



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

**FOR PROCUREMENT USE ONLY:**

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

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

2. This acquisition is restricted to the following source:

Manufacturer: Clever Devices, Ltd.

Manufacturer Address: 300 Crossways Park Drive, Woodbury, NY 11797

Manufacturer's Dealer/Representative: Walter Weichselbaumer

Dealer/Representative Address and Phone Number: 516-967-3498

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

Under the existing procurement contract signed and executed between CLEVER DEVICES LTD and the New Orleans Regional Transit Authority, the original scope of services was that the contractor supply and install an Automatic Vehicle/Computer Aided Dispatch System in accordance with the terms and conditions set forth in Exhibit "A" Terms and Conditions, Exhibit "B" Contractor's Proposal, and Exhibit "C" Contractor's Best and Final. See Exhibit 1. The primary objective of the CAD/AVL system was to provide the RTA with timely information on the location of RTA vehicles for enhanced route planning, fleet operational management, and passenger information for fixed route service only. However, none of these Exhibits addressed upgrading or integrating the RTA's ferry mode into the proposed system.

This procurement is needed to integrate the five ferries (COLONEL FRANK ARMIGER, CAPT. NEVILLE LEVY, THOMAS JEFFERSON, RTA1, and RTA2) into the RTA's existing clever system. This integration and retrofit will provide several benefits to the agency. First, it will allow for RTA dispatch to locate all the ferries in real-time to facilitate improve communication on the status of the ferry service both internally and externally (riders). Second, it will add a secondary means of tracking all ferry assets before, during, and after Hurricanes by the RTA Marine Department for purposes of providing updates to the agency's Incident Command Structure (ICS). Third, it will add covert emergency alert capabilities from the wheelhouse of each vessel to emergency responders should an attack or hijacking occur onboard. Fourth, it will allow for digital/remote deployment of marketing and service monitors installed onboard RTA1 and RTA2 that are used to communicate RTA services to riders. Lastly, it will allow for remote video surveillance of internal ferry cameras to facilitate oversight of critical areas onboard each ferry for safety and security oversight purposes.



This procurement includes installation of all hardware controllers, routers, handsets, wiring harnesses, antennas, cables, and brackets necessary for integrating the five ferries into the RTA's existing Clever system. This procurement also includes implementation labor, project management, system engineering, and design, configuration, and testing costs. Lastly, an extended hardware warranty and software maintenance will be procured covering one year. See Exhibit 2.

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

The RTA's existing infrastructure for all other non-ferry modes is Clever, and therefore only procuring materials and services from Clever will allow for seamless integration of the ferry mode into this system.

5. Check and fill in all that are applicable:

The material or service must be compatible in all aspects (form, fit, and function) with existing systems presently installed. Describe the equipment you have now and how the new materials/service must coordinate, connect, or interface with the existing system:

None of the ferries are currently fitted with Clever devices. Equipment to be installed is the same or similar to the ones installed on the revenue vehicles for the other modes. The materials and system will be provided by the same vendor that provide the agency wide Clever system services. This will ensure that equipment installed, system operation and services are successfully integrated, and interoperable at the vehicle and backoffice side of the agency.

A patent, copyright, or proprietary data limits competition. The proprietary data are described as follows:

These are "direct replacement" parts/components for existing equipment.

Other information to support a sole source buy:

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

**Unique Capability or Availability. The property or services are available from one source if one of the conditions described below is present (reason boxed in below):**

Unique or Innovative Concept. The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted and is available to the recipient only from one source and has not in the past been available to the recipient from another source.

Patents or Restricted Data Rights. Patent or data rights restrictions preclude competition.



**Substantial Duplication Costs.** In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.

**Unacceptable Delay.** In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling the recipient's needs.

**CERTIFICATION**

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

Craig S. Jomy 2/22/22  
 Requestor Date

A. I have reviewed this form and the attachments provided and by signing below I give authority to the above stated department representative to proceed as lead in the procurement process.

[Signature] CMO 2/22/22  
 Department Head Title

B. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant? Yes No

N/A NA  
 Director of Grants/ Federal Compliance Date

C. Safety: Include Standard Safety Provisions Only  
 Additional Safety Requirements Attached

Michael J. Smith 2/24/22  
 Safety Director Date

Risk Management: Include Standard Insurance Provisions Only? Yes No  
 Include Additional Insurance Requirements Attached N/A

[Signature] 2/24/2022  
 Risk Management Analyst Date



D. Funding Source: Federal State Local Other: \_\_\_\_\_

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

Total Available Funding: \$ 350,000.00

Estimated Cost: \$ 336,549.00

FTA Grant No.(s) N/A

Budget Code(s) Being created

Budget Analyst \_\_\_\_\_ Date \_\_\_\_\_

E. DBE/SBE Goal: 0 % DBE 0 % Small Business

Director of Small Business Development \_\_\_\_\_ Date 2/24/22

DBE/EEO Compliance Manager \_\_\_\_\_ Date 2/24/22

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

Chief/Deputy CEO \_\_\_\_\_ Date N/A

Director of Procurement \_\_\_\_\_ Date 2/24/22

Chief Financial Officer \_\_\_\_\_ Date 2/24/22

Chief Executive Officer \_\_\_\_\_ Date 2/24/22



CONTRACT TO PURCHASE AND INSTALL AN AUTOMATIC  
VEHICLE LOCATION/COMPUTER AIDED DISPATCH SYSTEM

Regional

Transit

Authority

BY AND BETWEEN

REGIONAL TRANSIT AUTHORITY  
A Political Subdivision of the  
State of Louisiana  
2817 Canal St.  
New Orleans, Louisiana 70119

AND

CLEVER DEVICES LTD  
300 Crossways Park Drive  
Woodbury, NY 11797

2817 Canal Street,

New Orleans,

Louisiana

70119-6301

A. SCOPE OF WORK

As specified herein.

B. CONTRACT PRICE:

As specified herein.

C. PERIOD OF PERFORMANCE:

As specified herein.

Administration

504.827.8300

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### EXHIBITS

EXHIBIT "A"	RTA Requests for Proposals (RFP) #2016-009
EXHIBIT "B"	Submittal by Contractor dated, June 28, 2016.
EXHIBIT "C"	"Best and Final" offer dated, June 28, 2016.
EXHIBIT "D"	Milestones Payment Schedule
EXHIBIT "E"	End User Software License Agreement

AGREEMENT

BY AND BETWEEN

THE REGIONAL TRANSIT AUTHORITY

AND

CLEVER DEVICES, LTD.

STATE OF LOUISIANA

PARISH OF ORLEANS

This AGREEMENT made and entered into this 16<sup>th</sup> day of December, 2016 by and between the REGIONAL TRANSIT AUTHORITY (hereinafter referred to as the "RTA"), a political subdivision of the State of Louisiana, herein represented by its Chairwoman of the Board of Commissioners, Sharonda R. Williams and CLEVER DEVICES LTD. (hereinafter also referred to as "Consultant" or "Contractor") a Corporation, herein represented by its President, Francis J. Ingrassia authorized to do and doing business in the State of Louisiana.

WITNESSETH

WHEREAS, the RTA is a political subdivision of the State of Louisiana, charged with the responsibility of providing, maintaining and administering a transit system in the areas within its jurisdiction; and

WHEREAS, in accordance with state and federal laws and regulations, RTA issued Request for Proposals (RFP) No. 2016-009, as amended, (attached hereto, made a part hereof and designated Exhibit "A", RTA RFP No. 2016-009, as amended,) to purchase and install an Automatic Vehicle Location/Computer Aided Dispatch System for the fixed route and streetcar services; and

WHEREAS, Contractor, a Corporation, submitted a response to Exhibit "A" attached hereto, made a part hereof and designated as Exhibit "B", Contractor's Submittal

dated, June 28, 2016 and Contractor also submitted a “Best and Final” offer dated, June 28, 2016 made a part hereof and attached hereto; and

WHEREAS, after evaluation of Contractor’s offer, RTA determined that Contractor was responsible and had submitted the responsive offer.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants and agreements herein contained, the parties hereto agree as follows:

I.  
SUPERSEDING EFFECT

This Agreement supersedes all prior oral or written Agreements, if any, between the parties and constitutes the entire Agreement between the parties relative to the work to be performed under this Agreement. Any changes or modifications to this Agreement shall be accomplished solely by written amendment signed by both parties.

II.  
SCOPE OF SERVICES

Contractor shall supply and install an Automatic Vehicle Location/Computer Aided Dispatch System in accordance with the terms and conditions set forth in Exhibit “A” Terms and Conditions, Exhibit “B” Contractor’s Proposal, and Exhibit “C” Contractor’s Best and Final. Contractor agrees that all work under this Agreement shall be performed in a professional, timely manner and shall conform to or exceed in all respects the prevailing industry standards.

III.  
COMPENSATION

The RTA will compensate Contractor for services to be provided under this Agreement, as specified in this agreement and pursuant to Exhibit “D” Milestones Payment Schedule. The compensation due Contractor shall not exceed \$4,674,686.00 unless properly authorized.



IV.  
TERM OF AGREEMENT

This Agreement shall be deemed effective on the date first above written and shall continue in effect for a period of up to one (1) year or until the occurrence of one of the following events, whichever occurs first:

A. The certification by RTA or its agents that the requirements of this Agreement have been satisfactorily completed by Contractor, or;

B. The termination of this Agreement as provided in Article V, herein below. The duration of this agreement may be extended by mutual agreement of the parties.

V.  
TERMINATION

Termination under this Agreement shall be in accordance with Exhibit "A", Article II, General and Special Conditions, Paragraph 2.12, Termination and Sections 00814 – Termination for Convenience and 00815 – Termination for Default of the Regional Transit Authority General Provisions.

VI.  
INTEREST OF CONTRACTOR

Contractor covenants that it currently has no interest and shall acquire no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services called for under this Agreement. RTA and Contractor further covenant that in the performance of this Agreement no persons having any such interest shall be employed.

VII.  
IDENTIFICATION OF DOCUMENTS

Any document, memorandum or report prepared under this Agreement for publication and not merely for internal use shall contain the following or a similar stipulation deemed acceptable to the RTA:

- A. The preparation of this document has been financed in part through a grant from the United States Department of Transportation under the provisions of the Urban Mass Transportation Act of 1964, as amended.
- B. The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of RTA or the United States Department of Transportation, Federal Transit Administration.

VIII.  
OWNERSHIP OF DOCUMENTS

All documents, reports or data generated by or provided to Contractor under this Agreement shall be the sole property of RTA for a period of up to three years after acceptance of the work. Contractor shall not use any such documents, reports or data for any purpose other than to perform services pursuant to this Agreement.

IX.  
MEDIA COVERAGE

The Contractor shall be prohibited from participating in or directing any third party media coverage, in any form, of this project without first submitting a written request to RTA's Procurement representative noted in Article XI of this contract and receiving written approval from the same in advance of any such coverage.

X.  
APPLICABLE LAW

This Agreement shall be entered into the State of Louisiana and shall be governed and/or construed in accordance with the laws and jurisprudence of the State of Louisiana.

XI.  
NOTICES

Any notice required or permitted under the Agreement shall be either hand delivered to the party to whom the notice is directed or sent to same by certified mail, return receipt requested, and addressed as follows:

A. REGIONAL TRANSIT AUTHORITY  
2817 Canal St.  
New Orleans, Louisiana 70119

ATTN: JUSTIN AUGUSTINE  
Vice President-Transdev  
In Service to the RTA

ATTN:

B. Michelle Burks-Augustine  
Director of Procurement-Transdev

ATTN: Clever Devices, Ltd.  
300 Crossways Park Drive  
Woodbury, New York 11797  
Attn: Andrew Stanton, COO

XII.  
DOCUMENTS INCORPORATED BY REFERENCE

The following documents are hereby incorporated by reference:

- EXHIBIT "A" RTA Request for Proposals (RFP 2016-009), as amended.
- EXHIBIT "B" Proposal Submittal by Contractor dated, June 28, 2016,
- EXHIBIT "C" "Best and Final" offer dated, June 28, 2016, RTA RFP 2016-009
- EXHIBIT "D" Milestones Payment Schedule
- EXHIBIT "E" End User Software License Agreement

XIII.  
ORDER OF PRECEDENCE

The following order of precedence shall govern in the event of a conflict between documents of this contract.

Articles I through XV hereof.

Exhibit "A", RTA RFP No. 2016-009.

Exhibit "B" Contractor's submittal in response to RTA's RFP No. 2016-009, dated June 28, 2016.

Exhibit "C" Contractor's "Best and Final" offer, June 28, 2016, RTA RFP 2016-009.

EXHIBIT "D" Milestones Payment Schedule

EXHIBIT "E" End User Software License Agreement

XIV.  
INSURANCE

To protect RTA and Transdev against liability in connection with, or resulting from the carrying out of this contract, Contractor shall provide, before the work is commenced hereunder, and shall at all time during the life of the contract carry at the expense of the Contractor, with a reliable insurance company, and approved to do business in the State of Louisiana, all insurance required by local, state or federal laws should there be any such requirement(s). Any subcontractor employed by the Contractor shall be governed by the same insurance requirements as stated herein. The Contractor shall deliver to RTA a Certificate of Insurance when required.

During the term of this Agreement the Contractor shall obtain and maintain the following types and amounts of insurance. The Contractor shall furnish to RTA Certificates showing types, amounts, class of operations covered, effective dates and dates of expiration of policies:

- Worker's Compensation Insurance as required by applicable Louisiana Law.
- Vehicle Liability Insurance in the amount of \$1,000,000.00.

- General Liability Insurance in the amount of \$1,000,000.00.

## XV. DBE COMPLIANCE

It is the policy of the RTA to ensure access to the economic opportunity the agency offers in a manner that is fair and equitable and that affords participation to all citizens regardless of race, gender, ethnicity, age, religious background, sexual orientation and disability. Accordingly, the RTA's DBE Program is designed to increase small and disadvantaged business participation in RTA contracts and procurements. The growth and development of small and disadvantaged businesses is important to the New Orleans regional economy.

The RTA works to support that growth and development, in part, by providing business opportunities under its DBE Program Legal Authority.

