

2817 Canal Street New Orleans, LA 70119

New Orleans Regional Transit Authority Board of Commissioners

Meeting Agenda - Final-Revised

Tuesday, May 24, 2022

10:00 AM

Virtual

PUBLIC HEARING NOTICE/AGENDA

The New Orleans Regional Transit Authority does hereby certify that it is unable to hold a commission meeting under regular quorum requirements due to COVID-19. The next Commission meeting will be held via Zoom on Tuesday, May 24, 2022 at 10:00 am in accordance with the provisions of La R.S. 42:17.1(A)(2)(a)-(c). All efforts will be made to provide for observation and input by members of the public.

- 1. Call to Order
- 2. Roll Call
- 3. Consideration of Meeting Minutes

[Board Meeting Minutes - April 26, 2022]

22-084

- 4. RTA Chairman's Report
 - A. Swearing in of Jefferson Parish Commissioners
 - B. Assignment of Committees
- 5. Reports
 - A. Operations & Administration Committee Chairman's Report
 - B. Finance Committee Chairman's Report
 - C. Jefferson Parish Report
 - D. RTA General Counsel's Report
 - E. RTA Chief Executive Officer's Report

- F. Chief of Staff Legislative Update
- G. Operations Update
- H. RTA Chief Financial Officer's Report
- I. DBE Report

6. La DOTD Report - Mr. Kevin Lawson

7. Procurement Items

A. Authorizations

Rail Maintenance Vehicle Purchase		
RTA Mentor Protégé Program	<u>22-034</u>	
Cooperative Endeavor Agreement (CEA) Between Audubon Nature Institute (ANI) and RTA	<u>22-064</u>	
RTA Work Policies Amended	<u>22-075</u>	
Transit Security Services	<u>22-076</u>	
Oracle Cloud ERP	<u>22-079</u>	
Renewal of Various RTA Insurance Coverages 2022-23		
Various Insurance Coverages	22-083	

8. New Business (UNANIMOUS VOTE REQUIRED TO CONSIDER)

9. Audience Questions and Comments

PLEASE NOTE: Those desiring to make public comments should either enter their complete name in the Zoom meeting's chat box to make comments during the meeting, or send their comments to rtaboard@rtaforward.org to have them read aloud.

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

RTA v. Riverwalk Marketplace, et al

ATU Update

11. Adjournment

В.

New Orleans Regional Transit Authority



Board Report and Staff Summary

File #: 22-084

Board of Commissioners

[Board Meeting Minutes - April 26, 2022]



New Orleans Regional Transit Authority Board of Commissioners

Meeting Minutes

Tuesday, April 26, 2022

10:00 AM

Virtual

The New Orleans Regional Transit Authority does hereby certify that it is unable to hold a commission meeting under regular quorum requirements due to COVID-19. The next Commission meeting will be held via Zoom on Tuesday, April 26, 2022 at 10:00 am in accordance with the provisions of La R.S. 42:17.1(A)(2)(a)-(c). All efforts will be made to provide for observation and input by members of the public.

1. Call to Order

2. Roll Call

<u>Commissioner Present:</u> Chairman Daniels, Commissioner Bryan, Commissioner Neal, Commissioner Raymond, Commissioner Sarwar, Commissioner Tillery, Commissioner Walton and Commissioner Wegner,

3. Consideration of Meeting Minutes

[Board Meeting Minutes - March 22, 2022]

22-077

Commissioner Tillery moved and Commissioner Sarwar seconded to approve the Board Meeting Minutes of March 22, 2022. The motion was approved unanimously.

approved

4. Reports

A. RTA Chairman's Report

Commissioner Raymond moved and Commissioner Walton seconded to adopt a Resolution of Appreciation for Commissioner Wegner. Resolution No. 22-032 was adopted unanimously.

Commissioner Raymond moved and Commissioner Walton seconded to adopt a Resolution of Appreciation for Commissioner Tillery. Resolution No. 22-033 was adopted unanimously.

Commissioner Raymond moved and Commissioner Walton seconded to adopt a Resolution of Appreciation for Commissioner Sarwar. Resolution No. 22-034 was adopted unanimously.

The Board had a moment of silence for the family of the kids that drowned in the Mississippi River.

Commissioner Daniels stated that the RTA was going back to in-person meetings for the May 24, 2022, Board Meeting and as a safety precaution everyone from the public would be asked to wear a mask at the Meeting.

B. Operations & Administration Committee Chairman's Report

Commissioner Neal reported that on Thursday, April 28, 2022, the RTA was going to hold an Open House for the Bus Rapid Transit Project in the Board Room from 5:30pm - 7:00pm.

C. Finance Committee Chairman's Report

Commissioner Raymond stated that the Finance Committee had a very productive Committee Meeting.

D. Jefferson Parish Report

No report.

E. RTA General Counsel's Report

Sundiata Halley stated that his report was going to be discussed in Executive Session.

F. RTA Chief Executive Officer's Report

Alex Wiggins reported that the RTA had suspended the mask mandate enforcement on all modes of transportation and currently the RTA has two employees with COVID.

Alex Wiggins reported that the majority of the operators are still wearing their mask and encouraging passengers to do the same.

Alex Wiggins reported that the RTA was awarded a State Grant for \$1.687 Million to fund 37 non-revenue vehicles.

Alex Wiggins reported that the 2021 RTA Annual Report was available on the RTA Website.

Alex Wiggins reported that staff was preparing for JazzFest and making the necessary schedule adjustments to accommodate the riding public.

Alex Wiggins reported that the RTA was attending the City Council Hurricane

Preparedness Briefing on April 28, 2022, to discuss the following:

The RTA will maintain service across all transit modes if weather conditions allow us to do so safely.

In the event of a CAE, the RTA will....

Transport evacuees and their pets (those in small and extra-small carriers) from pickup locations to the Smoothie King Center (SKC). Pet buses also are provided for evacuees with large pets. Muzzles and leases are a must.

Provide paratransit support for the transport of home-bound citizens from their residences to the SKC.

Provide supplemental transport of hotel visitors from the hotel staging centers to MSY, if required.

Operate a limited number of regular bus routes, as resources permit.

Alex Wiggins reported that the 14th Annual ADA Hurricane Preparedness Meeting was going to take place on Thursday, May 19, 2022 at the RTA Canal Facility.

G. RTA's Chief of Staff Legislative Update

Katherine Felton reported on the following:

\$1.68M to replace 37 non-revenue fleet vehicles

Rural Section 5339 Bus and Bus Facility FFY19 remaining balance & all FFY20 & FFY21 apportionment.

\$14M Capital Outlay Request

Baton Rouge - New Orleans Demonstration Ride

Infrastructure Czar Meeting to discuss transit priorities

\$5M appropriations request submitted to U.S. Representative Carter

Senator Cassidy deadline early May

City of New Orleans/RTA joint \$25M RAISE Grant submission for design and construction of the downtown transit center

5. RTA Chief Financial Officer's Report

Gizelle Banks reported that - Ridership - As COVID wanes, ridership gradually recovers while service levels remain steady. However, February's ridership of 612K fell short of the budget by 89k passengers. Year-to-date comparisons to February actuals show mixed results across the spectrum - when compared to the budget. When compared to February 2021 actuals ridership (458K passengers) increased by (242K passengers) or (25%), 2020 actuals (1M passengers) or (38%) decrease and 2019 actuals (1.3M passengers) or (52% decrease).

Gizelle Banks reported that - Farebox Recovery Rates 2021 vs. 2019 (Pre-COVID) - Fare revenue continues to offset a slightly lower percentage of operating expenses as ridership struggles to rebound. However, January's farebox recovery increased from 7.21% in the prior to 8.67%.

Gizelle Banks reported that Ferry - Farebox Recovery Rates 2021 vs.2019 (Pre-COVID) - The decrease in farebox recovery to 7.79% in February from 9.87% in January is a result of decrease in passenger revenue and an increase in operating expenses.

Gizelle Banks reported that - Operating Revenues (Budget, Actual & Prior Year) - Overall, Operating Revenues display positive results for the month when compared to the prior year due to strong Sales Tax Revenues Passenger Fares for February, fared within 5.41% of the budget, or \$36K.

Gizelle Banks reported that - Operating Expenses - Labor and Fringe Benefits, the largest expenditure at \$5.3M, comprised 73.3% of this month's actual expenses. In total, Operating Expenses for the month shows a negative variance of 700K when compared to the budget.

Gizelle Banks reported that - Operating Reserve - To offset the adverse position of Net Revenue (After Government Assistance) approximately 1.8M from Restricted Operating Capital was used.

Gizelle Banks reported that - Net Revenue (Before and After Government Assistance) - Net Revenue (Before Government Assistance) is (1.6M) for the month of February. After applying the month's \$1.2M in Government Operating Assistance, Net Revenue ended with a (974K) negative variance.

In response to Commissioner Daniels, Gizelle Banks reported that that the timing of retirement.

In response to Commissioner Daniels, Gizelle Banks reported that it was the timing of the retirement and when the payouts were made.

Commissioner Daniels asked for a long-term forecast for Operating Reserves for three to five years.

Commissioner Wegner suggested a buy-in for certain business and schools that benefit from transit.

[February 2022 Financials]

22-074

6. DBE Report

Adonis Expose' reported that the RTA awarded a total of \$6,570,826 in contracts and \$5,191,500 was awarded to DBE Prime Contractors. The DBE participation was 79%.

Current DBE Projects:

CMAR - Canal Street Ferry Terminal (Construction) - 5%

Security Services - 15%

Disaster Recovery Grants Management and Administration - 33%

Riverfront Track Work & Overhead Catenary - 10%

Transit Ferry Services - 7%

East New Orleans Maintenance Building - 14%

St. Charles Streetcar Line Downtown Loop Pavement Replacement - 55%

OCS Pole Replacement - 0%

Business Intelligence & Data Management Reporting System - 0%

On Call Technical Support - 0%

Napoleon Facility Renovation & Upgrade - 0%

Current SBE Projects:

DBE Consulting Services - 46%

Construction Cost Audits - 49%

Bus Ra[id Transit Feasibility Study - 16%

On Call A&E Services for Design of Interim Downtown Transit Hub - 0%

Vegetation Control on Streetcar Lines - 0%

Facility Maintenance & Construction Support Services - 0%

Classification and Compensation Study

Upcoming DBE/SBE Projects:

Leadership & Change Management Training - 100% SBE Transit Security Services - 23% Short-Term Janitorial Services - 100% SBE

Adonis Expose' reported that the DBE/SBE Opportunity Conference for Disadvantaged and Small Business Enterprises was taking place on Wednesday, April 27, 2022, at 5:30 pm at McDonough #35.

7. Operations Update

Gerard Guter reported that the total Ridership for the month of February 2022 was 610K. On -Time Performance for bus and streetcar was 76%.

Gerard Guter reported that Route 45-Lakeview had the highest On-Time Performance with 80% and the route with the lowest On-Time Performance was Route 32 Leonidas-Treme with 68%.

Gerard Guter reported that 18 of the 34 service routes were affected by Temporary Detours which was 52.9% of the routes and 6 of the 34 service routes were affected by Long Term Detours which was 17.6% of the routes.

Gerard Guter reported that for the month of February RTA delivered 98% of Bus Service and 97% of Streetcar Service.

8. Consent Agenda

Commissioner Tillery moved Commissioner Wegner seconded to adopt the Consent Agenda. Resolution No. 22-023 was adopted unanimously. approved

Out of Shop Bus Diagnostic and Repairs

22-031

Commissioner Tillery moved and Commissioner Wegner seconded to adopt the

Out of Shop Bus Diagnostic and Repairs. Resolution No. 22-021 was adopted unanimously.

Enactment No: 22-021

Leadership & Change Management Training

22-040

Commissioner Tillery moved and Commissioner Wegner seconded to adopt the Leadership & Change Management Training. Resolution No. 22-022 was adopted unanimously.

Enactment No: 22-022

Clever Device Maintenance Agreement

22-050

Commissioner Tillery moved and Commissioner Wegner seconded to adopt Clever Device Maintenance Agreement. Resolution No. 22-024 was adopted unanimously.

Enactment No: 22-024

Temporary Janitorial Services Contract

22-055

Commissioner Tillery moved and Commissioner Wegner seconded to adopt the Temporary Janitorial Services Contract. Resolution No. 22-025 was adopted unanimously.

Enactment No: 221-025

CY2021 Louisiana Compliance Questionnaire

22-061

Commissioner Tillery moved and Commissioner Wegner seconded to adopt the CY2021 Louisiana Compliance Questionnaire. Resolution No. 22-026 was adopted unanimously.

Enactment No: 22-026

FY 2022 Bus and Bus Facilities Grant Application

22-062

Commissioner Tillery moved and Commissioner Wegner seconded to adopted FY022 Bus and Bus Facilities Grant Application. Resolution No. 22-027 was adopted unanimously.

Enactment No: 22-027

Canal Street Ferry Terminal Project: Amendment to

22-065

Woodward-APC's Contract

Commissioner Tillery moved and Commissioner Wegner seconded to adopt the Canal Street Ferry Terminal Project: Amendment to Woodward-APC's Contract. Resolution No. 22-028 was adopted unanimously.

Enactment No: 22-028

Limited Signature Authority for the CEO to update Cooperative Endeavor Agreements (CEAs)

22-068

Commissioner Tillery moved and Commissioner Wegner seconded to adopt

Limited Signature Authority for the Limited Signature Authority for the CEO to update Cooperative Endeavor Agreement (CEAs). Resolution No. 22-029 was adopted unanimously.

Enactment No: 22-029

Mobile Application Replacement

22-070

Commissioner Tillery moved and Commissioner Wegner seconded to adopt the Mobile Application Replacement. Resolution No. 22-030 was adopted unanimously.

Enactment No: 22-030

9. Grants

9a. Ratification: RAISE Application Grant

approved

2022 RAISE Grant Application

22-080

Commissioner Tillery moved and Commissioner Wegner seconded to adopt the 2022 RAISE Grant Application. Resolution No. 22-031 was adopted unanimously.

Enactment No: 22-031

10. New Business (UNANIMOUS VOTE REQUIRED TO CONSIDER)

None

11. Audience Questions and Comments

PLEASE NOTE: Persons wishing to submit public comments must either enter their full name in the chat sections of the Zoom meeting to provide comments during the meeting or email your comments to rtaboard@rtaforward.org to have your comments read aloud at the meeting.

In response to Fred Robertson, Alex Wiggins stated that reporting ridership on a daily basis is not common in the industry but staff reports monthly ridership information to the board.

Alex Wiggins reported that the RTA was in the final stages of certifying what was called the Automated Passenger Counters (APC) on both the bus and the streetcar system. The Ferry Counts are still done manually.

Commissioner Neal would like to have an RTA dashboard that would display RTA updates on a daily basis.

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

Commissioner Tillery moved and Commissioner Sarwar seconded to go into Executive Session. The motion was approved unanimously.

approved

Morial Convention Center vs. the Regional Transit Authority

ATU Update

13. Adjournment

Commissioner Tillery moved and Commissioner Sarwar seconded to adjourn the Board Meeting of April 26, 2022. The motion was approved unanimously. adjourned

New Orleans Regional Transit Authority



Board Report and Staff Summary

File #: 22-027	Board of Commissioners	
Rail Maintenance Vehicle Purchase)	
DESCRIPTION: Request to purcha truck.		AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ⊠ Approval	☐ Review Comment ☐ Inf	ormation Only

RECOMMENDATION:

Authorize the Chief Executive Officer to award a contract to Empire Truck Sales for the purchase of a dump truck.

ISSUE/BACKGROUND:

The dump truck currently in service has exceeded it useful life cycle and needs major repairs. During the bidding process there was only one bid received by RTA.

DISCUSSION:

The New Orleans Regional Transit Authority is requesting to purchase a Rail Maintenance dump truck. This non-revenue vehicle will replace our current dump truck that has surpassed the Federal Transit Authority (FTA) minimum required years of use and will be retired. This non-revenue vehicle plays a critical role in the success of our agency delivering outstanding service to our customers. The ability to respond to field repairs in the shortest amount of time will greatly reduce the downtime and increase on-time performance. The RTA was awarded funds through LA 2021-024.116.114211E to replace our dump truck.

FINANCIAL IMPACT:

Funding is available through grant funding (LA 2021-024.116.114211E), total estimated cost of this vehicle is \$139,984.00 which will be funded by the grant mentioned above.

NEXT STEPS:

Upon RTA Board approval, staff will assign a purchase order.

Board of Commissioners

ATTACHMENTS:

- 1. Resolution
- 2. Procurement Summary
- 3. Administrative Review Form
- 4. Dump Truck Forms

Prepared By: Floyd Bailey Jr

Title: Director of Rail Maintenance

Reviewed By: Gerard Guter

Title: Chief Operating Officer

Reviewed By: Gizelle Banks

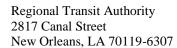
Title: Chief Financial Officer

4/6/2022

Alex Wiggins

Chief Executive Officer

C11. Wy





RESOLUTION NO.				
STATE OF LOUISIANA PARISH OF ORLEANS				
AUTHORIZATION TO AWARD A THE PURCHASE		TO EMPIRE TRUCK		
Introduced by Commissio	ner	, seconded	d by Commissioner	
WHEREAS, the Chief Executed dump truck; and	tive Officer of	the RTA has the need	d to replace one MOW	
WHEREAS, the purchase of to carry out its day to day operation; as	•	ent vehicle will enable	the RTA to effectively	
WHEREAS, RTA's Disadva there was no DBE goal set for this p	•	ess Compliance Man	ager determined that	
WHEREAS , staff evaluated at the price to be fair and reasonable;	•	onents submitted by v	endor and determined	
WHEREAS, it is the opinion of one MOW vehicle is critical to maintenance on behalf of the Region	aintaining the	e function, reliability,	•	
WHEREAS , funding for the a 024.1116.114211E.	above vehicle	is made available th	rough Grant LA2021-	
NOW, THEREFORE, BE IT Regional Transit Authority hereby a				
THE FOREGOING WAS R ADOPTION THEREOF AND RESU		•	S CALLED ON THE	
N A	EAS: _ AYS: _ BSTAIN: _ BSENT:			

	AND THE RESOLUTION WAS ADOPTED ON THE	th DAY OF MONTH, 2021.
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FLOZELL DANIELS, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS

PROCUREMENT SUMMARY-IFB 2021-034

REQUIREMENTS

A Board approved Agenda for Authorization to Solicit dated September 29, 2021 with attached technical specifications was received by Procurement to procure Replacement of DumpTruck Unit.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 \$135,682.00, which exceeds the Small Purchase threshold of \$100,000.00 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, adesxquate, 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. 2021-034 Public Notice was published in the The Advocate. The Public Notice and the IFB 2021-034 were posted on the RTA website beginning 11/16/2021. The IFB submittal deadline was 12/14/2021 at 2:30 pm.

IFB SUBMITTAL

Bid Opening was held on 12/14/2021 at 2:30 pm. Briana Howze handled the receipt of all submissions received.

DETERMINATION

The one (1) bid was determined responsive and provided all required certifications.

SUBMITTAL ANALYSIS

Respondents
Empire Truck Sales

Pricing \$139,984.00

Cost/price analysis was done and found that price is determined fair and reasonable based on market research. A price search was done for similar dump and is attached to the award package.

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 Briana Howze - Procurement Agent.

Regional Transit Authority Administrative Review Form

Project Name:	Dump	Truck									
Type of Solicit	ation:	IFB 2021-03	<u>4</u> DBI	E/SBE Partio	cipation Goa	ıl: <u>0%</u> Nu	ımber of Resp	ondents: <u>1</u>			
Prime, Prim	nary Cor	ntact and Phon	e Number	DBE	and Non-D	BE Subconsultar	nts	DBE Commitn Percenta		Price (RFP and ITI	
Prime Firm: Empire Truck Sales, Inc. Contact: Brian Jackson Phone: 985-641-4000						N/A		0%		\$139,984	4.00
*Indicates cert	ified DB	E or SLDBE firn	n that will contri	bute to the p	oroject's par	ticipation goal					
D	·			Requ	ired Items						
Prime Firm N	lame	LA Uniform Public Work Bid		Debarment Prime	Debarment Lower	Restrictions on Lobbying	Buy America Compliance	Partic In		Affidavit of Fee Disposition	Addenda
Empire Truck Inc.	Sales,	Y	Y	Y	N	Y	Y	Y	,	N/A	Y
Vendor Name: Certified by: N Procurem	Empi	ire Truck Sales,	Inc. na Howze, Contr Only	act Adminis		ndor is hereby fo	<u>.</u>		procure	ement.	
Prime Firm Name	Bid Bond	Insurance	Responsiveness Determination		_	Respons	ible Determin	ation		<u> </u>	
			Certifications /Licenses	Facilities/ Personnel	SAM.Gov	Previous Exp	perience	Years in Business	Financi Stabilit	Di i Dicciisc	÷
Empire Truck Sales, Inc.	N/A	Y	N/A	N/A	Y	Y		36	N/A	N/A	
Review and v	erificati	ion of the abov	e "checked" for	ms, the bel	ow listed vo	endor is hereby f	ound respons	sible for av	ward of	this procuren	 nent.
Vendor Name:	E	mpire Truck Sal	les Inc.					_			

Briana Howze, Contract Administrator

Certified by: Name and Title

Replacement of Dump Truck Unit Number 6783 New Truck Specifications

SCOPE

Contractor shall provide RTA with a New 2022 Heil Heavy Duty Freightliner M2-106 Cab and Chassis with 108" Cab to Trunion and One (1) 2022 Heil Heavy Duty 13' 10/12 Yd. Tandem Dump Body & Equipment with the following specifications.

Item 1

One (1) 2022 Freight; iner M2106 Cab and Chassis for a 13' 10/12 Yd. Tandem Dump Body

Commodity Code 070-.06.00245 - 2016 52,000 GVWR CAB AND CHASSIS

MODEL QUOTED ON: Freightliner M2-106

DELIVERY IN 120 CALENDAR DAYS AFTER RECEIPT OF ORDER.

COLOR: WHITE SEAT COLOR: GREY

GVW - 52000 LBS.

CA 108 IN.

ENGINE - MINIMUM STANDARD ENGINE, Cummins

C.I.D. - 9 LITERS

H.P. - 300

MIN. TORQUE - 860 LBS FT. TORQUE

AIR FILTER - DRY TYPE PAPER ELEMENT

SINGLE EXHAUST - HORIZONTAL MUFFLER

VERTICAL STACK

12 VOLT STARTER

OIL FILTER - FULL FLOW

FUEL/WATER SEPARATOR

ENGINE OIL COOLER FILTER/CONDITIONER

TRANSMISSION-AUTOMATIC ALLISON WITH PTO

NEW WORLD CURRENT YEAR MODEL MD3500 6 SPEED

REAR AXLE - Meritor MT 40-14X STEEL 40,000 LBS.

TOP SPEED: 60 MPH

FRONT AXLE - 12,000 LB. GVW

FRONT SUSPENSION - 12,000 lb.CAPACITY

REAR SUSPENSION - 40,000 LB.

HENDRICKSON SUSPENSION

BRAKES - FULL AIR

FRONT CAM - 16.5 IN X 5.0 IN

REAR CAM - 16.5 IN X 7 IN

AIR PARKING BRAKES, SPRING SET TYPE WITH

DASH MOUNTED CONTROL

AIR COMPRESSOR - MIN. 13.2 CFM WATER

COOLED

Railway Department

Replacement of Dump Truck Unit Number 6783 New Truck Specifications

AIR DRYER - BENDIX - WESTINGHOUSE AD-9 HEATED. AUTOMATIC SLACK ADJUSTERS AUTOMATIC MOISTURE EJECTOR ON WET TANK DRIVESHAFT - SPICER U-JOINTS 1710 H.D FRAME - 31.72 SM 110,000 PSI DOUBLE CHANNEL BOLTED DUAL AIR HORN HOOD AND FENDER ASSEMBLY - TILT TYPE INTEGRAL POWER STEERING PINTLE HITCH - HOLLAND PHT 760 PINTLE HITCH PROVIDED WITH FULL REINFORC EMENTS TO TRUCK FRAME AND MOUNTED AT PROPER HEIGHTS TO MATCH TRAILER. TOW HOOKS - HEAVY DUTY REAR TWO HOOKS MOUNTED ON THE OUTSIDE OF FRAME WITH CASE HARDENED BOLTS. ELECTRICAL - ALTERNATOR - 90 AMPS BATTERIES - MIN. NO. 2 TOTAL CCA 1850 **EMERGENCY FLASHERS** (5) CAB LIGHTS HALOGEN HEADLIGHTS TURN SIGNAL - STANDARD TAILLIGHTS - TWO WITH INTEGRAL STOP/TURN (2) REVERSE LIGHTS BACK UP ALARM - CAMERA TYPE **CIRCUIT PROTECTORS** REAR CLEARANCE LIGHT TRIO BAR FUEL TANK - LH STEP TYPE - 45 GAL. CAP TIRES - 11R22.5, HIGHWAY TREAD FRONT Regional Transit Authority

MUD AND SNOW REAR
SPARE - WHEEL
CAB - STANDARD TRIM
CAB INTERIOR - HEATER
SUN VISORS - LEFT AND RIGHT
VINYL FLOOR COVERINGS - NO CARPET
SEAT IN VINYL - MID-BACK DRIVERS WITH
TWO PASSENGERS
SEAT BELTS
RADIO - AM/FM

Railway Department

Replacement of Dump Truck Unit Number 6783 New Truck Specifications

INSTRUMENTATION - AIR CLEANER

RESTRICTION INDICATOR

PARKING BRAKE CONTROL DASH MOUNTED

SPEEDOMETER MPH/KMH WITH ODOMETER

WARNING LIGHT:

AMPS

FUEL WARNING LIGHT

WATER IN FUEL WARNING LIGHT

LOW OIL PRESSURE

LOW COOLANT LEVEL

HIGH COOLANT LEVEL

BUZZER:

AIR PRESSURE

GAUGES - VOLTMETER OR AMPMETER

OIL PRESSURE

TEMPREATURE

FUEL

AIR PRESSURE

TACHOMETER

CAB EXTERIOR - WEST COAST MIRRORS

7 IN X 16 IN WITH 5 IN ROUND CONVEX

MIRROR MOUNTED BELOW

WINDSHIELD - TINTED

WINDSHIELD WIPERS - 2 SPEED INTERMITTENT

WITH WASHER.

WHEELS - 22.5 X 8.25 10 HOLE STEEL DISC.

ISO HUB PILOT MOUNTED.

TRAILER PACKAGE WITH AIR AND ELECTRIC

CONNECTION (7 PIN TRAILER PLUG) TO REAR

OF FRAME.

SERVICEABILITY - VEHICLE TO BE IN READY

TO WORK CONDITION.

AC - FACTORY INSTALLED

Regional Transit Authority

2 SERVICE MANUALS

2 PARTS MANUALS AND 2 WIRING DIAGRAMS

IF MFG. STILL PROVIDES. IF NO MANUAL OR

DIAGRAM - CD'S WILL BE ACCEPTED.

