



2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority

Board of Commissioners

Meeting Agenda - Final

Tuesday, October 28, 2025

10:00 AM

RTA Board Room

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 28, 2025 at 10:00 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: 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.

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 (rtaboard@rtaforward.org).

1. Call to Order

2. Roll Call

3. Consideration of Meeting Minutes

[09.23.25 Board Meeting Minutes]

[25-145](#)

4. Reports

A. RTA Chairman's Report

B. Operations & Administration Committee Chairman's Report

C. Finance Committee Chairman's Report

D. RTA General Counsel's Report

E. RTA Chief Executive Officer's Report

F. Chief Transit Officer's Report

G. RTA Chief Financial Officer's Report

[August 2025 Financials]

[25-137](#)

5. Consent Agenda

Contract Award to Mansfield Oil Company for Diesel Fuel and Diesel Exhaust Fluid (DEF)

[25-116](#)

Contract Award to Gerry Lane Chevrolet for the Purchase of Transit Police Vehicles

[25-120](#)

Renewal of Clever Warranty and Maintenance Agreement

[25-132](#)

Contract Award to IV Waste, LLC for Non-Hazardous Waste Disposal Services

[25-134](#)

6. Authorizations

CY 2024 Financial Audit, Single Audit & Statewide Agreed-Upon Procedures Acceptance

[25-104](#)

7. New Business (UNANIMOUS VOTE REQUIRED TO CONSIDER)

8. Audience Questions and Comments

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

- Ethan Tolliver vs. Michael Hardy, CDC 2022-05495
- Brandon Gillam vs. Regional Transit Authority, et al., CDC No.: 2022-01410, Division "B"
- Claudius Miler v. Regional Transit Authority 2020-5551

10. Adjournment



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 25-145

Board of Commissioners

[09.23.25 Board Meeting Minutes]



2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority Board of Commissioners

Meeting Minutes - Draft

Tuesday, September 23, 2025

10:00 AM

RTA Board Room

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, September 23, 2025 at 10:00 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: 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.

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1. Call to Order

2. Roll Call

Commissioners Present: Commissioner Colin, Commissioner Guidry, Commissioner Neal, Commissioner Moore, Commissioner Sams and Commissioner Walton

Commissioner Absent: Commissioner Daniels

Present: Chairperson Fred Neal, Vice-Chairman Art Walton,
Commissioner Louis Colin, Commissioner Mitchell Guidry,
Commissioner Mariah Moore, and Commissioner Timolyn
Sams

Absent: Commissioner Flozell Daniels

3. Consideration of Meeting Minutes

Commissioner Sams move and Commissioner Walton seconded to approve the Board Meeting Minutes of August 26, 2025. The motion was approved unanimously.

A motion was made by Commissioner Sams, seconded by Vice-Chairman Walton and approved. The motion carried by the following vote:

Aye: Chairperson Neal, Vice-Chairman Walton, Commissioner Colin, Commissioner Guidry, Commissioner Moore, and Commissioner Sams

Absent: Commissioner Daniels

[Board Meeting Minutes - August 26, 2025

[25-129](#)]

4. Informational Reports

A. RTA Chairman's Report

Commissioner Neal reported that the APTA Annual Conference was attended by 3 Commissioners and the agency was moving forward in the right direction when it comes to Capital Projects.

B. Operations & Administration Committee Chairman's Report

None

C. Finance Committee Chairman's Report

None

D. RTA General Counsel's Report

None

E. RTA Chief Executive Officer's Report

The monthly Chief Executive Officer's Report was given and can be found in the PowerPoint Presentation for the Board Meeting.

Report Highlights - CEO:

Employees of the Month for September were recognized.

Universal Accessibility Study

The CEO stated that the community can take part in the survey for the Universal Accessibility Study by going to the RTA's Website or clicking on the UR Codes on the vehicles. The consultants will make a presentation on the Study at the October RAC Meeting.

Ferry Funding

The CEO stated that the RTA can apply for a federal grant to conduct a study to see if there can be a regional ferry service and the agency also welcomes all suggestions from the community. The RTA currently does not have a permanent funding source for the current ferry service.

Commissioner Guidry stated that he would like to see the pilot program for the ferry extended to the end of October. The CEO stated that the ferry could not sustain itself during the slower months so the busier months would not make a big difference in the numbers.

Commissioner Sams suggested that the agency meet with the Lieutenant Governor and see if there is any money in the Historical Fund to help preserve the ferry. Commissioner Neal stated that he was glad that the agency was having an open conversation regarding ferry funding with the public before the budget is finalized.

The CEO stated that the comments from the community regarding the Algiers Service Improvements have been received by staff and she was willing to get with the Budget Team to see if the ferry pilot could be extended for another 30 days. The ferry schedule is adjusted for special events.

F. Chief Transit Officer's Report

The monthly Chief Transit Officer's Report was given and can be found in the PowerPoint Presentation for the Board Meeting.

Report Highlights - Operations:Paratransit

Commissioner Guidry stated that he went and visited the Paratransit Department, and the Director and Manager were both out of the office. He also stated that paratransit maps are outdated and the parameters that the operators are using to drop off passengers need to be corrected. Passengers should not have to ride around the city for hours to reach their destinations. The RTA does not want to go back to the Consent Decree.

The CEO stated that a solicitation went out to the public for new software for Paratransit. It would cost too much to update the current software, so the decision was made to purchase new software. Staff are working on a plan to let the riders know that Paratransit will no longer be serving the entire city. In response to a question from Commissioner Guidry, the CEO stated that the implementation of the new software may cause some staff members to lose their jobs.

Commissioner Neal stated that On-Time Performance and the current software being used should be addressed by staff. Commissioner Moore expressed the need to prioritize paratransit passengers' trips. In response to a question from Commissioner Colin, the Chief Transit Officer stated that staff was doing better in operators' attendance which help with On-Time Performance. Commissioner Walton stated that

there was a decrease in streetcar ridership and staff should be focusing on ways to collect data to help with the budget.

G. RTA Chief Financial Officer's Report

The monthly Chief Financial Officer's Report was given and can be found in the PowerPoint Presentation for the Board Meeting.

Report Highlights -Finance:

Fares

The last time the RTA adjusted the fares was in the 1990's and the RTA is going to look at adjusting fares in 2027. Staff were looking at creative ways to bring in more revenue.

[July Financials]

[25-124](#)

5. Consent Agenda

Commissioner Sams moved and Commissioner Colin seconded to adopt the Consent Agenda. Resolution No. 25-051 was adopted unanimously.

A motion was made by Commissioner Sams, seconded by Commissioner Colin and adopted. The motion carried by the following vote:

Aye: Chairperson Neal, Vice-Chairman Walton, Commissioner Colin, Commissioner Guidry, Commissioner Moore, and Commissioner Sams

Absent: Commissioner Daniels

Change Order for Transit Security Services - SEAL

[25-101](#)

Commissioner Sams moved and Commissioner Colin seconded to adopt the Change Order for Transit Security Services - SEAL. Resolution No. 25-052 was adopted unanimously.

Enactment No: 25-051

Cooperative Endeavor Agreement (CEA) Between the RTA and the following entities: Sunstar Gate, Treme for Treme, and New Orleans Four LLC

[25-114](#)

Commissioner Sams moved and Commissioner Colin seconded to adopt the Cooperative Endeavor Agreement (CEA) Between the RTA and Sunstar Gate, Treme for Treme and New Orleans Four LLC. Resolution No. 25-053 was adopted unanimously.

Enactment No: 25-053

Contract Award to Vector Media Holding, Corp for Exclusive Advertising Rights

[25-115](#)

Commissioner Sams moved and Commissioner Colin seconded to adopt the Contract Award to Vector Media Holding, Corp for Exclusive Advertising Rights. Resolution No. 25-054 was adopted unanimously.