The RTA is a recipient of federal transit funds from the U.S. Department of Transportation Federal Transit Administration (FTA). As a condition of receiving this federal funding, RTA is legally required to establish and maintain a DBE program in compliance with Title 49 of the U.S. Code of Federal Regulation, Part 26 (49 CFR Part 26).

### Non-Discrimination

The Contractor shall not discriminate on the basis of race, color, religion, sex, age, national origin, or disability in the performance of this Agreement.

### DBE Participation

Contractor shall count only the value of the work actually performed by its DBE subcontractor toward attainment of the DBE goal. Contractor shall also ensure that any work that its DBE subcontractor has subcontracted to a non-DBE firm does not count toward attainment of the DBE goal. Finally, Contractor shall ensure that any fees or expenses paid to its DBE subcontractor are only counted toward attainment of the DBE

goal if the DBE subcontractor is performing a commercially useful function under this Agreement.

#### Prompt Payment of Subcontractors.

Contractor shall pay each subcontractor under this Agreement, especially DBE firms, no later than five (5) business days from the receipt of each payment Contractor receives from the RTA. Contractor further agrees to return retainage payments to each subcontractor, especially DBE firms, within five (5) business days after the subcontractor's work is satisfactorily completed and accepted by the RTA, and all delays 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.

#### DBE Contract Termination.

Contractor shall not terminate for convenience the contract of its DBE subcontractor and subsequently perform the work of the terminated DBE subcontractor with its own forces or those of an affiliate, without prior written consent from the RTA. In addition, if a DBE subcontractor is justifiably terminated, or fails to complete its work for any reason, Contractor must make good faith efforts (also referred to as best efforts) to find another certified DBE firm to substitute for the original DBE subcontractor. The good faith efforts must be directed towards finding a substitute DBE subcontractor to perform at least the amount of work needed to meet the DBE goal.

#### Monthly Reporting.

Contractor must complete and submit to the DBE Liaison Officer for the RTA (DBELO) monthly and quarterly reports of DBE firm participation under this Agreement. Failure to report DBE activity is a material breach of this agreement that shall result in such remedy as the RTA deems appropriate and may include withholding payment of invoices until such time as the monthly reports are received or penalties of \$100 per day.

#### Access to Books and Records.

Contractor must grant the DBELO reasonable access to its books and records for the purpose of verifying Contractor's compliance with the RTA DBE Program requirements.

Contractor Assurance.

The contractor, subcontractor or sub-recipient (hereinafter contractor) shall not discriminate on the basis of race, color, national origin, sexual orientation, age or disability in the performance of this contract. Additionally, the Contractor must comply with all requirements of the RTA DBE Program as authorized by the Code of Federal Regulations 49 CFR Part 26. Failure by Contractor to carry out these requirements is a material breach of this Agreement, which shall result in such remedy as the RTA, deems appropriate and may include the termination of this Agreement.


IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals in the presence of the undersigned competent witnesses.

ATTEST:

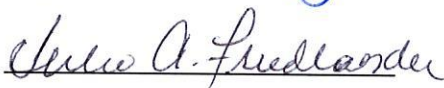
  
\_\_\_\_\_  
  
\_\_\_\_\_

BY:


REGIONAL TRANSIT AUTHORITY

  
\_\_\_\_\_  
SHARONDA R. WILLIAMS  
CHAIRWOMAN OF THE BOARD  
OF COMMISSIONERS

ATTEST:

  
\_\_\_\_\_  
Staff Counsel

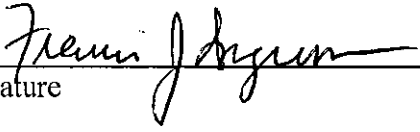
BY:

  
\_\_\_\_\_  
Francis J. Ingrassia, President  
AUTHORIZED OFFICER OF  
CLEVER DEVICES LTD.

**Certification By Officer of  
CLEVER DEVICES LTD.**

Approved as to legal form and adequacy and as to the authorization of the signatory hereto on behalf of CLEVER DEVICES LTD. on the date herein above shown.

Dated this 16th day of December, 2016.

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
President

\_\_\_\_\_  
Title





ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH/COUNTY OF ORLEANS

ON THIS 16<sup>th</sup> day of December, 2016 before me, appeared Sharonda R. Williams, to me personally known, who being by me duly sworn, did say that she is the Chairwoman of the Board of the Regional Transit Authority (RTA), a political subdivision of the State of Louisiana, and that the attached Agreement was signed on behalf of the RTA by authority of its Board of Commissioners, and said appearer acknowledged said instrument to be the free act and deed of the RTA.

IN WITNESS WHEREOF I have hereunto set my official hand and seal on the date above written.



NOTARY PUBLIC IN AND FOR  
ORLEANS PARISH, LOUISIANA

LA. BAR #10596

EXHIBIT A  
Request for Proposals (RFP) No. 2016-009, as amended

**PUBLIC NOTICE  
REGIONAL TRANSIT AUTHORITY**

**AUTOMATIC VEHICLE LOCATION/COMPUTER AIDED DISPATCH SYSTEM  
REQUEST FOR PROPOSAL (RFP) #2016-009**

**Project Description:** The New Orleans Regional Transit Authority is seeking to purchase and install an Automatic Vehicle Location/Computer Aided Dispatch System (AVL) for the fixed route and streetcar services. The system will be installed on approximately 146 line service buses, 66 in service streetcars and 10 supervisors vans, as per specification in RFP #2016-009.

**How to obtain a copy of the RFP:** Specifications and further information concerning the RFP may be obtained beginning May 11, 2016 from the RTA's new E-BID website at <https://www.ebidexchange.com/NORTA>. You will be required to first register on this website. The RFP can also be obtained at Regional Transit Authority's website at <http://www.norta.com>.

**Responding to RFP:** Qualifications shall be submitted via the RTA's Procurement E-Bid Exchange website or must be received by the Regional Transit Authority, Procurement Department, 2817 Canal St., New Orleans, LA, 70119 on or before 4:45 P.M., Monday, June 13, 2016.

**A Pre-Submittal Meeting** will be held in the RTA Board Room on Wednesday, May 25, 2016 at 11:00 a.m. Any questions or further information concerning the RFQ may be obtained from Adonis C. Expose', beginning on Wednesday, May 11, 2016, via e-mail at [adonis.expose@transdev.com](mailto:adonis.expose@transdev.com) or the website at [www.norta.com](http://www.norta.com).

RTA in accordance with 49 Code of Federal Regulations (CFR) Part 26 has an obligation to ensure nondiscrimination of Disadvantaged Business Enterprises (DBEs) and to comply with all federal, state and local regulations relative to utilization of DBEs on publicly funded projects. The RTA is committed to utilization of DBEs on all federally funded projects toward attainment of the agency's established overall goal of 28%. **The RTA has established a Disadvantaged Business Enterprise (DBE) goal of 13.5% for this project.**

Notice to all offerors is hereby provided that in accordance with all applicable federal, state and local laws the RTA will ensure that DBEs are afforded full opportunity to submit offers and responses to this solicitation and to participate in any contract consummated pursuant to this advertisement. Additionally, no offeror will be discriminated against on the basis of age, sex, race, color, religion, national origin, ethnicity or disability. As such, award of the contract will be conditioned on meeting the requirements of the federal, state and local laws for Equal Opportunity including compliance with the policies of DBE Program.

The RTA reserves the right to accept or reject any and all submittals.

**Justin T. Augustine, III  
Vice President – Transdev**

**In Service to the RTA**

REQUEST FOR PROPOSALS  
FROM  
REGIONAL TRANSIT AUTHORITY

SUBJECT: Purchase and Installation of an Automatic Vehicle Location/Computer Aided Dispatch System

DATE: May 11, 2016

REQUEST FOR PROPOSALS NO. 2016-009

PROPOSAL RECEIPT DEADLINE: June 13, 2016, 4:45 P.M.

The Regional Transit Authority invites PROPOSALS for the services set forth above in accordance with the specifications enclosed herewith.

Proposals **MUST** be received at the RTA's Offices by the date and time set as the Proposal Receipt Deadline.

Enclosures ("X" indicates item enclosed)

- Instructions to Proposers
- Terms and Conditions
- Evaluation
- Attachments

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## INSTRUCTIONS TO PROPOSERS

### 1.1 PROPOSALS

Proposals shall provide a straight forward, concise delineation of the proposer's capability to satisfy the requirements of the Request for Proposals. Each proposal shall be submitted in the requested format, and provide all pertinent information including but not limited to information relevant to personnel assignments, specifications/scope of work, work completion, schedules, etc., as provided in this Request for Proposals. Each proposal shall be signed in ink by a duly authorized officer of the company.

### 1.2 PROPOSAL SUBMISSIONS

Proposals can be sent electronically through RTA's E-bid Exchange web site at <https://www.ebidexchange.com/NORTA> until 4:45 P.M., on the date established as the submittal receipt deadline or upon request a hardcopy may be mailed to: Regional Transit Authority, Attn: Procurement Department, 2817 Canal Street, New Orleans, LA 70119. Proposals received after the specified date shall be considered late and, therefore, shall not be considered for award. Each proposal shall be in the form specified in this Request for Proposals, and shall be in a sealed envelope with the name of the Proposer, the date scheduled as the proposal receipt deadline, and the title of the Request for Proposals marked on the outside.

### 1.3 PROPOSER REVIEW PROCEDURE

For the purposes of this paragraph, all submissions must be received by the RTA no later than 4:45p.m. (Central time) on the date specified as the deadline for the submission.

#### A. Request for Modification or Clarification

This section establishes procedures for proposers to seek review of this Request for Proposals and any addenda. A proposer may discuss this Request for Proposals and any addenda with the RTA. Such discussions do not, however, relieve proposers from the responsibility of submitting written, documented requests.

Proposers may submit to the RTA requests for interpretations, clarifications or modifications concerning any term, condition and/or specification included in this Request for Proposals and/or in any addendum hereto. Any such request must be received by the RTA, in writing, not less than **SEVEN (7) calendar days** before the date of scheduled proposal receipt deadline. All requests must be accompanied by all relevant information supporting the request for modification, interpretation, clarification or addendum of this solicitation.



RTA will issue a written determination relative to each request made pursuant to this procedure. The written determination must be mailed or otherwise furnished to all proposers at least **THREE (3) calendar days** before the date scheduled as the proposal receipt deadline.

b. Protest Procedures

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

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

Prior to any action in court, the Director of Procurement/Transdev 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/Transdev or his designee shall within thirty (30) calendar days of protest issue a decision in writing. The decision shall:

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

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

1. The decision is fraudulent; or
2. The person adversely affected by the decision has submitted a timely administrative appeal to the General Manager/Transdev.

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/Transdev makes a written determination that the award of the contract is necessary without delay to protect the substantial interests of the RTA.

The General Manager/Transdev shall have the authority to review and determine any appeal by an aggrieved person from a determination by the Director of Procurement/VT or his designee.

The aggrieved person must file an appeal within five (5) calendar days of receipt of a decision from the Director of Procurement/Transdev.

On any appeal of the decision of the Director of Procurement/Transdev, the General Manager/Transdev 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/Transdev or his designee shall not be final or conclusive.

A copy of the General Manager's/Transdev decision shall be mailed or otherwise furnished immediately to the protestant or any other party intervening.

The decision of the General Manager/Transdev 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 General Manager/Transdev or the Director of Procurement/Transdev to perform the duties provided for in this Paragraph.

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

#### **1.4 CONTRACT DOCUMENTATION**

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

#### **1.5 COST OF PROPOSAL**

Any costs incurred by proposers responding to this Request for Proposals in anticipation of receiving a contract award will not be reimbursed by the RTA. Payments will only be made pursuant to a contract between the RTA and the successful proposer.

**1.6 PROPOSAL POSTPONEMENT AND ADDENDA**

The RTA reserves the right to amend the instructions, general conditions, special conditions, plans, scope of work, and specifications of this solicitation up to the deadline date for proposal receipt. Copies of such addenda shall be furnished to all prospective proposers. Where such addenda require changes in the services or prices quoted, the final date set for proposal receipt may be postponed by such number of days as in the opinion of the RTA shall enable prospective proposers to revise proposals.

**1.7 CANCELLATION OF REQUEST FOR PROPOSALS**

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

**1.8 PROPOSAL REJECTION**

The RTA reserves the right to accept or reject any and all proposals submitted.

**1.9 SINGLE PROPOSAL RESPONSE**

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

**1.10 PROPOSAL WITHDRAWAL**

Prior to the date and time set for the Proposal Receipt Deadline, proposals may be modified or withdrawn by the proposer's authorized representative in person, or by written, facsimile or electronic notice. If proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written, facsimile or electronic notices shall be received in the RTA Canal St. offices no later than the date scheduled as the proposal receipt deadline. After the Proposal Deadline, proposals may not be withdrawn for sixty (60) calendar days.

**1.11 ACCEPTANCE OF PROPOSALS**

Each proposal shall be submitted with the understanding that it is subject to negotiation at the option of RTA. Upon acceptance in writing by RTA of the final offer to furnish any and all of the services described herein, the parties shall promptly execute the final contract documents. The written contract shall bind the Proposer to

furnish and deliver all services as specified herein in accordance with conditions of said accepted proposal and this Request for Proposals, as negotiated.

#### **1.12 EVALUATION OF PROPOSALS**

All proposals received will be evaluated under the two-step procurement method. The evaluation criteria are provided in this Request for Proposals. Though price shall not be considered during the initial evaluation of proposals, all proposers are required to submit a price proposal in a separate envelope. The proposer receiving the highest point total during the technical evaluation phase of the selection process may be called in for negotiations. The contract will be awarded based on the Best Value to the RTA. RTA shall have the right to conduct any reviews it deems necessary and audit the business records of any and all proposers to determine the fairness and reasonableness of the offer. RTA reserves the right to award this contract without conducting negotiations.

#### **1.13 AWARD PROCEDURE**

Within a reasonable time after the proposal receipt deadline, the RTA will transmit the contract documents to the Contractor. The contract documents will, at a minimum, consist of this Request for Proposals and any addenda thereto, the Contractor's proposal, RTA's standard contract provisions and provisions required by FTA.

