

16115690

11-20-2020

Phone

(504)248-3900

Address

2817 Canal Street

City New Orlians - State LA - Zip

70119

#### UNIFORM PRICING:

Material #	Description	Rental Freq.	Inventory	Unit Price
X259	PRO KNIT NG - Rental		ANY	0.239
X270	CARGO PANT - Rental	11	ANY	0.229
X275	Polo	11	ANY	0.355
X330	COTTON WORK SHIRT - Rental		ANY	0.217
X340	COTTON WORK PANTS - Rental		ANY	0.312
X371	FR CARHARTT WORK PNT - Rental		ANY	0.434
X374	CINTAS OXFORD - Rental		ANY	0.244
X390	WOMENS PANT SUSAN - Rental		ANY	0.230
X395	WOMENS PANT CATHY - Rental		ANY	0.308
X59935	UF SHIRT REFL TRIM - Rental		ANY	0.249
X59970	PRM LND JKT - Rental	1	ANY	0.571
X64308	FR BLEND SH W/REFL - Rental		ANY	0.784
X66528	Dress Shirt OXFORD	1	ANY	0.248
X865	PLEATED PANT - Rental		ANY	0.249
X874	LAB COAT/WHITE W/POC - Rental		ANY	0.429
X912	Coverali	1	ANY	0.438
X935	COMEORT SHIRT - Rental		ANY	0.148
X945	COMFORT PANT - Rental		ANY	0.166
X970	HIP LENGTH JKT - Rental		ANY	0.363
		4		C-D

#### **EMBLEM PRICING:**

Material #	Description	Rental Freq.	Inventory	Unit Price	
			ļ		
FACILITY SEF	RVICES PRODUCTS PRICING:				
Material #	Description	Rental Freq.	Inventory	Unit Price	

Material #	Description	Rental Freq.	Inventory	Unit Price	
X10184	3X5 ACTIVE SCRAPER - Rental	1	ANY		
X10189	3X5 XTRAC MAT ONYX - Rental	1 1 9	ANY	3.500	
X10192	4X6 XTRAC MAT ONYX - Rental	1	ANY	4.500	
X2160	SM SHOP TWL-RED - Rental	11	ANY	0.073	
X2477	3X5 SCRAPER MAT - Rental	1	ANY	1,422	
X2590	"36"" DUST MOP - Rental	1	ANY	1.117	
X2964	STRIPE SWIPE TOWEL - Rental	1	ANY	0.204	
X5471	4x6 Local Pride Mat	1	ANY	3.920	
X5718	WIPER STAND - Rental	1	ANY	0.257	
X6519	AUTO FLUSH SERVICE - Rental	4	ANY	2.09	
X6913	24 oz Mop	1	ANY	1.313	
X8000	LOCKER 8 COMP HANGER - Rental	1	ANY	2.269	
X8004	LAUNDRY LOCK UP - Rental	1	ANY	1,568	
X84015	3X10 RED MAT - Rental	111	ANY	5.010	
X84035	3X10 BLACK MAT - Rental	1	ANY	3.837	
X84135	2X3 BLACK MAT - Rental	1	ANY	1.500	
X84301	3X5 LOGO MAT - Rental	1	ANY	1.819	
X84335	3X5 BLACK MAT - Rental	1	ANY	1.819	
X84435	4x6 Black Mat	1	ANY	2.875	
X9024	CPULL DSP WHITE - Rental	11	ANY D		
X9025	Center Pull Refill	2	ANY	7.413	
			L.	4	



Material #	Description	Rental Freq.	Inventory	Unit Price
X9312	1000 MOISTURE SP SVC - Rental	1	ANY	2,446
X9480	ROLL HVY DUTY WJPER - Rental	1	ANY	37.000
X9540	ZEP CHERRY BOMB 1000ML - Rental	1	ANY	0.000
X9541	1000 HD CHERRY SVC - Rental	1	ANY	4,395
X9680	BOX HVY DUTY WIPER - Rental	1	ANY	9.673
X9980	Sanis Dispenser	1	ANY	0.000
x2570	"24"" Dust Mop"	1	ANY	0.750
x84302	3x5 Safety Mat	1	ANY	1.819
x84801	7x Logo Mat	1	ANY	10.168

