

Bid Response Summary

Bid Number	IFB 2025-015
Bid Title	Streetcar Replacement Modern
Due Date	Friday, May 30, 2025 1:00:00 PM [(UTC-06:00) Central Time (US & Canada)]
Bid Status	Open for Bidding
Company	RCN Communications LLC
Submitted By	Kristin Messmann - Wednesday, May 28, 2025 6:47:32 PM [(UTC-06:00) Central Time (US & Canada)] kristin@rcntechnologies.com 865-293-0350

Comments

Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	IFB 2025-015	Please upload bid documents.	NORTA RCN Communications LLC response IFB 2025.015.pdf

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Default Item Group								
	IFB 2025-015	BAS BID TOTRTAL- Streetcar Replacement Modem	Base	Each	1.00	\$2,069.61	\$2,069.61	
Total Base Bid	\$2,069.61							



Specializing in
5G & LTE Connectivity Solutions

May 28, 2025

Regional Transit Authority of New Orleans

Re: Letter of Interest for NORTA Streetcar Replacement Modem IFB 2025-015

On behalf of RCN Communications LLC, I am writing to formally express our interest in responding to the Request for Proposal (RFP) issued by NORTA for Ericsson R1900s for streetcar connectivity. We appreciate the opportunity to present our qualifications and approach to support your organization in achieving its objectives.

RCN Communications has a strong track record of delivering cellular connectivity for transit authorities with over 13 years of experience serving clients in the public sector and transit authorities. Our team brings together a combination of technical expertise, innovative thinking, and a deep understanding of the challenges and opportunities related to wireless connectivity.

We believe our procurement strategy and ability to support any ongoing needs align closely with the goals outlined in your RFP and we are confident in our ability to deliver this product in a timely manner at a highly competitive price. Enclosed, please find our formal response submission which includes the requested forms.

We welcome the opportunity to further discuss our proposal or provide any additional information you may need. Thank you for considering our interest in this important initiative.

Sincerely,

Kristin Messmann

Director of Strategic Programs

kristin@rcntechnologies.com



#EXPECTMORE

rcntechnologies.com

865.293.0350

200 Jennings Ave. Knoxville, TN 37917

**INVITATION FOR BIDS
FROM
REGIONAL TRANSIT AUTHORITY**

SUBJECT: STREETCAR REPLACEMENT MODEMS

DATE: APRIL 14, 2025

INVITATION
FOR BIDS NO. 2025-015

BID OPENING: FRIDAY, MAY 9, 2025, 1:00 P.M.

The Regional Transit Authority invites bids for supplies and/or services set forth above in accordance with the specifications enclosed herewith.

Bids MUST be received at the RTA Office by the date and time set for bid opening.

Enclosures MUST include ("X" indicates item enclosed)

- X Instruction to Bidders
- X General Provisions
- X Technical Specifications
- X Bid Forms

I INSTRUCTIONS TO BIDDERS

1.1 SCOPE

The New Orleans Regional Transit Authority seeks a qualified vendor to provide sixty (60) in-vehicle cellular modems. Equipment must match the technical specifications to ensure consistency in the fleet hardware and managing capability, or equivalent. Pricing for each unit *must* include a five (5) year "NetCloud Mobile Essentials" plan. Units must be in new condition and to be shipped/delivered to Regional Transit Authority, 2817 Canal St., New Orleans, LA 70119.

1.2 CONTRACT DOCUMENTATION

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

Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The financial proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection.

You are reminded that while trade secrets and other proprietary information you submit in conjunction with this procurement may not be subject to public disclosure, you must claim such protections at the time of submission of your technical proposal. You should refer to the Louisiana Public Records Act for further clarification.

The City will not credit any blanket exemption claims lacking specific justification.

You shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" to claim protection, if any, from disclosure. You shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages ____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Respondent as a result of or in connection with the submission of this proposal, the RTA of New Orleans shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the RTA of New Orleans's right to use or disclose data obtained from any source, including the Respondent, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked **"CONFIDENTIAL"**.

You must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", you agree to indemnify and defend (including attorney's fees) the RTA and hold the RTA harmless against all actions or court proceedings that may ensue which seek to order the RTA to disclose the information.

