



2817 Canal Street  
New Orleans, LA 70119

**New Orleans Regional Transit Authority**  
**Finance Committee**  
**Meeting Agenda - Final**

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**Thursday, January 11, 2024**

**11:00 AM**

**RTA Board Room**

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The New Orleans Regional Transit Authority (RTA) hereby declares that, in accordance with La. R.S. 42:17.1 (A)(2)(a)-(c), a meeting will be held in person on Thursday, January 11, 2024 at 11:00 a.m. Meetings start at the scheduled time, but may be delayed until a quorum of the Commissioners is present. The agency's website will stream the in-person meeting live, and wearing masks in the boardroom is optional.

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

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

**1. Call To Order**

**2. Roll Call**

**3. Consideration of Meeting Minutes**

[Finance Committee Meeting - October 17, 2023]

[23-186](#)

**4. Committee Chairman's Report**

**5. Chief Executive Officer's Report**

**6. Chief Financial Officer's Report**

**7. DBE Report**

**8. Chief Planning and Capital Project Officer's Report**

**9. Procurements**

A. Authorizations:

Non-proprietary Bus Parts [23-180](#)

Dell Technologies Apex Contract Award [23-214](#)

RTA NeoGov Contract Renewal [23-215](#)

5-Year Capital Investment Program 2024-2028 [23-216](#)

B. Grants:

FY 2024 All Stations Accessibility Program Grant Application [23-220](#)

**10. New Business**

**11. Audience Questions & Comments**

**12. Adjournment**

[01.11.24 Finance Slide Deck] [24-004](#)



# New Orleans Regional Transit Authority

2817 Canal Street  
New Orleans, LA 70119

## Board Report and Staff Summary

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**File #:** 23-186

**Finance Committee**

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[Finance Committee Meeting - October 17, 2023]



2817 Canal Street  
New Orleans, LA 70119

## New Orleans Regional Transit Authority Finance Committee

### Meeting Minutes - Draft

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Tuesday, October 17, 2023

1:30 PM

RTA Board Room

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The New Orleans Regional Transit Authority (RTA) hereby declares that, in accordance with La. R.S. 42:17.1 (A)(2)(a)-(c), a meeting will be held in person on Tuesday, October 17, 2023 at 1:30 p.m. Please be advised that mask wearing is encouraged inside the boardroom.

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

#### 1. Call To Order

#### 2. Roll Call

**Commissioners Present:** Commissioner Walton, Commissioner Coulon and Commissioner LeBeouf

**Commissioner Absent:** Commissioner Ewell

**Other Commissioner Present:** Commissioner Raymond

**Present:** Art Walton, Timothy Coulon and Sunni LeBeouf

**Absent:** Joseph Ewell

#### 3. Consideration of Meeting Minutes

None

#### 4. Committee Chairman's Report

No Report

#### 5. Chief Executive Officer's Report

Lona Hankins welcomed Sarah McLaughlin Porteous to the RTA as our new Chief of External Affairs. Sarah will lead the agency's communications, marketing, and customer service teams. Sarah brings a wealth of experience including her service at the City of New Orleans as the chief of staff for the infrastructure and operations, the director of RoadworkNOLA, and the director of communications for Mayor Mitch Landrieu. Sarah's experience in construction, community outreach as well as media and advertising will help us shape our agency message to best serve our riders, generate revenue and build a people-centered transportation system of the future.

Lona Hankins also reported that the RTA received from HUD monies to purchase 8 hybrid diesel buses.

## **6. Chief Financial Officer's Report**

Gizelle Banks presented the Oracle Implementation Update and Schedule and reported that due to the Oracle Implementation there were no Financials for this meeting but will have Financials for the full Board Meeting.

The CFO reported that the Data Transfer went well and Sterlin Stevens stated that JD Edwards was kept for historical information. The biggest change was the chart of accounts. That change was rushed and was not fully coordinate with the person mapping out the old chart of accounts to the new chart of accounts and the impact it would have on staff learning the new chart of accounts. Currently the RTA has vendor support until the end of the year and then staff will shop for more support after December 30, 2023. The current active accounts are in the 100's. The normal Financials will be available at the Board Meeting and staff has drawn down the last of the CARES Act Monies for round 2, which was a \$3 Million drawdown.

She also reported that Mythics the third-party contract was on State Contract, and everything should be in place with Oracle for the one-on-one with the Commissioners for the Budget review. Staff was also implementing a Budget Software that goes well with Oracle for forecasting the Five-Year Forecast.

The report concluded with Gizelle stating that the Draft Budget will be available for review in November and a presentation before the City Council is scheduled for November 13, 2023.

## **7. Report by the Office of Internal Audit and Compliance (OIAC)**

Malon Thompson gave the Office of Internal Audit and Compliance Report to the Board. This report can be found in the October 17, 2023, PowerPoint Report.

Malon Thompson reported that once the audit was completed a meeting was held with the Department Heads to discuss the findings and recommendations and the Department comes up with Corrective Actions and Outline a time frame to have everything done and the Audit Department does a follow up with each department.

Commissioner LeBeouf inquired about the audit findings, Malon Thompson reported that he can get her a copy of a chart that shows the number of findings, the number of

recommendations and the number of corrective actions from each audit. Malon Thompson further reported that the Maintenance Inventory Management Audit was completed, and he can give her a copy of the findings for this Audit and the Canal Street Ferry Terminal was a Compliance Review for DBE Goals and the Goals were met for this project. There is a Finalized Audit Report that outlines the recommendations, findings, corrective actions as well as a Management Response but the Audit Department does not have a Report on Corrective Actions, but staff was moving in that direction. He reported that he can give her a copy of the Finalized Report for 2022 and 2023.

[Internal Audit Q3 Update]

[23-167](#)

## 8. DBE Report

Adonis Expose' presented the DBE Report. This report can be found in the DBE's Report in the PowerPoint Report dated October 17, 2023.

## 9. Chief Planning and Capital Project Officer's Report

Dwight Norton presented the Chief Planning and Capital Project Officer's Report. This report can be found in the Chief Planning and Capital Project Officer's Report in the PowerPoint Report dated October 17, 2023.

Commissioner Coulon inquired about the UPT project, Lona Hankins reported that until the CEA is in place the Federal Dollars can't be disbursed for the UPT Project.

## 10. Procurements

### A. Authorizations:

Streetcar Motor Repair Contract

[23-128](#)

In response to Commissioner LeBeouf, Ryan Moser reported these repairs will be staggered and not done all at once.

In response to Commissioner Walton, Ryan Moser reported that 10 Motors will be ordered for the St. Charles Streetcars and 10 Motors will be ordered for the Canal Street Streetcars.

Commissioner Coulon moved and Commissioner LeBeouf seconded to approve the Streetcar Motor Repair Contract. The motion was approved unanimously.

A motion was made by Commissioner Coulon, seconded by Commissioner LeBeouf and approved. The motion carried by the following vote:

**Aye:** Chairperson Walton, Commissioner Coulon and Commissioner LeBeouf

**Absent:** Commissioner Ewell  
Enactment No: 23-074

Janitorial Services Contract-KSM [23-161](#)

Commissioner Coulon moved and Commissioner LeBeouf seconded to approve the Janitorial Services Contract-KSM. The motion was approved unanimously.

A motion was made by Commissioner Coulon, seconded by Commissioner LeBeouf and adjourned. The motion carried by the following vote:

**Aye:** Chairperson Walton, Commissioner Coulon and Commissioner LeBeouf

**Absent:** Commissioner Ewell

B. Amendments:

Change Order for Transit Security Services [23-153](#)

In response to Commissioner Coulon, Lona Hankins reported that every time an error in a bid is detected it was corrected and this particular vendor that protest the bid thought they had a signed contract and in every RFP, there is a scoring matrix that all vendors are aware of in advance and staff was working with General Council to mediate this protest.

Commissioner LeBeouf stated that staff should make sure that the RTA's Procurement Process is fare for all the vendors and that staff was adhering to all RTA's policies.

Commissioner LeBeouf moved and Commissioner Coulon seconded to approve the Change Order for Transit Security Services.

A motion was made by Commissioner LeBeouf, seconded by Commissioner Coulon and approved. The motion carried by the following vote:

**Aye:** Chairperson Walton, Commissioner Coulon and Commissioner LeBeouf

**Absent:** Commissioner Ewell  
Enactment No: 23-075

## 11. Audience Questions & Comments

None.

## 12. New Business

None.

## 13. Adjournment

Commissioner LeBeouf moved and Commissioner Coulon seconded to adjourn the Finance Committee Meeting of October 17, 2023. The motion was adjourned unanimously.

A motion was made by Commissioner LeBeouf, seconded by Commissioner Coulon and adjourned. The motion carried by the following vote:

**Aye:** Chairperson Walton, Commissioner Coulon and Commissioner LeBeouf

**Absent:** Commissioner Ewell

[Fin PowerPoint Slides 10.17.23]

[23-173](#)





Board Report and Staff Summary

File #: 23-180

Finance Committee

Non-proprietary Bus Parts

DESCRIPTION: Non-proprietary bus parts	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

To authorize the Chief Executive Officer to award contracts to Kenworth of Southeast Louisiana, Creative Bus Sales, and the Aftermarket Parts Company in the amount of \$3,000,000.

ISSUE/BACKGROUND:

The RTA has released a solicitation under IFB 2023-019, seeking non-proprietary bus components. These components encompass various parts vital for our bus systems, including engines, transmissions, air systems, brakes, and wipers, among others. The agency's fleet consists of buses that have surpassed their useful lifespan, as well as newer buses, all of which necessitate parts for both repairs and preventative maintenance.

DISCUSSION:

The agency has issued a solicitation for a substantial quantity of commonly used bus parts that have been in widespread use for the past few years. This comprehensive list of parts has been made available for bidding through an Invitation for Bid (IFB) process. The agency intends to establish contracts with three different vendors, facilitating a streamlined procurement process for parts and ensuring competitive pricing. While not every vendor provided pricing for all items, the collaboration of these three companies will enable the Agency to acquire the necessary parts efficiently.

FINANCIAL IMPACT:

The agency expects to spend \$3,000,000 over the next two years on bus parts, the cost is estimated at \$1,500,000 per year.

NEXT STEPS:

Upon RTA board approval staff will finalize the contracts and purchase parts as needed.

ATTACHMENTS:

1. Resolution

2. Administrative review
3. Procurement Summary

Prepared By: Ryan Moser  
Title: Chief of Asset Management

Reviewed By: Gizelle Banks  
Title: Chief Financial Officer



Lona Edwards Hankins  
Chief Executive Officer

11/3/2023

Date



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

504.827.8300

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

**RESOLUTION NO.** \_\_\_\_\_

**STATE OF LOUISIANA**

**PARISH OF ORLEANS**

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**AUTHORIZATION TO AWARD A CONTRACT TO AFTERMARKET PARTS, CREATIVE  
BUS SALES, AND KENWORTH OF LOUISIANA FOR NON-PROPRIETARY BUS PARTS**

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Introduced by Commissioner \_\_\_\_\_,  
seconded by Commissioner \_\_\_\_\_.

**WHEREAS**, a company is needed that can supply non-proprietary bus parts for our fleet for Preventative Maintenance and repairs; and

**WHEREAS**, the staff issued an Invitation for Bid (IFB) 2023-019 for the acquisition of general bus parts for our entire bus fleet; and

**WHEREAS**, nine (9) bids were received and after staff reviewed the bids in accordance with requirements prescribed by the RTA, Louisiana Public Bid Law, and the Federal Transit Administration; and

**WHEREAS**, the staff held a public bid opening Aftermarket parts, Creative Bus Sales, and Kenworth of Louisiana were determined responsive after the completion of a price element review submitted in its bid which met the requirements of the RTA, FTA and all state and local guidelines; and

**WHEREAS**, staff evaluated the cost of a variety of components submitted by vendors and determined that three (3) vendors were needed to provide these items and the prices are fair and reasonable; and



**RESOLUTION NO.** \_\_\_\_\_  
**Page 2**

**WHEREAS**, it is the opinion of the RTA Board of Commissioners that establishing a contract for the supply of bus parts will positively impact our operation to acquire parts in a timely fashion; and

**WHEREAS**, funding for the above-stated project is made available through local funding for a total cost of THREE MILLION DOLLARS (\$3,000,000) for a two-year period at (\$1,500,000) per year.

**WHEREAS**, year one funding will be based upon the allocation of the bids, after year one staff will evaluate the funding allocations for year two based upon year one’s performance and agency needs.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the RTA that the Chairman of the Board, or his designee, is authorized to execute a contract with Aftermarket parts company, Creative Bus Sales and Kenworth of Louisiana).

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

**YEAS:** \_\_\_\_\_  
**NAYS:** \_\_\_\_\_  
**ABSTAIN:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_

**AND THE RESOLUTION WAS ADOPTED ON THE \_\_\_\_ DAY OF \_\_\_\_\_ .**

\_\_\_\_\_  
**MARK RAYMOND JR**  
**CHAIRMAN**  
**BOARD OF COMMISSIONERS**



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

504.827.8300

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

**Regional Transit Authority  
Administrative Review Form**

Project Name: Non-Proprietary Parts

Type of Solicitation: IFB 2023-019

DBE Participation Goal: 0%

Number of Respondents: 9

<b>Prime, Primary Contact and Phone Number</b>	<b>DBE and Non-DBE Subconsultants</b>	<b>DBE Commitment Percentage</b>	<b>Price (RFP and ITB ONLY)</b>
Vehicle Maintenance Program			N/A
Creative Bus Sales			N/A
Kenworth			N/A
The AfterMarket Parts Company			N/A
Kirk's Automotive			N/A
CBM US Inc			N/A
NeoPart Transit LLC			N/A
Natsco Transit Solutions			N/A
Cummins			N/A

\*Indicates certified DBE firm that will contribute to the project's participation goal

Prime Firm Name	Required Items								
	Letter of Interest	Non Collusion	Debarment Prime	Debarment Lower	Restrictions on Lobbying	DBE Form 4	Participant Info	Consultant Questionnaire	Addenda
Vehicle Maintenance Program	N/A	Y	Y	Y	Y	Y	Y	N/A	Y
Creative Bus Sales	N/A	Y	Y	Y	Y	Y	Y	N/A	Y
Kenworth	N/A	Y	Y	Y	Y	Y	Y	N/A	Y
The AfterMarket Parts Company	N/A	Y	Y	Y	Y	Y	Y	N/A	Y
Kirk's Automotive	N/A	Y	Y	Y	Y	Y	Y	N/A	Y
CBM US Inc	N/A	Y	Y	Y	Y	Y	Y	N/A	Y
NeoPart Transit LLC	N/A	Y	Y	Y	Y	Y	Y	N/A	Y
Natsco Transit Solutions	N/A	Y	Y	Y	Y	Y	Y	N/A	Y
Cummins	N/A	Y	Y	Y	Y	Y	Y	N/A	Y

**Procurement Personnel Only**

Prime Firm Name	Bid Bond	*Insurance	Responsiveness Determination		Responsible Determination				
			Certifications /Licenses	Facilities / Personnel	SAM.Gov	Previous Experience	Years in Business	Financial Stability	LA License No. if required
Vehicle Maintenance Program	N/A	N/A	Y	Y	Y	Y	11	Y	N/A
Creative Bus Sales	N/A	N/A	Y	Y	N	Y	20+	Y	N/A
Kenworth	N/A	N/A	Y	Y	Y	Y	14	Y	N/A
The AfterMarket Parts Company	N/A	N/A	Y	Y	N	Y	UNK	Y	N/A
Kirk's Automotive	N/A	N/A	Y	Y	N	Y	17+	Y	N/A
CBM US Inc	N/A	N/A	Y	Y	Y	Y	5	Y	N/A
NeoPart Transit	N/A	N/A	Y	Y	Y	Y	14	Y	



LLC									
Natsco Transit Solutions	N/A	N/A	Y		N	Y	15	Y	N/A
Cummins	N/A	N/A	N	N	N	N	UNK	UNK	N/A

\*Successful Contractor must submit prior to award.

**Review and verification of the above required forms, the below listed vendor is hereby found responsive to this procurement.**

Vendor Name: Kenworth, Creative Bus Sales, Aftermarket Company

Certified by: Name and Title      Briana Howze Senior Contact Administrator

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

Vendor Name: Kenworth, Creative Bus Sales, Aftermarket Company

Certified by: Name and Title      Briana Howze Senior Contact Administrator

## **PROCUREMENT SUMMARY-IFB 2023-019**

### **REQUIREMENTS**

A Solicit Request Routing Sheet for Non-Proprietary Parts with attached scope of work was received by Procurement from automated procurement system on July 26, 2023.

There was a no DBE goal for this solicitation.

### **SOLICITATION**

Invitation for Bid (IFB) No. 2023-019 Public Notice was published in The Advocate. The Public Notice and the IFB 2023-019 was posted on the RTA website beginning 8/10/2023. The IFB submittal deadline was 9/26/2023 at 11:00 am.

### **RFP SUBMITTAL**

Submittal deadline was 9/26/2023 at 11:00 am. Shaun Temple handled the receipt of all submissions received. Nine (9) proposals were received.

### **DETERMINATION**

Nine (9) responsive bid were received.

### **SUBMITTAL ANALYSIS**

#### **Respondents**

Vehicle Maintenance Program

Creative Bus Sales

Kenworth

The AfterMarket Parts Company

Kirk's Automotive

CBM US Inc

NeoPart Transit LLC

Natsco Transit Solutions

Cummins

### **SUMMARY**

An Administrative Review was prepared by Briana Howze

None of respondents submitted bids on all of the parts listed in the solicitation. Subsequently, the Procurement team prepared a bid analysis based on the percentage of parts that each respondent bid on compared to the total parts listed. The results supported the distribution to the top 3 respondents (The AfterMarket Parts Company, Creative Bus Sales, and Kenworth), that will provide the RTA with the appropriate access to the various non-proprietary parts

required to maintain the revenue fleet. The AfterMarket Parts Company, Creative Bus Sales and Kenworth were all considered to be fair and reasonable.

The “annual award allocation” is as follows:

The Aftermarket Parts Company	\$613,576
Creative Bus Sales	\$588,892
Kenworth	\$297,532



Board Report and Staff Summary

File #: 23-214

Finance Committee

Dell Technologies Apex Contract Award

DESCRIPTION: Dell Apex end-to-end solutions portfolio-as-a-service and subscriptions for provisioning, monitoring, maintaining, and upgrading hardware and software	AGENDA NO: <a href="#">Click or tap here to enter text.</a>
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

To authorize the Chief Executive Officer to award a contract in the amount of \$186,355.44 to Dell Technologies to upgrade current server operating systems.

ISSUE/BACKGROUND:

RTA maintains two separate operating systems that rely on computer infrastructure to run: Clever CAD and RTA Corporate Network.

Clever Computer-Aided Dispatch (CAD) Services:

- 1) RTA requires the ability to mirror the original server content in order to be able to recover/revert to the previous server in the event the upgrade process fails or a catastrophic event. RTA does not have storage availability to do so with the current setting, because the system is at storage capacity.
- 2) RTA current hardware provider, Dell, no longer supports the storage hardware and the hardware is at its end of life.

RTA Infrastructure Corporate Network

- 1) The hardware and software are at memory capacity. There is no machine capacity to upgrade Microsoft server software safely and the hardware is aging out. There is no memory capacity to upgrade to the new Microsoft server software.

RTA's current computing resources that support these two systems are at capacity, and the organization cannot add additional server services to our computing infrastructure. Specifically, the memory levels, otherwise known as random access memory (RAM), are at critical utilization with daily server overloads. The server infrastructure lacks computational (CPU) performance for some of the more critical database functions, especially with our Clever Devices suite of products.

RTA needs to boost capacity in order to upgrade to new operating systems supported by Microsoft with timely, operating system software.

DISCUSSION:

Staff propose to use a “pay-as-you-go” capacity-based model to address the additional computing resources needs, which reduces a large capital outlay and reduces commitment for future technology disposal costs. The proposed solution is a monthly model with a 36-month contract that includes VMware support (virtualization software) and hardware maintenance support for the contract term.

The IT department conducted an analysis of daily computing resource utilization and looked at the current system, provider capabilities, and product and service availability. RTA identified the required computing services on a State contract that meet requirements. The purchase would be using the following:

State Contract Code: C000000010742

Contract Name: Dell NASPO Computer Equipment PA - State of Louisiana

Customer Agreement ID: MNWNC-108 / 4400002525

Contract Valid Until: 1/31/2024

Standard Delivery: 30 Days Inv

FINANCIAL IMPACT:

The funding is currently available through funding for a total cost of \$186,355.44.

Budget Code	2024	2025	2026	Total
01-2900-02-7140-170-00-00000-00000	31,059.24	31,059.24	31,059.24	93,177.72
01-2900-02-8580-170-00-00000-00000	31,059.24	31,059.24	31,059.24	93,177.72
			Total	186,355.44

NEXT STEPS:

Upon RTA Board approval, staff will assign a purchase order and complete the project.

ATTACHMENTS:

1. Resolution
2. Procurement summary/ Routing sheet
3. Consumption Agreement
4. Flex On Demand Schedule No 1
5. Contract Code Email Communication

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

Reviewed By: Sterlin Stevens  
Title: Director of Information Technology

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

Reviewed By: Gizelle Johnson Banks  
Title: Chief Financial Officer



Lona Hankins  
Chief Executive Officer

1/5/2024

Date



## Regional Transit Authority State Contract Procurement Routing Sheet

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

Solicitation ID	172
ProjectSchedule Delivery Date	1/31/2024 6:00 AM
Technical Specs attached	No
Scope of Work attached	Yes

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

**Name:** O'SULLIVAN, DORIS  
**Title:** PROJECT MANAGER III  
**Ext:** 8380

**B. Name of Project, Service or Product:**

Dell Apex end to end solutions portfolio as-a-Service and subscriptions for provisioning

**C. Justification of Procurement:**

RTA's current computing resources are at capacity, and the organization cannot add additional server services to our computing infrastructure. Specifically, the memory levels (otherwise known as random access memory (RAM) are at critical utilization with daily server overloads. The server infrastructure lacks computational (CPU) performance for some of the more critical database functions, especially with our Clever Devices suite of products.

The purchase, which is a monthly model with a 36-month contract, will allow us to use a "pay-as-you-go" model which is capacity based and reduces a large capital outlay and reduces our commitment for future technology disposal costs. VMware support (virtualization software) is included for the commitment term and hardware maintenance support.

State Contract Code C000000010742 Contract name Dell NASPO Computer Equipment PA - State of Louisiana  
 Customer Agreement ID MNWNC-108 / 4400002525 Expires 1/31/2024 Standard Delivery 30 Days Inv

In regards to services and migration, this contract includes pro deploy plus, migration services for all of your existing virtual machines to the new equipment, and pro support plus mission critical for the entire 3 year duration.

**D. Certification of Authorized Grant:**

Is this item/specification consistent with the Authorized Grant?

<b>Director of Grants / Federal compliance:</b>	
<b>Signature</b>	
<b>Date</b>	



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

Additional Safety Requirements Attached

false

Chief	Michael J Smith
Signature	<i>Michael J Smith</i>
Date	December 13 2023

**Risk Management:**

Include Standard Insurance Provisions Only?

true

Include Additional Insurance Requirements Attached ?

false

Risk Management Analyst	Marc L Popkin
Signature	<i>Marc L Popkin</i>
Date	December 13 2023

**F. Funding Source:**

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

**ICE Amount:** \$186,355.44

**Total Projected Cost:** \$186,355.44

**Funding Type:** Local

Federal Funding	State	Local	Other
		\$186,355.44	
Projected Fed Cost	State	Local	Other
		\$186,355.44	

FTA Grant IDs	Budget Codes
	01-2900-02-7140-170-00-00000-00000
	01-2900-02-8580-170-00-00000-00000





Funds allocated by multi-year and budget codes:

Year	Amount	Budget Code
Year-1	\$31,059.24	01-2900-02-7140-170-00-00000-00000
Year-2	\$31,059.24	01-2900-02-8580-170-00-00000-00000
Year-3	\$31,059.00	
Year-4		
Year-5		
<b>Total all years</b>	<b>\$93,177.48</b>	

<b>Budget Analyst</b>	Eugenie Fenerty
<b>Signature</b>	<i>Eugenie Fenerty</i>
<b>Date</b>	December 11 2023

**G. DBE/SBE GOAL:**

% DBE	0
% Small Business	0

<b>Director of Small Business Development:</b>	Adonis Charles Expose
<b>Signature</b>	<i>Adonis Charles Expose</i>
<b>Date</b>	December 13 2023

<b>DBE/EE Manager</b>	Adonis Charles Expose
<b>Signature</b>	<i>Adonis Charles Expose</i>
<b>Date</b>	December 13 2023

**H. Information Technology Dept. vetting.**

<b>IT Director</b>	Sterlin Stevens
<b>Signature</b>	<i>Sterlin Stevens</i>
<b>Date</b>	12/14/2023 4:31 PM

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

<b>Department Head</b>	Sterlin Stevens
<b>Signature</b>	<i>Sterlin Stevens</i>
<b>Date</b>	December 09 2023



<b>Chief</b>	<b>Dwight Daniel Norton</b>
<b>Signature</b>	<i>Dwight Daniel Norton</i>
<b>Date</b>	<b>December 13 2023</b>

<b>Director of Procurement</b>	<b>Ronald Gerard Baptiste</b>
<b>Signature</b>	<i>Ronald Gerard Baptiste</i>
<b>Date</b>	<b>December 15 2023</b>

**FOR PROCUREMENT USE ONLY**

**Type of Procurement Requested:**

**SC - State Contract**

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

**Request for Quote (RFQ)** This type of solicitation is often used to determine current market pricing.

**Request for Proposal (RFP)** This approach to contracting occurs when the agency isn't certain about what it wants and is looking to you to develop a solution and cost estimate.

**Sole Source (SS)** this procurement can be defined as any contract entered into without a competitive process, based on a justification that only one known source exists or that only one single supplier can fulfill the requirements.

**State Contract (SC)** this procurement is via a State competitive procurement

**Two-step Procurement - request for qualifications** step-one used in the formal process of procuring a product or service, It is typically used as a screening step to establish a pool of vendors that are then qualified, and thus eligible to submit responses to a request for price proposal (RFP). In this two-step process, the response to the RFQ will describe the company or individual's general qualifications to perform a service or supply a product, and RFP will describe specific details or price proposals.