Enactment No: 25-054

6. Action Items

A. Authorizations

Award contract for Renovation of the Algiers Ferry Terminal [25-084](#)

There was a revision to the resolution on Page 2 that stated there would be a *CEA with the City of New Orleans* this information was deleted from the resolution.

The CEO stated that the Scope of the Work includes renovations to the Ferry Maintenance Building.

Commissioner Sams moved and Commissioner Moore seconded to adopt the Award of a Contract for Renovation of the Algiers Ferry Terminal as amended. Resolution No. 25-055 was adopted unanimously.

This Resolution was amended.

Enactment No: 25-055

Sole Source Request To Purchase Proprietary Bus Parts from New Flyer [25-119](#)

This is a new one-year contract.

Commissioner Sams moved and Commissioner Walton seconded to adopt the Purchase Proprietary Bus Parts from New Flyer. Resolution No. 25-056 was adopted unanimously.

This Resolution was adopted.

Enactment No: 25-056

B. Amendments

Change Order to Fund RTA's Drug and Alcohol Program [25-127](#)

Commissioner Sams moved and Commissioner Moore seconded to adopt the Change Order for the Drug and Alcohol Program. Resolution No. 25-057 was adopted unanimously.

This Resolution was adopted.

Enactment No: 25-057

7. New Business (UNANIMOUS VOTE REQUIRED TO CONSIDER)

None

8. Audience Questions and Comments

There were several individuals who were in attendance and spoke in support of retaining extend ferry service.

Lealea Van Winkla-Gisler stated that the pilot period for the extension of ferry hours should have taken place during the months when ridership would have been heavier and she would appreciate it if the pilot program is extended.

Jim Goodwin read a prepared statement to the Board asking to extend the ferry pilot period. He also stated that the RTA should look into different funding sources for the ferry.

Fay Faron with Friends of the Ferry would like the ferry pilot to be extended.

Connie Burks with Friends of the Ferry would like the ferry pilot program to be extended. The hospitality workers depend on the ferry to get to and from work.

Tigh Kirkland stated that the RTA can rearrange the budget and move money around to extend the ferry pilot program. Commissioner Moore stated that management needs to invest in staff and there are other creative ways to find money for the ferry.

Valerie Jefferson with the NAACP presented numerous questions to the Board. Commissioner Neal asked Ms. Jefferson to submit her question in an email to the Board's Office and her questions will be answered (see attachment).

Shirani Jayasuriya with RIDE presented the Board with riders feedback from surveys they conducted. The LePass App shows *No Service* when buses are running, fails to update in real time and does not give accurate arrival times, which makes trip planning difficult. Paratransit riders report being stranded and being dropped off at the wrong places and riding over 3 hours to get to their destinations. RIDE has scheduled a meeting with Paratransit and the consultants conducting the Mobility Study. The Transit Rider Feedback Forms are on RIDE's website and RIDE presents the surveys to the Board on a quarterly basis.

Bob Danton with RIDE stated he would like to see a comprehensive presentation of the data collected from the Ferry Pilot Program. The RTA should be very transparent doing this process.

Cyril Saulny was very instrumental in getting the RTA the one cent Sales Tax. He was at today's meeting to support the approval of the CEA that was on the Board Agenda for the bus wrap for the New Orleans Four that segregated the public schools. The wrap will stay on the buses for a minimum of 3 years.

Kelsey Foster stated she is an advocate for the ferries and the buses in Algiers.

Stephon Nadisovac stated that the ferry is a lifeline for him. Transit is vital for affordable housing. The ferry gets people to work and children to school and helps passengers transfer to buses. He can take the ferry to dinner but can't take the ferry back home and hospitality workers have a hard time using the ferry due to the time constraints. If the time was extended in the fall and spring the numbers would be much better.

Larry Sceau stated that the lack of communication between the Operators and the public is not good. He stated that the RTA does not communicate with the riding public when there are changes to the routes. He spoke to Mr. Clark regarding the issues he has had with the operators on the buses and the operators need training on how to handle the passengers.

Ronald Horn with the ATU 1650 stated that Transit Officer Report is for the month of July, currently the operators are reporting to work on time and getting the buses on the street and that the September numbers are significantly better than the July numbers. The paratransit problem needs to be addressed.

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

Commissioner Walton moved and Commissioner Sams seconded to go into Executive Session to discuss:

• Sherry Cowart v. Darryl Moon, Regional Transit Authority, Veolia Case No.: 202-04034 Division "J", Section 15.

The motion was approved unanimously.

Commissioner Sams moved and Commissioner Moore seconded to come out of Executive Session. The motion was approved unanimously.

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

Aye: Chairperson Neal, Vice-Chairman Walton, Commissioner Colin, Commissioner Guidry, Commissioner Moore, and Commissioner Sams

Absent: Commissioner Daniels

• Sherry Cowart v. Darryl Moon, Regional Transit Authority, Veolia Case No.: 2020-04034 Division "J", Section 15

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

Aye: Chairperson Neal, Vice-Chairman Walton, Commissioner Colin, Commissioner Guidry, Commissioner Moore, and Commissioner Sams

Absent: Commissioner Daniels

10. Adjournment

Commissioner Sams moved and Commissioner Moore seconded to adjourn the Board

Meeting of September 23, 2025. The motion was adjourned unanimously.



***National Association of the Advancement of Colored People
New Orleans Branch #6071-B
P. O. Box 871450, New Orleans, LA 70187
naacpnola.com
Ronald Coleman, President***

September 25, 2025

To: New Orleans Regional Transit Authority Commissioner Board "NORTA",

I, Valerie Jefferson attended NORTA Commissioner Board meeting on September 23, 2025. During the audience questions and comments period, I asked questions and requested response for each question. Mr. Fred Neal, Jr., NORTA Commissioner Chair requested for these questions to be sent to the Board and the Staff will answer. I requested for the Commissioners to answer these questions because, these questions are vital to the environment of NORTA workplace, safety of workers and riders of the NORTA and evaluation of NORTA management from employees including labor union employees. The NORTA Commissioner Board is the governing body of The NORTA holding the management team responsible of the daily operations of the New Orleans transit agency and the treatment of NORTA employees.

Per the request of the NORTA Commissioner Chair Fred Neal, Jr., The NAACP Labor-Industry Committee is submitting questions in writing to be answered by the NORTA Commissioner Board:

1. Have NORTA Commissioner Board had meeting/s with RTA Advisory Board?
2. If so, when? NORTA Commissioner Board has minutes of this meeting? If so, I am requesting copies of these meetings.
3. If not, Why? Have NORTA Commissioner Board requested a meeting with The NORTA Advisory Board?
4. Have NORTA Commissioner Board do surveys with the employees including labor union employees for years 2024 and 2025 on workplace environment and management?



National Association of the Advancement of Colored People

New Orleans Branch #6071-B

P. O. Box 871450, New Orleans, LA 70187

naacpnola.com

Ronald Coleman, President

5. Have NORTA Commissioner Board compared relationships between labor unions and management from private to public since the transitioning of NORTA from private to public in 2020, compared relationship with other transit properties in Louisiana and with other similar transit properties (the same size and public agency) of New Orleans Region Transit Authority in reference to labor union members and management team?
6. Have NORTA Commissioner Board done a survey/s on Executive, Management, Directors and Supervisors with experience vs. non-experience in transit employed at the New Orleans Regional Transit Authority?
7. Have NORTA Commissioner Board done a survey/s on Executive, Management, Directors and Supervisors on their performance at the New Orleans Regional Transit Authority (management evaluation)?
8. Have NORTA Commissioner Board scheduled public meetings in the evenings and made them employees, labor union members and riders friendly?