The RTA reserves the right to make any proposal, including proprietary information contained therein, available to RTA personnel for the sole purpose of assisting the RTA in its evaluation of the proposal. The RTA shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

1.3 BID REQUIREMENTS (ELECTRONIC BID SUBMITTAL)

Electronic bids will be uploaded through our electronic bidding system at <https://noria.procureware.com/home>. Until 2:00 PM on the date established as the bid receipt deadline. Bids received after the date and time shall be considered late. All necessary and appropriate resources, including but not limited to labor, equipment, and materials, supplies, etc. shall be furnished in strict accordance with the project schedule and terms and conditions contained in this Invitation for Bids.

1.4 PRICING

The bidder shall complete and execute the Louisiana Uniform Public Work Bid Form (Attachment II). The bidder shall quote prices in the unit of measure specified and shall include all applicable taxes in the bid price. The RTA is exempt from all taxes; however, only Louisiana State Sales Tax Exemption for materials incorporated into the final product will be transferable to the Contractor. The Contractor shall pay all other sales, use, and other similar taxes that are enacted as of the Contract execution or subsequently revised or added. The Regional Transit Authority will pay no sales taxes or for any increase in sales taxes, unless such increase in sales tax is due to a change in the interpretation of the Louisiana Tax Code by the Louisiana State Tax Commission and such increase in sales tax is the subject of an authorized change order. Whenever there is a discrepancy between a unit price and any extension, the unit price shall govern. Bidders are hereby notified that discount terms shall not be used in the determination of award of this contract.

1.5 BRAND NAMES

Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, these specifications are used only to denote the quality standard of product, style type, and character of product desired and do not restrict bidders to the specific brand, make, manufacturer or specification named. Equivalent products, which have been designated "approved equals" by RTA or its agents, shall be acceptable.

1.6 QUALIFICATIONS FOR AWARD

Award of this contract shall be made to the lowest responsible bidder, provided the bid is responsive in all respects to the terms and conditions of the contract, and the requirements, conditions, specifications as provided in this Invitation for Bids. To be responsible the Contractor shall be a person, firm, or corporation that:

Has in operation, or has the capability to have in operation, or has access to a manufacturing plant adequate to ensure delivery of all services, goods and supplies within the time specified under this contract.

Has adequate engineering and service personnel, or has the capability to obtain such personnel, to satisfy any engineering or service problems that may arise during the contract period.

Has adequate construction management and construction craft personnel, or has the capability to obtain such personnel, to satisfy any construction or service problems that may arise during the contract period.

Has the necessary facilities and financial resources, or has the capability to obtain such facilities and financial resources, to complete the contract in a satisfactory manner within the required time.

The RTA shall have the right to conduct a pre-award survey of each bidder and to conduct a cost/price analysis and/or audit to determine if the prices bid are fair and reasonable.

1.7 BIDDER REVIEW PROCEDURES

FOR THE PURPOSES OF THIS PARAGRAPH, SUBMISSION DEADLINES SHALL BE 1:00 P.M. (CENTRAL TIME).

a. Request for Modification or Clarification

This section establishes procedures for bidders to seek review of this Invitation for Bids and any addenda. A bidder may discuss this Invitation for Bids and any addenda with the RTA. Such discussions do not, however, relieve bidders from the responsibility of submitting written, documented requests. Bidders may submit to the RTA requests for interpretations, clarifications or modifications concerning any term, condition and/or specification included in this Invitation for Bids and/or in any addendum hereto. Any such request, questions, etc. must be received by the RTA, in writing. RTA will entertain questions etc. submitted at the pre-bid conference on the attached pre-bid conference form, or requests submitted in writing not less than seven (7) calendar days before the date of scheduled bid opening. All requests must be accompanied by all relevant information supporting the request for modification, interpretation, clarification or addendum of this solicitation. All requests for clarification and/ or modification should be submitted through the RTA Procurement E-Bid website at <https://norta.procureware.com/home>.

RTA will issue a written determination relative to each request made pursuant to this procedure. The written determination must be posted for all bidders to view through the E-Bid website or otherwise furnished to all bidders at least three (3) calendar days (72 hours) before the date scheduled as the bid opening date.

b. Protest Procedures

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

Any person who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Procurement. Protests shall be submitted in writing specifically identifying the area of protest and containing any support data, test results, or other pertinent information substantiating the appeal. A protest with respect to a solicitation must be submitted in writing to the RTA at least five (5) calendar days prior to bid opening. A protest with regard to contract award shall be submitted, in writing, within seven (7) calendar days after award of the contract.

