

☐ New Procurement

☒ Contract Modification (Change Order)

☐ Exercise of Option

Method of Obtaining Estimate:

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

☐ Published Price List (attach source and date)

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

☐ Comparable Purchases by Other Agencies (attach email correspondence)

☐ Engineering or Technical Estimate (attach)

☐ Independent Third-Party Estimate (attach)

☐ Other (specify) \_\_\_\_\_ attach documentation

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

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

total cost of the goods/services is \$ 1,520,033

The preceding independent cost estimate was prepared by:

Ivana C. Butler

Name

*Ivana C. Butler*

Signature

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

### **Explanation**

Security Experts and Leaders (SEAL) will continue to provide transit security services on a month-to-month basis to RTA until RTA secures either a new contract or a formal agreement for similar services. This extension will continue through May 31, 2025.

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

### **Calculation**

With this service agreement, the projected total cost to continue services at current levels through May 31, 2024 is approximately \$1,520,033. This is the estimated amount needed for services from June 1, 2024, through May 31, 2025, at an average rate of \$25,872/week for 52 weeks. This includes a 3% contingency to help support special events such as Carnival season, public meetings hosted by RTA, and other ad hoc requests for specialized security services. See calculation, below:

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

$\$3696 \times 7 \text{ hubs (Willow Barn, Duncan Plaza, Lake Forest, Admin Front Desk, NOLA East, Rear Gate, Money Room)} = \$25,872 \text{ weekly} \times 52 \text{ weeks} = \$1,345,344$

In August 2022, Canal Street service was added at a rate of \$22/hr. Canal Street service is 114 hrs per week  $\times 52 \text{ weeks} = 5,928 \text{ hours} \times \$22/\text{hr} = \$130,416$ .

Total amount estimated from June 1, 2024, through May 31, 2025: \$1,475,760

Including the 3% contingency, we estimate needing \$1,520,033 to cover invoices from June 1, 2024 through May 31, 2025, approximately 52 weeks.

$\$1,475,760 + 3\% (\$44,272.80) \approx \mathbf{\$1,520,033}$

**Total requested service agreement amount: \$1,520,033**

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

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

SECURITY EXPERTS AND LEADERS  
6600 PLAZA DRIVE  
NEW ORLEANS LA 70127

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

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

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

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


DATE RECEIVED \_\_\_\_\_  
RECEIVED BY \_\_\_\_\_  
CHECKED BY \_\_\_\_\_  
APPROVED BY 

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

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

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

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

CFO  12/14/21

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

Page 2  
Date 8/10/23  
Order No. 912771-012  
Brn/Plt 1330099

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

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

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

| Description / Supplier Item  | UM | Unit Cost | Extension  |
|------------------------------|----|-----------|------------|
| Private Security Services    |    |           | .01-       |
| 1330099.7650.161             |    |           |            |
| Change Order 9 interim fundi | EA | EA        | 92,585.62  |
| Non Stock Inventory Purchas  |    |           |            |
| 1330099.7650.161             |    |           |            |
| Change Order 10 interim fund | EA | EA        | 724,416.00 |
| Non Stock Inventory Purchas  |    |           |            |
| 1330099.7650.161             |    |           |            |
| CO#11 CSFT security service  | EA | EA        | 15,048.00  |
| Non Stock Inventory Purchas  |    |           |            |
| 1330099.7650.161             |    |           |            |

Terms Net 30 Tax Rt Sales Tax Total Order  
3,429,039.10

DATE RECEIVED \_\_\_\_\_  
RECEIVED BY \_\_\_\_\_  
CHECKED BY \_\_\_\_\_  
APPROVED BY \_\_\_\_\_

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

REGIONAL TRANSIT AUTHORITY  
TAX EXEMPT  
BY *[Signature]* 8/10/23  
MANAGER, PURCHASING DEPT.

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

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

*[Signature]*  
8/11/23

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

Page - 1  
 Date - 8/10/23  
 Order No. - 912771-012  
 Brn/Pit - 1330099

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

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

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

| Description / Supplier Item                                   | UM | Unit Cost | Extension    |
|---------------------------------------------------------------|----|-----------|--------------|
| transit security services 1008920.0000                        | EA | 1.0000    | 1,008,920.00 |
| 3 years with two 1 year opt                                   |    |           |              |
| 1330099.7650.161                                              |    |           |              |
| Change Order 1                                                | EA |           | 253,240.00   |
| Non Stock Inventory Purchas                                   |    |           |              |
| 1330099.7650.161                                              |    |           |              |
| Change Order 1 to add additional funds to cover invoices      |    |           |              |
| from sep to dec 2021                                          |    |           |              |
| Change Order 2                                                | EA |           | 253,240.00   |
| Non Stock Inventory Purchas                                   |    |           |              |
| 1330099.7650.161                                              |    |           |              |
| Change Order 2 to add additional funds to cover Jan-Mar 2022  |    |           |              |
| Change Order 3                                                | EA |           | 140,000.00   |
| Non Stock Inventory Purchas                                   |    |           |              |
| 1330099.7650.161                                              |    |           |              |
| Change Order 4                                                | EA |           | 174,646.72   |
| Non Stock Inventory Purchas                                   |    |           |              |
| 1330099.7650.161                                              |    |           |              |
| Change Order 5                                                | EA |           | 77,624.00    |
| Non Stock Inventory Purchas                                   |    |           |              |
| 1330099.7650.161                                              |    |           |              |
| Change Order 6                                                | EA |           | 284,616.00   |
| Non Stock Inventory Purchas                                   |    |           |              |
| 1330099.7650.161                                              |    |           |              |
| Change Order 7                                                | EA |           | 336,336.00   |
| Non Stock Inventory Purchas                                   |    |           |              |
| 1330099.7650.161                                              |    |           |              |
| Change Order 8                                                | EA |           | 68,366.77    |
| Non Stock Inventory Purchas                                   |    |           |              |
| 1330099.7650.161                                              |    |           |              |
| CO 8: Additional funds are needed to cover SEAL invoices from |    |           |              |
| November 14, 2022, invoices through December 2022.            |    |           |              |

Purchase Order 912771 Change Order 2

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

Sold To

Regional Transit Authority  
2817 Canal Street  
NEW ORLEANS, LA 70119

Supplier

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

Bill To

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

Ship To

2817 CANAL STREET  
NEW ORLEANS, LA 70119  
UNITED STATES

Notes USD = US Dollar

|                         |                                                    |               |               |     |                 |
|-------------------------|----------------------------------------------------|---------------|---------------|-----|-----------------|
| Customer Account Number | Supplier Number                                    | Payment Terms | Freight Terms | FOB | Shipping Method |
|                         | 8922810                                            | Net 30        |               |     |                 |
| Confirm To              | Deliver To Contact                                 |               |               |     |                 |
| Briana Howze            | Briana Howze<br>E-mail <b>bhowze@rtafoward.org</b> |               |               |     |                 |

| Line | Item                                                                                    | Price     | Quantity | UOM        | Ordered | Taxable |
|------|-----------------------------------------------------------------------------------------|-----------|----------|------------|---------|---------|
| 8    | Law Enforce./Physical Sec.                                                              | 1.00      |          | EA         |         |         |
|      |                                                                                         | Promised  | 3.34     | EA         | 3.34    |         |
|      |                                                                                         | Requested |          |            |         |         |
|      |                                                                                         | 9/30/23   |          |            |         |         |
|      | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. |           |          |            |         |         |
|      |                                                                                         |           |          | Line Total | 3.34    |         |
| 12   | Private Security Services                                                               | 1.00      |          | EA         |         |         |
|      |                                                                                         | Promised  | 280      | EA         | 280.00  |         |
|      |                                                                                         | Requested |          |            |         |         |

Purchase Order 912771 Change Order 2

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



## Purchase Order 912771, Change Order 2

*Supplier Details:*

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

*Submit your response to:*

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

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

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

add additional funds.

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



## Regional Transit Authority Change Order Routing Sheet

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

|                 |                |
|-----------------|----------------|
| Date Created    | April 25, 2024 |
| Change Order ID | 259            |

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

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

**B. Contract Information:**

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

**Contract-History:**

|                                        |            |
|----------------------------------------|------------|
| Original Award Value                   | 1008920    |
| Previously Executed Change Order Value | 3637767.72 |
| Adjusted Contract Value                | 4646687.72 |
| Current Change Order Value             | 1520033    |
| Revised Contract Value                 | 6166720.72 |

**C. Justification of Change Order**

Security Experts and Leaders (SEAL) will continue to provide transit security services on a month-to-month basis to RTA until RTA secures either a new contract or a formal agreement for similar services. This extension will continue through May 31, 2025.

**D. Type of Change Request: Administrative**

**E. Certification of Authorized Grant:**

|                                                                                    |  |
|------------------------------------------------------------------------------------|--|
| Is this item/specification consistent with the Authorized Grant?                   |  |
| Are there any amendments pending?                                                  |  |
| If yes see explanation (attachments are in the SharePoint folder for this request) |  |



Director of Grants/ Federal Compliance:

Signature:

Date:

---

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

Additional Safety Requirements Attached: **false**

Chief: **Michael J. Smith**

Signature: *Michael J. Smith*

Date: **April 26 2024**

---

**Risk Management:**

|                                                      |              |
|------------------------------------------------------|--------------|
| Include Standard Insurance Provisions Only?          | <b>No</b>    |
| Include Additional Insurance Requirements Attached ? | <b>false</b> |

Risk Management Analyst: **Marc L Popkin**

Signature: *Marc L Popkin*

Date: **April 26 2024**

---

**G. Funding Source:**

Independent Cost Estimate (ICE): **\$1,520,033.00**

Projected Total Cost: **\$1,520,033.00**

Funding Type: **Local**

| Federal Funding    | State | Local                 | Other |
|--------------------|-------|-----------------------|-------|
|                    |       | <b>\$1,520,033.00</b> |       |
| Projected Fed Cost | State | Local                 | Other |
|                    |       | <b>\$1,520,033.00</b> |       |

| FTA Grant IDs | Budget Codes            |
|---------------|-------------------------|
|               | <b>1330099.7650.161</b> |
|               |                         |
|               |                         |
|               |                         |

Capital Project Approval if required signature ID#:

Dir Capital Projects:

Signature:

Date:

Budget Analyst: **Tiffany Gourrier**

Signature: *Tiffany Gourrier*

Date: **April 26 2024**



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

|              |   |
|--------------|---|
| DBE % Goal   | 0 |
| SLDBE % Goal | 0 |
| SBE % Goal   | 0 |

**Director of Small Business Development:** Adonis Charles Expose  
**Signature:** *Adonis Charles Expose*  
**Date:** April 26 2024

---

**DBE/EEO Compliance Manager** Adonis Charles Expose'  
**Signature:** *Adonis Charles Expose'*  
**Date:** April 26 2024

---

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

**Department Head:** Michael J. Smith  
**Signature:** *Michael J. Smith*  
**Date:** April 25 2024

---

**Chief:** Michael J Smith  
**Signature:** *Michael J. Smith*  
**Date:** April 26 2024

---

**Director of Procurement:** Ronald Gerard Baptiste  
**Signature:** *Ronald Gerard Baptiste*  
**Date:** April 30 2024

---

**Required if Total Cost above \$15K**  
**Chief Financial Officer:** Gizelle Johnson-Banks  
**Signature:** *Gizelle Johnson-Banks*  
**Date:** April 30 2024

---

**Required if Total Cost above \$50K**  
**Chief Executive Officer:** Lona Edwards Hankins  
**Signature:** *Lona Edwards Hankins*  
**Date:** 4/30/2024 9:48 PM



## Board Report and Staff Summary

File #: 24-056

Board of Commissioners

FY2024 TOD Pilot Program Grant Application

|                                                                                                              |                                             |
|--------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| DESCRIPTION: Application for grant funding to develop a plan for TOD along the future East-West BRT Corridor | AGENDA NO: Click or tap here to enter text. |
|--------------------------------------------------------------------------------------------------------------|---------------------------------------------|

|                                                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### RECOMMENDATION:

Authorize the Chief Executive Officer to seek federal funds not to exceed the amount of \$950,000 for the development of a plan for Transit-Oriented Development along the future East-West BRT corridor. The total project amount is estimated at \$950,000; the local match is 20% with the RTA not to exceed \$190,000.

### ISSUE/BACKGROUND:

The RTA has adopted a preferred route for its first BRT route and has been accepted into the Small Starts Capital Improvement Grant (CIG) program to receive federal funding for the construction of the route. Research has shown that investment in a BRT route can significantly impact development trends and land values around it. RTA has committed to expanding its Transit Oriented Communities (TOC) activities in its updated Strategic Mobility Plan (SMP) through the following actions within the "Be Equitable" goal:

- CO27 - Create a Transit-Oriented Communities (TOC) program and plan, including consideration of property owned privately and by other public agencies;
- CO28 - Work with local governments to implement and encourage TOC with zoning overlays and other tools;
- CO29 - Work with regional and state organizations to encourage developers to build TOC in preferred areas with affordable housing;
- SH3 - Increase ridership through marketing campaigns, TOC initiatives, and regional coordination.

The TOD Pilot Program grant funding would enable the RTA, in partnership with the City of New Orleans and other local public agencies, to ensure that development around the BRT is transit-supportive in use and design and that it can support equity outcomes by facilitating the development of affordable housing and space for local businesses. By establishing a plan that considers land use regulations, development incentives, and financing models along the BRT corridor, the RTA can optimize future and previous investments and support their long-term success.

The grant application would also include support for the TOD working group, a cross-agency initiative hosted by the City of New Orleans in partnership with the RTA, which would function to develop and implement TOD policies and programs for New Orleans in coordination with other public agencies and community members.

The RTA is eligible to apply for this opportunity because of the current status of the BRT project. Grant requirements necessitate that the RTA be the lead applicant for the grant, though it will be completed and implemented in partnership with the City of New Orleans and other local public entities such as New Orleans Redevelopment Authority, Housing Authority of New Orleans, and Finance New Orleans.

RTA was unsuccessful in its previous application (FY23) for this program. After a recent debrief the Federal Transit Administration (FTA) provided RTA feedback to strengthen its application for this fiscal year (FY24) and was encouraged to re-apply.

#### DISCUSSION:

Staff is requesting federal funding not to exceed \$950,000 for the creation of a TOD plan for the BRT corridor and support of the TOD working group. This grant would support the RTA's actions and goals about TOD in the Strategic Mobility Plan and enhance the benefits offered by the future East-West BRT line, once built.

This grant opportunity enables applicants to achieve a lower match (10% or 0%) if the proposed project meets requirements relating to the provision of affordable housing and reducing homelessness. The RTA's application will request the lower match and demonstrate how the application meets those requirements. However, the RTA has been encouraged to demonstrate a commitment of a 20% local match as part of FTA recommendations.

#### FINANCIAL IMPACT:

The RTA will be responsible for the local match not-to-exceed \$190,000 over the estimated two-year delivery timeline, if the entire grant amount is awarded. Local match funds will come out of annual operating budget for plans and studies as part of Planning & Capital Projects division budget.

#### NEXT STEPS:

The grant application is due by 11:59pm EST on July 22, 2024

#### ATTACHMENTS:

Resolution for FY24 TOD Pilot Program

Prepared By: Joanna Farley, jfarley@rtaforward.org  
Title: Senior Transportation Planner

Reviewed By: Dwight Norton, dnorton@rtaforward.org

Title: Chief Planning & Capital Projects Officer

Reviewed By: Gizelle Johnson-Banks

Title: Chief Financial Officer



Lona Edwards Hankins  
Chief Executive Officer

6/21/2024

Date



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

STATE OF LOUISIANA  
PARISH OF ORLEANS

---

**AUTHORIZATION TO SUBMIT A GRANT APPLICATION FOR  
THE FY2024 TRANSIT-ORIENTED DEVELOPMENT (TOD) PILOT PROGRAM**

---

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

**WHEREAS**, the RTA has committed to expanding its Transit Oriented Communities (TOC) activities through the following actions, as part of the Be Equitable goal of the Strategic Mobility Plan:

- CO27 – Create a Transit-Oriented Communities (TOC) program and plan, including consideration of property owned privately and by other public agencies;
- CO28 - Work with local governments to implement and encourage TOC with zoning overlays and other tools;
- CO29 - Work with regional and state organizations to encourage developers to build TOC in preferred areas with affordable housing;
- SH3 - Increase ridership through marketing campaigns, TOC initiatives and regional coordination.