Respectfully,

Valerie M. Jefferson,
Labor-Industry Committee Chair
NAACP-Louisiana Conference

Cc: Ronald Coleman, President, NAACP New Orleans

Michael McClanahan, President, NAACP-Louisiana Conference

From: [Rodriguez, Yolanda](#)
To: [Valerie Jefferson](#)
Cc: [Michael McClanahan NAACP President Louisiana](#); [Coleman](#); [Valerie Jefferson](#)
Bcc: [RTA Board](#)
Subject: RE: NAACP Labor-Industry Committee Questions to The NORTA CommissionerBoard
Date: Thursday, September 25, 2025 3:33:00 PM
Attachments: [image001.png](#)
Importance: High

Good afternoon, Valerie,

Thank you for attending the Sept 23rd board meeting and for your follow up letter. Please find the answers you requested below and let me know if I can be of further assistance.

Sincerely,

Yolanda Rodriguez
Chief of Board Affairs
New Orleans Regional Transit Authority



2817 Canal Street | New Orleans, LA 70119
Office: 504-827-8341
Email: yrodriguez@rtaforward.org

Inquiries made in the letter:

1. Have NORTA Commissioner Board had meeting/s with RTA Advisory Board?
No.
2. If so, when? NORTA Commissioner Board has minutes of this meeting? If so, I am requesting copies of these meetings. **N/A.**
3. If not, Why? Have NORTA Commissioner Board requested a meeting with The NORTA Advisory Board? **No, neither board has requested a meeting.**
4. Have NORTA Commissioner Board do surveys with the employees including labor union employees for years 2024 and 2025 on workplace environment and management? **No.**
5. Have NORTA Commissioner Board compared relationships between labor unions and management from private to public since the transitioning of NORTA from private to public in 2020, compared relationship with other transit properties in Louisiana and with other similar transit properties (the

same size and public agency) of New Orleans Region Transit Authority in reference to labor union members and management team? **No.**

6. Have NORTA Commissioner Board done a survey/s on Executive, Management, Directors and Supervisors with experience vs. non-experience in transit employed at the New Orleans Regional Transit Authority? **No.**
7. Have NORTA Commissioner Board done a survey/s on Executive, Management, Directors and Supervisors on their performance at the New Orleans Regional Transit Authority (management evaluation)? **Board-appointed employees are presently undergoing performance evaluations by the board.**
8. Have NORTA Commissioner Board scheduled public meetings in the evenings and made them employees, labor union members and riders friendly? **No, only the Riders Advisory Committee (RAC) meets on the first Wednesday of every month at 5:30 p.m.**

From: Valerie Jefferson <valeriehrv40@gmail.com>

Sent: Thursday, September 25, 2025 1:28 PM

To: RTA Board <rtaboard@rtaforward.org>

Cc: Michael McClanahan NAACP President Louisiana <mwmccclanahan@yahoo.com>; Coleman <coleman7coleman@gmail.com>; Valerie Jefferson <laborandindustry.naACP@gmail.com>

Subject: NAACP Labor-Industry Committee Questions to The NORTA CommissionerBoard

To: NORTA Commissioner Board,

Per the request from the September 23, 2025 NORTA Commissioner Board Chair, Fred Neal, Jr. at the NORTA Commissioner Board public meeting.

The NAACP Labor-Industry Committee is submitting questions via email.

please see attachment

Joy,
Valerie V.M. Jefferson
504-261-9692

JOY is a characteristic not a feeling or emotion. JOY is the opposite of weak.

"JOY of the Lord is our strength" Neh.8:10



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 25-137

Finance Committee

[August 2025 Financials]

**August 2025
Analysis of Financials**

Budget	Actuals	Variances		Explanation of Variance
		Amount	%age	
<u>Passenger Revenue</u>				
7,937,624	6,846,326	(1,091,298)	(13.7%)	Passenger Fares were 13.7% (\$1.1M) under projections through August while ridership was 9.3% (964K) under budget.
<u>Sales Tax</u>				
73,302,080	69,188,938	(4,113,142)	(5.6%)	Sales tax collections are 5.6% under projections through August.
<u>Labor</u>				
45,640,448	42,898,754	2,741,694	6.0%	Labor is \$2.7M (6%) under budget through August.
<u>Fringe Benefits</u>				
15,148,280	14,973,628	174,652	1.2%	Fringe Benefits are 1.2% (\$175K) under projections through August.
<u>Services</u>				
12,772,192	8,395,476	4,376,716	34.3%	Most Service line items are well under budget through August. Professional/Technical Services (legal fees, consultants, other outside services, etc.), Contract Maintenance Services and Private Security are the main contributors to these shortfalls.
<u>Materials and Supplies</u>				
9,472,336	7,154,930	2,317,406	24.5%	Diesel fuel prices for the month of August were budgeted at \$3.55/gal. (excl. \$0.21/gal. tax). Actual diesel fuel prices for August averaged \$2.29/gal. (before taxes), which was \$1.26/gal. under budget and \$0.14 below the average price for July. Diesel fuel consumption for August was 27,073 gallons under budget.
<u>Taxes</u>				
284,024	85,189	198,835	70.0%	All taxes were under budget through August.
<u>Miscellaneous Expenses</u>				
672,136	500,221	171,915	25.6%	Miscellaneous expenses, including travel and other miscellaneous, were 26% under budget through August.