2 UNIT OVERHAUL MANUALS

4 SETS OF KEYS

ALL STANDARD FACTORY EQUIPMENT

Replacement of Dump Truck Unit Number 6783 New Truck Specifications

Item 2 One (1) 2022Heil Heavy Duty 13' 10/12 Yd. Tandem Dump Body & Accessory Equipment:

- **a.** One (1) Commodity Code 070.08.00025- Fire Extinguisher 5lb, ABC Type mounted in cab
- **b.** One (1) Commodity Code 070.08.00030- DOT Emergency Road Kit mounted in cab
- e. One (1) Commodity Code 070.08.00183-Tarp Rack syst-fully auto 12 volt complete with cab controller_And all other features as described above except hand_Crank-Price per foot length of body. X 13'
- f. One (1) Commodity Code 070.08.00175- Underbody Tool Box 60" L x 18"H x 18"D with stainless steel hinges and lock, painted and installed
- g. One (1) Commodity Code 070.08.00330-Replacement Dump body-Heil LH 10/12 Yd. Model LH 10/12yd 13'L x 8'W, Dump Body Painted and installed with FMVSS # 108 lights
- h. One (1) Commodity Code 070.08.00350-Replacement Dump body Hoist, Heil Model 2824,Installed with PTO and cab controls
- i. One (1) Commodity Code 070.08.00186--Dump body air release tailgate control system complete with cab controller and air release cylinder mounted at front of dump body with manual over-ride
- j. One (1) ea. Commodity Code #070-08-00190—Heavy duty full width rear dozer push plate reinforcement for dump bodies
- k. One (1) ea. Commodity Code # 070.08.00920—Shovel, rack, & broom storage rack between cab and front wall of dump body...........\$670.00

Total of the above Items. \$33,797.00

Total of Items 1 and 2 \$127,500.00

Please note that the total price is for a complete Heavy Duty 12 Yd. Tandem Dump Truck delivered to the Regianal Transist Authority in ready-to-work condition.



Regional Transit Authority **Solicitation Request Routing Sheet**

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

	(Attachments *Indicates Required Items)	
	* Scope of Work	Project Schedule/Deliv	ery Date *
	Technical Specifications	Selection Criteria (RFC	(/RFP Only)
	DBE/SBE Goal Calculation		
Α.	I have reviewed this form and the attachmen stated Department Representative to proceed		nority to the below
	Teron Lewis Sr.	Manager of Rail/Grounds	8484
	Name	Title	Ext.
	Department Head Signature	Date 9/21/2021	
В.	Name of Project, Service or Product: Dump	Truck Unit.	
C.	Justification of Procurement: Dump truck u	nit # 6783 has reached it's useful life. It's	no longer safe to pull
	trailer or equipment the new unit will be rep	aceing Unit # 7683 to move equipment to ar	nd from job sites.
	Is this item/specification consistent wi	th the Authorized Grant? Yes X Date) No
E.	Safety: Include Standard Safety Provisions (Only	
	Additional Safety Requirem	ents Attached 9/22/21 Date	
	Risk Management: Include Standard Ins	surance Provisions/Only? Yes	No
	Include Additional Insurance Requirements		<i>)</i>
	Risk Management Analyst	Date	
	F. Funding Source: Federal Stat		
	Funds are specifically allocated in the Dep	artment's current fiscal year budget or in	a grant to cover this
	expenditure as follows:		
		Regional Transit Authority May	27, 2021



Total Available Funding:	\$ \$135,682.00
Estimated Cost:	\$ \$127,500.00
FTA Grant No.(s)	LA2021-024.1116.114211E
Line Item(s)	
Operations/Department Code	
Budga Code(s)//	
Budget Code(s)	Oliver
Acignul Van	7/22/202/
Budget Analyst	Date /
G. DBE/SBE/Goal, % DBE	%, Small, Business
	9/23/202/
Directal of Small Business Development	Date //
Attra A. Ton	7/23/202/
DRE/NEO Compliance Manager	Date
H. Authorizations: I have reviewed and approved the final s	calicitation document
11. Audionzation Final Eleviewed and approved the final s	
Demontraced Hand	9/28/202/
Department Head	Date
Montera &	8/21/202/
Division Manager	Date
as ileberile	9/15/-
Director of Brooks and and	- 1/1/1/
Director of Procurement	Date /
FOR PROCUREMENT USE ONLY	
Type of Procurement Requested: (circle one) IFB	RFQ RFP SS TWO-STEP
Invitation for Bid (IFB) This competitive method of awarding	ng contracts is used for procurements of more than \$25,000
in value. The agency knows exactly what and how many of every	verything it needs in the contract, as well as when and how
the products and services are to be delivered. The award is ger Request for Quote (RFQ) This type of solicitation is often us	
Request for Proposal (RFP)This approach to contracting occ	
looking to you to develop a solution and cost estimate.	and which the agency isn't cortain about what it wants and is
Sole Source (SS) this procurement can be defined as any cont	tract entered into without a competitive process, based on a
justification that only one known source exists or that only one	e single supplier can fulfill the requirements.
Two-step Procurment - request for qualifications step-one u	
It is typically used as a screening step to establish a pool of	
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 sedetails or price proposals.	ervice or supply a product, and RFP will describe specific
	G /2 21 /
The state of the s	9/29/21
Chief Financial Office	Date
Chief Executive Officer	Date

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/ DUMP TRUCK UNIT.
Date of Estimate: 9/22/2021
Description of Goods/Services: Dump Truck for move equipment to and from job sites.
Y. Maria Da
X_ 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.
_X 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 \$
The preceding independent cost estimate was prepared by:
Teror Lews Sr. Name
Jewen fine E.
Signature

Regional Transit Authority may, 27, 2021

New Orleans Regional Transit Authority



Board Report and Staff Summary

File #: 22-034	Board of Commissioners	
RTA Mentor Protégé Program		
DESCRIPTION: 2022 RTA Mentor		AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ⊠ Approval	☐ Review Comment ☐ Info	ormation Only □ Other

RECOMMENDATION:

To authorize the Chief Executive Officer to implement the 2022 RTA Mentor Protégé Program as it is a requirement of the Federal Transit Administration (FTA) to obtain board approval for any additions or changes to the DBE Program.

ISSUE/BACKGROUND:

Formal Board approval of the RTA Mentor Protégé Program is required by the Federal Transit Administration (FTA) under 49 CFR Appendix to Part 26.

The purpose of this program is to further the development of DBE's, including but not limited to assisting them to move into non-traditional areas of work and/or compete in the marketplace outside the DBE program, via the provision of training and assistance from other firms.

Staff is recommending that the Board of Commissioners approve the 2022 RTA Mentor Protégé Program.

DISCUSSION:

The Regional Transit Authority has been complying with 49 CFR Part 26 which requires recipients of the Federal Transit Authority (FTA), such as RTA, to develop and implement a Disadvantaged Business Enterprise (DBE) program.

RTA desires to augment its DBE program by creating the RTA Mentor Protégé Program which will improve the performance of RTA prime contractors and subcontractors, foster long-term business relationships between DBE's and prime contractors, and increase the overall number of DBE's that participate in RTA contract and subcontract awards.

FINANCIAL IMPACT:

None

NEXT STEPS:

Upon receipt of the formal approval, RTA will send a final copy of its program to FTA.

File #: 22-034

Board of Commissioners

ATTACHMENTS:

- 1. Resolution
- 2. Program

Prepared By: Adonis C. Expose'

Title: DBE/SBE Liaison Officer III

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

C11. Wy

4/6/2022

Alex Wiggins

Date

Chief Executive Officer





504.827.8300

www.norta.com

RESOLUTION NO.		
STATE OF LOUISIANA		
PARISH OF ORLEANS		

APPROVAL OF 2022 RTA MENTOR PROTÉGÉ PROGRAM

Introduced by Commissioner	_seconded by Commissioner_	

WHEREAS, the Regional Transit Authority (RTA) is committed to creating equitable processes and outcomes across our region; and

WHEREAS, the Regional Transit Authority (RTA) believes that diversity, equity and inclusion makes us stronger, as individuals and as an organization; and

WHEREAS, the Regional Transit Authority (RTA) has been complying with (49 Code of Federal Regulations ["CFR"] Part 26) which requires recipients of Federal Transit Administration (FTA) funds, such as RTA, to develop and implement a Disadvantaged Business Enterprise (DBE) program; and

WHEREAS, 49 CFR Appendix D to Part 26 discusses the Mentor-Protégé Program Guidelines; and

RESOLUTION NO. _____PAGE TWO

WHEREAS, the purpose of this program is to further the development of DBE's, including but not limited to assisting them to move into non-traditional areas of work and/or compete in the marketplace outside the DBE program, via the provision of training and assistance from other firms; and

WHEREAS, the Regional Transit Authority (RTA) Mentor Protégé Program is also intended to improve the performance of RTA prime contractors and subcontractors, foster the establishment of long-term business relationships between DBE's and prime contractors, and increase the overall number of DBE's that participate in RTA contract and subcontract awards; and

WHEREAS, the program must be approved by the agency's Board of Director's; and

WHEREAS, to operate a mentor-protégé program, a recipient must obtain the approval of the Federal Transit Administration (FTA); and

WHEREAS, this mentor-protégé program was jointly reviewed and developed by staff in accordance with all State and Federal requirements.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the RTA that the 2022 RTA Mentor-Protégé Program, as recommended by staff, is hereby approved.

RESOLUTION NO PAGE THREE	
THE FOREGOING WAS F	READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION
THEREOF AND RESULTE	D AS FOLLOWS:
	YEAS:
	NAYS:
	ABSTAIN:
	ABSENT:
AND THE RESOLU	TION WAS ADOPTED ON THE <u>26th DAY</u> OF APRIL, 2022.
	FLOZELL DANIELS, JR.
	CHAIRMAN
	BOARD OF COMMISSIONERS



Mentor-Protégé Program Guide

January 2022

The purpose of the Regional Transit Authority's Mentor-Protégé Program aligns with guidelines put forth in Appendix D, Part 26¹. Federal guidelines outline the purpose of this program to specifically:

(A)

...to further the development of DBEs, including but not limited to assisting them to move into non-traditional areas of work and/or compete in the marketplace outside the DBE program, via the provision of training and assistance from other firms.

(B)

(1) Any Mentor-Protégé relationship shall be based on a written development plan, approved by the recipient, which clearly sets forth the objectives of the parties and their respective roles, the duration of the arrangement and the services and resources to be provided by the Mentor to the Protégé. The formal Mentor-Protégé Agreement may set a fee schedule to cover the direct and indirect cost for such services rendered by the Mentor for specific training and assistance to the Protégé through the life of the Agreement. Services provided by the Mentor may be reimbursable under the FTA, FHWA, and FAA programs.

(2) To be eligible for reimbursement, the Mentor's services provided and associated costs must be directly attributable and properly allowable to specific individual contracts. The recipient

¹ Title 49: Transportation Part 26—Participation By Disadvantaged Business Enterprises In Department of Transportation Financial Assistance Programs; Appendix D to Part 26—Mentor-Protégé Program Guidelines

⁽A) The purpose of this program element Is to further the development of DBEs, including but not limited to assisting them to move into non-traditional areas of work and/or compete in the marketplace outside the DBE program, via the provision of training and assistance from other firms. To operate a Mentor-Protégé program, a recipient must obtain the approval of the concerned operating administration.

⁽B)(1) Any Mentor-Protégé relationship shall be based on a written development plan, approved by the recipient, which clearly sets forth the objectives of the parties and their respective roles, the duration of the arrangement and the services and resources to be provided by the Mentor to the Protégé. The formal Mentor-Protégé agreement may set a fee schedule to cover the direct and indirect cost for such services rendered by the Mentor for specific training and assistance to the Protégé through the life of the agreement. Services provided by the Mentor may be reimbursable under the FTA, FHWA, and FAA programs.

⁽²⁾ To be eligible for reimbursement, the Mentor's services provided and associated costs must be directly attributable and properly allowable to specific individual contracts. The recipient may establish a line item for the Mentor to quote the portion of the fee schedule expected to be provided during the life of the contract. The amount claimed shall be verified by the recipient and paid on an incremental basis representing the time the Protégé is working on the contract. The total individual contract figures accumulated over the life of the agreement shall not exceed the amount stipulated in the original Mentor/Protégé agreement.

⁽C) DBEs involved in a Mentor-Protégé agreement must be independent business entities, which meet the requirements for certification as defined in Subpart D of this Part. A Protégé firm must be certified before it begins participation in a Mentor-Protégé arrangement. If the recipient chooses to recognize Mentor/Protégé agreements, it should establish formal general program guidelines. These guidelines must be submitted to the operating administration for approval prior to the recipient executing an individual contractor/subcontractor Mentor-Protégé agreement.



may establish a line item for the Mentor to quote the portion of the fee schedule expected to be provided during the life of the contract. The amount claimed shall be verified by the recipient and paid on an incremental basis representing the time the Protégé is working on the contract. The total individual contract figures accumulated over the life of the Agreement shall not exceed the amount stipulated in the original Mentor-Protégé Agreement.

(C)

DBEs involved in a Mentor-Protégé Agreement must be independent business entities which meet the requirements for certification as defined in <u>Subpart D</u> of this part. A Protégé firm must be certified *before* it begins participation in a Mentor-Protégé arrangement. If the recipient chooses to recognize Mentor-Protégé Agreements, it should establish formal general program guidelines. These guidelines must be submitted to the operating administration for approval prior to the recipient executing an individual contractor/subcontractor Mentor-Protégé Agreement.



MENTOR-PROTÉGÉ PROGRAM

The RTA Mentor-Protégé Program (MPP) applies to federally funded projects and services under the management of the Regional Transit Authority (RTA). The Regional Transit Authority (RTA) Mentor-Protégé Program is intended to further the capability of disadvantaged business enterprise firms (DBEs) to participate in federal contracting and expand the agency's efforts to identify opportunities for DBEs. Another goal of the program is to improve the performance of RTA prime contractors and subcontractors, foster the establishment of long-term business relationships between DBEs and prime contractors, and increase the overall number of DBEs that participate in RTA contract and subcontract awards.

The objective of the RTA's Mentor-Protégé Program is to provide advice, assistance and training to regional DBE Protégés that will improve firms' management and operating skills. A primary expectation is that the Mentor-Protégé Program will further the development of Disadvantaged Business Enterprises (DBEs), including but not limited to assisting them to move into non-traditional areas of work and/or compete in the marketplace outside the DBE Program, via the provision of training and assistance from other firms (Code of Federal Regulations, CFR, Part 26, Appendix D). The Mentor-Protégé Program can also further goals to provide additional methods of assistance to DBE firms that results in enhanced capacity and availability, and to support prime contractors in achieving DBE participation and meeting DBE participation goals on RTA projects. The Mentor-Protégé Program centers on development of mutually beneficial business relationships between prime contractors, consultants and DBE firms.

A formal RTA Mentor-Protégé arrangement exists only after two eligible firms establish an agreed upon Plan and Agreement, both approved by the RTA. An experienced company or individual is the Mentor and provides assistance and training to a DBE, or Protégé. All applications for the Mentor-Protégé Program will be reviewed on a case-by-case basis.

RTA Mentor-Protégé Program Goals

- Expand the agency's efforts to identify opportunities for DBEs
- Further the capability of disadvantaged business enterprise firms (DBEs) to participate in federal contracting
- Maximize and increase DBE firms' access to RTA federal contracting
- Establish available Mentors to provide developmental assistance to Protégé, DBE firms
- Provide advice, assistance and training to DBEs to enhance DBE's core capabilities
- Foster long-term business relationships between DBEs and prime contractors
- Improve the performance of RTA prime contractors and subcontractors
- Increase the overall number of DBEs that participate in RTA contracts and subcontracting awards

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Benefits to Mentor

- Goodwill and corporate responsibility for supporting DBEs on federal contracting
- Long-term relationship with potential DBE subcontractors
- · Develop innovative approaches and technology
- Potential Joint Venture and partnerships with DBEs

Benefits to Protégé

- Capacity, skill, and technical development for success in federal contracting opportunities
- Business growth, planning, and financial management exposure and guidance
- Long-term relationships with prime contractors
- Exposure to innovative approaches and professional growth
- Potential Joint Ventures and collaborative partnerships on federal contracting opportunities
- Develop strong business capabilities to compete and perform in federal government contracts

Program Definitions

The following definitions are intended to be consistent with those used in FTA, DOTD, Small Business Administration (SBA), and other federal procurement programs:

- 1. A Mentor is a prime contractor that elects to promote and develop Disadvantaged Business Enterprise (DBE) firms by providing developmental assistance designed to enhance the business success of the Protégé
- 2. A Protégé is a disadvantaged business that is the recipient of developmental assistance pursuant to a Mentor-Protégé arrangement

General Mentor-Protégé Program (MPP) Policy

- 1. The DBE Liaison Officer, the Director of Procurement, Deputy Chief Executive Officer of Infrastructure and Planning, and the Director of Grants will utilize the Mentor-Protégé Program to build the capacity of DBE firms to participate on major capital and infrastructure projects for the RTA as determined.
- 2. Mentors provide appropriate developmental assistance to enhance the capabilities of Protégés to perform as contractors and/or subcontractors.
- 3. Eligible business prime contractors (not under a suspension or debarment action and not in the Excluded Parties List System, EPLS, database) registered as Mentor firms may enter into arrangements with eligible Protégés.
- 4. Eligible DBE prime contractors (not under a suspension or debarment action and not in the EPLS database) capable of providing developmental assistance may act as Mentors.

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- 5. Protégés must participate in the program as subcontractors under the Mentor's prime contract with the RTA. Proteges must perform a commercially useful function on the project.
- 6. Proteges must be selected from the pool of approved DBE firms for the Mentor Protégé Program. RTA must approve all Mentor-Protégé relationships.
- 7. The terms of Mentor-Protégé Program (MPP) arrangements must be for a minimum of 12 months and can be for up to thirty-six months based on the scope of work for the Protégé.
- 8. The RTA, Mentor and Protégé will execute a program MPP Agreement, and each party will identify the resources allocated to the MPP. The Agreement must be signed by authorized representatives of the Mentor, Protégé and the RTA. This Agreement will be binding on the parties.
- 9. The signed Agreement will guide and outline the goals and objectives of the MPP relationship, along with measurable statements of desired outcomes. The Agreement will identify the roles and responsibilities of the Mentor, the Protégé and the RTA. Also, review and target dates will be established. The signed MPP Agreement serves as the primary contract between the Mentor and the Protégé.
- 10. Prime contractors are reimbursed for services provided to Mentor firms.
- 11. Failure by a Prime to fulfill the terms of the MPP Agreement will be considered a material breach of contract.
- 12. A final program evaluation report will be submitted prior to the termination of the MPP Agreement and shall be developed with narratives from all parties including input/data regarding major accomplishments/challenges for the program.

Utilization of the Mentor-Protégé Program to Level the Playing Field for DBE Firms

The RTA will utilize the Mentor-Protégé Program as a mechanism for ensuring attainment of DBE goals on Design-Build, Construction Management At-Risk (CMAR), Public Private Partnership (P3), and P5 projects with operations and/or concessions agreements, as well as projects for specialized services where there is a lack of eligible DBE firms in the market as detailed in the Triennial Goal Setting process for the agency.² The DBE Liaison Officer, the Director of Procurement, Deputy Chief Executive Officer of Infrastructure and Planning, and the Director of Grants will determine if a project is eligible for participation in the program.

Participation in the Mentor-Protégé Program will be considered Good Faith Efforts on the part of the Prime Contractor in attaining DBE Goals. Prime contractors proposing services in response to an IFB or RFP can include participation in the Mentor-Protégé Program as an indicator of Good Faith Efforts.

All DBE firms proposed by the Prime Contractor to participate as Protégés must be subcontracted by the Prime to perform a commercially useful function on the project. Prime

² Define the linkage to the Annual Goal setting process.



contractors cannot Mentor a DBE firm that is not participating as a subcontractor on the project. Lower tier contractors are also eligible to participate in the Mentor-Protégé Program and must subcontract with their DBE Protégé firm to perform a commercially useful function. Protégé firms must be subcontracted directly by their Mentor firm.

Eligible and interested Prime contractors responding to IFBs or RFPs will be required to indicate their proposed Mentor-Protégé relationships with their response. The MPP Agreement will be required from the selected bidder/offeror, executed by the Prime the Protégé firm and the RTA and incorporated in the contractual agreement between the RTA and the Prime contractor.

Prime contractors proposing participation in the Mentor-Protégé Program in their IFB or RFP response as evidence of Good Faith Efforts to attain the DBE goal MUST submit a MPP Agreement for their Protégé firms. Failure by a Prime to fulfill the terms of the MPP plan provided in response to an IFB or RFP will be considered a violation of requirements for compliance with the DBE program as a measure of responsiveness and responsibility. The RTA will not execute a contract with the Prime contractor until the MPP Agreement is executed in accordance with the proposed MPP plan submitted with the response to the IFB or RFP.

Developmental Assistance

The forms of developmental assistance a Mentor may provide to a Protégé include:

- Management or technical assistance
- Overall business management/planning
- Cooperation on joint venture projects
- Any other types of mutually beneficial technical assistance (examples outlined below)

Specific types of assistance that a Mentor may provide a DBE Protégé may include the following:

- Business Planning & Management
- Project Management
- Record Keeping
- Capital Formation
- Financial Management & Counseling
- Bonding
- Equipment Utilization
- Submitting Quotations
- Employee/Personnel Supervision and Management
- Strategic Planning



- Marketing and Business Development
- Contract Procurement
- Purchasing/Leasing
- Bid Preparation and Procedures
- Request for Proposal Preparation
- Operational Management

Technical assistance may take "substantive status" consistent with applicable law and current regulations and may include:

- Working capital provided to the DBE Protégé by the Mentor (time notes, loans; but not demand notes)
- Mentor-provided technical and management assistance
- The Mentor may provide, in limited instances, equipment, if a written lease or rental agreement covers the equipment, and/or skilled personnel, if the personnel are on the payroll and under the direct supervision of the DBE Protégé
- Any property, equipment, supplies or other services that or sold, rented, or donated to the Protégé must be detailed in the agreed upon MPP Plan and approved by RTA and should be further covered by bills of sale, lease agreements, etc.
- Any financial investment and security arrangements by the Mentor for the Protégé are subject to approval by RTA, and must not permit the Mentor to assume control of the Protégé
- Bonding

The examples of technical assistance discussed above are not meant to be exhaustive. Other methods of encouraging and supporting DBE's may be allowable, and firms are encouraged to maintain contact with the DBE Office regarding allowable activities.

Technical and Management Assistance

The Mentor may provide guidance on project management and construction techniques, training in plan interpretation, or estimating and cost accounting. However, the DBE must retain final decision-making authority.

Equipment and Personnel

The Mentor may provide, in limited instances, skilled personnel and equipment if a written lease or rental agreement covers the equipment and the personnel are on the payroll and under the direct supervision of the DBE. Generally, rental or lease agreements with the Mentor will be reviewed on a cost-benefit analysis, based on average industry prices. Longterm, continual, or repetitive use by a DBE subcontractor of personnel primarily employed by the Mentor will be construed as an attempt to artificially inflate DBE participation.

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Bonding

The Mentor may provide the Protégé with assistance by bonding the entire job and either charging on a pro rata basis or not charging the DBE for the bond. It is expected that after gaining experience through federally funded projects, the DBE will develop the ability to bond projects independent of the Mentor.

Exclusive Arrangements

An area of special concern is exclusive arrangements. Any relationship in which a contractor requires a subcontractor to have an exclusive bidding agreement may violate federal laws. During the course of the relationship, the subcontractor must have the right to quote bids to other prime contractors.

Generally Unacceptable Practices

Any subcontracting arrangement contrived to artificially inflate DBE participation is not acceptable. The interjection of DBE middlemen or passive conduits not in accord with standard industry practices or which serve no commercially useful purpose, and arrangements in which a DBE prime or subcontractor is acting essentially as a broker are not permitted. In addition, any formal or informal agreement that limits the disadvantaged owner's control and management of the firm is unacceptable.

Measurement of Program Success

The overall success of the Mentor-Protégé Program will be measured by the extent to which it results in:

- 1. An increase in the quality of the technical capabilities of the Protégé firms.
- 2. An increase in the number, dollar value and percentage of contracts or subcontracts awarded to Protégés since the date of entry into the program.
- 3. An increase in the number and dollar value of contract and subcontract awards to Protégé firms since the time of their entry into the program.

Mentor Firms

Eligibility: For this program, Mentors will consist of RTA prime contractors. This includes a small or large business currently or pending federal contracting with RTA as a prime contractor firm and it must have at least seven (7) years of experience as a contractor/consultant prime on RTA contracts, preferably, but required. An eligible DBE firm can be a Mentor if the firm has been awarded a federally funded prime contract with the RTA. In addition, the Mentor should be able to show that it is currently eligible for federal contracting opportunities, is not under a



suspension and/or debarment action, and is not in the EPLS database. Mentor firms must agree to devote a minimum of fifteen (15) hours per month to working with the Protégé.

Protégé Firms

Eligibility: For this program, a Protégé should be a disadvantaged business. Ideally, the Protégé firm and/or its CEO/President/Manager should have at least three (3) years of relevant experience in contracting. Protégés may have multiple Mentors. In addition, the Protégé should be able to show that it is currently eligible for federal contracting opportunities, is not under a suspension or debarment action, and is not in the EPLS database. Protégé firms must agree to devote a minimum of fifteen (15) hours per month to working with the Mentor, and must remain in good standing throughout the MPP arrangement.

Selection of Mentor or Protégé Firms

Mentor and Protégé firms will be matched based on program registration and availability. The Mentor is encouraged to select from a broad base of registered DBE firms whose core competencies support the Regional Transit Authority's mission.

Mentor-Protégé Process

The process for becoming a Mentor-Protégé team includes: a.) Firms must meet eligibility requirements and register with RTA, b.) After a successful application to as a Mentor or Protégé, submit a proposal, and c.) Each proposal is reviewed and approved by the RTA to initiate a MPP Agreement between the Mentor, Protégé, and RTA. Then partnered Mentor Protégé teams must have an Agreement approved by the RTA's Mentor-Protégé Program administrator or DBE Office.

Both DBE and Mentor firms interested in entering into a Mentor-Protégé relationship should register with the RTA. This will provide RTA the opportunity to evaluate the nature and extent of technical and managerial support involved in a Mentor-Protégé relationship, enabling the agency to provide advice and assistance to the parties. The RTA will maintain a registry of Protégés on the RTA website.

- 1. Register to be a Protégé or Mentor. Protégés and Mentors should submit a registration application to RTA, identifying where mentoring is support is needed or can be provided.
- 2. Submit a proposal to become a RTA Mentor-Protégé in the program.
- 3. The proposal defines the relationship between the Mentor and Protégé firms only. The proposed arrangement itself does not create any privity of contract between the Mentor or Protégé and RTA.

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- 4. RTA will review the proposal and provide appropriate advice and assistance to the firms concerning the arrangement and its implementation.
- 5. RTA will notify the parties if changes in the proposed MPP arrangement are advisable in order to meet the objectives of the Mentor-Protégé Program. The Mentor and Protégé should incorporate any TA recommendations, and an approved MPP will be produced before implementing the arrangement. The approved terms shall be included in the Agreement, including all i.e. commitment, milestones, measurement, reporting and other agreed upon terms.
- 6. The signed Agreement must specify the lead individual responsible (Mentor and Protégé) for implementing the MPP as identified by the application and approved proposal.