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

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

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

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

1. The decision is fraudulent; or
2. The person adversely affected by the decision has submitted a timely administrative appeal to the Chief Executive Officer.

In the event of a timely protest under these regulations, the RTA shall not proceed further with the solicitation or with the award of the contract unless the Director of Procurement makes a written determination that the award of the contract is necessary without delay to protect the substantial interests of the RTA.

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

The aggrieved person must file an appeal within seven (7) calendar days of receipt of a decision from the Director of Procurement.

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

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

1. The decision is fraudulent; or

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

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

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

1.8 BID PREPARATION

Each offer shall be made on the Invitation for Bids Form which shall be enclosed in a sealed envelope with the name and address of the bidder, the required contractor's licensing number, the advertised date and time of the bid opening, and the title of the bid marked on the outside. All blank spaces on the bid form must be filled in and no changes shall be made in the wording. Bidder's wishing to submit an electronic bid are directed to, Section I. Instruction to Bidder's, Paragraph 1.3 BID REQUIREMENTS (ELECTRONIC BID SUBMITTAL) of this IFB.

1.9 BID POSTPONEMENT AND AMENDMENT

The RTA reserves the right to amend the instructions, general conditions, special conditions, plans, scope of work, and specifications of this solicitation up to the time set for bid opening. Copies of such amendments shall be furnished to all prospective bidders.

1.10 CANCELLATION OF THE INVITATION FOR BIDS

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

1.11 PUBLIC BID OPENING

Bids shall be publicly opened at the time specified herein. The content of all bids, including documents marked proprietary, shall be made public for the information of bidders and other interested parties. Bidders are required to submit all administrative submittals being requested by RTA. This does not supersede the requirement for a fully executed Invitation for Bid LA Public Bid Form, note Attachment II, and DBE Forms at the time of the Bid Opening.

1.12 BID REJECTION

The RTA reserves the right to waive any minor informality or irregularities in the bids received which do not prejudice other bidders. The RTA also reserves the right to reject any and all bids in whole or in part, and to award by items, parts of items, or by any group of items specified. Conditional bids, or those which take exception to the specifications, shall be considered non-responsive and shall be rejected.

1.13 SINGLE BID RESPONSE

If only one bid is received in response to this Invitation for Bids, a detailed cost proposal may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be

performed in order to determine if the price is fair and reasonable. Award of a contract to the bidder submitting the only bid received in response to this Invitation for Bids may be subject to approval by the FTA.

1.14 BID WITHDRAWAL

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

1.15 AWARD PROCEDURE

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

1.16 UTILIZATION OF MINORITY AND WOMEN OWNED BANKS

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

1.17 ADDENDA

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

Addendum No. 1, dated 5/5/25

Addendum No. 2, dated 5/6/25

Addendum No. 3, dated 5/17/25

IFB NO. 2025-015

RCN Communications LLC
Company Name

Kristin Messmann Kristin Messmann
Company Representative

II. GENERAL PROVISIONS

2.1 WRITTEN CHANGE ORDERS/AMENDMENTS

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

2.2 CHANGE ORDER/AMENDMENT PROCEDURE

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

2.3 OMISSIONS

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

2.4 PRIORITY

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

2.5 COMMUNICATIONS

All official communications in connection with this contract shall be in writing. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and award, any employee or officer of RTA or the Regional Transit Authority, including the Board of Commissioners, concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

2.6 INTEREST OF MEMBERS OF, OR DELEGATES TO CONGRESS

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

2.7 CONFLICT OF INTEREST

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

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

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

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

2.8 EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order No. 11246 as amended, entitled "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 C.F.R. Paragraph 60). In connection with the execution of this Agreement, the Contractor shall not discriminate against any employees or applicant for employment because of race, religion, color, sex, age, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

2.9 PRIVACY REQUIREMENTS

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

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the

Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understand that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

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

2.10 INDEMNIFICATION

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

2.11 PERFORMANCE

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

2.12 STATUS OF CONTRACTOR AND ITS EMPLOYEES

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

2.13 INSURANCES

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

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

2.14 SUBCONTRACTORS

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

2.15 ASSUMPTION OF RISK OF LOSS

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

2.16 ACCEPTANCE

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

2.17 QUALITY INSPECTION

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

2.18 CORRECTION BY CONTRACTOR

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

2.19 UNAVOIDABLE DELAYS

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

2.20 NOTIFICATION OF DELAY

The Contractor shall notify the RTA as soon as the Contractor has, or should have, knowledge that an event has occurred or will occur which will delay progress or completion. Within five (5) days there from, the Contractor shall confirm such notice in writing furnishing as much detailed information as is available.