**CONSOLIDATED INCOME STATEMENT
BUDGET TO ACTUAL COMPARISON
August 31, 2025
Unaudited**

	Current Month Budget	Actual	\$ Var.	%Var.	Year to Date Budget	Actual	\$ Var.	%Var.	CY2025 Budget
Operating Revenues									
Passenger Fares	992,203	816,733	(175,470)	(17.68%)	7,937,624	6,846,326	(1,091,298)	(13.75%)	11,906,432
General Use Sales Tax	7,676,539	4,937,546	(2,738,993)	(35.68%)	61,412,312	59,590,009	(1,822,303)	(2.97%)	92,118,471
State Motor Vehicle Sales Tax	635,906	627,459	(8,447)	(1.33%)	5,087,248	4,442,073	(645,175)	(12.68%)	7,630,875
Hotel/Motel Sales Tax	850,315	480,854	(369,461)	(43.45%)	6,802,520	5,156,856	(1,645,664)	(24.19%)	10,203,780
Other Revenue	221,190	457,921	236,731	107.03%	1,769,520	2,764,208	994,688	56.21%	2,654,281
Total Operating Revenues	10,376,153	7,320,513	(3,055,640)	(29.45%)	83,009,224	78,799,472	(4,209,752)	(5.07%)	124,513,839
Operating Expenses									
Labor	5,705,056	4,698,202	1,006,854	17.65%	45,640,448	42,898,754	2,741,694	6.01%	68,460,671
Fringe Benefits	1,893,535	2,148,289	(254,754)	(13.45%)	15,148,280	14,973,628	174,652	1.15%	22,722,422
Services	1,596,524	1,202,185	394,339	24.70%	12,772,192	8,395,476	4,376,716	34.27%	19,158,293
Materials and Supplies	1,184,042	968,623	215,419	18.19%	9,472,336	7,154,930	2,317,406	24.46%	14,208,507
Utilities	144,208	190,243	(46,035)	(31.92%)	1,153,664	1,107,163	46,501	4.03%	1,730,500
Casualty & Liability	986,667	978,328	8,339	0.85%	7,893,336	7,543,053	350,283	4.44%	11,840,000
Taxes	35,503	4,884	30,619	86.24%	284,024	85,189	198,835	70.01%	426,030
Miscellaneous	84,017	82,934	1,083	1.29%	672,136	500,221	171,915	25.58%	1,008,205
Leases and Rentals	20,000	8,272	11,728	58.64%	160,000	130,180	29,820	18.64%	240,000
Total Oper. Exp. (excl. Depr.)	11,649,552	10,281,960	1,367,592	11.74%	93,196,416	82,788,594	10,407,822	11.17%	139,794,628
Net Operating Revenue	(1,273,399)	(2,961,447)	(1,688,048)	132.56%	(10,187,192)	(3,989,122)	6,198,070	(60.84%)	(15,280,789)
TMSEL Legacy Costs									
TMSEL Pension Costs	0	0	0	0.00%	0	0	0	0.00%	0
TMSEL Health Benefit Costs	92,944	45,373	47,571	51.18%	743,552	643,444	100,108	13.46%	1,115,331
TMSEL All Other Costs	33,750	36,769	(3,019)	(8.95%)	270,000	1,083,374	(813,374)	(301.25%)	405,000
Total TMSEL Legacy Costs	126,694	82,142	44,552	35.17%	1,013,552	1,726,818	(713,266)	(70.37%)	1,520,331
Net Rev. (Before Gov't. Asst.)	(1,400,093)	(3,043,589)	(1,643,496)	117.38%	(11,200,744)	(5,715,940)	5,484,804	(48.97%)	(16,801,120)
Maritime Operations									
Passenger Fares	92,207	56,696	(35,511)	(38.51%)	737,656	542,546	(195,110)	(26.45%)	1,106,479
Labor and Fringe Benefits	(23,873)	(22,634)	(1,239)	5.19%	(190,984)	(184,732)	(6,252)	3.27%	(286,480)
Services	(81,554)	(60)	(81,494)	99.93%	(652,432)	(29,878)	(622,554)	95.42%	(978,652)
Materials and Supplies	(45,433)	(10,259)	(35,174)	77.42%	(363,464)	(62,056)	(301,408)	82.93%	(545,198)
Taxes	(544)	(517)	(27)	4.96%	(4,352)	(2,843)	(1,509)	34.68%	(6,522)
Purchased Transportation	(1,028,806)	(857,157)	(171,649)	16.68%	(8,230,448)	(6,952,749)	(1,277,699)	15.52%	(12,345,667)
Other Operating Expenses	(44,281)	(170)	(44,111)	99.62%	(354,248)	(939)	(353,309)	99.73%	(531,372)
Preventive Maintenance	52,036	0	(52,036)	(100.00%)	416,288	353,647	(62,641)	(15.05%)	624,438
LA State Appropriations	250,000	0	(250,000)	(100.00%)	2,000,000	0	(2,000,000)	(100.00%)	3,000,000
State Subsidy	428,333	428,333	0	0.00%	3,426,664	3,426,664	0	0.00%	5,140,000
Total Maritime Operations	(401,915)	(405,768)	3,853	(100.00%)	(3,215,320)	(2,910,341)	(304,979)	(100.00%)	(4,822,974)
Government Operating Assistance									
Preventive Maintenance	1,672,860	1,953,031	280,171	16.75%	13,382,880	13,065,706	(317,174)	(2.37%)	20,074,324
State Parish Transportation	191,015	65,782	(125,233)	(65.56%)	1,528,120	1,160,297	(367,823)	(24.07%)	2,292,180
ARPA Funding and Other Operating Grants	478,852	5,935	(472,917)	(98.76%)	3,830,816	49,967	(3,780,849)	(98.70%)	5,746,226
FEMA Reimbursements	0	0	0	#DIV/0!	0	98	98	#DIV/0!	0
Total Government Oper. Asst.	2,342,727	2,024,748	(317,979)	(13.57%)	18,741,816	14,276,068	(4,465,748)	(23.83%)	28,112,730
Net Revenue (After Gov't. Asst.)	540,719	(1,424,609)	(1,957,622)	(362.04%)	4,325,752	5,649,787	714,076	16.51%	6,488,636

**CONSOLIDATED INCOME STATEMENT
BUDGET TO ACTUAL COMPARISON
August 31, 2025
Unaudited**

	Current Month				Year to Date				
	Budget	Actual	\$ Var.	%Var.	Budget	Actual	\$ Var.	%Var.	
Net Revenue (After Gov't. Asst.)	540,719	(1,424,609)	(1,957,622)	-362.04%	4,325,752	5,649,787	714,076	16.51%	6,488,636
Government Non-Operating Rev. (Exp.)									
Federal - Capital (RTA)	2,690,160	671,961	(2,018,199)	(75.02%)	21,521,280	5,064,180	(16,457,100)	(76.47%)	32,281,920
Local - Capital (RTA)	1,141,840	167,990	(973,850)	(85.29%)	9,134,720	1,379,295	(7,755,425)	(84.90%)	13,702,078
Capital Expenditures (RTA)	(3,832,000)	(839,951)	2,992,049	(78.08%)	(30,656,000)	(6,350,898)	24,305,102	(79.28%)	(45,983,998)
Total Federal and State Sources (Ferry)	1,126,534	0	(1,126,534)	(100.00%)	9,012,272	9,661	(9,002,611)	(100.00%)	13,518,414
Other Local Sources/Restricted Capital Res. (Ferry)	317,238	0	(317,238)	(100.00%)	2,537,904	2,415	(2,535,489)	(99.90%)	3,806,854
Capital Expenses (Ferry)	(1,443,772)	0	(1,443,772)	100.00%	(11,550,176)	(138,052)	11,412,124	(98.80%)	0
Loss on Valuation of Assets	0	0	0	0.00%	0	0	0	0.00%	0
Total Gov't. Non-Operating Rev. (Exp.)	0	0	0	0.00%	0	(33,399)	(33,399)	0.00%	17,325,268
Total Revenues (Expenses) Before Capital Expenditures and Debt	540,719	(1,424,609)	(1,965,328)	(363.47%)	4,325,752	5,616,388	1,290,636	29.84%	23,813,904
Capital Expenditures									
Interest Income - Capital (bonds)	1,147	27,698	26,551	2314.82%	9,176	212,954	203,778	100.00%	13,764
Other Interest Income	130,092	100,079	(30,013)	(23.07%)	1,040,736	604,709	(436,027)	(41.90%)	1,561,100
Debt Service	(671,958)	(154,528)	517,430	77.00%	(5,375,664)	(6,338,765)	(963,101)	(17.92%)	(8,063,500)
Total Capital Expenditures	(540,719)	(26,751)	513,968	95.05%	(4,325,752)	(5,521,102)	(1,195,350)	(27.63%)	(6,488,638)
Net Revenue less Capital Expenditures & Principal on Long Term Debt	0	(1,451,360)	(1,451,360)	100.00%	0	95,286	95,286	100.00%	17,325,266
Other Funding Sources									
Restricted Oper. / Capital Reserve	0	1,451,360	(1,451,360)	(100.00%)	0	(95,286)	95,286	(100.00%)	0
Total Other Funding	0	1,451,360	(1,451,360)	(100.00%)	0	(95,286)	95,286	(100.00%)	0
Net Revenue / Expense	0	0	0	0.00%	0	0	0	0.00%	17,325,266
Depreciation									
Depreciation - Local	378,071	418,945	(40,875)	(10.81%)	3,024,565	3,205,132	(180,567)	(5.97%)	4,536,847
Depreciation - Federal	1,512,282	1,675,782	(163,499)	(10.81%)	12,098,259	12,820,527	(722,268)	(5.97%)	18,147,389
Total Depreciation	1,890,353	2,094,727	(204,374)	10.81%	15,122,824	16,025,659	(902,835)	(5.97%)	22,684,236