Review of Mentor-Protégé Arrangement Proposals

The Mentor-Protégé Proposal should contain:

- 1. Name, address, phone, and email of Mentor and Protégé firm(s) and a point of contact within both firms who will oversee the arrangement.
- 2. A description of the type of developmental program that will be provided by the Mentor firm to the Protégé firm, including a schedule for providing assistance, and criteria for evaluation of the Protégé's developmental success.
- 3. Program participation term.
- 4. Other terms and conditions, as appropriate.
- 5. Procedures for the Mentor's voluntary withdrawal from the program including notification of the Protégé firm and the RTA. The Mentor should provide at least 45 days' written notice to RTA before withdrawing from the program.
- 6. The RTA will review a Mentor-Protégé Proposal no later than 60 days after receipt.

The Mentor-Protégé Agreement shall be based on the written finalized proposal approved by the RTA, which clearly sets forth the objectives of the parties and their respective roles, the duration of the arrangement, and the services and resources to be provided by the Mentor to the Protégé. The approved proposed proposal should reflect the following; it should:

- Clearly set forth the objective of the parties and their respective roles
- Describe measurable benchmarks to be reached by the DBE Protégé at successive stages of the plan
- Provide that if resources of the Mentor are utilized by the DBE Protégé in the performance
 of contracts or subcontracts for the Mentor or for another contractor/consultant, the
 resources must be separately identified, accounted for, and compensated directly by the
 DBE Protégé to the Mentor. If the MPP provides for extensive use of the Mentor's
 resources by the DBE Protégé, the arrangement will be closely scrutinized
- Include training to be provided by the Mentor to the DBE Protégé



- Contain a provision that it may be terminated by mutual consent of the parties or by RTA upon determination that:
 - o The DBE Protégé no longer meets the eligibility standards for certification as a DBE
 - o Either party desires to be removed from the relationship
 - o Either party has failed or is unable to meet its obligations under the MPP
 - The DBE Protégé is not progressing or is not likely to progress in accordance with the MPP
 - o The DBE Protégé has reached a satisfactory level of self-sufficiency to compete without resort to the MPP
 - The Agreement or provisions thereof are contrary to the requirements of federal, state, or local law or regulation, or otherwise inimical to public policy
- The Agreement should include a provision that either party for any reason may dissolve the arrangement by notifying RTA, at least 45 days in advance

Review of Mentor-Protégé Arrangement Documentation Beyond Agreement

In addition to required quarterly reports, the RTA will request participants to provide a program evaluation report at the conclusion of their Agreement that addresses the following:

- 1. Detailed actions taken by the Mentor, to increase the participation of Protégé
- 2. Detailed actions taken by the Mentor, to develop the technical capabilities of a Protégé as defined in the arrangement
- 3. The degree to which the Protégé has met the developmental objectives in the arrangement
- 4. The degree to which the Mentor firm's participation in the Mentor-Protégé Program resulted in the Protégé receiving additional contract(s) and subcontract(s) and/or awards from private firms, RTA any other federal agency
- 5. Protégés participating in the program will agree to report its progress to the RTA annually for at least two (2) years after completion of their work contracted with the RTA

Term of Relationship

The Mentor-Protégé relationship may not exceed thirty-six (36) months in duration. If there is a relevant explanation for extending or exceeding this period, a new proposal should be submitted to the RTA for re-consideration and approval.

RTA Internal Controls

- 1. The RTA will oversee the program to achieve program objectives.
- 2. The RTA will review and evaluate Mentor-Protégé arrangements at both the proposal phase and at the conclusion of an Agreement, for practicality, and accuracy of provided information.



- 3. The RTA can perform site visits where Mentor-Protégé activity is performed.
- 4. The RTA can request and review all quarterly and annual reports to measure Protégé progress against the established developmental assistance included in the approved arrangement terms.
- 5. If the RTA determines that the objectives of the arrangement are not met, the agency may conclude the existing Mentor-Protégé arrangement if it determines that such actions are in the best interest of the agency, Mentor, or Protégé. The RTA will communicate this decision in writing after approval, when relevant.

MPP Program & Agreement Oversight

The RTA DBE Office and DBE Liaison Officer shall perform oversight of the Mentor-Protégé Program. The essential document that will guide the Mentor-Protégé Program is the written Agreement signed by both parties that outlines the parties' goals and expectations. The Agreement shall describe measurable benchmarks and milestones to be reached by the DBE Protégé at stages of the plan. The DBE Office Liaison or the RTA's delegated reviewer may give input to both parties' regarding the terms and measured progress.

The RTA will require Mentor-Protégé teams to submit Quarterly Progress Reports, indicating the status of their progress toward each of the Plan's stated goals. The success of the Mentor-Protégé Program will be measured quarterly (Quarterly Progress Reports) by a system of metrics designed to coincide with milestones outlined in the Agreement.

Quarterly Progress Reports will include review of measurable progress and milestones on the following:

- Satisfactory progress toward the stated goals of the MPP
- Identification of specific assistance provided by Mentor to Protégé during quarter
- Listing of initiatives accomplished consistent with goals outlined in the MPP
- Listing of milestones reached to date, as well as milestones behind schedule (and reasons)
- Listing of regularly scheduled Mentor-Protégé meetings and outcomes
- Listing of targets set for improvement

If at any time the RTA determines that the spirit of the Program or Plan are not being adhered to by the Mentor-Protégé team, or that satisfactory progress is not being made, the agency reserves the right to revoke its approval of the Mentor-Protégé relationship - thereby invalidating the Agreement, and/or any individual participant's enrollment in the Program. Reasonable progress will be expected, though this will vary according to each MPP arrangement.

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Program participants shall agree that interpretation of the guidelines or regulations shall rest with the RTA. Parties may feel free and are encouraged to seek interpretation of any MPP Agreement terms and/or program provision they find ambiguous or confusing. If both participants so desire, they may jointly appeal any adverse decisions in writing to the RTA DBE Office; however, the RTA's determination shall be final.

Appeals Process for Mentor Protégé Plan Application or Proposal Denials

If Participants (Mentor and Protégé) are not in agreement with the initial determination of the RTA, Parties may appeal the determination within 15 days of this notice. The appeal must be a written submission. A written request for the appeal must be sent to the DBE Office.

The appeal process provides you the opportunity to respond to the determination of the Mentor-Protégé application and Plan review outcome. The applicant team must wait for one year prior to re-applying for the RTA Mentor Protégé Program, if the final decision is a denial.

RTA Contact Information for the Mentor-Protégé Program

For general information about the Mentor-Protégé Program please contact the RTA's MPP Liaison:

Adonis Expose RTA DBE Office MPP Program

Phone number: 504.827.8301

Email address: aexpose@rtaforward.org

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FREQUENTLY ASKED QUESTIONS (FAQ)

1. What are the requirements for a Protégé?

The Protégé can be a disadvantaged business enterprise

2. What are the requirements for a Mentor?

The Mentor can be a business that can demonstrate that it is a federal contractor in good standing. For this program, Mentors generally will consist of RTA prime contractors

3. How many Mentors can a Protégé have?

Protégés may have multiple Mentors

4. How many Protégés can a Mentor have?

Mentors may have multiple Protégés

5. What are the benefits/incentives to the Mentor for participating in the program?

The Mentor is responsible for selecting and developing an Agreement with a Protégé with whom they believe they can develop a successful relationship. Thus, Mentors should consider the following attributes or characteristics when selecting a Protégé:

- Mentors can develop long-term relationships with potential subcontractors that have critical skills. These skills can be used to complement or diversify their company while competing for federal contracts
- A good Mentor-Protégé relationship builds trust and loyalty between the Mentor and Protégé
- Mentor-Protégé arrangements may provide greater assurance that a Protégé subcontractor will be able to perform better under the contract than a similarly situated non-Protégé subcontractor
- Develop innovative approaches and technology
- Potential Joint Venture with Protégé
- Goodwill and corporate responsibility

6. Are there certain times of year that companies can register to become a Mentor or Protégé, or seek a Mentor-Protégé program arrangements with RTA, or can they be submitted at any time during the year?

Both Mentor firms and DBE Protégé firms can register for the program throughout each year

7. What should a Mentor consider when selecting a RTA DBE Protégé?

- How the assistance aligns with the Protégé's strategic vision
- Commitment to the relationship by both parties
- Capabilities of the Protégé and how they interface with the Mentor



- Stability of the Protégé's management and financial status
- Protégé's past performance
- Results of any contract/subcontract work between the Mentor and Protégé
- Subcontracting expectations

SAMPLE MENTOR-PROTÉGÉ AGREEMENT

MENTOR-PROTÉGÉ Agreement between Mentor (Business Name) And Protégé (Small Business Name)

1.0 INTRODUCTION

(Insert Prime contractor's name), hereinafter referred to as the Mentor, hereby enters into a Mentor-Protégé Agreement (hereinafter referred to as the Agreement) with (Insert DBE Business' name), hereinafter referred to as the Protégé. The Mentor and Protégé meet the eligibility requirements of the program, as indicated by the checked Protégé's status section below. Mentor or Protégé do not have any pending lawsuits, or a pending debarment or suspension action.

1.1 PROTÉGÉ NAICS CODES

Provide a list for the Protégé's NAICS Codes, and clearly identify the Protégé's primary NAICS code for which it claims the small business status.

SAMPLE:

- · 541320 Landscape Architectural Services (Primary)
- · 541330 Engineering Services
- · 541340 Drafting Services
- · 541350 Building Inspections
- · 541360 Geophysical Surveying and Mapping Services
- · 541370 Surveying and Mapping (Except Geo) Services
- · 541380 Testing Laboratories
- · 541620 Environmental Consulting Services
- · 541690 Other Scientific and Technical Consulting Services

1.2 LAWSUITS AND/OR DEBARMENT OR SUSPENSION ACTIONS

The Mentor and the Protégé certify that they have no pending lawsuits. Also, the Mentor and the Protégé certify that they have no pending debarment or suspension actions as of the date they enter into this Agreement.

2.0 PURPOSE

The Mentor-Protégé Program is established to provide an opportunity for eligible disadvantaged businesses to receive developmental assistance in business and/or technical areas from experienced large or small businesses, in order to assist the small businesses in expanding their capabilities to compete and perform on federally assisted contracts and subcontracts and with prime contractors. It is expected that this mentoring experience will also assist the Protégé becoming a successful subcontractor to other government agencies and



contractors to the private sector. It is expected that this Agreement will foster a long-term relationship between the Mentor and the Protégé, and provide increased opportunities and resources that will contribute to the Protégé's growth. This Agreement is the mechanism used to provide the framework for developmental assistance that will be provided by the Mentor, as well as the conditions under which both parties will operate.

3.0 OVERALL OBJECTIVE

The overall objective of this Agreement is for (Mentor) to assist (Protégé) by moving the firm wherein (Insert the intended results of Mentor assistance--example: their proposal writing will enable them to win more contracts) and/or by in enhancing the (example: marketing, proposal development, networking with potential customers, inventory management, etc.). If the parties enter into a separate subcontract, then the subcontract agreement has its own terms and conditions, which might, but not necessarily, correspond to the terms and conditions of this Agreement. To the extent practicable, this Agreement will support the subcontract in place with, or to be placed with, the Protégé.

4.0 ASSESSMENT OF PROTÉGÉ STRENGTHS AND WEAKNESSES

Prior to submitting an Agreement, the Mentor should perform an assessment of the Protégé's capabilities. Results from this assessment should be included in this Section.

5.0 MENTOR COMMITMENT

(Insert Mentor's name) and the components of the (Insert Mentor's name) organization, commit to support the Protégé and work to enhance business opportunities and technical capabilities by:

- a)
- b)
- c)
- d)

6.0 PROTÉGÉ COMMITMENTS

(Insert Protégé's name), and the components of the (Insert Protégé's name) organization, commit to work with the Mentor in its efforts to assist the Mentor's company, and support the Mentor by:

- a)
- b)
- c)
- d)

Measurement. In addition to the developmental assistance plan, please provide factors to assess the Protégé firm's developmental progress under the program. Please include such things as the criteria for evaluation of the Protégé's developmental success to measure the effectiveness of the relationship including a plan to increase.

(i.e. The quality of the Protégé firm's technical capabilities and how the Mentor's assistance will potentially increase contracting and subcontracting opportunities for the Protégé firm.)

Milestones. Please define milestones for providing the identified developmental assistance, and include the requirement for the quarterly reports and final report.

Reporting: Protégé will submit annual reports up to two years after the termination of the Mentor Protégé Agreement.

7.0 DURATION OF AGREEMENT

This Agreement will be effective when signed on behalf of both parties and approved by RTA, and will remain in effect for a maximum of 36 months.

8.0 PROGRESS REPORTS

(Mentor and Protégé) agree to submit a written progress report at the end of the first year of the Agreement, quarterly throughout the MPP, and a final report to the RTA Disadvantaged Business Enterprise (DBE) Office in order to measure progress against the objectives.

The reports will be due no longer than 60 days after the established reporting dates. The progress report will enable the Protégé to convey whether it believes the objectives are being accomplished.

(Mentor and Protégé) agree to submit the progress report to the DBE Liaison or the RTA's designated MPP reviewer, summarizing the accomplishment of the Agreement. The final program evaluation report will include the successes as well as "lessons learned" of the Mentor-Protégé Agreement. Protégé will submit annual reports up to two years after the termination of the Mentor Protégé Agreement.

The Agreement will be reviewed for progress regularly. If any changes are deemed appropriate, this Agreement may be modified by agreement of both parties and with the approval of the RTA.

9.0 PRIMARY POINTS OF CONTACT

- a. Mentor:
- a. Protégé:

(Mentor Name; DUNS Number; Primary point of contact and position title; Address; City/State/Zip Code; Phone; and E-mail address)

(Protégé name; DUNS number; Primary point of contact; Address; City/State/Zip Code; Phone; and E-mail address)

10.0 IMPLEMENTATION-TERMS AND CONDITIONS

General: The parties understand that this Agreement is not intended to be a legally binding agreement or vehicle for transfer or commitment of funds or other resources, including a subcontract.

Include in this Section Terms and Conditions for the Mentor Protégé Agreement

- 1.
- 2.
- 3.

Intellectual Property and Proprietary Information

It is specifically understood that disposition of title to and/or rights in and to any intellectual property (including inventions and discoveries, patents, technical data, and copyrights) made or conceived by an employee or representative of the Mentor or Protégé, in the course of or under this Agreement, remains with the initiating party or developer.

The Protégé shall not release to any third party any business or confidential information of the Mentor to which the Protégé may be given access by the Mentor in the course of this Agreement.

11.0 TERMINATION PROCEDURES

Either party may propose to voluntarily terminate or withdraw from its' participation in this Agreement under the conditions outlined below. Such termination shall not relieve either party of any contractual obligation arising in or from a separate subcontract and shall not affect the rights of either party that may have accrued prior to such termination. The termination shall be subject to the following procedure and conditions:

The Mentor or Protégé shall furnish written notice of the proposed termination or withdrawal, stating the specific reason for such action, at least forty-five (45) business days in advance of the effective date of such proposed termination to the other party.

12.0 EXPIRATION OF AGREEMENT

(Insert Mentor's name) will notify the RTA of the date that Agreement will expire. The Mentor and Protégé will complete and submit a final progress report to the RTA.



13.0 SIGNATURES

Mentors and Protégés are required to sign and date the Agreement. Titles of the properly authorized individuals should also be included:

Mentor:

(Mentor's Primary Point of Contact including title) (Date)

Protégé:

(Protégé's Primary Point of Contact including title) (Date)

RTA Officials:

(DBE Liaison and Procurement Director)



RTA ≫

New Orleans Regional Transit Authority

Board Report and Staff Summary

File #: 22-064	Board of Commissioner	S
Cooperative Endeavor Agreer	ment (CEA) Between Audubon N	ature Institute (ANI) and RTA
DESCRIPTION: Authorization with the ANI to provide addition beautification of the Canal Str	onal landscaping and	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ⊠ Appro	oval □ Review Comment □ In	formation Only □ Other

RECOMMENDATION:

Authorize the Chief Executive Officer to negotiate and implement a Cooperative Endeavor Agreement between the ANI and RTA.

ISSUE/BACKGROUND:

The Ferry Terminal Project will create a seamless Riverfront connecting the Audubon Aquarium to Spanish Plaza. The Audubon Nature Institute (ANI) wishes to provide certain landscaping and beautification modifications.

DISCUSSION:

ANI will be responsible for all design, construction, and installation cost. ANI will also be responsible for any ongoing maintenance costs and seasonal beautification costs. RTA riders, ANI patrons, and the public will benefit from this endeavor.

FINANCIAL IMPACT:

There is no Financial Impact in this agreement.

NEXT STEPS:

Upon Board approval, staff will negotiate and execute the CEA between the ANI and RTA.

ATTACHMENTS:

1. Resolution

Prepared By: Lona Edwards Hankins, Ihankins@rtaforward.org

Title: Deputy CEO of Infrastructure, Planning and Information Technology

Reviewed By: Lona Edwards Hankins, Ihankins@rtaforward.org

Title: Deputy CEO of Infrastructure, Planning and Information Technology

Board of Commissioners

Reviewed By: Gizelle Johnson Banks Title: Chief Financial Officer

File #: 22-064

M1. M 3/31/2022

Alex Wiggins Date Chief Executive Officer





504.827.8300

www.norta.com

RESOLUTION NO.
STATE OF LOUISIANA
PARISH OF ORLEANS
REQUEST AUTHORIZATION TO NEGOTIATE AND APPROVE A COOPERATIVE
ENDEAVOR AGREEMENT (CEA) WITH THE AUDUBON NATURE INSTITUTE (ANI) TO
PROVIDE ADDITIONAL LANDSCAPING AND BEAUTIFICATION OF THE CANAL
STREET FERRY TERMINAL
Introduced by Commissioner
seconded by Commissioner
WHEREAS, the Ferry Terminal Project will create a seamless Riverfront connecting the Audubon Aquarium to Spanish Plaza; and
WHEREAS, the Audubon Nature Institute (ANI) wishes to provide certain landscaping and beautification modifications; and
. WHEREAS, ANI will be responsible for all design, construction, and installation cost; and
WHEREAS, ANI will be responsible for any on-going maintenance cost and seasonal beautification cost; and
WHEREAS, RTA riders, ANI patrons and the general public will benefit from this endeavor; and
WHEREAS, there is no Financial Impact for this agreement; and





504.827.8300

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RESOLUTION NO Page 2
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional
Transit Authority (RTA) that the Chairman of the Board, or his designee, authorization to negotiate and
approve a Cooperative Endeavor Agreement (CEA) with the Audubon Nature Institute (ANI) to provide
additional landscaping and beautification of the Canal Street Ferry Terminal.
THE FOREGOING WAS READ IN FULL, THE ROLL WAS CALLED ON THE
ADOPTION THEREOF AND RESULTED AS FOLLOWS:
NATI A CI
YEAS:
NAYS:
ABSTAIN:
ABSENT:
AND THE RESOLUTION WAS ADOPTED ON THE 26th DAY OF APRIL 2022.
FLOZELL DANIELS
CHAIRMAN
BOARD OF COMMISSIONERS

New Orleans Regional Transit Authority



Board Report and Staff Summary

File #: 22-075	Board of Comm	issioners	
RTA Work Policies Amended			
DESCRIPTION: RTA Work Policies	s Amendments	AGENDA NO: Click or to enter text.	tap here
ACTION REQUEST: ⊠ Approval	☐ Review Comm	ent □ Information Only	☐ Other

RECOMMENDATION:

Authorize the Chief Executive Officer to revise existing agency-wide policies to provide more uniform guidance.

ISSUE/BACKGROUND:

Prior to the transition, the Board authorized several work policies that provided guidelines and procedures for agency-wide operations. The Department of Human Capital has continued to revise such policies to ensure that they are consistent with best practices and comply with legal requirements. Minor changes to the Nepotism and Advertising policies came from this ongoing effort.

DISCUSSION:

In August of 2021, the Board of Commissioners passed HC49 Creation of Policy, which describes the procedures for adopting and revising work policies. Section 2.0 of that policy mandates a uniform format for all policies and any policy revision that modifies the policy's intent or applicability must be approved by the Board under Section 2.3.2. The following changes are suggested:

1. HC8 RTA Nepotism Policy:

Edit Page 1, paragraph 3 - The word "cousins" was deleted from the text. After further research, it was determined that removing cousins from the list of family relatives is consistent with the State.

2. COM2 RTA Advertising Content Policy:

There are no suggested changes to this policy. The policy will be ratified after the board acts.

Board of Commissioners

FINANCIAL IMPACT:

Adoption of the RTA agency policies has no direct impact on RTA's expenditures or revenues.

NEXT STEPS:

File #: 22-075

Upon the Board of Commissioners' approval, staff will work to provide policies for all RTA staff to view and follow.

ATTACHMENTS:

- 1. Board Resolution
- 2. HC8 RTA Nepotism Policy
- 3. COM2 RTA Advertising Content Policy

Prepared By: Darwyn Anderson

Title: Chief Human Resources Officer

Reviewed By:

Darwyn Anderson

Title: Chief Human Resources Officer

5/9/2022

Alex Wiggins

Chief Executive Officer

C11. Wy

Date



Nepotism

(HC8)

POLICY STATEMENT

The New Orleans Regional Transit Authority (RTA) wants to ensure that corporate practices do not create situations such as conflict of interest or favoritism based on employment of relatives. This extends to practices that involve employee hiring, promotion and transfer.

PURPOSE

Individuals will not be hired or promoted into a position that would create a conflict in RTA's policy. If employees begin a dating relationship or become relatives, partners or members of the same household, and one party is in a supervisory position, that person is required to inform management and human capital of the relationship.

APPLICATION

Close relatives, partners, those in a dating relationship or members of the same household are not permitted to be in positions that have a reporting responsibility to each other. Close relatives are defined as the following: husband, wife, father, mother, father-in-law, mother-in law, grandfather, grandmother, son, son-in-law, daughter, daughter-in law, uncle, aunt, nephew, niece, brother, sister, brother-in-law, sister, sister-in-law and, step relatives and cousins. This policy applies to all RTA employees. If a conflict occurs between this policy and a Collective Bargaining Agreement (CBA), the CBA will prevail.

ADOPTED BY:

The RTA Board of Commissioners on XX/XX/2022, Resolution XX-XXX

APPROVED BY:

Alex Z. Wiggins Chief Executive Officer

Effective Date: XX/XX/2022
Date of Last Review: XX/XX/2022



1.0 GENERAL

Employment will be denied under the following circumstances:

- Where one family member would have the authority or practical power to hire, supervise, appoint, remove, or discipline another;
- Where one family member would be responsible for auditing the work of another;
- Where other circumstances exist which would place family members in a situation of actual or reasonably foreseeable conflict between the employer's interest and their own. Applicants who are denied employment to a particular position for one of the foregoing reasons will be considered for other vacant positions for which they may be qualified. Failure to advise RTA of the existence of one of these circumstances may result in a withdrawal of an offer of employment or actual discharge from employment. Existing RTA employees who become involved in one of the foregoing circumstances have an obligation to advise Human Capital about the conflict. Every effort will be made to resolve the conflict without loss of employment to either employee; however, RTA reserves the right to transfer one or both employees to resolve the conflict. Employees who fail to advise RTA of the existence of a family, spousal or dating relationship under one of these circumstances will be subject to discipline, up to and including discharge.

2.0 Procedure

Individuals will not be hired or promoted into a position that would create a conflict in RTA's policy. If employees begin a dating relationship or become relatives, partners or members of the same household, and one party is in a supervisory position, that person is required to inform management and human resources of the relationship. The employees will have 60 days to resolve the situation on their own. After 60 days, if the employees have not yet resolved the situation on their own by means acceptable to RTA, such as a transfer or employment outside the company, the employees' supervisors will work with Human Capital (HC) to determine the most appropriate action for the specific situation. This may include transfer or, if necessary, termination of one of the employees.

If there is a situation where an action of RTA, such as reduction in force, results in an involuntary circumstance in which two relatives, partners or members of the same household may be reporting to each other, one of the employees will be reassigned within 60 days. During those 60 days, the supervisory employee will not have involvement or direct input in the employment decisions of the other employee.

Nepotism (HC8)



RTA reserves the right to apply this policy to situations where there is a conflict or the potential for conflict because of the relationship between employees, even if no direct reporting relationship or authority is involved. In these situations, RTA will reassign one of the employees within 60 days.

Any exceptions to this policy must be approved by the Chief Human Resources Officer. Written justification for the exception must be submitted to the Chief Human Resources Officer prior to any employment decisions.

3.0 FLOWCHART

N/A

4.0 REFERENCES

N/A

5.0 ATTACHMENTS

N/A

6.0 PROCEDURE HISTORY

12/15/2020 Interim Board approval granted

12/11/2020 Interim Executive Committee approval granted 2/4/2021 Final Executive Committee approval granted

2/23/2021 Final Board approval granted

7.0 SPONSOR DEPARTMENT

Human Capital

Nepotism (HC8) 3



ADVERTISING CONTENT

(COM2)

POLICY STATEMENT

The New Orleans Regional Transit Authority (RTA) endorses the principal that the sale of advertising space on designated RTA vehicles and venues is a practical and desirable means of generating additional agency revenue.

PURPOSE

The purpose of this policy is to establish acceptable advertising standards for internal and external display on RTA vehicles, property, transit shelters and all other passenger facilities, other designated locations, print publications, electronic messaging and other available opportunities.

APPLICATION

This policy applies to all employees who work for RTA. If a conflict occurs between this policy and a Collective Bargaining Agreement (CBA), the CBA will prevail.

ADOPTED BY:

The RTA Board of Commissioners on X/XX/20XX, Resolution XX-XXX.

APPROVED BY:

Alex Z. Wiggins Chief Executive Officer

Effective Date:
Date of Last Review:



1.0 GUIDELINES

Through this policy, RTA is not creating and does not intend to create a "public forum" or a designated "public forum" for public discourse, debate or expressive activity by accepting advertisements in and on transit vehicles, transit shelters, transit hubs or any other RTA property. In setting this policy, RTA seeks to meet the following goals and objectives:

- a) Maintain a secure and orderly operating environment;
- b) Maintain a safe and welcoming environment for all RTA passengers, including minorswho use the RTA transit system, without regard to race, color, marital status, sexual orientation, religion, national origin, ancestry, age sex gender identity, disability, medical condition, or veteran's status.
- c) Avoid claims of discrimination from the public;
- d) Avoiding unintentional appearance of favoritism, association with or bias towards anygroup, movement or viewpoint;
- e) Preserve the marketing potential of the advertising space by avoiding content that the community could view as inappropriate or harmful to the public;
- f) Increase advertising revenue to help support RTA service to the public;
- g) Avoid imposing demeaning or disparaging messages on a captive audience; and
- h) Reduce the diversion of resources from RTA objectives caused by controversy surrounding advertisements.