	<b>Required if Total Cost above \$15K</b>
<b>Chief Financial Officer</b>	<b>Gizelle Johnson-Banks</b>
<b>Signature</b>	<i>Gizelle Johnson-Banks</i>
<b>Date</b>	<b>December 20 2023</b>

	<b>Required if Total Cost above \$50K</b>
<b>Chief Executive Officer</b>	<b>Lona Edwards Hankins</b>
<b>Signature</b>	<i>Lona Edwards Hankins</i>
<b>Date</b>	<b>December 20 2023</b>

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**FLEXIBLE CONSUMPTION AGREEMENT – U.S.**

This Flexible Consumption Agreement (this “**Agreement**”, “**FCA**” or “**MFCA**”) is made effective as of December 7, 2023 (the “**Effective Date**”) between the following parties:

**EMC Corporation (“Dell EMC” or “Supplier”)**

**176 South Street**

**Hopkinton, MA 01748**

**Email for Legal Notices:**

[Dell\\_Legal\\_Notices@dell.com](mailto:Dell_Legal_Notices@dell.com)

**New Orleans Regional Transit Authority (“Customer”)**

**And 2817 Canal ST**

**New Orleans, LA 70119-6301**

**Email for Legal Notices:**

This FCA governs Customer's access to and use of a configuration of Products on a Flexible Consumption basis at an agreed Customer location, as described in one or more separately executed Flex Consumption Schedules (the “**Schedule(s)**”). This FCA shall govern each Schedule (including any related purchase order) that references this FCA.

**1. DEFINITIONS.**

**A. “Billing Period”** means the period of time identified on a Schedule for which Supplier will invoice Customer for its Flexible Consumption.

**B. “Customer Data”** means all information entered on the Products by or on behalf of Customer or its end users.

**C. “Documentation”** means the then-current, generally available, written user manuals and online help and guides provided by Supplier for Products.

**D. “Flexible Consumption”** means the amount of Customer’s usage of the Products, as it may vary from time to time, measured pursuant to a description and metrics identified on the Schedule.

**E. “Flexible Consumption Fee”** means, for a particular Billing Period, (i) the fee for the Monthly Committed Capacity, and (ii) the fee charged by Supplier for Customer’s Flexible Consumption above the Monthly Committed Capacity, calculated in accordance with the pricing set forth in the Schedule.

**F. “Flexible Consumption Period”** means the time period identified as such on a Schedule, and any Supplier approved extension(s) thereto.

**G. “Installation Site”** means the ship-to address or other location identified as such on the Schedule as the site of installation and/or use of a Product, or a subsequent location approved by Supplier.

**H. “Monthly Committed Capacity”** means the amount of capacity the Customer commits to paying for each month as specified in a Schedule regardless of its actual consumption of capacity.

**I. “Products”** means collectively: (a) **“Equipment”** (which is EMC-branded or Dell-branded hardware that Supplier provides to Customer under this Agreement); and (b) **“Software”** (any EMC-branded or Dell-branded programming code licensed to Customer as a standard product, also including microcode, firmware and operating system software), as more specifically identified on a Schedule. Products exclude Third Party Products.

**J. “Return”** of a Product means the earlier to occur of (a) Supplier taking possession of the Product at the Installation Site, or (b) Supplier receiving and accepting a return of the Product.

**K. “Support Services”** mean services for the support and maintenance of Products as described in the Applicable Schedule.

**L. “Third Party Products”** means hardware, software, or services that are not “Dell” branded, “EMC” branded, or “Dell EMC” branded.

## **2. SCHEDULES, PURCHASING, FEES AND PAYMENT.**

**A. Schedules.** The description of the Products, Support Services, and related pricing are as stated in the applicable Schedule. The product specific terms inform Customer of product-specific use rights and restrictions, unit of measure (if any), and the applicable maintenance (support) obligations.

**B. Ordering.** Customer indicates its approval of a specific Schedule by signing it and issuing a purchase order to Supplier that references such Schedule. Supplier indicates its approval of Customer’s purchase order by (i) counter-signing a Schedule executed by Customer and (ii) shipping the applicable Products to Customer.

**C. Authorization to Meter; Flexible Consumption Fees.** During the Flexible Consumption Period, Customer shall pay a Flexible Consumption Fee calculated in accordance with pricing and frequency set forth on and defined in the applicable Schedule. Supplier is authorized to periodically meter the Flexible Consumption in order to calculate the applicable Flexible Consumption Fee. Supplier may conduct such activity through the use of electronic means and/or on-site inspection by Supplier personnel and do so only in order to authenticate Customer as the user of the Flexible Consumption and verify Customer’s usage levels. Customer is responsible for providing and maintaining the equipment (a physical server or virtual machine) necessary to run storage utilization scripts and to enable electronic communications between the Products and Supplier. Customer authorizes Supplier to store at the Installation Site, or load onto Products used for electronic communications, such equipment and programming as may be needed by Supplier to track usage levels or perform any Support Services for Products and shall not disable or interfere in the operation thereof. Customer shall (i) not copy or make any use thereof whatsoever; and (ii) protect such from disclosure to any third party and give Supplier reasonable access thereto. Supplier shall cooperate with Customer to minimize the impact of any Supplier on-site inspection to Customer’s operations.

**D. Payment.** Customer shall pay Supplier’s invoices in full and in the same currency as the Supplier invoice within thirty (30) days after the date of Supplier’s invoice, with interest accruing

thereafter at the lesser of 1.5% per month or the highest lawful rate. Customer's obligation to pay the Monthly Flexible Consumption Fee for the Flexible Consumption Period is absolute, unconditional and non-cancellable and shall not be subject to any abatement, reduction, set off, defense, delay or counterclaim for any reason whatsoever.

**E. Taxes.** The charges due hereunder and any other items provided by Supplier are exclusive of, and Customer shall pay or reimburse Supplier for, all value added (VAT), sales, excise, withholding, state or other local governmental taxes, property taxes, use taxes and any other taxes, levies, customs and duties resulting from a Customer purchase order, except for taxes based on Supplier's net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to Supplier. Unless otherwise provided on Customer's purchase order, invoices shall be sent to the Customer contact point or Customer's Accounts Receivable department, as specified on the applicable Schedule.

**F. Interruption of Metering Capabilities.** For Schedules in which Flexible Consumption varies based upon usage or another metric, if, for more than five (5) days of any calendar month, Supplier is unable to meter to determine the applicable Flexible Consumption Fee due to (i) any action by anyone other than Supplier, or (ii) a failure of any communications equipment provided by Customer that is used for purposes of metering, Supplier shall invoice, and Customer shall pay, a Flexible Consumption Fee for the affected Billing Period(s) that shall be based on the Flexible Consumption during the previous Billing Period; provided, however, that if Supplier is unable to meter for a period of more than thirty (30) days, Supplier shall invoice, and the Customer shall pay, the maximum capacity of the Products. If Supplier is unable to meter the Flexible Consumption due to any failure which is caused by Supplier (e.g. failure of the modem, software or other equipment used by Supplier to meter Customer's usage), the amounts owed by Customer for such outage period shall be based on Customer's Flexible Consumption during the previous Billing Period. Supplier shall promptly notify Customer of an inability to electronically and or physically access the Products, as applicable, and work cooperatively to reestablish access.

### **3. DELIVERY, RISK, TITLE, USE AND RETURN.**

**A. Installation Site Preparation.** On or before arrival of the Products, Customer shall arrange (i) appropriate space at the Installation Site; (ii) the necessary environment (power, cooling, etc.) required to support and operate the Products; and (iii) servers and network connectivity required to support Products.

**B. Product Shipment.** Supplier shall deliver the Products by common carrier to the Installation Site. Software may be provided by (i) shipment of physical media; or (ii) electronic download (when so offered by Supplier).

**C. Risk of Loss.** Supplier shall bear the entire risk of loss, theft, damage or destruction with respect to the Supplier Products until the time of arrival of the Products at the Installation Site(s) and Customer shall bear such risk from such time on until the Products are Returned. If any loss, theft, damage or destruction to the Products occurs during the time Customer bears such risk, Supplier shall be relieved of its Flexible Consumption obligations to the extent such event impacts Supplier's ability to provide such Flexible Consumption until such time as the Products are repaired or replaced. Charges shall continue to accrue during this period of such interruption. If Products are materially damaged, stolen or destroyed, Customer shall promptly notify Supplier.

**D. Customer Insurance Coverage.** Customer must insure the Products (with a reputable insurance company) against all: (a) liability whatsoever to any third party arising directly or indirectly out of Customer's selection, possession or use of the Products, and (b) loss or damage to the Products from all insurable risks for the full cost of replacing it, and (c) other risks in respect of which a prudent owner or operator of Products of the same nature as the Products would normally insure such Products. In regard to (a) and (b), Supplier will be named as co-insured and loss payee respectively. Upon Supplier's request Customer must show Supplier evidence that the insurance required under this Agreement is in place in respect of the relevant Schedule(s). Customer must immediately notify Supplier of any loss claim, and Customer must not settle any claims without Supplier's agreement.

**E. Personal Property and Identification.** Title to Products provided by Supplier pursuant to any Schedule remains with Supplier at all times and Customer shall have no right or interest in such Products except as provided in this Agreement and related Schedule. All Products shall remain personal property of Supplier notwithstanding the manner in which such may be attached or affixed to realty. At any time, Customer shall (i) at request of Supplier, legibly mark each item of Equipment in a reasonably prominent location with a label, disc or other marking stating that the Equipment is owned by Supplier; and (ii) not remove such without the prior written consent of Supplier. Customer may not change the Installation Site without Supplier's prior written consent. Customer shall give Supplier immediate written notice of any attachment or judicial process affecting the Products or Supplier's ownership of which Customer becomes aware. In case the Equipment is installed at a third-party Installation Site, Customer undertakes to notify in writing such third party that Supplier is the owner of the Equipment and that such Equipment (i) cannot be treated as a fixture or fitting forming part of the third party property (ii) cannot be seized by such third party in distress for monies owed by the Customer to such third party. Customer undertakes to guarantee that, at any time during the course of any Equipment applicable Schedule, Supplier have the right to enter the third-party Installation Site to inspect the Equipment and to retake possession of the Equipment on expiry or termination of any Schedule.

**F. Ownership of Customer Data; Telemetry Notice.** All Customer Data shall remain the responsibility and property of Customer. Dell collects data from the Products relating to Product location, utilization, configuration, diagnostics and performance, solely for the purpose of providing the Services and forecasting capacity requirements ("Telemetry Data"). Telemetry Data does not include, and Dell does not otherwise access, view, process, copy, modify or handle Customer Data stored on the Products. Notwithstanding the foregoing, Dell will treat any Customer personal data inadvertently collected in accordance with the applicable jurisdiction's Dell Privacy Statement, each of which are available at <http://www.dell.com/localprivacy>, and each of which is hereby incorporated by reference. Customer consents to Dell's collection and use of Telemetry Data for the purposes stated herein.

**G. Return of Products; Data Migration.** Prior to any Return of Products, including in case of expiration or termination of the corresponding Schedule, Customer must completely migrate and erase (by use of a method that does not cause damage to the Products) its Customer Data and establish a mutually convenient date, generally coinciding with the end of a Billing Period, when the Products will be Returned to Supplier. Customer is liable for any Return costs and shall reimburse Supplier for the reasonable value of any Products that are not Returned or are Returned in a condition that evidences damage in excess of reasonable wear and tear.

#### **4. LICENSE TERMS.**

**License Grant.** Customer is granted a non-exclusive, non-transferable license to use the Software and the Documentation during the Flexible Consumption Period solely for Customer's internal business operations, and, when so indicated on the applicable Schedule, for delivery of services to its end users. Customer's rights to use the Software provided by Supplier during the Flexible Consumption Period are governed by the terms of the Agreement and the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on [www.dell.com/eula](http://www.dell.com/eula) for the relevant Software product family and effective as of the date of the applicable Quote shall apply taking into account the character of this Agreement. Supplier will provide a hard copy of the applicable terms upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment item.

## **5. WARRANTY.**

**A. Supplier Warranty.** During the initial Flexible Consumption Period, Supplier will maintain a Product's ability to perform substantially in accordance with the related Documentation. Customer shall promptly provide Supplier with written notice of any material defect of which it becomes aware. Supplier shall remedy such defect within thirty (30) days of receipt of notice (the "Cure Period"). If Supplier fails to cure such defect within the Cure Period, Supplier's entire liability and Customer's exclusive remedy shall be for Supplier to substitute the defective Product with an identical or equivalent Product model.

**B. Exclusions.** Supplier shall not be responsible for, and shall have the right to charge Customer for, and Customer shall promptly pay any charges for, Product related problems that arise from (i) accident or neglect by Customer or any third party; (ii) any third party items or services with which the Product is used or other causes beyond Supplier's control; (iii) installation, operation or use not in accordance with Supplier's instructions or the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for which the Product was not designed; (v) modification, alteration or repair by anyone other than Supplier or its authorized representatives; or (vi) in case of Equipment only, causes attributable to normal wear and tear. Supplier has no obligation whatsoever for Software installed or used beyond the licensed use, for Equipment which was moved from the Installation Site without Supplier's consent or whose original identification marks have been altered or removed.

**C. No Further Warranties; Disclaimer.** EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH REGARD TO PRODUCTS, SUPPORT SERVICES OR ANY OTHER ITEMS OR MATTERS ARISING HEREUNDER, SUPPLIER (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, UNDER THIS AGREEMENT AND DISCLAIMS ALL IMPLIED WARRANTIES. INSOFAR AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. SUPPLIER AND ITS SUPPLIERS DO NOT WARRANT THAT SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT IT WILL MEET CUSTOMER'S REQUIREMENTS.

**D. Customer Operating Environment Warranty.** Customer shall, at its expense, operate the Products with reasonable care and in accordance with the Documentation, and keep the Products located at the Installation Site free and clear from any liens or encumbrances. Customer shall operate and maintain a data back-up system in its data center environment. Customer shall provide for a daily back-up process including backing up data before performance of any remedial, upgrade or other works on Customer's production systems.

## **6. INDEMNITY.**

**A. IP Indemnity.** Supplier will: (a) defend Customer against any third party claim that Products or Support Services (but excluding Third Party Products and open source software) infringe that party's patent, copyright or trade secret enforceable in the country where Customer acquired the Product from Supplier ("Claim"); and (b) indemnify Customer by paying: (1) the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction to the extent that such are the result of the third party Claim; or (2) the amounts stated in a written settlement negotiated and approved by Supplier. In addition, should any Product or Support Service become, or in Supplier's opinion be likely to become, the subject of such a Claim, Supplier may, at its expense and in its discretion: (a) obtain a right for Customer to continue using the affected Product or Support Service; (b) modify the affected Product or Support Service to make them non-infringing; (c) replace the affected Product or Support Service with non-infringing substitutes; or (d) notify Customer to return the Product and discontinue Support Services, and, upon receipt thereof, refund the remaining portion, if any, of any pre-paid Flexible Consumption Fee. Except as otherwise provided by law, this section 6 states Customer's exclusive remedies for any third-party intellectual property claim relating to Products or Support Services, and nothing in this Agreement or elsewhere will obligate Supplier to provide any greater indemnity.

**B. Exclusions from Indemnity.** Supplier has no obligation under section 6.A above: (a) if Customer is in material breach of this Agreement; or (b) for any Claim resulting or arising from: (1) any combination, operation or use of a Product or Support Service with any other products, services, items or technology, including Third Party Products and open source software; (2) use for a purpose or in a manner for which the Product or Support Service was not designed, or use after Supplier notifies Customer to cease such use due to a possible or pending Claim; (3) any modification to the Product or Support Service made by any person other than Supplier or its authorized representatives; (4) any modification to the Product or Support Service made by Supplier pursuant to instructions, designs, specifications or any other information provided to Supplier by or on behalf of Customer; (5) use of any version of a Product when an upgrade or newer iteration of the Product or Support Service made available by Supplier would have avoided the infringement; (6) services provided by Customer (including Claims seeking damages based on any revenue Customer derives from Customer's services); or (7) any data or information that Customer or a third party records on or utilizes in connection with the Products or Support Services.

**C. Indemnification Process.** Supplier's duty to defend and indemnify under this section is contingent upon Customer: (a) sending prompt written notice of the Claim to Supplier and taking reasonable steps to mitigate damages; (b) granting to Supplier the sole right to control the defense and resolution of the Claim; and (c) cooperating with Supplier in the defense and resolution of the Claim and in mitigating any damages.



## 7. LIMITATION OF LIABILITY.

**A. Limitation on Direct Damages.** EXCEPT FOR CUSTOMER'S OBLIGATION TO PAY AMOUNTS OWED HEREUNDER, CUSTOMER'S VIOLATION OF SUPPLIER'S OR ITS AFFILIATES' INTELLECTUAL PROPERTY RIGHTS, OR SUPPLIER'S INDEMNITY OBLIGATION STATED IN SECTION 6 ABOVE, EACH PARTY'S TOTAL LIABILITY FOR ANY CLAIM ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL OF THE FLEXIBLE CONSUMPTION FEES FOR THE PRODUCT, SUPPORT SERVICES, OR BOTH TO WHICH THE CLAIM RELATES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CLAIM IS MADE, EXCLUDING AMOUNTS RECEIVED AS REIMBURSEMENT OF EXPENSES OR PAYMENT OF TAXES ACCRUED.

**B. No Indirect Damages.** EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF SUPPLIER'S INTELLECTUAL PROPERTY RIGHTS, NEITHER CUSTOMER NOR SUPPLIER SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

**C. Limitation Period.** All claims must be made within (i) the time period specified by applicable law; or (ii) eighteen (18) months after the cause of action accrues if (a) no such period is specified at law; or (b) the applicable law allows the parties to agree to a shorter period than that specified therein.

## 8. TRADE COMPLIANCE.

Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States, the European Union and other applicable jurisdictions (collectively, "Applicable Trade Laws"). Offerings are for Customer's own/internal use, and may not be used, sold, leased, exported, imported, re-exported, or transferred except in compliance with the Applicable Trade Laws. Customer represents and warrants that it is not the subject or target of, or located in a country or territory that is the subject or target of economic sanctions under the Applicable Trade Laws. For further information about geographical restrictions and compliance with Applicable Trade Laws, visit [www.dell.com/tradecompliance](http://www.dell.com/tradecompliance).

Customer agrees that it will obtain all necessary rights, permissions and consents associated with: (a) technology or data (including personal data) that Customer and its Affiliates provide to Supplier or its Affiliates, and (b) non-Supplier software or other components that Customer and its Affiliates direct or request that Supplier or its Affiliates use with, install, or integrate as part of the Supplier's Offerings. Customer will defend and indemnify Supplier and its Affiliates against any third-party claim resulting from a breach of the foregoing, or from Customer's infringement or misappropriation of intellectual property rights of Supplier, its Affiliates or third parties.

## 9. TERM; EVENTS OF DEFAULT; REMEDIES.

**A. Agreement Term.** This Agreement commences on its Effective Date, and unless otherwise terminated as set forth below, shall terminate for convenience when a party sends written notice of termination, which notice shall become effective forty-five (45) days after receipt thereof. Such

termination shall not terminate any Schedule already in effect at the time thereof and shall not impact any renewal provisions of such Schedules. Any provision that by its nature or context is intended to survive any termination or expiration, including but not limited to provisions relating to payment and liability, shall so survive. Unless earlier terminated pursuant to its term, each Schedule shall commence and expire in accordance with its terms.

**B. Events of Default.** The occurrence of any of the following in connection with the FCA, any Schedule, or any amendments to either of the foregoing documents, shall constitute an Event of Default: (i) Customer shall fail to pay the Monthly Flexible Consumption Fee within thirty (30) days of its due date; (ii) Customer shall fail to perform any provision, covenant, condition or agreement, and such failure shall continue for thirty (30) days after notice thereof; or (iii) bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, or other similar proceedings shall be instituted by or against Customer or all or any part of its property under the Federal Bankruptcy Code or other law of the United States or any state or jurisdiction in which Customer is organized, and it shall consent thereto or shall fail to cause the same to be discharged within sixty (60) days.

**C. Remedies.** If an Event of Default shall occur, Supplier may exercise any one or more of the following remedies: (i) immediately terminate any or all Schedules; (ii) by notice in writing to Customer, declare immediately due and payable, and Customer shall be obliged to pay immediately, (1) all past due Monthly Flexible Consumption Fees and other past due amounts plus (2) as the parties agreed upon pre-estimate of damages and not a penalty, all Monthly Flexible Consumption Fees for the Monthly Committed Capacity for the remainder of the Flexible Consumption Period with clause (2) being discounted to present value using the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of the applicable Schedule and (iii) require Customer to Return any or all Products as provided in Section 3G and/or if requested by Supplier, assemble the Products in a single location designated by Supplier granting Supplier the right to enter the premises where such Products are located for the purpose of repossession; free from all claims by Customer; provided that the parties shall reasonably cooperate to enable Customer to migrate and erase its data and for Supplier to recover such Products. Customer shall be responsible for the payment of the actual documented costs and reasonable attorney's fees incurred by Supplier in retaking possession of the Products and/or seeking to recover amounts due. Supplier shall take reasonable steps to protect Customer Data for thirty (30) days after recovery of Products under this Subsection C.

## 10. MISCELLANEOUS.

**A. Notices.** Notice to Supplier under this Agreement or any related transaction must be in writing and sent (i) by registered or certified mail, postage prepaid first-class mail with return receipt requested; or (ii) by overnight delivery service with verification of receipt, to the address below; or (iii) by electronic mail to: Dell\_Legal\_Notices@dell.com. All such notices will be effective upon receipt.

EMC Corporation  
Attn: Contracts Manager  
Dell Legal Department  
One Dell Way  
Round Rock, TX 78682

**B. Entire Agreement.** This Agreement, applicable Schedule(s) and each purchase order (i) comprise the complete statement of the agreement of the parties with regard to the subject matter thereof; and (ii) may be modified only in a writing with evidence of acceptance by both parties. All terms of any purchase order or similar document provided by Customer, that are inconsistent or conflict with this Agreement and/or Schedule, shall be null and void and of no legal force or effect.

**C. Assignment and Change in Control.** The assignment or transfer, whether by operation of law or otherwise, of a party's right(s) or delegation of obligation(s) hereunder, shall require the consent of the other party. However, such consent shall not be required of Customer if the assignment or transfer involves (i) assignment by Supplier or its assignee of the right to receive payments and related rights due by Customer (ii) the purchase of all or substantially all of Supplier's assets or any deemed assignment or transfer by Supplier by reason of merger, consolidation, change-in-control or corporate reorganization. Supplier may use its direct or indirect subsidiaries or other sufficiently qualified subcontractors to provide Services to Customer, provided that Supplier remains responsible to Customer for the Services' performance.

**D. Governing Law.** This Agreement is governed by the laws of the State of Texas (excluding its conflict of law rules) and the federal laws of the United States. To the extent permitted by law, the state and federal courts located in Texas will be the exclusive jurisdiction for disputes arising out of or in connection with this Agreement. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

**E. Waiver.** Failure to enforce a provision of this Agreement will not constitute a waiver.

**F. Independent Contractors.** The parties shall act as independent contractors for all purposes under this Agreement. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other.

**G. Financial Statements.** Customer agrees to furnish Customer's financial statements (prepared in accordance with generally accepted accounting principles) and other financial information, relating to a Schedule within five (5) Business Days as Supplier may from time-to-time reasonably request.

**H. Severability.** If any part of this Agreement, Schedule, purchase order, or quote is held unenforceable, the validity of all remaining parts will not be affected.

**I. Order of Precedence.** In the event of a conflict between the provisions of the documentation related to this FCA, the order of precedence with respect to the term in conflict will be: (a) the terms of a Schedule (as amended); (b) the terms of this FCA (as amended).

**In Witness Whereof,** the parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

**EMC Corporation (“Supplier”)**

**New Orleans Regional Transit Authority  
 (“Customer”)**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name  
 (Print):** \_\_\_\_\_

**Name  
 (Print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_



**Flexible Consumption Schedule No. 1 (Flex on Demand) VxRail – U.S.**

This Flexible Consumption Schedule No. 1 (the “**Schedule**”) sets forth the terms under which the customer identified below (“**Customer**”) may access and use certain Products from the Dell EMC entity identified below (“**Dell EMC**”). Customer’s use of Products is subject to the terms of this Schedule and the **Governing Agreement** identified below.

<b>Effective Date:</b> _____	<b>Governing Agreement:</b> Customer’s existing Master Flexible Consumption Agreement with Dell EMC dated on or about: <u><b>December 7, 2023</b></u>
<b>Name of Dell EMC entity (“Dell EMC”):</b> EMC CORPORATION 176 SOUTH STREET HOPKINTON, MA 01748	<b>Name of Customer:</b> NEW ORLEANS REGIONAL TRANSIT AUTHORITY 2817 CANAL ST NEW ORLEANS, LA 70119-6301

**1. Effective Date, Commencement Date.**

- 1.1 Schedule Effective Date and Transaction Start Date.** This Schedule expresses the current understanding of Dell EMC and Customer with regard to the Products listed on the Attachment 1 hereto. This Schedule, when signed by Dell EMC and Customer takes effect as of the **Effective Date** shown above.
- 1.2. Commencement Date.** Flexible Consumption Period shall commence on either (i) the first day of the first month following the date the Products have been installed at the Installation Site, or, if Customer delays the installation process or if Customer’s facility is not prepared for the installation of Products, (ii) the first day of the second month following the Product’s arrival at the Installation Site (as applicable, the “**Commencement Date**”).

**2. Listing of Products; Unit of Measure (“UOM”) for Software; Level of Support Services.**

- 2.1 Products.** The Products subject to this Schedule are listed on the Attachment 1 hereto.
- 2.2 Unit of Measure for Software.** A complete description of the Unit of Measure applicable to each unit of Software listed on the Attachment 1 is contained in the Dell EMC Units of Measure at <https://www.dell.com/content/dam/digitalassets/active/en/unauth/manual-warranty-informations/products/data-protection/h2483-sw-use-rights.pdf>
- 2.3 Support Services.** The following Table 2.3 specifies the level of Support Services to be provided for all Products during the Flexible Consumption Period.