**CONSOLIDATED INCOME STATEMENT
ACTUAL TO ACTUAL COMPARISON
August 31, 2025
Unaudited**

	Current Month				Year to Date			
	Prior Yr.	Current Yr.	\$ Var.	%Var.	Prior Yr.	Current Yr.	\$ Var.	%Var.
Operating Revenues								
Passenger Fares	825,022	816,733	(8,289)	(1.00%)	7,158,870	6,846,326	(312,544)	(4.37%)
General Use Sales Tax	6,467,414	4,937,546	(1,529,868)	(23.66%)	59,186,468	59,590,009	403,541	0.68%
State Motor Vehicle Sales Tax	567,225	627,459	60,234	10.62%	4,238,278	4,442,073	203,795	4.81%
Hotel/Motel Sales Tax	540,094	480,854	(59,240)	(10.97%)	8,238,346	5,156,856	(3,081,490)	(37.40%)
Other Revenue	219,375	457,921	238,546	108.74%	1,510,456	2,764,208	1,253,751	83.00%
Total Operating Revenues	8,619,130	7,320,513	(1,298,617)	(15.07%)	80,332,418	78,799,472	(1,532,947)	(1.91%)
Operating Expenses								
Labor	4,729,760	4,698,202	31,558	0.67%	40,480,970	42,898,754	(2,417,784)	(5.97%)
Fringe Benefits	1,609,258	2,148,289	(539,031)	(33.50%)	13,706,640	14,973,628	(1,266,988)	(9.24%)
Services	915,121	1,202,185	(287,064)	(31.37%)	6,510,556	8,395,476	(1,884,920)	(28.95%)
Materials and Supplies	962,553	968,623	(6,070)	(0.63%)	7,936,086	7,154,930	781,156	9.84%
Utilities	149,492	190,243	(40,751)	(27.26%)	1,058,129	1,107,163	(49,034)	(4.63%)
Casualty & Liability	755,015	978,328	(223,313)	(29.58%)	6,135,118	7,543,053	(1,407,935)	(22.95%)
Taxes	26,096	4,884	21,212	81.28%	269,453	85,189	184,264	68.38%
Miscellaneous	57,655	82,934	(25,279)	(43.85%)	733,961	500,221	233,740	31.85%
Leases and Rentals	17,387	8,272	17,387	100.00%	121,023	130,180	(9,157)	(7.57%)
Total Oper. Exp. (excl. Depr.)	9,222,336	10,281,960	(1,051,352)	(11.40%)	76,951,937	82,788,594	(5,836,657)	(7.58%)
Net Operating Revenue	(603,207)	(2,961,447)	(2,358,240)	390.95%	3,380,482	(3,989,122)	(7,369,604)	(218.00%)
TMSEL Legacy Costs								
TMSEL Pension Costs	0	0	0	0.00%	0	0	0	0.00%
TMSEL Health Benefit Costs	49,491	45,373	(4,118)	(8.32%)	796,787	643,444	(153,342)	(19.25%)
TMSEL All Other Costs	176,387	36,769	(139,618)	(79.15%)	1,303,601	1,083,374	(220,227)	(16.89%)
Total TMSEL Legacy Costs	225,878	82,142	(143,736)	(63.63%)	2,100,388	1,726,818	(373,570)	(17.79%)
Net Rev. (Before Gov't. Asst.)	(829,085)	(3,043,589)	(2,214,504)	267.10%	1,280,094	(5,715,940)	(6,996,034)	(546.53%)
Maritime Operations								
Passenger Fares	21,372	56,696	35,324	165.28%	596,315	542,546	(53,769)	(9.02%)
Labor and Fringe Benefits	(26,175)	(22,634)	3,541	(13.53%)	(387,681)	(184,732)	202,949	(52.35%)
Services	(17,127)	(60)	17,067	(99.65%)	(2,822,714)	(29,878)	2,792,836	(98.94%)
Materials and Supplies	(36,551)	(10,259)	26,292	(71.93%)	(413,409)	(62,056)	351,352	(84.99%)
Taxes	(526)	(517)	9	(1.73%)	(4,579)	(2,843)	1,736	100.00%
Purchased Transportation	(791,943)	(857,157)	(65,214)	8.23%	(5,578,815)	(6,952,749)	(1,373,934)	24.63%
Other Operating Expenses	(72)	(170)	(98)	136.79%	(2,017)	(939)	1,078	(53.43%)
Preventive Maintenance	50,500	0	(50,500)	(100.00%)	353,970	353,647	(323)	(0.09%)
LA State Appropriations	428,333	0	(428,333)	0.00%	3,426,664	0	(3,426,664)	100.00%
State Subsidy	0	428,333	428,333	#DIV/0!	4,999,998	3,426,664	(1,573,334)	(31.47%)
Total Maritime Operations	(372,189)	(405,768)	(33,579)	9.02%	167,732	(2,910,341)	(3,078,073)	(1835.11%)
Government Operating Assistance								
Preventive Maintenance	1,293,059	1,953,031	659,972	51.04%	10,123,199	13,065,706	2,942,507	29.07%
State Parish Transportation	371,987	65,782	(306,205)	(82.32%)	1,318,107	1,160,297	(157,810)	(11.97%)
ARPA Funding and Other Operating Grants	0	5,935	5,935	#DIV/0!	0	49,967	49,967	#DIV/0!
FEMA Reimbursements	0	0	0	0.00%	0	98	98	0.00%
Total Government Oper. Asst.	1,665,046	2,024,748	359,702	21.60%	11,441,306	14,276,068	2,834,762	24.78%
Net Revenue (After Gov't. Asst.)	463,772	(1,424,609)	(1,888,381)	(407.18%)	12,889,132	5,649,787	(7,239,345)	(56.17%)

**CONSOLIDATED INCOME STATEMENT
ACTUAL TO ACTUAL COMPARISON
August 31, 2025
Unaudited**

	Current Month				Year to Date			
	Prior Yr.	Current Yr.	\$ Var.	%Var.	Prior Yr.	Current Yr.	\$ Var.	%Var.
Net Revenue (After Gov't. Asst.)	463,772	(1,424,609)	(1,888,381)	-407.18%	12,889,132	5,649,787	(7,239,345)	-56.17%
Government Non-Operating Rev. (Exp.)								
Federal - Capital (RTA)	2,372,885	671,961	(1,700,924)	(71.68%)	18,826,297	5,064,180	(13,762,117)	(73.10%)
Local - Capital (RTA)	593,221	167,990	(425,231)	(71.68%)	6,423,867	1,379,295	(5,044,572)	(78.53%)
Capital Expenditures (RTA)	(2,966,106)	(839,951)	2,126,155	(71.68%)	(25,250,164)	(6,350,898)	18,899,266	(74.85%)
Total Federal and State Sources (Ferry)	1,452,484	0	(1,452,484)	(100.00%)	2,303,052	9,661	(2,293,391)	(99.58%)
Other Local Sources/Restricted Cap. Res. (Ferry)	(1,815,605)	0	1,815,605	(100.00%)	(2,878,815)	2,415	2,881,230	(100.08%)
Capital Expenses (Ferry)	0	0	0	#DIV/0!	0	(138,052)	(138,052)	#DIV/0!
Loss on Valuation of Assets	0	0	0	0.00%	0	0	0	0.00%
Total Gov't. Non-Operating Rev. (Exp.)	(363,121)	0	363,121	(100.00%)	(575,763)	(33,399)	542,364	(94.20%)
Total Revenues (Expenses) Before Capital Expenditures and Debt	100,651	(1,424,609)	(1,525,260)	(1515.39%)	12,313,369	5,616,388	(6,696,980)	(54.39%)
Capital Expenditures								
Bond Interest Income	11,905	27,698	15,793	132.66%	95,240	212,954	117,714	123.60%
Other Interest Income	54,234	100,079	45,845	84.53%	433,869	604,709	(170,840)	(39.38%)
Debt Service	(672,189)	(154,528)	517,661	(77.01%)	(4,514,500)	(6,338,765)	1,824,265	(40.41%)
Total Capital Expenditures	(606,050)	(26,751)	579,299	(95.59%)	(3,985,391)	(5,521,102)	(1,535,711)	38.53%
Net Revenue less Capital Expenditures & Principal on Long Term Debt	(505,399)	(1,451,360)	(945,961)	(187.17%)	8,327,978	95,286	(8,232,691)	98.86%
Other Funding Sources								
Restricted Oper. / Capital Reserve	505,399	1,451,360	945,961	187.17%	(8,327,978)	(95,286)	8,232,691	(98.86%)
Total Other Funding	505,399	1,451,360	945,961	187.17%	(8,327,978)	(95,286)	8,232,691	(98.86%)
Net Revenue / Expense	0	0	0	0.00%	0	0	0	0.00%
Depreciation - Local	377,691	418,945	(41,254)	(10.92%)	2,850,277	3,205,132	(354,855)	(12.45%)
Depreciation - Federal	1,510,764	1,675,782	(165,018)	(10.92%)	11,401,106	12,820,527	(1,419,421)	(12.45%)
Total Depreciation Expense	1,888,455	2,094,727	(206,272)	(10.92%)	14,251,383	16,025,659	(1,774,276)	(12.45%)