**WHEREAS**, the Board previously adopted the Locally Preferred Alternative (LPA) route for the East-West Bank Bus Rapid Transit Line (BRT); and

**WHEREAS**, a TOC plan for the land around proposed stations along the BRT corridor is needed to realize the dual goals of increasing ridership and affordable housing that can be gained from the investment in a high-capacity transit line; and

**WHEREAS**, the staff is requesting a grant in the amount of \$950,000 to establish a plan for Transit-Oriented Development along the East-West Bank BRT Line **with the local match not to exceed ONE-HUNDRED AND NINETY THOUSAND DOLLARS**, if the entire grant amount is awarded local operating funds will be used; and

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

Page 2

**NOW, THEREFORE, BE IT RESOLVED** the RTA Board of Commissioners authorizes the Chairman or its designee to submit a grant application for the FY2024 TOD Pilot Program.

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

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

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

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

**AND THE RESOLUTION WAS ADOPTED ON THE \_\_\_\_ DAY OF JUNE, 2024.**

\_\_\_\_\_  
**MARK RAYMOND, JR.**  
**CHAIRMAN**  
**RTA BOARD OF COMMISSIONERS**



# New Orleans Regional Transit Authority

2817 Canal Street  
New Orleans, LA 70119

## Board Report and Staff Summary

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**File #:** 24-064

**Board of Commissioners**


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[06.25.24 PowerPoint Presentation]




*June 25, 2024*

**New Orleans  
Regional Transit Authority  
Monthly Board Report**



The New Orleans Regional Transit Authority (RTA) hereby declares that, in accordance with La. R.S. 42:17.1 (A)(2)(a)-(c), a meeting will be held in person on Tuesday, June 25, 2024, at 10:00 a.m. Please be aware that wearing masks in the boardroom is encouraged.

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



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



# ***Agenda***

**1. Call to Order**

**2. Roll Call**

# 3. Consideration of Meeting Minutes

[Board of Commissioners Meeting - May 28, 2024]

24-062



# *Agenda*

## **4. Reports**

### **A. RTA Chairman's Report**



## ***Agenda***

# **4. Reports**

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



## ***Agenda***

# **4. Reports**

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



# ***Agenda***

## **4. Reports**

### **D. Jefferson Parish Report**



# JP Transit

## Monthly Operations Status Report

### MAY 2024



PowerPoint Author:  
Eric Weissborn

# Agency Highlights – 118 David Drive Ribbon Cutting



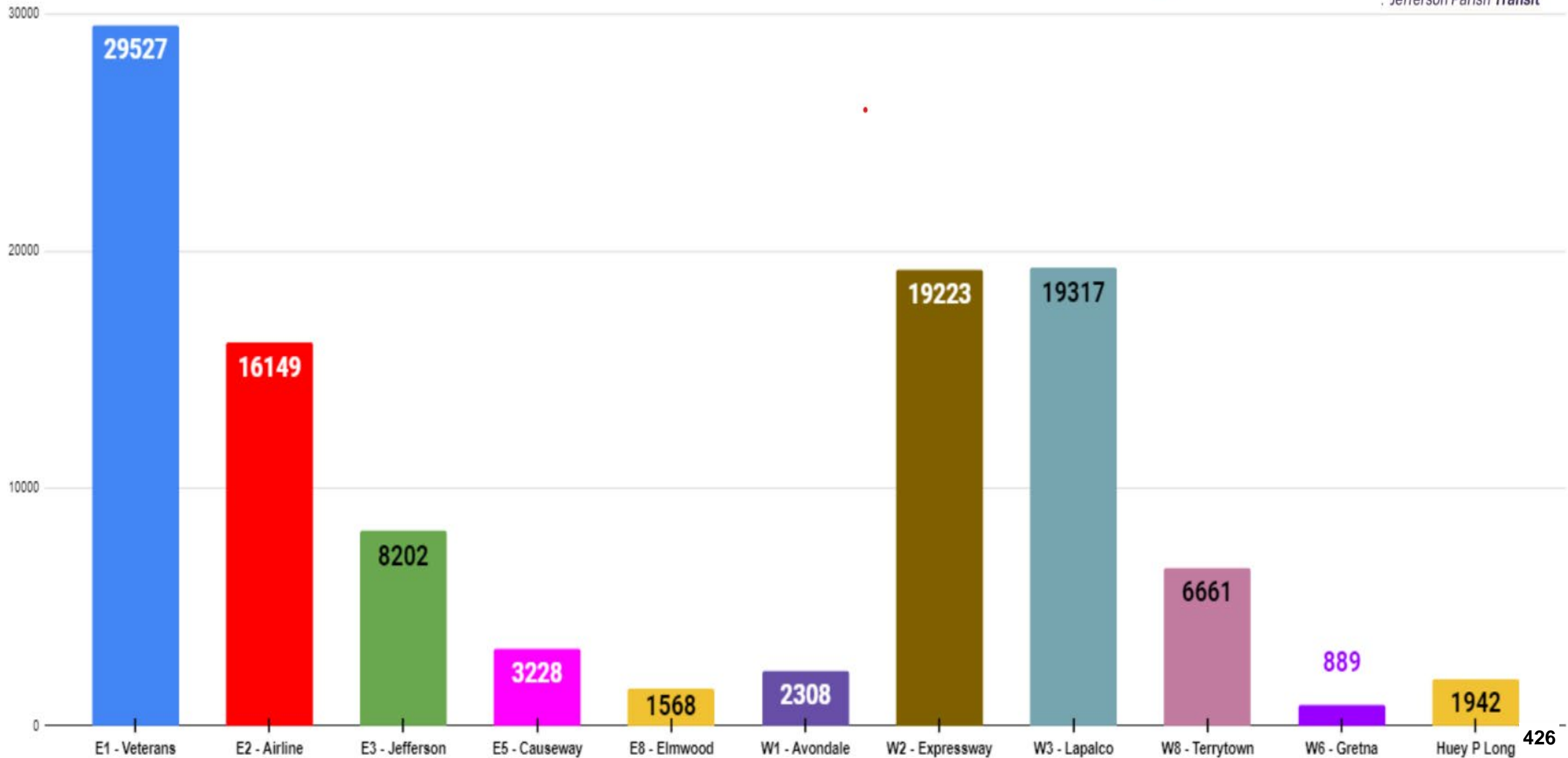
# Agency Highlights – Maintenance Shop Renovation