Table 2.3 – Level of Support Services	
Support Services Level is:	ProSupport Plus Mission Critical

- 2.4 Support Services Terms.** Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport Plus for Infrastructure: [https://i.dell.com/sites/csdocuments/Legal\\_Docs/en/us/dell-prosupport-plus-for-infrastructure-sd-en.pdf](https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/dell-prosupport-plus-for-infrastructure-sd-en.pdf)

**3. BILLING/METRICS. PURCHASE ORDER, FLEXIBLE CONSUMPTION PERIOD AND RENEWALS.**

- 3.1 Billing Metrics and Flexible Consumption Period.** Customer is authorized to use all or a portion of the Products and receive Support Services thereon only during the **Flexible Consumption Period** as described in Table 3.3 below. During the Flexible Consumption Period, Dell EMC will measure the usage of the Products on a daily basis and issue a monthly invoice, in arrears, to Customer that reflects the amount of average usage during the prior month. The monthly Flexible Consumption Fee for usage is based on a minimum committed amount of use (the “**Monthly Committed Capacity**”) plus any usage in excess thereof (use of the “**Monthly Reserve Capacity**”). The Metered Total Capacity, Monthly Committed Capacity and Reserve Capacity are measured by means of the following metric: “**Consumed Raw Storage**” shall mean the amount of Storage written or reserved by the Asset(s) to provide Storage to Servers or used for maintaining replicas of Server Storage. This measure does not include storage used for disk formatting or dedicated spare disks and includes storage used for Protection/RAID overhead and (where appropriate) dynamic sparing overhead on the System. This measure is after the application of storage reduction techniques performed by the Asset(s) such as compression and de-duplication. This definition means that storage consumed on the Asset(s) that cannot be reused by other means is converted to a Raw format by adding the parity and protection overheads.

“**Consumed Physical Node RAM**” shall mean the amount of a physical node’s Random-Access Memory that is utilized at a given point in time expressed in units of GiB. This unit of measure is represented as a mean average over a defined period of time, e.g. daily, weekly or monthly. This measure includes RAM consumption as a result of the operating system, hypervisor or any other software running on the physical node.

**3.2 Capacities and Asset Metering.** Prior to Billing, Dell EMC will provide Customer a monthly usage report, which reflects both the Metered Total Capacity of the Products and the Monthly Committed Capacity as a Percentage of that Metered Total Capacity. **“Metered Total Capacity”** means the reported capacity of the Products based upon Customer’s storage configuration in the applicable environment. Monthly reports will reflect the Metered Total Capacity of Products as reported by the asset and will scale the Monthly Committed Capacity in line with the Monthly Committed Capacity as a Percentage of Metered Total Capacity (see table 3.3). The committed Monthly Flexible Consumption Fee, the Monthly Unit Rate (Charge per GiB per Month) and the Monthly Committed Capacity as a Percentage of Metered Total Capacity remain fixed.

**3.3 Rate, Billing Period and Flexible Consumption Fee; Reserve Capacity Cap.** Table 3.3 sets forth the Billing Period, Monthly Unit Rate, the Flexible Consumption Period and Fee for the Monthly Committed Capacity. The Flexible Consumption Fee per Billing Period is the sum of the fee for the Monthly Committed Capacity and plus the fee for the Reserve Capacity, if any, used during that Billing Period. These fees are calculated by multiplying the applicable amount of use by the Monthly Unit Rate. In no event shall the Flexible Consumption Fee for any Billing Period be less than that which would apply to the Monthly Committed Capacity. Without limiting the foregoing, Customer is responsible to pay Dell EMC the fees for the Monthly Committed Capacity in accordance with the terms and conditions of this Schedule even if Customer’s actual usage is less than the Monthly Committed Capacity. If the monthly use is not greater than the Monthly Committed Capacity, no Reserve Capacity fee shall be due. If the monthly use exceeds the Monthly Committed Capacity, Dell EMC shall calculate the amount of the Reserve Capacity usage, using the Monthly Unit Rate set forth in Table 3.3 and include the amount in the next monthly invoice issued by Dell EMC.

Table 3.3 – Billing Information - Storage	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	Thirty-six (36, but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	50%
Monthly Unit Rate (Charge per GiB per Month)	\$ 0.0222
Monthly Flexible Consumption Fee for Monthly Committed Capacity	\$ 2,646.44

Table 3.3 – Billing Information - Memory	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	Thirty-six (36), but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	50%
Monthly Unit Rate (Charge per GiB per Month)	\$ 2.4708
Monthly Flexible Consumption Fee for Monthly Committed Capacity	\$ 2,530.10

Dell EMC shall charge Customer the Monthly Unit Rate for use of Reserve Capacity above the Monthly Committed Capacity up to eighty-five (85%) percent of the Metered Total Capacity, and Customer’s use of the Reserve Capacity between 85% and 100% of the Metered Total Capacity be at no charge to Customer (“Reserve Capacity Cap”) except in cases of: (i) interruption of monitoring when customer is at fault (Section 2.F of the MFCA), or (ii) Customer is in default of this Schedule, where in either case Dell EMC will continue to invoice for use up to 100%. Dell EMC shall issue invoices referencing this Schedule.

**3.4 Purchase Order Requirements.** Customer’s initial purchase order must specify an amount that is at least equal to the monthly Flexible Consumption Fee for the Monthly Committed Capacity multiplied by the number of months in the Flexible Consumption Period. That minimum amount of the purchase order is shown in Table 3.4 below. Customer shall pay all invoices for Flexible Consumption Fees, including, but not limited to, those that contain charges for use of Reserve Capacity, regardless of whether or not such amounts exceed the amount of Customer’s purchase order(s) issued to Dell EMC in connection with this Schedule. If Dell EMC reasonably determines that the amount of Customer’s original purchase order will not cover the actual Flexible Consumption Fee, then Dell EMC will notify and discuss the situation with Customer. Upon agreement on the additional funds, Customer shall promptly issue a related purchase order for that additional amount.

Table 3.4 – Purchase Order Amount	
Customer Purchase Order amount is:	\$ 186,355.44

**3.5 Increasing Monthly Committed Capacity/Flexible Consumption Period.** During the Flexible Consumption Period, Customer may increase (i) its Monthly Committed Capacity; or (ii) both the duration of the Flexible Consumption Period and the Monthly Committed Capacity at the applicable Monthly Unit Rates stated in Table 3.5 below. To do so, Customer must agree to the increase in an amendment to this Schedule. When Dell EMC and Customer have agreed on the increase, Dell EMC shall prepare and send an amendment to Customer using the pricing in Table 3.3. The parties shall indicate their acceptance by signing the amendment and Dell EMC shall invoice Customer based on the new pricing pursuant to the amendment. When extending the duration of the Flexible Consumption Period, the revised duration continues to be measured from the original Commencement Date of the Flexible Consumption Period. If the duration of Flexible Consumption Period was thirty (36) months and the amendment adds six (6) months, then the new Flexible Consumption Period is a total of forty-two (42) months, beginning on the original starting date. The revised Monthly Unit Rate commences on the first day of the first month following the month in which the amendment becomes effective. In no event shall the amendment have any retroactive effect.

**Table 3.5 – Pricing for Increases Monthly Committed Capacity/Flexible Consumption Period**

**STORAGE**

80%	0.0179	0.0173	0.0165	0.0161	0.0158
70%	0.0192	0.0185	0.0175	0.0170	0.0165
60%	0.0206	0.0199	0.0185	0.0180	0.0172
50%	0.0222	0.0214	0.0196	0.0191	0.0179
	36 months	42 months	48 months	54 months	60 months

**MEMORY**

80%	1.9883	1.9189	1.8258	1.7789	1.7383
70%	2.1268	2.0525	1.9529	1.9027	1.8593
60%	2.2859	2.2061	2.0990	2.0451	1.9984
50%	2.4708	2.3845	2.2688	2.2105	2.1600
	36 months	42 months	48 months	54 months	60 months

**3.6 Renewal and/or Month-to-Month Extension.** Prior to the expiration of the applicable Flexible Consumption Period, Customer shall notify Dell EMC that Customer no longer wishes to use the Products. Customer shall completely migrate its information and data off of the Products and establish a mutually convenient date, coinciding with the end of a Billing Period, when the Products will be returned to Dell EMC. However, until Customer notifies Dell EMC that Customer has removed its data and the Products have been returned, Customer shall continue to pay the then currently applicable Flexible Consumption Fee on a month-to-month basis. In order to implement a new agreement, Customer must issue a new purchase order that complies with the requirements of the new agreement. Customer agrees to pay all charges incurred on a month-to-month extension regardless of whether or not it has issued a purchase order to Dell EMC.

**4. DELIVERY, INSTALLATION AND IDENTIFICATION.**

**4.1 Delivery.** Dell EMC shall deliver all Products to the “Ship-To” address stated in Table 4.3 below. Where Software is provided in a form that is embedded on the Equipment, Dell EMC will enable any required license keys (meaning information needed to enable activation and use of the Software) by electronic means.

**4.2 Deployment Services.** Deployed Services, subject to this Schedule, are listed on the Attachment 1 hereto. Other services, may be made available under a separate contract signed by the parties.

**4.3. Shipment and Installation Site(s).**

**Table 4.3 – Shipment and Installation Site(s).**

<b>Licensed Software Ship-To Address (one address):</b>	<b>Installation Site(s), if any:</b>
2817 CANAL ST NEW ORLEANS, LA 70119-6301	2817 CANAL ST NEW ORLEANS, LA 70119-6301

**5. Miscellaneous.** Unless otherwise set forth above, the terms and conditions of the Governing Agreement shall apply to, and shall be considered incorporated into, this Schedule. Customer and Dell EMC agree that a signed Schedule may be amended by written notice from Dell EMC to Customer provided such notice is to correct the serial number or description of Products listed on Attachment 1.

The parties have caused their authorized representatives to sign and this Schedule becomes effective as of the Effective Date.

**EMC Corporation (“Dell EMC”)**

**REGIONAL TRANSIT AUTHORITY (“Customer”)**

By (Sign): \_\_\_\_\_

By (Sign): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**Attachment 1****QUOTE # 3000169443491**

<b>SKU Number</b>	<b>Description</b>	<b>Quantity</b>
210-ALTG	Dell EMC Switch S4128F-ON, 1U, 28 x 10GbE SFP+, 2 x QSFP28, PSU to IO, 2 PSU	2
470-ACMH	Dell Networking Cable, OM4 LC/LC Fiber Cable, (Optics required), 10 Meter	4
619-AMIZ	OS10 Enterprise S4128F-ON	2
450-AAFH	Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	2
450-AAFH	Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	2
407-BCZR	Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach	4
470-ABOU	Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter	2
343-BBGC	Dell EMC Networking S4100-ON Americas User Guide	2
814-1417	Dell Hardware Limited Warranty 1 Year	2
814-1460	ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch,1 Year	2
814-1466	ProSupport Plus Mission Critical:7x24 HW/SW Technical Support and Assistance, 3 Years	2
814-1467	ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Years Extended	2
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	2
975-3461	Dell Limited Hardware Warranty Extended Year(s)	2
997-6306	Info 3rd Party Software Warranty provided by Vendor	2
804-2147	ProDeploy Plus Dell Networking S Series 4XXX Switch - Deployment	2
804-2148	ProDeploy Plus Dell Networking S Series 4XXX Switch - Deployment Verification	2
812-4037	ProDeploy Plus No Charge Training 500	2
848-8541	3 Years ProSupport Plus OS10 Enterprise Software Support-Maintenance	2
210-BCWT	VxRail S670	4
329-BDWH	PSNT Info	4
384-BDMH	VxRail P670F/N V670F S670 Firmware Lock	4
634-CGQC	VxRail Software 8.0.100 Factory Install	4
379-BDYQ	No Transformational License Agreement	4
321-BGLS	3.5" Chassis with up to 12 HDDs (SAS/SATA), 4x2.5" Rear HDDs (SAS/SATA) for 1CPU Configuration	4
325-BDYT	VxRail 2U Bezel V2	4
338-CBBU	Intel Xeon Gold 6346 3.1G, 16C/32T, 11.2GT/s, 36M Cache, Turbo, HT (205W) DDR4-3200	4
374-BBBX	No Additional Processor	4
370-AEVR	3200MT/s RDIMMs	4
370-BBQN	32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE x8 - HCl	64
400-ASIB	8TB 7.2K RPM SAS ISE 12Gbps 512e 3.5in Hard Drive	32
345-BEPH	1.6TB SSD SAS ISE, Mixed Use, up to 24Gbps 512e 2.5in Flex Bay, AG Drive	16
540-BCRX	Broadcom 57504 Quad Port 10/25GbE,SFP28, OCP NIC 3.0	4
461-AAIG	Trusted Platform Module 2.0 V3	4
770-BBBQ	ReadyRails Sliding Rails	4
770-BDRQ	Cable Management Arm, 2U	4
450-AJHG	Dual, Hot-Plug,Power Supply Redundant (1+1), 1400W, Mixed Mode	4

<b>Attachment 1 Continued</b>		
450-AALV	Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	8
492-BBDI	C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	8
750-ACOM	Fan Foam, HDD 2U	4
470-AAGP	Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter	16
149-BBTD	VxRail VMware, vSAN Standard, 3 Years	4
634-BYPC	VxRail HCI System Software, S	4
634-BVNJ	VxRail HCI System Software, Capacity Drive, 8TB	32
634-BYME	VxRail HCI System Software Memory, 32GB	64
151-BBXO	VxRail VMware vSphere Enterprise Plus for 1 processor, 3 Years	4
863-1704	3 Years ProSupport Plus Mission Critical vSphere Ent Plus for 1 Proc Sftwr Spt-Maint	4
863-1759	3 Years ProSupport Plus Mission Critical vSphere Ent Plus for 1 Proc Sftwr Spt-Contract	4
379-BDTB	4x2.5 Rear Storage	4
878-1781	Dell Hardware Limited Warranty	4
878-1938	Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	4
878-1939	Prosupport Plus Mission Critical 7x24 Technical Support and Assistance 3 Years	4
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">//www.dell.com/contactdell</a>	4
823-4103	ProSupport Plus Mission Critical, vSAN, Standard, 1 Processor, 3 Years	4
862-9099	Optimize for Infrastructure Monthly 3 Years	4
812-4011	ProDeploy Plus No Charge Training 200	4
819-2575	ProDeploy Plus Dell EMC VxRail Deployment	4
819-2576	ProDeploy Plus Dell EMC VxRail Deployment Verification	4
875-6011	Remote Consulting Residency For Multicloud, 5 Days For 1 Week	4
389-DYHE	PowerEdge R750 CE Marking, No CCC Marking	4
389-DYHG	Dell/EMC label (BIS) for 3.5" Chassis	4
379-BDSS	SAS/SATA Backplane	4
340-CWLS	P/V 670 Shipping, DAO	4
481-BBFG	PowerEdge R750 Shipping Material	4
379-BDSZ	3.5 Chassis	4
540-BDFC	VxRail S670, Riser Config 9, 2A, 1x16LP	4
329-BHKD	VxRail S670 Branding	4
329-BGKO	PowerEdge R750 Motherboard, Barlow Pass Enabled, with Broadcom 5720 Dual Port 1Gb On-Board LOM	4
412-AAWF	Heatsink for 1 CPU configuration (CPU greater than or equal to 165W)	4
370-AAIP	Performance Optimized	4
780-BCQR	C43, No RAID	4
405-AAZF	Dell HBA355i Adapter, Low Profile	4
403-BCMB	BOSS-S2 controller card + with 2 M.2 480GB (RAID 1)	4
470-AERS	BOSS Cables and Bracket for R750 (4x2.5" Rear)	4
385-BBQV	iDRAC9, Enterprise 15G	4
379-BCQY	iDRAC Group Manager, Disabled	4
379-BCSG	iDRAC, Legacy Password	4
379-BCRB	DHCP with Zero Touch Configuration	4
750-ADGL	High Performance Fan x6	4
350-BBYX	No Quick Sync	4
631-AACK	No Systems Documentation, No OpenManage DVD Kit	4
387-BBEY	No Energy Star	4
800-BBDM	UEFI BIOS Boot Mode with GPT Partition	4

<b><u>Attachment 1 Continued</u></b>		
350-BCJF	VxRail S670 Luggage Tag	4
210-ARZC	Recover Point for Virtual Machine	4
865-3492	3 Years ProSupport Plus Mission Critical RecoverPoint for Virtual Machines Sftwr Spt-Contract	4
900-9997	On-Site Installation Declined	4
626-BBBG	Storage Software Info	4
142-BBNV	HCIA RecoverPoint for VMs for 1 node	4

**O'Sullivan, Doris**

---

**From:** Hawkins, Brennan <Brennan.Hawkins@Dell.com>  
**Sent:** Thursday, December 7, 2023 5:15 PM  
**To:** O'Sullivan, Doris; Jee, Norman  
**Cc:** Agarwal, Shruti; Willett, Suzanne; Young, Derrick  
**Subject:** RE: RTA LA - APEX  
**Attachments:** Flex on Demand Schedule No. 1- REGIONAL TRANSIT AUTHORITY - NEW ORLEANS - VxRail.pdf; REGIONAL TRANSIT AUTHORITY - NEW ORLEANS Flexible Consumption Agreement 15AUG2023 US.pdf

Doris,

Attached is the executable contract and schedule. Per our conversation, below outlines the Louisiana state contract code requirements that you requested.

Below is the contract code that is tied to quote # 3000169443491.

### Contract Details

Contract Code	Contract Name
C000000010742	Dell NASPO Computer Equipment PA - St
Payment Terms	Expires
30 Days Inv.	January 31, 2024

This is referenced in the attachment labeled Flex on Demand Schedule No 1 on pg. 5.

**Attachment 1**

**QUOTE # 3000169443491**

SKU Number	Description
210-ALTG	Dell EMC Switch S4128F-ON, 1U, 28 x 10GbE SFP+, 2 x QSFP28, PSU to IO, 2 PSU
470-ACMH	Dell Networking Cable, OM4 LC/LC Fiber Cable, (Optics required), 10 Meter

In regards to services and migration, this contract includes pro deploy plus, migration services for all of your existing virtual machines to the new equipment, and pro support plus mission critical for the entire 3 year duration.

If there are any other questions or concerns that need to be addressed we are happy to get on a call tomorrow.  
Apologies for the delay.

Thanks,

## Brennan Hawkins

Data Center Account Executive

Dell Technologies | LA, MS, AR

Cell: 612-916-1397

[Brennan.Hawkins@Dell.com](mailto:Brennan.Hawkins@Dell.com)



Internal Use - Confidential

---

**From:** O'Sullivan, Doris <dosullivan@rtafoward.org>  
**Sent:** Thursday, December 7, 2023 9:30 AM  
**To:** Hawkins, Brennan; Young, Derrick; Jee, Norman  
**Cc:** Agarwal, Shruti  
**Subject:** RE: RTA LA - APEX

Dear Brennan,

Please forward the quote for this product. There are steps needing to be taken on the RTA side as well. Please update this team on the status.

Thank you,  
Doris

---

Doris O'Sullivan  
Project Manager III  
New Orleans Regional Transit Authority

\*\*\*\*

Upcoming Out of Office – 12/15/23 to 12/25/23  
Returning 12/26/23  
Happy Holidays!!!

-----Original Appointment-----

**From:** Hawkins, Brennan <[Brennan.Hawkins@Dell.com](mailto:Brennan.Hawkins@Dell.com)>  
**Sent:** Friday, December 1, 2023 1:23 PM  
**To:** Hawkins, Brennan; O'Sullivan, Doris; Young, Derrick; Jee, Norman  
**Cc:** Agarwal, Shruti  
**Subject:** RTA LA - APEX  
**When:** Friday, December 1, 2023 3:00 PM-3:30 PM (UTC-06:00) Central Time (US & Canada).  
**Where:** <https://Dell.zoom.us/my/brennanhawkins>

-----Original Appointment-----

**From:** Hawkins, Brennan <[Brennan.Hawkins@Dell.com](mailto:Brennan.Hawkins@Dell.com)>



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

504.827.8300

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

**RESOLUTION NO.** \_\_\_\_\_

**STATE OF LOUISIANA**

**PARISH OF ORLEANS**

---

**AUTHORIZATION TO AWARD A CONTRACT TO DELL TECHNOLOGIES APEX**

---

Introduced by Commissioner \_\_\_\_\_,  
seconded by Commissioner \_\_\_\_\_.

**WHEREAS**, RTA computing resources runs on two critical operating systems, Computer-Aided Dispatch (CAD) and RTA corporate network, have reached operational life; are at maximum storage capacity; and, are no longer supported by the manufacturers; and

**WHEREAS**, RTA needs to upgrade current computing and storage systems to continue to support these critical operating systems; and

**WHEREAS**, a monthly "pay-as-you-go" capacity-based model reduces a large capital outlay, reduces commitment for future technology disposal costs, and includes support for both virtualization software and hardware maintenance support; and,

**WHEREAS**, the required service is available to procure through an active State of Louisiana Contract: Code C000000010742 with Dell NASPO Computer Equipment PA; and

**WHEREAS**, the funding is currently available for a total cost of \$186,355.44 over 36 months through the current operating budget to be split evenly from codes 01-2900-02-7140-170-00-00000-00000 and 01-2900-02-8580-170-00-00000-00000; and



RESOLUTION NO. \_\_\_\_\_

Page 2

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, authorize the CEO to award a 36-month contract to Dell Technologies for an amount not-to-exceed \$186,355.44.

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

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

AND THE RESOLUTION WAS ADOPTED ON THE 23rd DAY OF JANUARY, 2024.

---

MARK RAYMOND, JR.  
CHAIRMAN  
BOARD OF COMMISSIONERS



Board Report and Staff Summary

File #: 23-215

Finance Committee

RTA NeoGov Contract Renewal

DESCRIPTION: NeoGov contract renewal for Human Capital Applicant and employee suite services for FY 2024	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

Authorize the Chief Executive Officer to approve a contract renewal for NeoGov services through January 30, 2025, for a total cost of \$139,277.31.

ISSUE/BACKGROUND:

RTA Human Capital Department uses NeoGov for onboarding, learning and talent management, and Eforms Policy. RTA seeks to continue NeoGov Software as a Service through 2024.

DISCUSSION:

The NeoGov initial contract supported 78 employees in the hiring and time and payroll was executed in February 2020 in the amount of \$53,291 for two years. Resolution 21-043 in June 2021 initiated a change order to increase employees to a total workforce of 818 employees (at that time). Additionally, payroll time and attendance were removed, and learn management and benefits modules were added. The 2023 renewal saw the addition of an Eforms Policy Manager.

With the implementation of Core HR in Oracle in 2023, HRIS and Benefits were removed from the scope of NeoGov thereby reducing the total costs for modules to the current 2024 subscription of \$139,277.31. RTA wishes to continue with NeoGov as a software service at this time.

FINANCIAL IMPACT:

The funding is currently available through 01.2900.01.7140.167.00.00.00000.00000 for a total cost of \$139,277.31.

NEXT STEPS:

Upon RTA Board approval, staff will assign a purchase order and complete the project.

ATTACHMENTS:

1. Resolution
2. Procurement summary/ Routing sheet
3. Sole Source Justification Form
4. Invoice



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

Reviewed By: Sterlin Stevens  
Title: Director of Information Technology

Reviewed By: Gizelle Johnson Banks  
Title: Chief Financial Officer



Lona Hankins  
Chief Executive Officer

1/4/2024

Date



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

504.827.8300

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**RESOLUTION NO.** \_\_\_\_\_

**STATE OF LOUISIANA**

**PARISH OF ORLEANS**

---

**AUTHORIZATION TO AWARD A CONTRACT TO NEOGOV**

---

Introduced by Commissioner \_\_\_\_\_,  
seconded by Commissioner \_\_\_\_\_.

**WHEREAS,** RTA seeks authorization to approve the contract renewal for NeoGov services through FY 2025; and

**WHEREAS,** RTA Human Capital Department uses NeoGov for onboarding, learn & talent management, and Eforms Policy. RTA seeks to continue NeoGov Software as a Service through 2024; and

**WHEREAS,** The NeoGov initial contract supported 78 employees in the hiring and time and payroll was executed in February 2020 in the amount of \$53,291 for two years. Resolution 21-043 in June 2021 initiated a change order to increase employees to total workforce of 818 employees (at that time). Additionally, payroll time and attendance were removed, and learn management and benefits module were added. Resolution 22-176 saw the addition of Eforms Policy manager at a total cost of \$199,528.36; and

**WHEREAS,** With the implementation of Core HR and Benefits in Oracle in 2023, HRIS and Benefits was removed from the subscription in NeoGov which reduced the total costs for modules by \$60,251.05. The 2024 subscription cost is \$139,277.31. RTA wishes to continue with NeoGov as a Software Service at this time; and



Regional Transit Authority  
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RESOLUTION NO. \_\_\_\_\_

Page 2

**WHEREAS**, The funding is currently available through 01.2900.01.7140.167.00.00.00000.00000 for a total cost of \$139,277.31; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, authorize the CEO to award a contract to NeoGov.

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

**YEAS:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**AND THE RESOLUTION WAS ADOPTED ON THE 23rd DAY OF JANUARY, 2024.**

---

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



Request with ID: 125, it has been approved and thus not editable any longer. Please do not delete it.