Regional Transit Authority
Financial Performance Indicators
August 31, 2025
(Excludes Ferry Operations)

	Company-wide		Fixed Route Bus		Streetcar		Paratransit	
	Current Mo.	Year-to-date	Current Mo.	Year-to-date	Current Mo.	Year-to-date	Current Mo.	Year-to-date
Ridership (Unlinked Trips)	1,287,028	9,424,690	993,870	7,360,515	273,382	1,919,518	19,776	144,657
Total Platform Hours	69,590	528,130	43,122	340,384	11,533	93,147	14,935	94,598
Passenger Revenue	816,733	7,020,929	536,065	4,570,258	255,636	2,229,992	25,032	220,679
Operating Expenses	10,281,960	82,788,594	6,683,274	53,812,586	2,056,392	16,557,719	1,542,294	12,418,289
Operating Cost Per Platform Hour	147.75	156.76	154.98	158.09	178.31	177.76	103.27	131.27
Annual Budgeted Cost Per Platform Hour		157.98		141.93		188.32		143.69
Farebox Recovery Rate	7.94%	8.48%	8.02%	8.49%	12.43%	13.47%	1.62%	1.78%
Operating Cost Per Unlinked Trip	7.99	8.78	6.72	7.31	7.52	8.63	77.99	85.85
Passenger Revenue Per Unlinked Trip	0.63	0.74	0.54	0.62	0.94	1.16	1.27	1.53
Subsidy per Unlinked Trip	7.36	8.04	6.18	6.69	6.58	7.47	76.72	84.32

**Regional Transit Authority
Financial Performance Indicators
Current to Prior Year Comparison**

REPORT FOR THE MONTH

	Company-wide			Fixed Route Bus			Streetcar			Paratransit		
	For the Month Ended August 31 2025	2024	Variance	For the Month Ended August 31 2025	2024	Variance	For the Month Ended August 31 2025	2024	Variance	For the Month Ended August 31 2025	2024	Variance
Ridership (Unlinked Trips)	1,287,028	1,171,012	116,016	993,870	857,510	136,360	273,382	294,375	(20,993)	19,776	19,127	649
Total Platform Hours	69,590	66,334	3,256	43,122	42,394	728	11,533	12,477	(945)	14,935	11,463	3,472
Passenger Revenue	816,733	843,511	(26,778)	536,065	542,249	(6,184)	255,636	275,409	(19,773)	25,032	25,852	(821)
Operating Expenses	10,281,960	9,222,336	1,059,624	6,683,274	5,994,519	688,755	2,056,392	1,844,467	211,925	1,542,294	1,383,350	158,944
Operating Cost Per Platform Hour	147.75	139.03	8.72	154.98	141.40	13.58	178.31	147.83	30.48	103.27	120.68	(17.41)
Annual Budgeted Cost Per Plat. Hour	157.98	125.53	32.45	141.93	122.90	19.03	188.32	156.48	31.84	143.69	108.21	35.48
Farebox Recovery Rate	7.94%	9.15%	-1.20%	8.02%	9.05%	-1.02%	12.43%	14.93%	-2.50%	1.62%	1.87%	-0.25%
Operating Cost Per Unlinked Trip	7.99	7.88	0.11	6.72	6.99	(0.27)	7.52	6.27	1.25	77.99	72.32	5.67
Passenger Revenue Per Unlinked Trip	0.63	0.72	(0.09)	0.54	0.63	(0.09)	0.94	0.94	0.00	1.27	1.35	(0.08)
Subsidy per Unlinked Trip	7.36	7.16	0.20	6.18	6.36	(0.18)	6.58	5.33	1.25	76.72	70.97	5.75

**Regional Transit Authority
Financial Performance Indicators
Current to Prior Year Comparison**

YEAR-TO-DATE REPORT

	Company-wide			Fixed Route Bus			Streetcar			Paratransit		
	For 8 Months Ending August 31, 2025	2024	Variance	For 8 Months Ending August 31, 2025	2024	Variance	For 8 Months Ending August 31, 2025	2024	Variance	For 8 Months Ending August 31, 2025	2024	Variance
Ridership (Unlinked Trips)	9,424,690	8,825,087	599,603	7,360,515	6,220,396	1,140,119	1,919,518	2,451,920	(532,402)	144,657	152,771	(8,114)
Total Platform Hours	528,130	535,079	(6,949)	340,384	333,685	6,699	93,147	96,994	(3,847)	94,598	104,400	(9,802)
Passenger Revenue	7,020,929	6,748,089	272,840	4,570,258	4,269,917	300,341	2,229,992	2,271,353	(41,362)	220,679	206,819	13,860
Operating Expenses	82,788,594	76,951,941	5,836,652	53,812,586	47,666,684	6,145,902	16,557,719	15,626,084	931,635	12,418,289	13,659,174	(1,240,885)
Operating Cost Per Platform Hour	156.76	143.81	12.95	158.09	142.85	15.24	177.76	161.10	16.66	131.27	130.83	0.44
Annual Budgeted Cost Per Plat. Hour	157.98	125.53	32.45	141.93	122.90	19.03	188.32	156.48	31.84	143.69	108.21	35.48
Farebox Recovery Rate	8.48%	8.77%	-0.29%	8.49%	8.96%	-0.46%	13.47%	14.54%	-1.07%	1.78%	1.51%	0.26%
Operating Cost Per Unlinked Trip	8.78	8.72	0.06	7.31	7.66	(0.35)	8.63	6.37	2.26	85.85	89.41	(3.56)
Passenger Revenue Per Unlinked Trip	0.74	0.76	(0.02)	0.62	0.69	(0.07)	1.16	0.93	0.23	1.53	1.35	0.18
Subsidy per Unlinked Trip	8.04	7.96	0.08	6.69	6.97	(0.28)	7.47	5.44	2.03	84.32	88.06	(3.74)



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 25-116

Board of Commissioners

Contract Award to Mansfield Oil Company for Diesel Fuel and Diesel Exhaust Fluid (DEF)

DESCRIPTION: Diesel fuel and DEF State Contract	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ☒ Approval ☐ Review Comment ☐ Information Only ☐ Other	

RECOMMENDATION:

This is a request to authorize the CEO to award contract to Mansfield Oil Company in line with the piggy backing of Louisiana state contract 4400027347 for Diesel Fuel and DEF in the not to exceed value amount of \$8,262,260.23.

ISSUE/BACKGROUND:

The purpose and intent of this document is to acquire a contract with a fueling company to provide the agency with the appropriate diesel fuel and DEF in line with the terms set by the state of Louisiana. The estimated quantity of diesel fuel consumed by the RTA is estimated at 1.9 million gallons per year (~5,200 gallons daily). The estimated quantity consumption for DEF is estimated to be 31,000 gallons per year (~597 gallons weekly).