#### **1.14 OFFERS**

Each proposal submitted shall include all labor, materials, tools, equipment, and other costs necessary to fully complete the scope of services pursuant to the specifications provided herein. Any omissions derived from such specifications which are clearly necessary for the completion of the work specified herein shall be considered a portion of this Request for Proposals.

**1.15            ADDENDA**

Proposers shall acknowledge receipt of all addenda to this Request for Proposals. Acknowledged receipt of each addendum shall be clearly established and included with each proposal. The undersigned acknowledges receipt of the following addenda.

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

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
RFP 2016-009

## **II. TERMS AND CONDITIONS**

### **2.1 OMISSIONS**

Notwithstanding the provision of drawings, technical specifications or other data by the RTA, the Contractor shall have the responsibility of supplying all items and details required to perform the services specified.

### **2.2 COMMUNICATIONS**

All official communications in connection with this contract shall be in writing.

### **2.3 OFFICIAL RECEIPT**

Communications shall be considered received at the time actually received by the addressee or designated agent.

### **2.4 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.

### **2.5 INDEMNIFICATION**

The Contractor covenants and agrees to fully defend, protect, indemnify and hold harmless the Regional Transit Authority (hereinafter "RTA"), Transdev, their directors, officers, employees and agents from and against all liability, including strict liability, claims, demands, and causes of action brought by others against RTA, and Transdev, and expenses, including but not limited to reasonable attorney's fees; and expense incurred in defense of RTA, and Transdev, 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, and Transdev's negligence.

## **2.6 SUBCONTRACTING AND ASSIGNMENT**

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.

## **2.7 CONFIDENTIALITY**

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

## **2.8 WRITTEN CHANGE ORDERS**

Oral change orders are not permitted. No change in this contract shall be made unless the RTA gives its prior written approval therefore: The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract and signed by the RTA.

## **2.9 CHANGE ORDER PROCEDURE**

Within thirty (30) calendar days after receipt of the written change order to modify the contract, the Contractor shall submit to the RTA a detailed offer 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 Federal Transit Administration 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. RTA shall have the right to perform any analysis it deems necessary in connection with modification sought by Contractor. Such analyses may include but not be limited to a review and/or audit of Contractor's business records.

## 2.10 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 General Manager. 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 General Manager 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 there under 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 there under, except as may be specifically agreed in writing.

## 2.11 TERMINATION

a. **Termination for Convenience (General Provision)** The RTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the RTA's and/or the Government 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.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the RTA may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it 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.

c. Opportunity to Cure (General Provision) The RTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor thirty (30) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to RTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from RTA setting forth the nature of said breach or default, RTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude RTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach. In the event that RTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by RTA shall not limit RTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

## **2.12 ACCESS TO RECORDS**

The following access to records requirements apply to this Contract:

1) RTA is a grantee of the FTA and as such in accordance with 49 C.F.R. 18.36(I), the Contractor agrees to provide the RTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly

pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives access to Contractor's records pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2) Where the Purchaser is a State and is the RTA or a sub grantee of RTA in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including PMP Contractor, access to Contractor's records pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3) Where the RTA enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, an hospital or other non-profit organization and is the FTA grantee or a sub grantee of the RTA in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the RTA, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4) Where RTA or a sub grantee of the RTA in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) through other than competitive bidding, the Contractor shall make available records related to the contract to the RTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the RTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions thereto. Reference 49 CFR 18.39(I) (11).

**2.13 OWNERSHIP OF DOCUMENTS**

Any documents, 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.

**2.14 INTERESTS OF MEMBERS OF, OR DELEGATES TO, CONGRESS**

In accordance with 18 U.S.C. Subsection 431, no member of, of 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.

**2.15 CONFLICT OF INTEREST**

No Board Member, employee, officer or 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;
- b. Any member of his immediate family;
- c. His or her partner; or
- d. An organization which employs, or is about to employ any of the above, has a 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.

**2.16 GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

Certification Regarding Debarment, Suspension, and other Responsibility Matters -Lower Tier Covered Transactions (Third Party Contracts over \$100,000)

The following language and attached certificates must be completed and submitted as a prerequisite for consideration for award. This language and certification must also be included for all sub-contracts issued pursuant to any contract awarded hereunder.

### Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transactions was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, RTA may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to RTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “persons”, “lower tier covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29].

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by RTA.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transaction.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which determines the eligibility of its principals. Each participant should check the “excluded party list” issued by U.S. General Service Administration @ [www.epls.gov/](http://www.epls.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to

exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, RTA may pursue available remedies including suspension and/or Debarment.

## **2.17 RESTRICTIONS ON LOBBYING**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR 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 each tier up to the RTA.

## **2.18 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.

## 2.19 ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## 2.20 WORK HOURS AND SAFETY STANDARDS ACT

### **Pursuant to Section 102 (Overtime)**

(1) **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week.

(2) **Violation; Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of Ten Dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for Unpaid Wages and Liquidated Damages:** The RTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts:** The contractor or subcontractor shall insert in any subcontracts the clause set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

(5) **Payrolls and basis records:** (I) Payrolls and basis records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

## 2.21 CIVIL RIGHTS ACT

The following requirements apply to the underlying contract:

(1) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U. S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department

of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S. C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S. C. § 12112, the Contractor agrees that it will comply with the requirements of U. S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act”, 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **2.22 DISADVANTAGE BUSINESS ENTERPRISE**

It is the policy of the RTA to ensure that DBE’s as defined in Part 26, have an equal opportunity to participate to receive and participate in DOT-assisted contracts. It is, also, our policy –

- (i) To ensure nondiscrimination in the award and administration of DOT assisted contracts;
- (ii) To create level playing field in which DBE’s can compete fairly for DOT assisted contracts;



- (iii) To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- (iv) To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBE's;
- (v) To help remove barriers to the participation of DBE's in DOT assisted contracts;
- (vi) To assist the development of firms that can compete successfully in the market place outside the DBE program.

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

#### PROMPT PAYMENT

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

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

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

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

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

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

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

## **2.23 PRIVACY ACT 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.

## **2.24 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.

## **2.25 INSURANCE AND LICENSES**

The Contractor shall at all times during the contract period carry all insurance and licenses as required by law.

In addition to insurance required by law, Contractor shall at all times' carry, with an insurance company acceptable to RTA, the following types and amounts of insurance. Prior to contract execution, the Contractor shall furnish to RTA certificates showing types, amounts, class of operation covered, effective dates and dates of expiration of policies.

Workers' Compensation Insurance in Statutory Amounts required by the State of Louisiana; Professional Liability Insurance in the amount of \$1,000,000.00; Errors and Omissions Insurance in the amount of \$1,000,000.00; Vehicle Liability Insurance both owned and hired vehicles in the amount of \$500,000.00 and General Liability Insurance in the amount of \$1,000,000.00.

For protection of the RTA, all insurance required above shall name RTA and Transdev as additional insured and shall provide a waiver of subrogation as to RTA and Transdev. All insurance policies provided in connection with this contract shall provide that the insurance may not be canceled or changed without thirty (30) days prior notice to RTA. If RTA rejects any policy obtained in connection herewith, Contractor shall obtain the same insurance from a company acceptable to RTA. All subcontractors shall be governed by the same insurance requirements contained herein.

## **2.26 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest agree to comply with all applicable requirements of

the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. sections 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794; section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. section 1612; and the following regulations and any amendments thereto:

(a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(c) U.S. DOT regulations, "American with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;

(d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provision of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

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

**2.27 APPLICATION OF FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS**

(a) Federal Laws and Regulations

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

(b) State or Territorial Law and Local Law

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

**2.28 CLEAN WATER**

(1) The Contractor agrees to comply with applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the RTA and understands and agrees that the RTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**2.29 FLY AMERICA**

Contractor and all subcontractors at every tier shall comply with the requirements of 49 U.S.C. 40118 and 4 CFR Part 52. Specifically, whenever work under this agreement may involve international transportation of goods, equipment or personnel by air, only U.S. flag air carriers shall be utilized, to the extent service by these carriers is available. Additionally, Contractor and any subcontractors at every tier shall include this requirement in all subcontracts. Further, in every instance where Contractor or any subcontractor(s) cannot comply with the requirements herein, a certification, in proper form, stating the reasons for non-compliance shall accompany the request for reimbursement or payment.

**2.30 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.

### **2.31 STATE AND LOCAL LAW DISCLAIMER**

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

### **2.32 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.

### **2.33 CLEAN AIR**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the RTA and understands and agrees that the RTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **2.34 RECYCLED PRODUCTS**

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

### **2.35 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et. seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S. C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **2.36 NON-COLLUSION AFFIDAVIT**

The attached "non-collusion affidavit" must be properly executed and submitted by Contractor prior to contract award.

## **2.37 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.

**2.38 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.

**2.39 GEOGRAPHIC RESTRICTIONS**

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

**2.40 BUY AMERICA**

This Contract is subject to the Federal Transit Administration Buy America Requirements in 49 CFR 660. The bidder is required to submit a signed Buy America certification with the bid. The necessary forms are available on <http://www.norta.com>. Section 165(a) of the Surface Transportation Act of 1982 permits FTA participation on this contract only if steel, and manufactured products used in the contract are produced in the United States.



### **III. EVALUATION CRITERIA**

#### **3.1 BROOKS ACT/QUALIFICATIONS BASED EVALUATION**

All submittals in response to this solicitation shall be evaluated pursuant to the Brooks Act. Therefore, price shall not be considered during the technical evaluation of the submittals. Each submittal will undergo an administrative evaluation.

Note Paragraph 3.2 ADMINISTRATIVE EVALUATION, below.

Upon completion of the administrative evaluation, responsive submittals will be distributed, for review only, to the Technical Evaluation Committee. Following the collection of submittals, a public Technical Evaluation Committee meeting will be held to complete the evaluation of the submittals. The highest scoring submitter will then meet with RTA staff to begin scope of work and fee negotiations. If a fair and reasonable fee cannot be agreed to between the highest ranked submitter and the RTA, then RTA staff will meet with the second highest scoring submitter to begin fee negotiations. Then the third highest scored submitter, etc., until a fair and reasonable fee and scope are agreed to by both parties.

#### **3.2 ADMINISTRATIVE EVALUATION**

Prior to the distribution of submittals to the Technical Evaluation Committee, the RTA shall perform an administrative evaluation of each submittal to determine completeness and responsiveness to this RFP.

#### **3.3 EVALUATION CRITERIA**

The following evaluation criteria will be used by the Technical Evaluation Committee. The criteria and the weighted values (in parentheses) to be used by the Technical Evaluation Committee in evaluating responses for the selection of a firm(s) to perform this service(s) are listed below:

1. (30) Overall Qualifications - capability of team, professional competence and character of the team including relevance and substance of providing and installing an Automatic Vehicle Location/Computer Aided Dispatch System (AVL) for the fixed route and streetcar services.
2. (25) Technical Qualifications - Suitability of the firm's approach to meet the needs and criteria set forth in the RFP based on the Letter of Interest that includes a detailed description of your team's approach and capability to provide and install an Automatic Vehicle Location/Computer Aided Dispatch System (AVL) for the fixed route and streetcar services.

3. (25) Accomplishments - Prior experience and results on similar projects.
4. (10) Firm's current work load including proposed start date and tentative schedule.
5. (10) Accessibility of those assigned to the project to meet with RTA staff.

### **3.4 CONTRACT AWARD**

RTA shall score and rank all proposals based upon the evaluation criteria contained herein. An interview and/or presentation may be required. Award of this contract shall be to a properly licensed, responsible offeror deemed the most qualified, for which fair and reasonable compensation can be determined.

Proposers are reminded that price/cost shall not be used as an evaluation factor during the initial evaluation. However, proposers are required to submit cost data separately with their proposal. Proposals which do not contain cost/price information may be considered non-responsive to the administrative requirements of the RFP.

### **PROPOSAL PRICING RESTRICTIONS**

Any proposed overhead rate which exceeds 75% of approved categories (e.g., "labor") shall be substantiated by a current audit performed by an independent Certified Public Accounting Firm. Any proposed overhead rate which exceeds 100% of the approved categories shall be substantiated by a current audit conducted by a federal or state agency. Labor rates for all individuals who may perform any work associated with this project shall be identified in the proposal. The individuals will be identified by name and job category. This requirement extends to all individuals whether classified as professional or non-professional. Any changes in labor rates and/or additions or changes to personnel providing work on this project must be pre-approved by RTA in writing.

### **3.5 OVERHEAD RATES**

Contractor will be required to submit an audited overhead rate.

**ATTACHMENT I**

**SCOPE OF WORK**

**REQUEST FOR PROPOSAL  
FOR THE PURCHASE and INSTALLATION OF  
AUTOMATIC VEHICLE LOCATION/  
COMPUTER AIDED DISPATCHING SYSTEM (AVL/CAD)**

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**OVERVIEW**

The Regional Transit Authority (RTA) desires to procure an Automatic Vehicle Location/Computer Aided Dispatch System (AVL) for our fixed route and streetcar services. The requested system will (based on available funding) be installed on approximately one hundred and forty six (146) line service buses, sixty six (66) in service streetcars and ten (10) supervisor vans.

The AVL system shall include all installation, testing, documentation, equipment, wire labeling, training, warranty, cell & wireless service implementation, maintenance and support as outlined in these specifications and proposal.

All work for this project shall take place at the RTA Administration/Maintenance facility located at 2817 Canal Street, New Orleans, LA 70119.

The Bidder shall perform all work detailed in the specifications and proposal. The scope of work to be performed includes furnishing all materials, tools, equipment, transportation, supervision and performing all labor and services necessary and incidental to designing, installing and testing the AVL system in accordance with requirements.

The Bidder shall be responsible for end-to-end implementation and shall quote and provide/supply any items not included in the bill of material (proposal) but required for commissioning of the AVL system. RTA shall not pay for any items which have not been quoted specifically by the Bidder in the proposal but are required for successful completion of the project.

**COOPERATION WITH OTHER CONTRACTORS AND RTA**

The Bidder shall cooperate with other Contractors (not related to the AVL project) and RTA employees. The Bidder shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other Contractor's or RTA employees' work. The Bidder shall adjust and coordinate their work so as to permit proper and timely completion of all work. The Bidder will also follow all of RTA safety guideline and procedures.