Default Email Routing Assignment \*

Check to see any reject comments

[Click to see full log](#)

REQUEST ID: 125

**Mode:** Final Approval

**Status:** Approved

**Stage:** Document Generated

**Created By:** O'SULLIVAN, DORIS

REQUESTOR

Title: PROJECT MANAGER III Name: O'SULLIVAN, DORIS Email: dosullivan@rtaforward.org

### EMAIL ROUTING ASSIGNMENTS

Dir/Dept Head Personnel Lookup \*

Sterlin Stevens

Dept Head Full Name

Sterlin Stevens

Dept Head RTA Email \*

sstevens@rtaforward.org

Info Tech Lookup

Sterlin Stevens

Info Tech Full Name

Sterlin Stevens

Info Tech RTA Email \*

sstevens@rtaforward.org

Grants Personnel Lookup

Ron Baptiste

Dir Grants Rep Full Name

Ron Baptiste

Dir Grants RTA Email \*

rbaptiste@rtaforward.org

Budget Personnel Lookup

Eugenie Fernerty

Budget Analyst Full Name

Eugenie Fernerty

Budget Analyst RTA Email \*

efenerty@rtaforward.org

Safety Personnel Lookup

Chief Safety Full Name

Safety Team

Chief Safety RTA Email \*

SafetyProcurementTeam@r

Risk Personnel Lookup

Risk Analyst Full Name

Risk Team

Risk Analyst RTA Email \*

RiskProcurementTeam@rtai

SBE Personnel Lookup

Dir SBE Full Name

Dir SBE RTA Email \*

<input type="text"/>	SBE Team	SBEProcurementTeam@rtaf
DBE Personnel Lookup <input type="text"/>	DBE/EEO Compliance Manager Name <input type="text" value="DBE Team"/>	DBE/EEO Compliance Manager RTA Email * <input type="text" value="DBEProcurementTeam@rtaf"/>
Chief Lookup * <input type="text" value="Dwight Norton"/>	Chief Full Name <input type="text" value="#Dwight Norton"/>	Chief RTA Email * <input type="text" value="dnorton@rtaforward.org"/>
Procurement Lookup <input type="text"/>	Dir Procurement Full Name <input type="text" value="Procurement Team"/>	Dir Procurement RTA Email * <input type="text" value="ProcurementDeptTeam@rtaf"/>
CFO Lookup <input type="text"/>	CFO Full Name <input type="text" value="CFO Team"/>	CFO RTA Email * <input type="text" value="CFO-Procurement-Approve"/>
CEO Lookup <input type="text"/>	CEO Full Name <input type="text" value="CEO Team"/>	CEO RTA Email * <input type="text" value="CEOProcurementApprovers"/>

**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.

Requisition number

Ext. \*

2. This acquisition is restricted to the following source:

Manufacturer \*

Manufacturer address \*

Manufacturer Dealer/Representative \*

Dealer/representative address and Phone \*

ewillis@neogov.net; 310-658-5752

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

Materials/Service \*

Annual Software Subscription

Estimated Cost \*

\$

139,277.31

ICE FILE ATTACHMENT IS REQUIRED TO CONTINUE...! \*



ICE Form NG.docx



invoice\_INV-38794 NG 2024.pdf

Required Delivery Date \*

Jan 15, 2024

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

The initial contract supported 78 RTA employees without the benefits and learning management modules only insight (hiring module) was executed in February 2020 in the amount of \$53,291 for two years. A change order for NEOGOV services was approved via Resolution 21-043 in June of 2021 for a total contract increase of \$134,972.25 totaling \$188,263.25. The initial contract sufficed for the agency size, approximately 78 employees, prior to the transition of 740 employees whereby the RTA became responsible for its own operations and maintenance with an initial workforce of 818 employees. Additionally, removing payroll time and attendance which is contracted with another vendor for the RTA, and adding to NEOGOV the training learns management module and employee self-service benefits module. The 2023 annual contract totaling of \$199,528.36 added the Eforms Policy.

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5. Reason for sole-source \*

- Material/Service must be compatible
- Patent, copyright, or proprietary data limits
- Direct replacement parts/components
- Other information to support sole-source

*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.*

Project ID (optional)

*Associate the Procurement with existing RTA projects*

Check to add attachments

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

Unique Capability or Availability \*

- Unique or Innovative Concept
- Patents or Restricted Data Rights
- Substantial Duplication Costs
- Unacceptable Delay

**B. Certification of Authorized Grant**

Specification of Authorized Grant is Required?

- Yes
- No

Director of Grants / Federal Compliance

**RON BAPTISTE**

**C. Safety, Security and Emergency Management**

Include Safety Review and Approval is Required

- Yes
- No

Safety Chief

**SAFETY TEAM**

Check to add Safety Attachments

Include STD Insurance Provisions is Required

Risk Management Analyst

**RISK TEAM**



Yes

Check to add Risk Attachments

### D. Funding Source

Funding Type \*

Federal  State  Local  Other

Budget Analyst

EUGENIE FERNERTY

Available Federal funding

\$

Available State Funding

\$

Available Local Funding \*

\$ 139,277.31

Available Other Funding

\$

Estimated Federal cost

\$

Estimated State Cost

\$

Estimated Local Cost \*

\$ 139,277.31

Estimated Other Cost

\$

Total Available Funding

\$ 139,277.31

Est. Fed/State/Local/Other total cost

\$ 139,277.31

Estimated Amount Entered

\$ 139,277.31

Is Multi-Year Required?



No

**Note:** The default "Budget Team" includes all budget analysts. They will all get an email, but only one will approve according to the budget code assignment.

Budget Code -1 \*

01-2900-02-7140-167-00-00-00000-00000

FTA Grant -1

Budget Code - 2

FTA Grant - 2

Budget Code - 3

FTA Grant - 3

Budget Code - 4

FTA Grant - 4

Budget code-5



**E. DBE / SBE Goal Review and Approval is required**

Director of Small Business Development

DBE/EEO Compliance Manager

SBE TEAM

DBE TEAM

**Department Representative**

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

Input the Department Requestor Name

Date \*



Request with ID: 125, it has been approved and thus not editable any longer. Please do not delete it.

Default  
Email  
Routing  
Assignment  
\*

Check to  
see any  
reject  
comments

[Click to see  
full log](#)

REQUEST ID: 125

**Mode:** Final Approval

**Status:** Approved

**Stage:** Document Generated

**Created By:** O'SULLIVAN, DORIS

REQUESTOR

Title: PROJECT MANAGER III Name: O'SULLIVAN, DORIS Email: dosullivan@rtaforward.org

### EMAIL ROUTING ASSIGMENTS

Dir/Dept Head Personnel

Lookup \*

Sterlin Stevens

Dept Head Full Name

Sterlin Stevens

Dept Head RTA Email \*

sstevens@rtaforward.org

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Director of Grants / Federal Compliance

RON BAPTISTE

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SAFETY TEAM

Check to add Safety Attachments

Include STD Insurance Provisions is Required

Risk Management Analyst

RISK TEAM



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Director of Small Business Development

DBE/EEO Compliance Manager

SBE TEAM

DBE TEAM

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

Input the Department Requestor Name

Date \*

## Invoice #INV-38794

### From

Governmentjobs.com, Inc. DBA NEOGOV  
2120 Park Pl,  
Suite 100  
El Segundo, CA 90245

### Bill To

New Orleans Regional Transit Authority (LA)  
2817 Canal Street  
New Orleans, LA  
USA

### Invoice Summary

<b>Invoice Number</b>	INV-38794
<b>Date</b>	12/31/2023
<b>Terms</b>	Net 30
<b>Due Date</b>	01/30/2024
<b>Amount Due (USD)</b>	\$ 139,277.31

### Item / Description

#### Insight

This is your subscription fee for Insight for the term starting 01/31/2024 and ending 01/30/2025.

#### Perform

This is your subscription fee for Perform for the term starting 01/31/2024 and ending 01/30/2025.

#### Governmentjobs.com - IN

This is your subscription fee for Governmentjobs.com - IN for the term starting 01/31/2024 and ending 01/30/2025.

#### eForms

This is your subscription fee for eForms for the term starting 01/31/2024 and ending 01/30/2025.

#### Position Management

This is your subscription fee for Position Management for the term starting 01/31/2024 and ending 01/30/2025.

#### Learn

This is your subscription fee for Learn for the term starting 01/31/2024 and ending 01/30/2025.

#### PowerPolicy (1937)

This is your subscription fee for PowerPolicy (1937) for the term starting 01/31/2024 and ending 01/30/2025.

#### Onboard

This is your subscription fee for Onboard for the term starting 01/31/2024 and ending 01/30/2025.

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<b>Amount Due (USD)</b>	\$ 139,277.31
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Thank you for your business!

For questions, or pay by credit card, please reply to this email or reach out to [billing@neogov.com](mailto:billing@neogov.com). For questions on a renewals invoice, please reach out to [renewals@neogov.com](mailto:renewals@neogov.com).

Please make checks payable to:

Governmentjobs.com, Inc  
2120 Park Pl. St 100  
El Segundo, CA 90245

For Payments by Wire:  
Wells Fargo  
Account #: 7808864628  
Account Name: Governmentjobs.com, Inc.  
Bank Routing No.: 121000248

For a copy of our W9, please click on "Download W9" above.





Board Report and Staff Summary

File #: 23-216

Finance Committee

5-Year Capital Investment Program 2024-2028

DESCRIPTION: RTA 5-year Capital Investment Program 2024-28	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

Authorize the Chief Executive Officer to implement the 5-year Capital Investment Program (CIP) 2024-2028 for the 2024 Calendar Year.

ISSUE/BACKGROUND:

Although the agency has had a long-range, strategic plan, the Strategic Mobility Plan, since 2018 there has been no accompanying formal program of capital projects and initiatives to map out those efforts, their connection to the strategic goals of the agency, budgets, and financing plan. This work is typically accomplished by most public institutions as a Capital Improvement or Investment Program (CIP) with a five (5) year horizon. This timeframe strikes a balance between the long-term maturation of projects, particularly large capital ones, and reasonably predictable financial and tactical forecasting. A CIP does not typically have all funds identified in this 5-year window for all projects, but rather sets prioritized guidance for development and pursuit of financing, particularly for projects early in the development stage.

In 2023, the Board adopted a 5-year update of the Strategic Mobility Plan to reflect significant changes and accomplishments since 2018. Along with numerous major grants and awards, the staff has been developing the agency’s first 5-year CIP to align with this update and its goals, strategies, and actions.

The CIP is also an opportunity to formalize a program of major projects for the repair, replacement, and general State of Good Repair (a formal FTA term) of existing vehicles, facilities, rail systems and other assets. The identification of these needs is also being formalized through the Transit Asset Management Plan (TAM), another plan that FTA requires to be updated a minimum of every 4 years and connects to related formula funding for said needs.

DISCUSSION:

The 5-Year Capital Investment Program (CIP) is a 5-year roadmap for 2024 through 2028 that will be updated annually in line with the annual budget process where the next year’s expenditures are fully committed. All local funds in the CY2024 Operating and Capital Budget adopted by the Board in December 2023 for the capital program align with this CIP. Further out, a majority of funding in the 5-year CIP is anticipated or projected. By outlining the program first, the CIP serves as a roadmap for

securing funding based on strategic priorities including pursuing grants, financing opportunities, and other sources.

The 5-year CIP 2024-2028 reflects the need to make significant investments in greater transit experience including rapid rides across the region (BRT), faster payment methods, and expanded passenger facilities. This expansion also comes with the need to grow responsibly and maintain current assets and new ones as they come online. The total 5-year CIP program budget is \$604 million. Major projects include the BRT East-West Bank Corridor Project (\$282 million) with significant local funding needs to be identified during 2024; Downtown Transit Center (\$32 million); expansion of passenger facilities through smaller mobility hubs (phase 1, \$10 million and phase 2, \$30 million); ADA accessible stops for the entire system (\$10 million); and transit priority corridors for bus (\$10.8 million); modernized streetcar corridors (\$6 million) and streetcar expansion (\$28 million).

**FINANCIAL IMPACT:**

There is no direct financial impact to the agency for the 5-year CIP 2024-2028. Local funds are committed through the annual Operating and Capital Budget. The CIP will guide the pursuit of future funding opportunities such as grants and bond issuance, each of which will align the program budget and plan and will be brought to board as individual actions. The approved CY2024 Operating Budget has capital expenses totaling \$46,763,603 (including Ferry). For revenues \$14,764,614 is RTA local funds. This 5-year CIP has an updated expenses total of \$51,512,164 based on more recent cash flow projections, but maintains RTA local fund revenues of \$14,690,123 - just under the approved budget. The additional revenues to fund the higher expense total is from secured grant funds.

**NEXT STEPS:**


None.

**ATTACHMENTS:**

1. RTA Board Resolution
2. Five-Year Capital Investment Program 2024-2028

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

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



Lona Edwards Hankins  
Chief Executive Officer

12/21/2023

Date



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

504.827.8300

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

RESOLUTION NO. \_\_\_\_\_

STATE OF LOUISIANA

PARISH OF ORLEANS

---

**RESOLUTION TO APPROVE THE 5-YEAR CAPITAL INVESTMENT PROGRAM (CIP)  
FOR 2024 THROUGH 2028**

---

Introduced by Commissioner \_\_\_\_\_,  
seconded by Commissioner \_\_\_\_\_.

**WHEREAS**, the New Orleans Regional Transit Authority (RTA) Board of Commissioners adopted a Strategic Mobility Plan in 2018 and a 5-year update in 2023 to define the agency’s long-range, strategic goals with strategies and actions to accomplish these goals; and

**WHEREAS**, the Capital Investment Program (CIP) is a 5-year roadmap that will be updated annually in line with the annual budget process where all local funds for the capital program in the approved CY2024 Operating and Capital Budget align with this CIP for 2024-2028; and

**WHEREAS**, the 5-year CIP 2024-2028 reflects the need to make significant investments in greater transit experience including rapid rides across the region (BRT), faster payment methods, and expanded passenger facilities.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Regional Transit Authority approves 5-year Capital Investment Program 2024-2028 and authorizes the Chief Executive Officer (CEO), or her designee, to implement the program for CY2024.



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

504.827.8300

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

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

**YEAS:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**AND THE RESOLUTION WAS ADOPTED ON THE 23rd DAY OF JANUARY, 2024.**

---

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

NEW ORLEANS REGIONAL TRANSIT AUTHORITY

# FIVE-YEAR CAPITAL INVESTMENT PROGRAM

2024 – 2028 DRAFT

December 2023



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DRAFT

# 1 | INTRODUCTION

DRAFT



## OVERVIEW

One of the RTA's key roles is to develop and implement a Capital Investment Program (CIP) – in coordination and in alignment with the federal government, the state legislature, the metropolitan planning organization, regional city and parish governments and the public.

This CIP is a 5-year roadmap that will be updated annually in-line with the annual budget process where the next year's expenditures are fully committed. A large portion of funding in the 5-year CIP is anticipated or projected. By outlining program first, the CIP serves as a roadmap for securing funding based on strategic priorities including pursuing grants, financing opportunities and other sources.

The CIP 2024-2028 reflects the needs to make significant investments in greater transit experience including rapid rides across the region (BRT), faster payment methods, and expanded passenger facilities. This expansion also comes with need to grow responsibly and maintain current assets and new ones as they come online.

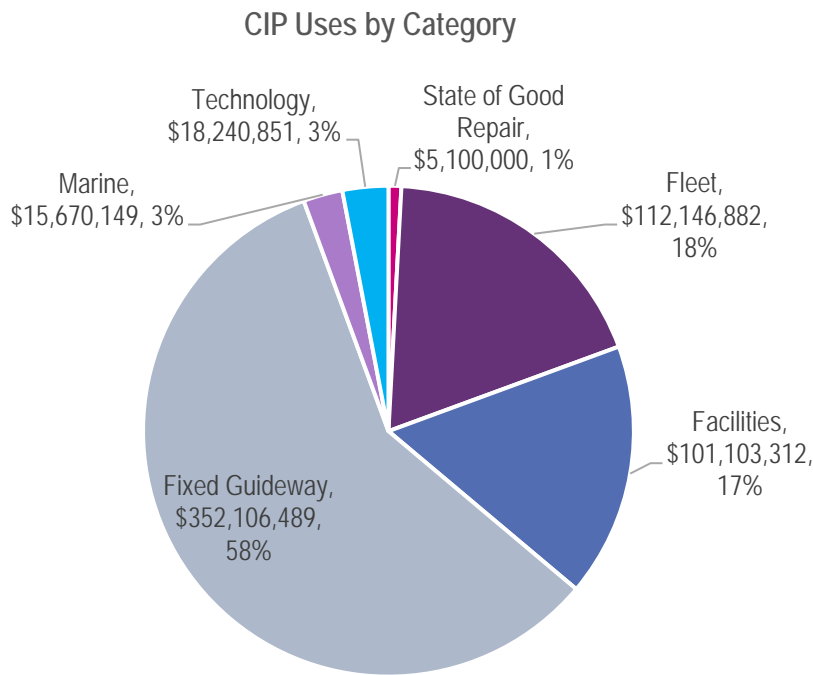
The investments described in this plan are capital expenditures organized into the following categories:

- **State of Good Repair:** Investments in end-of-life asset replacement needs
- **Fleet:** The replacement and addition vehicles for all modes is critical to RTA's needs to maintain and provide reliable service.
- **Facilities:** RTA has several facilities that support operational needs, but is building out a first-ever program of facilities for passengers over the next five years.
- **Fixed-Guideway:** Includes rail (streetcar), dedicated busways, and bus rapid transit (BRT)
- **Technology:** Modernizing and integrating RTA's software and hardware systems continues to be a critical need and includes introduction of rapid payment options, such as tap cards.
- **Marine:** Investments in ferry service, fleet and facilities.

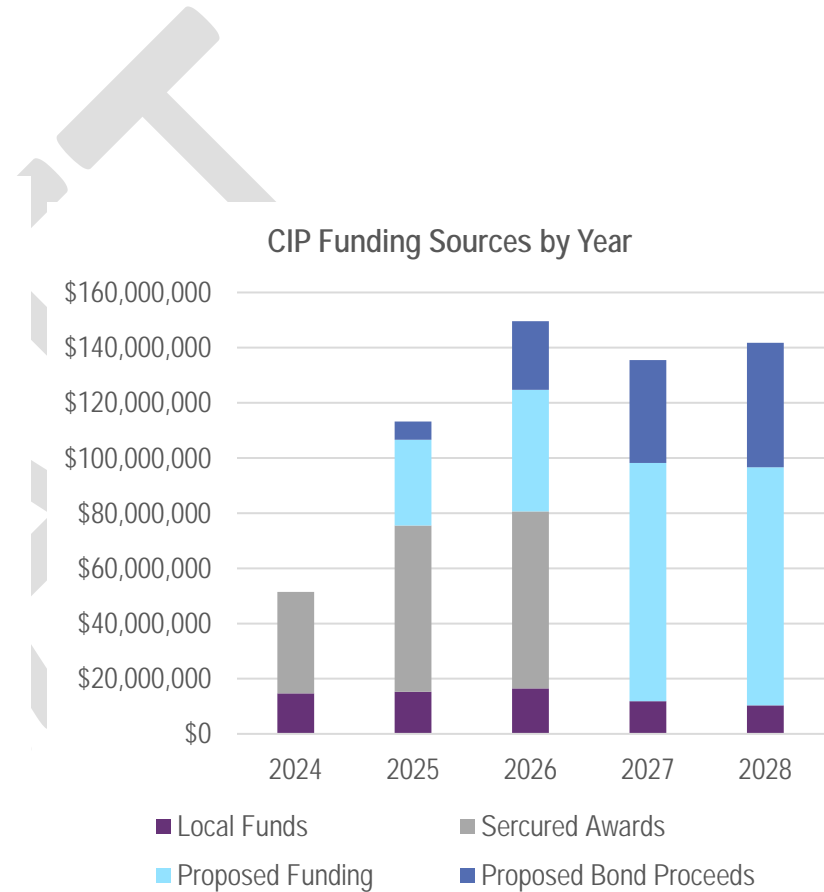
The CIP also includes a number of specific plans and studies identified as essential next steps prior developing projects for evaluation and inclusion in future versions of this CIP.

### Program Investments By Category

The graphs below provide an overview of project costs by category and the overall funding sources for the program over the next 5 years. Details on CIP projects are in the next section.



Note: Fixed Guideway includes \$282 million for Bus Rapid Transit (BRT) East-West Bank

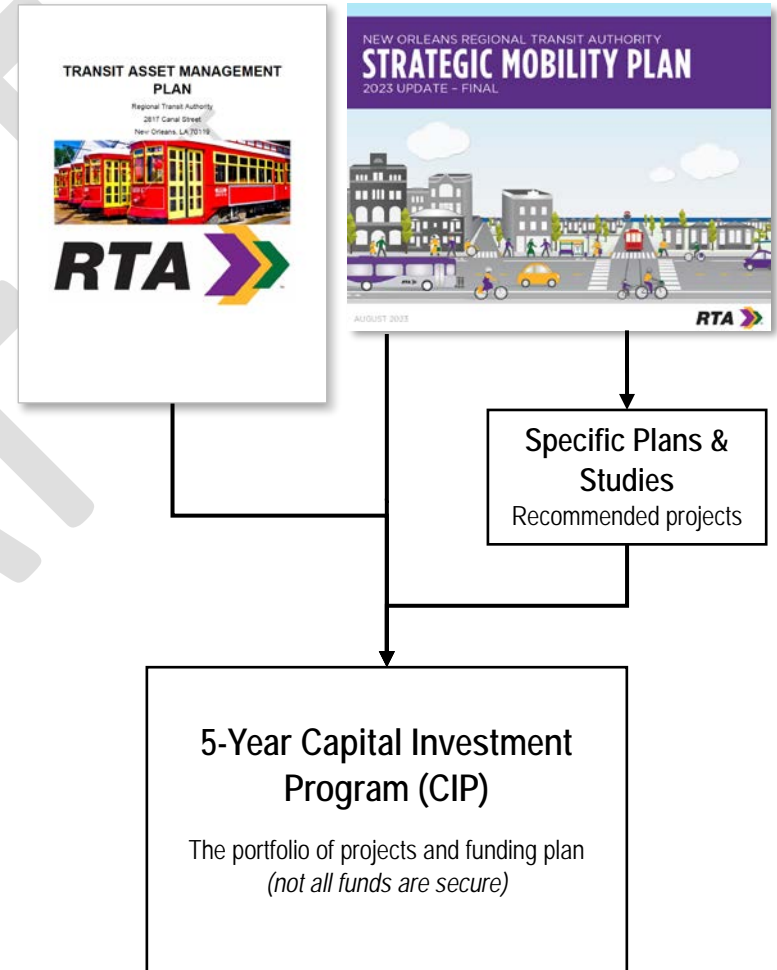


## PLANS → PROGRAM → PROJECTS

This CIP continues to be informed by two major plans: the Strategic Mobility Plan and the Transit Asset Management Plan.

The **Strategic Mobility Plan (SMP)** is a strategic vision directed by public and stakeholder input collected throughout the original development process in 2018 and as part of its recent 2023 update. RTA organizational priorities are built around funding programs within which projects are selected based on objective and comparative evaluation that meet the goals and strategies identified in the SMP. Some of the specific actions in the SMP are specific plans and studies as a necessary first step to further understand a need or challenge and develop solutions that may include detailed projects for evaluation into the CIP.

The **Transit Asset Management Plan (TAM)** is a federally required plan that is updated at minimum every four years, most recently in 2023. The TAM includes condition assessments on all systems including fleet, rail, power systems, and facilities. Based on the expended useful life of each of the components and their current assessment rating, a program of improvements are developed for maintaining RTA assets in a "State of Good Repair" (SGR). Projects are then connected to grants from FTA dedicated to SOGR. Improvements that are of significant size or effort are considered capital projects.



### SMP Implementation Priorities

The following summary from the SMP 2023 Update highlights key activities over the next 5 years that directly inform strategic direction for investment.

2 YEARS	5 YEARS
<p>In the next 2 years...</p> <p><b>STRENGTHEN THE FOUNDATION</b></p> <ul style="list-style-type: none"> <li>• Improve public information and customer service</li> <li>• Improve transit stops through stop rebalancing and expanding stop amenities including benches, shelters, art, and information</li> <li>• Speed up travel times by offering more pay-before-boarding fare media options</li> <li>• Increase reliability with study and plan for transit priority elements, such as traffic signal priority, dedicated lanes</li> <li>• Introduce and expand low- or no-emission vehicles into the fleet</li> <li>• Pilot emerging mobility options</li> </ul>	<p>In the next 2 to 5 years...</p> <p><b>BUILD THE SYSTEM</b></p> <ul style="list-style-type: none"> <li>• Construct Bus Rapid Transit corridor connecting New Orleans East to West Bank</li> <li>• Begin introducing new service types, including Bus Rapid Transit, High-Capacity Transit, Select Service, and regional express service</li> <li>• Speed up travel times and improve on-time performance by adding dedicated transit lanes, signal priority improvements, and other transit priority treatments</li> <li>• Construct transit centers in Downtown, New Orleans East, and Algiers and smaller hubs at major transfer points</li> <li>• Improve ADA accessibility of service, including making all transit stops ADA accessible by 2030</li> <li>• Identify and secure additional funding sources</li> <li>• Introduce streetcar corridor modernization to enable safer and more accessible streetcar service</li> </ul>

## Investment Priorities

The three priorities for new CIP are, in order of importance: Reliability, Modernization, and Expansion. These priorities express the broadest goals for RTA investments.

### Reliability

Maintain and improve the overall condition, safety and reliability of the transportation system. (7% of all investments, without BRT increases to 13%)

- Necessary routine and capital maintenance and ensuring safety of the system
- State of good repair projects designed primarily to bring asset condition up to an acceptable level
- Asset management and system preservation projects

### Modernization

Modernize the transportation system to make it safer, more accessible, more resilient, more sustainable and accommodate growth. (26% of all investments)

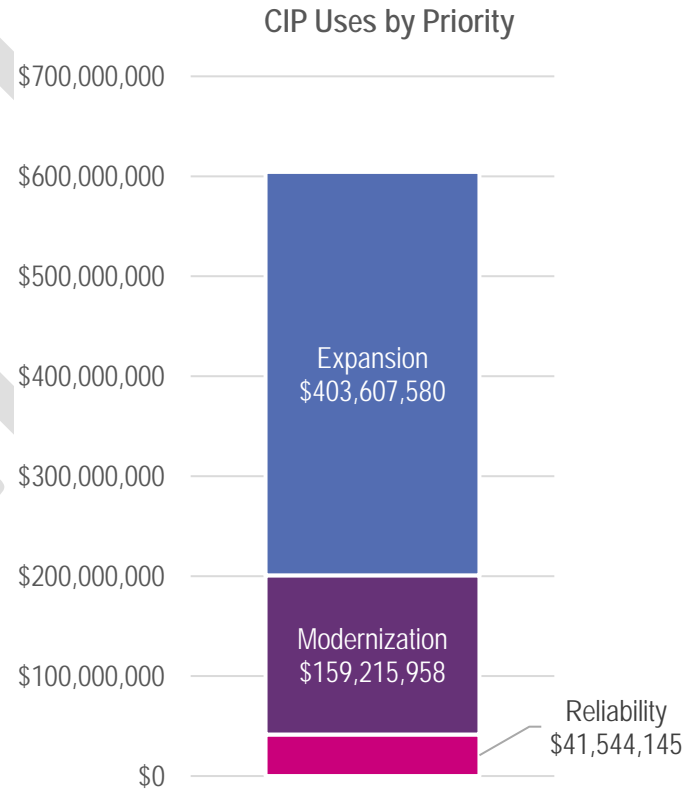
- Compliance with federal mandates or other statutory requirements for safety and/or accessibility improvements
- Projects that go beyond state of good repair and substantially modernize existing assets, including for resilience and sustainability benefits
- Projects that result in improved performance and quality of transit service (e.g. transit priority treatments)

### Expansion

Expand diverse transportation options for communities throughout the region. (67% of all investments - without BRT, drops to 38%)

- Projects that introduce new modes of service
- Projects that expand fixed-guideway (BRT, streetcar and dedicated busways) network and/or services
- Projects that expand passenger and operations facilities

The remaining investments support plans and studies necessary to further develop future service, programs and projects.