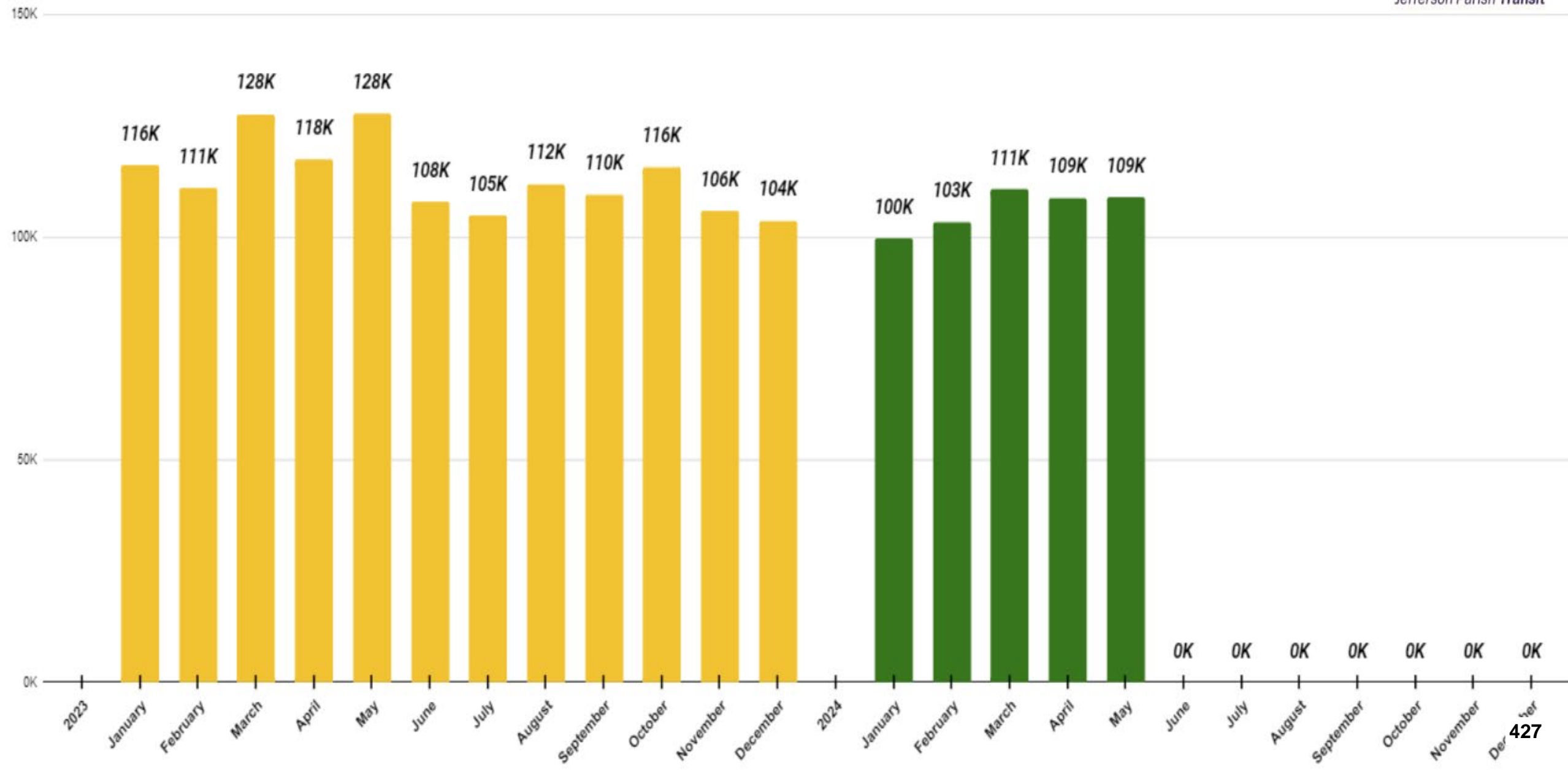
# May 2024 -- Ridership by Route



Jefferson Parish Transit

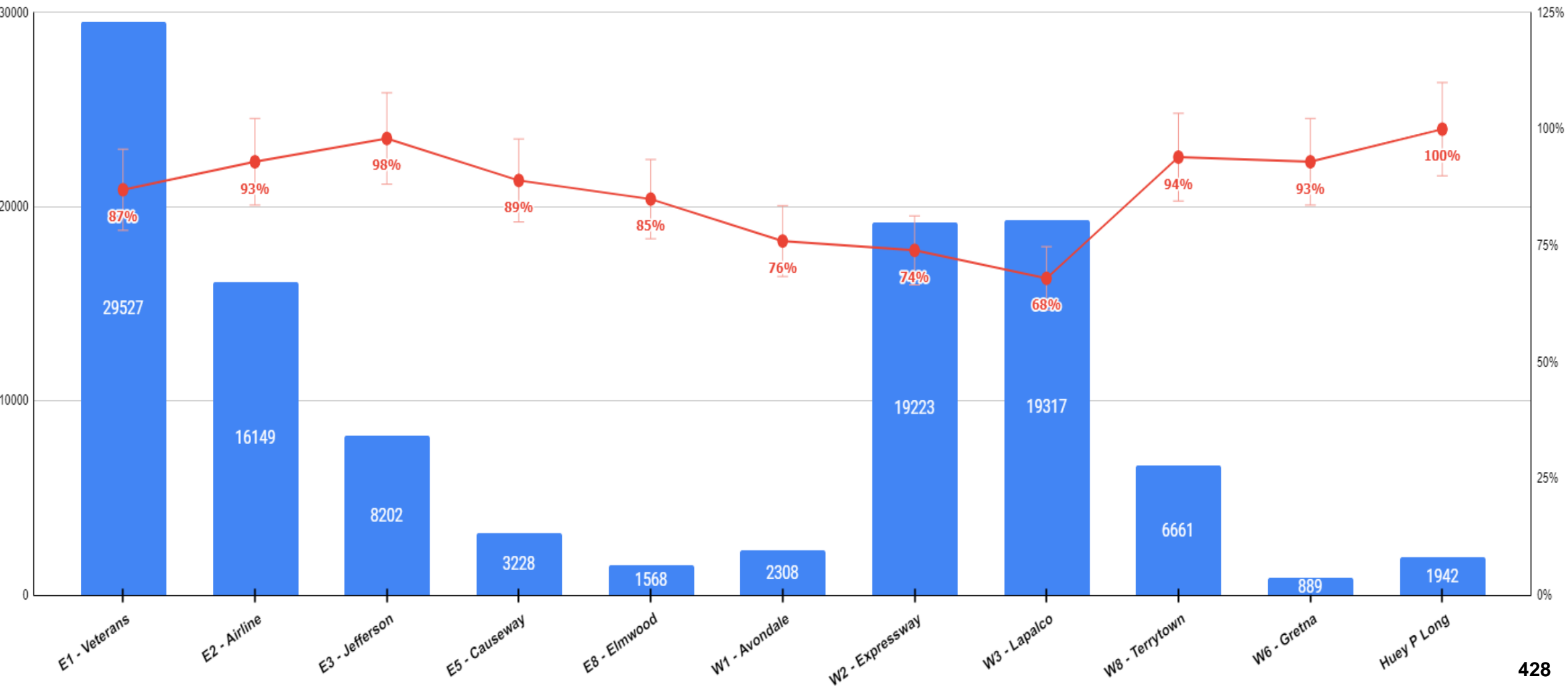


# Total Ridership by Month per Year



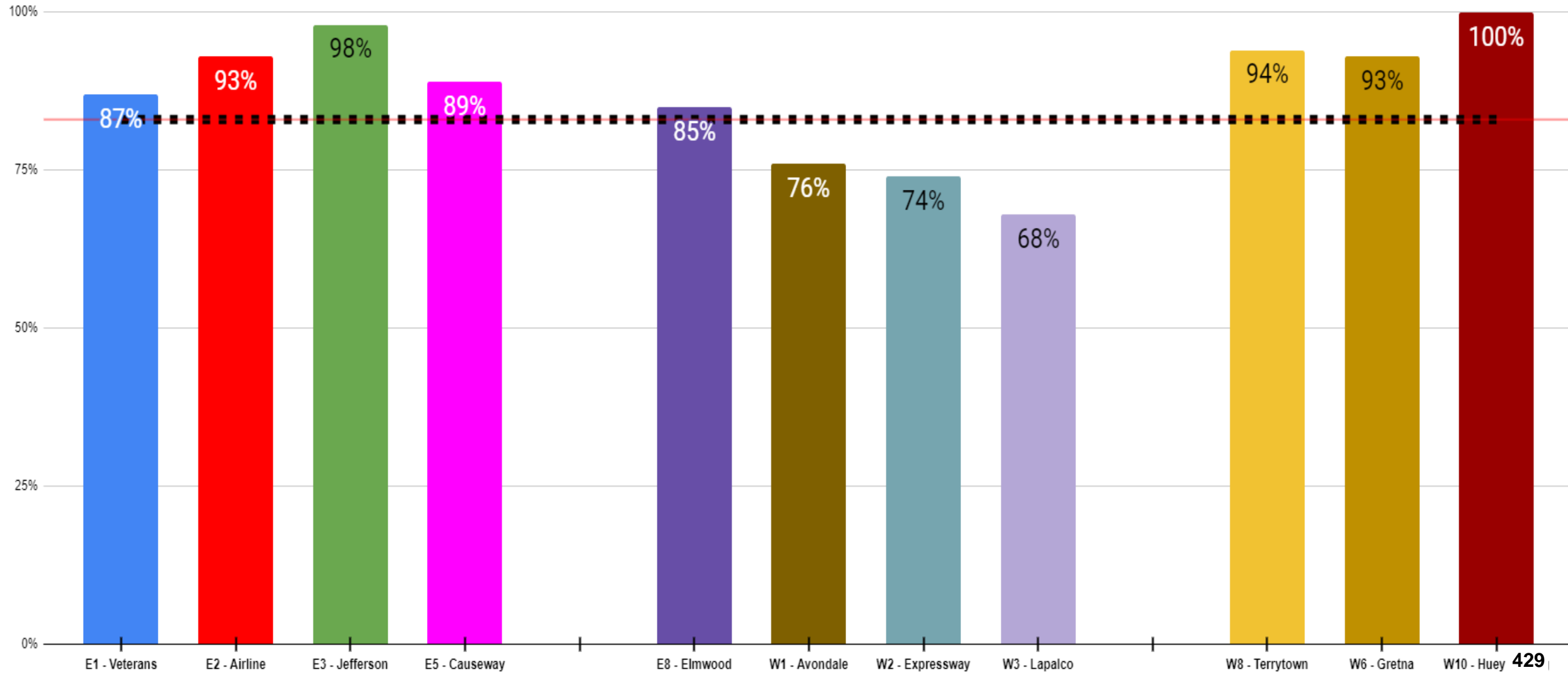
# May 2024 -- RIDERSHIP PRODUCTIVITY

■ Ridership ● OTP



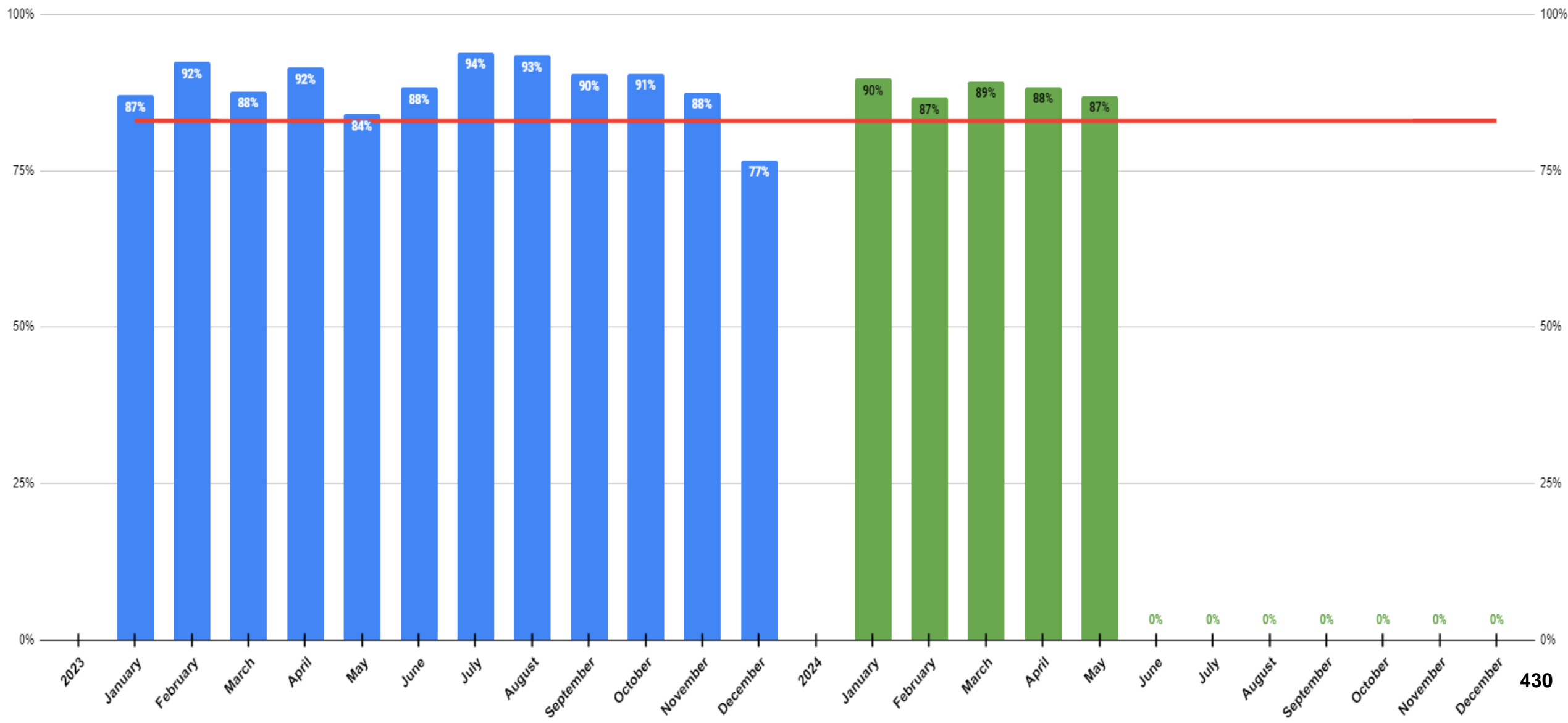
# MAY 2024 On-Time Performance

■ Goal 83%

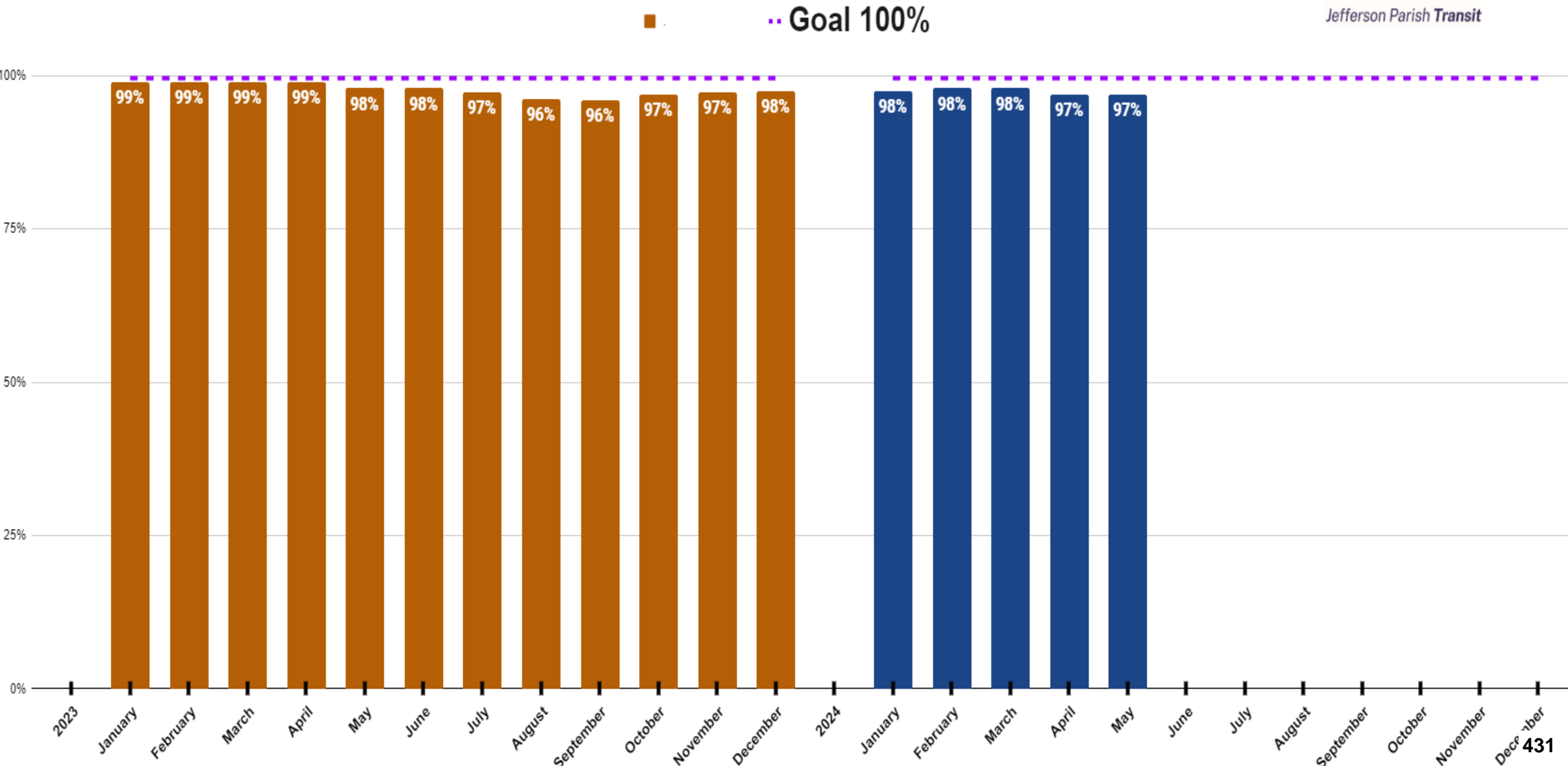


# Total On-Time Performance by Month per Year

— Goal 83% ■ Total On-Time Performance



# Para-Transit On-Time Performance by Month per Year



# MAY 2024 -- Service Hours Percentage by Route

**W10 - Huey P...**

3.9%

**W6 - Gretna**

3.0%

**W8 - Terrytown**

5.9%

**W3 - Lapalco**

13.6%

**W2 - Expressway**

14.0%

**E8 - Elmwood**

3.9%

**E8 - Elmwood**

3.5%

**E1 - Veterans**

17.7%

**E2 - Airline**

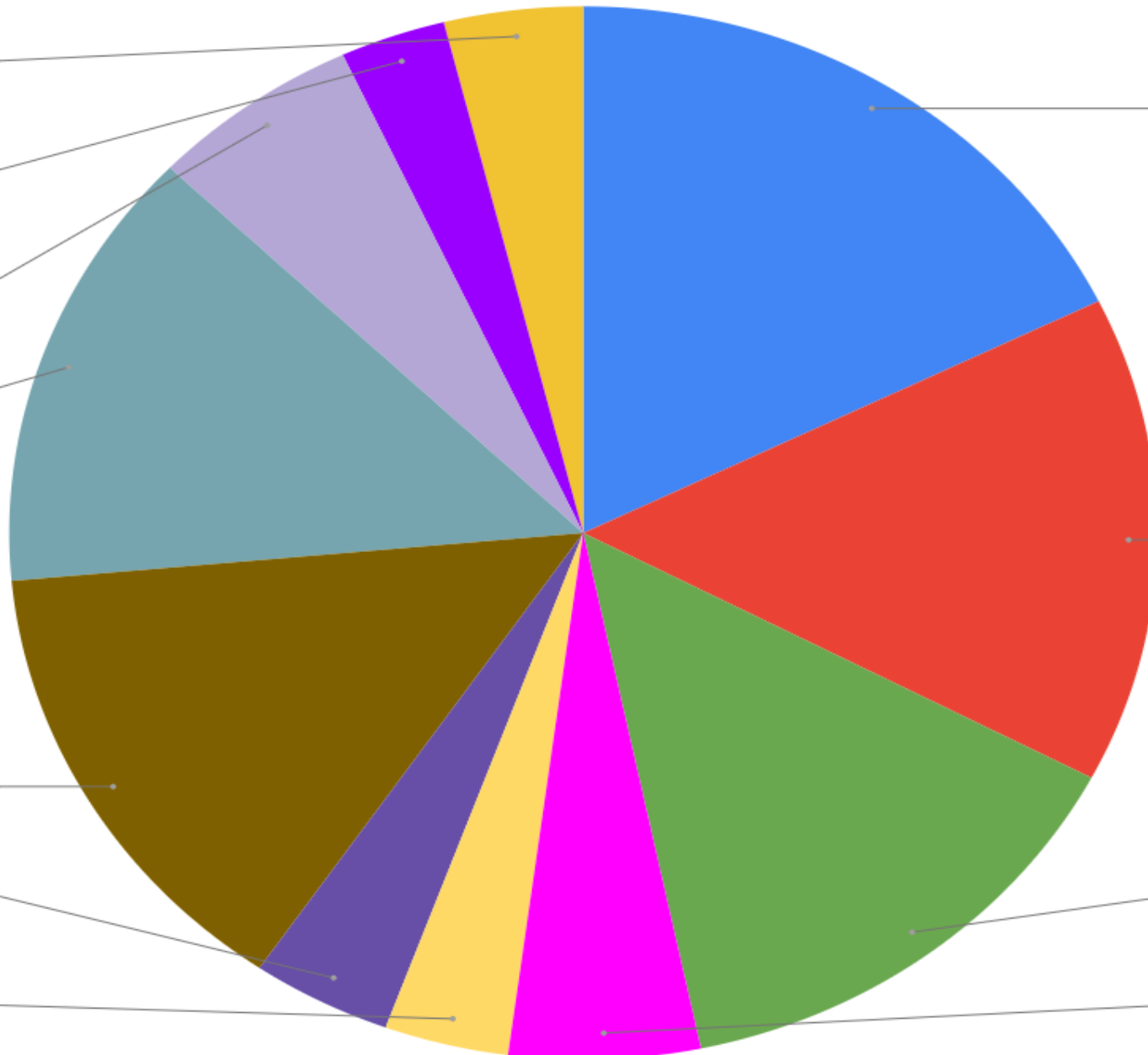
15.0%

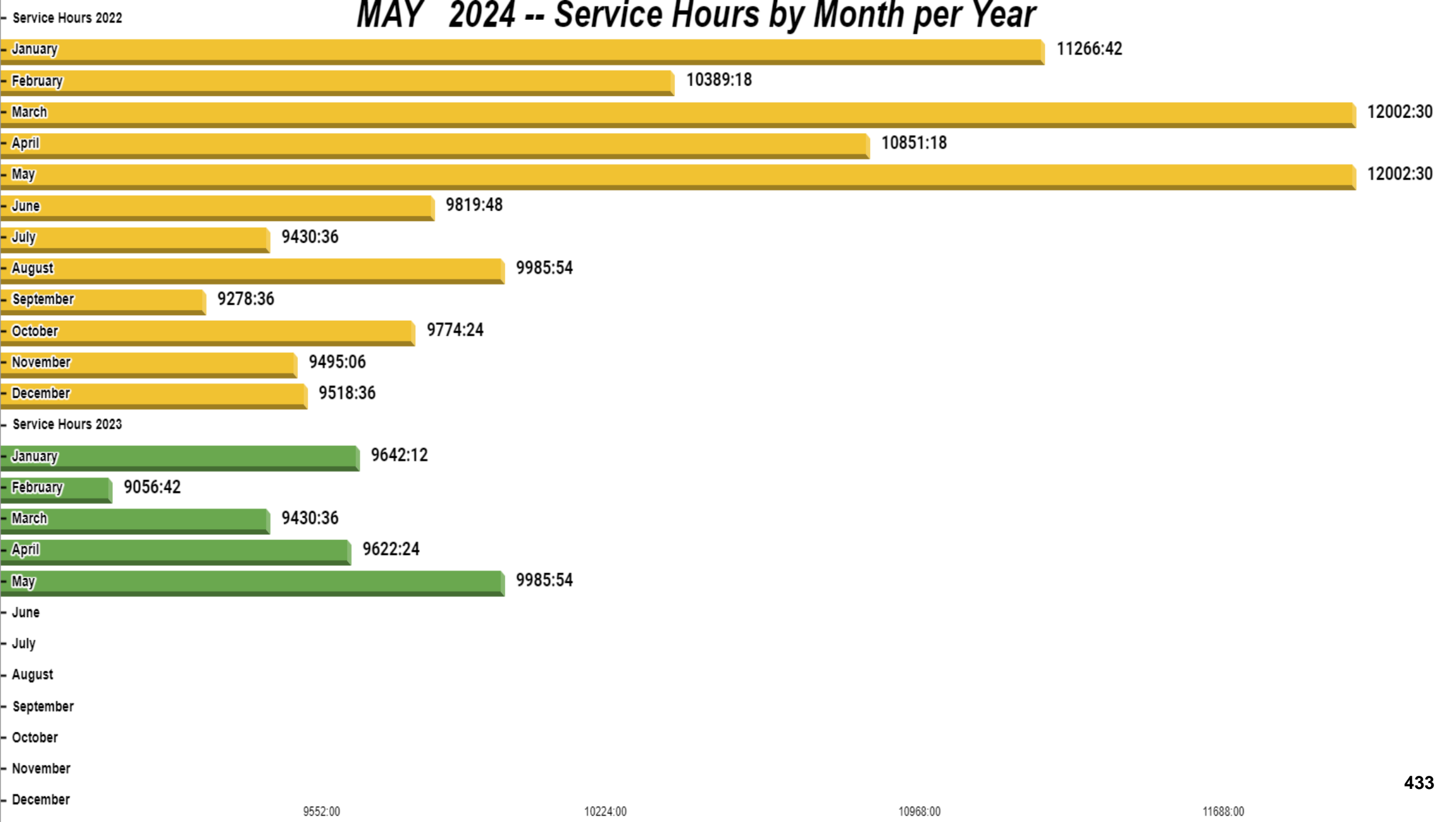
**E3 - Jefferson**

14.0%

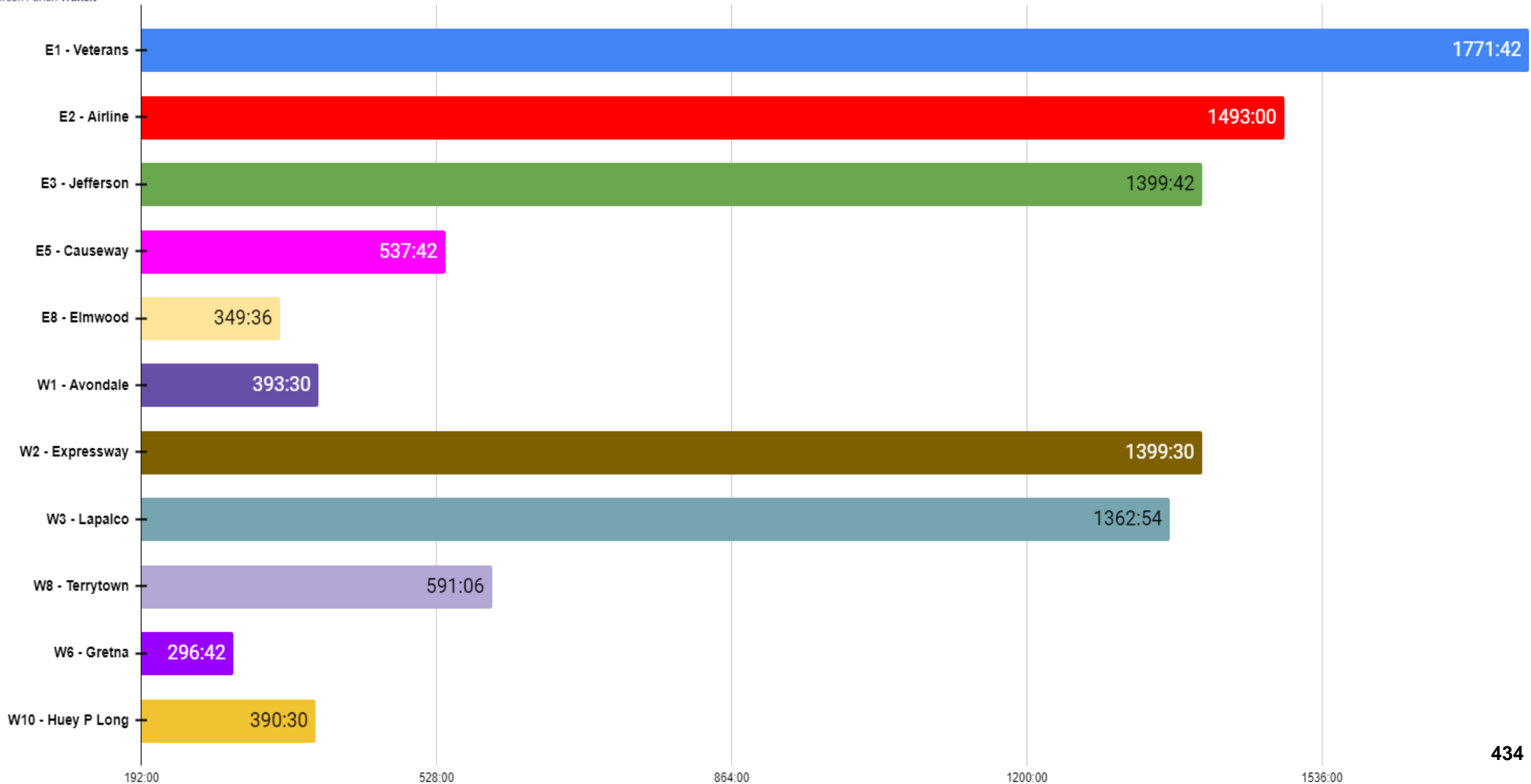