RTA's safety manual will be provided after contract award.

# **TECHNICAL SPECIFICATIONS**

## **Section 1 – Introduction**

This Specification provides a summary description of an Automatic Vehicle Location/Computer Aided Dispatch (AVL) system and other software/hardware solutions to be purchased by the Regional Transit Authority (RTA) to support its fixed route and streetcar services.

This is a functional specification although detailed requirements are sometimes expressed where necessary to convey design concepts. The use of the Proposer's standard, off-the-shelf, service-proven offering is generally preferred where equivalent to the functional request of the Specification.

### **1.1 RTA Service and Operations**

RTA's service territory is comprised of the parishes of Orleans, Jefferson, St. Tammany, St. Bernard, and such other adjacent parishes as may elect to participate. RTA's services include fixed-route "Line" service consisting of approximately 146 buses and streetcar service consisting of 66 streetcars.

### **1.2 Existing Facilities and Systems**

RTA's current AVL/CAD System is Force Multiplier Solutions, Inc's BusGuard Premiere Solution.

#### **1.2.1 RTA Administration/Maintenance Facility**

RTA's fixed route dispatch (operations) center is located on the second floor of RTA's Administration facility located at 2817 Canal Street New Orleans, LA 70119. Administrative functions and data equipment supporting all dispatching and administrative functions are to be located on the second floor of this building.

#### **1.2.2 RTA Streetcar Maintenance Facility - Carrollton**

RTA's St. Charles streetcar maintenance facility is located at 8255 Willow St. New Orleans. The Carrollton Facility performs the maintenance support functions for all streetcars and heavy streetcar maintenance functions. The indoor shop layout includes 15 streetcar track positions for inspection, streetcar positions for preventive and corrective maintenance and repairs, and storage.

#### **1.2.3 ENO Administrative and Maintenance Facility**

RTA's Eastern New Orleans Facilities are located at 3900 Desire Parkway New Orleans. The facility is comprised of two buildings: one to house Fixed Route operations, dispatch and training and the other housing future Fixed Route Maintenance activities.

#### **1.2.4 Existing Radio Communications Infrastructure**

RTA's radio communications is handled through newly acquired Motorola 800 MHz trunked radio system. As such, the AVL system will not require any radio resources or switching from a data communications mode to the RTA's voice system. The AVL system shall be independent of the RTA's radio system and shall be completely operated using a third party cellular communications mechanism and Wi-Fi where available.

#### **1.2.5 RTA Scheduling Software**

RTA utilize Trapeze FX version 12.023.0 for fixed route bus and streetcar scheduling. This includes stop ID's for every bus stop and streetcar stop.

#### **1.3 Bidder's Standard Service-Proven Products**

Bidders are encouraged to supply new standard, unmodified, service-proven products of computer and communication equipment manufacturers, established third-party hardware and software suppliers, and their own baseline product offerings where they meet or exceed the functional requirements of this specification.

#### **1.4 Bidder's Responsibilities**

The Bidder's responsibilities for the AVL system project shall include, but not limited to, the following:

- a. Assignment of a Project Manager who shall be the main point of contact with RTA's Project Manager. The Bidder's project manager shall have the ability to make decisions on behalf of the Bidder. The project manager may not be replaced without concurrence by RTA.
- b. Design and maintain master project schedule with significant milestones.
- c. System engineering and design.
- d. The system should include all servers, and backend infrastructure necessary to host and support the CAD/AVL System or provide a total hosted solution.
- e. All data transmitted wirelessly should be secured using 128bit encryption over a virtual private network.
- f. Initialization of the AVL system with existing vehicle data, Trapeze schedules, vehicle Operator data, bus stop locations, GIS map data (the parishes of Orleans, Jefferson, St. Tammany and St. Bernard), landmark locations and names, work rules, notes, and relief locations. Data initialization shall be the current information at the time of factory acceptance testing (FAT).
- g. Integration of all hardware, software, 4G LTE cellular, wireless and firmware into an operational system, which requires integration of all Bidder-furnished and installed equipment and software with all RTA-furnished and installed equipment and software.
- h. Equipment needed during FAT and any other equipment needed to implement a complete functioning system.
- i. Installation, data initialization, start-up, and checkout of the AVL system at all RTA sites.
- j. Testing of the AVL system at different points during installation. (See Section 3)
- k. All required engineering and programming necessary to implement the system and integrate with existing systems.

- i. Technical support to RTA during contract period.
- m. Complete documentation for all Bidder-provided training, hardware, and software.
- n. Project management and control, including periodic progress meetings with, and reporting to, RTA.
- o. Bidder is responsible for contacting all vendors with equipment that the AVL system will integrate with (i.e. GFI/SPX, Luminator, Hanover, Motorola, Trapeze, etc.)
- p. Bidder is responsible for paying for all time and material that is required for a vendor to integrate their software and equipment to the Bidder's AVL system. Data communications services, data display services, and end-user customization services for public real-time schedule and route information including public access to information via major bus stop information signs, SMS text messaging, internet, phone and mobile devices.

### **1.5 RTA's Participation**

RTA will review and approve design documents and participate in any and all testing. RTA will provide available information and available data to configure the system. RTA will provide the following resources, assets, and building accommodations to the Bidder for its use in connection with this project:

- a. Assignment of a RTA Project Manager who shall be the main point of contact between the Bidder and RTA. The RTA Project Manager shall have the ability to make decisions on behalf of RTA.
- b. Outlet connections for 120/240 VAC power and LAN/WAN access for the Bidder-supplied equipment.
- c. RTA-supplied workstations, and printers with the operating system software and LAN/WAN connections.
- d. General information needed by the Bidder to configure the system.
- e. Review and approval of the Bidder's project schedule.
- f. Review and approval of the Bidder's design.
- g. Review and approval of all Bidder-generated displays and reports.
- h. Review and approval of the Bidder's test plan and procedures.
- i. Review and approval of test results for acceptance.
- j. Review and approval of all payment requests.
- k. Coordinating access and permissions where required to facilitate Bidder's integration with RTA's existing vendors. (i.e. GFI/SPX, Luminator, Hanover, Motorola, Trapeze, etc.).

## **Section 2 - AVL SYSTEM FUNCTIONS**

### **2.1 General System Requirements**

The primary objectives of the CAD/AVL system project for fixed route service are to provide RTA with timely information on the location of RTA's vehicles for enhanced route planning, fleet operation management and passenger information.

There are also secondary objectives (item 2.3) that RTA would like to include as part of the proposal. These items should be priced separately so that they can be added or deleted as funding allows.

To meet these objectives the Bidder shall provide a state-of-the-art CAD/AVL and 4G LTE cellular communications system to further automate dispatch activities, information gathering, and "in route" scheduling adherence. The Bidder shall be responsible for including cellular data communication fees inside pricing. The Bidder shall be responsible for providing all hardware (including 10 dispatch workstations), software, deliverables, and services specified herein or as part of the proposal to accomplish the supply, installation, testing, documentation, training, warranty, and startup of the complete system that includes any related wireless data communications equipment and leased services, and all onboard vehicle equipment. The AVL system fixed-end components shall be installed in the various locations including the RTA dispatch center with remote access to any other areas requested in this specification or included in the proposal. The AVL system shall provide reliable and efficient data communications with RTA's line service vehicle fleet, support vehicles and any service expansion. The AVL system shall also provide a reliable and accurate AVL function that provides real-time tracking of all vehicles. The AVL system shall be in conformance with all National and Regional ITS Architectures and standards.

## **2.2 Core System Requirements**

This section describes the primary functions to be performed by the AVL system. The Bidder must address all described functions. The AVL system specified herein shall support RTA's fixed route and streetcar operations. The AVL system shall provide the following major functions:

- a. Integration of AVL functions for map-based, real-time tracking of vehicle status and location using third-party cellular communications with RTA's GIS system.
- b. Vehicle on-time reporting.
- c. Passenger informational website to show location of buses, streetcar and estimated time of arrival at stops.
- d. Map and schedule applications for passengers that are downloadable and works on Windows, Apple and Android devices.
- e. Integration with current scheduling and run cutting software (Trapeze version 12)).
- f. Software or interface allowing input/export of data into format used by General Transit Feed Specification (GTFS).
- g. Software or interface allowing automatic export of data into format used by Google Transit and Bing Transit mapping software and real time applications (GTFS-real-time and GTFS).
- h. Single login for Vehicle Operator and other users.
- i. Interface with Destination sign equipment (Luminator, Hanover), Farebox equipment (GFI/SPX ).
- j. Automated, real-time collection and dissemination of operational data on revenue trips, passenger counts, on time performance, including dates, times, fares collected, and other relevant trip information.
- k. Data capture, analysis and reporting system capable of producing information for the Federal Transit Administration's National Transit Database (NTD) report and other management reports.
- l. The AVL system shall provide an information storage function that collects and stores all operational data for the purpose of later retrieval and analysis. The operational data shall be retrievable to allow review of vehicle's (one to all vehicles) movement (on a map) based on time and dates requested by user.
- m. The system shall allow Operators to send predefined text data messages to Dispatchers.



- n. Capability for Dispatch to send pre-recorded automated voice messages to drivers, or batch messages to the whole fleet.
- o. Remote system access from outside of RTA's LAN/WAN for viewing and system administration.
- p. Provide real-time schedule information to the AVL system fixed-end components installed in the various locations and reports.
- q. Provide Two (2) years of system backup for configurations and historical data.
- r. Ability to wirelessly upgrade software on mobile equipment.
- s. An integrated voice annunciation/messaging system.
- t. The AVL system shall have the ability to include automatic passenger counting through the fare box integration.
- u. Camera System 12 channel DVR with 4 IP channels, and 8 Remote download, Auto on demand download using WiFi via RTA's wireless 802.11 B/G/N network and live viewing capabilities via 4G LTE cellular connection,, Backend software to tag/view video, Audio on each channel, Solid state HD large enough to retain 1 month of audio/video, and redundant SD card backup, Remote viewing via cellular GPS, Accelerometer, Embedded speed-time-date- Lat/Long in video recording IR cameras.
- v. The system should include Two (2) years license, maintenance and support.

### **2.3 Optional System Requirements**

Secondary features shall include: (Each feature should be priced separately on the proposal page)

- a. Integration with vehicle systems allowing the collection and reporting of data as it concerns the functioning of the bus, such as but not limited to electrical system, fluid pressures, engine diagnostics, speed etc. Data should be available in real-time to RTA's primary fleet management software (Ron Turley Associates) or other applications as needed.
- b. The AVL system shall have the ability to interact with digital information signs that shall display the respective estimated arrival for the next bus for each route that services the sign location.
- c. The AVL system shall be able to provide an interactive solution for passengers to allow the passenger to request an estimate arrival for the next bus or streetcar at a specific stop, SMS text messaging or via telephone. The AVL system should also allow the passenger to set up a reoccurring notification of bus arrival time at a specific stop and time. The Bidder shall provide additional information on other passenger interactive features. These features should be mobile related and in addition to the basic requirement.
  - a. the AVL shall have the ability to provide bus depot management.
- d. The AVL shall have the ability to automate the Operators pre-trip inspection and reporting.
- e. If possible the use of cellular should use a "hot-spot" style solution. The hot-spot shall be configured so that it has the ability to have a public Wi-Fi option. Any set-up shall give RTA's data priority. The device shall be able to be managed by RTA's staff to control access to the public Wi-Fi (i.e. block sites, limit log on time, etc.).
- f. The Bidder is encouraged to propose additional features that can benefit RTA and RTA's passengers.

## **2.4 Road Supervisor Vehicle Functions**

The Bidders proposal shall include equipping RTA's Road Supervisor vehicles with certain AVL system capabilities. Road Supervisors will primarily monitor service and do not dispatch; therefore, all functions for Road Supervisors shall be search and view only.

Proposers shall describe in their proposals any additional capabilities that are offered with this option.

## **2.5 National and Regional ITS Architectures and Standards**

It is a goal of RTA that the AVL system follow the guidelines and intent of the National ITS Architecture. While it is understood that some aspects of the architecture have not been fully designed or implemented, RTA strongly desires that all elements that can be reasonably achieved be included in the AVL system implementation. In order to encourage compliance and understand the extent to which the AVL system meets the architecture, the Contractor shall:

- a. For internal data exchanges between elements (i.e., between vehicle systems and the Transit management fixed-end system), the Contractor shall utilize the appropriate National ITS Architecture schemes where economically and operationally feasible.

The Contractor shall identify in its proposal, which, if any, internal structures will meet the guidelines, and if not, provide an explanation of why the guidelines have not been used.

- b. For data exchanges between the AVL system and external systems, the Contractor shall utilize the appropriate National ITS Architecture schemes.
- c. The delivered scheduling system interface shall support the transfer of data for the anticipated ultimate capacities, as defined elsewhere in this Specification.

All data transfers shall conform, where applicable, to the NTCIP (National Transportation Communications for ITS Protocol) Standard 1404-2000 for scheduling/run cutting objects.

## **Section 3 - TEST AND AVAILABILITY**

### **3.1 Factory Acceptance Testing**

The FAT shall demonstrate correct operation of all functions using the fully integrated AVL system, a subset of AVL system user workstations, fully initialized agency data, and onboard vehicle equipment (see below). All tests shall be performed, "over the air", using mobile antennas and the selected 4G LTE cellular network. The AVL system shall not be shipped until all FAT is completed to the satisfaction of RTA.

The FAT configuration shall include an AVL system user workstation, all servers and a complete set of onboard vehicle equipment for at least three buses, three streetcars and one Road Supervisor vehicle. Each set of vehicle equipment shall include all equipment and interfaces supplied by the Bidder under the AVL system project (e.g., data communications equipment,

AVL equipment, interfaces to existing devices, and any optional equipment selected by RTA for inclusion under this project) and devices to simulate data signals to and from devices supplied by others or already installed on the vehicles (e.g., GPS vehicle data, wheelchair lift/ramps, vehicle mechanical alarms, etc.).