Note: Expansion includes \$282 million for Bus Rapid Transit (BRT) East-West Bank Corridor

## MAJOR FUNDING SOURCES

### RTA General Fund

A portion RTA's annual budget includes funds dedicated to the capital program. This annual allocation includes matching funds for grants and other direct local funding for projects.

### Federal Transit Administration (FTA)

FTA is the primary sponsor of the majority of RTA's capital program and State of Good Repair (SOGR) projects. This funding category a mix of formula funding grants and competitive grants the agency involves MassDOT drawing down obligated amounts to reimburse the Commonwealth for Rail & Transit Division project spending. The spending by source tables do not include FTA funds available to Regional Transit Authority partners.

### Bonds

RTA has full authority to issue revenue bonds. Bonds are historically backed by a portion of the agency's sales tax revenue. The agency has two bond issues that were refinancing of early bond issues, most recently for streetcar expansion, and have a repayment balance of \$101 million with debt service payments through 2036.

A new bond issue is central to the funding strategy for BRT East-West Bank corridor project.

### State of Louisiana

There are several funding sources from the State of Louisiana for the CIP. One of the main ones includes the State Capital Outlay

which entities submit request for project for review and evaluation annually for funding. The state also has several state highway improvement programs for rehabilitation, safety and other enhancement. Historically, RTA has not received significant capital funding from the State.

### Other and Emerging Sources

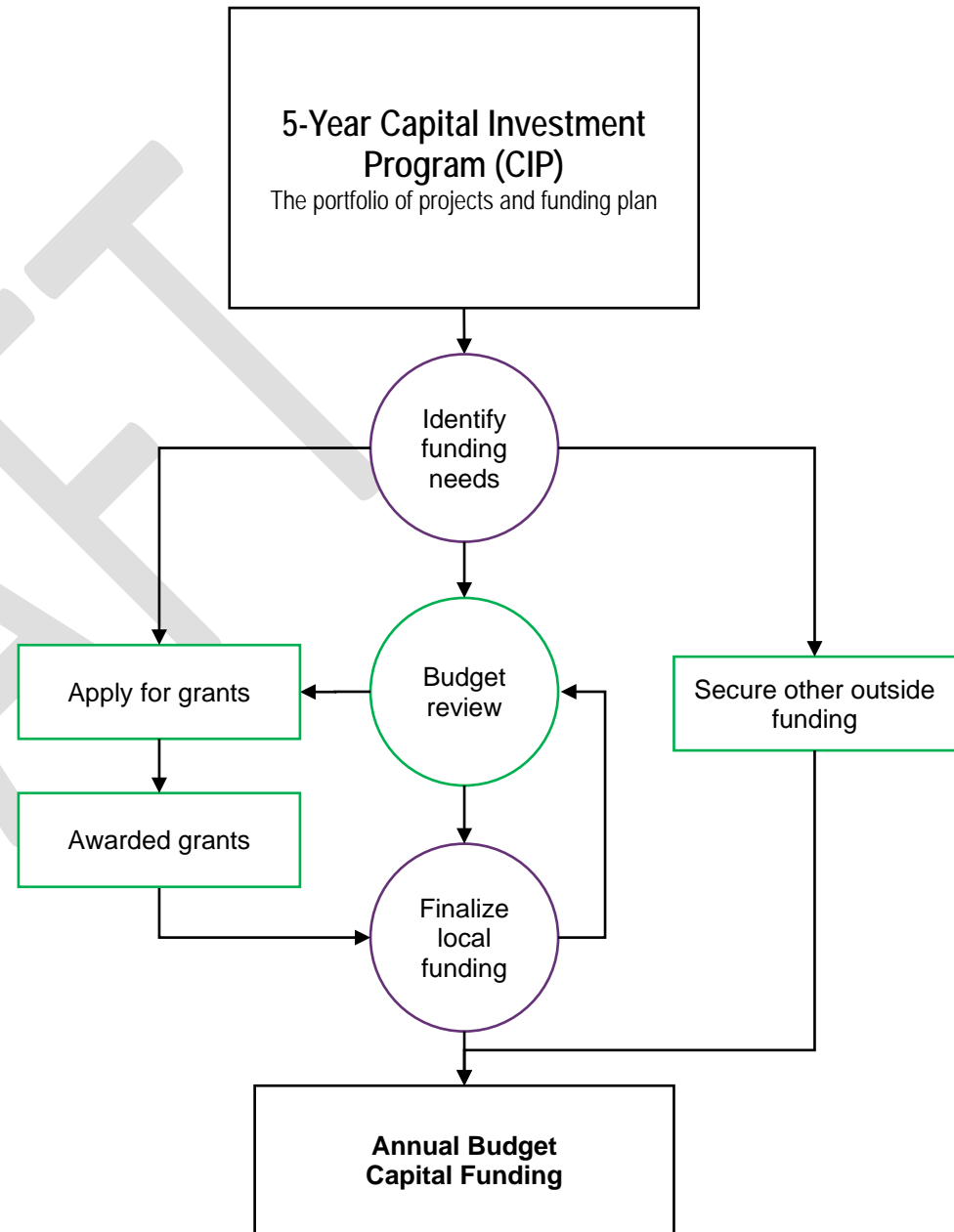
Several other federal opportunities exist such as from U.S. DOT for general transportation opportunities and FEMA for disaster recovery and hazard mitigation. RTA has also partnered with other government entities for joint investments including the City of New Orleans and the Audubon Commission.

Undeveloped sources include value capture opportunities such as through tax-increment financing (TIF) or infrastructure improvement districts. Property-based value capture is needed to fund infrastructure due to its higher revenue and direct benefit potential to real-estate development. Due to a heavily restricted property millage, the New Orleans region has historically only used sale-tax based TIFs.

Newer financing opportunities in development include emerging products from Finance New Orleans for low-interest loans to enhance infrastructure resilience and expanded eligibility for projects from the U.S. Transportation Infrastructure Finance and Innovation Act (TIFIA) loan program.

## CIP IMPLEMENTATION PROCESS

With this program of projects identified in the next section, funding needs that are not already secured are reviewed and refined on an annual basis. Funding needs then inform a strategy that includes identification and pursuit of grant funding, other 3<sup>rd</sup> party sources such as governmental partnerships, financing opportunities and local funding. Secured funding is finalized through the annual budget process for the next year. All projects for 2024 are fully funded. The chart at right illustrates the process.



# 2 | PROGRAM DETAILS

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## **MAJOR PROJECTS**

This section includes funding details for selected strategically significant projects in the CIP. Remaining projects listed in the next section.

The most significant project as measured by cost and beneficial impact is the Bus Rapid Transit (BRT) East-West Bank Corridor. The current financing plan is based on the project's Feasibility Study which was concluded in late 2023.

All amounts shown are in 2023 dollars and not adjusted for year-of-expenditure; however, all budgets do include progressive contingencies based on the duration of the project.

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## Downtown Transit Center

Programming, design and construction of the Downtown Transit Center as the main transfer point between local bus service in neutral ground of Basin St at Canal St with connections to streetcars and future Bus Rapid Transit. Project includes improving corridor along Loyla/Basin St to improve safety and comfort for all users including transit, bicycling and walking.

Project #: 2015-FA-01  
 Project Category: FA - Facilities

SMP Action: PR21  
 Project Type: Expansion



### Project Budget:

Task	Amount
Administration (internal)	\$132,061
Planning/Study	\$0
PM/CM (3rd party)	\$235,824
Design/Engineering	\$4,003,692
Construction	\$28,662,054
Equipment/Materials	\$0
Vehicles	\$0
Other	\$0
<b>Total</b>	<b>\$33,033,631</b>

### Project Funding Sources:

Source	Total Cost	2024	2025	2026	2027	2028
RTA Local Funds	\$6,680,005	\$2,130,431	\$1,751,250	\$2,798,324		
Secured Grants/Other Sources	\$26,353,626	\$948,563	\$7,005,000	\$18,400,063		
Proposed Grants/Other Sources	\$0	\$0	\$0	\$0		
<b>Total</b>	<b>\$33,033,631</b>	<b>\$3,078,994</b>	<b>\$8,756,250</b>	<b>\$21,198,387</b>		

## Algiers Ferry Buildings Renovation

Renovation of the Algiers Point Ferry Terminal and improvement to surrounding areas and access, and renovate Maintenance Facility

Project #: 2019-MA-01  
Project Category: FA - Facilities

SMP Action: UP4  
Project Type: Modernization



### Project Budget:

Task	Amount
Administration (internal)	\$0
Planning/Study	\$0
PM/CM (3rd party)	\$0
Design/Engineering	\$901,803
Construction	\$8,116,227
Equipment/Materials	\$558,306
Vehicles	\$0
Other	\$0
<b>Total</b>	<b>\$9,576,336</b>

### Project Funding Sources:

Source	Total Cost	2024	2025	2026	2027	2028
RTA Local Funds	\$1,915,268	\$180,361	\$811,623	\$923,284		
Secured Grants/Other Sources	\$7,661,069	\$721,442	\$3,246,491	\$3,693,136		
Proposed Grants/Other Sources	\$0	\$0	\$0	\$0		
<b>Total</b>	<b>\$9,576,337</b>	<b>\$901,803</b>	<b>\$4,058,114</b>	<b>\$4,616,420</b>		

## BRT East-West Bank Corridor

Bus Rapid Transit (BRT) linking New Orleans East and Algiers to downtown through 13.5 mile alignment over 50% in dedicated lanes and other transit priority along 15 stations spaced 1/2 - 1 mile apart.

Project #: 2021-FG-01

SMP Action: CO3

Project Category: FG - Fixed Guideway

Project Type: Expansion



### Project Budget:

Task	Amount
Administration (internal)	\$0
Planning/Study	\$599,949
PM/CM (3rd party)	\$20,760,000
Design/Engineering	\$26,814,000
Construction	\$194,000,000
Equipment/Materials	\$0
Vehicles	\$39,000,000
Other	\$0
<b>Total</b>	<b>\$282,473,949</b>

### Project Funding Sources:

Source	Total Cost	2024	2025	2026	2027	2028
RTA Local Funds	\$20,037,000	\$0	\$1,166,825	\$4,375,593	\$6,563,390	\$7,931,192
Secured Grants/Other Sources	\$7,500,000	\$3,500,000	\$4,000,000	\$0	\$0	\$0
Proposed Grants/Other Sources*	\$140,836,999	\$0	\$8,201,433	\$30,755,375	\$46,133,062	\$55,747,129
Proposed Bond Proceeds	\$113,881,877		\$6,631,742	\$24,869,032	\$37,303,548	\$45,077,556
<b>Total</b>						

\* Includes \$120 million federal CIG grant (50% cap) and \$20.7 million mix of other state/city funds

## UPT Admin Office Renovation

Design and construction of administrative offices at the Union Passenger Terminal 2nd Floor

Project #: 2022-FA-01  
Project Category: FA - Facilities

SMP Action: UP3  
Project Type: Modernization



### Project Budget:

Task	Amount
Administration (internal)	\$100,000
Planning/Study	\$100,000
PM/CM (3rd party)	\$0
Design/Engineering	\$240,000
Construction	\$4,560,000
Equipment/Materials	\$0
Vehicles	\$0
Other	\$0
<b>Total</b>	<b>\$5,000,000</b>

### Project Funding Sources:

Source	Total Cost	2024	2025	2026	2027	2028
RTA Local Funds	\$976,000	\$324,000	\$652,000			
Secured Grants/Other Sources	\$3,904,000	\$1,296,000	\$2,608,000			
Proposed Grants/Other Sources	\$0	\$0	\$0			
<b>Total</b>	<b>\$4,880,000</b>	<b>\$1,620,000</b>	<b>\$3,260,000</b>			

## Comprehensive Fare Modernization Initiative

Introduce re-chargable tap cards and other modern fare collection technologies to reduce boarding times, lower maintenance costs and increase fare recovery rate.

Project #: 2022-IT-02

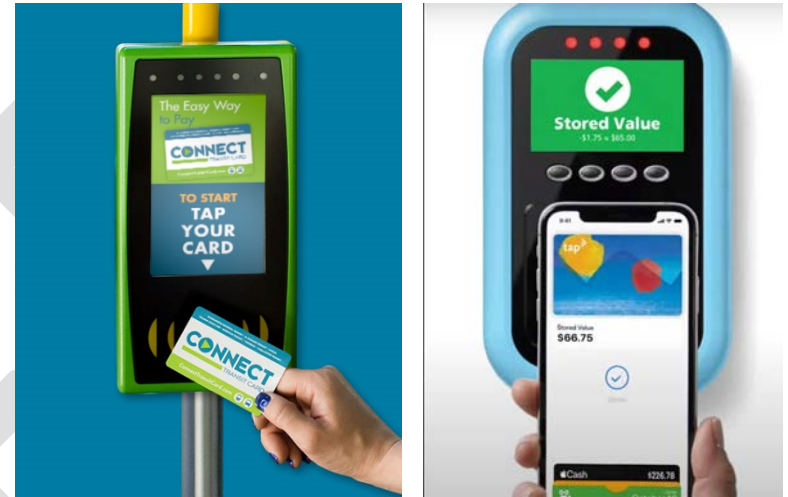
SMP Action: PR4

Project Category: IT - Technology

Project Type: Modernization

### Project Budget:

Task	Amount
Administration (internal)	\$0
Planning/Study	\$561,588
PM/CM (3rd party)	\$0
Design/Engineering	\$850,000
Construction	\$0
Equipment/Materials	\$7,225,000
Vehicles	\$0
Other	\$0
<b>Total</b>	<b>\$8,636,588</b>



### Project Funding Sources:

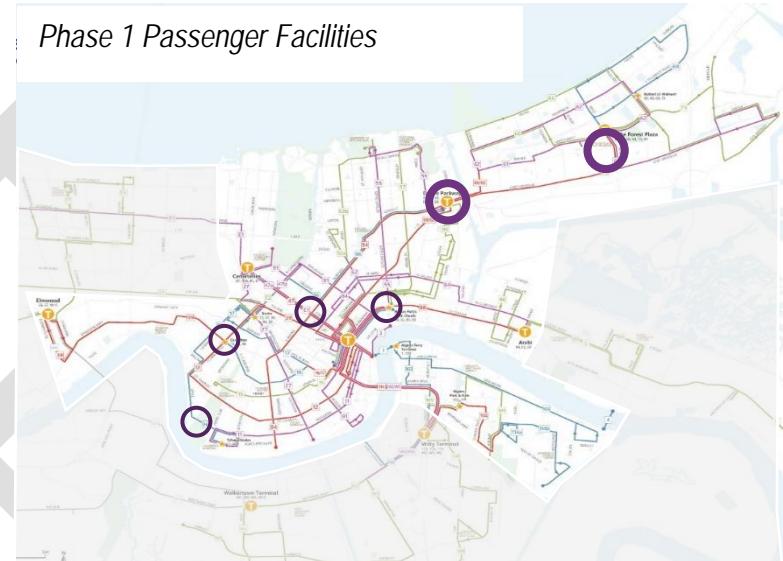
Source	Total Cost	2024	2025	2026	2027	2028
RTA Local Funds	\$1,727,318	\$112,318	\$1,615,000			
Secured Grants/Other Sources	\$6,909,270	\$449,270	\$6,460,000			
Proposed Grants/Other Sources	\$0	\$0	\$0			
<b>Total</b>	<b>8,636,588</b>	<b>\$561,588</b>	<b>8,075,000</b>			

### Passenger Facilities, Phase 1

Design of six transfer hubs as recommended by transfer hub study (2023-PS-01) and construction of 2-3 based on available funds; design of new transit shelter an include throughout locations

Project #: 2023-FA-03  
Project Category: FA - Facilities

SMP Action: PR23  
Project Type: Expansion



#### Project Budget:

Task	Amount
Administration (internal)	\$0
Planning/Study	\$0
PM/CM (3rd party)	\$0
Design/Engineering	\$2,000,000
Construction	\$8,000,000
Equipment/Materials	\$0
Vehicles	\$0
Other	\$0
<b>Total</b>	<b>\$10,000,000</b>

#### Project Funding Sources:

Source	Total Cost	2024	2025	2026	2027	2028
RTA Local Funds	\$2,000,000	\$400,000	\$800,000	\$800,000		
Secured Grants/Other Sources	\$8,000,000	\$1,600,000	\$3,200,000	\$3,200,000		
Proposed Grants/Other Sources	\$0	\$0	\$0	\$0		
<b>Total</b>	<b>\$10,000,000</b>	<b>\$2,000,000</b>	<b>\$4,000,000</b>	<b>\$4,000,000</b>		

### Zero-Emission, Resilient Fleet

This transformational initiative will build on RTA's zero-emission pilot with 20 additional battery-electric buses, in-route charging infrastructure, and a 5MW solar-powered backup charging system. The project also include significant workforce development

Project #: 2023-FL-02

Project Category: FL - Fleet

SMP Action: BR28

Project Type: Modernization



### Project Budget:

Task	Amount
Administration (internal)	\$0
Planning/Study	\$120,000
PM/CM (3rd party)	\$610,000
Design/Engineering	\$0
Construction	\$13,586,879
Equipment/Materials	\$31,702,718
Vehicles	\$31,283,086
Other	\$4,500,000
<b>Total</b>	<b>\$81,802,684</b>

### Project Funding Sources:

Source	Total Cost	2024	2025	2026	2027	2028
RTA Local Funds	\$10,243,422	\$521,427	\$3,443,203	\$6,278,792		
Secured Grants/Other Sources	\$67,768,416	\$0	\$28,944,827	\$38,823,589		
Proposed Grants/Other Sources	\$0	\$0	\$0	\$0		
<b>Total</b>	<b>\$81,802,284</b>	<b>\$521,427</b>	<b>\$32,388,030</b>	<b>\$45,102,381</b>		



### Uptown-Downtown Streetcar Connector (Howard Av)

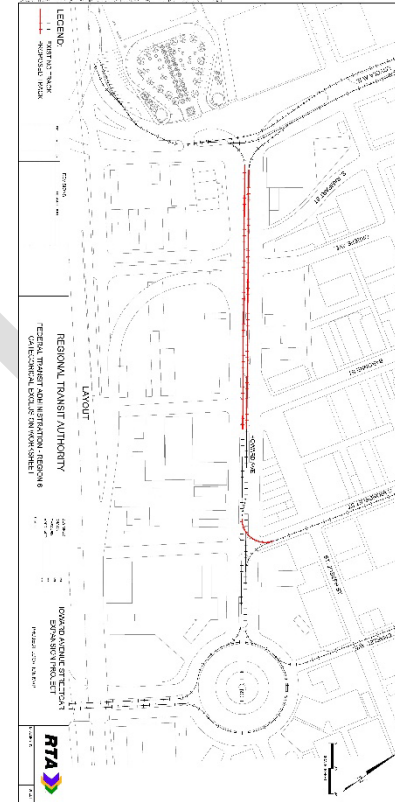
Extend streetcar track 0.2 miles from Loyola Av down Howard Av 2.5 blocks to connect to St Charles line with complete street elements and redesign Julia St Station

Project #: CIP-2016-01

SMP Action: UP2

Project Category: FG - Fixed Guideway

Project Type: Expansion



#### Project Budget:

Task	Amount
Administration (internal)	\$500,000
Planning/Study	\$0
PM/CM (3rd party)	\$0
Design/Engineering	\$1,000,000
Construction	\$6,000,000
Equipment/Materials	\$2,500,000
Vehicles	\$0
Other	\$0
<b>Total</b>	<b>\$10,000,000</b>

#### Project Funding Sources:

Source	Total Cost	2024	2025	2026	2027	2028
RTA Local Funds	\$0	\$0	\$0	\$0	\$0	\$0
Secured Grants/Other Sources	\$0	\$0	\$0	\$0	\$0	\$0
Proposed Grants/Other Sources	\$10,000,000	\$0	\$1,000,000	\$4,000,000	\$5,000,000	\$0
<b>Total</b>	<b>\$10,000,000</b>	<b>\$0</b>	<b>\$1,000,000</b>	<b>\$4,000,000</b>	<b>\$5,000,000</b>	<b>\$0</b>

### BRT Extension, River District

Extension of BRT route from Caliope 0.8 miles through River District with 1 added multimodal stop before crossing CCC Bridge.

Project #: CIP-2023-03

SMP Action: CO3

Project Category: FG - Fixed Guideway

Project Type: Expansion

#### Project Budget:

Task	Amount
Administration (internal)	\$500,000
Planning/Study	\$0
PM/CM (3rd party)	\$0
Design/Engineering	\$1,500,000
Construction	\$8,000,000
Equipment/Materials	\$0
Vehicles	\$0
Other	\$0
<b>Total</b>	<b>\$10,000,000</b>



#### Project Funding Sources:

Source	Total Cost	2024	2025	2026	2027	2028
RTA Local Funds	\$0	\$0	\$0	\$0	\$0	\$0
Secured Grants/Other Sources	\$0	\$0	\$0	\$0	\$0	\$0
Proposed Grants/Other Sources	\$0	\$0	\$0	\$0	\$5,000,000	\$5,000,000
<b>Total</b>	<b>\$10,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,000,000</b>	<b>\$5,000,000</b>

### Riverfront Streetcar Extension

Extension of Riverfront Streetcar 0.7 miles into River District with addition of two-three stops including multimodal transti stop intersecting with BRT

Project #: CIP-2023-04

SMP Action: UP2

Project Category: FG - Fixed Guideway

Project Type: Expansion

#### Project Budget:

Task	Amount
Administration (internal)	\$900,000
Planning/Study	\$0
PM/CM (3rd party)	\$0
Design/Engineering	\$1,800,000
Construction	\$9,000,000
Equipment/Materials	\$6,300,000
Vehicles	\$0
Other	\$0
<b>Total</b>	<b>\$18,000,000</b>



#### Project Funding Sources:

Source	Total Cost	2024	2025	2026	2027	2028
RTA Local Funds	\$0	\$0	\$0	\$0	\$0	\$0
Secured Grants/Other Sources	\$0	\$0	\$0	\$0	\$0	\$0
Proposed Grants/Other Sources	\$18,000,000	\$0	\$1,000,000	\$6,000,000	\$11,000,000	\$0
<b>Total</b>	<b>\$18,000,000</b>	<b>\$0</b>	<b>\$1,000,000</b>	<b>\$6,000,000</b>	<b>\$11,000,000</b>	<b>\$0</b>

### Streetcar Corridor Modernization

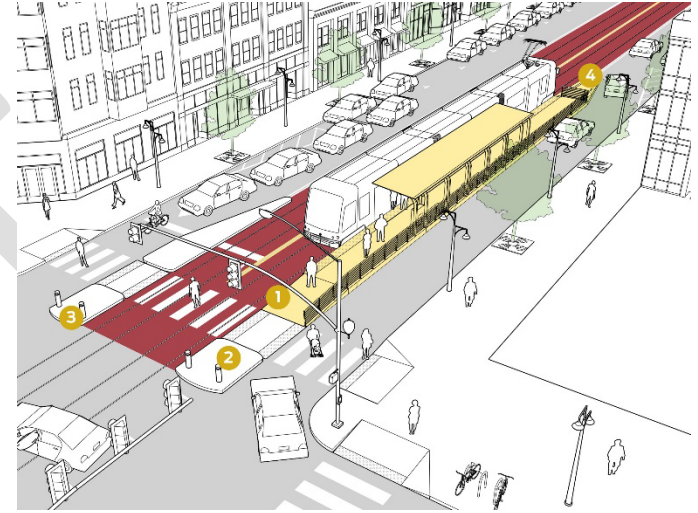
Safety, accessibility, and transit priority improvements to streetcar corridors to reduce crashes, improve speed and rider convenience.