DISCUSSION:

The agency currently operates under a fuel agreement established during the transition from Transdev to RTA. This authorization serves to formalize the agency's intent to enter a new contract with a fueling provider through a piggyback arrangement on the Louisiana State Contract (Contract No. 4400027347), ensuring continued access to diesel fuel and Diesel Exhaust Fluid (DEF) in accordance with state terms.

The agency maintains six inground fuel tanks to support its daily operations. Estimated diesel fuel consumption is approximately 1.9 million gallons annually, averaging 5,200 gallons per day. DEF consumption is estimated at 31,000 gallons per year, or roughly 597 gallons per week.

This authorization ensures uninterrupted fueling services and secures the necessary supply of DEF, while remaining within the not-to-exceed value established by the Louisiana State Contract.

FINANCIAL IMPACT:

According to the U.S. Energy Information Administration (EIA), the retail price of diesel fuel was \$2.81 per gallon in 2018 and increased to \$3.42 per gallon in 2024-reflecting a 21.7% rise over that period. To account for continued market volatility and inflation, the agency has applied a projected annual escalation rate of 10% to estimate future costs.

Based on current consumption levels, the agency's projected diesel fuel expenditure for the 2026-2027(February) period is approximately \$7,801,326.18 under account code 01-4300-02-8020-031-01

-00-00000-00000. The projected cost for Diesel Exhaust Fluid (DEF) over the same two-year period is \$75,200.84 under account code 01-4300-02-8070-031-01-00-00000-00000 and Ferry fuel for amount of \$385,733.21 under account code 01-6100-02-8020-031-07-00-00000-00000.

The total estimated financial impact for diesel and DEF combined is \$8,262,260.23.

NEXT STEPS:

Once approved staff will issue a purchase order and finalize documents.

ATTACHMENTS:

1. Resolution
2. State contract
3. Sourcewell RFP
4. Routing Approval

Prepared By: Alger Pennaman II
Title: Fleet Asset Manager

Reviewed By: Ryan Moser
Title: Chief Asset Management Officer

Reviewed By: Gizelle Banks
Title: Chief Financial Officer



Lona Edwards Hankins
Chief Executive Officer

10/3/2025

Date



RESOLUTION NO. _____

FILE ID NO. 25-116

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO AWARD A CONTRACT TO MANSFIELD OIL COMPANY FOR DIESEL
FUEL AND DEF**

Introduced by Commissioner _____, seconded by Commissioner
_____.

WHEREAS, the Chief Executive Officer of the RTA has the need to award a contract to Mansfield Oil Company for diesel and DEF; and

WHEREAS, the agency currently operates under a temporary fueling agreement established during the transition from Transdev and seeks to formalize its supply agreement through a long-term contract; and

WHEREAS, the agency requires a reliable and consistent supply of diesel fuel and Diesel Exhaust Fluid (DEF) to maintain its daily transit operations, with estimated annual consumption of approximately 1.9 million gallons of diesel fuel and 31,00 gallons of DEF; and

WHEREAS, the agency intends to utilize the State of Louisiana's Contract No. 4400027347 via a piggyback procurement method to ensure cost-effective, uninterrupted fueling services under favorable state-negotiated terms; and



RESOLUTION NO. _____
Page 2

WHEREAS, the agency's estimated total expenditure for diesel fuel and DEF over the 2026-2027(February) period is projected to be \$8,262,260.23, accounting for projected market price increases and consumption rates; and

WHEREAS, funding for the contract is made available through account codes 01-4300-02-8020-031-01-00-00000-00000 (bus diesel fuel), 01-4300-02-8070-031-01-00-00000-00000 (lubricants), and 01-6100-02-8020-031-07-00-00000-00000 (ferry fuel) in a not-to-exceed value of **EIGHT MILLION TWO HUNDRED SIXTY-TWO THOUSAND TWO HUNDREB SIXTY-TWO DOLLARS AND TWENTY-THREE CENTS (\$8,262,260.23)**; and

NOW, THEREFORE, BE IS RESOLVED, by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, is authorized to award a contract to Mansfield Oil Company for diesel fuel and diesel exhaust fluid (DEF).

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

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE Choose an item. **DAY OF SEPTEMBER, 2025.**

FRED A. NEAL, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS



STATE OF LOUISIANA

Competitive Contract

Vendor: 310165169
Company
MANSFIELD OIL CO OF GAINESVILLE INC
FUEL CARD ONLY
1025 AIRPORT PKWY SW
GAINESVILLE GA 30501-6813
Phone : 800-695-6626

T Number: 92327
Version: 3
LAPS Contract: Yes
Fiscal Year: 2023
Min.Ord.Value: 0.00
Distributor Contract: No
PCard:No
Co-op Agreement:Yes

Contract number: 4400027347
Description: Fuel Card: Consigned Fuel & Other Svcs

SEBD Vendor: No
SEHI Vendor: No
VSE Vendor: No
DVSE Vendor: No
Contract Valid Dates:
06/01/2023 - 02/10/2027

Buyer Information

Name: TUAN NGUYEN
Tel Number: 225-219-0245
Email: tuan.nguyen@la.gov

Supplier Text: Statewide Contract for Fuel Card: Consigned Fuel and Other Fuel Related Services in accordance with the Sourcwell Master Agreement # 121522-MNF with Mansfield Oil Company of Gainesville, Inc. This contract shall be effective for a period of delivery beginning June 1, 2023 and ending February 10, 2027. This contract may be extended up to one additional one year period upon request of Sourcwell and with written agreement by vendor.

Exclusions: Professional Services, Consulting Services, and Lease Agreements

Inclusions: All authorized elements of the Master Agreement not herein excluded.

****IMPORTANT** - State Agency participation in any fuel card program associated with this Master Agreement shall require prior approval from the Office of State Procurement.**

Amendment No. 1 has been added to the Participating Addendum.

As stated in Amendment No. 1 [3], Attachment 1 has been deleted in its entirety and replaced with Attachment 1.1. Attachment 1.1 contains pricing updates and should be reviewed in its entirety.

Contact for this contract:
Dan Luther
VP Govt Sales
Phone: 678-450-2285
E-mail: dluther@mansfieldoil.com

Recommending Approval: _____

Approved by: _____

Contract number: 4400027347 T Number: 92327	Vendor: 310165169 Distributor Contract: NO	Page 2 of 4
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Orders must reference the following:

1. Master Agreement #121522-MNF and State Contract # 4400027347
2. Your name, address, and contact information
3. Purchase Order amount and an itemized listed of products and services

Please reference the contract attachments for complete information.

Attachment A - Participating Addendum - Pages 1-20

Attachment B - Amendment Number 01 - Pages 1-6

Notice to Vendor:

Line	Material No.	Description	Prod. Cat.	UOM	Net Price	Discount
	Supplier Part No.					
1		Fuel Card: Consigned Fuel & Other Svcs For invoice purposes only.	15101500		0.00000	

Contract number: 4400027347 T Number: 92327	Vendor: 310165169 Distributor Contract: NO	Page 3 of 4
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Standard Terms and Conditions

1. THIS IS NOT AN ORDER TO SHIP (OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE ISSUING AGENCY PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE IV AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

8. IN ACCORDANCE WITH LA R.S. 39:1602.1, FOR ANY CONTRACTS WITH A VALUE OF \$100,000 OR MORE AND FOR ANY VENDOR WITH 5 OR MORE EMPLOYEES, THE VENDOR CERTIFIES THAT IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL AND IT WILL, FOR THE DURATION OF ITS CONTRACTUAL OBLIGATIONS, REFRAIN FROM A BOYCOTT OF ISRAEL.

9. CONTRACT CANCELLATION

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS: (A) MISREPRESENTATION BY THE CONTRACTOR; (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE OF LOUISIANA; (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA. R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS; OR, (F) ANY LISTED REASON FOR DEBARMENT UNDER LA. R.S. 39:1672.