**E5 - Causeway**

5.4%

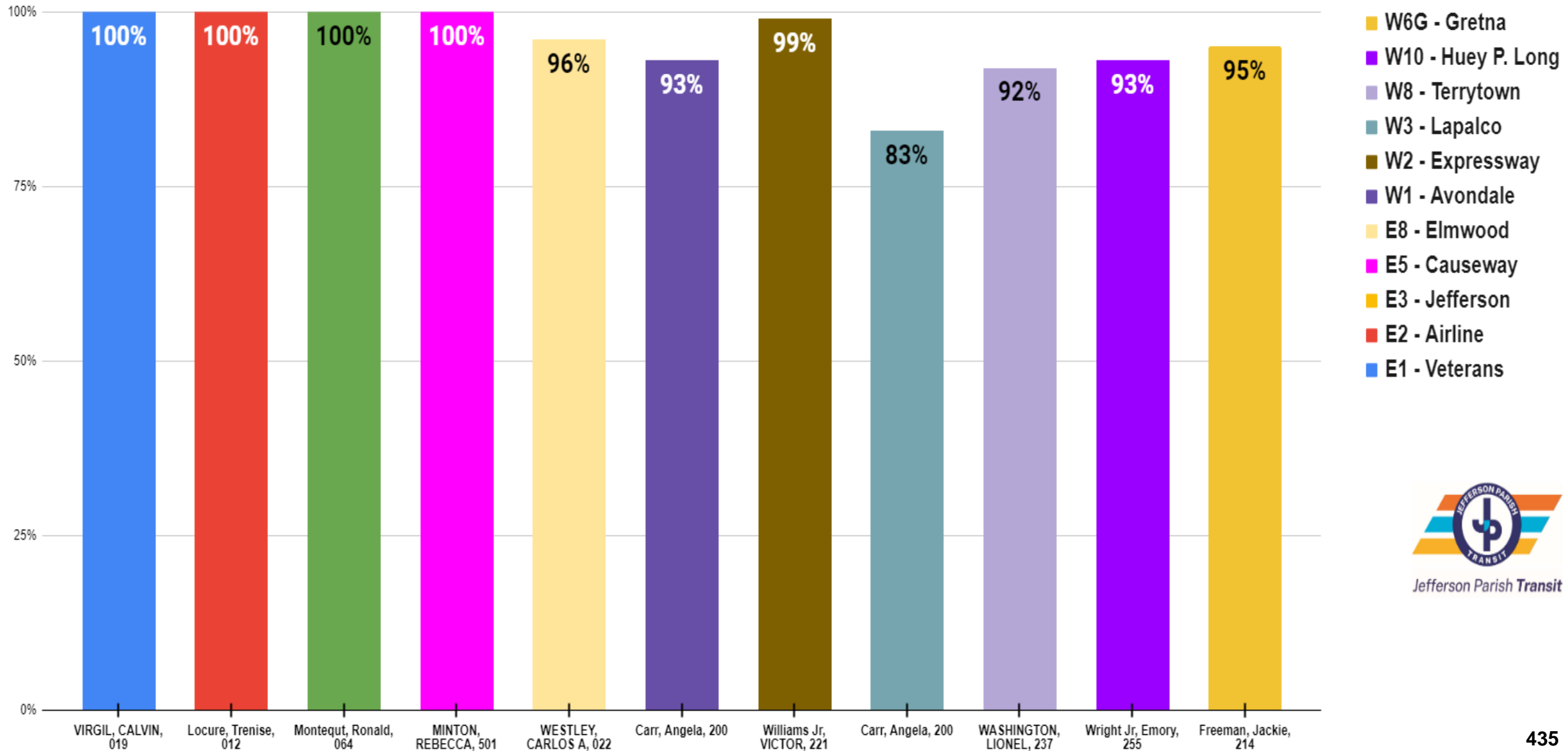




# MAY 2024 --- Service Hours by Route



# MAY 2024 -- Top On-Time Performance by Route per Operator





# *Questions?*



## ***Agenda***

# **4. Reports**

### **E. RTA General Counsel's Report**

## **4. Reports**

### **F. RTA Chief Executive Officer's Report**

# Employee of the Month - April



**Gerald Hawkins**  
Operator- Streetcar  
May 2024



**Donneil Miner**  
Maintenance - Mechanic  
May 2024

# Chalmette Ferry Update



# Algiers Ferry Terminal Update


HELP US REDESIGN THE  
*Algiers Ferry Terminal*



Join us in person or virtually to provide  
feedback on the preliminary design

**IN PERSON:**  
Monday, June 17 • 4 p.m. – 6:30 p.m.  
Algiers Regional Library

**VIRTUAL:**  
Thursday, June 20 • 11 a.m. – 12 p.m.  
— OR —  
Monday, June 24 • 5:30 p.m. – 6:30 p.m.



norta.com/algiersterminal



# Agency's Highlights

- **Fleet Update**
- **Transit Access & Equity Quarterly Meeting**