In order to maintain a positive image in the community, RTA shall retain control over the nature of advertisements accepted for posting in its system and maintain its advertising space as a nonpublic forum with limit content neutral subject matter restrictions. Therefore, RTA will decline non-commercial advertisements. In addition, the nature of commercial advertisements accepted are limited to those advertisements that promote and adhere to what the RTA has defined herein as an acceptable public image for the agency.

RTA retains the unqualified right to display, on or in its facilities, advertisements and notices that pertain to RTA operations and promotions, consistent with the provisions of its agreement with the Advertising Contractors. Promotions materials may include, but are not limited to, internal marketing collateral, RTA branding campaigns and copromotional campaigns with third parties. RTA does not accept free public service announcements.

RTA reserves the right, in all circumstances, to require that an advertisement in the RTA system include a disclaimer indicating that such advertising is paid for by the advertiser, statingthat "The views expressed in this advertisement do not reflect the views of the RTA" or a similar statement. RTA may set minimum size standards for the disclaimer to ensure legibility.



2.0 DEFINITIONS, MEANINGS AND CONTENT CATEGORIES

For the purpose of understanding the meaning of advertisements, RTA may refer to information beyond the advertisement including, but not limited to, dictionaries, reviews by authoritative bodies or public information regarding the advertiser. RTA shall assess whetheran independent, reasonably prudent person, knowledgeable of RTA's customer profile and using prevailing community standards, would believe that the advertisement complies with the provisions of this policy. In the case of advertisements that use multiple interpretations, all meanings – directly or implied – must comply with this policy.

The RTA system is limited to only the following categories of advertising content:

- Commercial Advertising. Paid communications from a for-profit entity or entities that propose a commercial transaction involving lawful goods and services.
- 2. **Governmental Advertising.** Paid communications from public entities created by government action with the intent to advance a specific government purpose as well as communications from RTA related to RTA programs, products, services or partnerships.
- 3. **Public Service Announcements.** Paid communications from any entity which promotesor furnishes any of the following goods or services:
 - a) The prevention or treatment of an illness, injury, condition, or syndrome recognized by the most recent Diagnostic and Statistical Manual ("DSM") or the Centers for Disease Control "CDC":
 - b) The recruitment or solicitation of participants for medical, psychological orbehavioral studies;
 - c) Museums, theaters, or galleries which are open to the general public;
 - d) Licensed or accredited pre-K through 12 education programs or services;
 - e) Colleges or universities that have received regional or statewide accreditation:
 - f) Vocational or trade programs;
 - g) Visual or performing arts, fairs or festivals, provided that the venue or event is opento the general public and has a valid operating permit issued by a governmental entity;
 - h) Environmental matters;
 - Provision of services and programs that provide support to low income citizens, victims of abuse, families, youth, immigrants, historically disadvantaged populations, senior citizens, veterans, people identifying as LGBT or people with disabilities;



- j) Solicitation by broad-based contribution campaigns which provide funds to multiplecharitable organizations;
- k) Diet or nutrition;
- Sporting events, sporting activities, or services related to sports;
- m) Travel Services, information or promotion;
- n) Licensed farmers markets, public botanical gardens or public parks;
- o) Commercial or professional trade organizations;
- p) Credit Unions, investment entities or financial services;
- q) Zoos, planetariums or aquariums;
- r) Governmentally funded public broadcast entities; or
- s) Government-designated historic sites.

Notwithstanding any provisions of this policy, advertising content that falls into one or more of the following categories is prohibited in the RTA system based in inconsistency with the goals and objectives described above:

- 4. **Political or public issue content.** Any material that, when viewed as a whole, canreasonably be regarded as directly:
 - a) Supporting or opposing a political party;
 - b) Supporting or opposing any political or judicial office holder;
 - c) Supporting or opposing a law, ordinance, regulation or proposed legislation:
 - d) Supporting or opposing a constitutional amendment or amendments;
 - e) Supporting or opposing an active governmental investigation;
 - f) Supporting or opposing ongoing civil litigation;
 - g) Supporting or opposing ongoing criminal prosecution;
 - h) Supporting or opposing a judicial ruling or rulings;
 - i) Supporting or opposing a strike, walkout, boycott, protest, divestment, embargo orgroupings thereof;
 - Supporting or opposing the election of any candidate or group of candidates:
 - k) Supporting or opposing a policy or policies of a named or identified governmental business, or nonprofit entity other than the policies of the advertiser itself:
 - Supporting or opposing any foreign nation or group of nations or any policy of a foreign nation or group of nations other than the policies of the advertiser itself;
 - m) Depicting an image or images of one or more living political or judicial figures or depicting an image of one or ore political or judicial figures that have died within thelast five (5) years; or
 - n) Using slogans or symbols associated with any prohibited category within this policy.



- 5. **Religious Content.** Any material that, when viewed, can reasonably be regarded asdirectly:
 - a) Promoting or opposing any religion, atheism, spiritual beliefs, or agnosticism, inclusive of images depicting religious iconography occupying 15% or more of any advertisement frame.
- 6. **Obscene or Vulgar Content.** Any material that, when viewed as a whole, can reasonablybe regarded as using words, text symbols or images recognized by the community as extremely vulgar, indecent or profane for display in a public setting that includes minors.
- 7. **Unlawful, Unsafe or Disruptive Content.** Any material that depicts or when viewed as awhole can reasonably be regarded as encouraging or promoting any of the following:
 - a) The sale use, possession or distribution of goods and services that are unlawful;
 - b) A contest or contests that violate applicable law;
 - c) Unlawful or unsafe behavior;
 - d) Detrimental actions to the maintenance and safe operation of public transportation; or
 - e) Graffiti or vandalism.
- 8. **False, Misleading, or Tortious Content.** Any material that depicts or, when viewed as awhole, can reasonably be regarded as:
 - a) False or fraudulent;
 - b) Deceptive or misleading;
 - c) Copyright, trademark or patent infringement;
 - d) Constituting a tort of libel, trade libel, public disclosure of private facts, intrusion intoprivate matters, misappropriation of a person's name or likeness, or a depiction in a false light; or
 - e) RTA graphics, logos or representations without the express written consent of RTA, or which implies or declares an endorsement by RTA, its directors, management or employees, of any service, product or point of view, without prior written authorization by RTA.
- 9. **Content Advertising Specified Goods or Services.** Any material that directly advertises any of the following categories of goods and services:
 - a) Alcohol, or any material that depicts the consumption of alcoholic



- beverages or signs of excessive alcohol intoxication;
- b) Firearms or non-firearm weapons;
- Tobacco, or depictions of tobacco-related production, e-cigarettes, products that simulate smoking, or products that resemble tobacco products; or
- d) "Adult"-oriented goods or services, including the use of brand names, trademarks, orslogans, for goods or services rated "X" or NC-17 by the Motion Picture Association America ("MPAA"), adult books stores, adult video stores, nude dance clubs, adulttelephone services, adult internet sites, or escort services.

Notwithstanding Item 6 above, depictions of tobacco products or alcohol consumption are permissible to the extent that the purposes of such depictions are non-commercial and areotherwise advancing a scientific, medical, journalistic, artistic or public health objective.

- 10. Inappropriate, Offensive, or Violent Content. Any material that when viewed as awhole, can reasonably be regarded as depicting or describing any of the following:
 - a) A graphic or realistic dead, mutilated or disfigured human body or bodies;
 - b) A graphic or realistic human body part or body parts in a state of mutilation, dismemberment, decomposition or disfigurement;
 - A fetus or fetuses in a state of mutilation, dismemberment, decomposition ordisfigurement;
 - d) Human or animal excrement, vomit, or graphic depictions of blood or viscera:
 - e) An act of animal abuse.
 - f) The act of killing, mutilating, or disfiguring human beings or animals;
 - g) Genocide, mass-murder, or war crimes recognized under the laws an customs of war;
 - h) Weapons or violent implements, if either appear to be aimed or pointed at the viewer;
 - i) Images of firearms, non-firearm weapons, or threatening sharp-edged devices in the foreground of an image or occupying 15% or more of any advertisement image or frame.
 - j) Graphic violence or graphic sexual harassment;
 - k) Denigrating public transportation or the mission of RTA
 - I) Graphic images that under contemporary community standards, would be reasonably considered extremely frightening to minors or the elderly; or
 - m) Material that is insulting, degrading, disparaging, demeaning or disrespectful; or material that belittles or is dismissive of genocide, war crimes, or slavery that is so objectionable under contemporary community



standards as to make it reasonably foreseeable that the material will result in harm to (including loss of ridership), disruption of, or interference with the transportation system.

11. Content against Best Business Interest. RTA is a public transportation authority and seeks to promote public transportation in all that it does. Furthermore, in the providing thecitizens of the greater New Orleans area with public transportation, RTA seeks to do so ina safe, reliable and efficient manner without losing sight of the fact that as an agency of the State of Louisiana it must be a good steward of public money.

3.0 POLICY ENFORCEMENT

RTA may from time to time select "Advertising Contractors" who shall be responsible for thedaily administration of RTA's advertising programs, in a manner consistent with this policy and with the terms and conditions of their agreements with RTA. The Chief Executive Officerof RTA is authorized to designate a "contract administrator" to be the primary contact for the Advertising Contractors on issues related to advertising content. The Advertising contractor shall comply with this policy and shall review all advertising with reference to them.

Said Advertising Contractor will ensure that all mediums of promotion, including but not limited to bus wraps, bus shelter signage and billboards do not create sight barriers that posesenhanced traffic risks.

This policy shall be effective upon adoption and shall be enforced to the degree that it does notimpair the obligations of any executed contract. RTA reserves the right, from time to time, tosuspend, modify, or revoke the application of any part of these guidelines as it deems necessaryto comply with legal mandates, facilitate its primary transportation function, to ensure the safety or security of RTA customers, RTA employees and RTA facilities. All provisions of this policy shall be deemed severable.

RTA may amend this rule as required to conform to applicable changes in law or deemed in the public's best interest. The Chief Executive Officer of RTA is authorized to develop and implement procedures, forms, guidelines and other tools as necessary to carry out the administration of this policy.

4.0 FLOWCHART

N/A

5.0 REFERENCES

N/A

6.0 ATTACHMENTS

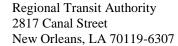
Advertising Content (COM2)



N/A

7.0 PROCEDURE HISTORY N/A

8.0 SPONSOR DEPARTMENT Communications





STATE OF LOUISIANA PARISH OF ORLEANS						
AU	THOR	IZATION TO ADOP	T RTA	WORK POLI	CIES N	IEW AND AMENDED
			-			
Introduced	by	Commissioner		seconded	by	Commissioner

A RESOLUTION of the Board of the Regional Transit Authority (RTA) adopting new and amended agency-wide policies.

WHEREAS, RTA is authorized to plan, construct, and permanently operate a high-capacity system of transportation infrastructure and services to meet regional public transportation needs in the New Orleans region; and

WHEREAS, adoption of these new and amended agency-wide policies continues to establish certain guidelines and policies to be followed by RTA; and

WHEREAS, RTA establishes protocols to create, amend, and disseminate administrative policies and procedures (policies). A uniform policy format provides clear and concise steps for establishing or revising policies to achieve maximum organizational efficiency and understanding; and

WHEREAS, the Board adopts all agency policies including any substantive changes or amendments while the RTA Human Capital Business Unit has the authority to make any non-substantive changes, and the CEO maintains a system, records and reports that are consistent with industry best practices and statutory requirements to align agency resources with the Board's objectives and the agency's mission; and

WHEREAS, RTA is committed to ensuring proper controls and complying with legal regulations and industry best practices for agency-wide policies; and

WHEREAS, RTA staff introduced the policies listed below that were previously approved, needed edits have been incorporated.

HC8 RTA Nepotism Policy – delete cousins from application section

COM2 RTA Advertising Content Policy - format to standard format for resolution adoption.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Regional Transit Authority hereby approves the attached new and amended agency- wide policies.

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 <u>nd</u> DAY OF

FLOZELL
DANIELS, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS

New Orleans Regional Transit Authority



Board Report and Staff Summary

File #: 22-076	Board of Commissioners
Transit Security Service	3
Security Services at var	ot for Authorization to Award for Transit AGENDA NO: N/A fous New Orleans Regional Transit Ighout the City of New Orleans.
ACTION REQUEST: ⊠	Approval ☐ Review Comment ☐ Information Only ☐ Other

RECOMMENDATION:

Authorize the Chief Executive Officer to award a contract for Transit Security Services in response to RFP# 2022-003 to Orleans Security DBA Force 1 Protection.

ISSUE/BACKGROUND:

The initial solicitation was awarded to Security Experts and Leaders by the Board then, was subsequently protested (see attached resolution). The second solicitation was awarded to Security Experts and Leaders and was protested as well. As a result, RTA Procurement and the Department of Physical Security opened the solicitation for Security Service Vendors to submit proposals based on the provided "Scope of Work". A committee was selected, all proposals were reviewed, scored, and a Security Services Vendor was selected.

DISCUSSION:

Maintaining a secure transit environment is one of RTA's top priorities. RTA is seeking a security contractor to provide armed, uniformed security personnel to aid in securing all property owned, leased, operated, and/or maintained by RTA (i.e., facilities, vehicles). The contractor selected will be 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. The selected company must work closely with local, state, and federal emergency response agencies always rendering aid as needed.

The security services under this contract will include security coverage for transit facilities, assets, and areas designated for Transit Operations. The Contractor 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 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:

File #: 22-076

Board of Commissioners

\$988,111.40 Annually

Funds for this contract are available from the RTA Operational Budget. Operating Account Number: 1330099.7650.161

NEXT STEPS:

Approve as recommended.

ATTACHMENTS:

- 1. Resolution
- 2. Procurement Summary
- 3. Administrative Review Form RFP 2022-003
- 4. Technical Summary and Evaluation Scoring Sheet Transit Security Services RFP 2022-003
- 5. Solicitation Request Routing Sheet RFP-2002-003
- 6. Orleans Security DBA Force 1 Protection Submittal
- 7. R-21-030 Contract for Transit Services

Prepared By: Tranique Brown

Title: Administrative Analyst, Physical Security

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

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

5/18/2022

Alex Wiggins
Chief Executive Officer

C11. Wy

Date

PROCUREMENT SUMMARY-RFP 2022-003

REQUIREMENTS

A Solicit Request Routing Sheet for Transit Security Services with attached scope of work was received by Procurement from Executive Office on August 5, 2020.

There was a DBE goal of 23% for this solicitation.

SOLICITATION

Request for Proposal (RFP) No. 2022-003 Public Notice was published in The Advocate. The Public Notice and the RFP 2022-003 was posted on the RTA website beginning 1/19/2022. The RFP submittal deadline was 2/28/2022 at 11:00am.

RFP SUBMITTAL

Submittal deadline was on 2/28/2022 at 11:00am. Natalie Ballard handled the receipt of all submissions received. Eleven (11) proposals were received.

DETERMINATION

Seven (7) responsive Proposals were received and four (4) Proposals were non-responsive.

SUBMITTAL ANALYSIS

Respondents Allied Universal Excelsior Orleans Security, LLC dba	Required Forms All Submitted All Submitted All Submitted
Force I Protection	
Safeway Security Agency	All Submitted
Security Experts & Leaders, Inc	All Submitted
Vets Securing America	All Submitted
S&S Management Group LLC dba	All Submitted
GuardOne Security	
Pinnacle Security & Investigation	Non-responsive
Safe Kit	Non-responsive
Steele Protective Services	Non-responsive
Valentis Security	Non-responsive

SUMMARY

An Administrative Review was prepared by Natalie Ballard

The Technical Evaluation Committee meeting was held on Monday, April 4, 2022 at 11:00 AM in the RTA Board Room.

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

John DiLoas-Chair-Technical Evaluator Christopher Clark-Technical Evaluator Craig Toomey-Technical Evaluator

The Technical Evaluation Committee scoring was as follows:

Allied Universal	262
Excelsior	231
Orleans Security, LLC dba	263
Force I Protection	
Safeway Security Agency	150
Security Experts & Leaders, Inc	256
Vets Securing America	249
S&S Management Group LLC dba	261
GuardOne Security	

Orleans Security,LLC dba Force1 Protection was the highest scoring firm.

Orleans Security,LLC dba Force1 Protection recommended for award as their price was determined to be fair and reasonable when compared to other firms providing the same service.

Regional Transit Authority Administrative Review Form

Project Name: _	Transit Security Services	
,		

Type of Solicitation: RFP 2022-003 DBE Participation Goal: 23% Number of Respondents: 11

Prime, Primary Contact and Phone Number	DBE and Non-DBE Subconsultants	DBE Commitment Percentage	Price (RFP and ITB ONLY)
Prime Firm: Pinnacle Security & Investigation Inc. Contact: Chad J. Perez, CEO Phone: 504-934-1411	NONE	100 %	
Prime Firm: Excelsior Arms Security Services, LLC Contact: Robert Mitchell Phone: 504-533-9861 DBE	NONE	100%	
Prime Firm: Allied Universal Security Corporation Contact: Sarah Newchurch Phone: 504-247-6730	Safeway Security Agency	23%	
Prime Firm: Security Experts and Leaders Contact: Natalie T. Rowe Phone: 504-248-7174 DBE	NONE	100%	
Prime Firm: Safeway Security Agency, Inc Contact: William Jarrell Jr. Phone: 504-547-1077 DBE	100%		
Prime Firm: Orleans Security, LLC Contact: Kevin P. Fucich, President Phone: 504-525-7676	NONE	100 %	
Prime Firm: Vets Securing America Contact: Gerald Gregory, president & Founder Phone: 800-441-1808	Safeway Security Agency, Inc	23%	
Prime Firm: S&S Management Group, LLC dba GuardOne Security Contact: Kristin Brennan Phone: 504-390-6096	Pro Placement USA	23%	
Prime Firm: Safekit Security Contact: Euricka Alugas, COO/Owner Phone: 504-274-8707	None	0%	
Prime Firm: Steele Protective Services Contact: UNK Phone: 314-518-2387	None	0%	

Prime Firm: Valentis Security Services, Inc Contact: Marnie Sutch,, CEO Phone:412-533-5534	NONE	0%	

^{*}Indicates certified DBE firm that will contribute to the project's participation goal

		Required Items									
Prime Firm Name	Letter of Interest	Non Collusion	Debarment Prime	Debarment Lower	Restrictions on Lobbying	DBE Form 4	Participant Info	Consultant Questionnaire	Addenda		
Pinnacle Security Investigation, Inc.	Y	Y	Y	Y	Y	N	Y	Y	Y		
Excelsior Arms Security Services, LLC	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Allied Universal Security Corporation	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Security Experts & Leaders	Y	Υ	Y	Y	Y	Y	Υ	Y	Y		
Safeway Security Agency, Inc	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Orleans Security, LLC	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Vets Securing America	Y	Y	Y	Y	Y	Y	Y	Y	Y		
S&S Management Group, LLC dba GuardOne Security	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Safekit Security	Y	Y	Y	Y	Y	N	Y	Y	Y		
Steele Protective Services	N	N	N	N	N	N	N	N	N		
Valentis Security Services, Inc	Y	Y	Y	Y	Y	N	Y	Y	Y		

Procurement Personnel Only

Prime Firm Name	Bid Bond	*Insurance	Responsiveness Determination	Responsible Determination					
			Certifications /Licenses	Facilities / Personne	SAM.Gov	Previous Experience	Years in Business	Financial Stability	LA License No. if required
Pinnacle Security Investigation , Inc.	N/A	N/A	Y	Y	Y	Y	11	Y	N/A
Excelsior Arms Security Services, LLC	N/A	N/A	Y	Y	N	Y	20+	Y	N/A
Allied Universal Security Corporation	N/A	N/A	Y	Y	Y	Y	14	Y	N/A
Security Experts & Leaders	N/A	N/A	Y	Y	N	Y	UNK	Y	N/A
Safeway Security Agency, Inc	N/A	N/A	Y	Y	N	Y	17+	Y	N/A
Orleans Security, LLC	N/A	N/A	Y	Y	Y	Y	5	Y	N/A
Vets Securing America	N/A	N/A	Y	Y	Y	Y	14	Y	
S&S Management Group, LLC dba	N/A	N/A	Y		N	Y	15	Y	N/A

GuardOne									
Security									
Safekit	N/A	N/A	Y	Y	Y	V	5	v	N/A
Security			Y	Y	Y	Y		Y	
Steele	N/A	N/A					UNK		N/A
Protective			N	N	N	N		UNK	
Services									
Valentis	N/A	N/A					5		N/A
Security			Y	Y	N	Y		UNK	
Services, Inc									

^{*}Successful Contractor must submit prior to award.

Review and verification of the above rec	uired forms, the below li	isted vendor is hereby foun	d responsive to this procurement.

Vendor Name: Orleans Security, LLC dba Force 1 Protection

Certified by: Name and Title Natalie Ballard

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

Vendor Name: Orleans Security, LLC dba Force 1 Protection

Certified by: Name and Title Natalie Ballard

	Technical Evaluation C	ommittee Scoring Sheet		
Transit Security Services				
RFP #2022-003				
	SUMMARY	OF EVALUATION CRITERIA A	ND MAXIMUM POINTS	
				TOTAL
				POINTS
Allied Univeral Security Services	70	99	93	262
Excelsior Arms Security Services, LLC	65	91	75	231
Orleans Security, LLC dba Force 1 Protection	90	91	82	263
Safeway Security Agency, Inc.	45	70	35	150
Security Experts and Leaders, Inc.	95	95	66	256
Vets Securing America	90	60	99	249
S&S Management Group, LLC dba GuardOne Security	88	93	80	261
	0	0	0	0
	EVALUATOR # 1	EVALUATOR # 2	EVALUATOR # 3	



* Scope of Work

Technical Specifications

Regional Transit Authority Solicitation Request Routing Sheet

Attachments (*Indicates Required Items)

Project Schedule/Delivery Date *

Selection Criteria (RFQ/RFP Only)

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

DBE/SBE Goal Calculation	
A. I have reviewed this form and the attachments provided stated Department Representative to proceed as lead in Name Department Head Signature	
B. Name of Project, Service or Product:	+ Security Services
C. Justification of Procurement:	
D. Certification of Authorized Grant: Is this item/specification consistent with the Authorized Grants/ Federal Compliance	norized Grant? Yes No
E. Safety: Include Standard Safety Provisions Only	
Michael Safety Requirements Attach	6/25/20
Safety Director	Date
Risk Management: Include Standard Insurance Pro Include Additional Insurance Requirements Attached	ovisions Only? (Yes No
Risk Management Analyst	Date
	Perional Turnit Authority 1 22 2020
	Regional Transit Authority June 23, 2020



details or price proposals.

	F. Funding Source: Fe	ederal	State	Local		Other:		
	Funds are specifically allo	ocated in the	Department's	current f	fiscal y	ear budget	or in a g	grant to cover this
	expenditure as follows:							
	Total Amount Available				\$			
	Projected Cost				\$3F	50.000	. 00	#1,006,720 De Board R
	Previous Cost (if applicable	e)			\$		1	
	FTA Grant No.(s)							Staff Dun
	Line Item(s)				·-			
	Operations/Department Co	de			13	30002.	7650	.16
	Budget Code(s) 8/11/2020				8			
	Budget Analyst			====	Date			
G.	DBE/SBE Goal:	23	_% DBE			% Small l	Business	
	Director of Small Business D DEE/DEO Compliance Man	WHIL	,	_	Date Date	a5 a08)D	
Η.	Authorizations: I have review	ewed and app	roved the final	solicitati	on doc	ument.		
	Department Head Signature				Date			
	Division Manager				Date			
4	Mark Ulyo	Jur			_6	1-25-	W	
	Director of Procurement	/			Date			
	FOR PROCUREMENT L Type of Procurement Reque Invitation for Bid (IFB) This in value. The agency knows ex the products and services are to Request for Quote (RFQ) Th Request for Proposal (RFP)	ested: (circle competitive mactly what and be delivered. is type of solice	nethod of awarding d how many of each transfer award is generated to the second	everything enerally ba used to dete	ts is use it need sed on permine	s in the contr price. current marke	act, as we	ll as when and how
	looking to you to develop a sol	lution and cost	estimate.		5	•		

Sole Source (SS) this procurement can be defined as any contract entered into without a competitive process, based on a

Two-step Procurment - 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

justification that only one known source exists or that only one single supplier can fulfill the requirements.

Regional Transit Authority | June 23, 2020



6-25-20



Response to RFP 2020-032
Transit Security Services
New Orleans Regional Transit Authority

Contents

Implementation Timeline

Letter of Interest

RTA Contractor/Consultant Questionnaire

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

Technical & Pricing Proposal

O: 620 Tchoupitoulas St New Orleans LA 70130

M: PO Box 56817 New Orleans LA 70156

T: 504.525.7676

E: admin@force1solutions.com

www.force1solutions.com

Kevin P. Fucich, President

C: 504.275.5223

E: kpf@force1solutions.com

Lee S. Guest, Director of Operations

C: 985.710.5756

E: lsg@force1solutions.com



Transition Plan - Implementation Timeline

Force 1 Protection has effective transitioned into numerous contracts with the attained goal of ensuring no disruption in the Client's operations. We shall do the same with this contract through careful planning and strategy. Force 1 Protection proposes a 30-day Implementation Timeline with the knowledge that the New Orleans Regional Transit Authority is unique with respect to its needs.

Day 1 - Award of Contract

- Force 1 shall request a post award meeting with the transit authority security director within five (5) days
- Force 1 shall request a list of preferred incumbent security personnel
- Force 1 shall initiate the recruitment process for the hiring of the estimated 10% needed to fully staff the service locations

Day 5 - Post Award Meeting

- Force 1 shall obtain needed information for the drafting of security protocols
- Force 1 shall present for approval select procedures for: (1) active shooter, (2) bomb and IED threats, and (3) suspicious packages
- Force 1 shall begin the onboarding and screening of preferred incumbent security personnel
- Force 1 shall be conducting ongoing interviews for both the Contract Manager position and the 10% staffing needs
- Discuss specific reporting needs for the service locations

Day 7 to 10 - Personnel and Procedures

- Force 1 shall finalize all internal paperwork for security personnel
- Force 1 shall finalze all required LSBPSE processes for the newly hired security personnel
- Force 1 shall present its initial security protocols for approval
- Force 1 shall present any requested revisions, if applicable, to its select procedures
- Force 1 shall schedule any required LSBPSE mandated refresher training for security personnel

Day 11 to 13 - Finalize Trackforce Valiant to meet RTA needs

- Force 1 shall finalize all aspects of the reporting systems
- Force 1 shall finalize the scheduling, payroll, and invoicing systems
- Force 1 shall provide designated transit authority personnel with training on the Client Portal Access

Day 14 to 16 - Uniforms and Equipment

- Force 1 shall finalize the issuance of uniforms and equipment to security personnel
- •Security personnel shall be inspected to ensure that all uniforms and equipment meet Company standards

Day 17 to 20 - Training

- Security personnel shall receive site training
- •Security personnel shall be trained in the use of Trackforce and Valiant

Day 21 to 29 - Resolution of Any Issues

•The final eight (8) days of the implementation timeline are reserved for the resolution of any unforeseen issues that may have arisen during the course of implementation

Day 30 - Contract Service Begins

Implementation Time line also found as page 15 of the submitted Technical and Pricing Proposal



Force 1 Protection

PO Box 56817 | New Orleans LA 70156 O: 504.525.7676 | F: 888.505.1837

www.force1solutions.com

RFP Evaluation Committee New Orleans Regional Transit Authority 2817 Canal St, New Orleans, LA 70119

Dear Members of the Review Committee:

Thank you for allowing Force 1 Protection this opportunity to submit a proposal for RFP 2020-032 Transit Security Services for New Orleans Regional Transit Authority. Force 1 Protection seeks to enter into a mutually beneficial business relationship with the transit authority by providing a cost-effective efficient approach to the security needs at the specified facilities.