2.21 REQUESTS FOR EXTENSION

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

2.22 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

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

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (c) U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provision of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

- (i) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. Part 609.

2.23 APPLICATION OF FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

(a) Federal Laws and Regulations

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

(b) State or Territorial Law and Local Law

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

2.24 CONTRACT PERIOD

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

2.25 NO OBLIGATION BY THE FEDERAL GOVERNMENT

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2.26 FEDERAL CHANGES

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

2.27 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

2.28 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

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

2.29 GEOGRAPHIC RESTRICTIONS

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

2.30 PROMPT PAYMENT

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

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

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

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

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

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

The contractor, sub recipient or subcontractor shall make prompt payments for all satisfactory work performed under this agreement. The contractor shall within thirty (30) days of receipt of payment from RTA make all payments due subcontractors and suppliers. This requirement shall flow down to all levels including subcontractors making payments to sub subcontractors and suppliers, etc. Additionally, upon release of retainage(s) by RTA, Contractor shall in turn within thirty (30) days release retainage(s) it holds. The requirement for release of retainage(s) within thirty (30) days shall flow down to all subcontractors, etc. performing under this contract. Contractor or any of its subcontractors, etc. may not delay or postpone payments or release of retainage without prior RTA written approval. RTA may delay, or withhold up to twenty-five percent of Contractor's payments, retainage, etc. if there is evidence that Contractor is not complying with any provision hereunder. RTA may withhold monies due Contractor until such time as Contractor by its actions or assurances has, to RTA satisfaction, proven that it will or has complied with all the requirements hereunder.

2.31 CONFIDENTIALITY

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

2.32 DISPUTES

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

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

Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others

for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

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

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

2.33 OWNERSHIP OF DOCUMENTS

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

2.34 STATE AND LOCAL LAW DISCLAIMER

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

2.35 PARTICIPANT INFORMATION FORM

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

2.36 NON-COLLUSION AFFIDAVIT

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

2.37 REGIONAL TRANSIT AUTHORITY GENERAL PROVISIONS

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

ATTACHMENT I

ATTACHMENT I

Technical Specifications New Orleans Regional Transit Authority IFB 2025-015 – Streetcar Replacement Modems

Hardware Specs

Category	Mobile
Cloud Management	Yes
Wireless Connectivity	Dual Connectivity; 5G & Cat 20 LTE
5G Status	5G embedded
Form Factor	Ruggedized metal
Ethernet Ports	4 GbE (LAN/WAN switchable)
USB Ports	1
Serial Ports	1
Bluetooth	Yes, embedded Bluetooth version 5.2
Dual-Modem Support	Yes, with RX30-MC
Network Operator Standards	PTCRB (U.S), GCF (global)
Network Operator Certifications	AT&T, EE, T-Mobile, Verizon
Regions	North America, Latin America, Europe, Africa/Middle East, Asia-Pacific See country and model availability
Public Safety Networks	ESN, FirstNet Trusted, T-Mobile Connecting Heroes, Verizon Frontline See data sheet for model applicability
Throughput	940 Mbps (Firewall)
VPN Tunnel Count	10
Wi-Fi	Dual-band, dual-concurrent; 802.11ax (Wi-Fi 6)
GNSS	Discrete active GNSS with dead reckoning
PoE	Yes, with RX30-PoE
Operating Temperature	-30 °C to 75 °C (-22 °F to 167 °F)
Rack Mountable	No
Private Cellular Network	Yes — CBRS, 4G LTE, 5G

NetCloud for Mobile Essentials Plan

NetCloud for Mobile provides the enterprise capabilities that organizations need to manage their in-vehicle work. Essentials Plan includes:

- Secure remote management & orchestration with NetCloud Manager
- Dynamic routing protocols, traffic steering & QoS
- Zone-based firewall
- In-band & out-of-band management
- Real-time troubleshooting tools & diagnostics
- Insights, alerts & dashboard analytics
- Modem-data-usage dashboard & predictive alerting
- Location services
- Extensibility (SDK, API, third-party integrations)