# *Questions?*



# ***Agenda***

## **4. Reports**

### **G. Chief of Staff Legislative Update**

# Legislative Update

- **Federal Priorities**
- **State and Local Priorities**



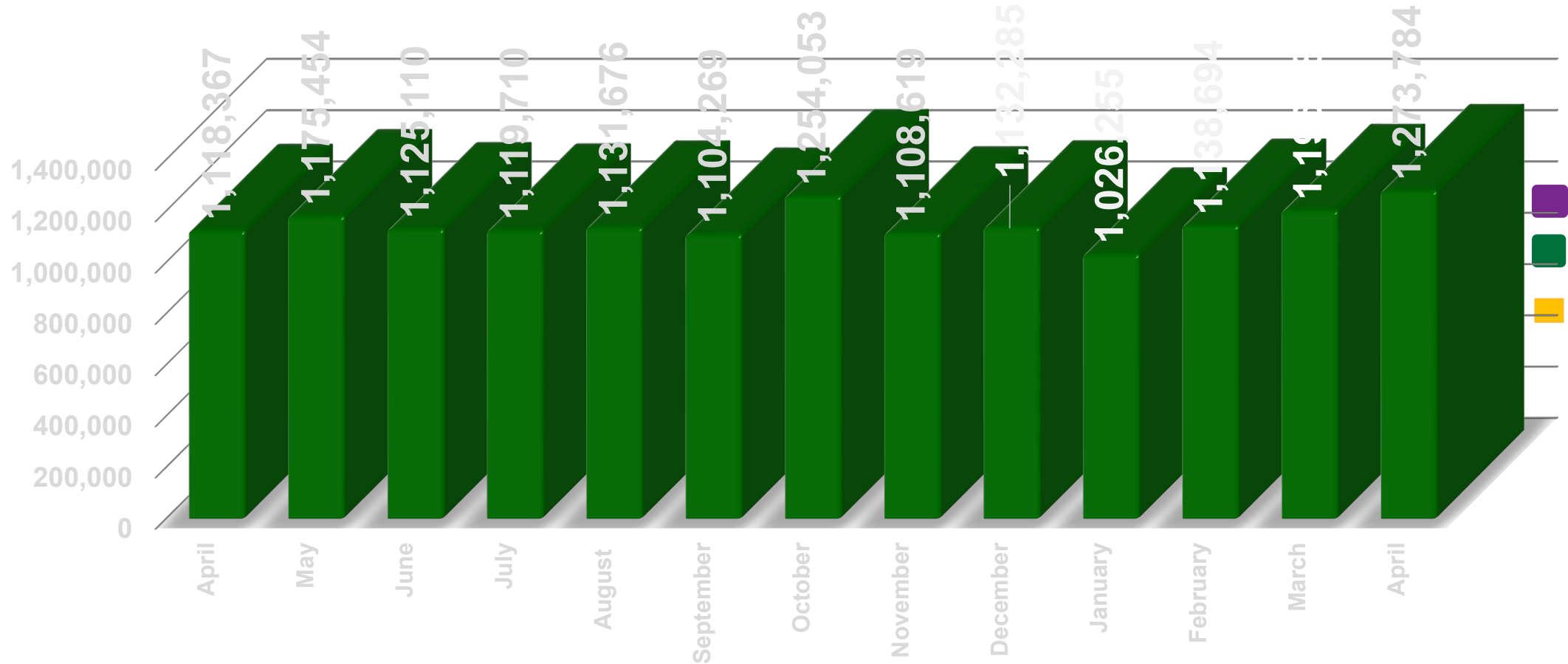
# *Questions?*



## ***Agenda***

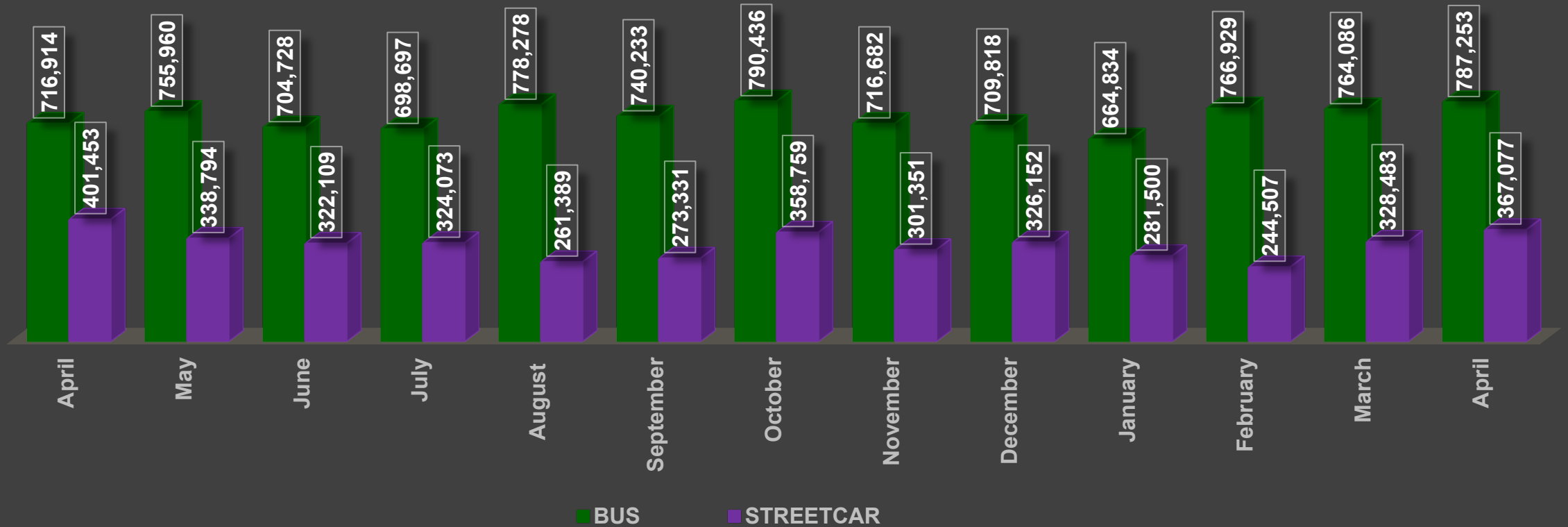
# **4. Reports**

### **H. Chief Transit Officer's Report**

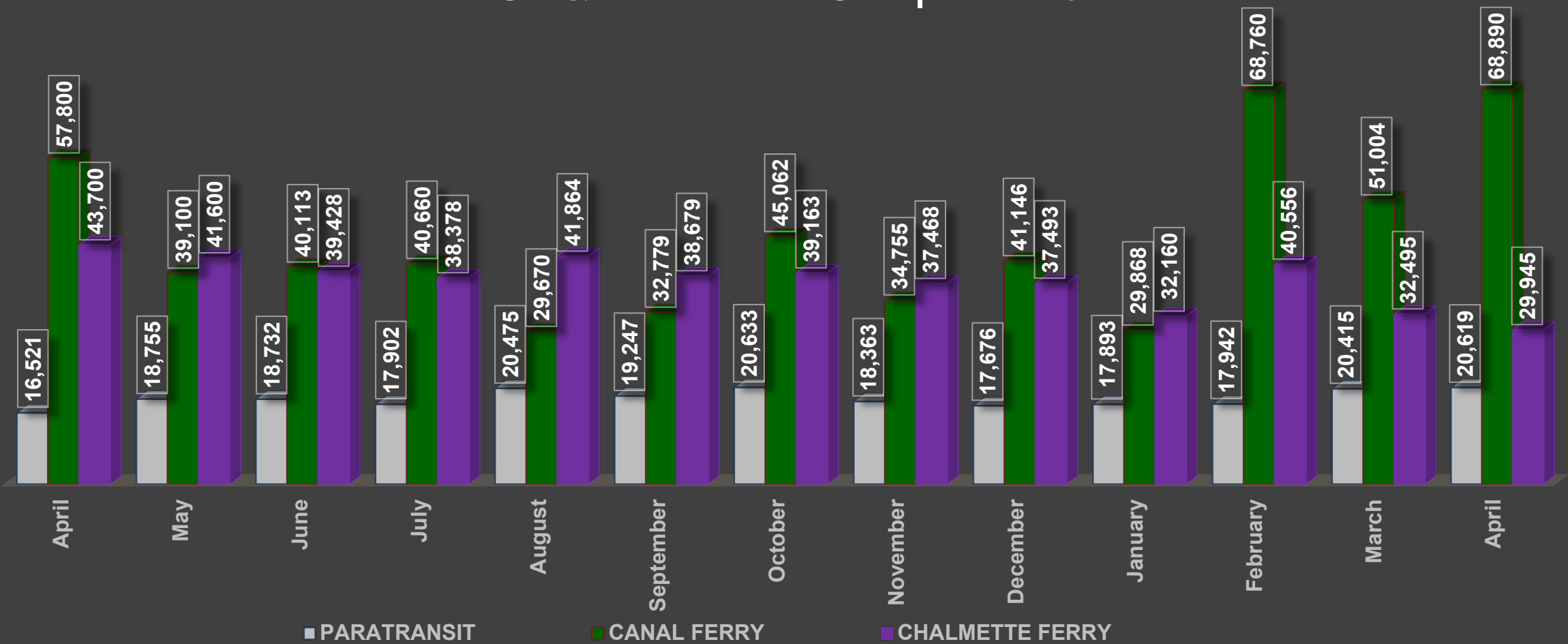


## TOTAL RIDERSHIP - BUS, STREETCAR, PARATRANSIT & FERRY

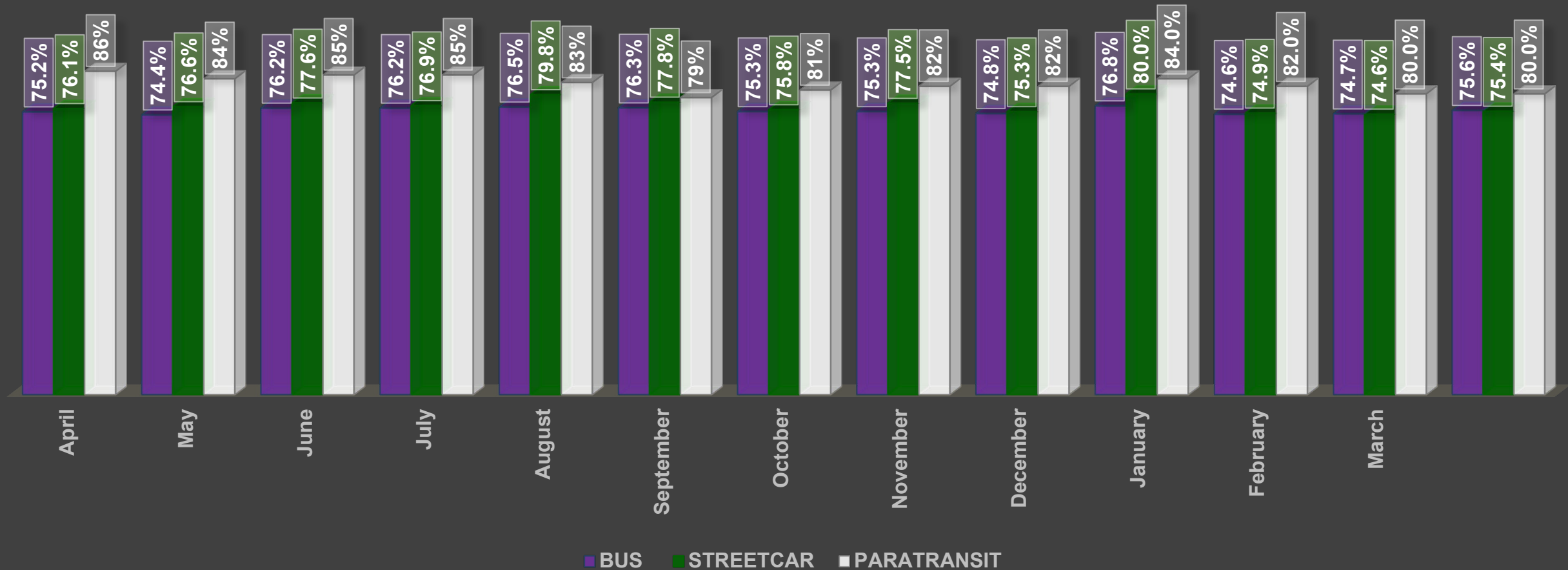
## BUS & STREETCAR RIDERSHIP | APRIL 2024



# PARATRANSIT & FERRY RIDERSHIP | APRIL 2024



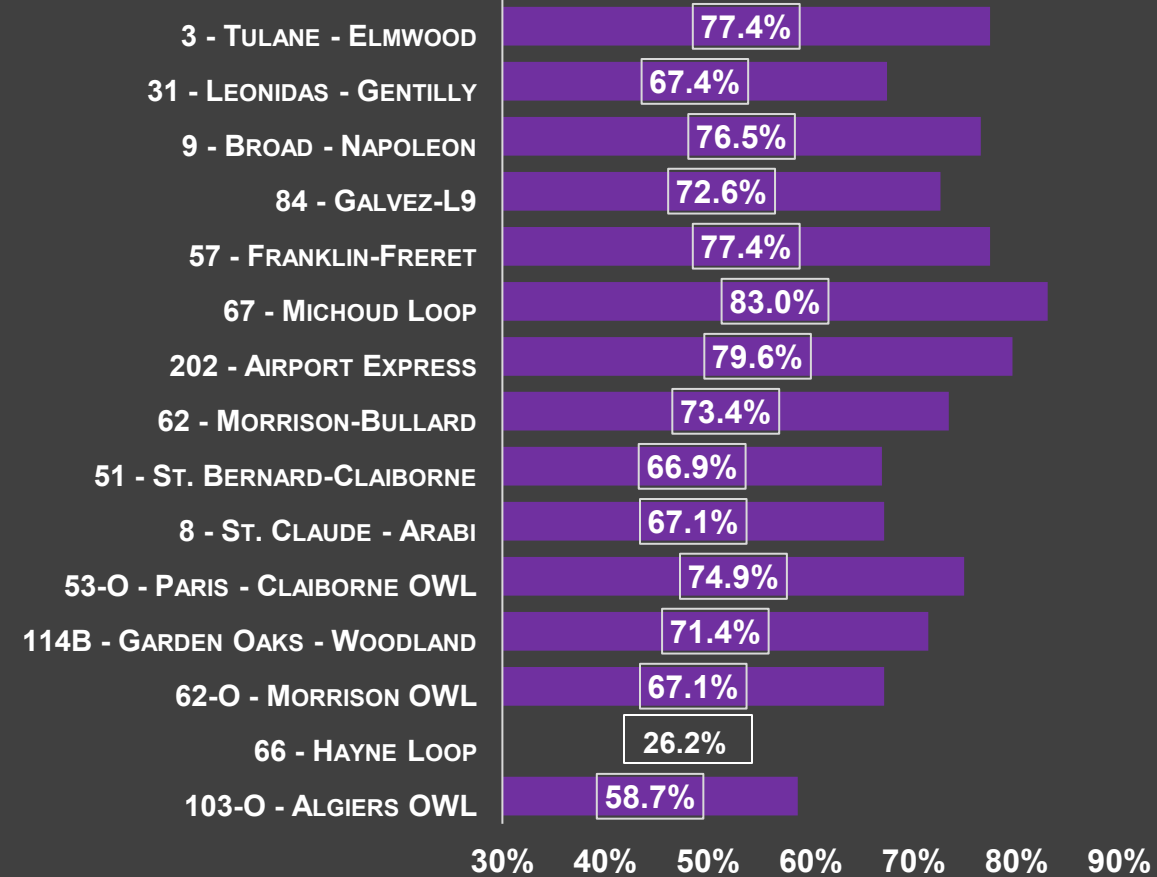
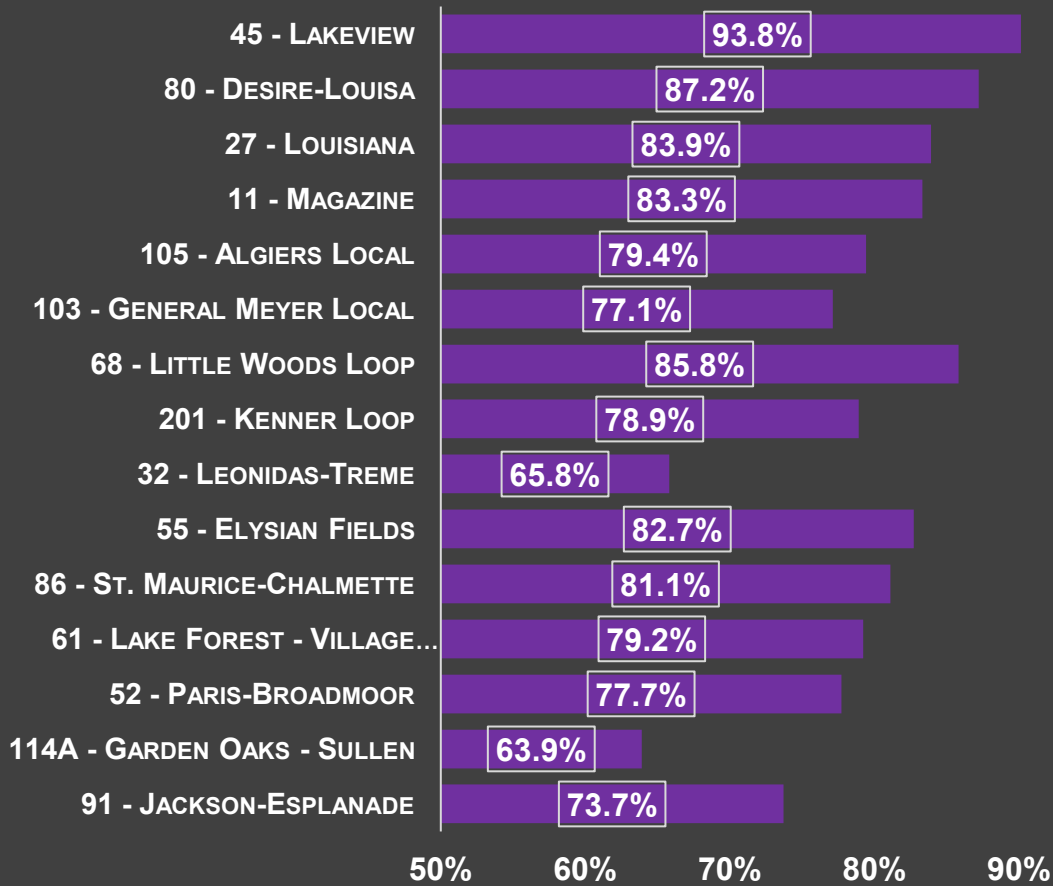
# ON-TIME PERFORMANCE | BUS, STREETCAR & PARATRANSIT



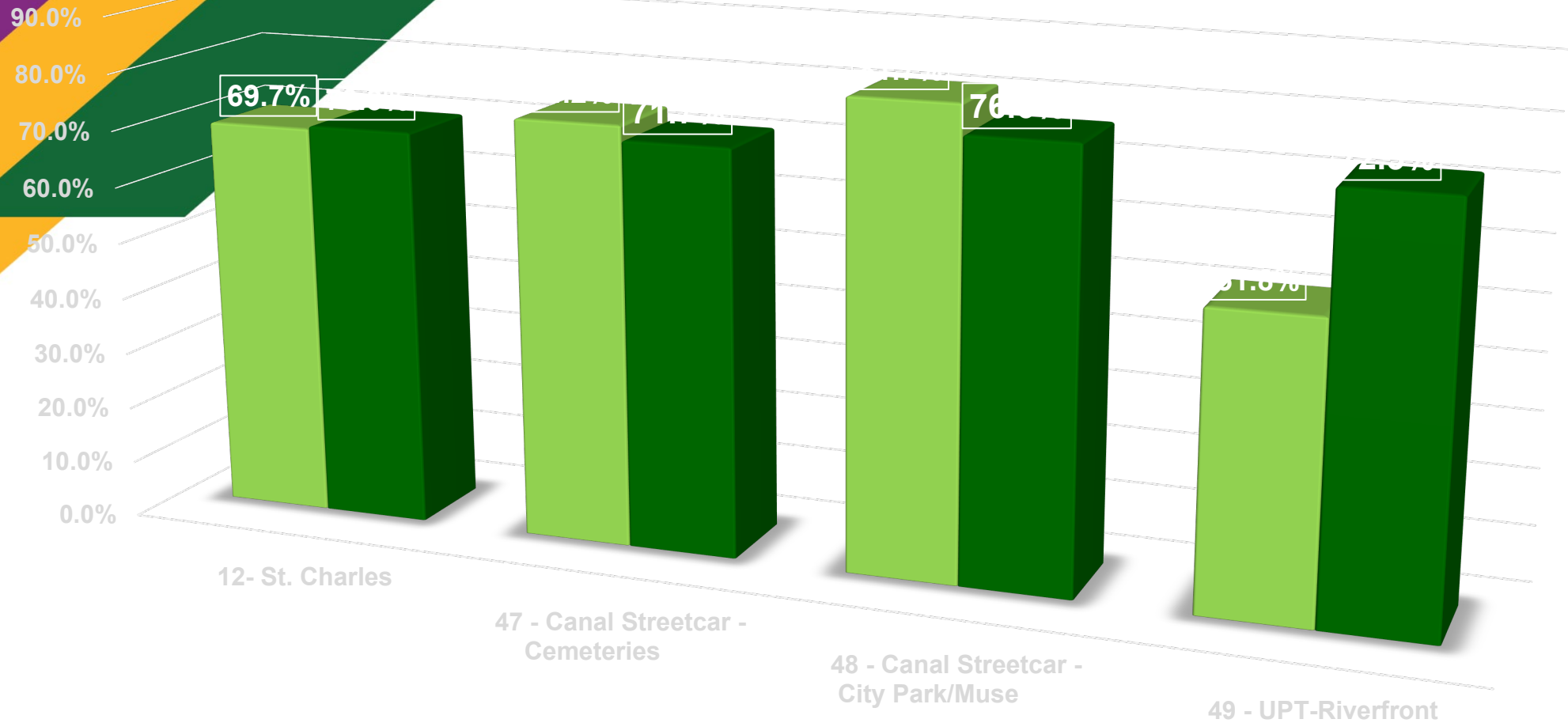
## ON-TIME PERFORMANCE BUS, STREETCAR, AND PARATRANSIT



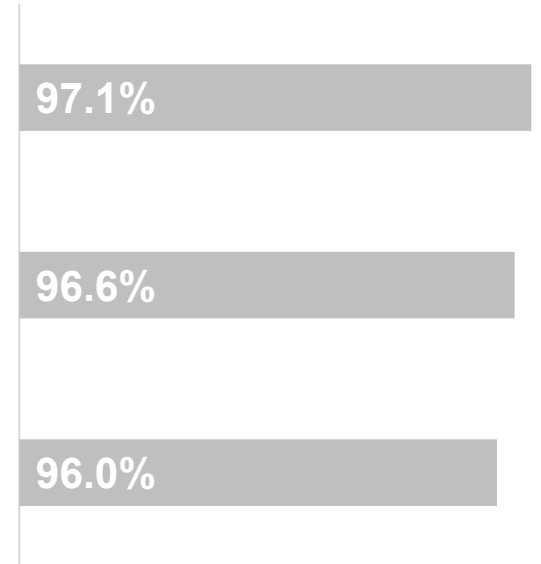
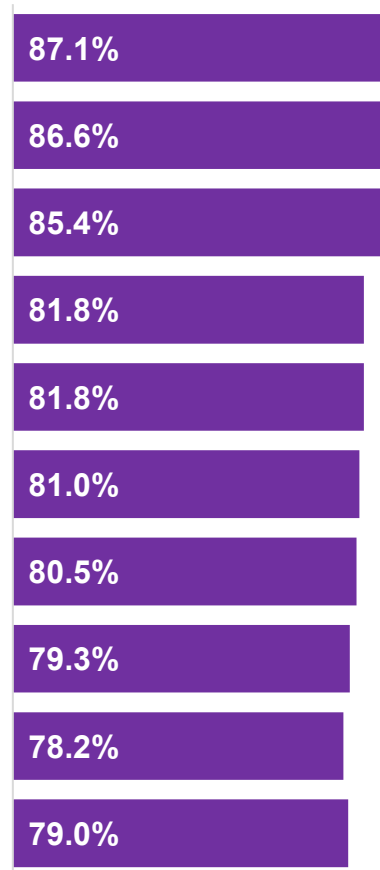
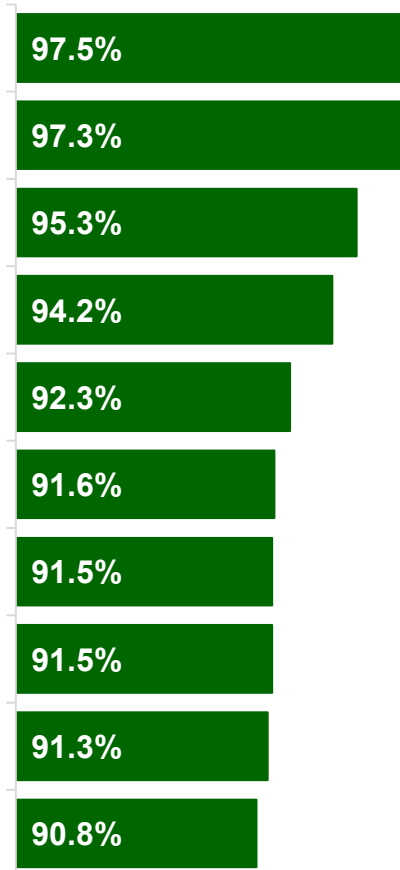
# BUS ON-TIME PERFORMANCE BY ROUTE