Force 1 Protection, formerly branded as Falcon Security Company, has been a provider of premier security services not only in New Orleans but across Louisiana for almost two decades. We offer our Clients the rarest of commodities in this day and age — peace of mind. This peace of mind is promoted by a highly experienced management team and well-trained security force.

Force 1 Protection offers access to an executive team boasting almost a century of experience from the US Military, Civilian Law Enforcement, and contract security administration. Our executive team is supported by an administrative team offering our Clients over 25 years of collective experience in the US Military, business administration, accounting, and contract security compliance. We know and understand that the needs of our Clients are always evolving. As such, we guarantee our Clients 24/7 access to either a member of our executive team or administrative support team ensuring that there is always an open line of communication.

Our security guard force is comprised of almost 100 men and women with documented experience in Civilian Law Enforcement, the US Military, and/or at least three years of contract security experience. These varied backgrounds are further supplemented by a rigorous ongoing approach to training. In addition to State minimum requirements, our security team must complete specialized training based upon Client needs and complete eight hours of annual refresher training.

In closing, dedication is the heart of Force 1 Protection. A relentless dedication to provide our clients with cost effective yet exemplary services provide peace of mind. Our Clients are able to focus on their growth and development without worrying about their staff and assets. Our Company realizes continued growth and expansion thanks to this relentless dedication to service to our Clients.

Sincerely.

Kevin P. Fucich

President

Force 1 Protection

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.

Regional Transit Authority Service Provider Questionnaire	1. Project name, project number and date of submittal:	2. Official name of firm, indicate if prime or subconsultant:	3. Address of office to perform work:
	2022-003 Transit Security	Orleans Security LLC DBA	620 Tchoupitoulas St
	Services	Force 1 Protection	New Orleans LA 70130
★ RTA >>>	02-28-2022	Prime	
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:
N-A	New Orleans	Kevin P. Fucich, President O: 504-525-7676 C: 504-275-5223	Timothy Howard, Account Mgr O: 504-525-7676
8. Specify Type of Ownership:	9. Indicate Special Status:	10. Indicate certifications held regarding special status:	11. Is this submittal a joint venture (JV)?
Private corporation		special status:	Yes (No)
Public corporation	Small business	SBA certified	
Proprietorship	Minority-owned business	SLDBE certified	If so, has the JV worked together before?
Partnership	Woman-owned business	LAUCP certified	Yes No
12. List full-time personnel by primary funct # Function (e.g. civil engineer) President	ion. Count each only once. If all personn 2/2 Field Supervisor	el are not stationed in office as listed in item 3, i	ndicate in-office personnel separately, e.g. "5/1".
4/2 Director of Operations	1 Account Manager		
4/3 Office Manager	100 Security Officers		
4/4 Reception			
1 Field Operations			109 Total Personnel Domiciled in LA
2/1 Field Supervisor			111 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? No subcontractors to be used

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: Timothy Howard, Account Manager Brandy Gebbia, Office Manager b. Position or assignment for this project: b. Position or assignment for this project: Contract Oversight Contract Manager With other firms: 14 c. Years of professional experience with this firm: 1 c. Years of professional experience with this firm: 1 With other firms: 1 d. Education: d. Education: Degree / Year / Specialization Degree / Year / Specialization 25 years of security experience Associates Degree in Accounting 1997 e. Active registration or applicable certifications: e. Active registration or applicable certifications: State / Discipline / License number / First year registered State / Discipline / License number / First year registered LA Security Ops Admin PSE-19-09680 2018 LA Armed Security Officer PSE-18-12104 f. Experience and qualifications relevant to this project: f. Experience and qualifications relevant to this project: 4 years leadership roles in both local and 25 years of security experience including previous National security companies experience working at RTA locations. Well versed in the development of policies and procedures Well versed in rules and regulations for contract security in Louisiana and Tennessee

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	b. Reference contact name,	c. Project description	d. Nature of firm's responsibilities	e. Completion	f. Estim	
owner's name	telephone number, and e-mail	c. Project description	d. Nature of fifth 3 responsionates	date (actual or estimate)	Entire project	Firm's work
Union Passenger Terminal City of NO	Rocean Spencer 504-658-8425 rspencer@nola.gov	Armed Static Security	Ensure safety of persons on property, deter criminal / illicit activity, and patrol of facility	07/2017	\$540,000	
New Orleans City Hall City of NO	Mark Jernigan 504-658-8000 mdjernigan@nola.gov	Armed Static Security	Ensure safety of persons on property, deter criminal / illicit activity, access control, weapons screening, and patrols	06/2016	\$240,000)
NOHD - WIC Clinics City of NO	Tomekia Dunkley MPA 504-658-2533 mdunkley@nola.gov	Armed Static Security 4 clinic locations	Ensure safety of persons on property, deter criminal / illicit activity, and patrols	. 07/2017	\$195,00	0
Excelth Clinics	Barbra Peters 504-524-1210 bpeters@excelth.com	Armed Static Security 3 clinic locations	Ensure safety of persons on property, deter criminal / illicit activity, and patrols	- 07/2017	\$312,000	

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. Indicate whether work	d. Percent		nated fees 0's)
a. Project name, location, and owner's name	b. Nature of firm s responsionity	completed as prime, subconsultant or joint venture	complete	Total fee	Fee remaining
Children's Hospital of N.O. POC: Derrick Davis 504-896-9466 derrick@davis@lcmchealth.org	Static and Mobile Armed Security Access Control, deter criminal/illicit activity, traffic control, and patrol of perimeter and surrounding area	Prime	Ongoing	\$697000	\$59900
Seabroook Neighborhood Assoc. POC: Leonard McCollum 504-800-8872 seabroookdevelopment@yahoo.com	Mobile Armed Security Patrol of neighborhood, deter criminal/illict activity, property checks and escort details	Prime ,	Ongoing	\$100000	\$10000
Walgreens - New Orleans G2G America Howard Johnston 515-300-5911 howard@kodiakgroup.org	Static Armed Security Deter criminal/illicit activity, ensure safety of persons on property	Subconsultant	Negotiat- ions	\$137000	(est.)
Milneburg Homeowners Assoc. POC: Gordon Newman 504-495-9073 newmangordon60@yahoo.com	Mobile Armed Security Patrol of neighborhood, deter criminal/ilicit activity, property checks, and escorts	Prime	Ongoing	\$43680	\$36960

17. Use this space to provide any additional information or description of resources supporting your firm's qualifications for the proposed project.

Force 1 Protection, formerly branded as Falcon Security Company, has a proven track record of providing exemplary cost effective security solutions to a range of clientele in Louisiana and Mississippi for well over a decade. Force 1 provides its Clients with an executive and administrative team with over a century of collective experience from backgrounds in Civilian law enforcement, the US Military, contract administration, and business management.

The Force 1 Security Team is comprised of dedicated men and women selected based upon the following: (1) Law Enforcement experience, (2) US Military experience, (3) 3 or more years of contract security experience, or a combination of the three. In addition to our experience requirements, the Force 1 Security Team is required to maintain all applicable regulated license and training requirements in addition to a stringent internal training curriculum.

Our services are further enhanced with a customizable electronic reporting system, an in depth Quality Control Plan, and dedicated supervision.

In addition to being a SLDBE accredited company, Force 1 is also a certified Veteran Owned Small Business.

- 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:	Kevin P Fucich	Date: _	02-28-2022
Typed Name:	Kevin P. Fucich	Title:	President

NON-COLLUSION AFFIDAVIT

STATE OF MISSISSIPPI
PARISH OF Hancocce
(1) He is Owner (Partner) (Officer) (Representative) or (Agent), of Orleans Security UC, the Contractor that has submitted the attached bid:
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: Kreident Title: President
ANDY J. GEBBIA day of February, A.D.,
Commission Expires March 15, 2025 MOTARY 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:

- 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 Orleans Security, LLC DBA Force 1 Protection

ADDRESS 620 Tchoupitoulas St, New Orleans, LA 70130

DATE February 28, 2022

Lm Pl

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 Orleans Security, LLC DBA Force 1 Protection

ADDRESS_620 Tchoupitoulas Street, New Orleans, LA 70130

DATE February 28, 2022

Signature of Offeror's Authorized Representative

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I. Kevin Fucich	1 1
(Name and Title of Offeror Official)	hereby certify on
behalf of <u>Orleans Security</u> , UC DRA Fore (Name of Offeror)	ce 1 Protection that:
(1) No Federal appropriated funds have been paid or undersigned, to any person for influencing or employee of any agency, a Member of Congress an employee of a Member of Congress in conn contract, the making of any Federal grant, the r into of any cooperative agreement, and the exten, or modification of any Federal contract, grant,	r attempting to influence an officer or s, an officer or employee of Congress, or section with the awarding of any Federal making of any Federal loan, the entering prior continuation repeval amendment
(2) If any funds other than Federal appropriated funds person for influencing or attempting to influence a Member of Congress, an officer or employ Member of Congress in connection with t cooperative agreement, the undersigned shall co "Disclosure Form to Report Lobbying," in according	ed an officer or employee of any agency, wee of Congress, or an employee of a chis Federal contract, grant, loan, or emplete and submit standard Form-LLI
(3) The undersigned shall require that the language of the documents for all sub-awards at all tiers (in contracts under grants, loans, and cooperative shall certify and disclose accordingly.	icluding subcontracts sub-grants and
This certification is a material representation of fact up transaction was made or entered into. Submission of this or entering into this transaction imposed by section 135 fails to file the required certification shall be subject to and not more than \$100,000 for each such failure.	certification is a prerequisite for making
Executed this day day February_	<u> 2022</u> .
By Kevin Fucish	
Witnesses: Km P	
(Signature of Authorized Official)	
President	
(Title of Authorized Official)	
Sworn to and subscribed before me on this 28th day Notary Public In and For Hancock State of MSGSSIPPI	of Coryand, Josa. MISSISSICOUNTY ID # 62389 BRANDY J. GEBBIA
Brown	March 15, 2025

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 Orleans Security, LLC DBA Force 1 Protection
Firm Address 620 Tchoupitoulas Street, New Orleans, LA 70130
Telephone Number <u>504-525-7676</u>
Fax Number <u>888-505-1837</u>
E-Mail Address admin@force1solutions.com
Firm's status as Disadvantaged Business Enterprise (DBE) or Non- DBE _DBE
Age of the firm 4 years
Annual gross receipts of the firm \$2,650,000
Prime or Sub-Contractor Prime
NAICS code (s) 561612, 611519 and 541690
I certify to the best of my knowledge that the above information is true and correct: Signature
Title President
Date February 28, 2022
RTA Project No2022-003

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



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 RESPONDENTS TO RFPS AND RFQS: This completed form must be furnished with your proposal. You must complete every section of the form or your pages as warranted.

		2000,80,000
	cription: Transit Security Services	
inoi	ame of Respondent: Orleans Security LLC DBA Force 1 Protection	

Please check the appropriate space:

- The proposer is committed to the contract goal of $\frac{100}{100}$ % 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.)
- % 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.) The proposer is unable to meet the DBE contract goal, however is committed to a minimum of _

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 SECTION I - DBE COMMITTEMENT TO CONTRACT GOAL: You must list all DBE firms that you have identified to participate on the contract. PLEASE NOTE: receive approval from the DBELO to remove and/or replace the firm.

DBE FIRM & NAME of DBE	PHONE	SOURCE OF	SCOPE OF WORK TO BE PERFORMED BY THE DBE	VALUE of PROPOSED	ESTIMATED % OF TOTAL CONTRACT
		(SLDBE or LAUCP)		(If Known)	
1. Force 1 Protection	504-525-7676	SLDBE	(as prime) armed security	\$ 988,111.40	100 %
2.			services	\$	%
, e				\$	%
4.				\$	%
.5.				\$	%
6.				\$	%
7.				\$	%
8				\$	%
TOTALS				\$ 988,111.40	100 %



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
Force 1 Protection	Kevin P Fucich, President		02-28-2022
		-	

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 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 increase the likelihood of meeting the contract goal for this project.

ည်း	SCOPE OR PORTIONS OF WORK IDENTIFIED FOR DBE PARTICIPATION	ESTIMATED % OF CONTRACT VALUE
1		
2.	No subcontractors to be used. Force 1 Protection able to meet DBE obligation	0
3.		
4.		
5.		
9		
7.		
∞.		
TOTAL	FAL	0



SECTION IV - PAST PERFORMANCE: You must provide details of you firm's past performance in compliance with DBE goals.

DBE OFFICE VERIFICATION							
COMPLETION DBE PARTICIPATION DATE ACHIEVED	100%	100%	100%				
COMPLETION	06-2016	07-2017	07-2017				
PROJECT NAME	City Hall	WIC Clinics	Union Passenger Terminal				
AGENCY NAME	City of New Orleans	City of New Orleans	City of New Orleans				

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.





Technical & Pricing Proposal For

Regional Transit Authority

RFP 2020-003

Transit Security Services

PO Box 56817 New Orleans LA 70156

O: 504.525.7676 F: 888.505.1837 Kevin P. Fucich President

C: 504.275.5223

kpf@force1solutions.com

Brandy Gebbia Office Manager

C: 504-427-9876

bgebbia@force1 solutions.com

www.force1solutions.com



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Buy America Certificate of Compliance with Section 165(a) as referenced in	Section 3.2
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5 Contract Security Company license	
6 Gavin M. White Peruma	



Company Data

NAICS Codes 561612: Security Guard and Patrol Services

LSBPSE License 690

MS Business ID 1234779

TN License 13521

DUNS 117083453

CAGE Code 8EBUS

Gross Revenue \$2,552,078.32 EOFY 2020

Turn Over Rate 8%

Socio-Economic Status SLDBE – State Local Disadvantaged Business

Enterprise

VOSB - Veteran Owned Small Business

Services Offered Armed Security – mobile and static

Unarmed Security – mobile and static Remote Security Monitoring – CCTV Emergency and Disaster Response

Maritime Security Teams

Security Escorts and Executive Protection

Asset Courier Teams

Client Base Residential

Commercial

Industrial and Construction

Healthcare Educational

Government - local and State

Entertainment

Force 1 Protection is an Equal Opportunity Employer



Executive Team and Administrative Support Team

Force 1 contracts are managed directly by our executive team boasting almost a century of experience in both the public and private sectors.



Kevin P. Fucich, Founder and President

Kevin, a US Army veteran, is a results-oriented leader with extensive experience in security, surveillance, and investigations. As the Founder and CEO of Force 1 Protection, he is tasked with the continued growth and expansion of the Company. His emphasis on technology and management solutions brings accountability to our Company's security operations. Kevin is a member of NCIS, ASIS, Council of International Investigators, and a proud supporter of the Wounded Warrior Project.



Lee S. Guest, Director of Operations

Lee is a detail focused administrator with over 30 years of experience in both Civilian Law Enforcement and Private Sector Operations. His law enforcement experience includes assignments as a criminal and narcotics investigator, patrol supervisor, felony response team member, and SRT. After leaving law enforcement, Lee gained experience as a civilian contractor in high-risk operations, Federal contract management, and private sector security administration. Lee is responsible for the overall daily operations of the Company.



Greg Hijuelos, Field Operations Coordinator

Greg is a goal-driven administrator with over 30 years of experience in Law Enforcement, investigations, and security administration. His training and experience include assignments with OPSO as a special investigator, narcotics agent with PPSO, and served as the Commander for several special law enforcement division. Greg has served in various supervisory capacities with regional security firms. Greg is responsible for ensuring that members of the security team are within 100% compliance with Force 1 policies, our Client's policies, and LSBPSE regulations

We Guarantee 24/7 Access to At Least One Member of our Management Team!



Administrative Support Team

The Force 1 Administrative Support Team is comprised of experienced professionals with varied backgrounds in the US Military, accounting, business management, and licensing and compliance. Members of the support team were selected and retained based on their proven ability to maintain Force 1's ongoing commitment to the quality of our provided services.



Brandy Gebbia, Office Manager & Accounting

Brandy is a dedicated administrator with 22 years of experience in office management, bookkeeping, and payroll. Brandy is responsible for ensuring that the daily office affairs are run and managed in an efficient and cost-effective way. Brandy is readily available to provide our Clients, Staff, and team members with friendly and professional assistance



Eric Camp, Accounting and Investigations

Eric Camp is an accountant that graduated from the University of Mississippi with a bachelor's degree in accounting and Mandarin Chinese. Although Eric is a recent college graduate, he already has years of accounting experience from internships in China, Oxford and Gulfport, Mississippi. Eric is responsible for general bookkeeping and payroll. Eric is also responsible for Investigations, being a point of contact between client and our Private Investigators. Investigation responsibilities include online investigations, database searches, communication with clients and writing reports.



Shellie Brooks, Licensing and Compliance

Shellie Brooks served 12 years in the United States Marine Corps, working as an administrator ensuring the compliance of her unit and fellow Marines. Shellie is readily up to the most arduous of tasks within the Force 1 Protection organization. Shellie is responsible for ensuring that all member of the security team have and maintain proper licensing with all applicable regulatory bodies and the security team members and company are 100% compliant with all regulations governing contract security. Shellie assists Force 1's training staff with the maintenance of training files and ensures timely delivery of training records to the needed recipients



Supervision and Contract Oversight

Supervisors add not only to the depth of security coverage being provided but also to the quality of service provided. In an industry which is manpower intensive, the human factor remains the most important in efficiency as well as effectiveness. As such, Force 1 Protection's **Roving Supervisors** are used, at <u>no</u> additional cost to our Clients, to conduct random site inspections throughout the work week.

Roving Supervisors are further tasked with:

- Ensuring that the right values have been imbibed in conduct of duty
- Coordination of Resources
- Motivation, Morale, and Team Building
- Communication
- On the Job Training
- Investigation of Incidents and Report Writing
- Performance Assessments

Based upon the proposed coverage needs as found within the RFP, Force 1 Protection highly recommends the use of a **Contract Manager** to provide direct oversight and to serve as the liaison between the transit authority and Force 1. The **Contract Manager** shall be tasked with:

- Ensuring that sites are staffed with properly trained qualified security personnel
- Resolving site level issues
- Meeting with the transit authority security director on at minimum a bi-weekly basis
- Conducting random daily inspections of all sites
- Review of site level paperwork
- Review and submission of site schedules to the Force 1 office

To oversee the Transit Security Services contract, Force 1 Protection plans to utilize Gavin White, a decorated US Marine with 4 years of military law enforcement experience.

Please refer to Attachment - Gavin M White resume

Force 1 Protection's **Field Operations Coordinator** shall assist the **Roving Supervisors** and **Contract Manager** with supervision and oversight of the contract by:

- Conducting random site inspections to test security officer site knowledge and familiarity with site and security protocols
- Meet with the transit authority security director on a monthly basis
- Aid the Contract Manager with ensuring that security personnel maintain all required training

To add an additional layer of oversight to the transit authority security service contract, Force 1 Protection's **Director of Operations** will:

- Conduct random site inspections to ensure that security personnel are maintaining the standards of performance expected by both the transit authority and Force 1 Protection
- Ensure that **Roving Supervisors** and the **Contract Manager** are performing to standards
- Meet with the transit authority security director on a monthly basis



Current and Past Performance

Based on our current and past performance, we believe that Force 1 Protection is readily capable of providing the transit security services as outlined in RFP 2020-032. Our security team members have current and relevant training in all required aspects of contract security. We respectfully submit the following as examples of our capabilities in meeting your security needs.

Children's Hospital New Orleans

200 Henry Clay Ave | New Orleans LA 70118

POC: Chief Derek Davis, Director of Public Safety | 504.896.9499 | derrick.davis@lcmchealth.org

Scope:

Force 1 Protection provides a combination of armed mobile and static security officers at and around the Children's Hospital facility in New Orleans Louisiana. Security officers are tasked with:

- Mobile patrol of the emergency room parking area
- Mobile patrol of the immediate area surrounding the hospital in order to monitor staff vehicles and ensure the safety of staff members walking to the hospital
- Assisting LCMC staff with at risk patients admitted into the hospital for monitoring
- Monitor for and deter criminal and/or illicit activity within the facility and immediate surroundings.
- Ensuring the safety and well-being of staff, patients, and visitors

Magnitude:

Force 1 Protection provides up to five-armed security officers working 24 hours per day, 7 days per week in a hospital facility that experiences hundreds of visitors within a day. Force 1 Protection has been called upon to provide additional security with sometimes as little as 12 hours of notice. Force 1 Protection operates under the Emergency / Disaster Plan as implemented by Children's Hospital of New Orleans.

Complexity:

Force 1 Protection officers are required to submit electronic activity and incident reports, per shift and as needed, respectively. Prior to placement at the hospital, security officers are required to attend specialized training for the hospital environment on how to handle at risk children and complete an extensive medical screening process. Additionally, based upon post assignment, security personnel are required to monitor and operate a CCTV system.



Allied Universal

Eight Tower Bridge | 161 Washington St Suite 6 | Conshohocken PA 19428 POC: Cindy Blevins, Account Specialist | 443.752.5698 | cindy.blevins@aus.com

Scope:

Depending upon the needs, Force 1 Protection provides armed or unarmed security officers. Based upon the nature of the assignment, the security officers may be assigned to mobile details or static details.

Security personnel have worked assignments in Louisiana and Mississippi. Security officers are tasked with:

- Conduct patrols, either on foot or mobile, of the assigned service location
- Monitor for and deter criminal and/or illicit activity at the assigned service location
- Ensure the safety and well-being of staff and visitors

Magnitude:

Force 1 Protection has provided last minute requests for emergency coverage for up to 8 locations operating concurrently. Additionally, Force 1 is often called upon to provide services with as little as 8 hours of notice. Security personnel operate under Force 1 Protection's Emergency / Disaster Response Plan.

Complexity:

Force 1 Protection officers are required to submit electronic activity and incident reports, per shift and as needed, respectively.

G2G Event Staffing 1978 NW 92ND CT | Clive IA 50325

POC: Howard Johnston, Owner | 800.768.6252 | howard@kodiakgroup.org

Scope:

Depending upon the requested needs, Force 1 Protection has provided armed or unarmed security officers assigned to either mobile or static details in Louisiana and Mississippi. Security officers are tasked with:

- Enforcing State COVID-19 mandates
- Asset protection
- Monitor for and deter criminal and/or illicit activity at the assigned location
- Ensuring the safety and well-being of staff and visitors



Magnitude:

During the height of the COVID-19 pandemic, Force 1 Protection provided unarmed security personnel to ten locations operating concurrently. Personnel were tasked with aiding facility management with the enforcement of specific health mandates. During this event, Force 1 was called upon to provide security coverage at an additional six locations to aid in post Hurricane Laura security needs. Security personnel operate under Force 1 Protection's Emergency / Disaster Response Plan.

Complexity:

Force 1 Protection officers are required to submit electronic activity and incident reports, per shift and as needed, respectively.

Quality Control

Force 1 guarantees that our services will meet not only our high-quality standards but also meet all contractual requirements. Our Quality Control Plan ensures this guarantee. Key aspects of our QCP are:

- <u>Formal Written Policies</u>: Our security team is provided with a structured approach to their job and a clear understanding of our expectations as members of the Force 1 Protection security team. This is accomplished with our Standard Operating Procedure and Site Procedures.
 - Force 1 Protection shall work in conjunction with the transit authority security director to develop security procedures specifically tailored to meet the needs of the transit facilities.
 - Force 1 Protection shall draft and present protocols for:
 - Active shooter
 - o Bomb Threats
 - Suspicious Packages
- Site Inspections: Roving Supervisors conduct random site inspections. Site inspections allow our Roving Supervisors to address performance issues, review site level paperwork, verify that the SO has the required credentials on his/her person, test the SO on his/her site knowledge, and ensure compliance with Company and site regulations. Site inspections shall be documented in our electronic reporting system and available for review by the Transit Authority's Security Director.
 - The Contract Manager, Field Operations Coordinator, and Director of Operations shall supplement the Roving Supervisors' inspections by conducting random site inspections similar in scope.
- <u>Communication</u>: A member of Force 1's management team meets with Clients on a regular basis to address issues and discuss ways to improve our services. Force 1 maintains 24/7 Dispatch Center with a structured workflow designed to ensure immediate resolution of issues.
 - The Contract Manager shall meet with the transit authority security director bi-weekly at minimum
 - The Field Operations Coordinator and Director of Operations shall meet with the security director monthly



• Resolving Non-Compliance Issues: Force 1 Protection maintains a robust conduct policy outlining all expectations of the Company with regard to its employees. Our disciplinary procedures are geared toward resolving issues of non-compliance quickly and decisively. When warranted, or by the request of a Client, our disciplinary policy does include the removal of security personnel from Client locations.

Value Added Services

We believe our focus on industry specific technology offers not only accountability, but also provides added value to our already exceptional services. Our applied technology covers tracking of patrol units, a scheduling system providing geo-fenced clock ins/outs, and a reporting system offering real time viewing of activity during the course of a work shift.

SafeNet: Force 1 Protection currently utilizes SafeNet to track movement of our mobile patrol units and supervisors. Patrol units are equipped with a tamper proof tracking device that tracks our patrol units 24/7.



- Real-time tracking of patrol unit movements
- Location updates every 60 seconds
- Accurate to +/- 100 feet
- Historic playback of patrol unit movement and location
- Landmarks documented targeted patrols
- Geofenced area immediate alerts when unit leaves an assigned area
- Speed / Idle alerts
- Start / Stop tracking
- Unique Client access with no user limit restrictions



Trackforce – Valiant: Force 1 Protection currently utilizes Trackforce-Valiant, an industry specific software package. The Valiant component is designed to handle scheduling, timekeeping, payroll, billing, human resources, and compliance. The Trackforce component is designed to handle the reporting needs of a contract security company.



- Geo fenced time punches
- Actual worked hours billing
- Monitor shift change in real time
- Detailed or Summary Invoicing



- Geo Stamped entries
- Time / Date stamped
- *Electronic* delivery to Clients
- QR scan patrol verifications
- Functional with any Smart device
- Customizable report options
- Unique Client Access

Reporting

Proper reporting is paramount to any successful security operation. Our security officers are trained to properly document not only their shift activity but any incident involving emergency services, theft or damage to a Client's property, or any issue that warrants our Clients' attention. Force 1 has taken our reporting system to an even higher level. Not only do we provide the basis for proper data analysis, but our reporting system adds an additional layer of accountability. A general overview of our reporting:

- Activity Reports are completed at all service locations to provide our Clients with an accurate account of what the security officer observed and encountered during the worked shift. Entries are made in the activity report hourly and/or as needed. Activity Reports are immediately accessible either via the Client's Access Portal or are delivered via Email on a daily or weekly basis.
- <u>Incident Reports</u> are completed in any case of observed criminal / illicit activity, found damage to a Client's or Force 1's property, instances where emergency services are summoned to a service location, or any case where observations or events warrant the Client's immediate attention. Incident Reports are immediately accessible via the Client's Access Portal or are delivered via Email within 24 hours of the incident. A member of Force 1's management team does make a follow up call to the Client following any serious incident.