All equipment that will be supplied by the Bidder, but not exercised as part of the FAT configuration (e.g., vehicle equipment and antenna systems), shall be tested using standard manufacturer's testing procedures and criteria. This testing may be conducted at another location, but the manufacturer's test results shall be supplied to and approved by RTA prior to the start of the factory test, and RTA representatives shall have the opportunity to witness these tests.

A comprehensive simulation test of all AVL functions shall be performed using the actual RTA service area base maps and all route and map overlays. The simulation testing shall include playback of previously recorded AVL data associated with a minimum of two vehicles simultaneously traversing a set of actual routes. The previously recorded AVL test data shall include all patterns that a vehicle could expect to encounter (e.g., on/off schedule, trip insertions, etc.). RTA requires that the simulation test of AVL functions exercise vehicle subsystems and not just the fixed-end components by simulating the GPS data feed to the vehicle subsystems that are being staged at the factory test. One approach would be to use AVL data recorded at the Validation Test for this purpose.

The FAT shall be considered successfully completed only when all tests have been performed, all variances have been resolved to the satisfaction of RTA, all test records have been issued to RTA, and RTA acknowledges, in writing, successful completion of the factory tests.

### **3.2 Field Testing**

After the FAT and after 10% of the fleet has had equipment installed, the Bidder shall conduct a field test run to verify that the AVL system is operational in the field. The Bidder shall record and correct all variances found during the field testing, including test procedure errors. Written certification that the field test run has been successfully completed and a report identifying the variances found and resolutions implemented shall be provided to RTA by the Bidder prior to installing the remaining equipment. A RTA representative shall witness and participate in all, or portions of, field test run.

### **3.3 Dry-Run Testing**

Prior to the start of the Functional Performance Test, the Bidder shall conduct a complete and a dry run of the entire system to verify that the AVL system is ready to be tested by RTA. The Bidder shall record and correct all variances found during the dry run testing, including test procedure errors. Written certification that the dry run has been successfully completed and a report identifying the variances found and resolutions implemented shall be provided to RTA by the Bidder at least one week prior to the start of the Functional Performance Test. A RTA representative shall witness and participate in all, or portions of, the dry run.

### 3.4 Functional Performance Test

The Functional Performance Test shall completely verify that all the specified and Bidder-proposed features and functions of the AVL system hardware, software, and firmware have been properly designed and implemented. RTA representatives will witness all tests.

RTA representatives may perform the hands-on actions of the test procedures, at RTA discretion. If RTA elects to perform the hands-on actions of the test procedures, knowledgeable Bidder representatives shall be present at all times to assist RTA with the testing.

## Section 4 - TRAINING, SUPPORT SERVICES, & EQUIPMENT

Requirements for Bidder-supplied training of personnel, for Bidder-supplied support services, and for maintenance of the AVL system are described in this Section.

### 4.1 Training

The Bidder shall provide a comprehensive training program that prepares RTA personnel for operation, administration, and elementary troubleshooting of the AVL system. Training shall be conducted by the Bidder, the Bidder's subcontractors, third-party software suppliers, and/or original equipment manufacturers (OEMs) at a location determined by RTA and at times that are convenient to RTA's staff. The training requirements of this specification shall apply to courses taught by subcontractors, third parties, and OEMs, as well as to courses taught by the Bidder.

The Bidder shall provide a list of training courses including the title of each course, a list of topics covered, duration, prerequisites, and training site.

The training should include, but not limited to:

System Administration Training  
AVL System User Training  
Revenue Vehicle Operator Training  
Road Supervisor Training  
Report Generation Training  
Maintenance Training (Wiring, integration with other equipment, power, device, antennas, etc.)

### 4.2 Class Size

The Bidder shall provide training, at a minimum as provided below, for the following number of RTA personnel:

Course Title	Number of Participants/class	Number of Classes
Hardware Support	3	1
System Administration	3	1
AVL System User	10	2
Vehicle Operator Instructor (Train the Trainer)	5	1
Report Generation		2

Proposals shall indicate the duration of each course in hours.

RTA personnel involved in field testing shall be properly trained on the use and operation of the system before participating in those tests. Final training to all types of users shall be scheduled to occur within six months of their actual production use of the system. The Bidder shall finalize the training schedule in consultation with RTA after contract Award.

#### **4.3 Maintenance after Warranty**

Bidder shall include in the proposal a separate maintenance contract pricing per year for five years. Where applicable, the pricing shall be based on installed equipment, with total cost equal to a per-unit cost multiplied by the number of units under contract. The per-unit cost for additional units shall be provided in the pricing section of the proposal.

#### **4.4 Special Equipment**

Any special test equipment, and any other special devices necessary to do basic troubleshooting and basic, routine repair of the equipment to be maintained by RTA shall be delivered with the AVL system and included in the base cost of the proposal.

#### **4.5 Spare Parts**

The Bidder shall have available appropriate identical or backward-compatible replacement parts that are required for simple, basic, routine maintenance that are field-replaceable in case of original or replacement part failure. All parts and assemblies used for replacement shall be new, or equal to new (per manufacturer specifications) in performance, and shall carry a new equipment warranty. The Bidder shall keep in stock an adequate supply of parts, or have timely access to parts, so as to allow all failures to be corrected within a reasonable time period.

**ATTACHMENT II**

**Acknowledgement and Authorization of Executive Session**



**ATTACHMENT III**  
**SUPPLIER SUBMISSION CHECKLIST**



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

Implementation Timeline

Letter of Interest\*

Consultant Questionnaire Form\*

Non-Collusion Affidavit\*

Certificate on Primary Debarment \*

Certificate Regarding Debarment– Lower Tier \*

Certification of Restrictions on Lobbying \*

Buy America Certificate of Compliance\*

Participant Information Form\*

DBE Compliance Form 1 Good Faith Effort (NOTE: Submit only if Bid Compliance Affidavit is not met)\*

DBE Compliance Form 2 Subcontractors List\*

DBE Compliance Form 3 - Prime Contractor Affidavit\*

DBE Compliance Form 4 – Subcontractor Affidavit\*

DBE Compliance Joint Venture Eligibility Form, if applicable\*

Acknowledgment and Authorization of Executive Session\*

**\*Due on the proposal submittal date.**

**All other forms are due within 3 days of being requested by RTA.**

INSTRUCTIONS FOR OBTAINING FORMS

Go to RTA's official web site at

[http://www.norta.com/Business Center/Procurement Information/](http://www.norta.com/Business_Center/Procurement_Information/).

**CLICK ON “PROCUREMENT INFORMATION” ON THE LEFT-HAND SIDE OF SCREEN FOR A LIST OF DOWNLOADABLE FORMS**

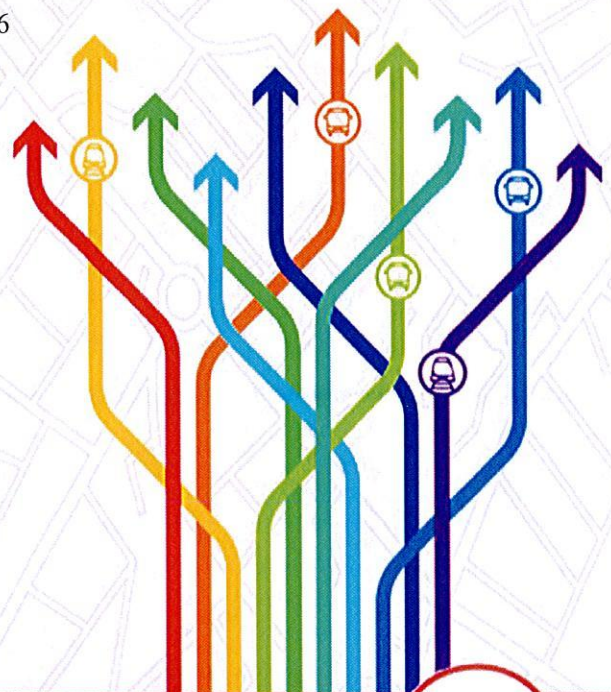
**EXHIBIT B**  
**Submittal by Contractor**

EXHIBIT C  
"Best and Final" Offer submitted by Contractor

**Clever Devices'  
Price Proposal to  
The New Orleans Regional Transit  
Authority (NORTA) for  
Automatic Vehicle Location/Computer  
Aided Dispatch System  
Request for Proposal (RFP) #2016-009**

June 28, 2016

Clever Devices Ltd.  
300 Crossways Park Drive  
Woodbury, NY 11797



## **1 Price Proposal**

On the following pages, Clever Devices has provided our price proposal for NORTA's review. This pricing information is confidential and proprietary to Clever Devices.

To meet the proposed schedule and pricing, it is important that Clever Devices receives timely response to questions and access to necessary personnel. Additionally, our proposal also assumes that all third party software, systems, components, and equipment are functioning properly and to manufacturers' specifications during all phases of the project and NORTA has existing contracts with the providers to resolve any issues.

Item	Qty	Description	Unit Price	Extended Price
<b>Base Project</b>				
1	199	IVN System for 133 Fixed Route & 66 Street Cars Includes: - IVN Controller, Transit Control Head, 5-Band Antenna, Antenna Cables, Digi Routers, Brackets, Interior LED Sign, Farebox Interface and Cable, One (1) Bus-in-Box - System Design, Configuration and Testing - Equipment Decommission and Installation - Project Management	\$13,517.58	\$2,689,998.00
2	1	Central Fixed End Server Hardware, 10 Workstations and Central Software	\$528,223.00	\$528,223.00
3	1	Ridecheck Plus Manual Survey Tool & Processing	\$83,500.00	\$83,500.00
4	1	Trapeze Interface License for 150 Vehicles at Peak Pull-Out	\$91,816.00	\$91,816.00
5	1	Trapeze 2 Years Warranty	\$22,782.00	\$22,782.00
6	1	Cellular Services 2 years	\$82,088.00	\$82,088.00
7	1	Clever Devices 2nd Year Warranty  Note: Clever Devices 1st Year Warranty (Included at no charge)	\$139,265.00	\$139,265.00
<b>Clever Devices Management Discount</b>				<b>(\$419,000.00)</b>
<b>Base Project Sub-Total</b>				<b>\$3,218,672.00</b>
8	199	DVR System for 133 Fixed Route & 66 Street Cars Includes: - 12 Channel DVR - 8 Camera System - 10 Camera System for 16 Artic Vehicles - Install Design and Testing - Equipment Decommission and Installation	\$7,316.65	\$1,456,014.00
<b>Base Project Total Including DVR System</b>				<b>\$4,674,686.00</b>
Item	Qty	Description	Unit	Extended
<b>Optional Items</b>				
9	1	Trapeze 3rd Year Warranty: Base Project	\$12,252.00	\$12,252.00
10	1	Trapeze 4th Year Warranty: Base Project	\$12,685.00	\$12,685.00
11	1	Trapeze 5th Year Warranty: Base Project	\$13,508.00	\$13,508.00
12	1	Trapeze 6th Year Warranty: Base Project	\$14,183.40	\$14,183.40
13	1	Trapeze 7th Year Warranty: Base Project	\$14,892.57	\$14,892.57
14	1	Clever Devices 3rd Year Warranty: Base Project	\$142,050.00	\$142,050.00
15	1	Clever Devices 4th Year Warranty: Base Project	\$145,280.00	\$145,280.00
16	1	Clever Devices 5th Year Warranty: Base Project	\$148,325.00	\$148,325.00
17	1	Clever Devices 6th Year Warranty: Base Project	\$151,180.00	\$151,180.00
18	1	Clever Devices 7th Year Warranty: Base Project	\$152,400.00	\$152,400.00
19	1	DVR System 3rd Year Annual Cost - Annual Cost for Video Licenses - Annual vMax Commander Annual Renewal Fees	\$41,237.00	\$41,237.00
20	1	DVR System 4th Year Annual Cost - Annual Cost for Video Licenses - Annual vMax Commander Annual Renewal Fees	\$41,237.00	\$41,237.00

Optional Items Continued				
21	1	DVR System 5th Year Annual Cost - Annual Cost for Video Licenses - Annual vMax Commander Annual Renewal Fees	\$41,237.00	\$41,237.00
22	1	DVR System 6th Year Annual Cost - Annual Cost for Video Licenses - Annual vMax Commander Annual Renewal Fees	\$41,237.00	\$41,237.00
23	1	DVR System 7th Year Annual Cost - Annual Cost for Video Licenses - Annual vMax Commander Annual Renewal Fees	\$41,237.00	\$41,237.00
24	1	DVR System 3rd Year Warranty: Base Project Included	\$0.00	\$0.00
25	1	DVR System 4th Year Warranty: Base Project	\$65,670.00	\$65,670.00
26	1	DVR System 5th Year Warranty: Base Project	\$65,670.00	\$65,670.00
27	1	DVR System 6th Year Warranty: Base Project	\$65,670.00	\$65,670.00
28	1	DVR System 7th Year Warranty: Base Project	\$65,670.00	\$65,670.00
29	199	High Accuracy State of the Art APC System for 133 Fixed Route & 66	\$4,098.15	\$815,532.00
30	1	Wayside 32" LCD Sign Hardware Only	\$8,344.46	\$8,344.46
31	1	Pre-Trip Inspection Configuration for 133 Fixed Route & 66 Street Cars	\$56,166.00	\$56,166.00
32	1	5% Spares for Base Scope includes: -IVN Controller	\$91,864.00	\$91,864.00
33	1	CleverCAD Mobile APP (Road Supervisor Function) provisioned and configured for the fleet. Cellular Services included for 10 Tablets. Tablets provided by TA.	\$94,833.00	\$94,833.00
34	1	Incremental Router Hardware Cost for Public WiFi for 133 Fixed Route &	\$28,114.00	\$28,114.00
35	1	Maintenance Alerts and RonTurley Interface for 133 Fixed Route & 66 Street Cars	\$98,137.00	\$98,137.00



**Pricing Notes:**

1. Prices for optional scope / features reflect the price if the option is elected at the time of the base contract. Individual option prices if exercised separately from the base may have additional cost.
2. All optional items have a standard one year of warranty
3. Unit Prices provided only apply to the purchase of the quantities defined up to +/- 10%. Unit Prices may vary if quantities are adjusted beyond +/- 10% as Unit Prices may include fixed costs or quantity discounts which can be affected by changes in quantity.
4. Clever Devices has provided sample pricing for an LCD passenger information sign. This is hardware pricing and does not include design or installation labor.
5. Public Wi-Fi pricing does not include additional cellular service costs
6. The pricing provided for Trapeze licenses is based on the operation of 150 peak fixed route vehicles
7. Configuration of data points for AVM solutions (Maintenance Events Feature and Advanced Automatic VM), is based on existing J1939/J1708 networks on NORTA's vehicles.
8. Clever Devices has assumed a standard interface from Clever Devices' system to the Ron Turley system and is based on selection of Maintenance Events Feature.
9. We are assuming that the terms "price/cost," "cost data," and "cost/price" are being used interchangeably in the second paragraph of RFP section "Section 3.4 Contract Award" and all reference the sell prices presented above in price proposal.
10. We are interpreting that the paragraph under "Proposal Pricing Restrictions" in RFP section 3.4 may not apply given the competitive nature of this RFP, and that if it does, then only the successful proponent may be subject to this unique disclosure.
11. We are interpreting that the use of the term "Contractor" in "RFP Section 3.5 Overhead Rates" means that this section applies only to the successful proponent.
12. As indicated in the RFP, implementation and payment milestones will be negotiated.