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The a	dditional charges	listed below are subject to	adjustment by Compa	y effective upon notice to	Customer, wh	ich notice may be in the	form of
an inv	oice.	5					
COD	Terms	\$pe	er week charge for delag	yed payment ( if Amount [	Due is Carried t	Following Week)	
Credi	Terms - Charge	Payments due 10 Days A	fter End of Month				
Auton	natic Lost Replace	ement Charge: Material	X2964	% of Inventory	3.000:5	2.830 EA.	
Auton	natic Lost Replace	ement Charge; Malerial		% of Inventory		EA.	
Make	-Up charge	\$ 1.950 per	garment.				
Non-S	Standard/Special (	Cut Garment (l.e., non-sta	ndard, non-stocked unu	sually small or large sizes	s, unusually sho	rt or long sleeve or leng	th, etc.)
ргеті	um \$ <u>0.150</u>	per garment	4				
Artwo	rk Charge for Log	o Mat \$					
Unde	no circumstance	s will the Company accep	t textiles bearing free liq	uid. Shop towels may no	l be used to cle	an up oll or solvent spill	S.
Servic	e Charge:	\$pe	r delivery.				
This S	Service Charge is	used to help Company pa	y various fluctuating cui	rent and future costs inclu	uding, but not lit	nited to, costs directly o	г
indire	ctly related to the	environment, energy issue	es, service and delivery	of goods and services, in	n addition to oth	er miscellaneous costs	incurred
or tha	t may be incurred	in the future by Company					
Size (	Change: Custome	er agrees to have employe	es measured by a Cinta	as representative using ga	ırment "size sar	nples". A charge of	
5	5.000 per garn	nent will be assessed for e	mployees size changed	within 4 weeks of installa	alion.		
Unifor	m Advantage	sper gar	ment. Premium Advan	tage-\$per g	garment.		
Unifor	m and Premium A	Advantage covers damage	d garments needing to	be replaced outside of no	rmal wear. Uni	orm Advantage and Pr	emium
Advar	ntage do not cover	r lost or unreturned garme	nts. The Customer or C	ompany may cancel Unif	orm Advantage	and Premium Advantag	je at any
time.							
		0.180 per garment	=			selected by Customer.	The
		may cancel Emblem Adva					
		per garment. Pre			ment preparatio	n. The Customer or Co	трапу
may c	ancel Prep Advan	tage at any time after six	months from date of ins	tallation			
Other,							
	-	Initial and check box it	Unilease. All garments	will be cleaned by Custon	ner.		
	Date						
		Initial and check box if	receiving Linen Service	. Company may make pe	riodic physical i	nventories of items in	
	Date	possession or under c	ontrol of customer.				
		Initial and check box if	receiving direct embroi	dery. If service is discontin	nued for an emp	loyee, or Customer del	eles any
	Date	of the garments with d	irect embroidery for any	reason, or terminates this	s agreement for	any reason, or fails to r	enew
		•	,	ect embroidered garments	at the time the	y are removed from ser	vice at
		the then gurrent replac	amont values				



Operation Operating file		II 19		it a ledelal, state,	of local Bosellittletif of	randri or agency.		
This agreement is s	ubject to 1	the term	ns and con	ditions on the bac	k of this agreement. By	signing below, Cus	tomer agrees to and	d accepts the
terms and condition							_	·
Cintes Loc. No	054	4-1	New &	) leans	CUSTOMER: Please Sign Name: Please Print Name	Mark	a May	00

Accepted-GM:

Please Print Title Deputy CEO Admin/Firm CE E-mail MMATOR CRIATORWAYD. ORG

Federal requirements attached as Exhibit A



#### STANDARD UNIFORM RENTAL SERVICE AGREEMENT RENEWAL

- 1. The Customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other materials covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental material per year.
- 2. All garments and other rented materials will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.
- 3. Unless specified otherwise, the garments supplied under this Agreement are not personal protective equipment and have no special protective or other characteristics, including but not limited to, flame resistant or acid resistant properties. Specialty apparel and personal protective equipment may be available from Company upon request and would be covered under additional terms. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.
- 4. Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company and ensuring floor safety conditions at its locations, if a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.
- 5. Customer agrees to notify Company, in writing, of any hazardous materials, including lead, arsenic, hexavalent chromium and cadmium, that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.
- 6. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any non-standard, or special products (i.e., logo mats) must be purchased by the Customer if service is stopped for any reason. If materials are lost or damaged by any means Customer will pay the then current replacement values for said materials. Should Customer require garment sizes that are outside the standard size range, Customer agrees to pay the specific premium price for those materials and sizes designated under Uniform Pricing.
- 7. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term, Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.
- 8. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.
- 9. Customer hereby agrees to defend, Indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.
- 10. Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager, If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental materials are paid for at the then current replacement values or returned to Company in good and usable condition.
- 11. Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms and provisions of this agreement. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.
- 12. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 75% of(a) the charges on the initial invoice and (b) the charges for additional products and services added after the initial invoice.
- 13. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration laws. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie within the state where Customer is located.
- 14. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.
- 15. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by customer, in which case, the terms of this agreement shall control.
- 16. This agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Company, provided, however, if a federal, state or local government body or its representative is a party to this agreement, the proposal modification, amendment, or supplement must be in a writing signed by a President or a Senior Vice President of Company.
- 17. If Company provides flame resistant clothing to Customer, Customer agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR

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COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

R-2100A RENEWAL

# **EXHIBIT A**

#### FEDERAL REQUIREMENTS

It is a requirement of the Federal Government that activities financed, in part, with Federal funds and performed by a third-party contractor and its subcontractors on behalf of a Federal grantee must be carried out in accordance with applicable Federal requirements.