- <u>Visitor Logs</u> are available within Trackforce. As with all of our reports, the visitor logs are customizable to meet the specific needs of the transit authority. Visitor logs can be designed to:
 - Track both entry and departure
 - Track visitor passes
 - Provide a real time account, via the logbook function, of how many visitors are present on site
 - Unique logs can be developed based upon the type of visitor

To provide an added layer of **Accountability**, all of Force 1's reporting systems have GPS stamped entries. This ensures that our Clients know exactly where the security officer was at when a report or entry was generated. **QR codes** are utilized in conjunction with the activity report to both verify the completion of patrols and to verify that critical locations at sites are being properly checked.

The old saying "A Picture is Worth a Thousand Words" holds true to security reporting. With that in mind, both our activity and incident reports have photo embedding capabilities. Security officers are required to provide **photo documentation** to supplement their reports when warranted.

<u>All</u> of Force 1 Protection's reporting options are <u>customizable</u> to ensure that our reports meet the specific reporting needs of the transit authority and all are readily accessible via unique <u>Client access</u>.

Employee Screening and Drug Free Workplace Policy

Employee Screening

All potential candidates are carefully screened and vetted to ensure that only the most qualified candidates are selected to become members of the Force 1 Protection security team.

Force 1 Protection conducts:

- Reference checks personal and professional
- Work history verification
- Experience verification Law enforcement are required to provide either a POST certificate or copy of their current commission card. Those claiming military experience are required to provide a copy of their DD-214 indicating an honorable discharge.
- Driver history reports are conducted on those candidates slated to serve as mobile security officers.
- Criminal background and sex offender registry checks
- Verification of Educational Background minimum High School Diploma or GED
- Aptitude Testing

Drug Free Workplace Policy

Force 1 Protection enforces a substantial zero-tolerance "drug free workplace" policy. In addition to random annual drug screens, employees are required to submit to a drug screen in cases such as a workplace accident or involvement in a motor vehicle accident.



Personnel and Training

Staffing

Based upon the information as provided in RFP 2020-032, an estimated 45,860.00 hours of contract security service shall be provided annually. Based upon the amount of service hours, Force 1 Protection has determined that 25 SOs, a combination of FTE and PTE, are required to properly maintain the service contract.

Force 1 Protection plans to offer "First Right of Refusal" to all incumbent security personnel upon the approval of the transit authority and meeting the hiring standard of Force 1 Protection. Force 1 Protection estimates a 90% retention rate. We believe this to be an attainable amount based upon our Company's reputation and the combination of pay rates and benefit packages offered to full time employees. The remaining 10% shall be recruited based upon the following Company standards:

- Prior Law Enforcement or Current Law Enforcement
- Former or Active US Military
- 3 or more years of consecutive Security Experience

Professional backgrounds are verified by the submission of proper documentation:

- Law Enforcement POST certification or Commission Card
- Military DD214 or current Military ID
- Security Experience verifiable and verified work history

Security Officers with a part time status are retained to ensure continuity of service regardless of call offs, vacations, and training sessions.

Prior to any change in key personnel, Force 1 Protection shall advise the Transit Authority Security Director.

Employee Benefits

Based upon the employee's status, FTE, PTE, or all inclusive, Force 1 Protection offers its employees the following benefits:

- Direct Deposit all employees
- Health Insurance Force 1 Protection contributes 50% of the monthly premium. Available to all FTEs after 6 months of employment with FT status
- Paid life insurance for all FTEs after 6 months of employment with FT status
- AD&D coverage inclusive with life insurance package for all qualified FTEs
- Holiday pay for worked holidays (1.5 times the employee's pay rate) all employees
- Shift differential pay for overnight shifts all employees
- Merit raises available to all employees after their first 6 month of employment



Training

All members of Force 1 Protection's Security Team are required to meet and maintain all State and local training mandates as set forth by regulatory boards governing contract security services. Members of the Security Team holding an armed security license are further required to maintain training and/or certification in both expandable batons and chemical agents and handcuffing techniques.

In addition to regulatory board training requirements, Force 1 also requires each member of the Security Team to successfully complete Company mandated training. Examples are:

<u>Orientation</u>: Newly hired Force 1 employees are provided with an overview of Force 1's Standard Operating Procedure, instruction on the reporting system, and a thorough discussion of the Post Orders (site policies) to which the employee will be assigned.

<u>Site Training</u>: Before any employee works at a Client service location, the employee is required complete site-specific training of at least one work shift under the guidance of a roving supervisor or a site lead officer.

<u>Contract Specific</u>: Based upon RFP requirements, members of Force 1's security team shall also receive the following additional training:

- First Aid / CPR / AED / Bloodborne Pathogens
- Verbal De-escalation Techniques
- Active Shooter
- Patrol Tactics Field Training Operations & Security Awareness
- Use of Metal Detecting Equipment
- Bomb Threats and IED Detection and Awareness
- Responding to Suspicious Packages
- NIMS ICS 100, 700, and 800

<u>Annual Training</u>: To ensure compliance and reinforce Company policy, security personnel must complete the following training annually:

- Firearms
- Baton
- Chemical agent
- Review of Force 1's Use of Force Policy, Non-Harassment Policy, Employee Conduct Policy, and Drug Free Workplace Policy.
- Review / refresher on all contract required training

Company Approved Uniform

All Force 1 Protection officers are attired in professional uniforms that clearly identify them as security officers and present them as a person of authority to anyone they interact with. Our readily identifiable uniforms assist security team members with the visual deterring of criminal or illicit activity.





Uniform Option 1 – Class "A" Dress Uniform

- White dress uniform shirt with OD green pocket flaps and epaulets
- OD green Force 1 Protection patches on left and right sleeves
- OD US Flag over right breast
- Name plate beneath US Flag "First Initial Last Name"
- Force 1 Protection badge over left breast
- OD green dress trousers
- Black combat style boots or parade shoes

Armed SO duty gear comprised of black leather or nylon duty belt, handcuff case, double magazine holder, baton carrier, chemical agent carrier, belt keepers, and level 2 style duty holster of same material as belt



<u>Uniform Option 2 – Tactical Uniform 1</u>

- Dessert "Tac-lite" tan uniform shirt
- OD green Force 1 Protection patches on left and right sleeves
- OD green US Flag over right breast
- Name plate beneath US Flag "First Initial Last Name"
- Force 1 Protection badge over left breast
- OD green TDU style pants
- Black combat style boots
- Duty Gear requirements (black leather or nylon) shall be like the Class "A" Dress Uniform requirements



<u>Uniform Option 3 – Tactical Uniform 2</u>

- Black Polo style shirt
- OD green Force 1 Protection patch over left breast
- OD green TDU style pants
- Black combat style boots

Armed SO Duty Gear, while limited to black nylon, shall otherwise be like the Class "A" Dress Uniform requirements



Cool and Foul Weather gear is provided to all security personnel and are properly patched to ensure that the security personnel are readily identifiable as contract security officers. Foul weather gear typically includes:

- Hooded windbreaker with Company patches and reflective "Security" panel on back
- Winter coat with Company patches and reflective stripping
- Watch cap with Company hat patch affixed

Patrol Units

Force 1 Protection can readily provide Clients with a patrol unit option. While able to provide a range of patrol units from cars to trucks, the mid-size SUV has proven to be the most popular with our Clients.



- State and municipal compliant emergency lighting
- "Security Patrol" markings on front fenders and rear hatch door
- "Force 1 Protection" logo on front driver and passenger doors
- Security telephone number on rear panels and rear hatch door

All patrol units are equipped with the following:

- GPS tracking device
- First Aid kit
- Roadside assistance equipment battery jump pack, road flares, etc.
- Company owned Smart phone and tablet

Business Continuity Plan and Emergency Staffing

With a base of operations in the Gulf South, the ability to maintain service to Clients is paramount to any successful security operation. Force 1 Protection maintains an annually reviewed Business Continuity Plan tailored to ensure this ability.

Force 1 Protection maintains a roster of both active and former law enforcement that can be mobilized within a span of 48 hours in the event of a manmade or natural disaster. The use of active or former law enforcement as the basis of the emergency roster provides our Clients with training and skill sets that far exceed State standards and requirements.



Transition Plan – Implementation Timeline

Force 1 Protection has effective transitioned into numerous contracts with the attained goal of ensuring no disruption in the Client's operations. We shall do the same with this contract through careful planning and strategy. Force 1 Protection proposes a 30-day Implementation Timeline with the knowledge that the New Orleans Regional Transit Authority is unique with respect to its needs.

Day 1 - Award of Contract

- Force 1 shall request a post award meeting with the transit authority security director within five (5) days
- Force 1 shall request a list of preferred incumbent security personnel
- Force 1 shall initiate the recruitment process for the hiring of the estimated 10% needed to fully staff the service locations

Day 5 - Post Award Meeting

- Force 1 shall obtain needed information for the drafting of security protocols
- Force 1 shall present for approval select procedures for: (1) active shooter, (2) bomb and IED threats, and (3) suspicious packages
- Force 1 shall begin the onboarding and screening of preferred incumbent security personnel
- Force 1 shall be conducting ongoing interviews for both the Contract Manager position and the 10% staffing needs
- •Discuss specific reporting needs for the service locations

Day 7 to 10 - Personnel and Procedures

- Force 1 shall finalize all internal paperwork for security personnel
- Force 1 shall finalze all required LSBPSE processes for the newly hired security personnel
- Force 1 shall present its initial security protocols for approval
- Force 1 shall present any requested revisions, if applicable, to its select procedures
- Force 1 shall schedule any required LSBPSE mandated refresher training for security personnel

Day 11 to 13 - Finalize Trackforce Valiant to meet RTA needs

- Force 1 shall finalize all aspects of the reporting systems
- Force 1 shall finalize the scheduling, payroll, and invoicing systems
- Force 1 shall provide designated transit authority personnel with training on the Client Portal Access

Day 14 to 16 - Uniforms and Equipment

- Force 1 shall finalize the issuance of uniforms and equipment to security personnel
- •Security personnel shall be inspected to ensure that all uniforms and equipment meet Company standards

Day 17 to 20 - Training

- Security personnel shall receive site training
- •Security personnel shall be trained in the use of Trackforce and Valiant

Day 21 to 29 - Resolution of Any Issues

•The final eight (8) days of the implementation timeline are reserved for the resolution of any unforeseen issues that may have arisen during the course of implementation

Day 30 - Contract Service Begins



Terms and Pricing

Terms

Force 1 Protection seeks a contract term with all applicable provisions as outlined in RFP 2020-032 Transit Security Services

Scope of Service

SITE	POST	HOURS	DAYS	TOTAL HOURS PER WEEK
CARROLLTON ST FACILITY	-	24.00	7.00	168.00
RANDOLPH FACILITY	Front Desk	24.00	7.00	168.00
	Money Room	8.00	5.00	40.00
	Rear Gate	24.00	7.00	168.00
EAST NEW ORLEANS FACILITY	-	24.00	7.00	168.00
DUNCAN PLAZA	-	24.00	7.00	168.00
			Weekly Total	880.00
			Annual Total	45760.00
			Unscheduled Events	100.00
			Annual Total	45860.00

Addresses: Carrolton Street Facility: 8201 Willow St New Orleans LA

Randolph Facility: 2817 Canal St New Orleans LA

East New Orleans Facility: 3900 Desire Parkway New Orleans LA Duncan Plaza: 343-349 Duncan Plaza New Orleans LA

Duties to include, but not be limited to:

- Coverage of all designated security posts remaining vigilant at all times
- Conducting foot and vehicle security patrols
- Identification, investigation, and documentation of safety and security events
- Monitoring security systems, including surveillance systems
- Reporting all safety and security incidents
- Assisting, reporting, and cooperating with NOPD regarding any crime involving a victim, a weapon, or felony possession of a controlled substance
- Providing arrest information to NOPD for "Report Crimes" so the proper follow up is completed
- Performing any additional duties as assigned by RTA's project manager



Pricing

Classification and Information	Weekly Hours	Pay Range	Standard Bill Rate	Premium Bill Rate	Weekly Cost Line Total
Armed SO Carrolton Facility	168.00				\$3,610.32
Armed SO Randolph Facility Front Desk	168.00				\$3,610.32
Armed SO Randolph Facility Money Room	40.00	\$13.50 to \$15.00	\$21.49	\$32.24	\$859.60
Armed SO Randolph Facility Rear Gate	168.00				\$3610.32
Armed SO ENO Facility	168.00				\$3610.32
Armed SO Duncan Plaza	168.00				\$3,610.32
Weekly Totals	880.00				\$18,911.20
Annual Total +100 hours as noted	45,860.00			se hours (45,620.00) liday hours (240.00)	\$980,373.80
				Total Annual Cost	\$988,111.40

Inclusive with Cost:

One (1) SUV style patrol vehicle equipped as outlined Contract Manager to be responsible for direct contract oversight and serve as liaison between RTA and Force 1 Electronic Reporting System as described in the technical proposal

The Premium Rate shall apply to Holidays and Overtime, as described in the contract for security services. **Overtime shall not apply to regularly scheduled shifts.** The Premium Rate shall be billed at 1.5 times the Standard Bill Rate.

Force 1 Protection currently recognizes the following holidays:

New Year Day	Mardi Gras Day	Presidents Day	Memorial Day
Independence Day	Labor Day	Easter Sunday	Christmas Eve
Memorial Day	Thanksgiving Day	Christmas Day	

Disaster response rates shall not be inclusive with the quoted rates and shall be negotiated at the time of contract - traditionally 1.5 times the standard bill rate or at current market rates, whichever is greater.



Transition Plan – Implementation Timeline

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Day 30 - Contract Service Begins

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 February 28, 2022	
Signature KM PM	
Company Name Orleans Security, LLC DBA Force 1 Protection	
Title President	~
RTA Project No. <u>2022-003</u>	

PUBLIC NOTICE REGIONAL TRANSIT AUTHORITY

TRANSIT SECURITY SERVICES REQUEST FOR PROPOSALS (RFP) #2022-003

Project Description: The Regional Transit Authority (RTA) is seeking firms to provide transit security services at various New Orleans Regional Transit Authority locations throughout the City of New Orleans per specifications in RFP 2022-003.

How to Obtain a copy of the RFP: Scope of Work and further information concerning the RFP may be obtained beginning January 19, 2022 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., Monday, February 21,2022. Any questions or further information concerning this RFP may be submitted through https://norta.procureware.com/home beginning on January 19, 2022. 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 #2022-003.

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 23% 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.

Alex Wiggins Chief Executive Officer Regional Transit Authority

REQUEST FOR PROPOSALS FROM REGIONAL TRANSIT AUTHORITY

SUBJECT: TRANSIT SECURITY SERVICES

DATE: Wednesday, January 19, 2022

REQUEST FOR PROPOSALS NO. 2022-003

PROPOSAL RECEIPT DEADLINE: Monday, February 21, 2022, 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 <u>MUST</u> 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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ATTACHMENTS Scope of Work Supplier Checklist

INSTRUCTIONS TO PROPOSERS

1.1 PROPOSALS

Please provide a one-page cover letter, serving as an Executive Summary of your proposal, which includes a brief description of your firm and its activities in providing 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	02/18/2022	
Addendum No	, dated		
Addendum No.	, dated		

Orleans Security, LLC DBA Force 1 Protection Company Name

Kevin F	ucich
	Company Representative
	- · · -
	RFP 2022-003

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 of 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.

<u>Further</u>, 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

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 of 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 <u>B2Gnow</u> 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 it 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 coveted transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
- 8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, RTA may pursue available remedies including suspension and/or Debarment.

3.12 RESTRICTIONS ON LOBBYING

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

3.13 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

3.14 PATENT AND RIGHTS IN DATA

These following requirements apply to each contract involving experimental, developmental or research work: 1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or designtype 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 ACTSUPPER AND LOWER TIER TRANSACTIONS

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et. seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S. C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3.16 RECYCLED PRODUCTS

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

3.17 SAFE OPERATION OF MOTOR VEHICLE

The Recipient agrees as follows: a. Seat Belt Use. In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any subagreements, leases, third party contracts, or other similar documents in connection with the Project. b. Distracted Driving, Including Text Messaging While Driving. In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, the Recipient is encouraged to comply with the terms of the following Special Provision: (1) Definitions. As used in this Special Provision: (a) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does FTA Master Agreement MA(17), 10-1-2010 67 not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary. (b) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, emailing, 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) Privatelyowned 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 subcontractor 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. (20) Overall Qualifications Capability of team, professional competence and character of the team including relevance and substance of providing transit security services for various RTA locations.
- 2. (20) Technical Qualifications Description of your team's approach and capability to provide transit security services for various RTA locations.
- 3. (20) Accomplishments Prior experience and results on similar projects.
- 4. (10) Firm's proposed start date and tentative schedule.
- 5. (30) Price.

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

s" in paragraph (a) of this provision, it shall ormation:
and Address of Owner and Operator of the r Facility if Other than Offeror or adent
-

(a) The offeror or respondent, in the performance of any contract resulting from this

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

Scroll down to the bottom of the page and click the link that says "How to Bid on Business with the RTA" then scroll down to Required Forms.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/20/2021

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 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 rights to the

dertinate holder in hea of such endorsement(s).	
PRODUCER	CONTACT Betty Baldivia
El Dorado Insurance Agency, Inc.	PHONE (A/C, No, Ext): (713)521-9251 FAX (A/C, No): (713)521-0125
El Dorado Sec Srvs Ins Agy	E-MAIL ADDRESS: bbaldivia@eldoradoinsurance.com
3673 Westcenter Drive	INSURER(S) AFFORDING COVERAGE NAIC #
Houston TX 77042	INSURER A: Certain Underwriters at Lloyd's 32727
INSURED	INSURER B: Berkshire Hathaway Guard Insurance Co. 42390
Orleans Security, LLC, DBA: Orleans Investigations, 1	LLC, INSURER C:
P.O. Box 56817	INSURER D:
	INSURER E:
New Orleans LA 70156	INSURER F:
COVERAGES CERTIFICATE NUMBER: Certi	ficate 07/21 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

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. INSR POLICY EFF POLICY EXP								
INSR LTR		TYPE OF INSURANCE		WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS	8
	х	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
A		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	х	Professional Liability			MPL4531411.21	7/22/2021	7/22/2022	MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	LAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	х	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 1,000,000
		OTHER:						Professional Liability	\$ 2,000,000
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
A		ANY AUTO						BODILY INJURY (Per person)	\$
		ALL OWNED SCHEDULED AUTOS AUTOS			MPL4531411.21	7/22/2021	7/22/2022	BODILY INJURY (Per accident)	\$
	х	HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
									\$
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
		DED RETENTION \$							\$
		KERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
В	(Man	datory in NH)	,,,		ORWC295380	7/20/2021	7/20/2022	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

	10 CV
CERTIFICATE HOLDER	Agenos
El Dorado Insu	rance 1.6 Agency Surance Agency
El Dora	

CANCELLATION

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

R.L. Ring, Jr./BETTY

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LOUISIANA STATE BOARD OF PRIVATE SECURITY EXAMINERS

This is to certify that

Orleans Security LLC DBA Force 1 Protection

Has Been Awarded Company License # 690

EXPIRES: 02/01/2023

CHAIRMAN



INTERIM EXECUTIVE SECRETARY

The information provided on this certificate is current as of 12/06/2021. Scan the QR code to retrieve or verify the current license status.





504.827.8300

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RESOLUTION NO.	21-030	
STATE OF LOUISIANA	L	
PARISH OF ORLEANS		
transaction of the second		
AUT	THORIZATION TO AWARD A	A CONTRACT FOR
	TRANSIT SECURITY S	ERVICES
Introduced by Commission	oner <u>Raymond</u>	, seconded by
Commissioner	Sarwar	.
	r proposals for Transit Security S	egional Transit Authority (RTA) previously ervices; and
WHEREAS, the R? Security Services; and	ΓA issued a Request for Proposa	als solicitation (RFP) #2020-032 for Transit
WHEREAS, eleven	(11) proposals were received and	d ten (10) proposals were deemed responsive;
·		e submittals in accordance with requirements ederal Transit Administration; and
WHEREAS, the following and Leaders (SEAL); and	lowing vendor was evaluated and	d received the highest score: Security Experts





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RESOLUTION	NO.	<u>21-030</u>
PAGE TWO		

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

WHEREAS, funding is available through RTA Operating Account # 1330099.7650.161 for a total cost not to exceed ONE MILLION EIGHT THOUSAND NINE HUNDRED TWENTY DOLLARS AND ZERO CENTS (\$1,008,920.00). Contract duration is three (3) years with two (2) 1-year options.

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 Security Experts and Leaders (SEAL).

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

YEAS:	7	
NAYS:	0	
ABSTAIN:	0	
ABSENT:	0	

AND THE RESOLUTION WAS ADOPTED ON THE ____25th__DAY OF MAY, 2021.

FLOZELL DANIELS, JR.
CHAIRMAN

BOARD OF COMMISSIONERS

Hozele Want fe.



RESOLUTION NO.	
STATE OF LOUISIANA PARISH OF ORLEANS	

AUTHORIZATION TO APPROVE A TRANSIT SECURITY SERVICE CONTRACT TO ORLEANSECURITY DBA FORCE1 PROTECTION

Introduced	by	Commissioner	,	seconded	by	Commissioner

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

WHEREAS, the RTA issued a Request for Proposals solicitation (RFP) #2022-003 for Transit Security Services; and

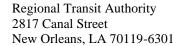
WHEREAS, eleven (11) proposals were received and seven (7) proposals were deemed responsive; and

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

WHEREAS, the following vendor was evaluated and received the highest score:Orleans Security DBA Force 1 Protection; and

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

WHEREAS, funding is available through RTA Operating Account # 1330099.7650.161 for a total cost not to exceed NINE HUNDRED EIGHTY EIGHT THOUSAND ONE HUNDRED ELEVEN DOLLARS AND FOURTY CENTS (\$988,111.40). Contract duration is three (3) years with two (2) 1-year options.





RESOLUTION NO.	
Page 2	

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, authoritze the CEO to approve the transit security contract to Orleans Security, LLC dba Force 1 Projection a contracat not to exceed NINE HUNDRED EIGHTY EIGHT THOUSAND ONE HUNDRED ELEVEN DOLLARS AND FOURTY CENTS (\$988,111.40).

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 __th DAY OF MAY, 2022.

FLOZELL DANIELS, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS

New Orleans Regional Transit Authority



Board Report and Staff Summary

File #: 22-079	Board of Commissioners	
Oracle Cloud ERP		
DESCRIPTION: Authorization to pr	rocure Oracle Cloud ERP	AGENDA NO: 22-079
ACTION REQUEST: ⊠ Approval	☐ Review Comment ☐ Info	ormation Only

RECOMMENDATION:

Authorize the Chief Executive Officer to negotiate and approve a contract with Mythics, Inc., utilizing an existing contract and procurement with the State of Louisiana. The amount of this contract will not exceed \$4,188,076.00 and the project duration is anticipated to be eighteen (18) months. As the technical evaluation is conducted, deductive change orders will be included as needed.

ISSUE/BACKGROUND:

Purchased in 1996, JD Edwards (JDE) was implemented as the financial and business software for RTA. The financial software used by all departments is version 7.3 which requires a server to house the database. In 2018, Oracle informed the RTA it would no longer support the software or the server of version 7.3. An evaluation of upgrading the software was conducted in 2018, and it was decided to acquire a contractor, Connectria, to host and support JDE for RTA.

Due to the software version, Oracle capabilities are limited to 1990's era computing which translates to RTA departments seeking other software to fill business process needs. Furthermore, RTA acquired multiple software across departments providing the same function. This project will allow departments to evaluate their tools and either eliminate or integrate into the Oracle Enterprise Resource Planning Software (ERP). This software will be accessible via Cloud and no longer tethered to a server access, business processes can be accessed remotely.

RTA seeks to advance current functionality to take advantage of the Oracle ERP toolset. This software conversion project will impact the entire agency. Functionality in each area includes user customizable reporting, workflow for management review and approval. Specific advancements by area are:

Enterprise Resource Planning (ERP)

- Fusion Enterprise Resource Planning
- Fusion Procurement
- Fusion WebCenter Forms Recognition
- Fusion Supply Chain Execution

Human Capital Management (HCM)

Human Capital Management Base

File #: 22-079

Board of Commissioners

- Recruiting
- Time and Labor
- Talent Management
- Fusion Learning

Enterprise Performance Management (EPM)

- Enterprise Performance Management
- Additional Application for EPM (Hosted Environment)

Additional Subscription As A Service Subscriptions

- Test Environment
- Digital Assistant Platform
- Priority Support for SaaS Base Support
- Priority Support for SaaS

DISCUSSION:

Determining Solution Requirements

Movement to Oracle Cloud ERP is to replace the existing JD Edwards. The migration and implementation involve a needs assessment of current policies/procedures and software which will inform best practice, procedures, and training. RTA uses multiple software across departments. Moving to the Cloud ERP assists RTA to consolidate into one platform used by all departments.

One software means:

- (1) reduced duplicate software fee payments,
- (2) streamlined business policies and procedures,
- (3) increased user knowledge base.

The first migration to Oracle Cloud involves the Financial, procurement, and human capital capabilities. The implementation team needs assessment will target Oracle module optimization.

Selecting a Solution

RTA staff analyzed the entire spectrum of options for JD Edwards replacement. The universe of potential vendors and options is substantial. A Scope of Work was developed with the intent to submit for IFB; however, an existing Louisiana State Contract between Mythics, Inc and LSU Health Sciences Center Shreveport (4400022095, Oracle Products and Services) was identified which matches the RTA defined scope of work.

After analyzing potential options, RTA staff identified a preferred solution: **seek State Contract with the existing State of Louisiana contractor**

Contracts using State contract 4400022095, Oracle Products and Services, is in accordance with the OMNIA Partners, Public Sector Master Agreement Number 180233-002 by and between Maricopa County, AZ and Mythics, Inc. The contract is available for use by all State agencies and local government entities, public institutions of higher education, school districts and other governmental

Board of Commissioners

entities which are authorized by the State of Louisiana to utilize State contracts.

This option delivers the following benefits to RTA:

- Data Migration: RTA retains a license for the application that is delivered. Historical data moved to internal storage.
- **Software Updating**: RTA movement from 20th century computing into 21st century capabilities. Oracle supported software with Cloud capabilities. Evacuation or local power outages do not impact the ability to work in the application.
- Software Consolidation: Migration of one-off software functions into Oracle ERP Cloud modules reduces task duplication in ancillary software, reduces licensing fees, and improves ease-of-use for RTA staff.
- Training: Training to be conducted in training cloud environment using the train-the-trainer methodology to ensure department champions and trainers. Each department will have a specialist and trainer to instill self-sufficiency.

Given these benefits, RTA staff recommend the delivery of Oracle ERP Cloud and Implementation utilizing existing vendor on State Procurement Contracts.