EXHIBIT "D"  
Milestones Payment Schedule

Exhibit D - Milestones Payment.xlsx - Base+DVR

\$ 4,674,686.00

Milestones		Value
Notice to Proceed	12.00%	\$ 560,962.32
Requirements Assessment & Validation	4.00%	\$ 186,987.44
Preliminary Design	8.00%	\$ 373,974.88
Final Design	8.00%	\$ 373,974.88
Factory Acceptance Test	8.00%	\$ 373,974.88
Mini-Fleet Pilot Installation & Acceptance Testing	10.00%	\$ 467,468.60
Fleet Installation (Billed Bi-Weekly)	43.00%	\$ 2,010,114.98
Training	1.50%	\$ 70,120.29
Start of Beneficial Use and Warranty	3.50%	\$ 163,614.01
Project Administrative Closeout	2.00%	\$ 93,493.72
<b>Total :</b>	<b>100.00%</b>	<b>\$ 4,674,686.00</b>

EXHIBIT "E"  
End User Software License Agreement



## END USER SOFTWARE LICENSE AGREEMENT

### Notice to User:

**IMPORTANT – READ CAREFULLY:** This End-User License Agreement (“EULA”) is a legal agreement between you (an individual or entity who is the registered user of the Software Product as licensee and references herein to “You” and “Your” refer to you as licensee) and Clever Devices Ltd. (“Clever Devices”), its suppliers and licensors. This EULA governs the software that accompanies this EULA (the “Software Product”). The Software Product may contain embedded or pre-loaded software or other software provided on media such as a tape, diskette, CD, DVD, or thumb or flash drive. Furthermore, the Software Product may include third party software which Clever Devices does not own but is licensed to distribute. The terms of this EULA apply to any such third party software unless an additional license agreement pertaining to the third party software is enclosed, in which case the terms of such license applies to the third party software. By installing, copying, downloading, accessing or otherwise using or allowing your employees, contractors or agents to use the Software Product, You agree to be bound by the terms of this EULA. If You do not agree to the terms of this EULA, You are not licensed to use the Software Product and You must not use and must return any tangible copies of the Software Product in Your possession or control to Clever Devices.

**1. Grant of License.** Subject to the terms and conditions of this EULA, Clever Devices hereby grants to You a number of limited, non-exclusive, revocable, non-transferable, non-sublicensable licenses (each a “License”) to use the Software Product. This EULA grants You the right to use the Software Product in the appliance in which it is embedded (the “Designated Environment”) which is the system provided by Licensee and approved by Clever Devices as amended or supplemented from time to time pursuant to the terms of this EULA for the Software Product.

**2. Restrictions.** Except as expressly permitted under this EULA, You will not, directly or indirectly, and will not allow any third party to: (a) copy the Software Product (except for one (1) copy for archival backup and disaster recovery purposes), rent, lease, resell, loan, sublicense, distribute, assign, or otherwise transfer rights to the Software Product, except as otherwise provided herein; (b) modify, translate, adapt, alter, or create derivative works based on the Software Product; (c) merge the Software Product with any other software or documentation; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying ideas or algorithms of the Software Product (including without limitation communication protocols used by the Software); (e) distribute, sublicense, rent, lease, assign or loan the Software Product to any third party; (f) use or allow the use of the Software Product for the business needs of another person or entity, including without limitation, providing outsourcing, service bureau, commercial hosting, application service provider or on-line services

to third parties; or (g) use or allow the transfer, transmission, export, or re-export of the Software Product in violation of any export control laws or regulations administered by the U.S. Commerce Department, OFAC, or any other government agency. You may not remove, alter or obscure any proprietary notices (or metadata tags) or trademarks that appear on the Software Product or on any copies made in accordance with this EULA.

**3. Ownership.** The Software Product is licensed, not sold, to You for use solely subject to the terms and conditions of this EULA. The Software and all worldwide intellectual property and proprietary rights therein and relating thereto, are and will remain the exclusive property of Clever Devices or its licensors, if any. Except for the limited rights expressly granted under Section 1, You will have no right, title or interest (whether by implication, estoppel, or otherwise) in or to the Software Product or any Intellectual Property Rights (as defined below) of Confidential Information (as defined below) therein or thereto. Clever Devices retains all rights, title and interest in and to any and all trademarks and logos of Clever Devices displayed on or in the Software Product. You agree not to challenge or contest Clever Devices' rights to or ownership of, or otherwise attempt to assert any rights in, the Software Product. "Intellectual Property Rights" as used in this EULA means all worldwide patent, patent applications, copyrights, trade secrets, trademarks, service marks, trade names and any other intellectual property, proprietary, and database protection rights and includes all Confidential Information of Clever Devices (as defined in Section 17 below).

**4. Demo Software Product.** In the event the Software Product has been provided as a demonstration copy of the Software Product, whether for a fee or at no charge, the terms of this Section 4 and of this EULA in its entirety shall apply. Your license to use the Software Product shall expire 120 days after installation. In the event the demonstration copy of the Software Product was provided to You at no charge, for purposes of the total liability limitation set forth in the Section entitled "Limitation of Liability" the "amount actually paid by You" shall be deemed to be the Clever Devices' list price for the Software Product.

**5. Updates and Upgrades.** Updated or upgraded versions of the Software Product may be created or issued by Clever Devices from time to time. If the Software Product is an update or upgrade of a Clever Devices product, You are bound by the terms of this EULA and may only use that updated or upgraded Software Product in accordance with this EULA. Clever Devices may, at its sole discretion, require the installation of software updates or upgrades to maintain the warranty provision contained herein.

**6. Software Transfer – Internal Transfer.** You may move the Software Product to a different system as long as You permanently remove the Software Product from the initial system.

**7. Version Restrictions:** You acknowledge that if the Software Product is identified as a "beta" version ("Beta Software") it is provided to You solely as a convenience for You and for testing purposes. Beta Software may or may not include additional features or functionality currently under development for inclusion in the Software Product, but is not currently supported by Clever Devices. You acknowledge that Beta Software will not be supported and You acknowledge that Clever Devices is not responsible for any damages (consequential or actual) related to Your use of Beta Software. You covenant to treat all Beta Software as Software, including, but not limited to, the restrictions on use set forth in Section 2.

Your license to use the Software Product shall expire on the date set forth in the Beta Site Agreement signed by You or, in the absence of such agreement, 120 days after installation. The Software Product may contain more or less features than the commercial release of the software Clever Devices ultimately intends to distribute. While Clever Devices may intend to distribute a commercial release of the Software Product, Clever Devices reserves the right at any time not to release a commercial release of the Software Product or, if released, to alter any and all features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the commercial release. You agree that the beta release or pre-release versions may not be suitable for production use and may contain errors affecting their proper operation. In the event the beta or pre-release of the Software Product was provided to You at no charge, for purposes of the total liability limitation set forth in the Section entitled "Limitation of Liability" the "amount actually paid by You" shall be deemed to be Clever Devices' list price for the Software Product, or other amount as expressly stated in any Beta Site Agreement signed by You and Clever Devices.

**8. Maintenance, Support Services, Updates and Upgrades.** Clever Devices does not provide any maintenance or support services with respect to the Software Product, except subscription based maintenance and support services pursuant to a separately negotiated and mutually agreed upon maintenance and support subscription agreement. If You would like a copy of such maintenance and support subscription agreement, please contact Clever Devices.

**9. License Fee.** You acknowledge that in consideration of Your acceptance of the terms and conditions of this EULA and other good, valuable and sufficient consideration including if applicable the fees ("Fees") You have paid to Clever Devices for the Software Product, Clever Devices grants You the license for the Software Product, upon and subject to the various terms and conditions set forth in this EULA.

**10. Term and Termination.** The term of this EULA will begin on the Effective Date and shall continue unless terminated by Clever Devices. This EULA and all licenses will terminate if You fail to comply with the terms and conditions of this EULA. Upon notice of termination, or if a license ceases to be effective, You shall immediately, at Clever Devices' option, destroy or return to Clever Devices at Your expense, the Software Product, all copies of thereof, any updates, and all Clever Devices documentation

and materials, and, upon the request of Clever Devices, certify in writing Your compliance with the terms and conditions of this Section 10. This EULA will also automatically terminate if You breach a material term or condition of this EULA, including without limitation Your payment obligation. Sections 3, 11, 12, 13, 15, 16, 17 and 21 shall survive termination or expiration of this EULA.

You acknowledge that the provisions of this EULA restricting the use and disclosure of the Software Product and Confidential Information set forth in Section 17 will survive the expiration and any termination of this EULA and that, in the event of Your material breach of such provisions, Clever Devices would suffer irreparable harm and would have no adequate remedy without injunctive or other equitable relief in addition to any other remedy available at law or in equity.

**11. Limited Warranty and Disclaimer.** Clever Devices warrants that (a) the Software Product will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any hardware accompanying the Software Product will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. To the extent allowed by applicable law, implied warranties on the Software Product is limited to ninety (90) days as provided in clauses (a) and (b) in this Section 11 and any other Clever Devices software and hardware, if any, are limited to ninety (90) days and one (1) year respectively. This warranty only covers problems reported in writing to Clever Devices during the applicable warranty period. For customers outside the United States, this limited warranty set out in this Section 11 shall be construed to limit the warranty to the minimum warranty required by law.

**12. Remedies.** Clever Devices and its suppliers' entire liability and Your exclusive remedy shall be, at Clever Devices' option, either (a) return of the price paid, or (b) repair or replacement of the Software Product or, if applicable, any other Clever Devices software or hardware (collectively with the Software Product, the "Licensed Product") that does not meet Clever Devices' limited warranty and which is returned to Clever Devices with a copy of Your documentation of receipt. This limited warranty is void if failure of the Licensed Product has resulted from accident, abuse, or misapplication. Any replacement software or hardware will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, none of these remedies and no product support services offered by Clever Devices are available without proof of purchase from an authorized international source.

You acknowledge and agree that any Clever Devices' software and hardware that sold together and are configured as a system for proper operation and that these systems are not intended for use with any other commercially available or custom hardware and software. Installation of any other software onto the hardware, changes to computer hardware configuration, changes to or deletion of specific product related software, and operating system configuration without the express written approval of Clever



Devices will void the warranty. Use of the Licensed Product or any Clever Devices' system for any other applications aside from the specific contracted product will void the warranty.

You agree that you will not modify the Licensed Product without the express written approval by or in accordance with written instructions from an authorized Clever Devices employee and You acknowledge that any modification without such approval or that is not in compliance with such written instructions may not be fully compatible with program updates made generally available by Clever Devices. Notwithstanding anything in this EULA to the contrary, Clever Devices may at its sole discretion, cooperate in the approval of proposed modifications to the Licensed Product, at Your sole risk, cost and expense and provide You with suitable documentation of any such approval or decide not to approve or cooperate in any such requested modification.

**13. No Other Warranties.** EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN SECTION 11 ABOVE, THE LICENSED PRODUCT IS PROVIDED "AS IS". CLEVER DEVICES MAKES NO WARRANTIES WITH RESPECT TO ANY LICENSED PRODUCT AND DISCLAIMS ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE AND ANY WARRANTIES OF NON-INFRINGEMENT. CLEVER DEVICES DOES NOT WARRANT THAT THE LICENSED PRODUCT WILL MEET ANY REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. ANY LIABILITY OF CLEVER DEVICES WITH RESPECT TO THE LICENSED PRODUCT OR THE PERFORMANCE THEREOF UNDER ANY WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY WILL BE LIMITED EXCLUSIVELY TO THE REMEDIES SPECIFIED IN THIS EULA. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT BE APPLICABLE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PARTIES SPECIFICALLY WAIVE AND DISCLAIM THE APPLICABILITY OF (I) THE UNITED NATIONS CONVENTION OF THE SALE OF GOODS AND (II) ANY INCOTERMS.

**14. Consent to Use of Data.** By transmitting, storing, copying, distributing, displaying, editing, deleting, modifying, publishing, translating, processing or otherwise using the Licensed Product for data provided by You, You will be deemed to have (i) represented and warranted to Clever Devices that you have all rights, titles, and interests of any kind or nature whatsoever, in and to such data for such purpose, and (ii) grant to Clever Devices a royalty-free, worldwide, transferable, sub-license, right and license to transmit, store, copy, distribute, display, edit, delete, modify, publish, translate, process or otherwise use such data for all purposes related to the performance of this EULA by Clever Devices. You agree that Clever Devices may (i) obtain and use data collected as part of the support services provided to You, if any, related to the Licensed Product and (ii) use such data to for business purposes to optimize and improve our products or to provide customized services or technologies to You and, except for such



data that has been aggregated and anonymized, will not disclose this information to third parties without Your written consent.