Project #: CIP-2023-05

SMP Action: UP2

Project Category: FG - Fixed Guideway

Project Type: Modernization



#### Project Budget:

Task	Amount
Administration (internal)	\$287,500
Planning/Study	\$0
PM/CM (3rd party)	\$0
Design/Engineering	\$575,000
Construction	\$2,875,000
Equipment/Materials	\$2,012,500
Vehicles	\$0
Other	\$0
<b>Total</b>	<b>\$5,750,000</b>

#### Project Funding Sources:

Source	Total Cost	2024	2025	2026	2027	2028
RTA Local Funds	\$1,000,000	\$0	\$0	\$0	\$1,000,000	\$0
Secured Grants/Other Sources	\$750,000	\$250,000	\$500,000	\$0	\$0	\$0
Proposed Grants/Other Sources	\$4,000,000	\$0	\$0	\$0	\$4,000,000	\$0
<b>Total</b>	<b>\$5,750,000</b>	<b>\$250,000</b>	<b>\$500,000</b>	<b>\$0</b>	<b>\$5,000,000</b>	<b>\$0</b>

## Select Bus Corridor Improvements

Safety, stops, and transit priority improvements to high-frequency bus corridors to increase speed, reliability and comfort

Project #: CIP-2023-06

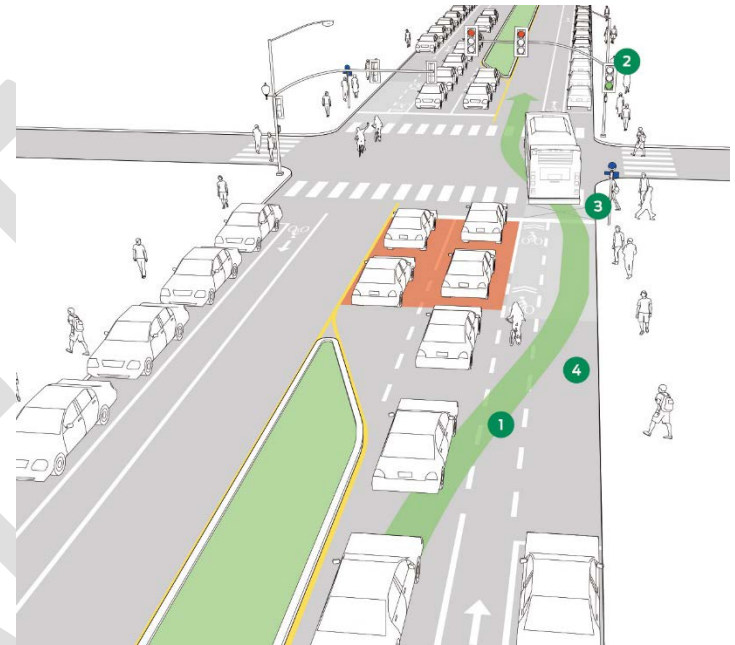
SMP Action: CO1

Project Category: FG - Fixed Guideway

Project Type: Modernization

### Project Budget:

Task	Amount
Administration (internal)	\$537,500
Planning/Study	\$0
PM/CM (3rd party)	\$0
Design/Engineering	\$1,075,000
Construction	\$6,987,500
Equipment/Materials	\$2,150,000
Vehicles	\$0
Other	\$0
<b>Total</b>	<b>\$10,750,000</b>



### Project Funding Sources:

Source	Total Cost	2024	2025	2026	2027	2028
RTA Local Funds		\$0	\$1,000,000	\$0	\$1,000,000	\$0
Secured Grants/Other Sources		\$550,000	\$200,000	\$0	\$0	\$0
Proposed Grants/Other Sources		\$0	\$4,000,000	\$0	\$4,000,000	\$0
<b>Total</b>	<b>\$10,750,000</b>	<b>\$550,000</b>	<b>\$5,200,000</b>	<b>\$0</b>	<b>\$5,000,000</b>	<b>\$0</b>

# ALL PROJECTS BY CATEGORY

Project Name	Project Number	Plan Ref	Project Type	Total Budget	Budget by Year				
					2024	2025	2026	2027	2028
<b>State of Good Repair</b>									
Facilities Improvement Projects 2024	2024-FA-01	PR23	Reliability	\$2,200,000	\$2,200,000	\$0	\$0	\$0	\$0
Streetcar System PM	PM-2024-01	TAM	Reliability	\$1,000,000	\$1,000,000	\$0	\$0	\$0	\$0
Tamping Machine	2024-FL-01	TAM	Reliability	\$900,000	\$900,000	\$0	\$0	\$0	\$0
Asset Management Inventory FY24	OP-2024-01	BR27	Reliability	\$1,000,000	\$1,000,000	\$0	\$0	\$0	\$0
<b>Fleet</b>									
Service Trucks (2)	2022-FL-02	TAM	Reliability	\$495,000	\$495,000	\$0	\$0	\$0	\$0
Non-Revenue Vehicles (31)	2022-FL-03	TAM	Reliability	\$2,109,660	\$2,000,000	\$0	\$0	\$0	\$0
Support Vehicles (37)	2022-FL-04	TAM	Reliability	\$1,300,000	\$9,840,000	\$0	\$0	\$0	\$0
Zero-Emission Bus Pilot	2023-FL-01	BR28	Modernization	\$5,865,938	\$560,000	\$5,105,938	\$0	\$0	\$0
Fixed-Route Fleet Diversification	2023-FL-03		Reliability	\$3,317,000	\$3,317,000	\$0	\$0	\$0	\$0
FY24 Fleet Replacement (CDBG)	2022-FL-01	TAM	Reliability	\$5,387,600	\$5,387,600	\$0	\$0	\$0	\$0
Zero-Emission, Resilient Fleet	2023-FL-02	BR28	Modernization	\$81,802,684	\$521,427	\$32,388,031	\$45,102,381	\$0	\$0
Paratransit Fleet Replacement FY23	2023-FL-02	TAM	Reliability	\$2,405,000	\$0	\$0	\$0	\$0	\$0
Paratransit Fleet Replacement 2026	CIP-2023-02	TAM	Reliability	\$2,664,000	\$0	\$0	\$2,664,000	\$0	\$0
Airport Express Fleet	CIP-2023-07	CO2	Expansion	\$6,800,000	\$0	\$6,800,000	\$0	\$0	\$0

Project Name	Project Number	Plan Ref	Project Type	Total Budget	Budget by Year				
					2024	2025	2026	2027	2028
<b>Facilities</b>									
Downtown Transit Center	2015-FA-01	PR21	Expansion	\$33,033,631	\$3,078,994	\$8,756,250	\$21,198,387	\$0	\$0
Mobile Security Camera	2016-IT-01	UP9	Modernization	\$10,000	\$10,000	\$0	\$0	\$0	\$0
Algiers Ferry Buildings Renovation	2019-MA-01	UP4	Modernization	\$9,576,336	\$901,803	\$4,058,114	\$4,616,420	\$0	\$0
UPT Admin Office Renovation	2022-FA-01	UP3	Modernization	\$5,000,000	\$1,620,000	\$3,260,000	\$0	\$0	\$0
Interim Downtown Transit Hub Phase 2	2022-FA-04	PR21	Expansion	\$800,000	\$750,000	\$0	\$0	\$0	\$0
Transit Shelter Program 2024-28	2023-FA-01	PR15	Expansion	\$2,500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Passenger Facilities, Phase 1	2023-FA-03	PR23	Expansion	\$10,000,000	\$1,000,000	\$4,000,000	\$4,000,000	\$0	\$0
Security Enhancement Items	2024-FA-02	TAM	Reliability	\$183,345	\$183,345	\$0	\$0	\$0	\$0
All Stops Accessible Program	2024-FA-03	BE7	Modernization	\$10,000,000	\$0	\$0	\$0	\$5,000,000	\$5,000,000
Passenger Facilities, Phase 2	CIP-2023-01	PR23	Expansion	\$30,000,000	\$0	\$0	\$1,500,000	\$9,000,000	\$4,500,000
<b>Fixed Guideway</b>									
Carrollton Double Crossover	2019-FG-01	TAM	Reliability	\$1,692,540	\$722,352	\$0	\$0	\$0	\$0
BRT East-West Bank Corridor	2021-FG-01	CO3	Expansion	\$282,473,949	\$3,500,000	\$20,000,000	\$60,000,000	\$90,000,000	\$108,755,877
St. Charles Downtown Loop - Phase 3	2022-FG-01	TAM	Reliability	\$440,000	\$440,000	\$0	\$0	\$0	\$0
St Charles Downtown Loop - Phase 4	2023-FG-01	TAM	Reliability	\$13,000,000	\$2,000,000	\$12,600,000	\$0	\$0	\$0
Uptown-Downtown Streetcar Connector (Howard Av)	CIP-2016-01	UP2	Expansion	\$10,000,000	\$0	\$1,000,000	\$4,000,000	\$5,000,000	\$0

Project Name	Project Number	Plan Ref	Project Type	Total Budget	Budget by Year				
					2024	2025	2026	2027	2028
BRT Extension, River District	CIP-2023-03	CO3	Expansion	\$10,000,000	\$0	\$0	\$0	\$5,000,000	\$5,000,000
Riverfront Streetcar Extension	CIP-2023-04	UP2	Expansion	\$18,000,000	\$0	\$1,000,000	\$6,000,000	\$11,000,000	\$0
Streetcar Corridor Modernization	CIP-2023-05	UP2	Modernization	\$5,750,000	\$250,000	\$500,000	\$0	\$5,000,000	\$0
Select Bus Corridor Improvements	CIP-2023-06	CO1	Modernization	\$10,750,000	\$550,000	\$5,200,000	\$0	\$5,000,000	\$0
<b>Technology</b>									
Comprehensive Fare Modernization Initiative	2022-IT-02	PR4	Modernization	\$8,636,588	\$561,588	\$8,075,000	\$0	\$0	\$0
EPM Cloud Software	2023-IT-04	UP7	Modernization	\$400,000	\$20,000	\$0	\$0	\$0	\$0
Handheld Radio Replacements	2023-IT-05	UP9	Reliability	\$1,200,000	\$258,000	\$0	\$0	\$0	\$0
Computer Equipment Replacement	2023-IT-06	UP9	Modernization	\$173,265	\$173,265	\$0	\$0	\$0	\$0
Radio Infrastructure Modernization	2023-IT-07	UP9	Modernization	\$1,230,998	\$1,230,998	\$0	\$0	\$0	\$0
Real-time Passenger Displays	2024-IT-01	BR7	Modernization	\$150,000	\$150,000	\$0	\$0	\$0	\$0
Cellular Modem Replacement	2024-IT-02	TAM	Reliability	\$250,000	\$250,000	\$0	\$0	\$0	\$0
Service Delivery Software Modernization	2023-IT-03	BR1	Modernization	\$1,500,000	\$1,500,000	\$0	\$0	\$0	\$0
<b>Marine</b>									
Algiers Ferry Barges Replacement	2022-MA-01	UP4	Modernization	\$13,670,149	\$1,367,015	\$0	\$0	\$0	\$0
Marine Vessel Repair 2024 Contingency	2024-MA-01	TAM	Reliability	\$500,000	\$500,000	\$0	\$0	\$0	\$0
TJ - USCG Drydock Exam & Overhaul	2024-MA-02	TAM	Reliability	\$1,500,000	\$1,500,000	\$0	\$0	\$0	\$0



	Total Budget	Budget by Year				
		2024	2025	2026	2027	2028
<b>Summary</b>						
<b>Total Capital Investment Program (CIP)</b>	<b>\$604,367,682</b>	<b>\$51,438,387</b>	<b>\$106,611,590</b>	<b>\$124,712,156</b>	<b>\$98,196,452</b>	<b>\$96,664,254</b>
Secured Awards	\$161,114,120	\$36,748,264	\$60,249,069	\$64,116,788	\$0	\$0
Proposed Funding	\$229,848,200		\$31,081,433	\$44,086,575	\$86,333,062	\$86,333,062
Proposed Bond Proceeds	\$113,881,877	\$0	\$6,631,742	\$24,869,032	\$37,303,548	\$45,077,556
Local (RTA) Funds	\$68,674,586	\$14,690,123	\$15,281,088	\$16,508,794	\$11,863,390	\$10,331,192

Notes:

1. All amount in 2023 dollars
2. Total Budget by funding source will not total due to budgets for projects including pre-2024 costs



## Board Report and Staff Summary

**File #:** 23-220

**Finance Committee**

FY 2024 All Stations Accessibility Program Grant Application

DESCRIPTION: FY 2024 All Stations Accessibility Program Grant Application	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

### RECOMMENDATION:

Authorize the Chief Executive Officer to seek federal funds not to exceed the amount of \$5,600,000 to assess, design, and construct ADA-accessible stops along the St. Charles Avenue Streetcar route. The total project amount is estimated at \$7,000,000; the local match is 20% or \$1,400,000.

### ISSUE/BACKGROUND:

RTA operates four streetcar lines. Since 1835, the St Charles streetcar is the oldest continuously operated urban railway in the United States. While there have been several improvements and changes to the line over the decades, the vehicles are generally of the original 1920's vintage, and the stops and route have not changed since 1973. In 2020, in accordance with a 2017 consent decree, 4 heritage-style streetcars with wheelchair-accessible lifts were repainted to match the vintage St Charles cars and 6 of the 54 total stops along the route were adapted to be compliant with the 1990 Americans with Disabilities Act (ADA). These 54 stops are spread out over a total route of 6.5 miles from Downtown to Uptown, with an average spacing of 645 ft per stop - or about 2 blocks.

### DISCUSSION:

RTA is looking to develop a fully accessible system, regardless of service type and history. The staff proposes to apply for the FTA's All Stations Accessibility Program funding to design and construct improvements so that all stops and immediately connecting infrastructure are fully accessible for the thousands of residents and visitors that use this vital and scenic service. This work will include developing stop design typologies that meet accessibility needs, beyond ADA, and also fit the iconic historic context. The project will also evaluate possible stop consolidation, to improve travel speed and reduce total program costs. Staff proposes to apply for these funds in partnership with the City of New Orleans to ensure that the connecting infrastructure around the stops is improved at the same time as the transit stops.

### FINANCIAL IMPACT:

The RTA will be responsible for the local match of \$1,400,000.

### NEXT STEPS:

With Board approval, staff will submit a grant application to FTA. If awarded, staff will return to the Board to approve the allocation of the funds and the procurement of a consultant to perform the work.

ATTACHMENTS:

1. Resolution

Prepared By: Joanna Farley  
Title: Senior Transportation Planner

Reviewed By: Dwight Norton  
Title: Chief of Infrastructure, Planning and Information Technology

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



Lona Edwards Hankins  
Chief Executive Officer

1/4/2024

Date



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

504.827.8300

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

RESOLUTION NO. \_\_\_\_\_

STATE OF LOUISIANA

PARISH OF ORLEANS

---

**AUTHORIZATION TO SUBMIT A GRANT APPLICATION  
FOR FY 2024 ALL STATIONS ACCESSIBILITY PROGRAM**

---

Introduced by Commissioner \_\_\_\_\_,  
seconded by Commissioner \_\_\_\_\_.

**WHEREAS**, RTA operates four streetcar lines. Since 1835, the St Charles streetcar is the oldest continuously operated urban railway in the United States; and

**WHEREAS**, while there have been several improvements and changes to the line over the decades, the vehicles are generally of the original 1920's vintage, and the stops and route have not changed since 1973; and

**WHEREAS**, in 2020, in accordance with a 2017 consent decree, 4 heritage-style streetcars with wheelchair accessible lifts were repainted to match the vintage St Charles cars and 6 of the 54 total stops along the route were adapted to be compliant with 1990 American with Disabilities Act (ADA); and

**WHEREAS**, these 54 stops are spread out over a total route of 6.5 miles from Downtown to Uptown, with an average spacing of 645 ft per stop – or about 2 blocks, and



RESOLUTION NO. \_\_\_\_\_

Page 2

**WHEREAS**, RTA is looking to develop a fully accessible system, regardless of service type and history; and

**WHEREAS**, the staff proposes to design and construct improvements to the transit stops as part of the FTA's All Stations Accessibility Program to develop a program of improvements to have **all** stops and immediately connecting infrastructure fully accessible for the thousands of residents and visitors that use this vital and scenic service; and

**WHEREAS**, this project will include developing stop designs that meet both accessibility needs, beyond ADA, and fit the iconic historic context; and

**WHEREAS**, the study will also evaluate possible stop consolidation, to improve travel speed and reduce total program costs; and

**WHEREAS**, the RTA will work alongside the City of New Orleans to ensure ADA accessibility of the infrastructure around the transit stops; and

**WHEREAS**, the RTA will be responsible for the local match of \$1,400,000. The federal obligation is expected to be \$5,600,000.00; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, to submit an application for grant funding for the planning of accessible stations on eligible legacy rail corridors.



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

504.827.8300

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

RESOLUTION NO. \_\_\_\_\_

Page 3

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

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

AND THE RESOLUTION WAS ADOPTED ON THE <sup>TH</sup> OF JANUARY 2024.

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MARK RAYMOND, JR.  
CHAIRMAN  
BOARD OF COMMISSIONERS



# New Orleans Regional Transit Authority

2817 Canal Street  
New Orleans, LA 70119

## Board Report and Staff Summary

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**File #:** 24-004

**Finance Committee**

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[01.11.24 Finance Slide Deck]



*January 11, 2024*

# **Regional Transit Authority**


## **Finance Committee**





The New Orleans Regional Transit Authority (RTA) hereby declares that, in accordance with La. R.S. 42:17.1 (A)(2)(a)-(c), a meeting will be held on Thursday, January 11, 2024, at 11:00 a.m. The agency's website streams the in-person meeting live, and mask-wearing is encouraged inside the boardroom.

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



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



# ***Agenda***

- 1. Call to Order**
- 2. Roll Call**



# ***Agenda***

## **3. Consideration of Meeting Minutes**

[Finance Committee Meeting – October 17, 2023]

23-186



# ***Agenda***

## **4. Committee Chairman's Report**



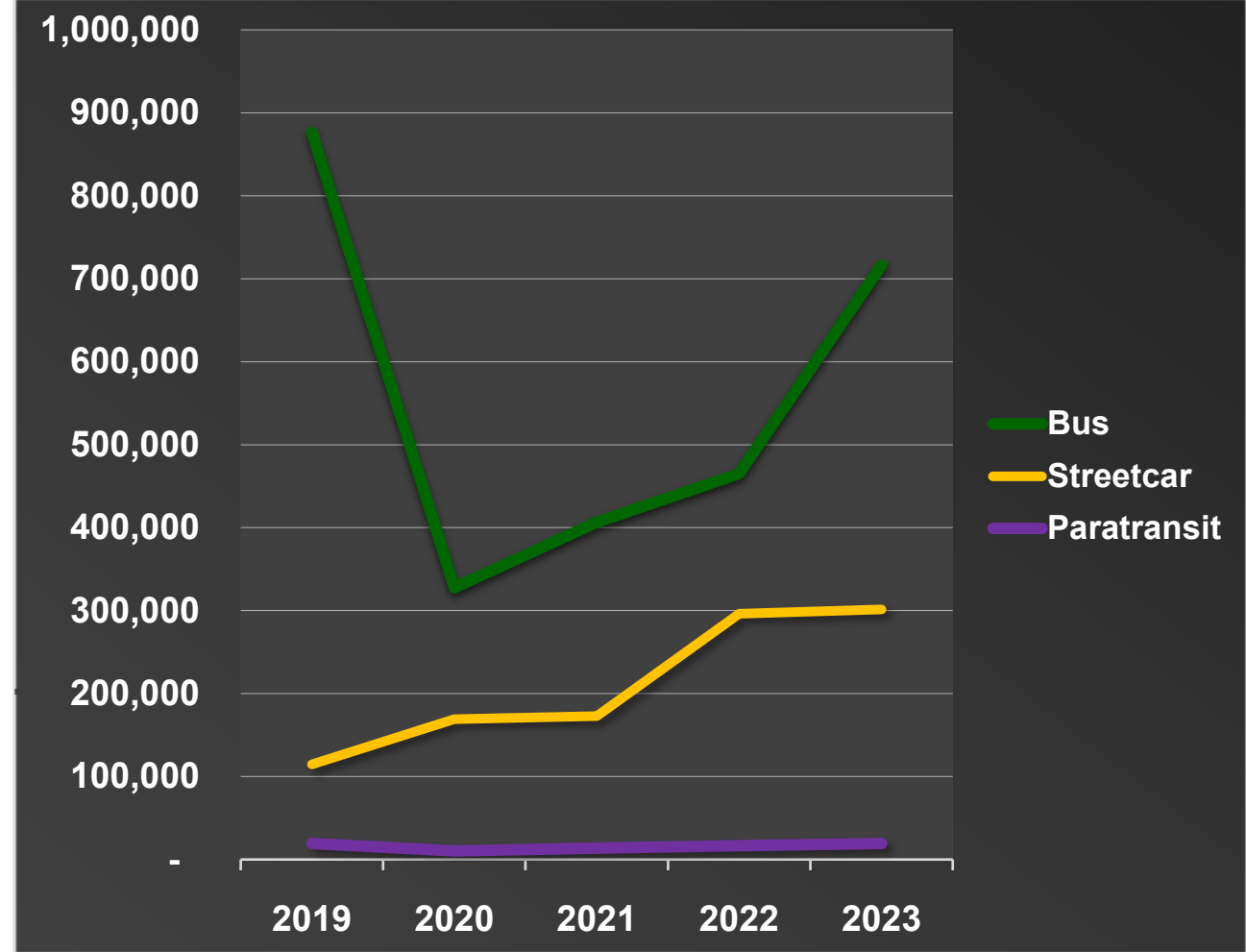
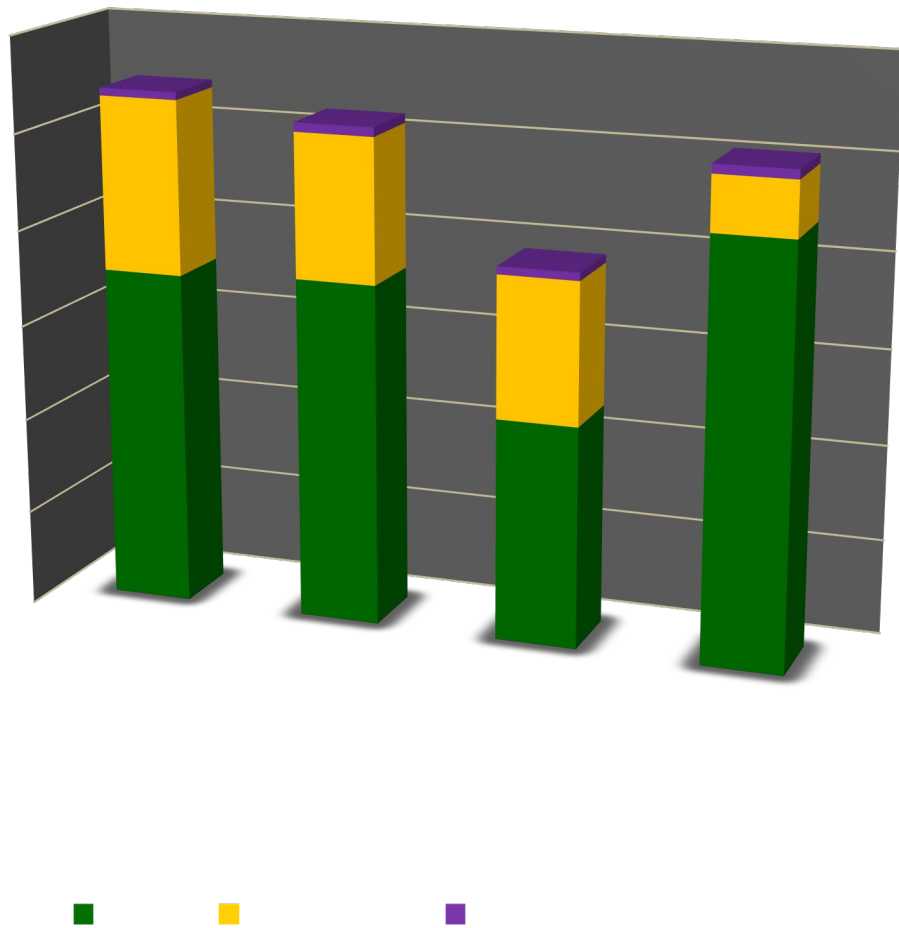
# ***Agenda***

## **5. Chief Executive Officer's Report**



# ***Agenda***

## **6. Chief Financial Officer's Report**

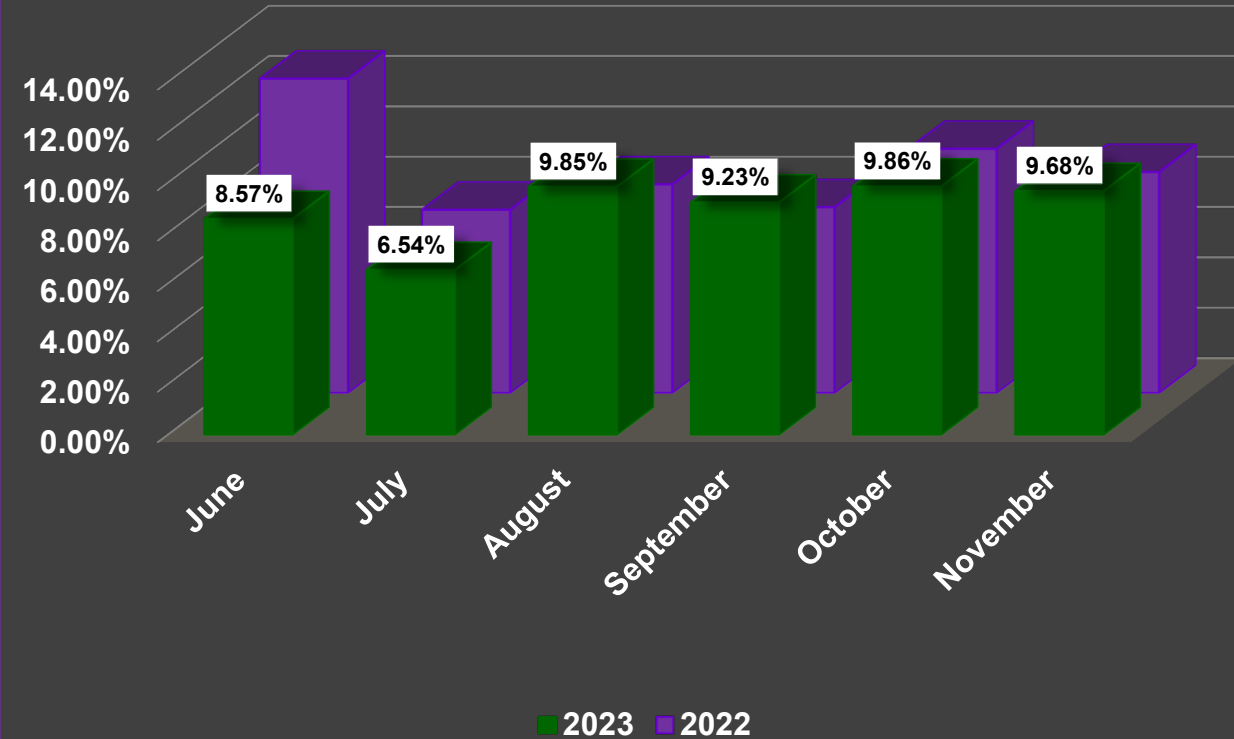


# Ridership

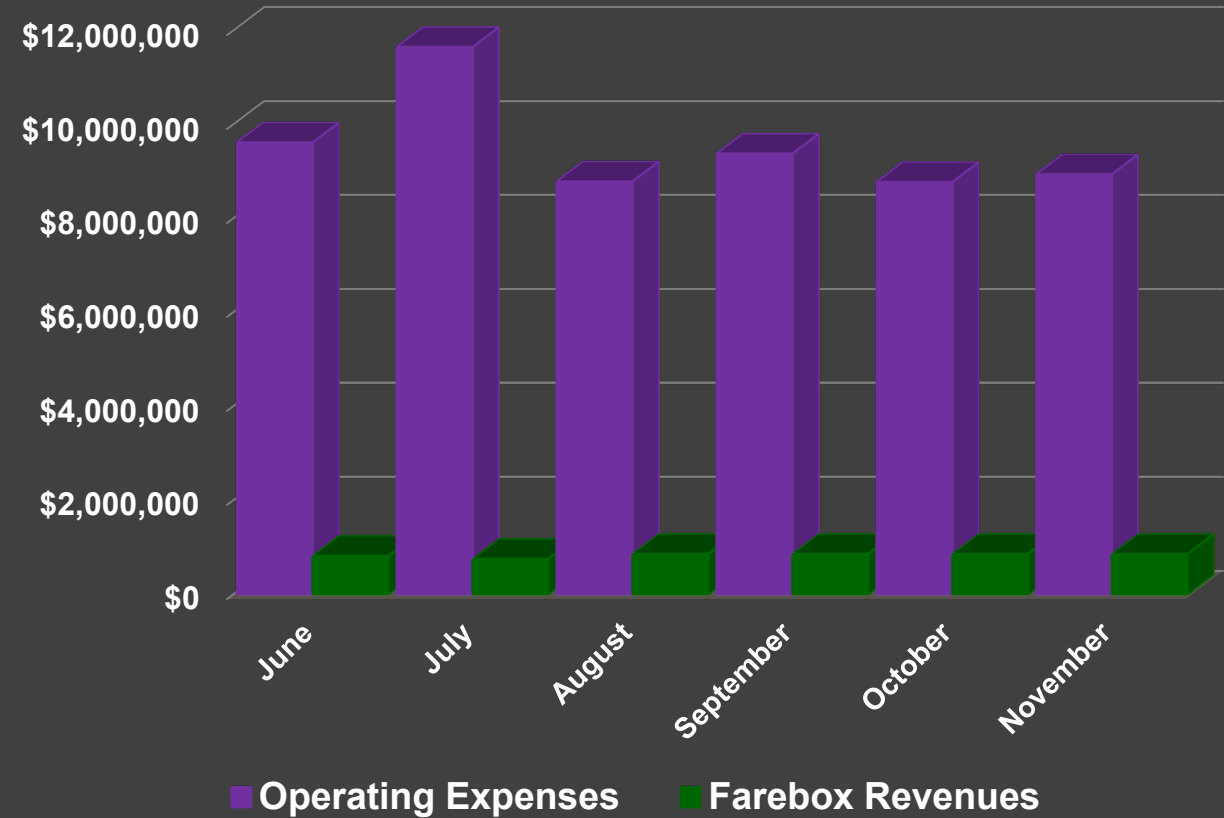
Ridership in November decreased by 11.4% when compared to October 2023 actuals. In November, total system ridership (bus, streetcar and paratransit) was 1.04M, 133K less than 1.17M for the previous month of October.