FINANCIAL IMPACT:

RTA currently pays two costs associated with JD Edwards which result in a total annual cost of approximately \$84,891.00:

- Licensing Fee: Annual cost of \$61,855.12. Four quarterly installments to Oracle of \$15,463.78
- **Software Support Fee**: Annual cost of \$23,036.04. Twelve monthly installments to Connectria of \$1,916.67.

Software used to supplement JDE capabilities include, but are not limited to:

Ron Turley - 2021 cost of \$29.981.00. Maintenance Fleet Management application used to track vehicle maintenance and purchase requests

ADP - 2021 cost of \$154.151.80. Human Capital Management - H/R, benefits, and payroll/timekeeping system

TKD - Timekeeping and dispatch system - Fixed and Para work management, reporting and payroll NeoGov - HR, hiring, personnel tracking Zywave (HR Connection) - benefits

RTA staff analyzed the cost of the replacement solution which would result in total annual costs of

File #: 22-079

Board of Commissioners

approximately \$392,508.00 for the software upgrade and approximately \$3,750,000.00 for implementation:

- Oracle ERP Cloud is an annual fixed fee of \$392,508.
- Projected Implementation costs per year are:
 - 2022 6 months of implementation at \$210,864.89 per month costing \$1,265,189.33

2023 - 12 months of implementation at \$210,864.89 per month costing \$2,560,378.67

- This project will be funded with from Self-Gen Acct 1.1117. The breakdown per year will be:
 - o 2022: \$1,657,397.33
 - o 2023: \$2,952,886.67
 - o 2024: \$392,508.00

NEXT STEPS:

Upon RTA Board Approval, staff will assign purchase orders.

ATTACHMENTS:

- 1. Resolution
- 2. State Contract
- SoLA Oracle Products & Services

Prepared By: Doris O'Sullivan

Title: Project Manager of Information Technology III

Gizelle Johnson Banks Reviewed By: Title: Chief Financial Officer

Reviewed By: Mark Major

Title: **Deputy Chief Financial Officer**

C11. Wy

5/4/2022

File #: 22-079	Board of Commissioners	
Alex Wiggins Chief Executive Officer	Date	





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RESOLUTION NO.			
STATE OF LOUISIANA			
PARISH OF ORLEANS			
AUTHORIZATION TO AWARD THE CONTRACTS FOR ORACLE CLOUD ERP PURCHASE AND IMPLEMENTATION			
Introduced by Commissioner seconded by Commissioner			

WHEREAS, purchased in 1996, JDEdwards (JDE) was implemented as the financial and business software for RTA. The financial software used by all departments is version 7.3 which requires a server to house the database; and

WHEREAS, in 2018, Oracle informed the RTA it would no longer support the software or the server of version 7.3 An evaluation of upgrading the software was conducted in 2018, and it was decided to acquire a contractor, Connectria, to host and support JDE for RTA; and

WHEREAS, due to the software version, Oracle capabilities are limited to 1990's era computing which translates to RTA departments seeking other software to fill business process needs. Furthermore, RTA acquired multiple software across departments providing the same function; and

WHEREAS, this project will allow departments to evaluate their tools and either eliminate or integrate into the Oracle Enterprise Resource Planning Software (ERP). This software will be accessible via Cloud and no longer tethered to a server access, business processes can be accessed remotely; and





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RESOLUTION NO.	
Page 2	

WHEREAS, RTA seeks to advance current functionality to take advantage of the Oracle ERP toolset. This software conversion project will impact the entire agency; AND

WHEREAS, functionality in each area includes user customizable reporting, workflow for management review and approval; and Specific advancements by area are:

Enterprise Resource Planning (ERP)

- Fusion Enterprise Resource Planning
- Fusion Procurement
- Fusion WebCenter Forms Recognition
- Fusion Supply Chain Execution

Human Capital Management (HCM)

- Human Capital Management Base
- Recruiting
- Time and Labor
- Talent Management
- Fusion Learning

Enterprise Performance Management (EPM)

- Enterprise Performance Management
- Additional Application for EPM (Hosted Environment)

Additional Subscription As A Service Subscriptions

- Test Environment
- Digital Assistant Platform
- Priority Support for SaaS Base Support
- Priority Support for SaaS

WHEREAS, movement to Oracle Cloud ERP is to replace the existing JD Edwards; and

WHEREAS, the migration and implementation involve a needs assessment of current policies/procedures and software which will inform best practice, procedures, and training; and

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



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RESOLUTION NO. _____Page 3

WHEREAS, RTA uses multiple software across departments. Moving to the Cloud ERP assists RTA to consolidate into one platform used by all departments; and

Determining solution Requirements

One software means:

- (1) reduced duplicate software fee payments,
- (2) streamlined business policies and procedures,
- (3) increased user knowledgebase.

WHEREAS, - <u>Selecting Solution Requirements</u> - RTA staff analyzed the entire spectrum of options for JD Edwards replacement. The universe of potential vendors and options is substantial. A Scope of Work was developed with the intent to submit for IFB; however, an existing Louisiana State Contract between Mythics, Inc and LSU Health Sciences Center Shreveport (4400022095, Oracle Products and Services) was identified which matches the RTA defined scope of work; and

WHEREAS, after analyzing potential options, RTA staff identified a preferred solution: seek State Contract with the existing State of Louisiana contractor. Contracts using State contract 4400022095, Oracle Products and Services, is in accordance with the OMNIA Partners, Public Sector Master Agreement Number 180233-002 by and between Maricopa County, AZ and Mythics, Inc; and

WHEREAS, the contract is available for use by all State agencies and local government entities, public institutions of higher education, school districts and other governmental entities which are authorized by the State of Louisiana to utilize State contracts; and

WHEREAS, this option delivers the following benefits to RTA; and

• **Data Migration**: RTA retains a license for the application that is delivered. Historical data moved to internal storage.





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RESOLUTION NO. _____ Page 4

- **Software Updating**: RTA movement from 20th century computing into 21st century capabilities. Oracle supported software with Cloud capabilities. Evacuation or local power outages do not impact the ability to work in the application.
- Software Consolidation: Migration of one-off software functions into Oracle ERP Cloud modules reduces task duplication in ancillary software, reduces licensing fees, and improves easeof-use for RTA staff.
- **Training:** Training to be conducted in training cloud environment using the train-the trainer methodology to ensure department champions and trainers. Each department will have a specialist and trainer to instill self-sufficiency.

WHEREAS, given these benefits, RTA staff recommend the delivery of oracle ERP Cloud and Implementation utilizing existing vendor on State procurement Contracts; and

WHEREAS, RTA currently pays two costs associated with JD Edwards which result in a total annual cost of approximately \$84,891.00, finance and maintenance alone \$114,872; and

- Licensing Fee: Annual cost of \$61,855.12. Four quarterly installments to Oracle of \$15,463.78
- **Software Support Fee**: Annual cost of \$23,036.04. Twelve monthly installments to Connectria of \$1916.67.

Software used to supplement JDE capabilities include, but are not limited to:

Ron Turley -2021 cost of \$29.981.00. Maintenance Fleet Management application used to track vehicle maintenance and purchase requests

ADP-2021 cost of \$154.151.80. Human Capital Management – H/R, benefits, and payroll/timekeeping system

 $TKD-Time keeping \ and \ dispatch \ system-Fixed \ and \ Para \ work \ management, \ reporting \ and \ payroll$

NeoGov – HR, hiring, personnel tracking Zywave (HR Connection) – benefits

WHEREAS, RTA staff analyzed the cost of the replacement solution which would result in total annual costs of approximately \$392,508.00 for the software upgrade and approximately \$3,750,000.00 for implementation; and



504.827.8300

www.norta.com

RTA	
	7

RESOLUTION NO.	
Page 5	

- Oracle ERP Cloud is an annual fixed fee of \$392,508.
- Projected Implementation costs per year are:
 - o 2022 6 months of implementation at \$210,864.89 per month costing \$1,265,189.33
 - 2023 12 months of implementation at \$210,864.89 per month costing \$2,560,378.67
- This project will be funded from Self-Gen Acct 1.1117. The breakdown per year will be:
 - 0 2022: \$1,657,397.33
 - 0 2023: \$2,952,886.67
 - 0 2024: \$392,508.00

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, authorization to procure Oracle Cloud ERP & Implementation.

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 $\underline{24^{TH}}$ DAY OF MAY, 2022.

FLOZELL DANIELS CHAIRMAN BOARD OF COMMISSIONERS



STATE OF LOUISIANA Competitive Contract

Vendor: 310009886

Company MYTHICS INC

4525 MAIN ST STE 1500 VIRGINIA BEACH VA 23462-3375

Phone: 757-452-4749 Fax: 757-963-6198

Contract number: 4400022095

Description: ORACLE PRODUCTS AND SERVICES

SEBD Vendor: No SEHI Vendor: No VSE Vendor: No DVSE Vendor: No Contract Valid Dates: 05/27/2021 - 11/30/2023 T Number: 92990 Version: 1

LAPS Contract: Yes Fiscal Year: 2021

Min.Ord.Value: 0.00
Distributor Contract: No

PCard:No

Co-op Agreement:Yes

Buyer Information

Name: FELICIA SONNIER Tel Number: 225-342-8029 Email: felicia.sonnier@la.gov

Supplier Text: This contract is in accordance with the OMNIA Partners, Public Sector Master Agreement Number 180233-002 by and between Maricopa County, AZ and Mythics, Inc.

This contract is available for use by all State agencies and local government entities, public institutions of higher education, school districts and other governmental entities which are authorized by the State of Louisiana to utilize State contracts.

All purchase orders must reference both State Contract Number 4400022095 and OMNIA Partners, Public Section Master Agreement Number 180233-002.

Services accessed through this Contract by State Executive Branch Agencies is subject to the authority and prior approved of the State Chief Information Officer's Office.

Services procured through this Contract may require that the Agency enter into a Statement of Work; Transition Plan; and/or SLA with the Contractor.

It is the responsibility of the Agency procuring any Cloud Solution or services to ensure that the solution or service be tested, implemented, and maintained in compliance with the State's Information Security Policy that can be found at: http://www.doa.la.gov/Pages/ots/Information Security.aspx and/or with the Information Security Policy that is applicable to the respective Agency.

Primary Contact: John Iuliano; E-mail: Jluliano@mythics.com; Telephone: (757-452-4756

Notice to Vendor:

Recommending Approval:	Approved by: Schicia M.	Sonner

Contract number: 4400022095	Vendor: 310009886	Page
T Number: 92990	Distributor Contract: NO	2 of 4

Line	Material No.	Description	Prod. Cat.	UOM	Net Price	Discount
	Supplier Part No.					
1		Oracle Products & Services	43231500		0.00000	
		In accordance with the Participating Addendum between the State of Louisiana and Mythics, Inc. which authorizes and governs the State of Louisiana's participation in the OMNIA cooperative purchasing opportunity for Oracle Products and Services based on Contract Number 180233-002 by and between Maricopa County, AZ and Mythics, Inc.				

Contract number: 4400022095	Vendor: 310009886	Page
T Number: 92990	Distributor Contract: NO	3 of 4

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).
- 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.
- 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 DISIBILITIES 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: 4400022095	Vendor: 310009886	Page
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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.

OMNIA Partners, Public Sector Participating Addendum Regarding Master Agreement Number 180233-002 by and between Maricopa County, AZ and Mythics, Inc. for Oracle Products and Services

State of Louisiana Participating Addendum: Specific Terms and Conditions State of Louisiana Contract Number 4400022095

1. Party Definitions

For purposes of this Participating Addendum, "State" shall be understood to refer to the State of Louisiana, including its authorized purchasing units, as well as the Office of State Procurement ("OSP"); "Contractor" shall be understood to refer to Mythics, Inc. principally located at 4525 Main Street, Suite 1500, Virginia Beach, VA 23462. "OMNIA" shall be understood to refer to OMNIA Partners, Public Sector, formerly known as U.S. Communities.

2. Scope

This Participating Addendum authorizes and governs the State of Louisiana's participation in the OMNIA cooperative purchasing opportunity for Oracle Products and Services based on Contract Number 180233-002 by and between Maricopa County, AZ and Mythics, Inc. Upon execution of this Participating Addendum, all State agencies and local government entities, public institutions of higher education, school districts and other government entities which are authorized by the State of Louisiana to utilize State contracts will be potential users.

The State of Louisiana, Office of State Procurement, reserves the right to narrow or expand the categories of goods and/or services available to be prospectively offered through this Participating Addendum and State Contract Number 4400022095, at its sole discretion, by amendment and/or unilateral written notification to the Contractor, at any time. The State may elect to make the categories of goods and/or services available through this Participating Addendum and State Contract Number 4400022095 to be more restrictive than set forth in Master Agreement Number 180233-002 by and between Maricopa County, AZ and Mythics, Inc.

Exclusions: N/A

Inclusions: All authorized elements of Master Agreement Number 180233-002 not herein excluded.

3. Governing Law

This Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095 shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095 shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of

Louisiana, or, in the absence of jurisdiction, the United States District Court for the Middle District of Louisiana.

4. Order of Precedence

In the event of conflict among the following documents, the order of precedence shall be as follows:

- **A.** This Participating Addendum: State of Louisiana Specific Terms and Conditions that are incorporated in and made a part of Maricopa County, AZ's Master Agreement Number 180233-002 with Mythics, Inc., made available through OMNIA; provided, however that the Oracle Standard Terms and Conditions (as described in Master Agreement Number 180233-002) shall prevail in all cases where pertaining to the provision and/or use of the Oracle products and services.
- B. Master Agreement Number 180233-002 by Maricopa County, AZ
- C. Any service agreement in effect by and between Mythics, Inc. and a Using Agency

5. A. Contract Period

The term of this Participating Addendum and State Contract Number 4400022095 shall be effective upon the date of final execution below (the "Effective Date") by the State of Louisiana through November 30, 2023, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. This Participating Addendum and State Contract Number 4400022095 may be extended in accordance with the terms and conditions of the Master Agreement.

6. Cooperative Purchasing

Use of specific cooperative contracts by State agencies, political subdivisions and other entities authorized by the State of Louisiana's statutes to use State contracts are subject to the prior approval of the State of Louisiana's Chief Procurement Officer. Issues of eligibility for participation in the State's program including but not limited to questions of interpretation of governing laws and policies, are solely within the authority of the State Chief Procurement Officer.

7. Termination

A. The State of Louisiana has the right to terminate this Participating Addendum, State Contract Number 4400022095, 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) abusive or belligerent conduct by the Contractor towards an employee or agent of the State of Louisiana; (d) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (e) any listed reason for debarment under La. R.S. 39:1672;.

B. Termination for Convenience

The State of Louisiana may terminate this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095 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.

C. Termination for Cause

The State may terminate this Participating Addendum or State Contract Number 4400022095 for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Participating Addendum, or State Contract Number 4400022095 provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Participating Addendum or State Contract Number 4400022095 shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Participating Addendum or State Contract Number 4400022095 provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

A using agency may terminate its cloud services order for cause as detailed under Exhibit D Oracle Cloud Services Terms under Contract Number 180233-002 and included below for reference. References to "You" shall mean the using agency that ordered the Oracle Cloud Services.

If Oracle, the Contractor, or You breach a material term of Your order, including the Cloud STCs, and fails to correct the breach within 30 days of written specification of the breach, then a no breaching party may terminate the order under which the breach has occurred. If Contractor terminates the order as specified in the preceding sentence, You must pay within thirty (30) days all amounts that have accrued prior to such termination, as well as sums remaining unpaid for the Services under such order plus related taxes and expenses. Except for nonpayment of fees, the no breaching parties may agree in their sole discretion to extend the thirty (30) day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under Your order or Your contract (including the Cloud STCs) with Contract, You may not use those Services ordered.

D. Termination for Non-Appropriation of Funds

The continuation of this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095 is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095, 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 this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095; this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095 shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. Termination for Non-Appropriation will not relieve the State or an agency from the obligation to pay for any outstanding orders entered into by the State or agency prior to the non-appropriation of funds, unless otherwise stated at the order level.

The Contractor should be aware that the State's legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

8. Default by Contractor

Failure to provide goods and services within the time frame(s) and according to the other terms and conditions specified in this Participating Addendum and State Contract Number 4400022095 constitutes a default by the Contractor and may cause cancellation of this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095. Where the State has determined the Contractor to be in default, the State reserves the right to purchase any or all products or services covered by this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095 on the open market, and to charge the Contractor an amount equivalent to ten percent (10%) of the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting Contractor will be considered. In order to exercise this provision, the using agency and the Office of State Procurement must verify that the using agency's product requirements were compared to alternative, similar products available through the Contractor and that no substitute acceptable to the purchasing agency was available for the same or lower price. Termination for Default will not relieve the State or an agency within the State from obligation to pay for products shipped or services performed prior to the termination if the products and/or services were ordered by the State.

9. Permits, Licenses, and Laws

The contractor shall furnish all necessary permits, licenses, and certificates and comply with all laws or ordinances applicable to the State of Louisiana and the locality in which work is to be performed pursuant to this Participating Addendum.

10. Indemnity

The Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measures, to indemnify, and hold harmless, the State, its officers, its agents and its employees from and against all third party claims and actions for bodily injury, death or tangible personal property damages, or negligence by Contractor. However, the Contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising entirely out of the fault of the State, its officers, its agents or its employees. For the avoidance of doubt, this section only applies to Mythics professional services.

Nothing in this Participating Addendum and State Contract Number 4400022095 shall be construed to prevent Contractor from seeking contribution from any other party believed to be responsible in any capacity for or suspected to be at fault in causing any claims or actions for which damages are

sought or for which damages may have been paid.

11. Non-Exclusivity

This Participating Addendum and State Contract Number 4400022095 are non-exclusive and shall not in any way preclude State agencies or political subdivisions of the State of Louisiana 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.

12. Pricing

Except to the extent that this Participating Addendum, other contract documents, or offerings by the Contractor offer more favorable pricing, the pricing of all goods and services to be provided through this Participating Addendum and State Contract Number 4400022095 shall be as set forth in Master Agreement Number 180233-002 by Maricopa County, AZ, including any attachments.

13. Taxes

State agencies are exempt from all state and local sales and use taxes. It shall be assumed that all pricing is inclusive of all other applicable taxes and fees.

14. Right to Audit

The State of Louisiana Legislative Auditor, Federal Auditors, and Internal Auditors of the Louisiana Division of Administration (DOA), or others designated by the DOA, shall have the option to audit all Contractor accounts directly pertaining to this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095 for a period of five (5) years from the date of the last payment made under this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095 or as required by applicable State and Federal Law. Records shall be made available by the Contractor during normal working hours for this purpose. For the avoidance of doubt, this section only applies to Mythics, Inc. as Contractor.

15. Record Retention

The Contractor shall maintain all records in relation to this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095, for a period of at least five (5) years after final payment.

16. Insurance Requirements

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, in accordance with **Attachment 2: Insurance Requirements for Contractors** of this Participating Addendum. The Contractor shall maintain the insurance for the full term of this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095. Failure to comply shall be grounds for termination of this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095.

17. Training

A. The Contractor's employees and/or authorized subcontractors who will be directly involved in supplying goods and services to the State shall be fully educated and trained by the Contractor

regarding the terms and conditions of this Participating Addendum and State Contract Number 4400022095.

18. Electronic Vendor Payment Solutions

The State desires to make payments electronically. The methods of payment may be via the State's LaCarte card (procurement card) or EFT payments sent directly from the State's bank directly to the payee's bank. See **Attachment 1: Electronic Vendor Payment Solutions** of this Participating Addendum for additional information regarding electronic payment methods.

19. Administrative Fee or Rebates

The Contractor shall pay a one percent (1%) administrative fee or rebate to the State of Louisiana, Office of State Procurement (OSP) in exchange for the management and facilitation of State Contract Number 4400022095. 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 through State Contract Number 4400022095. 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 this Participating Addendum and State Contract Number 4400022095.

The check is to be made payable to: Louisiana DOA-Office of State Procurement. The check is to be mailed to the Office of State Procurement, Attn: OSP Receivables Specialist, either through the U.S. Postal Service to OSP's box at: P. O. Box 94095, Baton Rouge, LA 70804-9095; or through a courier service to OSP's physical location at: 1201 North 3rd Street, Suite 2-160, Baton Rouge, LA 70802. Payment shall be made in accordance with the following schedule:

<u>Quarter</u>	Payment Period	Payment Due Date
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 STATE CONTRACT NUMBER 4400022095 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.

20. Usage Reports

Contractor shall submit detailed contract usage reports **quarterly** to the State Procurement Analyst (SPA) for State Contract Number 4400022095 in accordance with the schedule below. 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 State Contract Number 4400022095.

The specific usage report content, scope, and format requirements are available on the OSP website under Purchasing/Vendor Center/Vendor Forms:

http://www.doa.la.gov/pages/osp/vendorcenter/forms/index.aspx. In addition, the person's name who compiled the report and their contact information shall be provided. OSP reserves the right to request copies of any purchase orders issued against State Contract Number 4400022095. The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by OSP.

The schedule for submittal of usage reports is as follows:

Quarter	Reporting Period	Due Date
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

21. Modifications

No amendment or modification of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

22. Amendments

Any further Amendments to the products and implementation services being offered under Exhibit A of the Master Agreement, Contract Number 180233-002 after the Effective Date of this Participating Addendum that have been approved by Maricopa County, AZ will not be applicable to this Participating Addendum and will not be valid unless made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Louisiana. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

23. Assignment

The Contractor shall not assign any interest in this Participating Addendum or State Contract Number 4400022095 by assignment, transfer or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

24. <u>Late Payments</u>

Interest due by a State agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

25. Contract Controversies

Any claim or controversy arising out of this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095, shall be resolved by the provisions of Louisiana Revised Statute 39:1671 - 1673.

26. Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095. The Contractor agrees to immediately notify the State of Louisiana if potential violations of the Code of Governmental Ethics arise at any time during the term of this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095.

27. Contractor's Cooperation/Close-Out

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095 is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

28. Louisiana Pricing Schedule ("LAPS") Contract

State Contract Number 4400022095 has been designated as a Louisiana Pricing Schedule ("LAPS") contract and LAC 34.V.1709 must be followed by Louisiana purchasing entities utilizing State Contract Number 4400022095.

29. Public Information

For the purposes of this Participating Addendum, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect.

30. Confidentiality of State Records

Subject to applicable laws, including but not limited to those related to Public Records, the Contractor agrees to protect the State's sensitive information. The Contractor shall not disclose the confidential information of the State, its employees or the populations it serves to any third parties, unless the State has granted prior written approval for the Contractor to do so, or unless such information is determined by the State to be a public record subject to the Public Records Act, La. R.S. 44:1, *et seq.* Upon the conclusion or termination of this Participating Addendum and State Contract Number 4400022095, the Contractor shall immediately turn over all original records which might contain sensitive information to the State agency for/from whom such records were generated. For the avoidance of doubt, Confidential Information residing in the Oracle Cloud Services listed in an order shall solely be governed by the Oracle Terms incorporated within Contract Number 180233-002.

31. Confidentiality of Contractor Records:

Subject to applicable laws, including but not limited to those related to Public Records, the State agrees to protect the Contractor's sensitive information. The State shall not disclose the proprietary and confidential information of the Contractor and its affiliates to any third parties, unless such information is determined to be a public record subject to the Public Records Act, La. R.S. 44:1, et seq. In no event shall the provisions of this section be construed to take precedence over either Public Records requirements or Audit requirements, as provided for by law.

33. Contractor's Certification of No Federal Suspension or Debarment

By signing this Participating Addendum, the Contractor certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at https://www.sam.gov.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

34. Secretary of State Registration Requirement

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

35. Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R.S. 39:1602.1, for any contracts with a value of \$100,000 or more and for any Contractor with five (5) or more employees, the Contractor or any Subcontractor certifies that it is not engaging in a boycott of Israel and it shall, for the duration of its contractual obligations, refrain from a boycott of Israel.

The State reserves the right to terminate this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095, if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095.

36. Cybersecurity Training

- A. In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services. For avoidance of doubt, Oracle is not considered a subcontractor for purposes of this Agreement.
- B. For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited

to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

37. Primary Contacts

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Mythics, Inc.

111 tilles, lile.	
Name	Deonte J. Watters, CCMAP
Title	Vice President of Contracts
Address	4525 Main Street, Suite 1500, Virginia Beach, VA 23462
Telephone	757-233-4275
Fax	757-412-1060
E-mail	Dwatters@mythics.com

State of Louisiana

Name	Felicia M. Sonnier, CPPB	
Title	Assistant Director of State Procurement	
Address	P.O. Box 94095, Baton Rouge, LA 70804	
Telephone	225-342-8029	
Fax	225-342-9756	
E-mail	felicia.sonnier@la.gov	

The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

38. Signature Authority

Evidence of signature authority to contract with the state of Louisiana must be provided. One of the following must apply to the Contractor:

- a) The signer of this Participating Addendum is either a corporate officer who is listed on the most current annual report on file with the Secretary of State <u>or</u> a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. A copy of the annual report or partnership record must be submitted to the Louisiana Office of State Procurement before finalization of this Participating Addendum.
- b) The signer of this Participating Addendum is a representative of the Contractor authorized to sign this Participating Addendum as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. If this applies a copy of the resolution, certification or other supportive documents must be submitted to the Louisiana Office of State Procurement before finalization of this Participating Addendum.

- c) The Contractor has filed with the Secretary of State an affidavit <u>or</u> resolution <u>or</u> other acknowledged/authentic document indicating that the signer is authorized to sign this Participating Addendum. A copy of the applicable document must be submitted to the Office of State Procurement before finalization of this Participating Addendum.
- d) The signer of this Participating Addendum has been designated by the Contractor as authorized to sign this Participating Addendum on the Contractor's vendor registration on file with the Louisiana Office of State Procurement.

39. Authorized Distributors

In order to be added to State Contract Number 4400022095 as an Authorized Distributor, the distributor must meet the following requirements:

- a) Be approved and added to the Contractor's Approved Distributor Listing;
- b) Be enrolled in the State of Louisiana LaGov Vendor System;
- c) Be registered and in good standing with the Louisiana Secretary of State's office;
- d) Have no suspensions or debarments listed on the General Services Administration's website (www.sam.gov)

40. Complete Agreement

This, and by reference the documents in the Order of Precedence, is the complete agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Participating Addendum. This Participating Addendum is entered into with neither party relying on any statement or representation made by the other party not embodied in this Participating Addendum and there are no other agreements or understandings changing or modifying the terms.

The undersigned representative of the State of Louisiana hereby agrees, on behalf of the State of Louisiana to comply with the general terms and conditions set forth in the Master Agreement through OMNIA. Copies of Participating Addenda and any amendments thereto will be provided to OMNIA to facilitate use by Participating Public Agencies.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by all parties below.

Participating State: State of Louisiana	Contractor: Mythics, Inc.
Signature: Paula Traga	Signature:
Name: Paula Tregre	Name:
	Deonte J. Watters, CCMAP
Title: Director of State Procurement	Title:
	Vice President, Contracts
Date: 5/27/2021	Date:
3/21/2021	5/27/2021

Attachment 1: Electronic Vendor Payment Solutions

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors may choose to receive electronic payment for all other payments by Electronic Funds Transfer (EFT). If you do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card or EFT. You may indicate your acceptance below.