NetCloud Feature	NetCloud Mobile Performance			NetCloud Mobile	
Endpoint	R980	R1900	R2100	R820	IBR1700
WAN					
Carrier Selection Intelligence	✓	✓	✓	✓	✓
Connection Manager					
Load Balancing	✓	✓	✓	✓	✓
Smart WAN Selection	✓	✓	✓	✓	✓
Advanced APN	✓	✓	✓	✓	✓
WAN Verify	✓	✓	✓	✓	✓
Failover Feedback	✓	✓	✓	✓	✓
WAN Connections					
5G	✓	✓	✓	✓	✓
LTE	✓	✓	✓	✓	✓
CBRS	✓	✓	✓	✓	✓
WiFi-as-WAN	✓	✓	✓	✓	✓
Wireless Client	✓	✓	✓	✓	✓
Wired Ethernet	✓	✓	✓	✓	✓
SD-WAN					
Single-Sided Architecture (Edge only)					
Static Traffic Steering (Device or Group)	✓	✓	✓	✓	✓
Dual-Ended Architecture (requires NCX Service Gateway or NetCloud SASE)	Zero-Trust Security & SD-WAN	Zero-Trust Security & SD-WAN	Zero-Trust Security & SD-WAN	Zero-Trust Security & SD-WAN	Zero-Trust Security & SD-WAN
Enterprise Routing					
Static Routes	✓	✓	✓	✓	✓
Policy Routes	✓	✓	✓	✓	✓
OSPF	✓	✓	✓	✓	✓
BGP	✓	✓	✓	✓	✓
RIP	✓	✓	✓	✓	✓
PIM	✓	✓	✓	✓	✓
Open EIGRP	X	X	X	X	X
NHRP	✓	✓	✓	✓	✓
NEMO DAMR	✓	✓	✓	✓	✓
IP Verify	✓	✓	✓	✓	✓
LAN					
IPv4 & IPv6	✓	✓	✓	✓	✓
Quality of Service (QoS)	✓	✓	✓	✓	✓
Application Aware QoS	Basic	Basic	Advanced	Advanced	Advanced
DHCP Server Relay	✓	✓	✓	✓	✓
VRRP	✓	✓	✓	✓	✓
MAC Filtering and Logging	✓	✓	✓	✓	✓
IP Passthrough Mode	✓	✓	✓	✓	✓
Wired 802.1x	✓	✓	✓	✓	✓
STP	✓	✓	✓	✓	✓
LLDP	✓	✓	✓	✓	✓
VLANs	✓	✓	✓	✓	✓
Wi-Fi					
Multiple SSIDs	✓	✓	✓	✓	✓
Wireless Security Modes					
Open	✓	✓	✓	✓	✓
WEP	✓	✓	✓	✓	✓
WPA WPA2 Personal	✓	✓	✓	✓	✓
WPA WPA2 Enterprise (802.1x)	✓	✓	✓	✓	✓