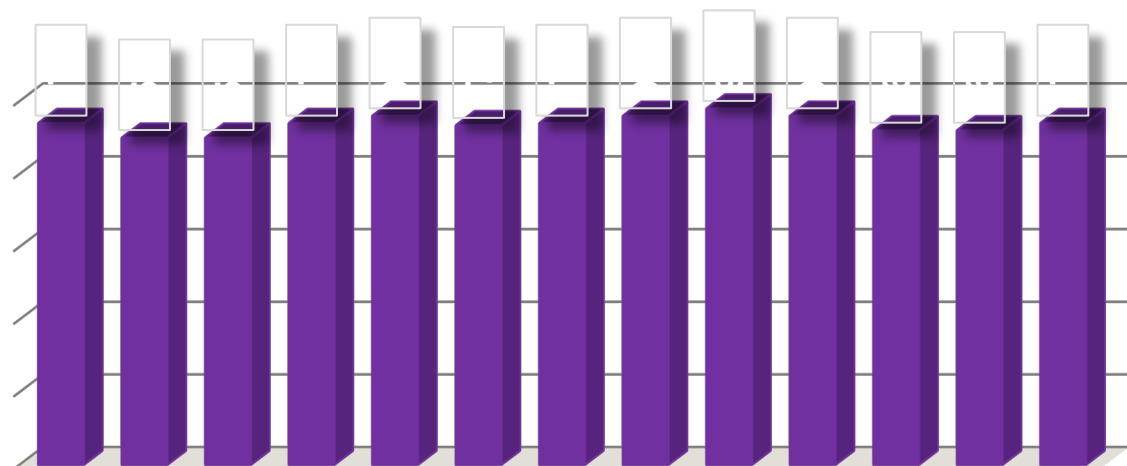
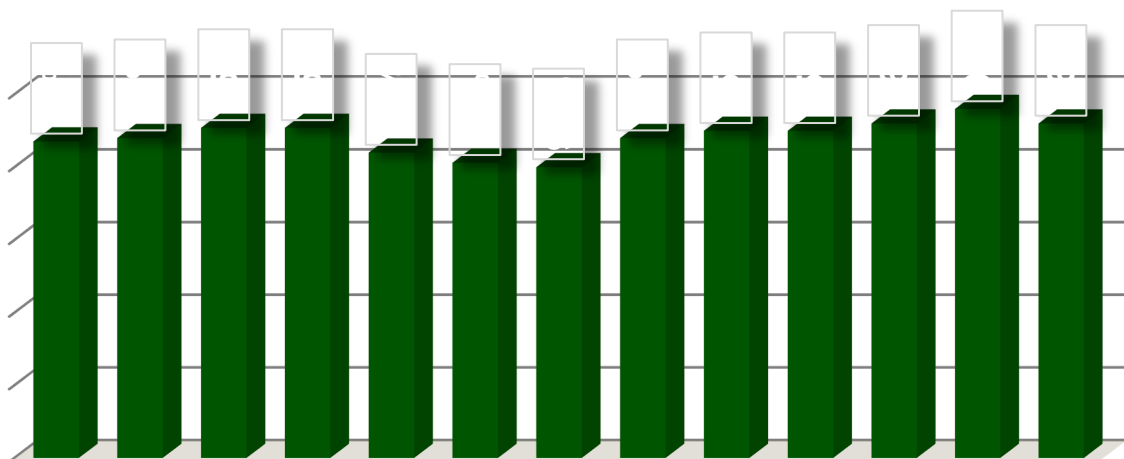
# STREETCAR OTP | MARCH AND APRIL 2024



## ON-TIME PERFORMANCE STREETCAR

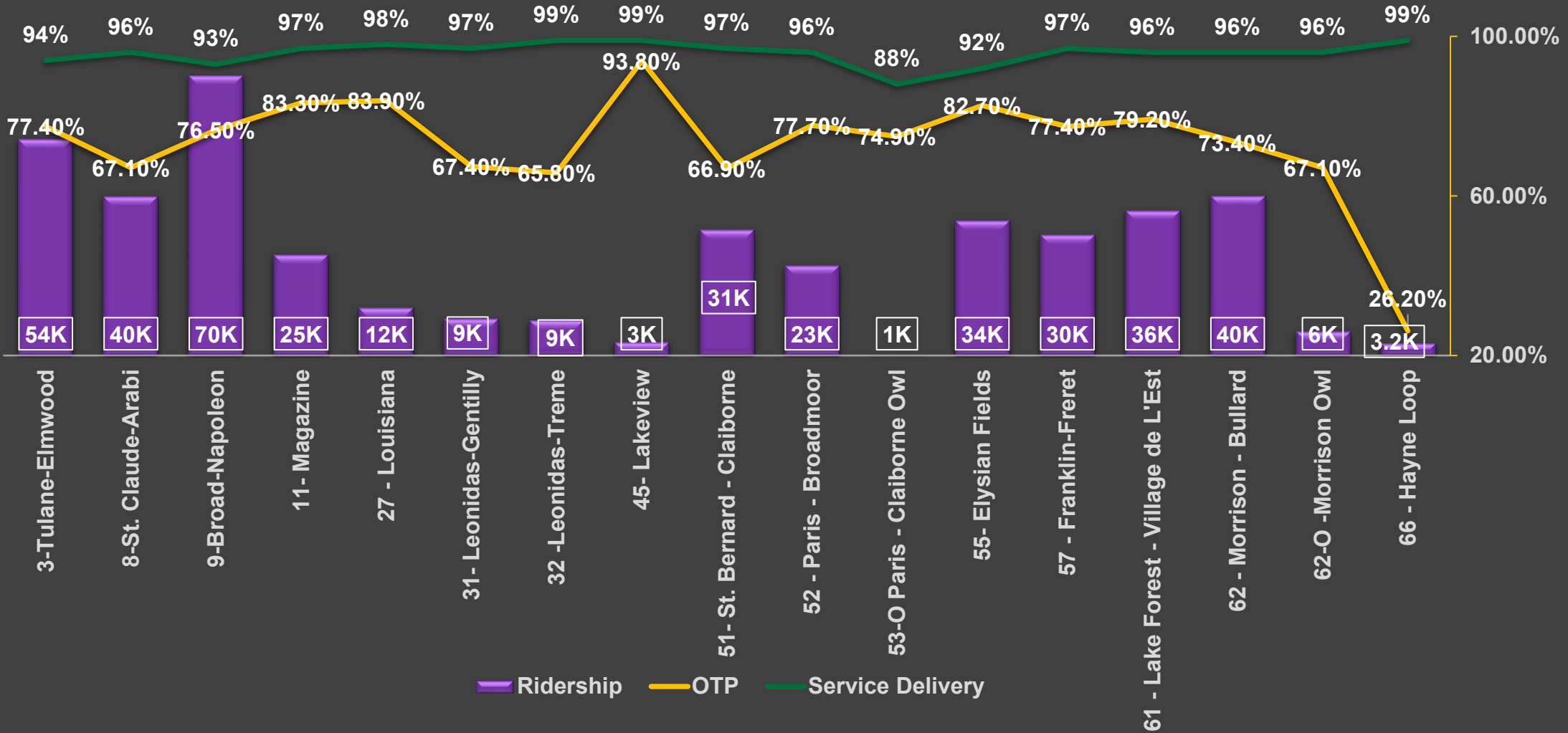


## TOP ON-TIME *PERFORMER* BY MODE

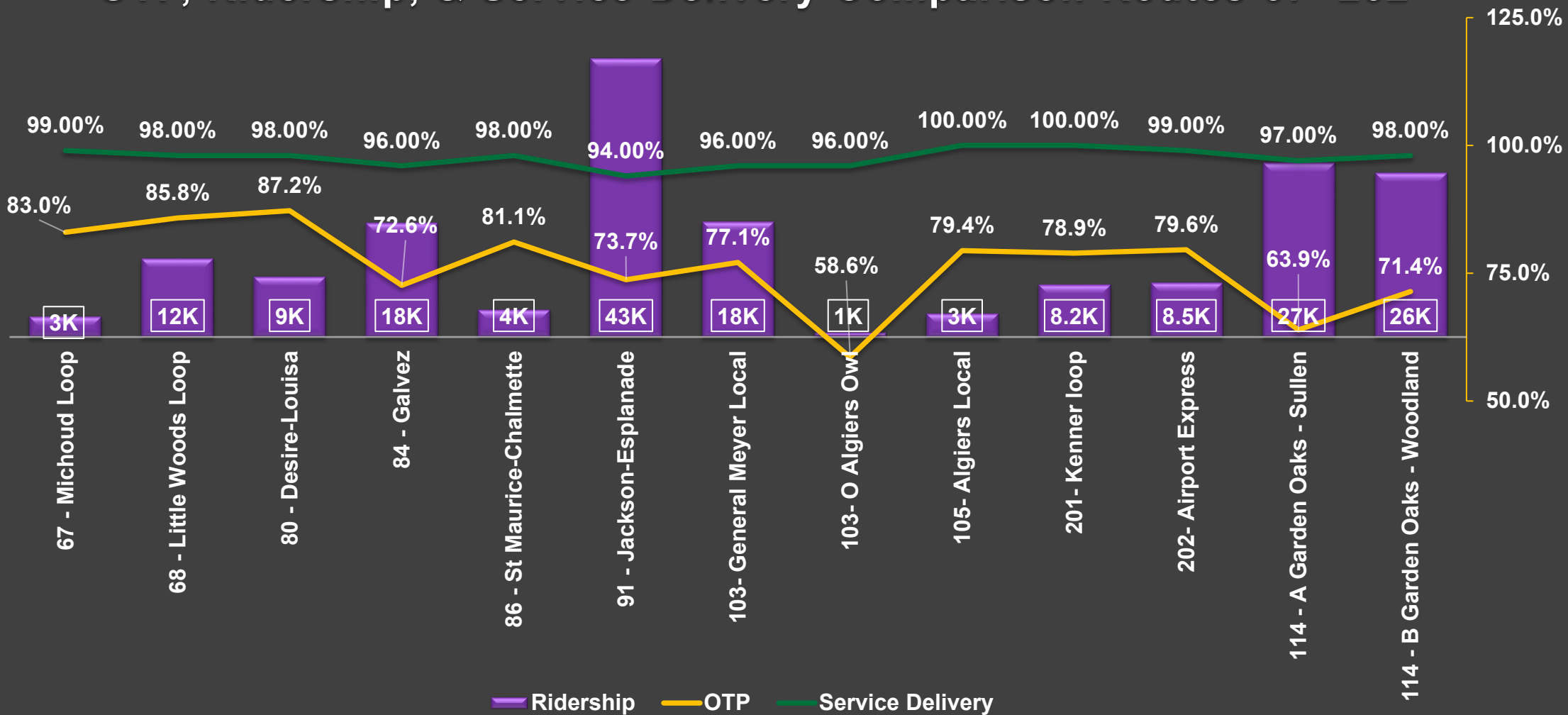


# OTP, RIDERSHIP, & SERVICE DELIVERY COMPARISON ROUTES 3 – 66

OTP %



# OTP, Ridership, & Service Delivery Comparison Routes 67- 202

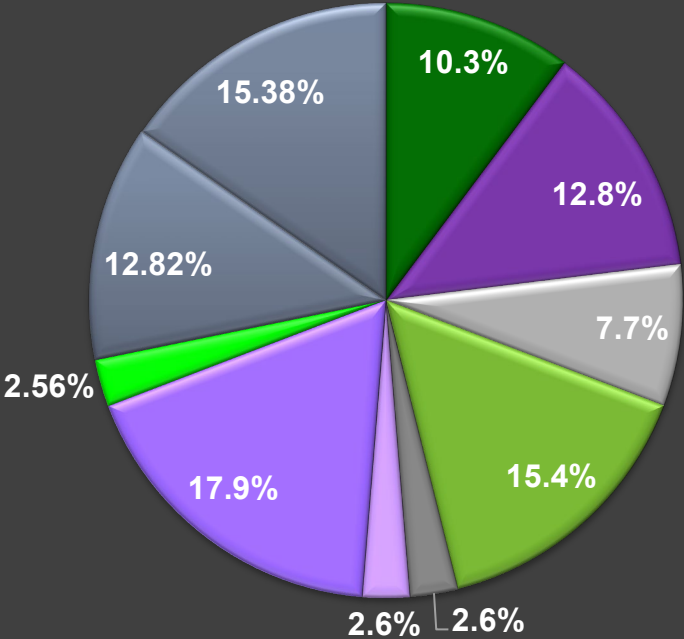


LONG-TERM DETOURS AFFECTING ALL MODES

| Routes Affected by Long-Term Detours | Cause             |
|--------------------------------------|-------------------|
| 3 - Saratoga/Canal                   | Road Construction |
| 8 – Rampart/Canal                    | Road Construction |
| 27 - Toledano/Claiborne              | Road Construction |
| 31 - Leonidas/Gentilly               | Road Construction |
| 32 – Leonidas/Treme                  | Road Construction |
| 55 – Rampart/Canal                   | Hole in Street    |
| 62 – Desire/Chef                     | Road Construction |
| 66 – Morrison/Mayo                   | Road Construction |
| 91 – Rampart/Canal                   | Road Construction |

PERCENTAGE OF TEMPORARY DETOURS BY CAUSE

- Road Closure/Traffic
- Second Line/Parade
- Civilian Accident
- Police Activity
- Assist Canal Ferry
- Flooding
- Construction
- Bridge Closure
- Roadwork
- Accident