**15. Limitation of Liability.** THE LIABILITY OF CLEVER DEVICES UNDER THIS EULA, REGARDLESS OF THE BASIS OF LIABILITY OR THE FORM OF ACTION, WILL NOT EXCEED THE FEES PAID TO CLEVER DEVICES FOR THE PORTION OF THE LICENSED PRODUCT OR SERVICES CAUSING THE LIABILITY. IN NO EVENT WILL CLEVER DEVICES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, AND REGARDLESS OF WHETHER CLEVER DEVICES HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, INCLUDING WITHOUT LIMITATION, THE USE OR INABILITY TO USE THE LICENSED PRODUCT, OR ANY RESULTS OBTAINED FROM OR THROUGH THE LICENSED PRODUCT. CLEVER DEVICES WILL NOT BE LIABLE FOR ANY NETWORK-RELATED PROBLEMS ATTRIBUTABLE TO THE LICENSED PRODUCT OR CHANGES TO NETWORK CONFIGURATION THAT MAY AFFECT THE PERFORMANCE OF THE LICENSED PRODUCT.

**16. Indemnification.** You will indemnify, defend, and hold harmless Clever Devices, its licensors, and each of their respective employees, officers, directors, and affiliates ("Indemnified Parties"), from any and all claims, investigations, losses, liabilities, damages, fees, expenses and costs (including all attorneys' fees, court costs, damage awards, and settlement amounts) which result from any claim or allegation against any Indemnified Party arising from Your use of the Licensed Product or Your breach of any term of this EULA. Clever Devices will provide You with notice of any such claim or allegation, and Clever Devices will have the right to participate in the defense of any such claim at its expense.

**17. Confidential Information.** (a) You acknowledge that the Licensed Product contains proprietary, trade secret and confidential information belonging exclusively to Clever Devices, including without limitation the source code, inventions, algorithms, knowhow and other proprietary information contained therein (collectively, "Confidential Information"). Title to, ownership of and all proprietary rights in the Licensed Product, the Confidential Information and all copies and extracts thereof, including translations or compilations or partial copies, are reserved to and will at all times remain with Clever Devices. Further, any modifications made to the Clever Devices Licensed Product or the Confidential Information, including those suggested by You, shall be the property of Clever Devices. (b) You shall not make the Licensed Products, or any other licensed products of Clever Devices' or its software or the ideas, techniques and concepts contained therein or any other Confidential Information available to any third party without the prior written consent of Clever Devices; copy the Clever Devices' Licensed Product, the Confidential Information or any portion thereof, except in either case as necessary for the use in the Designated Environment for archival or back-up purposes or disaster recovery purposes. (c) You agree to operate the Licensed Product solely in connection with Your business purpose and in the Designated Environment and take commercially reasonable precautions, consistent with Your existing practices with regard to Your own data and programs, to maintain security in order to prevent

unauthorized use or disclosure of the Licensed Product or Confidential Information. You shall inform Your employees, contractors and agents having access to the Licensed Product or any other licensed products of Clever Devices or the Confidential Information of Your limitations, duties and obligations regarding the use, disclosure and copying of the Licensed Product and the Confidential Information. You agree to maintain the integrity of all patent, copyright, trade secret or other proprietary notices of Clever Devices in the Licensed Product and in any other licensed products of Clever Devices' displayed with, affixed to or imprinted on physical media and embodiments thereof, and to take no action inconsistent with the patent, copyright and trade secret ownership rights of Clever Devices. You will not use the Confidential Information for any purpose other than in connection with Your use of the Licensed Product under this EULA. Except as otherwise set forth in this EULA, under no circumstances will You allow any third party to have access to the Licensed Product or Confidential Information. (d) In either performing or approving modifications to any source code delivered by Clever Devices to You in connection with the Licensed Product, or in providing any additional services to You, including without limitation, any diagnostic or corrective actions required in connection with responding to reported defects, Clever Devices acknowledges that it may have access to Your proprietary, trade secret or confidential information. Title to, ownership of an all proprietary rights in Your information is and shall remain Yours. Clever Devices shall not disclose any such Confidential Information to any third party and shall not make or retain any records or copies of any such information, unless otherwise agreed to in writing by You and Clever Devices. (e) You shall not attempt or permit any employee, agent, contractor or any person to attempt any reverse compilation or reverse engineering of the Licensed Product, any other licensed product or module or Confidential Information of Clever Devices for any purpose or any reason.

**18. Assignment.** You may not assign, delegate or otherwise transfer this EULA or any of Your rights or obligations under this EULA without the prior written consent of Clever Devices. Unless specifically authorized in writing by Clever Devices, assignment of this EULA will not release You from any prior outstanding obligation under this EULA or allow You or Your assignee to expand the number of installations of the Licensed Product authorized under this EULA. This EULA is freely assignable by Clever Devices and will inure to the benefit of Clever Devices' successors and assigns. Any assignment in violation of this Section 18 is null and void.

**19. Audit Rights.** For good cause, upon five (5) business days' notice to You and during normal business hours, Clever Devices shall have the right, at Clever Devices' expense, to audit Your computer system records at their place of keeping, for the purpose of assuring Your compliance with the terms of this EULA. In performing such audit, Clever Devices shall fully cooperate with You in order that any such audit does not interfere with or affect Your ongoing operations. In the event a breach of this EULA is discovered as a result of an audit under this Section 19, the costs of the audit will be borne by You.

**20. United States Government Restricted Rights.** The Licensed Product is comprised of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms

are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to any U.S. Government customers: (a) only as Commercial Items; and (b) with only those rights as are granted to all other customers pursuant to the terms of this EULA. The contractor/manufacturer is Clever Devices Ltd., 300 Crossways Park Drive, Woodbury, New York 11797.

**21. Additional Terms.** If any term or other provision of this EULA is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this EULA shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this EULA so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated by this EULA are fulfilled to the extent possible. This EULA, including any order forms entered into contemporaneously herewith constitute the entire EULA, and supersede all prior EULAs and understandings, both written and oral, between the parties with respect to the subject matter of this EULA. Any amendments and/or modifications of this EULA will be binding upon the parties only if made in writing and signed authorized representatives of both parties. Under no circumstances will the preprinted terms of any purchase order or any other terms apply to this EULA. No waiver of any of the terms or conditions of this EULA will be binding for any purpose unless made in writing and signed by authorized representatives of both parties and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either of the parties in exercising any right will operate as a waiver, nor will any single or partial exercise by the either of the parties of any right preclude any other or further exercise thereof or the exercise of any other right. All notices, consents and approvals under this EULA must be delivered in writing by personal delivery, electronic facsimile or certified mail, postage pre-paid, to the other party at its address set forth below or in the Purchase Order or at such other address as may be later designated by such party. Notices will be deemed to have been received upon the date of receipt or, in the case of certified mailing, three (3) days after deposit in the mail. This EULA will be governed by the laws of the State of New York without regard to conflicts of law principles. All disputes arising under this EULA must be brought in the state and federal courts located in Nassau County, New York, as permitted by law. Each party irrevocably hereby consents to the exclusive jurisdiction and venue of any such court in any such action or proceeding. No agency, partnership, fiduciary relationship or joint venture is created by this EULA. The parties are and remain at all times independent contractors and not agents or employees of the other party.

# 1 PRICING

## 1.1 CONFIDENTIAL QUOTATION

<b>ATTN:</b>	Craig Toomey	<b>DATE:</b>	February 11, 2022
<b>COMPANY:</b>	New Orleans Regional Transit Authority (NORTA)	<b>FAX:</b>	
<b>EMAIL:</b>	ctoomey@rtaforward.org	<b>OPP ID #</b>	0063s00000DrInZ Rev3
		<b>PR # in SF</b>	6484
<b>ADDRESS:</b>	2817 Canal Street New Orleans, Louisiana 70119	<b>RE:</b>	Ferries Retrofit (5 Qty.) – 2022
<b>PHONE:</b>	504-827-8389		

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

Item	Qty	Description	Unit Price	Extended Price
1	3	NORTA Old Ferries IVN System <u><b>Includes:</b></u> - IVN Controller - Transit Control Head - Universal Radio Logic Controller - DVI-I Dual Link Cable - Swivel Mount, TCH - IBR1700 Router - ETS Microphone Assembly - DSP, Covert Microphone - AudioSears Handset - Main Wiring Harness - Multi-Band Antenna - GPS, WLAN, Cellular Antenna & Cable - Circuit Breakers, Bracket - Hardware Warranty & Software Maintenance for Year 1 included (at no charge)	\$18,354.00	\$55,062.00
2	2	NORTA Newer Ferries IVN System <u><b>Includes:</b></u> - IVN Controller - Transit Control Head - Universal Radio Logic Controller - DVI-I Dual Link Cable - Swivel Mount, TCH - IBR1700 Router - ETS Microphone Assembly - DSP, Covert Microphone - AudioSears Handset	\$26,522.00	\$53,044.00

		<ul style="list-style-type: none"> <li>- Main Wiring Harness</li> <li>- Multi-Band Antenna</li> <li>- GPS, WLAN, Cellular Antenna &amp; Cable</li> <li>- Circuit Breakers, Bracket</li> <li>- APX-4500 Radio</li> <li>- Radio Antenna Cable</li> <li>- Content Player</li> <li>- Hardware Warranty &amp; Software Maintenance for Year 1 included (at no charge)</li> </ul>		
3	5	Installation & Supervision for 5 Ferries	\$4,311.00	\$21,555.00
4	1	Implementation Labor <u><b>Includes:</b></u> <ul style="list-style-type: none"> <li>- Project Management</li> <li>- System Engineering</li> <li>- Design, Configuration &amp; Testing</li> </ul>	\$184,595.00	\$184,595.00
<b>Total</b>				<b>\$314,256.00</b>
<b>Optional APX-4500 Radio for Old Ferries</b>				
5	3	APX - 4500 Radio, Antenna & Bracket (Qty. 3)  Note: This Option applicable if installed with Line Item #1 & #2	\$7,431.00	\$22,293.00

**Notes:**

- In light of the current COVID-19 pandemic, Clever Devices and our suppliers are subject to Federal mandates which may slow production. Emergency Federal and State mandates, such as “shelter in place” or self-isolation requirements, may affect our ability to provide support and service at an optimal level. If circumstances outside our control force us to revise the schedule or impact support and service levels, we will communicate this to NORTA immediately and work with you to mitigate any disruption to the project and operations.
- Clever Devices is experiencing disruptions due to the global supply chain crisis, resulting in price increases and extended lead times. While we are working closely with our suppliers to optimize our inventory and negotiate pricing, changes are happening so rapidly that we are unable to control these issues to the extent that we have in the past. In the event of changes in the market conditions which impact costs and lead times, Clever Devices reserves the right to revise quoted prices and lead times prior to acceptance of a purchase order. Customers will be notified and afforded an opportunity to confirm purchase orders within five (5) business days from receipt of notice. We appreciate your patience and collaboration as we work through these challenges together.
- Pricing does not include IT Hardware and COTS Software and is responsibility of NORTA.
- Installation pricing is based on single install activity. Any changes to that will result into revised pricing.
- IBR1700 Router includes a Single Cell Module.
- Unit Prices provided only apply to the purchase of the quantities defined. Unit Prices may vary if quantities are adjusted as Unit Prices may include fixed costs or quantity discounts which can be affected by changes in quantity.

### Payment Milestones:

- Project milestones will be defined and agreed upon prior to acceptance of purchase order.

## 1.2 CLEVER DEVICES' STANDARD TERMS AND CONDITIONS OF SALE

### 1.2.1 SOFTWARE LICENSE

#### Requirement for End-User License Agreement

- Purchaser acknowledges that all Clever Devices Ltd. ("Clever Devices") software is sold subject to acceptance of the terms of the End User Licensing Agreement ("EULA")  
[http://www.cleverdevices.com/wp-content/uploads/2021/04/Clever-Devices\\_EULA\\_RV20210428.pdf](http://www.cleverdevices.com/wp-content/uploads/2021/04/Clever-Devices_EULA_RV20210428.pdf)
- Any entity procuring Clever Devices licensed products which is not the end-user of the licensed product ("Non End-User"), such as but not limited to an Original Equipment Manufacturer to which Clever Devices is a supplier, is obligated to provide Clever Devices with the End-User License Agreement (covering the software licenses associated with the contents of this quotation/proposal) signed by an authorized official of the End-User. Failure by a Non End-User to provide such a properly executed Clever Devices EULA to Clever Devices shall make the Non End-User liable for any misappropriation or misuse of Clever Devices' products.