NetCloud Feature	NetCloud Mobile Performance			NetCloud Mobile	
	R800	R1900	R2100	R920	IBR1700
Endpoint					
WPA WPA2 WPA3 Personal and Enterprise (802.1x)	✓	✓	✓	✓	✓
Smart Channel Selection	✓	✓	✓	✓	✓
HotSpot Services (Captive Portal)	✓	✓	✓	✓	✓
Edge Security					
Zone Firewall	✓	✓	✓	✓	✓
Application Aware Zone Firewall	Advanced	Advanced	Advanced	Advanced	Advanced
Basic URL Web Filtering (Permitted Blocked list)	✓	✓	✓	✓	✓
Available DNS Layer Filtering with Cisco Umbrella	✓	✓	✓	✓	✓
CP Secure Threat Management (IPS IDS)	Advanced	Advanced	Advanced	Advanced	Advanced
Actionable Alert on Threat Detection	Advanced	Advanced	Advanced	Advanced	Advanced
CP Secure Web Filter	Advanced	Advanced	Advanced	Advanced	Advanced
Web Classification and Categorization	Advanced	Advanced	Advanced	Advanced	Advanced
Web Reputation	Advanced	Advanced	Advanced	Advanced	Advanced
VPN & Tunneling					
Traditional Edge VPN Protocols & Orchestration					
IPSec	✓	✓	✓	✓	✓
GRE	✓	✓	✓	✓	✓
OpenVPN (SSL VPN)	✓	✓	✓	✓	✓
L2TP	✓	✓	✓	✓	✓
PMP	✓	✓	✓	✓	✓
DMVPN	✓	✓	✓	✓	✓
Auto-Tunnels	✓	✓	✓	✓	✓
Zero Trust Network					
Site-to-site Based Access Policies (Secure Connect)	Zero Trust Security & SD-WAN	Zero Trust Security & SD-WAN	Zero Trust Security & SD-WAN	Zero Trust Security & SD-WAN	Zero Trust Security & SD-WAN
Secure Remote Access (ZNA)	Zero Trust Security & SD-WAN	Zero Trust Security & SD-WAN	Zero Trust Security & SD-WAN	Zero Trust Security & SD-WAN	Zero Trust Security & SD-WAN
Hybrid Mesh Firewall (EMF)	Zero Trust Security & SD-WAN	Zero Trust Security & SD-WAN	Zero Trust Security & SD-WAN	Zero Trust Security & SD-WAN	Zero Trust Security & SD-WAN
Advanced Web Services	Zero Trust Security & SD-WAN	Zero Trust Security & SD-WAN	Zero Trust Security & SD-WAN	Zero Trust Security & SD-WAN	Zero Trust Security & SD-WAN
Troubleshooting & Diagnostics					
Out-of-Band Management for access to non-Cloudpoint devices with console port	✓	✓	✗	✓	✓
In-band management for access to LAN connected 3rd party device UIs	✓	✓	✓	✓	✓
In-band management for clientless access to LAN connected PC/MAC devices (RDP VNC)	Standard or Advanced	Advanced	Advanced	Advanced	Advanced
Real-time Device Status via Remote Connect Local UI	✓	✓	✓	✓	✓
Real-time Network Interface Status via Remote Connect Local UI (router)	✓	✓	✓	✓	✓
Current Device Status via NetCloud Device Dashboard	✓	✓	✓	✓	✓
Current Network Interface Status via NetCloud Device Dashboard	✓	✓	✓	✓	✓
Ping	✓	✓	✓	✓	✓
Traceroute	✓	✓	✓	✓	✓
Global Speed Test per WAN Interface	✓	✓	✓	✓	✓
Rogue AP Detection	✓	✓	✓	✓	✓
Wi-Fi Site Survey	✓	✓	✓	✓	✓
GPIO (General Purpose Input Outputs)	✓	✓	✓	✓	✓
Ignition Sensing with Delayed Power Off	✓	✓	✓	✓	✓
OBD-II Support	✓	✓	✗	✓	✓
Dashboard Analytics					
Account Dashboard	✓	✓	✓	✓	✓
Group Dashboard	✓	✓	✓	✓	✓