Activities performed under this contract, and any amendments thereto, may be financed in part, by a grant from the United States Department of Transportation (DOT), Federal Transit Administration (FTA) to the New Orleans Regional Transit Authority, and if so, would therefore be subject to the applicable grant terms, conditions, and regulations. Accordingly, the Contractor and its subcontractors performing activities under this contract must adhere to the Federal requirements stated herein as a condition of satisfactory performance.

All subcontracts and subcontractors employed as a result of this contract are subject to the same conditions and requirements as set forth herein unless specifically exempted. The Contractor shall ensure that its subcontractors at all tiers are made aware of and comply with these Federal requirements. The Contractor will be held liable for compliance failures by its subcontractors. Failure to comply will render the Contractor responsible for damages and/or contract termination.

#### 1. BUY AMERICA REQUIREMENTS

If the Contractor uses Federal funds to purchase any capital items to be used in providing services under the contract, the Contractor shall comply with the applicable Buy America requirements set forth in 49 U.S.C. § 5323(j) and the applicable regulations in 49 C.F.R. Part 661, as amended, and shall be responsible for obtaining the Buy America certification required under such regulations.

#### 2. FLY AMERICA REQUIREMENTS

As used herein: "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Ch. 411.

When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers:

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons].

The Contractor shall include the substance of this clause, including this subsection (d), in each subcontract or purchase under this Contract that may involve international air transportation.

#### 3. INTELLIGENT TRANSPORTATION SYSTEMS—NATIONAL ARCHITECTURE

If necessary, the Contractor agrees to conform to the National Intelligent Transportation System (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and to follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable Federal guidance.

#### 4. CHARTER SERVICE OPERATION

The Contractor agrees to comply with 49 U.S.C. § 5323(d) and 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

#### 5. SCHOOL BUS REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. § 5323(f) and 49 C.F.R. Part 605, which provide that recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

#### 6. CARGO PREFERENCE REQUIREMENTS

If the Contractor uses Federal funds to purchase any capital items from foreign sources under the contract, the Contractor agrees:

- (A) To use privately owned U.S.-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, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for U.S.-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 FTA recipient (through the Contractor in the case of a subcontractor's bill of lading);
- (C) To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

#### 7. ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (49 U.S.C. § 6321, et seq.), 49 C.F.R. Part 18.

#### 8. CLEAN WATER REQUIREMENTS

(A) The Contractor agrees to comply with all 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 New Orleans Regional Transit Authority and understands and agrees that the New Orleans Regional Transit Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

(B) 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.

#### 9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON-CONSTRUCTION

- (A) Contractor shall comply with all Federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.
- (B) Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (C) Such records maintained under this section shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration and the U.S. Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.
- (D) Contractor shall require the inclusion of the language of this section in subcontracts of all tiers.

#### 10. LOBBYING

The Contractor shall file the certification required by 49 C.F.R. Part 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 New Orleans Regional Transit Authority.

#### 11. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

- (A) The Contractor agrees to provide New Orleans Regional Transit Authority, the FTA Administrator, 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. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including but not limited to data, documents, reports, statistics, subagreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- (B) The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.
- (C) The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit information related to the performance of the contract as reasonably may be required. 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. This right of access is not limited to the required retention period set forth in (D) below, but continues as long as the records are retained.
- (D) The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. 200.333. The Contractor shall maintain all books, records, accounts, and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain the records until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

#### 12. CHANGES TO FEDERAL REQUIREMENTS

The 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 Master Agreement between New Orleans Regional Transit Authority and the FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

#### 13. CLEAN AIR

(A) 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 New Orleans Regional Transit Authority and understands and agrees that New Orleans Regional Transit Authority the will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(B) 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.

#### 14. RECYCLED PRODUCTS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment and are energy efficient by complying and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), and U.S. Environmental Protection Agency (EPA) "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247.

#### 15. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

- (A) New Orleans Regional Transit Authority 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 New Orleans Regional Transit Authority, the Contractor, or any other party (whether or not a part to that contract) pertaining to any matter resulting from the underlying contract.
- (B) 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.

## 16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- (A) 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 contract. Upon execution of this 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.
- (B) 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. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(I) on the Contractor, to the extent the Federal Government deems appropriate.

(C) 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.