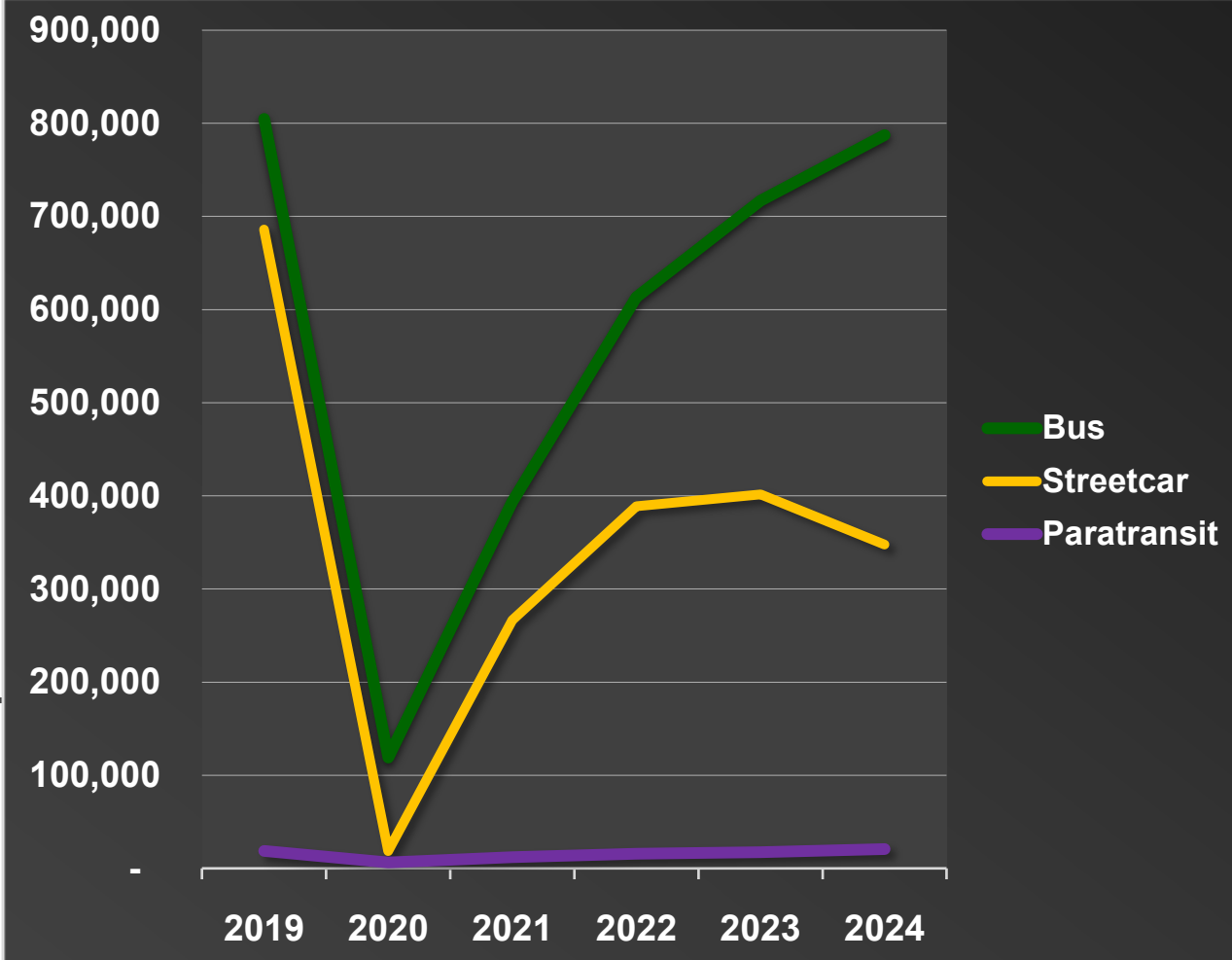
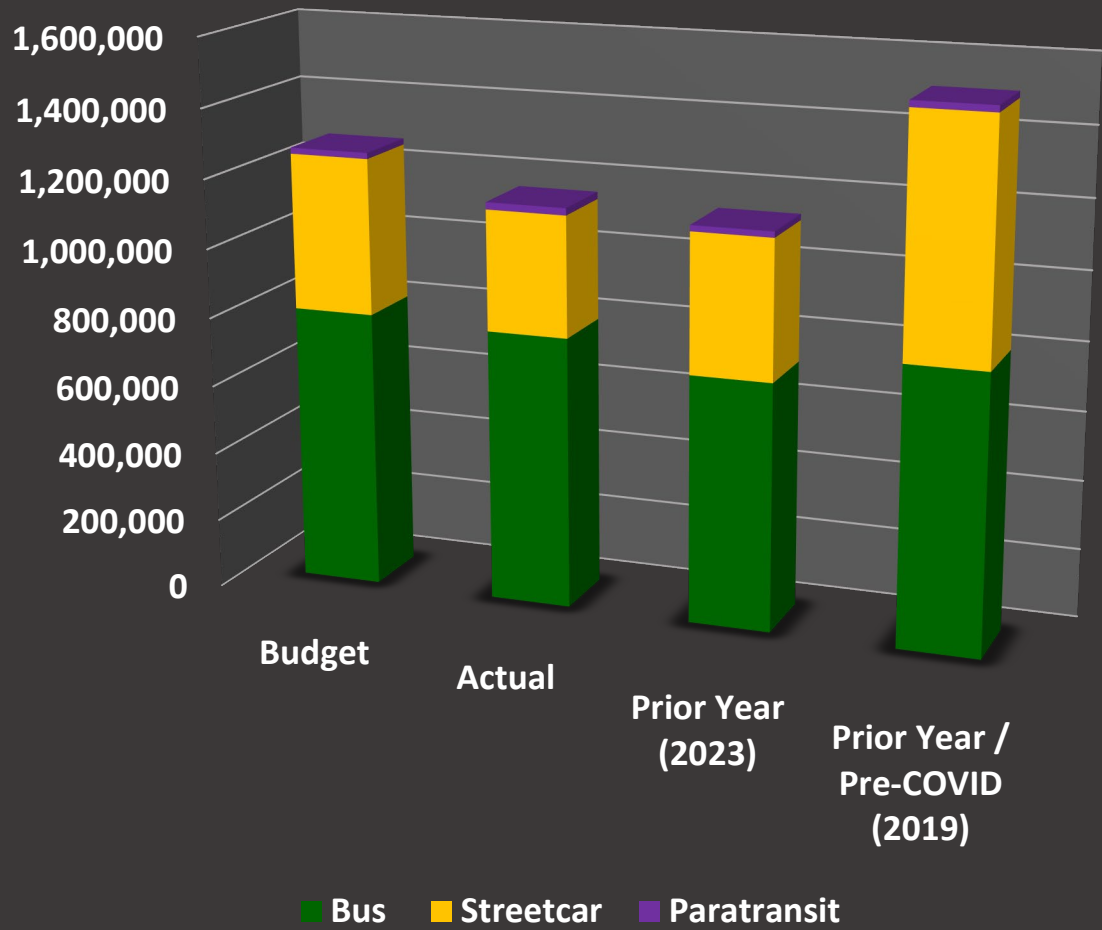
# *Questions?*



## ***Agenda***

# **4. Reports**

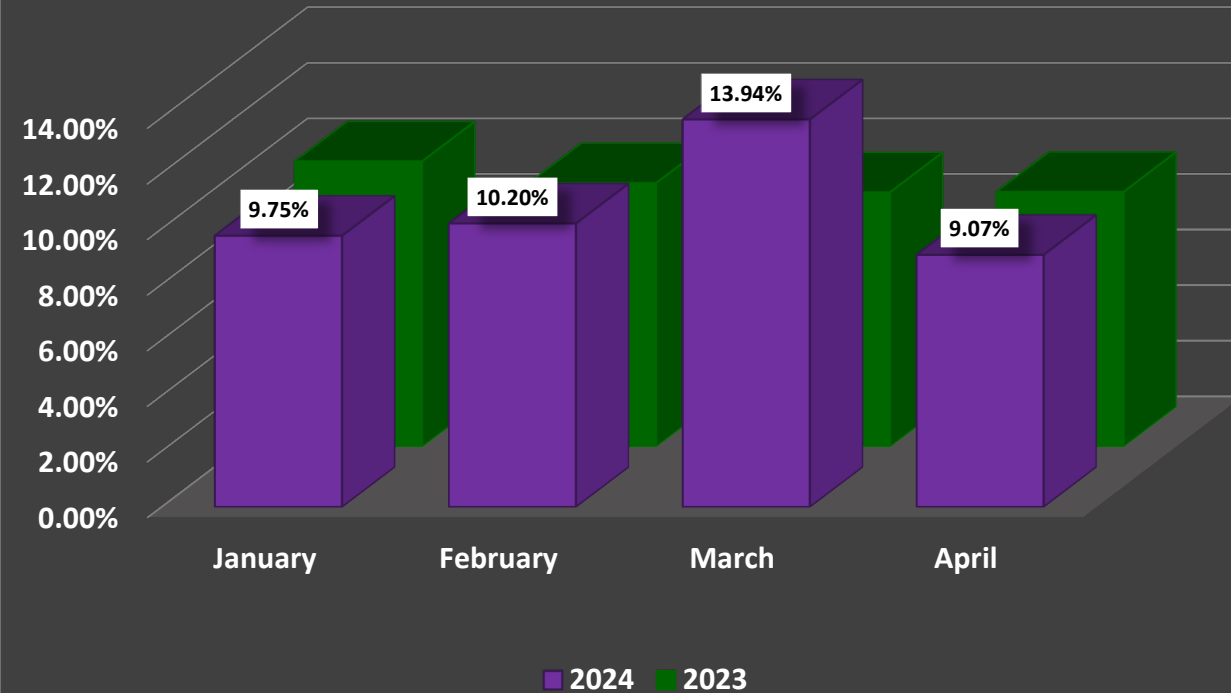
### **I. RTA Chief Financial Officer's Report**



# RIDERSHIP

Ridership in April increased by 4.1% when compared to March 2024 actuals. In April, total system ridership (bus, streetcar and paratransit) was 1.2M, compared to 1.1M for the previous month of March.

**FAREBOX RECOVERY RATES  
2024 vs 2023**



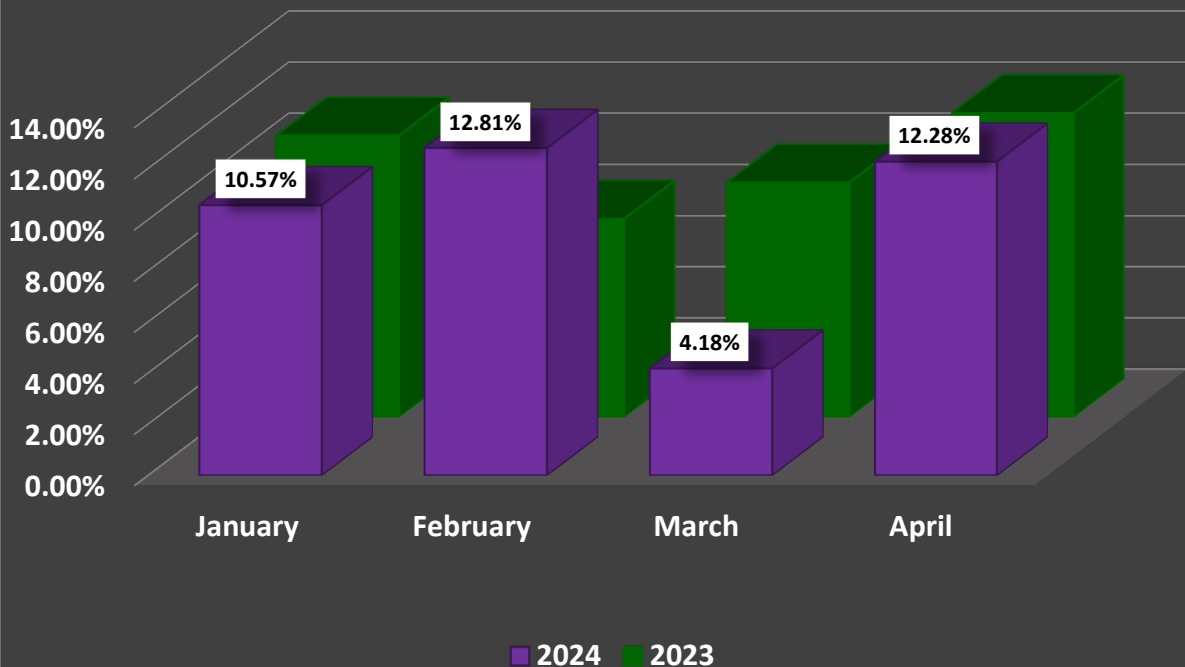
**TOTAL OPERATING EXPENSES, FAREBOX REVENUE & FAREBOX RECOVERY**



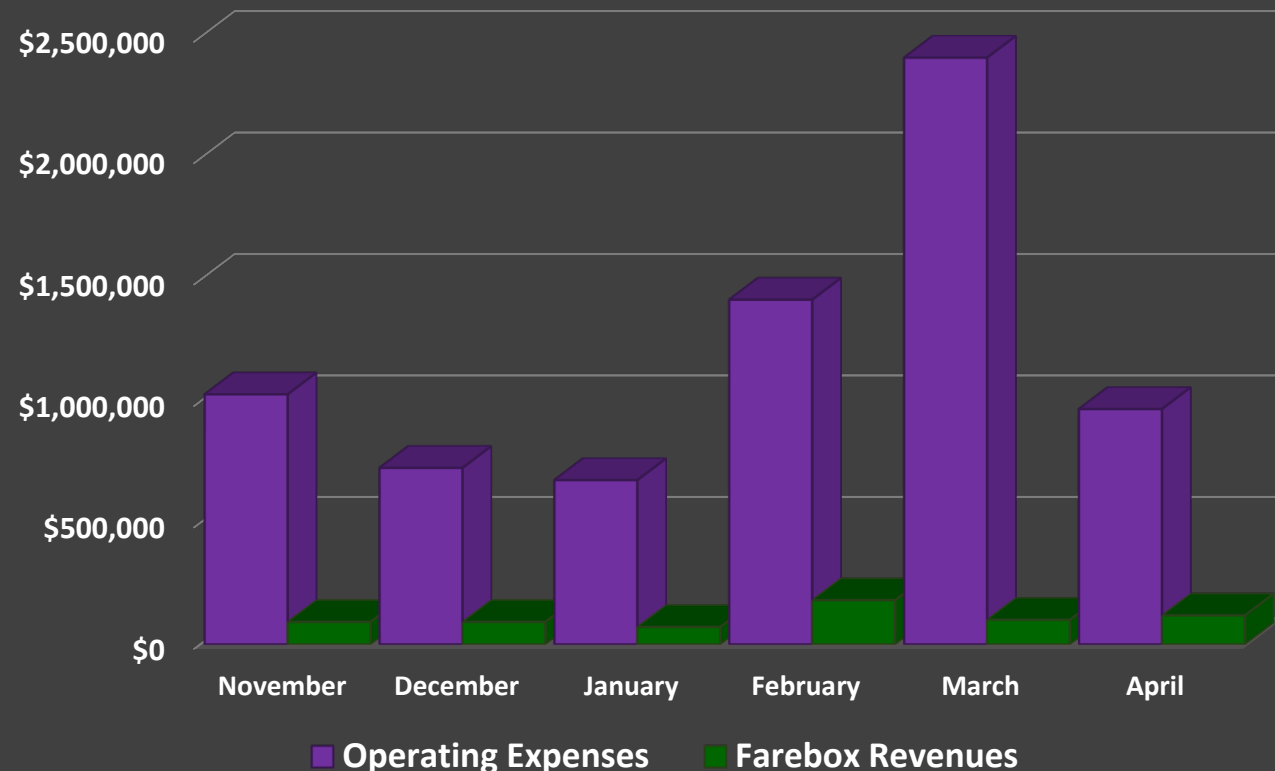
## ***Farebox Recovery Rates 2024 vs. 2023***

Fare revenue continues to offset a slightly modest percentage of operating expenses as ridership continues to rebound. April's farebox recovery rate decreased from 13.9% in the prior month to 9.1%; a total decrease of 4.8%

**FAREBOX RECOVERY RATES  
2024 vs 2023**



**TOTAL OPERATING EXPENSES, FAREBOX REVENUE & FAREBOX RECOVERY**



***FERRY- Farebox Recovery Rates  
2024 vs. 2023***

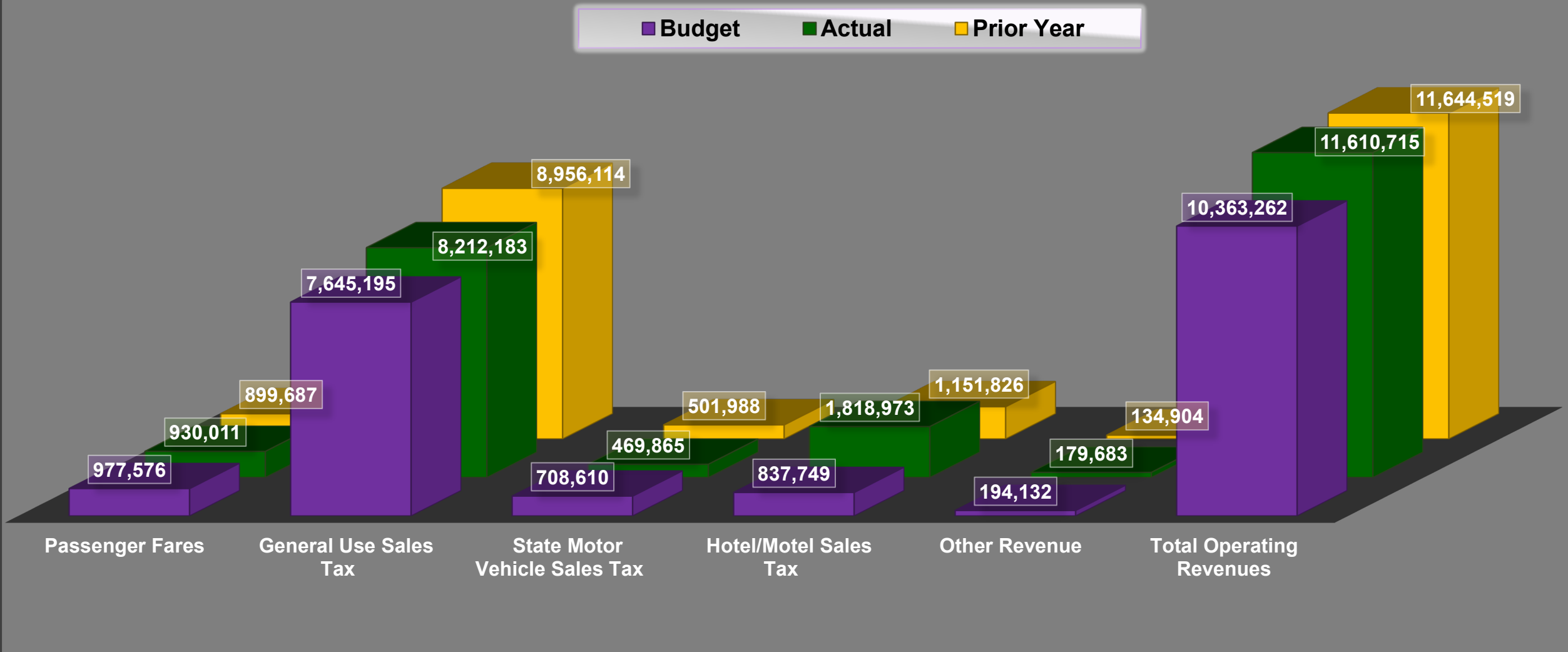
The increase in farebox recovery to 12.3% in April from 4.2% in March is the result of a decrease in operating expenses and an increase in fare revenues from the prior month. Fare revenues continue to offset a small percentage of operating costs.