NetCloud Feature	NetCloud Mobile Performance			NetCloud Mobile	
	R880	R1900	R2100	R820	IBR1700
Device Dashboard	✓	✓	✓	✓	✓
Detailed Interface (Network, Ports, and Wi-Fi) view with Live Stats	✓	✓	✓	✓	✓
Detailed Interface (GPIO) view with Live Stats	✓	✓	✓	✓	✓
GeoView Dashboard (Account, Group, Device)	✓	✓	✓	✓	✓
Near Real-Time Last Known Map Location Based on GNSS GPS	✓	✓	✓	✓	✓
Add Last Known Map Location Manually	✓	✓	✓	✓	✓
Approximate Last Known Map Location Based on Serving Cell Tower	Standard or Advanced	Advanced	Advanced	Standard or Advanced	Standard or Advanced
Location of Serving Cell Tower	Standard or Advanced	Advanced	Advanced	Standard or Advanced	Standard or Advanced
GeoFence Alerting	✓	✓	✓	✓	✓
5G LTE Cellular Coverage Map with filter	Standard or Advanced	Advanced	Advanced	Standard or Advanced	Standard or Advanced
Location Tracking	Standard or Advanced	Advanced	Advanced	Standard or Advanced	Standard or Advanced
Cellular Data Usage Dashboard (Account)	✓	✓	✓	✓	✓
Pooled Carrier Data Usage Analytics, Forecasting, and Alerting	✓	✓	✓	✓	✓
Data Usage Dashboard (Account, Group, Device)	✓	✓	✓	✓	✓
Usage by WAN and Modem	✓	✓	✓	✓	✓
Clients - Connected and Top Users (Account, Group, Device)	✓	✓	✓	✓	✓
Traffic - Categories and Applications (Account, Group, Device)	Advanced	Advanced	Advanced	Advanced	Advanced
Health Dashboard (Account, Group, Device)	✓	✓	✓	✓	✓
WAN Uptime (uncategorized)	✓	✓	✓	✓	✓
WAN Uptime (categorized by WAN service type)	Standard or Advanced	Advanced	Advanced	Standard or Advanced	Standard or Advanced
Devices Lifecycle (shows where software update is required)	✓	✓	✓	✓	✓
Cellular Health Summary (Account, Device)	Standard or Advanced	Advanced	Advanced	Standard or Advanced	Standard or Advanced
Cellular Health Events (Device)	Standard or Advanced	Advanced	Advanced	Standard or Advanced	Standard or Advanced
Cellular Health with Live Stats (Device)	✓	✓	✓	✓	✓
Applications and Interface WAN Quality of Experience (QoE)	Advanced	Advanced	Advanced	Advanced	Advanced
Traffic Steering for Events & Flows	Standard or Advanced	Advanced	Advanced	Standard or Advanced	Standard or Advanced
Failover Events Summary	Standard or Advanced	Advanced	Advanced	Standard or Advanced	Standard or Advanced
Active Failover Events	Advanced	Advanced	Advanced	Advanced	Advanced
License Dashboard (Device)	✓	✓	✓	✓	✓
Subscription Dashboard (Account)	✓	✓	✓	✓	✓
Licensed Devices (allows Change License capability and shows active Essentials Plans)	✓	✓	✓	✓	✓
Non-Compliant Devices	✓	✓	✓	✓	✓
Unlicensed Devices	✓	✓	✓	✓	✓
Subscriptions (includes total budgetary renewal cost for proactive budgeting)	✓	✓	✓	✓	✓
Product Last Date of Support	✗	✗	✗	✗	✗
Capacity Dashboard (with alerts)	✗	✗	✗	✗	✗
VPN Monitor	✓	✓	✓	✓	✓
Security Dashboard (Account, Device)	Advanced	Advanced or PS 3 req 1 req	Advanced or PS 3 req 1 req	Advanced	Advanced or PS 3 req 1 req
CP Secure Web Filter Summary and Events	Advanced	Advanced or PS 3 req 1 req	Advanced or PS 3 req 1 req	Advanced	Advanced or PS 3 req 1 req
CP Secure Threat Management (IDS/IPS) Events	Advanced	Advanced or PS 3 req 1 req	Advanced or PS 3 req 1 req	Advanced	Advanced or PS 3 req 1 req
Default Password usage insights	Advanced	Advanced or PS 3 req 1 req	Advanced or PS 3 req 1 req	Advanced	Advanced or PS 3 req 1 req

ATTACHMENT II



Attachment II UNIT PRICE FORM

SOLICITATION NUMBER: 2025-015
DESCRIPTION: Streetcar Replacement Modem
OPEN DATE: April 14, 2025
DUE DATE: May 9, 2025

LINE	ITEM DESCRIPTION	UOM	QTY	UNIT COST	TOTAL COST (unit cost x qty)
1	Manufacturer: Cradlepoint Model: R1900 Part #: MBAS -19005GB-GA * MPDS -19005GB-GA. *Price per unit must include NetCloud Mobile <u>Essentials Plan</u>	EA	60	\$2009.01	\$124,176.00.
2	Freight/Shipping (if applicable)	EA	1		

Equivalent Product Manufacturer/Model/Part: _____

TOTAL BASE BID: \$124,176.00

VENDOR NAME: RCN Communications LLC dba RCN Technologies
VENDOR ADDRESS: 200 Jennings Ave Knoxville TN 37917
NAME OF AUTHORIZED SIGNATORY: Kristin Messman
TITLE OF AUTHORIZED SIGNATORY: Director of Strategic Programs
SIGNATURE OF AUTHORIZED SIGNATORY: Kristin Messman
DATE: 5/28/25.