#### Obligations of Non End-User Procuring Entities

- Non End-Users are granted the right to install the licensed products and to test their functionality in the End-User designated space or equipment. Non End-Users do not have licenses to otherwise use or operate Clever Devices' products and no other licenses or rights to use are provided or implied by this Agreement

### 1.2.2 GENERAL

- All Purchase Orders must be sent to the following email address:  
customerPO@cleverdevices.com
- Prices are quoted in US\$ unless otherwise specified
- Prices do not include shipping, sales tax or duties, which will be added if applicable
- Unit Prices are good only for the total number of units quoted. Lesser quantities may command a higher per unit cost because of certain fixed costs contained in the quote
- Prices quoted herein are valid for ninety (90) days from the date of quotation or proposal, and are applicable to the quantities covered by this quotation; any change in quantity, delivery or elimination of one or more items may require a revision to the prices quoted
- Orders for one bus set (i.e. pilot bus) must be part of a complete quantity order or must be accompanied by a Letter of Intent to order the entire quoted quantity
- Three percent (3%) Annual Escalation will apply for shipments and services beyond 2022
- Clever Devices shall be paid for the items quoted above as follows:
  - Payment terms are Net 30 days, subject to prior approval of our Credit Department
  - Unless otherwise specified, Clever Devices shall be paid for all deliverable items, terms Net 30 days from the date of shipment from Clever Devices, or when services rendered by Clever Devices are completed
  - No customer account shall be credited for parts returned without prior written authorization from Clever Devices and receipt of such goods
  - Clever Devices' General Terms and Limits of Liability apply
- Unless specifically advised in the quote, lead time for Hardware and Services will be as advised by Clever Devices upon receipt of order. Standard lead time for hardware is sixteen (16) weeks from receipt of order,

but Clever Devices stocks standard parts and if available will be shipped earlier. Delivery is F.O.B. Clever Devices Ltd., 300 Crossways Park Drive, Woodbury, NY 11797

- Clever Devices reserves the right, without advance notice, to make engineering or production changes, to include substitution of part numbers and/or vendor sources for components that may affect the design or specifications of its products, provided said modifications will not materially affect the performance of the product
- Unless negotiated and agreed to otherwise in writing, in no event is Clever Devices liable for consequential damage from late or non-delivery, malfunction or failure of its products, nor is Clever Devices liable for damage resulting from faulty installation. If Clever Devices performs repairs resulting from damage caused by installation, it will invoice the original installer for the cost of such repair
- Unless negotiated and otherwise agreed to in a signed writing by an authorized representative, the pricing is exclusive of any liquidated damages and is not an acceptance of any prime contract flow downs that are not regulatory in nature and applicable to Clever Devices' scope of work

### 1.2.3 CLEVER DEVICES' WARRANTY POLICY

Clever Devices' warranty obligations are limited to the terms set forth below:

- 1) New Manufactured Products Limited Warranty
  - a) Clever Devices guarantees for a period of one (1) year from original factory shipment that each product is free from defects in material and workmanship.
  - b) If the product fails to operate as specified and has not been tampered with or abused during this warranty period, Clever Devices or its authorized service agents shall either repair or replace any defective part or the product free of charge.
  - c) Bench fees will apply to any product received by Clever Devices with no-trouble-found. Products returned with failures caused by improper use or installation will be repaired and the appropriate charges will apply. Such services by Clever Devices shall be the original purchaser's sole and exclusive remedy. Clever Devices shall not be responsible for the cost of removal or installation of warranted products unless a prior written agreement has been reached at the time of the original purchase contract. Clever Devices' labor rate table will apply for all product replacement time.
  - d) Clever Devices will repair or replace, at Clever Devices' option, any defective product under warranty. Clever Devices will not honor credit requests on any defective used product. Product repair or replacement will be the only option available to the original Purchaser.
  - e) This warranty does not apply: (a) to damage caused by accident, abuse, misuse, misapplication or improper installation (b) to damage caused by conditions outside Clever Devices specifications including but not limited to vandalism, fire, water, temperature, humidity, dust or other perils (c) to damage caused by service (including upgrades) performed by anyone who is not a Clever Devices Authorized Technician (d) to a product or a part that has been modified without the written permission of Clever Devices or (e) if any of Clever Devices' serial number has been removed or defaced, or (f) expendable or consumable parts, such as batteries and flashcards.
  - f) Clever Devices shall not be liable for any special, incidental or consequential damages for loss, damage directly or indirectly arising from customer's use or inability to use the equipment either separately or in combination with other equipment, or for personal injury or loss or destruction of other property, or from any other cause.
- 2) Warranty Repair Policy
  - a) A replacement or repaired product assumes the remaining warranty of the original product or 90 days, whichever provides longer coverage for the original purchaser. When a product is exchanged, any replacement product becomes the original purchaser's property and the replaced product becomes Clever Devices' property.

3) Obtaining Warranty Service

- a) The original purchaser is responsible for returning any defective products to Clever Devices after obtaining a Returned Merchandise Authorization (RMA) number from Clever Devices' Customer Service Department at 888-478-3359. No products will be accepted without an RMA number. When requesting an RMA number, be sure to have the serial number of the equipment available.
- b) The original purchaser must package the product properly for return shipment. Clever Devices is not responsible for any damage to the product caused during transit or for any package lost by the shipping company.
- c) The original purchaser assumes all cost in shipping the defective product to Clever Devices and Clever Devices will assume the cost in shipping back to the customer. All replacement/repaired products are shipped UPS Ground unless a rush is requested. The cost of shipping using any mode other than UPS Ground is to be paid by the original purchaser.

**Ship to:**

Clever Devices Ltd.  
 Attn: Service Department RMA # \_\_\_\_\_  
 300 Crossways Park Drive  
 Woodbury, NY 11797

**1.2.4 CLEVER DEVICES' RETURN AND EXCHANGE POLICY**

Clever Devices does not accept returns without a Returned Material Authorization. Custom-built equipment or merchandise specifically ordered for you is not returnable.

Where return of unused merchandise is at the request or convenience of the customer, a 25% restocking fee will be charged. No unused merchandise will be accepted for return later than thirty (30) days after shipment. All returned merchandise shall be sent freight prepaid and properly insured by the customer. Clever Devices reserves the right to select the method of shipment. Should you receive merchandise damaged in shipment, it is your responsibility to file a damage claim immediately with the delivery carrier.

**1.2.5 Clever Devices' Non-Warranty Service Policy**

1) Non-Warranty Repair Policy

Non-warranty repairs made by Clever Devices carry a limited repair warranty of 90 days on services and replacement parts only. Defects in our repair work or any parts replaced will be corrected at no charge if the defect occurs within 90 days from shipment from our facility.

2) Field Service

Field service calls will be made to customer's facility upon request. Time, expenses, and materials will be charged, as outlined below, unless other arrangements are made in advance. Field Service is treated as any repair. All travel must be pre-approved and is based upon actual prevailing airfare, hotel/motel rooms and Per Diem rates. Contact Clever Devices for current Per Diem rates.

<b>GENERAL FIELD SERVICE RATES:</b>	
Transportation	Actual cost* using commercial coach or business class air, first class rail, bus, rental car, and cab facilities as applicable, including transportation to and from the airport.
Mileage Allowance	IRS allowable rates
Personal Expenses	Per Diem rates
Basic Rates	150.00** per hour for actual time in customer's plant, plus a flat rate for round-trip travel time.



Miscellaneous	Actual charges for other necessary items such as tolls, parking and freight charges*.
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\* Charges may be subject to a 12% administrative fee.

\*\* Rates may vary because of weekend/holiday rates, the type of service required, a previously negotiated rate and/or personnel involved.

3) Non-Clever Devices Product Received for Repair

Product received for repair that were not manufactured or supplied by Clever Devices will be logged in and Clever Devices will require that the customer supply us with their shipper number in order to return the product. Such product will be held for a period of up to 90 days and will then be subject to discard, unless alternative arrangements have been agreed to in advance.

XXXXXXXXXX

Walter Weichselbaumer  
Strategic Account Manager  
516-967-3498

jn

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/Number: Cleaver Procurement for Ferry Mode  
Date of Estimate: 2/23/22

Description of Goods/Services:

Hardware for old ferries and new ferries, installation and supervision, labor

- New Procurement  
 Contract Modification (Change Order)  
 Exercise of Option

Method of Obtaining Estimate:

Attach additional documentation such as previous pricing, documentation, emails, internet screen shots, estimates on letterhead, etc.

- Published Price List (attach source and date)  
 Historical Pricing (attach copy of documentation from previous PO/Contract)  
 Comparable Purchases by Other Agencies (attach email correspondence)  
 Engineering or Technical Estimate (attach)  
 Independent Third-Party Estimate (attach)  
 Other (specify) \_\_\_\_\_ attach documentation  
 Pre-established pricing resulting from competition (Contract Modification only)

*Approved RFP #2016-009*

Through the method(s) stated above, it has been determined the estimated total cost of the goods/services is \$ 336,549.00

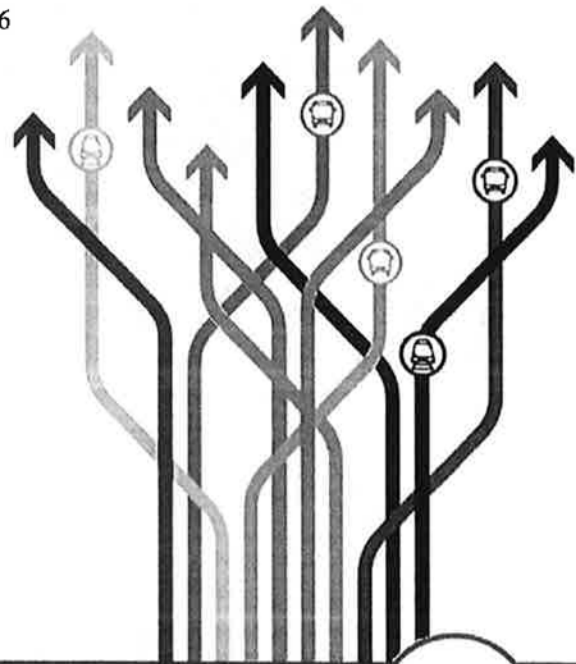
The preceding independent cost estimate was prepared by:

Name Craig Jomy Date 2/23/22

**Clever Devices'  
Price Proposal to  
The New Orleans Regional Transit  
Authority (NORTA) for  
Automatic Vehicle Location/Computer  
Aided Dispatch System  
Request for Proposal (RFP) #2016-009**

June 28, 2016

Clever Devices Ltd.  
300 Crossways Park Drive  
Woodbury, NY 11797



## **1 Price Proposal**

On the following pages, Clever Devices has provided our price proposal for NORTA's review. This pricing information is confidential and proprietary to Clever Devices.

To meet the proposed schedule and pricing, it is important that Clever Devices receives timely response to questions and access to necessary personnel. Additionally, our proposal also assumes that all third party software, systems, components, and equipment are functioning properly and to manufacturers' specifications during all phases of the project and NORTA has existing contracts with the providers to resolve any issues.

Item	Qty	Description	Unit Price	Extended Price
<b>Base Project</b>				
1	199	IVN System for 133 Fixed Route & 66 Street Cars Includes: - IVN Controller, Transit Control Head, 5-Band Antenna, Antenna Cables, Digi Routers, Brackets, Interior LED Sign, Farebox Interface and Cable, One (1) Bus-in-Box - System Design, Configuration and Testing - Equipment Decommission and Installation - Project Management	\$13,517.58	\$2,689,998.00
2	1	Central Fixed End Server Hardware,10 Workstations and Central Software	\$528,223.00	\$528,223.00
3	1	Ridecheck Plus Manual Survey Tool & Processing	\$83,500.00	\$83,500.00
4	1	Trapeze Interface License for 150 Vehicles at Peak Pull-Out	\$91,816.00	\$91,816.00
5	1	Trapeze 2 Years Warranty	\$22,782.00	\$22,782.00
6	1	Cellular Services 2 years	\$82,088.00	\$82,088.00
7	1	Clever Devices 2nd Year Warranty  Note: Clever Devices 1st Year Warranty (Included at no charge)	\$139,265.00	\$139,265.00
<b>Clever Devices Management Discount</b>				<b>(\$419,000.00)</b>
<b>Base Project Sub-Total</b>				<b>\$3,218,672.00</b>
8	199	DVR System for 133 Fixed Route & 66 Street Cars Includes: -12 Channel DVR - 8 Camera System - 10 Camera System for 16 Artic Vehicles - Install Design and Testing - Equipment Decommission and Installation	\$7,316.65	\$1,456,014.00
<b>Base Project Total Including DVR System</b>				<b>\$4,674,686.00</b>
Item	Qty	Description	Unit	Extended
<b>Optional Items</b>				
9	1	Trapeze 3rd Year Warranty: Base Project	\$12,252.00	\$12,252.00
10	1	Trapeze 4th Year Warranty: Base Project	\$12,685.00	\$12,685.00
11	1	Trapeze 5th Year Warranty: Base Project	\$13,508.00	\$13,508.00
12	1	Trapeze 6th Year Warranty: Base Project	\$14,183.40	\$14,183.40
13	1	Trapeze 7th Year Warranty: Base Project	\$14,892.57	\$14,892.57
14	1	Clever Devices 3rd Year Warranty: Base Project	\$142,050.00	\$142,050.00
15	1	Clever Devices 4th Year Warranty: Base Project	\$145,280.00	\$145,280.00
16	1	Clever Devices 5th Year Warranty: Base Project	\$148,325.00	\$148,325.00
17	1	Clever Devices 6th Year Warranty: Base Project	\$151,180.00	\$151,180.00
18	1	Clever Devices 7th Year Warranty: Base Project	\$152,400.00	\$152,400.00
19	1	DVR System 3rd Year Annual Cost - Annual Cost for Video Licenses - Annual vMax Commander Annual Renewal Fees	\$41,237.00	\$41,237.00
20	1	DVR System 4th Year Annual Cost - Annual Cost for Video Licenses - Annual vMax Commander Annual Renewal Fees	\$41,237.00	\$41,237.00

Optional Items Continued				
21	1	DVR System 5th Year Annual Cost - Annual Cost for Video Licenses - Annual vMax Commander Annual Renewal Fees	\$41,237.00	\$41,237.00
22	1	DVR System 6th Year Annual Cost - Annual Cost for Video Licenses - Annual vMax Commander Annual Renewal Fees	\$41,237.00	\$41,237.00
23	1	DVR System 7th Year Annual Cost - Annual Cost for Video Licenses - Annual vMax Commander Annual Renewal Fees	\$41,237.00	\$41,237.00
24	1	DVR System 3rd Year Warranty: Base Project Included	\$0.00	\$0.00
25	1	DVR System 4th Year Warranty: Base Project	\$65,670.00	\$65,670.00
26	1	DVR System 5th Year Warranty: Base Project	\$65,670.00	\$65,670.00
27	1	DVR System 6th Year Warranty: Base Project	\$65,670.00	\$65,670.00
28	1	DVR System 7th Year Warranty: Base Project	\$65,670.00	\$65,670.00
29	199	High Accuracy State of the Art APC System for 133 Fixed Route & 66	\$4,098.15	\$815,532.00
30	1	Wayside 32" LCD Sign Hardware Only	\$8,344.46	\$8,344.46
31	1	Pre-Trip Inspection Configuration for 133 Fixed Route & 66 Street Cars	\$56,166.00	\$56,166.00
32	1	5% Spares for Base Scope includes: -IVN Controller	\$91,864.00	\$91,864.00
33	1	CleverCAD Mobile APP (Road Supervisor Function) provisioned and configured for the fleet. Cellular Services included for 10 Tablets. Tablets provided by TA.	\$94,833.00	\$94,833.00
34	1	Incremental Router Hardware Cost for Public WiFi for 133 Fixed Route &	\$28,114.00	\$28,114.00
35	1	Maintenance Alerts and RonTurley Interface for 133 Fixed Route & 66 Street Cars	\$98,137.00	\$98,137.00