## FAREBOX RECOVERY RATES 2023 vs 2022



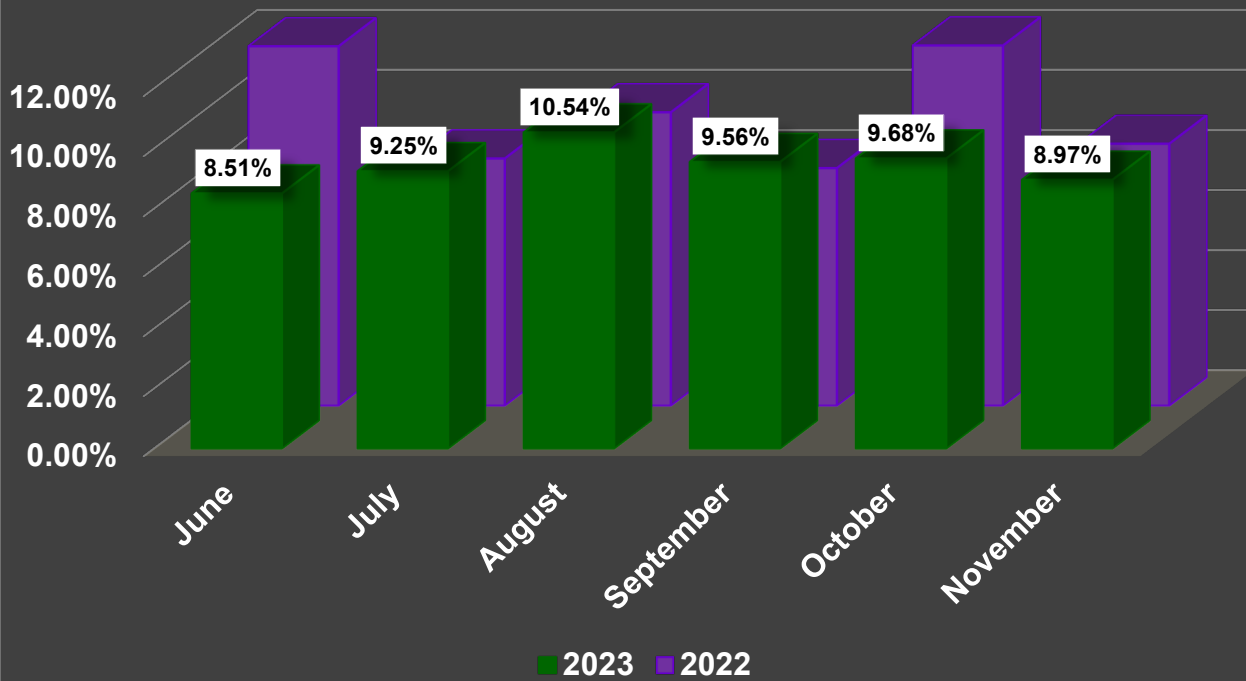
## TOTAL OPERATING EXPENSES, FAREBOX REVENUE & FAREBOX RECOVERY



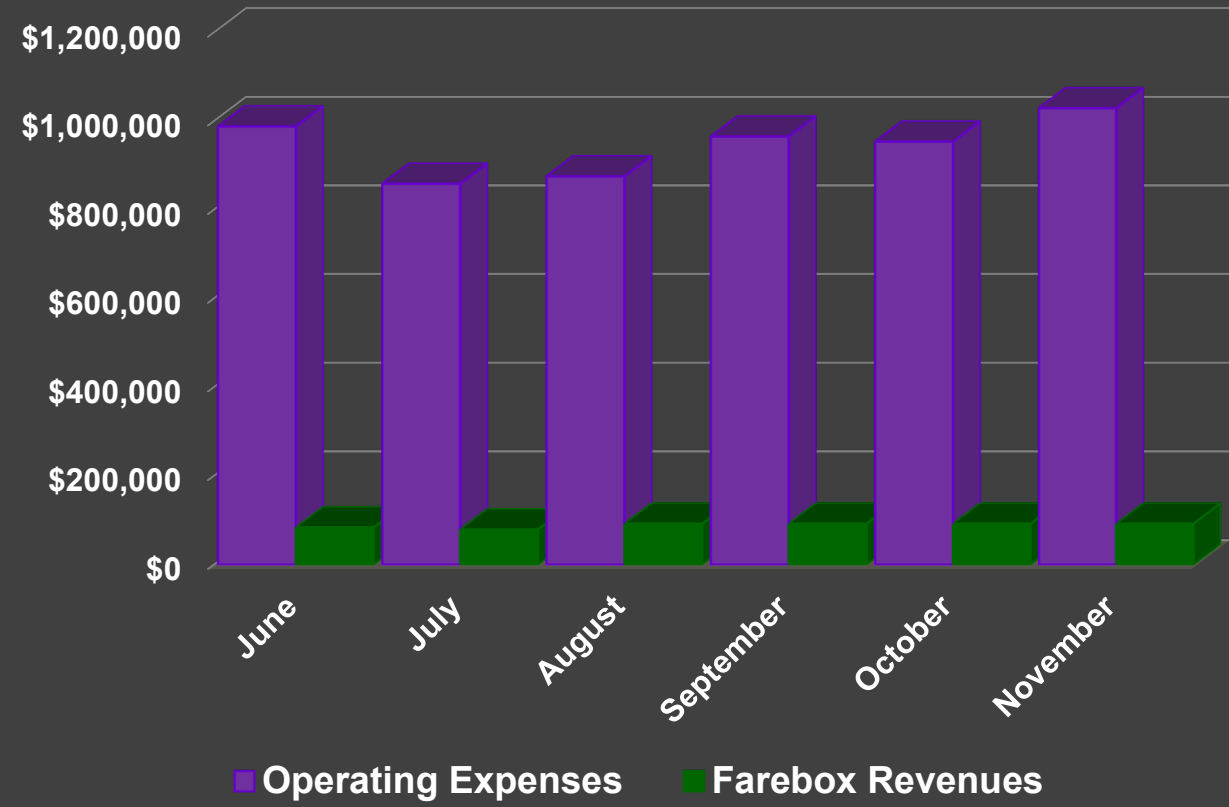
### ***Farebox Recovery Rates 2023 vs. 2022***

Fare revenue continues to offset a slightly modest percentage of operating expenses as ridership continues to rebound. November's farebox recovery rate decreased from 9.86% in the prior month to 9.68%; a total decrease of 0.18%

### FAREBOX RECOVERY RATES 2023 vs 2022



### TOTAL OPERATING EXPENSES, FAREBOX REVENUE & FAREBOX RECOVERY



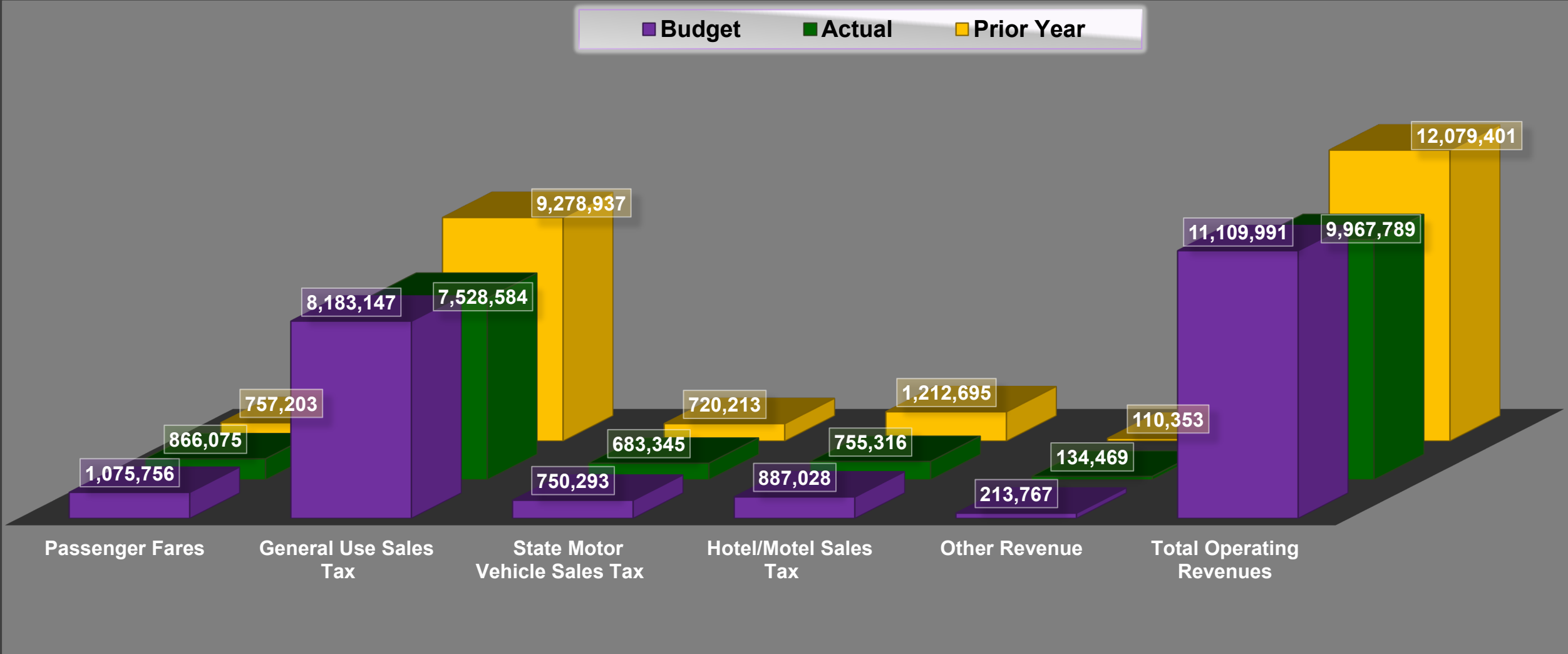
### **FERRY- Farebox Recovery Rates 2023 vs. 2022**

The decrease in farebox recovery to 8.97% in November from 9.68% in October is a result of an increase in operating expenses from the prior month. Fare revenues continue to offset a small percentage of operating costs.

# November 2023 Summary of Sources

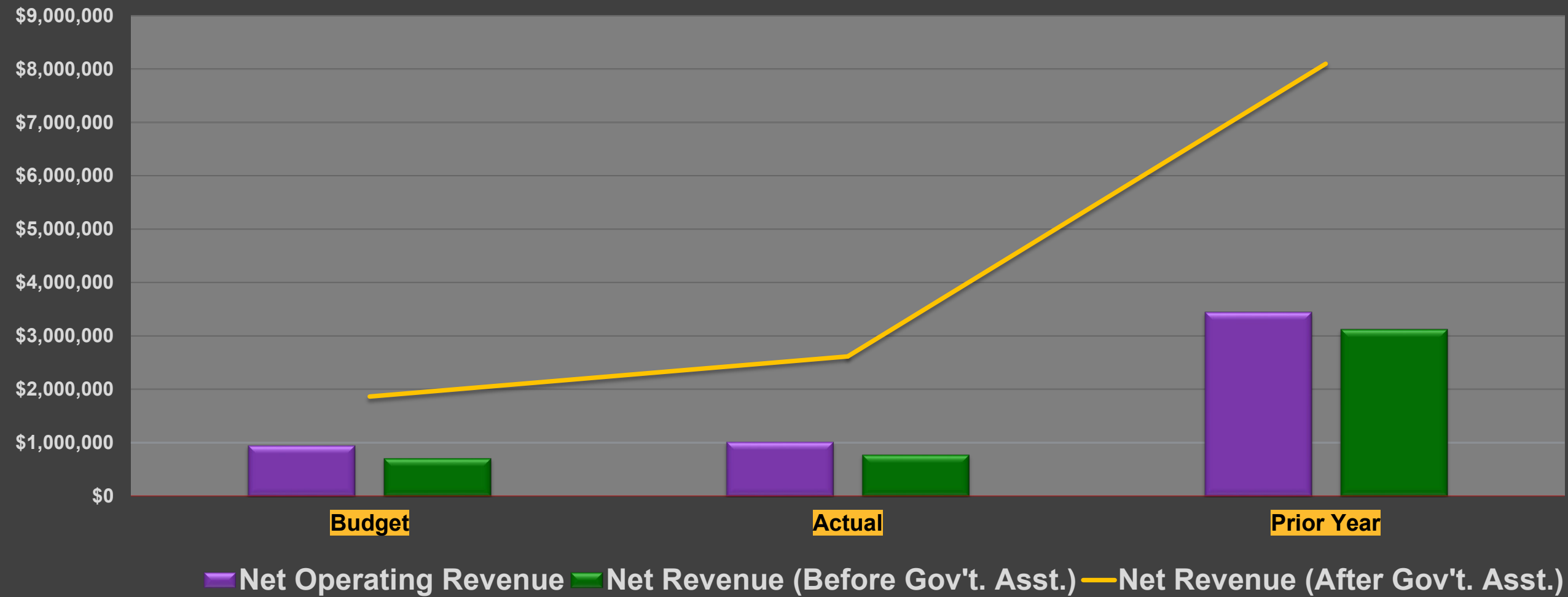
## SUMMARY OF SOURCES

	Budget	Actuals	\$ Change	% Change	YTD Budget	YTD Actuals
Sales Tax	9,820,468	8,967,245	(853,223)	-8.69%	100,168,778	93,701,461
Government Assistance	1,701,951	1,884,288	182,337	10.71%	28,543,951	20,727,173
<b>Sales Tax and Government Assistance</b>	<b>11,522,419</b>	<b>10,851,533</b>	<b>(670,886)</b>	<b>-5.82%</b>	<b>128,712,729</b>	<b>114,428,633</b>
Passenger Fares	1,075,756	866,075	(209,681)	-19.49%	10,248,018	9,526,827
Other Operating Revenues	213,767	134,469	(79,298)	-37.10%	2,351,442	1,479,157
<b>Subtotal Transit Operations</b>	<b>1,289,523</b>	<b>1,000,544</b>	<b>(288,979)</b>	<b>-22.41%</b>	<b>12,599,460</b>	<b>11,005,985</b>
<b>Total Operating Revenues</b>	<b>12,811,942</b>	<b>11,852,078</b>	<b>(959,864)</b>	<b>-7.49%</b>	<b>141,312,189</b>	<b>125,434,618</b>
Federal Capital Funding	1,450,511	1,582,321	131,810	9.09%	15,955,621	17,405,533
Investment Income	6,247	146,479	140,232	100.00%	68,714	1,611,271
<b>Subtotal Capital and Bond Resources</b>	<b>1,456,758</b>	<b>1,728,800</b>	<b>272,042</b>	<b>18.67%</b>	<b>16,024,335</b>	<b>19,016,805</b>
<b>Total Revenue</b>	<b>14,268,700</b>	<b>13,580,878</b>	<b>(687,822)</b>	<b>-4.82%</b>	<b>157,336,524</b>	<b>144,451,423</b>
Operating Reserve	0	(2,355,648)	(2,355,648)	-100.00%	0	(12,916,624)
<b>Total Sources</b>	<b>14,268,700</b>	<b>11,225,230</b>	<b>(3,043,470)</b>	<b>-21.33%</b>	<b>157,336,524</b>	<b>131,534,799</b>



## ***Operating Revenues (Budget, Actual & Prior Year)***

RTA's two largest revenue sources are General Use Sales Tax (\$7.5M) and Passenger Fares (\$866K). The two combined make up 84% or \$8.4M of total revenue. Overall, total operating revenues for the month of November are \$10M.



## ***Net Revenues (Before and After Government Assistance)***

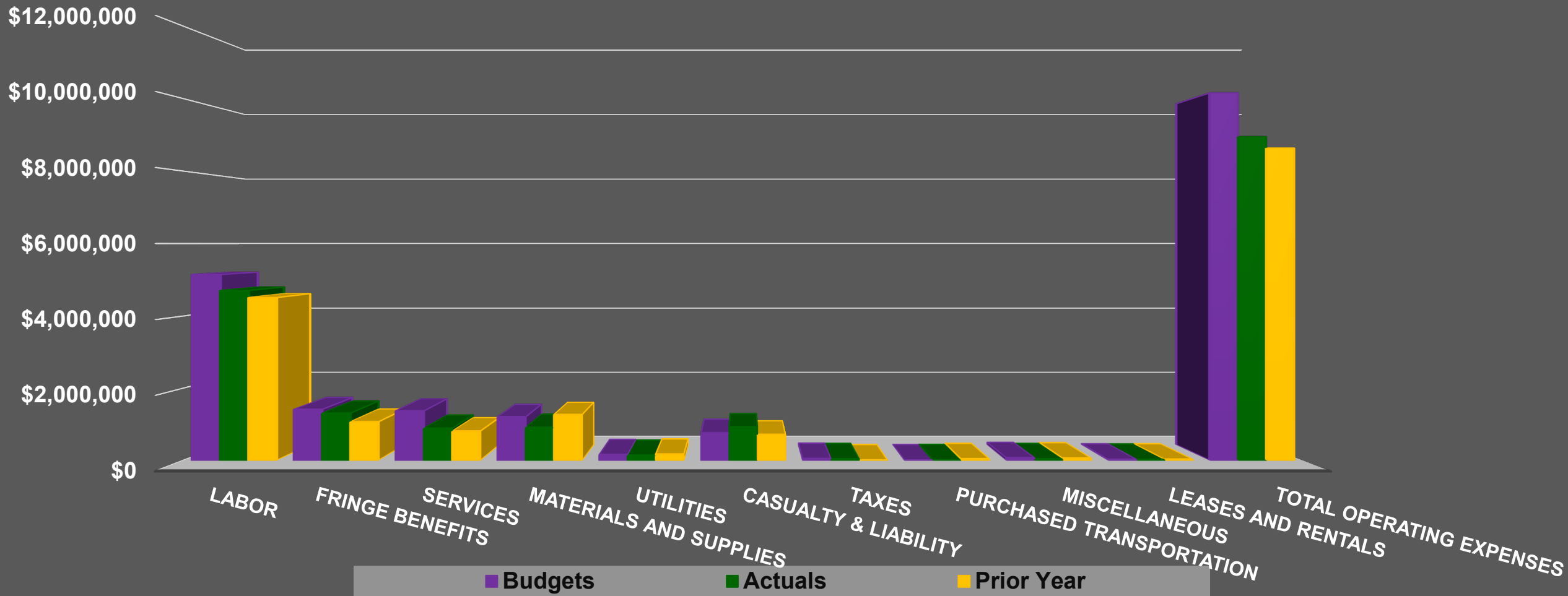
Net Revenue (Before Government Assistance) is \$783K for the month of November. After applying the month's \$1.9M in Government Operating Assistance, Net Revenue is \$2.6M for the month of November.

# November 2023 Summary of Uses

## Summary of Uses

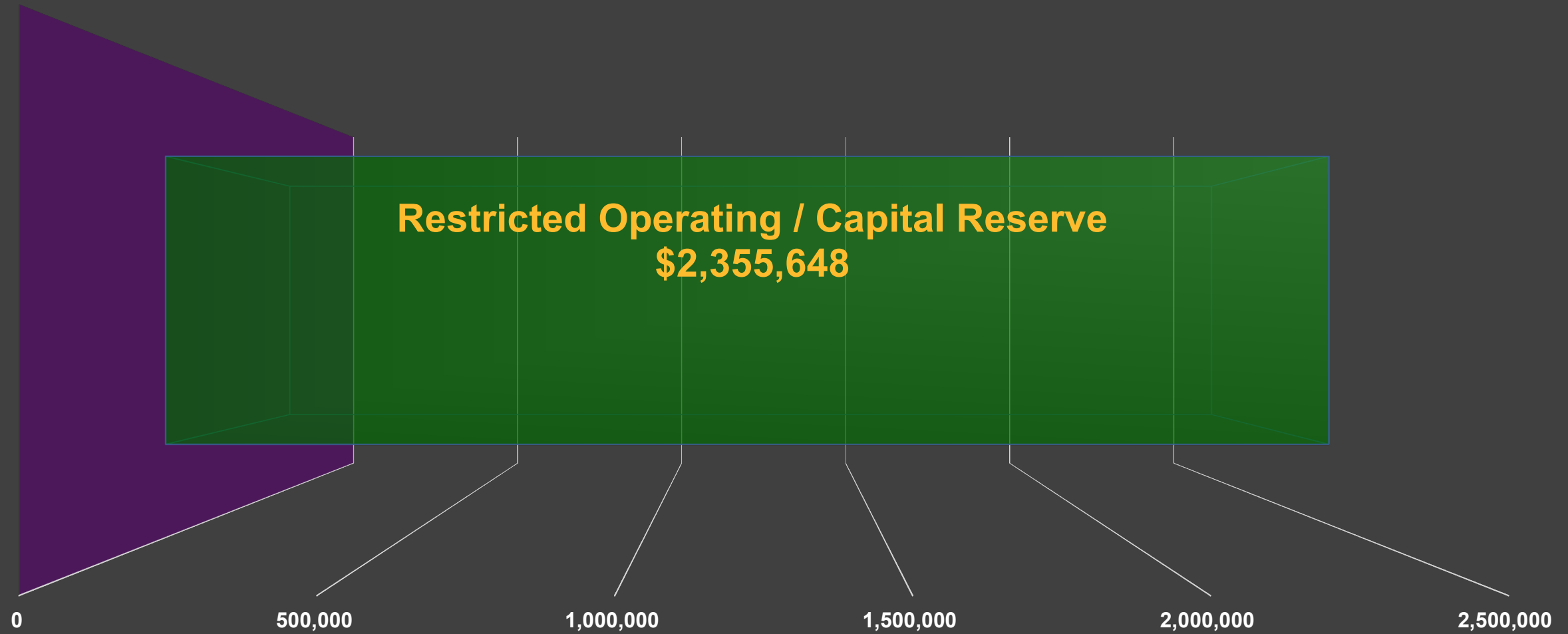
	Budget	Actuals	\$ Change	% Change	YTD Budget	YTD Actuals
Transit Operations	10,156,085	8,946,385	1,209,700	11.91%	112,081,821	101,820,146
TMSEL Legacy Costs	239,162	238,219	943	0.39%	2,630,780	2,620,410
Maritime Costs	552,503	53,595	498,908	0.00%	6,093,473	2,568,636
Capital Expenditures	2,648,839	1,539,373	1,109,466	41.88%	29,137,229	19,601,377
FEMA Project Worksheet Expenditures	0	0	0	0.00%	0	0
Debt Service	672,111	447,657	224,454	33.40%	7,393,221	4,924,229
<b>Total Expenditures</b>	<b>14,268,700</b>	<b>11,225,230</b>	<b>3,043,470</b>	<b>21.33%</b>	<b>157,336,524</b>	<b>131,534,799</b>
Operating Reserve	0	0	0	0.00%	0	0
<b>Total Uses</b>	<b>14,268,700</b>	<b>11,225,230</b>	<b>3,043,470</b>	<b>21.33%</b>	<b>157,336,524</b>	<b>131,534,799</b>

## Operating Expenses (Actual - \$9,386,268)



# Operating Expenses

Operating Expenses for the month of November are roughly \$8.9M. Labor and Fringe Benefits, the largest expenditure at \$6M, comprised 67% of this month's actual expenses. In total, Operating Expenses for the month of November show an increase of 1.9% from \$8.8M in October.



## ***Operating Reserve***

The positive variance that resulted from Net Revenue (After Government Assistance of approximately \$1.9M) added \$2.4M to the Restricted Operating/Capital Reserve after the offset of \$448K in Debt Service.