# April 2024 Summary of Sources

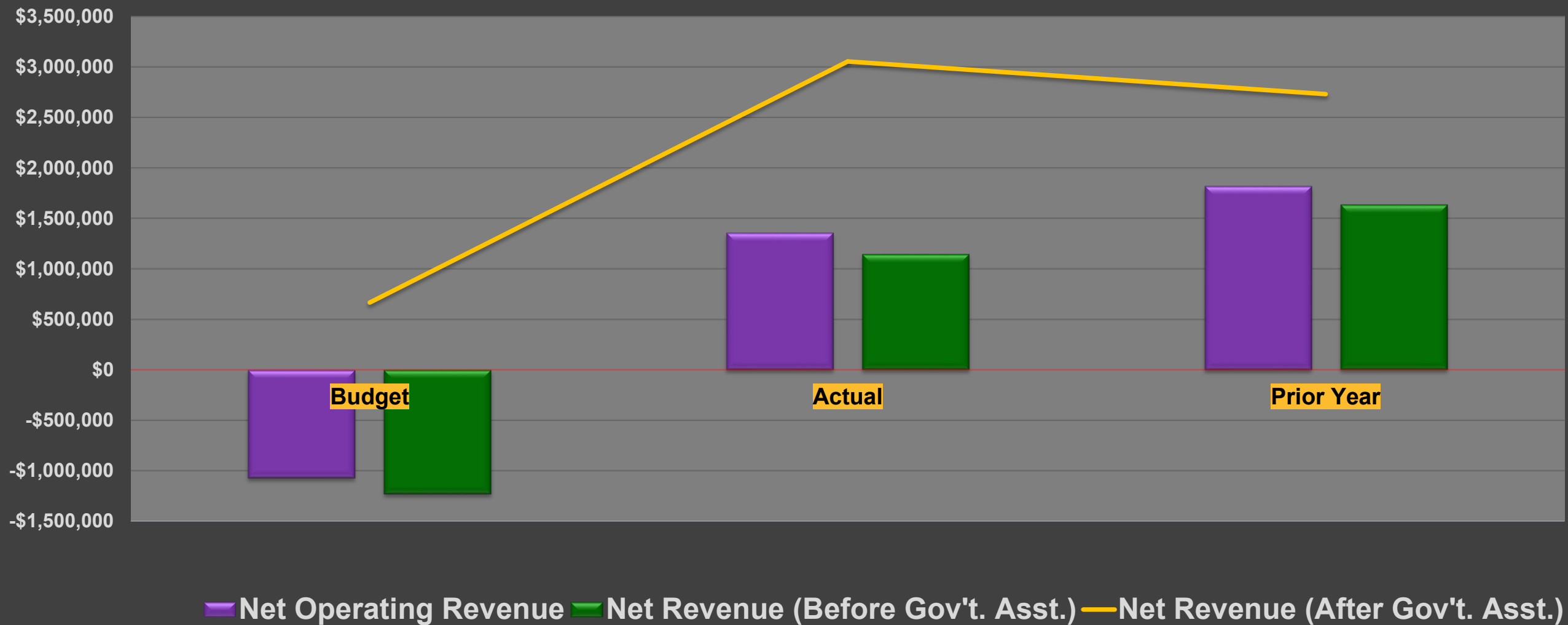
| <b>SUMMARY OF SOURCES</b>                  |                   |                   |                  |               |                   |                   |
|--------------------------------------------|-------------------|-------------------|------------------|---------------|-------------------|-------------------|
|                                            | Budget            | Actuals           | \$ Change        | % Change      | YTD Budget        | YTD Actuals       |
| Sales Tax                                  | 9,191,554         | 10,501,021        | 1,309,467        | 14.25%        | 36,766,216        | 37,856,057        |
| Government Assistance                      | 1,896,333         | 1,449,165         | (447,168)        | -23.58%       | 7,585,332         | 5,474,320         |
| <b>Sales Tax and Government Assistance</b> | <b>11,087,887</b> | <b>11,950,186</b> | <b>862,299</b>   | <b>7.78%</b>  | <b>44,351,548</b> | <b>43,330,377</b> |
| Passenger Fares                            | 977,576           | 930,011           | (47,565)         | -4.87%        | 3,910,304         | 3,809,713         |
| Other Operating Revenues                   | 194,132           | 179,683           | (14,449)         | -7.44%        | 776,528           | 722,255           |
| <b>Subtotal Transit Operations</b>         | <b>1,171,708</b>  | <b>1,109,694</b>  | <b>(62,014)</b>  | <b>-5.29%</b> | <b>4,686,832</b>  | <b>4,531,968</b>  |
| <b>Total Operating Revenues</b>            | <b>12,259,595</b> | <b>13,059,881</b> | <b>800,286</b>   | <b>6.53%</b>  | <b>49,038,380</b> | <b>47,862,345</b> |
| Federal Capital Funding                    | 3,176,193         | 4,575,413         | 1,399,220        | 44.05%        | 12,704,772        | 9,541,721         |
| Investment Income                          | 6,310             | 66,139            | 59,829           | 100.00%       | 25,240            | 264,554           |
| <b>Subtotal Capital and Bond Resources</b> | <b>3,182,503</b>  | <b>4,641,551</b>  | <b>1,459,048</b> | <b>45.85%</b> | <b>12,730,012</b> | <b>9,806,275</b>  |
| <b>Total Revenue</b>                       | <b>15,442,098</b> | <b>17,701,432</b> | <b>2,259,334</b> | <b>14.63%</b> | <b>61,768,392</b> | <b>57,668,620</b> |
| Operating Reserve                          | 0                 | (2,544,358)       | (2,544,358)      | -100.00%      | 0                 | (8,882,316)       |
| <b>Total Sources</b>                       | <b>15,442,098</b> | <b>15,157,074</b> | <b>(285,024)</b> | <b>-1.85%</b> | <b>61,768,392</b> | <b>48,786,304</b> |



# OPERATING REVENUES (BUDGET, ACTUAL & PRIOR YEAR)

RTA's two largest revenue sources are General Use Sales Tax (\$8.2M) and Hotel/Motel Sales Tax (\$1.8M). The two combined make up 86.4% or \$10M of total revenue. Overall, total operating revenues for the month of April are \$11.6M.





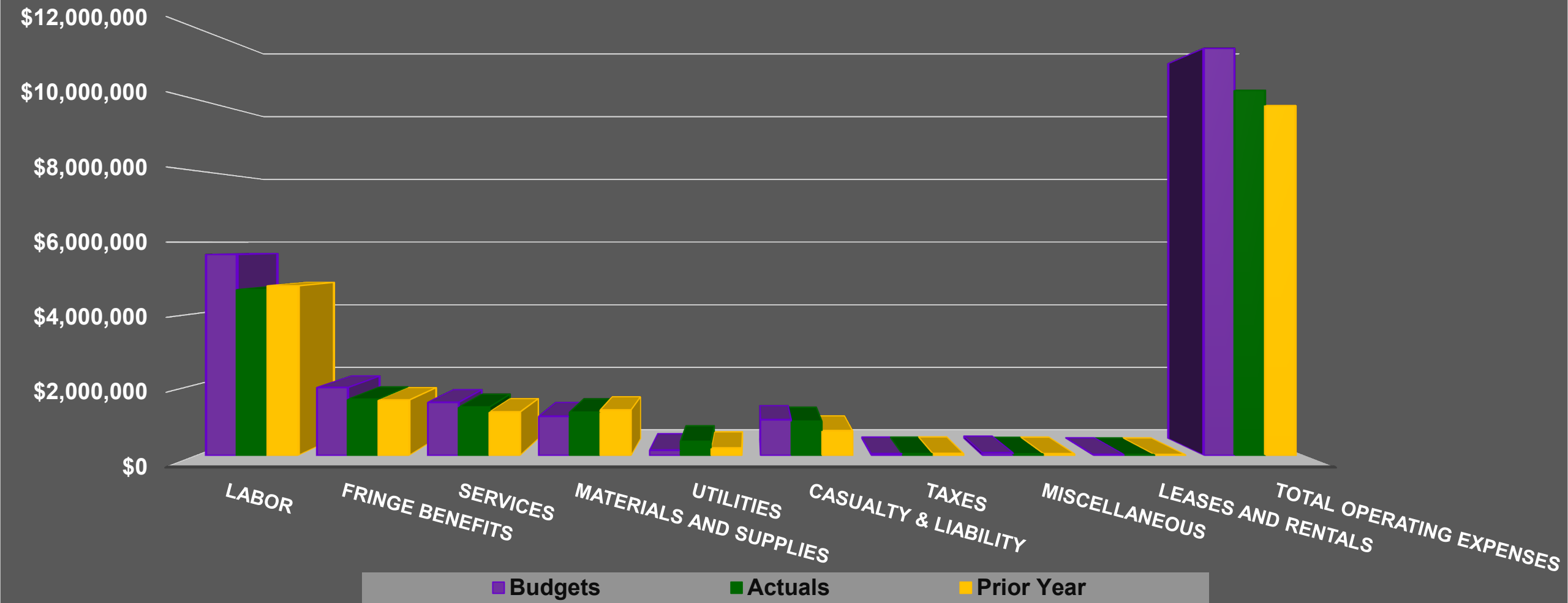
## ***NET REVENUES (BEFORE AND AFTER GOVERNMENT ASSISTANCE)***

Net Revenue (Before Government Assistance) is \$1.1M for the month of April. After applying the month's \$1.4M in Government Operating Assistance, Net Revenue is \$3.1M for the month of April.

# April 2024 Summary of Uses

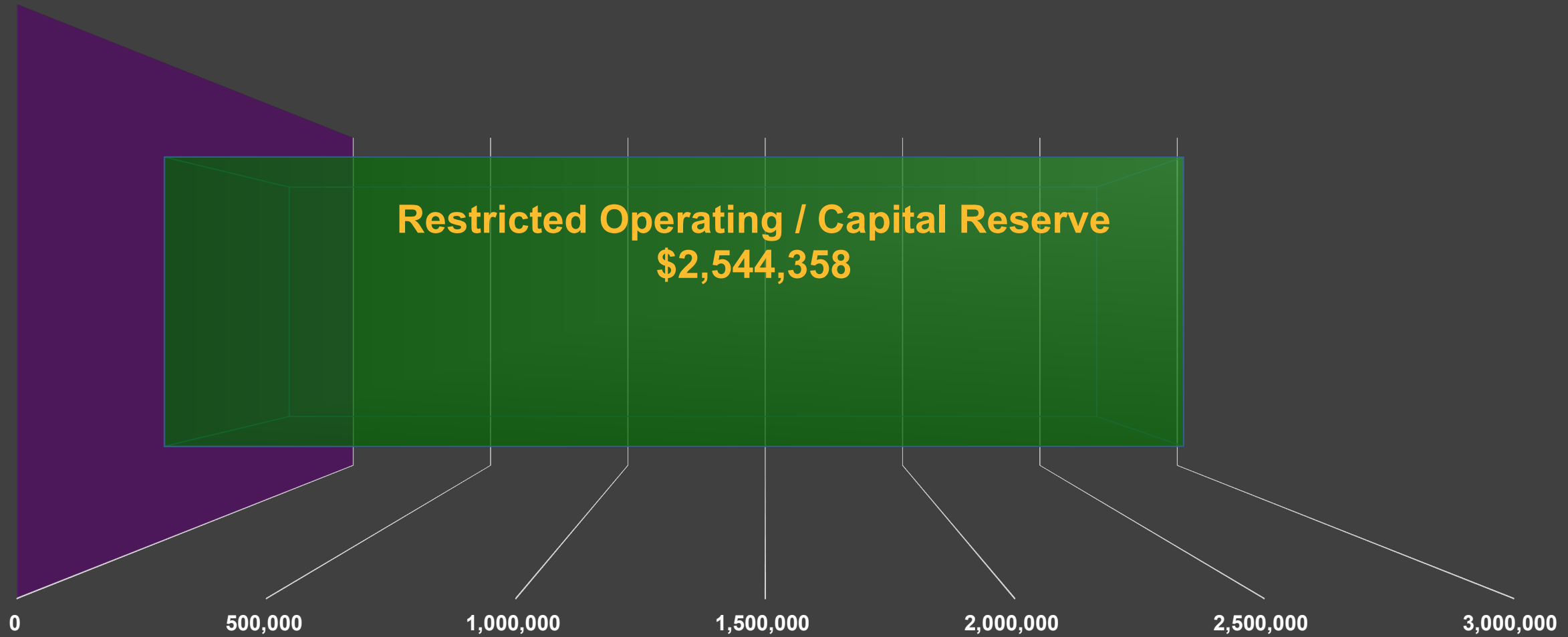
| Summary of Uses                     |            |            |             |          |            |             |
|-------------------------------------|------------|------------|-------------|----------|------------|-------------|
|                                     | Budget     | Actuals    | \$ Change   | % Change | YTD Budget | YTD Actuals |
| Transit Operations                  | 11,435,212 | 10,255,442 | 1,179,770   | 10.32%   | 45,740,848 | 35,867,837  |
| TMSEL Legacy Costs                  | 158,501    | 210,627    | (52,126)    | -32.89%  | 634,004    | 1,129,815   |
| Maritime Costs                      | 0          | (460,799)  | 460,799     | 0.00%    | 0          | (187,944)   |
| Capital Expenditures                | 3,176,193  | 4,592,079  | (1,415,886) | -44.58%  | 12,704,772 | 9,737,696   |
| FEMA Project Worksheet Expenditures | 0          | 0          | 0           | 0.00%    | 0          | 0           |
| Debt Service                        | 672,192    | 559,725    | 112,467     | 16.73%   | 2,688,768  | 2,238,900   |
| Total Expenditures                  | 15,442,098 | 15,157,074 | 285,024     | 1.85%    | 61,768,392 | 48,786,304  |
| Operating Reserve                   | 0          | 0          | 0           | 0.00%    | 0          | 0           |
| Total Uses                          | 15,442,098 | 15,157,074 | 285,024     | 1.85%    | 61,768,392 | 48,786,304  |

## Operating Expenses (Actual - \$10,255,442)



## Operating Expenses

Operating Expenses for the month of April are roughly \$10.3M. Labor and Fringe Benefits, the largest expenditure at \$6.2M, comprised 60.9% of this month's actual expenses. In total, Operating Expenses for the month of April show an increase of 25% from \$8.2M in March.



## ***OPERATING RESERVE***

The positive variance that resulted from Net Revenue (After Government Assistance of approximately \$1.4M) added \$2.5M to the Restricted Operating/Capital Reserve after the offset of \$560K in Debt Service.



# *Questions?*



# Agenda

## 5. Consent Agenda

|                                                                              |        |
|------------------------------------------------------------------------------|--------|
| FY 2024 ADP Annual Services                                                  | 24-017 |
| Office of Internal Audit and Compliance's Confidentiality Policy<br>(GEN 12) | 24-011 |
| Paratransit Buses                                                            | 24-021 |
| Universal Accessibility Study                                                | 24-024 |
| New Orleans East Bus Wash Repairs                                            | 24-034 |
| Canal Street Bus Wash Replacement                                            | 24-035 |



# **Agenda**

## **5. Consent Agenda cont'd**

|                                                                                                       |        |
|-------------------------------------------------------------------------------------------------------|--------|
| CleverVision Monitor Replacement Pilot                                                                | 24-044 |
| A Cooperative Endeavor Agreement (CEA) between Jefferson<br>Parish and the Regional Transit Authority | 24-045 |
| ENO Air Compressors                                                                                   | 24-049 |
| CY 2023 Louisiana Compliance Questionnaire                                                            | 24-050 |



# Agenda

## 6. Authorizations

Authorization to Extend Transit Security Month-to-Month Services with  
Security Experts and Leaders (SEAL) 24-033

FY2024 TOD Pilot Program Grant Application 24-056



## ***Agenda***

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



## ***Agenda***

# **8. Audience Questions and Comments**



## **Agenda**

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

BRC Construction Group, LLC versus New Orleans Regional Transit Authority, Civil District Court for the Parish of Orleans No.: 2024-0335, Div. "F"- 5

Ernest N. Morial Exhibition Hall Authority v. Regional Transit Authority Civil District Court No. 2021-04470, Division "J-15"



# *Agenda*

## **10. Adjournment**