#### 17. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

- (A) The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
  - (i) Debarred from participation in any federally assisted Award;
  - (ii) Suspended from participation in any federally assisted Award;
  - (iii) Proposed for debarment from participation in any federally assisted Award;
  - (iv) Declared ineligible to participate in any federally assisted Award;
  - (v) Voluntarily excluded from participation in any federally assisted Award; or
  - (vi) Disqualified from participation in any federally assisted Award.
- (b) The Contractor has provided the New Orleans Regional Transit Authority with an attached certification addressing its debarment and suspension status and that of its principals, affiliates, and subcontractors. The Contractor shall promptly inform the New Orleans Regional Transit Authority of any change in the suspension or debarment status of the Contractor or its principals, affiliates, and subcontractors during the term of the Contract. Further, the Contractor shall include a provision requiring compliance with the requirements of 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1200 in its lower-tier covered transactions.

#### 18. NATIONAL TRANSIT DATABASE

Contractor shall comply with and facilitate compliance with 49 U.S.C. § 5335(a), which authorizes the National Transit Database (NTD); conform to the NTD reporting system and the Uniform System of Accounts and Records; comply with FTA regulations, "Uniform System

of Accounts and Records and Reporting System" at 49 C.F.R. Part 630; report information relating to, and the condition of, its public transportation assets, as provided in FTA regulations, "Transit Asset Management; National Transit Database," at 49 C.F.R. Parts 625 and 630; comply with any other applicable reporting regulations and requirements; and follow FTA guidance.

#### 19. PRIVACY ACT

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

#### 20. CIVIL RIGHTS REQUIREMENTS

The Contractor agrees to comply with all applicable civil rights laws and regulations in accordance with applicable federal directives. The Contractor 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. These include, but are not limited to, the following:

#### (A) 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 the performance of this Contract. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

#### (B) Equal Employment Opportunity

(1) Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, and National Origin.

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. Part 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," and Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, 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 activities subject to this contract. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, or age. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, or age. Such action includes, but is not 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 that FTA may issue.

- (2) 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 that FTA may issue.
- (3) <u>Disabilities.</u> 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 that FTA may issue.
- (C) Access for Elderly Individuals and Individuals with Disabilities. The Contractor agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq., and the Architectural Barrier Act of 1968, as amended, 42 U.S.C. § 4151, et seq. In addition, the Contractor agrees to comply with all applicable requirements of "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37 (including, but not limited to, service requirements and reasonable modification standards contained in 49 C.F.R. § 37.161-173 and Appendix E thereto), and "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609, and any other implementing requirements that may be issued.

- (D) <u>Drug or Alcohol Abuse Confidentiality and Other Civil Rights Protections</u>. To the extent applicable, the Contractor agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, *et seq.*, and the Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2.
- (E) <u>Access to Services for Persons with Limited English Proficiency</u>. The Contractor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, Dec. 14, 2005.

#### 21. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

- (A) This contract is subject to the requirements of 49 C.F.R Part 26, Participation by Disadvantaged Business Enterprises in DOT Financial Assistance Programs.
- (B) The Contractor and any subcontractors 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 this DOT assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the New Orleans Regional Transit Authority deems appropriate. See 49 CFR 26.13(b). Each subcontract that the Contractor enters into with a subcontractor must include the assurance in this subsection.

#### 22. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and the following regulations and any amendments thereto:

- U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 C.F.R. Part 37;
- 2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance", 49 C.F.R. Part 27;
- 3. U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 49 C.F.R. Part 38;
- 4. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 C.F.R. Part 35;

- 5. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities", 28 C.F.R. Part 26;
- 6. U.S. GSA regulations, "Accommodations for the Physically Handicapped", 41 C.F.R. Subpart 101-19;
- 7. 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;
- 8. U.S. 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
- 9. FTA regulations, "Transportation for Elderly and Handicapped Persons", 49 C.F.R. Part 609.

#### 23. SAFE OPERATION OF MOTOR VEHICLES

- (A) <u>Seat Belt Use</u>. The Contractor 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 vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or the New Orleans Regional Transit Authority.
- (B) <u>Distracted Driving</u>. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

#### 24. OTHER ENVIRONMENTAL PROTECTIONS

The Contractor shall comply and facilitate compliance with all Federal environmental laws, regulations, and requirements, and will follow applicable guidance regarding them. These laws, regulations, and requirements include (but are not limited to) the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order No. 11988, as amended, "Floodplain Management."

#### 25. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION 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 in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any New Orleans Regional Transit Authority requests which would cause New Orleans Regional Transit Authority to be in violation of the FTA terms and conditions



#### 26. TERMINATION FOR CONVENIENCE

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 best interest. The Contractor shall be paid its costs, including contract close-out 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.



### -27. TERMINATION FOR CAUSE>

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 of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.



#### 28. OPPORTUNITY TO CURE

The RTA at its sole discretion may, in the case of a termination for cause, allow the Contractor seven (7) calendar 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.

### 29. 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.