The <u>LaCarte</u> Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

<u>EFT</u> payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at: <u>DOA-OSRAP-EFT@la.gov</u>

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

Payment Type	Will Accept	Already enrolled		
LaCarte				
EFT	<u>×</u>			
Deonte J. Wa Printed Name o	f Individual Aut	horized	5/27/2021	
Authorized Sign	nature for payme	ent type chosen	Date	
dwatters@myt		er of authorized individual		

Attachment 2: Insurance Requirements for Contractors

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

4. Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable.

5. **Professional Liability (Errors and Omissions)**

Professional Liability (Errors & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000 per claim. Claims-made coverage is acceptable.

B. <u>DEDUCTIBLES AND SELF-INSURED RETENTIONS</u>

Any deductibles or self-insured retentions shall be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- 1. Commercial General Liability and Automobile Liability Coverages
 - a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. All policies must be endorsed to require 30-days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

- All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
- 2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

- Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
- 2. The Certificate Holder shall be listed as follows:

State of Louisiana
Office of State Procurement, Its Officers, Agents, Employees and Volunteers
1201 N. 3rd St., Suite 2-160, Claiborne Building
Baton Rouge, LA 70802

Contract Number: 4400022095

- 3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
- 4. Upon failure of the Contractor to furnish, deliver and maintain such insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies <u>OR</u> shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its Departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its Departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its Departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

New Orleans Regional Transit Authority



Board Report and Staff Summary

File #: 22-083	Board of Commissioners	·
Various Insurance Coverages		
DESCRIPTION: Renewal of various policy period 2022-2023		AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ⊠ Approval	□ Review Comment □ Inf	ormation Only

RECOMMENDATION:

Authorize the Chief Executive Officer to proceed with the renewal of specified insurance coverages for the policy period 6/1/22-6/1/23.

ISSUE/BACKGROUND:

RTA annually renews a group of various insurance coverages on June 1st. These include Overhead Catenary Systems ["OCS"], Property/Excess Property, Public Entity/Employment Practices Liability, Crime, and Flood. The policies are marketed and placed by the RTA insurance broker of record, The Kennedy Financial Group of Louisiana, Inc., and provide optimal coverage at the most competitive cost.

DISCUSSION:

It is necessary that RTA proceed with the renewal of these insurance coverages through the RTA broker of record, The Kennedy Financial Group of Louisiana, Inc., on a timely basis:

Overhead Catenary Coverage ["OCS"]: Total Insured Value of \$29,060,797, covering all catenary lines in the RTA streetcar system, including wires and poles. Total limits: \$5M.

Property/Excess Property: Total Insured Value of \$111,146,093, extending to thirteen (13) locations, inclusive of buildings and contents, and corollary structures (station stops, substations, etc.).

Public Entity/Employment Practices Liability: \$5M per wrongful act, covering public officials/employees for errors or omissions in duty.

Crime: \$1M/\$500,000 limits, covering forgery and alteration, on-premises/off-premises theft and burglary, computer fraud, funds transfer fraud, and related financial crime.

Flood: Thirteen (13) locations. Limits of \$500,000 per building, with exception of chassis wash and guard shack at ENO.

Details of the respective coverages can be found in the Resolution and associated attachments.

For comparative purposes, the total cost for these respective coverages for the policy period 2021-2022 was \$1,290,548.05. With changes in market conditions, the total cost for the same coverages for the policy period 2022-2023 is \$1,648,748.61, yielding an increase of \$358,200.56 from last year

File #: 22-083

Board of Commissioners

(approximately 28%). This increase is directly attributable to a challenging property insurance market, particularly in Southeast Louisiana, which has recently experienced significant losses due to multiple catastrophic storms.

FINANCIAL IMPACT:

\$1,648,748.61

Funds for these contracts are available from the RTA Operational budget. (See attachments for details.)

NEXT STEPS:

Proceed with the renewal of insurance coverages as indicated above.

ATTACHMENTS:

- Resolution for Contract Award of Various Insurance Coverages
- RTA Comparison Spreadsheet: 6/1/22-2023 Insurance: Expiring versus Renewal
- Marketing Summary Report Property
- Marketing Summary Report OCS
- RTA Wright National Flood Renewal 2022-2023
- Award Routing Sheets

Prepared By: Marc Popkin Title: Risk Analyst

Reviewed By: Gizelle Banks

Title: Chief Financial Officer

Reviewed By: Mark Major

Title: Deputy CEO/Finance and Administration

File #: 22-083 Board of Commissioners

5/19/2022

Alex Wiggins Chief Executive Officer

W1. Wy

Date





504.827.8300

www.norta.com

RESOLUTION NO.	
STATE OF LOUISIANA	
PARISH OF ORLEANS	

RESOLUTION FOR RENEWAL OF VARIOUS INSURANCE COVERAGES FOR POLICY PERIOD JUNE 1, 2022 TO JUNE 1, 2023

Inter-desert	1	C	
Introduced	by	Commissioner	
seconded by Commissione	r		

WHEREAS, the Board of Commissioners of the Regional Transit Authority (RTA) has considered the matter of contract award for renewal of various insurance coverages to several different firms; and

WHEREAS, the RTA insurance broker, The Kennedy Financial Group of Louisiana, Inc., and staff received and reviewed offers to provide the specific insurance coverage (s) required and based upon that review determined that the selected insurer(s) would provide the coverage at a fair and reasonable price; and

WHEREAS, based upon broker and staff recommendations, the Board of Commissioners has selected Axis, GenStar, SRU, Canopius, Beazley, Westchester, Sompo, Evanston (Markel), Core, Great Lakes (Rivington), Hallmark Specialty, Arch, James River, Velocity, Arrowhead, AXA (XL), CNA (B&M), Wright National, AIG Specialty, National Union Fire Insurance, Starr, and RSUI; and

WHEREAS, funds for these contract(s) are available from the operational budget.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority that the Chairman of the Board, or his designee, is authorized to execute contract(s) with the below companies for the type and coverage noted at the listed price:

Type and Coverage	Company	2022-2023 Premium
Overhead Catenary Coverage [OCS] \$29,060,797 TIV	Markel, Starr, RSUI	\$370,477.36
Property/Excess Property \$111,146,093 TIV	Axis, GenStar, SRU, Beazley, Canopius, Westchester - first layer; Sompo, Evanston (Markel), Core, Great Lakes (Rivington), Hallmark Specialty, Arch, James River, Velocity, Arrowhead, AXA (XL), CNA (B&M) - additional layers	\$1,128,270.66
Public Officials/Employees Liability \$5,000,000 per wrongful act	AIG Specialty	\$104,123.39
Crime Employee Theft \$1M Forgery/Alteration \$1M On Premises Theft \$500K On Premises Burglary \$500K Outside Premises \$500K Computer Fraud \$1M Funds Transfer Fraud \$1M Money Orders & Counterfeit Paper Currency \$1M	National Union Fire Insurance Company	\$7009.20
Flood \$500,000 per building (except for Chassis Wash and Guard Shack); Various coverage on contents	Wright National	\$38,868.00
	TOTAL	\$1,648,748.61

RESOLUTION NO PAGE THREE	
THE FOREGOING WAS READOPTION THEREOF AND RESULT	AD IN FULL, THE ROLL WAS CALLED ON THE EED AS FOLLOWS:
YEAS	
NAYS	·
ABST	AIN: NT:
AND THE RESOLUTION WAS	ADOPTED ON THE <u>24th</u> DAY OF <u>MAY</u> , 2022.
FLO	OZELL DANIELS, JR.
	CHAIRMAN

RTA BOARD OF COMMISSIONERS

REGIONAL TRANSIT AUTHORITY 6/1/2022-2023 INSURANCE EXPIRING VERSUS RENEWAL

		6.1.2021-2022 E	xpiring Progran	n		6.1.2022-2023 I	Renewal Progran	1
Coverage	Company	Limits/Exposure	Premium	Deductible	Company	Limits/Exposure	Premium	Deductible
Property *	Primary \$10m Axis, Hiscox (Lloyds), Beazley, Canopius	Total Insured Value: \$111,146,093 Flood/Earth Movement \$30,000,000 Sublimit Extra Expense - \$1M	\$402,047.33	\$25,000 ea. Occ. Except: Flood in Special Flood Hazard Areas above NFIP maximum, whether purchased or not, subject to \$100,000 as respects Time Element. Flood In All Other Locations \$50,000 per occurrence. Named Storm 2% of 100% value per unit of insurance, subject to a combined minimum of \$100,000	Primary \$10m GenStar, SRU, Canopius, Axis, Beazley, Westchester	Total Insured Value: \$111,146,093 Flood/Earth Movement \$30,000,000 Sublimit Extra Expense - \$1M	\$735,450.40	\$25,000 ea. Occ. Except: Flood in Special Flood Hazard Areas above NFIP maximum, whether purchased or not, subject to \$100,000 as respects Time Element. Flood In All Other Locations \$50,000 per occurrence. Named Storm 3% of 100% value per unit of insurance, subject to a combined minimum of \$100,000
Excess Property	Westchester, Core, Aspen, Evanston (Markel), Great Lakes (Rivington), Endurance (Sompo), Hallmark Specialty, Arch, James River, Arrowhead.	Flood \$15,000,000 Sublimit	\$422,954.43 + 8,500.00 B&M + \$12,125.90 terrorism = \$443,580.33	Following primary	 Sompo, Evanston (Markel), Core, Great Lakes (Rivington), Hallmark Specialty, Arch, James River, Velocity, Arrowhead AXA (XL) terrorism CNA B&M	Flood \$15,000,000 Sublimit	\$371,066.26 + 9,172.00 B&M + \$12,582.00 terrorism = \$392,820.26	Following primary
Flood **	Wright Flood	Please refer to Flood Schedule – 13 policies	\$41,953.00		Wright Flood	Please refer to Flood Schedule – 13 policies	\$38,868.00	

^{*} See PROPERTY SCHEDULE OF VALUES

^{**} See FLOOD SCHEDULE

REGIONAL TRANSIT AUTHORITY 6/1/2022-2023 INSURANCE EXPIRING VERSUS RENEWAL

		6.1.2021-2022 Expir	ing Program				6.1.2022-2023 Renev	wal Program	
Coverage	Company	Limits/Exposure	Premium	Deductible	Co	ompany	Limits/Exposure	Premium	Deductible
Public Entity Errors & Omissions and Employment Practices Liability	AIG Specialty non admitted	\$5,000,000 Per Wrongful Act subject to \$5M Aggregate	\$105,405.71	\$100,000 Each Loss	AI	G Specialty on admitted	\$5,000,000 Per Wrongful Act subject to \$5,000,000 Aggregate	\$104,123.39	\$100,000 Each Loss
Crime	National Union admitted	Employee Theft \$1M Forgery/Alteration \$1M On Premises Theft \$500K On Prem Burglary \$500K Outside Premises \$500K Computer Fraud \$1M Funds Transfer Fraud \$1M Money Ords & Counterfeit Paper Currency \$1M	\$7,009.20	\$25,000 \$25,000 \$7,500 \$7,500 \$7,500 \$25,000 \$25,000		ational Union mitted	Employee Theft \$1M Forgery/Alteration \$1M On Premises Theft \$500K On Prem Burglary \$500K Outside Premises \$500K Computer Fraud \$1M Funds Transfer Fraud \$1M Money Ords & Counterfeit Paper Currency \$1M	\$7,009.20	\$25,000 \$25,000 \$7,500 \$7,500 \$7,500 \$25,000 \$25,000
OCS	Markel-admitted Starr-admitted RSUI (Landmark) non admitted	\$29,060,797 TIV \$5,000,000 \$3.5m p/o \$7m xs \$5m \$3.5m p/o \$7m xs \$5m Excludes flood	\$207,546.00 \$ 31,263.00 \$ 51,743.48 \$290,552.48	\$10,000 per occ \$50,000 earthquake NWS: 2% of the total values involved in the loss with a \$100k minimum	Sta RS	arkel-admitted arr-non admitted SUI (Landmark) n admitted	\$29,060,797 TIV \$5,000,000 \$3.5m p/o \$7m xs \$5m \$3.5m p/o \$7m xs \$5m Excludes flood	\$248,995.00 \$ 53,735.63 \$ 67,746.73 \$370,477.36	\$10,000 per occ \$50,000 earthquake NWS: 2% of the total values involved in the loss with a \$100k minimum
		Premium excluding Flood Flood Premium Total Renewal Premium	\$1,248,595.05 \$ 41,953.00 \$1,290,548.05				Premium excluding Flood Flood Premium Total Renewal Premium	\$1,609,880.61 \$ 38,868.00 \$1,648,748.61	





MARKETING SUMMARY REPORT – Property

Regional Transit Authority of Southeast Louisiana Amwins Broker: Jason Williams **Account Name:**

Retailer: Line Of Business: Property **BRK Insurance Group**

Effective Date: 6/1/2022		Retailer Contact: Kim Plescia
Market	Status	Comments
Allianz Global Corporate & Specialty	Declined	Allianz is Not looking to put 100% Louisiana risks on the books right now.
Allied World Assurance Company	Declined	AWAC would need 5% deductible for Named Storm and would be north of \$1.3M for the primary \$10,000,000
Amwins Global Risks	Pending	The Lloyd's marketplace would be starting at \$1.2M in the primary. They are not competitive any of the excess layers.
ARCH Insurance Group	Quoted	Arch quoted expiring capacity of 39.5% of the \$20,000,000 excess of \$30,000,000 at 22% rate/premium increase.
Arrowhead Insurance Risk Managers, LLC	Quoted	Arrowhead quoted expiring capacity of 100% of the TIV excess of \$50,000,000 at a roughly 18% rate/premium increase.
Aspen Insurance	Declined	Aspen isn't entertaining any risk right now south of Interstate 10.
AXA XL, a division of AXA	Pending	AXA Is looking at the excess positions.
AXA XL, a division of AXA	Quoted	AXA XL Terrorism quoted expiring capacity of 100% of the TIV for Terrorism only at a roughly 2% rate/premium increase.
AXIS Insurance	Quoted	Axis quoted 10% of the primary \$10,000,000 reducing their capacity from 25% at a roughly 85% rate/premium increase.
Beazley USA	Quoted	Beazley quoted expiring capacity of 25% of the primary \$10,000,000 at a roughly 2.5% rate/premium increase.
Berkshire Hathaway Specialty Insurance Company	Pending	Berkshire is looking at the primary \$10,000,000.
Canopius Underwriting Agency, Inc	Quoted	Canopius quoted expiring capacity of 20% of the primary \$10,000,000 at a 20% rate/premium increase.
Catalytic Risk Managers & Insurance Agency, LLC	Declined	Catalyic declined due to the age and location of the risk.
CNA	Declined	C.N.A. will entertain 100% Louisiana risk.
Core Specialty	Quoted	Pogo 1

Crum & Forster	Declined	Crum & Forster cannot support risks that are 100% Tier 1.
CuroTech Specialty Inc.	Declined	CuroTech doesn't have any capacity in the state of Louisiana.
Everest National Insurance Company	Pending	Is looking at the primary \$10,000,000.
	Indiantian	Constant indicated 200,000 for the primary \$10,000,000 for 150/ in conscitu
General Star	Indication	Genstar indicated 800,000 for the primary \$10,000,000 for 15% in capacity.
Global Excess Partners	Declined	GEP declined to the age and location of the risk.
Hallmark E&S	Quoted	Hallmark quoted expiring capacity of 12.5% of the \$40,000,000 excess of the primary \$10,000,000 at a 10% rate/premium increase.
Hudson Insurance Group	Declined	Hudson will not entertain this risk due to it being 100% CAT exposed.
Intact Insurance	Declined	Intact will not offer Named Storm coverage in Southeast Louisiana.
Ironshore	Pending	Is looking at the primary \$10,000,000.
James River Insurance Company	Quoted	James River quoted expiring capacity of 23% of the \$20,000,000 excess of \$30,000,000 at a 38% rate/premium increase.
Kemah Capital LLC	Declined	Kamah is north of \$1,500,000 for the primary \$10,000,000.
Markel	Quoted	Markel quoted expiring capacity of 17.5% of the \$20,000,000 excess of the primary \$10,000,000 at a 20% rate/premium increase.
Mitsui Sumitomo Insurance	Declined	Mitsui E and S can not entertain CAT exposed risks. They would need to exclude Tier 1 wind.
Munich Re America	Declined	Munich Re is not competitive from pricing stand point in any layer in the program.
Navigators Insurance Company	Declined	Navigators has a momtorium on new busines in south Louisiana.
Paragon Insurance Holdings, LLC	Pending	Paragon/Nationwide/Scottsdale Is looking at the \$20,000,000 excess of \$30,000,000.
ProSight Specialty Insurance	Pending	Prosight/Coaction Is looking at the \$20,000,000 excess of \$30,000,000.

Risk Specialists Companies Insurance Agency, Inc.	Pending	Lexington is looking at the primary \$10,000,000.
Risksmith Insurance Services	Quoted	Risksmith quoted 12.5% of the \$20,000,000 excess of \$10,000,000 at layer price of \$320,000. This is not competitive with the rest of the program.
Rivington Partners	Quoted	Rivington quoted expiring capacity of 12.5% of the \$40,000,000 excess of the primary \$10,000,000 at a 14% rate/premium increase.
RSUI	Pending	RSUI is looking at the excess layers.
Sompo International	Quoted	Sompo's expiring layer no longer worked for the internal Metrix. They have offered 25% of the \$20,000,000 excess of the primary \$10,000,000
SRU	Pending	SRU is looking at the \$20,000,000 excess of \$30,000,000 and the primary \$10,000,000.
Starr Technical Risks Agency, Inc.	Declined	Starr is not competitive in Louisiana these days. They would be triple the pricing we have in all layers.
Swiss Re	Pending	
Velocity Risk Underwriters, LLC	Indication	Velocity can do 12.5% of the \$20,000,000 excess of the \$30,000,000 for \$400,000 for the layer
Ventus Risk Management, Inc.	Declined	Ventus can't offer terms since Arch is an incumbent
Waypoint (AmRisc)	Declined	Waypoint will not be competitive with what is already on the table.
Westchester, A Chubb Company	Quoted	Westchester quoted expiring capacity of 15% of the primary \$30,000,000 at a 20% rate/premium increase.
Westfield Specialty Insurance Company	Pending	Westfield is looking at all layers.
Zurich North America	Pending	Zurich is looking at the primary \$10,000,000.



MARKETING SUMMARY - RTA - OCS

Market	Status	Comments
Allied World Assurance Company	Declined	Not able to offer NS coverage
Ascot Group	Pending	Underwriter feels pricing for primary is too low. They will not consider participating in the excess.
Berkley Fire & Marine Underwriters	Declined	Too much NS/Flood exposure
Berkshire Hathaway Specialty Insurance Company	Declined	Falls outside of appetite
Colony Specialty	Pending	Following up
Everest National Insurance Company	Declined	Unable to write class of business
Liberty Mutual Insurance	Declined	Does not fit current appetite
Markel	Quoted Primary	
RSUI	Quoted 3.5 p/o 7 x	5
Seneca	Declined	Unable to write class of business
Sompo International	Declined	Declined due to Flood exposure
Starr Companies	Quoted 3.5 p/o 7 x	5
Kinsale Insurance Company	Declined	Declined due to class of business

Regional Transit Authority

Wright National Flood Renewal 2022-2023

			***************************************	ionai Flood Kenewai	2022 2020				
Location	Property Description	Flood Zone & Program	Term	Policy Number	Insured Building	Insured Contents	Deductible	Expiring Premium	Renewal Premium
	1 1				Limit	Limit			
3901 Desire Pkwy NOLA 70126	Office Building	X Preferred	6/01/22-23	17115041833712	\$500,000	\$50,000	\$1,250	\$2,615	\$3,058
3900C Desire Pkwy NOLA 70126	Chassis Wash	X Preferred	6/11/22-23	17115043563512	\$250,000	\$50,000	\$1,250	\$2,036	\$2,376
3900A Desire Pkwy NOLA 70126	Maintenance Building	X Preferred	6/01/22-23	17115041833812	\$500,000	\$500,000	\$1,250	\$4,228	\$4,960
3900 Desire Pkwy NOLA 70126	Guard Shack	X Preferred	6/01/22-23	17115041833912	\$100,000	\$50,000	\$1,000	\$1,431	\$1,662
3900D Desire Pkwy NOLA 70126	Bus Wash	X Preferred	6/01/22-23	17115041834012	\$500,000	\$50,000	\$1,250	\$2,615	\$3,059
3900B Desire Pkwy NOLA 70126	Fueling Bldg	X Preferred	6/01/22-23	17115041834112	\$500,000	\$100,000	\$1,250	\$2,833	\$3,189
419 Napoleon Ave NOLA 70115	Barn Rear	X Preferred	6/01/22-23	17115041833512	\$500,000	\$200,000	\$1,250	\$3,240	\$2,006
419 Napoleon Ave NOLA 70115	Training School	X Preferred	6/01/22-23	17115041833612	\$500,000	\$50,000	\$1,250	\$2,615	\$1,674
8201 Willow St NOLA 70118	Streetcar Facility	X Preferred	6/01/22-23	17115041834212	\$500,000	\$500,000	\$1,250	\$4,228	\$4,348
2817 Canal St NOLA 70119	Office Building	X Preferred	6/01/22-23	17115140107806	\$500,000	\$500,000	\$1,250	\$4,228	\$2,618
2817A Canal St NOLA 70119	SIS Facility	X Preferred	6/01/22-23	17115140108106	\$500,000	\$500,000	\$1,250	\$4,228	\$3,215
2817B Canal St NOLA 70119	Tire Shop/ Bus Wash	X Preferred	6/01/22-23	17115140107906	\$500,000	\$250,000	\$1,250	\$3,428	\$3,193
2817C Canal St NOLA 70119	Vault/Fuel Bldg	X Preferred	6/01/22-23	17115140108006	\$500,000	\$500,000	\$1,250	\$4,228	\$3,510
Total Premium								\$41,953	\$38,868

Prepared by BRK Insurance Group, LLC



Regional Transit Authority Award Routing Sheet

INSTRUCTION: The user department is responsible for providing all information requested below and securing the requisite signatures. Attachments should be prepared in accordance with the RTA Procurement Policy and Procedure Manual.

Attachments

	(*	Indicates required in	tems)		
	Solicitation Request Routing Sheet*		Cost	or Price Analysis	
	Administrative Review Form*		Single	Bidder Justifica	tion
	List of Responding Teams w/ subs (DBE))*	Other		
A.	I have reviewed this form and the attachm below stated Department Representative to	•			•
Ma	arc Popkin	Risk Ana	alyst		8395
Na	ime	Title		· ·	Ext.
1	Marka Marie		5-1	17-2022	
De	partment Head Signature		Date		15
В.	Name of Project, Service or Product:	VARIOUS	IN	SURANCE	COVERAGES:
	PROPERTY/EXCESS PROPERTY; PU	BLIC ENTITY	E&O C	RIME; OVER	HEAD CATENARY
	<u>"OCS"</u>				
C.	Solicitation Method: IFB	RFQ	RFP	X SS	TWO-STEP
D.	Date of Solicitation Advertisements: FRO	М		то	,
E.	Collection Deadline:				
F.	Number of Responding Firms:50				
G.	List of Teams Deemed Non-Responsive (I	Please provide re	eason in par	renthesis):	
RT	A General Counsel		Date		
H.	List of Responding Teams by Technical E	valuation Comm	nittee Ranki	ing (Please prov	vide Price/Bid amount
	in parenthesis if applicable):				



MEMBER	TITLE
Kennedy Financial Group	RTA Insurance Broker
J. Selection Criteria (RFQ and RFP only):	Value:
Selection made on lowest responsive proposals	
K. Technical Evaluation Committee Recommendatio	on for Contract Award:
 K. Technical Evaluation Committee Recommendation Kennedy Financial Group that will serve as administration Firm Name L. Authorizations 	ator of policies. % \$
Kennedy Financial Group that will serve as administra Firm Name	ator of policies. % \$
Kennedy Financial Group that will serve as administration Firm Name L. Authorizations	DBE Commitment Price/Bid Amor
Kennedy Financial Group that will serve as administration Name L. Authorizations Director of Grants/ Federal Compliance	Date Date 96 S Price/Bid Amore
Kennedy Financial Group that will serve as administrations L. Authorizations Director of Grants/ Federal Compliance DBEVEEO Compliance Manager	Date Date Date Date
Kennedy Financial Group that will serve as administrations L. Authorizations Director of Grants/ Federal Compliance DBE/EEO Compliance Manager Department Head Man A Mayor	Date $ \begin{array}{c c} \hline Date \\ Date \\ \hline Date \\ Date$
Kennedy Financial Group that will serve as administrations L. Authorizations Director of Grants/ Federal Compliance DBE/EEO Compliance Manager Department Head Division Manager Director of Procurement	Date $ \begin{array}{c c} \hline Date \\ Date \\ \hline Date \\ Date$



Regional Transit Authority Award Routing Sheet

INSTRUCTION: The user department is responsible for providing all information requested below and securing the requisite signatures. Attachments should be prepared in accordance with the RTA Procurement Policy and Procedure Manual.

Attachments

(*Ir	ndicates required ite	ms)			
Solicitation Request Routing Sheet*			Cost or Price Analysis		
Administrative Review Form* List of Responding Teams w/ subs (DBE)*		Single Bidder Justification Other:			
					A. I have reviewed this form and the attachme below stated Department Representative to
Marc Popkin Risk Ana				8395	
Name	Title			Ext.	
Mark a. more	_	_5	-17-20	122	
Department Head Signature		Date			
B. Name of Project, Service or Product:	VARIOUS IN	SURANC	E COVERAC	GES: FLOOD only	
C. Solicitation Method: IFB	RFQ	RFP	<u>X</u> SS	TWO-STEP	
D. Date of Solicitation Advertisements: FROM	Л		то		
E. Collection Deadline:					
F. Number of Responding Firms:1 (W	RIGHT NATIO	NAL FLO	OOD)		
G. List of Teams Deemed Non-Responsive (Pl	lease provide rea	son in pa	renthesis):		
• ` `	•		,		
	*				
RTA General Counsel	_	Date			
H. List of Responding Teams by Technical Eva	aluation Commi	ttee Rank	ing (Please pro	ovide Price/Bid an	
in parenthesis if applicable):					



I. Members of Technical Evaluation Committee (RFQ a	and RFP only):		
MEMBER	TITLE		
Kennedy Financial Group	RTA Insurance Broker		
J. Selection Criteria (RFQ and RFP only):	Value:		
Wright National is the FEMA-approved NFIP carrier, and flood coverage.	is the industry standard for primary commercial		
K. Technical Evaluation Committee Recommendation fo Kennedy Financial Group that will serve as administrator Firm Name			
L. Authorizations	a) A		
Director of Grants/ Federal Compliance	Date 5-17-2022		
DBE/EEO Compliance Manager	Date a A		
Department Head Mark a Major	Date 5-17-2022		
Division Manager Suplust	Date 5/18/27		
Sangelle Johnson Banks (M			
Chief Financial Officer	Date 5-18-33		
General Manager	Date		