ATTACHMENT III
SUPPLIER SUBMISSION CHECKLIST

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

Letter of Interest

✓Consultant Questionnaire Form

Buy American Certificate for Compliance *-Removed - Addendum 1.*

✓Non-Collusion Affidavit

✓Certificate on Primary Debarment

✓Certificate Regarding Debarment- Lower Tier

✓Certification of Restrictions on Lobbying

✓Participant Information Form

DBE Form 1 – Contract Participation and DBE Commitment

DBE Form 2 – DBE Participation Questionnaire

DBE Form 3 – Documentation of Good Faith Efforts (if applicable)

DBE Form 4 – DBE Participation Plan (For RFPs and RFQs)

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

INSTRUCTIONS FOR OBTAINING FORMS

Go to RTA's official web site at:

[New Orleans Regional Transit Authority - Procurements and Contracts \(norta.com\)](http://www.norta.com)

Click on "Vendor Form Library"

Instructions: The prime, each 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.

[illegible]

Not available if required - none will participate in this procurement only project

13. List all outside subcontractors or subconsultants you intend to employ for this project.

NA

[illegible]

14. Brief resumes of key persons anticipated for this project (clearly identify if alternate office location if different than listed in item 3).

<p>a. Name and title: <i>Elisbeth Messemann</i></p>	<p>a. Name and title:</p>
<p>b. Position or assignment for this project: <i>Primary contact / project oversight / procurement</i></p>	<p>b. Position or assignment for this project:</p>
<p>c. Years of professional experience with this firm: <i>1.5</i> With other firms: <i>20</i></p>	<p>c. Years of professional experience with this firm: With other firms:</p>
<p>d. Education: Degree / Year / Specialization <i>MS - Counseling & Consultation 2003</i> <i>BA - 2000</i></p>	<p>d. Education: Degree / Year / Specialization</p>
<p>e. Active registration or applicable certifications: State / Discipline / License number / First year registered <i>NA</i></p>	<p>e. Active registration or applicable certifications: State / Discipline / License number / First year registered</p>
<p>f. Experience and qualifications relevant to this project: <i>Multiple years of selling and supporting cellular wire connectivity projects across the United States</i></p>	<p>f. Experience and qualifications relevant to this project:</p>

16. List all projects currently under contract or under contract negotiations that are being (or will be) performed by the firm's office as listed in item 3.

a. Project name, location, and owner's name	b. Nature of firm's responsibility	c. Indicate whether work completed as prime, subconsultant or joint venture	d. Percent complete	e. Estimated fees (000's)	
				Total fee	Fee remaining
Unable to divulge customer information -	this is a procurement only / drop shipment of hardware. If additional information is needed to grant us the award, we will provide it				

NON-COLLUSION AFFIDAVIT

STATE OF TN

PARISH OF Knox County

Reed Paymon, being first duly sworn, deposes and says that:

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

Signed: Reed Paymon

Title: VP of Sales

Sworn to me and subscribed in my presence this 28 day of May, A.D., 2025

NOTARY PUBLIC



My Commission Expires May 26, 2027

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

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

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

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

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

COMPANY RCN Communications LLC dba RCN Technologies

ADDRESS 200 Jennings Ave Knoxville TN 37917

DATE 5/21/25

Kristin Missmann
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 RCN Communications LLC
ADDRESS 200 Jennings Ave Knoxville TN 37917
DATE 5/28/25

Signature of Offeror's Authorized Representative

[Handwritten Signature]

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Reed Ferguson, VP of Sales hereby certify on
(Name and Title of Offeror Official)

behalf of Reed Ferguson & Co. LLC DBA REA Technology that:
(Name of Offeror)

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

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

Executed this 28th day of May, 2015.

BY Reed Ferguson

Witnesses: [Signature]
(Signature of Authorized Official)

(Title of Authorized Official)

Sworn to and subscribed before me on this 28 day of May, 2015.

Notary Public In and For Polk Parish/County

State of Tennessee

[Signature]
Notary Public



PARTICIPANT INFORMATION FORM

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

Firm Name RCN Communications dba RCN Technologies
Firm Address 200 Jennings Ave Knoxville TN 37917
Telephone Number 865-293-0350

Fax Number _____

E-Mail Address bids@rcntechnologies.com

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

Age of the firm 12 yrs

Annual gross receipts of the firm 13,286,101.44

Prime or Sub-Contractor Prime

NAICS code (s) 5173, 517311, 5179, 541519, 541512

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

Signature Klaus Messmann

Title Director of Strategic Programs

Date 5/21/25

RTA Project No. IFB - 2025 -013

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