# Procurement

Purchase Orders Less than \$100K  
(December 1, 2023 – December 31, 2023)

PURCHASE ORDER #	VENDOR	COST CENTER	COST CENTER DESCRIPTION	TRANS DATE	REFERENCE	TOTAL
RTAP00137	Vehicle Inspection Systems	1450006	Vehicle Maintenance	12/1/2023	Vehicle Parts And Repairs	\$ 15,261.78
RTAP00138	CCS Industrial Services	1284306	Building Maintenance	12/5/2023	Materials And Supplies	\$ 635.00
RTAP00140	Crescent Decal Specialist	1430002	Streetcar Maintenance	12/7/2023	Materials And Supplies	\$ 7,068.00
RTAP00141	Vaughn's Power Equipment	1430099	Streetcar Maintenance	12/8/2023	Materials And Supplies	\$ 9,959.43
RTAP00143	JM Test Systems	1430099	Streetcar Maintenance	12/8/2023	Streetcar Repairs	\$ 1,650.00
RTAP00144	Nu-Lite Electric	1284399	Building Maintenance	12/11/2023	Materials And Supplies	\$ 6,105.20
RTAP00146	Creative Bus Sales	1450006	Vehicle Maintenance	12/11/2023	Vehicle Parts And Repairs	\$ 3,788.45
RTAP00147	Kenworth of Louisiana	1430002	Vehicle Maintenance	12/12/2023	Vehicle Parts And Repairs	\$ 18,141.06
RTAP00148	Kenworth of Louisiana	1430002	Vehicle Maintenance	12/13/2023	Vehicle Parts And Repairs	\$ 16,058.16
RTAP00149	Kenworth of Louisiana	1430002	Vehicle Maintenance	12/13/2023	Vehicle Parts And Repairs	\$ 5,301.14
RTAP00154	Progressive Marketing	1760002	Marketing	12/18/2023	Materials And Supplies	\$ 6,487.68
RTAP00155	Johnstone Supply	1284302	Building Maintenance	12/18/2023	Materials And Supplies	\$ 2,908.80
RTAP00156	AirGas USA LLC	1430099	Streetcar Maintenance	12/18/2023	Materials And Supplies	\$ 23,868.13
RTAP00157	Grainger	1284302	Building Maintenance	12/18/2023	Materials And Supplies	\$ 1,872.20
RTAP00159	Grainger	1780002	Vehicle Maintenance	12/18/2023	Materials And Supplies	\$ 1,245.69
RTAP00160	Johnstone Supply	1284304	Building Maintenance	12/19/2023	Materials And Supplies	\$ 400.22
RTAP00162	Dell Marketing	1290002	IT	12/19/2023	Software Licenses	\$ 71,502.00
RTAP00165	Sunbelt Rental	1284318	Building Maintenance	12/20/2023	Tower Light Rental	\$ 34,112.78
RTAP00166	Creative Bus Sales	1450006	Vehicle Maintenance	12/20/2023	Vehicle Parts And Repairs	\$ 2,516.59
RTAP00167	MAX Accel	1290002	IT	12/21/2023	Software Licenses	\$ 58,410.00
RTAP00168	Kenworth of Louisiana	1430002	Vehicle Maintenance	12/21/2023	Vehicle Parts And Repairs	\$ 7,717.81
RTAP00169	Kenworth of Louisiana	1430002	Vehicle Maintenance	12/21/2023	Vehicle Parts And Repairs	\$ 18,559.01
RTAP00171	Creative Bus Sales	1450006	Vehicle Maintenance	12/21/2023	Vehicle Parts And Repairs	\$ 1,193.74
RTAP00172	Fastenal	1430006	Vehicle Maintenance	12/21/2023	Vehicle Parts And Repairs	\$ 1,216.67
RTAP00173	Grainger	1430000	Vehicle Maintenance	12/27/2023	Materials And Supplies	\$ 1,160.92
RTAP00174	Lamarque	1450006	Vehicle Maintenance	12/27/2023	Vehicle Parts And Repairs	\$ 1,793.57

***Thank You!***



# *Agenda*

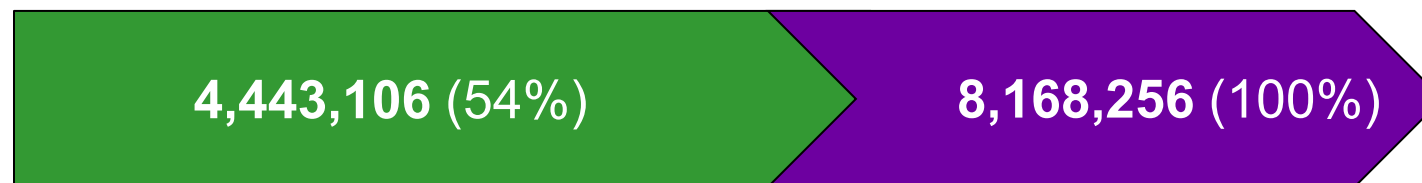
## 7. DBE Report

## ***Contract Awards December 2023***

\$8,168,256 in contracts were awarded

- \$4,443,106 was awarded to DBE firms.
- Of the DBE contracts \$4,443,106 was awarded to DBE Prime Contractors and \$1,026,565 was awarded to SBE Prime Contractors.

Total DBE participation (commitment) is 54%.



 **Agenda**

# ***Current DBE Projects***

<b>Project</b>	<b>Contract Amount</b>	<b>DBE Goal</b>	<b>DBE Goal</b>	<b>% Goal Achieved</b>	<b>Tentative Completion Date</b>
CMAR – Canal Street Ferry Terminal (Construction)	\$19,861,432	\$2,979,214	15%	16%	8/2023
Disaster Recovery Grants Management and Administration	\$137,888	\$67,565	49%	39%	6/2024
Transit Ferry Services	\$8,442,843	\$842,442	10%	29%	1/2024
OSHA Program Development and Training	\$203,800	\$203,800	100%	0%	1/2024

 **Agenda**

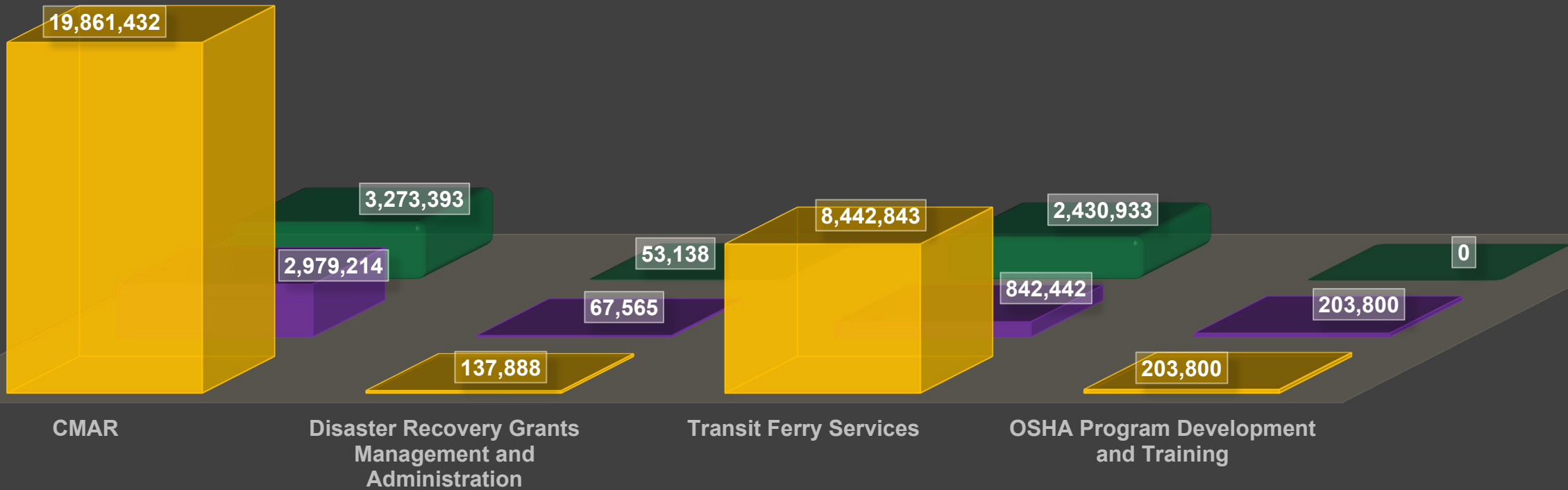
# ***Current DBE Projects***

<b>Project</b>	<b>Contract Amount</b>	<b>DBE Goal</b>	<b>DBE Goal</b>	<b>% Goal Achieved</b>	<b>Tentative Completion Date</b>
On Call Technical Safety Support	\$391,850	\$391,850	100%	69%	10/2024
Napoleon Facility Renovation & Upgrade	\$5,920,838	\$1,460,536	30.8%	24%	12/2023
Rampart Streetcar Line: Emergency Repair Project	\$1,271,000	\$141,204	13.83%	0%	12/2023

■ Contract Amount

■ DBE Goal

■ DBE Goal Achieved



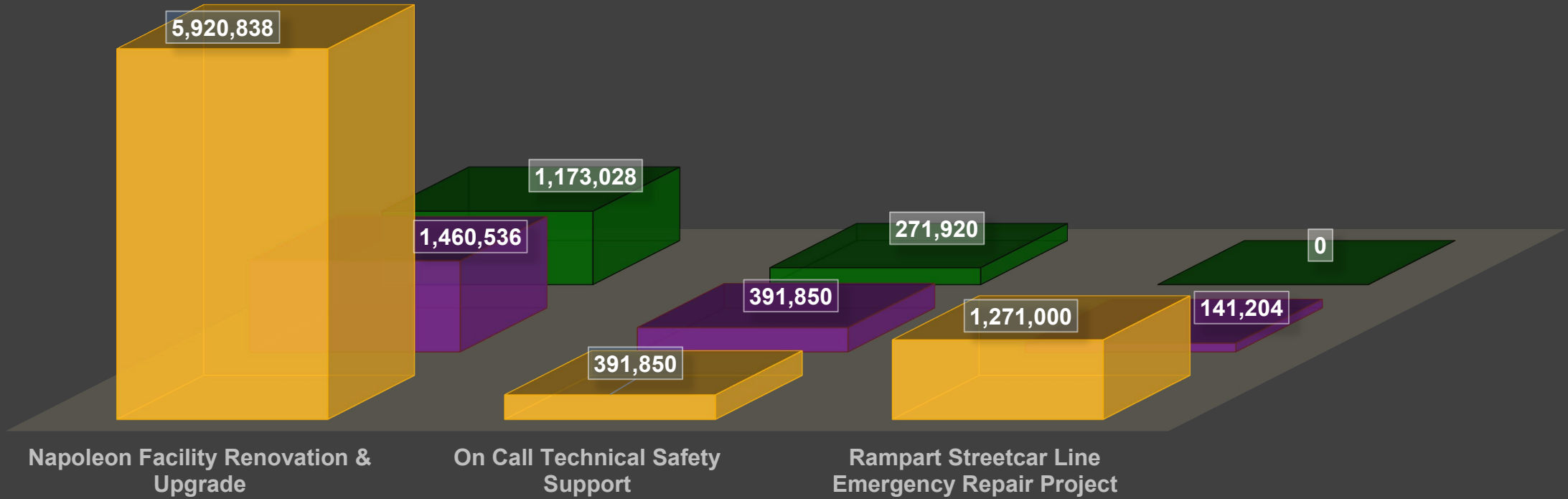
## *Current DBE Projects*



■ Contract Amount

■ DBE Goal

■ DBE Goal Achieved



## ***Current DBE Projects***



# Current SBE Projects

Project	Contract Amount	SBE Goal	SBE Goal	% Goal Achieved	Tentative Completion Date
DBE Consulting Services	\$181,682	\$181,682	100%	75%	2/2024
Construction Cost Audits	\$78,902	\$78,902	100%	78%	2/2024
Bus Rapid Transit Feasibility Study	\$599,949	\$599,949	100%	98%	3/2024
On Call A&E Services for Design of Interim Downtown Transit Hub	\$94,000	\$94,000	100%	87%	12/2023
Facility Maintenance & Construction Support Services	\$1,362,506	\$1,362,506	100%	60%	12/2023

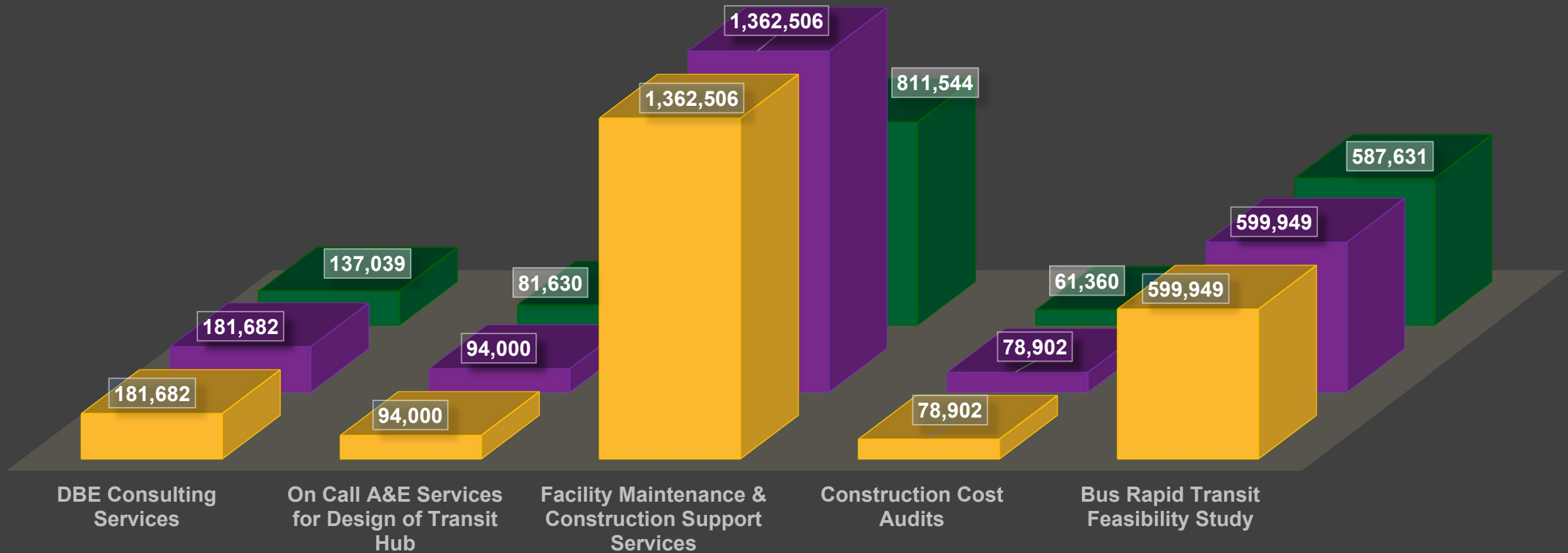
# Current SBE Projects

Project	Contract Amount	SBE Goal	SBE Goal	% Goal Achieved	Tentative Completion Date
Temporary Janitorial Services	\$1,528,000	\$1,528,000	100%	76%	4/2024
Advertising Campaigns & Media Buying Services	\$400,000	\$400,000	100%	54%	2/2024
Non-Advertisement Bus Shelters	\$745,270	\$745,270	100%	50%	3/2024
Tree Pruning	\$81,295	\$81,295	100%	100%	3/2024
Transfer Hubs Programming	\$151,320	\$151,320	100%	0%	3/2024
Algiers Ferry Buildings Renovation	\$1,100,000	\$1,100,000	100%	0%	9/2024

■ Contract Amount

■ SBE Goal

■ SBE Goal Achieved

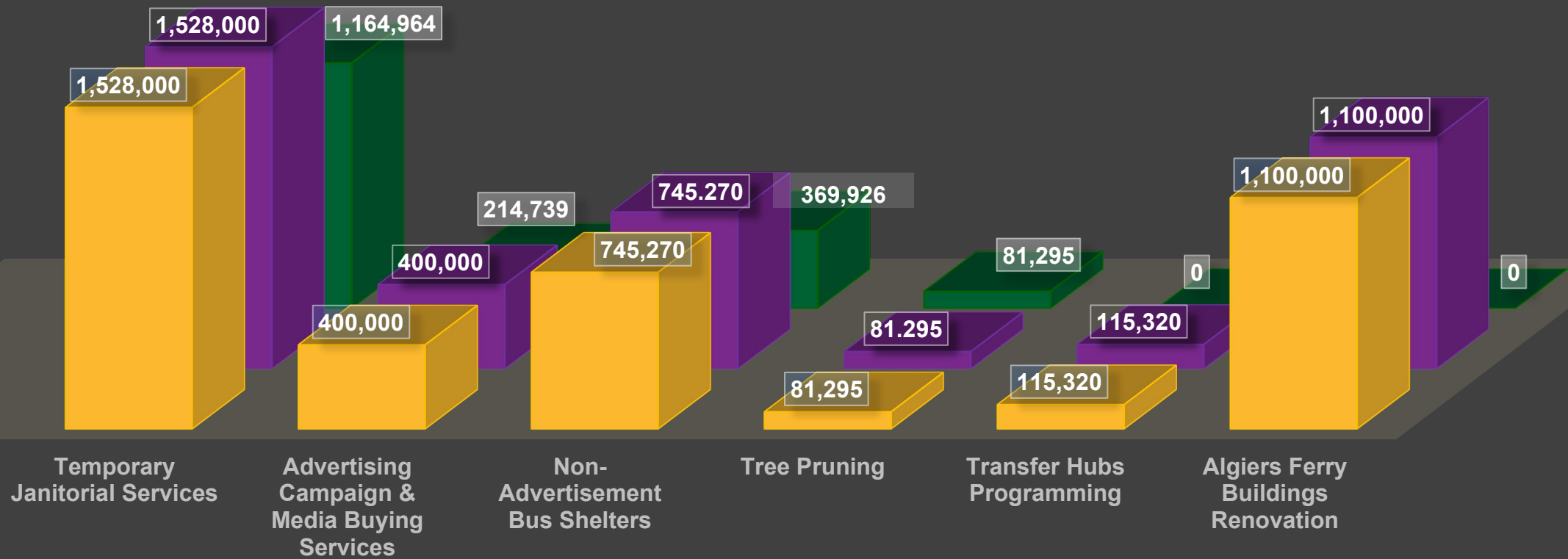


## ***Current SBE Projects***

Contract Amount

SBE Goal

SBE Goal Achieved



## Current SBE Projects

# ***Upcoming DBE/SBE Projects***

## **DBE/SBE Goal**

### **Current Solicitations**

IFB 2023-023 Carrollton Double Crossover Widening (Bids due 1/11/2024)	35.53% DBE
RFP 2023-024 Universal Accessibility Study (Proposals due 1/17/2024)	33.92% DBE
RFP 2023-025 Website Services (Proposals due 1/24/2024)	100% SBE

# ***DBE/SBE Business Development Trainings***

## **DBE Workshop: How to Write a Bank or Investor-Ready Business Plan**

The learning objective of this workshop is to provide entrepreneurs with a blueprint for writing the ultimate bank, management, or investor-ready business plan.

**Tuesday, January 30<sup>th</sup> 5:30 PM to 7:00 PM**

RTA Board Room, 2nd Floor  
2817 Canal Street, New Orleans

# ***DBE/SBE Outreach Events***



**Partnership:**  
**The Power Play**  
January 19, 2024

**9 a.m. – Roundtable**  
Hispanic Chamber of Commerce  
*Small Businesses learn how to do business with the Convention Center*

**10 a.m. – Win with NOENMCC**

**11 a.m. – Networking**

 **SMALL & EMERGING BUSINESS PROGRAM**  
*Connect to More.*

 **NEW ORLEANS ERNEST N. MORIAL CONVENTION CENTER**

# ***2023 DBE/SBE Business Development Trainings***

- **Responding to Bids and RFP's**
- **How to Write a Clear, Concise and Powerful Capability Statement**
- **Entrepreneurial Leadership & Influence**
- **Small Business Resources for Success**
- **Building Business Credit in 120 days**
- **Understanding Personal Credit and How to Fix It**
- **Social Media Marketing Mastery**
- **Accessing Capital for Growth**



# ***DBE/SBE***

## ***2023 Outreach Events***

### **January 2023**

Urban League of Louisiana Opportunities Outlook 2023  
Ernest N. Morial Convention Center Small & Emerging Business Outreach Event

### **March 2023**

Small Business Enterprise Program with City of New Orleans Office of Economic Development

### **April 2023**

Ernest N. Morial Convention Center Small & Emerging Business Outreach Event

### **May 2023**

RTA's DBE Opportunity Conference along with City of New Orleans, Ernest Morial Convention Center, and NOLA Public Schools

### **June 2023**

Port of New Orleans Procurement Fair



## **Agenda**

# ***DBE/SBE***

## ***2023 Outreach Events*** *cont'd*

### **July 2023**

Small Business Administration (SBA) Connecting the DOT's Business Expo  
N.O. Regional Black Chamber Black Business Expo & Policy Event

### **August 2023**

Ernest N. Morial Convention Center Small & Emerging Business Outreach Event

### **September 2023**

Women's Business Executive Council (WBEC) Summit and Business Matchmaker

### **November 2023**

Baton Rouge Metropolitan Airport Annual Business Opportunities Outreach Event



# *Questions?*



# ***Agenda***

## **8. Chief Planning and Capital Project Officer's Report**



# Open Projects: Construction

## Napoleon Facility Stabilization

### **Contracting:**

Engineer: Landmark

Contractor: C.D.W. Services LLC

Contracting Strategy: D/B/B

### **Project Costs:**

- Construction: \$4,742,000

### **Status:**

- Installing sprinkler/life safety system
- Completing water/sewer hookup
- Finalizing interior details

### **Schedule:**

- Anticipated Substantial Completion: [January 2023](#)



### **Board Actions:**

- None currently



# Open Projects: Construction

## Rampart Streetcar Restoration

### Contracting:

Engineer: AECOM

Contractor: Walter J Barnes Electric

Contracting Strategy: D/B/B

### Project Costs:

- Construction: \$1.22 million

### Status:

- Foundations for all OCS poles set
- **NOPD/DPW required RTA to hold work until Entergy completes emergency repair work on Canal St**
- **3-week Canal shutdown for webbing starting mid-February**

### Schedule:

- Anticipated Substantial Completion: **March 2024**
- Revenue service begins: **April 2024**





# Open Projects: Procurement

## 2023 Shelter Installation

### **Contracting:**

Engineer: Infinity

Contractor: Pivotal Engineering

Contracting Strategy: D/B/B

### **Project Costs:**

- Design: \$112,000
- Construction: \$1,062,100 (20% contingency)

### **Status:**

- 7 of 23 pads complete
- 7 pads being poured
- 4 locations require relocation

### **Schedule:**

- Construction NTP: September 2023
- Anticipated Substantial Completion: [April 2024](#)





# Open Projects: Design

## Algiers Ferry Buildings Renovation

Rehabilitate and modernize the 40-year-old Algiers Ferry Terminal for modern vessels and access, add Marine administrative offices, develop concessions/public space. Renovate Lower Algiers Maintenance Facility.

**Engineer:** Batture

**Contractor:** TBD

**Contracting Strategy:** D/B/B

**Project Budget:**

Total: \$9,580,000 (80% grant funded)

**Description:**

**Schedule:**

- Design NTP: January 2023
- Community design input: January – May 2023
- Solicit for Construction Contractor: October 2024
- Construction NTP: December 2024
- Substantial Completion: October 2025







# Open Projects: Design

## Zero Emission Bus Pilot

Purchase of three (3) electric buses and the charging infrastructure. Engineering is included in the purchase.

### **Contracting:**

Engineer: TBD

Contractor: New Flyer

Contracting Strategy: Named partner

### **Project Budget:**

Total: \$5,705,938 (80% grant funded)

### **Status:**

- Finalizing grant award

### **Schedule:**

- NTP for Design: August 2023
- Design 100% complete: [March 2024](#)
- Construction NTP: [May 2024](#)
- Electric Bus Roll Out: December 2024





# Open Projects: Planning

## Transfer Hubs Programming

Develop standard for hub types of varying sizes and requirements; establish design program for 6 transfer hub locations based on operational and rider requirements

### Contracting:

Planning: Manning Architects

### Project Budget:

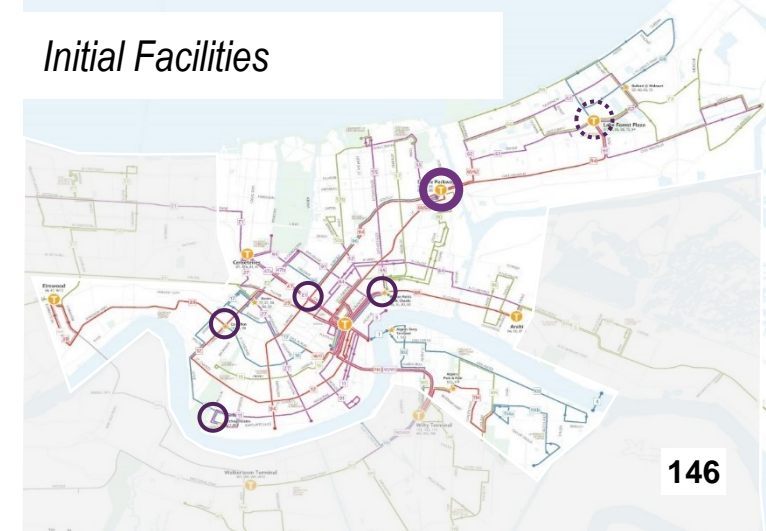
Planning: \$116,000

### Schedule:

- Project Launch: September 2023
- Submit Environmental Documentation: **January 2024**
- Study Completion: March 2024



*Initial Facilities*





# Open Projects: Procurement

Name	Number	Solicitation	Status	Budget
Algiers Ferry Barges Replacement	2022-MA-01	100% Design	For award in February 2024	\$1.5 million
Carrollton Double Crossover Replacement	2019-FG-01	Installation of track	Reponses due 1/18	\$800,000
Downtown Transit Center	2015-FA-01	100% Design	RFQ release in 01/2024	\$33 million (total project)
BRT East-West Bank Corridor	2021-FG-01	30% Design and environmental PM/CM Support	RFQ in review RFQ in review	TBD TBD



# Plans/Studies

Plan/Study	Scope	Status	Budget	Funding Source
Universal Accessibility Study	Roadmap for access to all RTA services regardless of ability, implementation plan and evaluation framework	RFP responses due 1/17/24	\$250,000	Local (Operating)
Lo/No Implementation Planning	Evaluate program delivery options; develop future fleet facility plan	RTP (on-call A&E) due 1/31	\$180,000	Local (Operating)
Transit Stop Inventory Update & Assessment	Update transit stops inventory and ADA compliance; develop improvement program; monitor progress	RTP (on-call A&E) in development	TBD	Local (Operating)
Fare Modernization Initiative Consultant	Update fare modernization plan; prepare RFP for technology; support implementation	RFP in development	TBD	FTA Grants (80%)



# Grants / Funding Request

Grant Program	Funding Request	Status	Federal Amount Awarded	Scope Request
Transit Oriented Development (TOD) Pilot Program	\$800,000 Fed \$200,000 RTA	Submitted	TBD	Develop TOD land-use regulations, station area plans and opportunity sites along BRT
State Capital Outlay FY24-25	\$4,649,299 LA	Submitted	N/A	Matching funds for ferry capital improvement program
All Stations Accessible Program (ASAP)	\$5,600,000 FTA \$1,400,000 RTA	Grant Due 1/30/24	TBD	Design/construction of ADA stations on all streetcar routes



# *Questions?*



# Agenda

## 9. Procurements

### A. Authorizations:

Non-proprietary Bus Parts	23-180
Dell Technologies Apex Contract Award	23-214
RTA NeoGov Contract Renewal	23-215
5-Year Capital Investment Program 2024-2028	23-216

### B. Grants:

FY 2024 All Stations Accessibility Program Grant	23-220
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# *Agenda*

## **10. New Business**





# ***Agenda***

## **11. Audience Questions & Comments**



# ***Agenda***

## **12. Adjournment**