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION: OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS; (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP

Contract number: 4400027347 T Number: 92327	Vendor: 310165169 Distributor Contract: NO	Page 4 of 4
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TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING NON-EXCLUSIVE REASONS: (A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; OR, (C) ANY OTHER BREACH OF CONTRACT.

**Solicitation Number: RFP #121522****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mansfield Oil Company of Gainesville, Inc., 1025 Airport Parkway SW, Gainesville, GA 30501-6813 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fuel Delivery with Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 10, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Unless agreed to by the Participating Entities in advance, Products must be delivered to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the Supplier. Any warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products.

Supplier must arrange for and pay for the removal of Equipment and Products that arrive in a non-conforming or defective condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers non-conforming, substandard, defective, or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating

Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and

requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);

- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the administrative fee calculated as stated in the Proposal on the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the

Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all

marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Transportation Pollution Liability Insurance.* During the term of this Contract, Supplier will maintain transportation pollution liability insurance, with coverage for loading and unloading, and endorsement of form MCS-90.

Minimum Limits:

\$1,000,000

5. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier’s security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

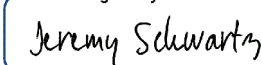
22. CANCELLATION

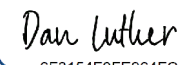
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

121522-MNF

Sourcewell

Mansfield Oil Company of Gainesville, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
2/1/2023 | 5:03 PM CST
Date: _____

DocuSigned by:

By: 6F3154F0FE964FC...
Dan Luther
Title: Vice President of Government Sales
2/1/2023 | 11:58 AM CST
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
2/1/2023 | 5:42 PM CST
Date: _____

RFP 121522 - Fuel Delivery with Related Services

Vendor Details

Company Name: Mansfield Oil of Gainesville

Does your company conduct business under any other name? If yes, please state: N/a

Address: 1025 Airport Pkwy
Gainesville, GA 30501

Contact: Dan Luther

Email: mocbids@mansfieldoil.com

Phone: 800-695-6626

Fax: 800-695-6626

HST#: 581091383

Submission Details

Created On: Thursday November 10, 2022 12:27:14

Submitted On: Thursday December 15, 2022 15:15:44

Submitted By: Dan Luther

Email: mocbids@mansfieldoil.com

Transaction #: 1b7b1e82-9629-451c-8a39-97f12aedc6b5

Submitter's IP Address: 99.131.40.90

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Mansfield Oil Company of Gainesville, Inc. Mansfield of Canada ULC information provided separately. See Documents.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal and, if applicable, supply the US DOT number of each such subsidiary.	No subsidiary entities of the Proposer are included with this Proposal.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Mansfield does not have any assumed names or DBA names to identify.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	2Y744	*
5	Proposer Physical Address:	1025 Airport Parkway SW Gainesville, GA 30501-6813	*
6	Proposer website address (or addresses):	https://mansfield.energy/	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dan Luther Vice President, Government Sales 1025 Airport Parkway SW Gainesville, GA 30501-6813 Email: dluther@mansfieldoil.com Phone: 678-617-8530	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dan Luther Vice President, Government Sales 1025 Airport Parkway SW Gainesville, GA 30501-6813 Email: dluther@mansfieldoil.com Phone: 678-617-8530	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matthew Peck Business Development Manager II 1025 Airport Parkway SW Gainesville, GA 30501-6813 Email: mpeck@mansfieldoil.com ; mocbids@mansfieldoil.com Phone: 678-450-2146 Tom DeFeo Strategic Account Executive III 1025 Airport Parkway SW Gainesville, GA 30501-6813 Email: tdefeo@mansfieldoil.com ; mocbids@mansfieldoil.com Phone: 678-450-2125	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	MANSFIELD HISTORY, STRUCTURE, AND CULTURE For over 65 years, Mansfield has provided North America's leading organizations world-class support and solutions across the energy supply chain. As North America's largest delivered fuel supplier, Mansfield delivers 3 billion gallons annually to 8,000 customers and over 20,000 ship-to's throughout the United States and Canada. The company's customer portfolio includes some of the largest transportation fleets in the world consisting of leading commercial companies and Federal, State, and Local government entities. Customers benefit from Mansfield's supply and distribution network, its transactional management capabilities, and its wealth of fuel management tools and insights in a partnership that ensures the ongoing sustainability of a best-in-class fuel management program. Mansfield is a private family-owned company with a staff of over 850 employees throughout its 11 office locations in North America including a dedicated Canadian office in Calgary, AB. Customers benefit from a committed staff focusing on the company mission to Build Relationships That Matter. Mansfield believes in building and investing in relationships – relationships with one another, suppliers, communities, and of course customers. Everything the company does now and in the future hinges on the quality and durability of the relationships fostered by Mansfield employees. To that end, Mansfield is committed to inclusivity and diversity in its ordinary course of business. At Mansfield, we believe that a diversity of viewpoints, experiences, and backgrounds creates long-term value for our customers and for the communities in which we operate. Mansfield believes that regular communication, transparency, and performance measurement foster any business relationship. Two-way communication allows all parties to be engaged and involved in the decision-making process throughout the contract term. Beyond a sales team and customer management team, as further outlined in this response, Mansfield offers its customers a 24-hour service line to address after hours concerns. Customer needs are identified and escalated to the correct key staff member to ensure a solution is developed as efficiently as possible. Given Mansfield's long-standing history of supplying government entities and first responders, the company understands the importance of supply security. Mansfield maintains a broad portfolio of fuel procurement optionality to ensure reliable supply and competitive pricing in every market. Additionally, through the company's proprietary DeliveryONE network of over 1,500 transportation providers nationwide, Mansfield maintains relationships with multiple carrier partners in all major markets. Mansfield has developed and managed emergency preparedness plans for customers nationwide; the firm's standard Business Continuity Plan document – a copy of which is provided with this submission – illustrates the thoroughness with which Mansfield approaches an impending event. The company also takes cost and complexity out of the fuel supply chain by focusing and investing in technology. Mansfield wraps both enhanced services and transactional insights around every gallon through Mansfield's proprietary online customer portal, FuelNet. This platform provides access into every aspect of a customer's fueling program. From online ordering to invoice reporting, customers have dashboard access to virtually every component of a best-in-class fuel management platform. MANSFIELD CORE PRINCIPLES Every day, employees act in accordance with the company's six core principles: Conscientiousness – holding ourselves accountable to all customers, vendors, and co-workers alike; Excellence – persistently seeking new ways to improve personally, as a team and as an organization; Innovation – embracing new ideas and welcoming new opportunities; Integrity – acting with transparency and integrity; Personal Service – exemplifying the meaning of high-touch, passionate, personal service; and Teamwork – the sum of employees collaborative energy is greater than that of any individual effort. These Core Principles guide employees in service of Mansfield's customers.
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11	What are your company's expectations in the event of an award?	Mansfield is excited at the prospect of this new Fuel Delivery with Related Services contract given the tremendous opportunity to work with Sourcewell and its participating agencies to offer a cost competitive option to optimize agency fuel management programs. For many participating agencies, fuel is their largest spend and a critical part of operations; accordingly, it's exciting to soon have a contract that addresses that need. It's important to have a trusted vendor who can follow through and, if awarded, Mansfield is committed to ensuring that agencies realize the overall benefit of the Sourcewell contract. The Mansfield Team will work diligently to foster long-lasting, successful and beneficial relationships with all Sourcewell participating entities. Our Strategy is to Simplify the North American Energy Supply Chain on behalf of our customers. We organize the industry's manufacturing, logistics, storage and technology assets in ways that solve problems, create reliability and add confidence to our customers' procurement processes. Through reliable, cost-effective supply and delivery of fuel coupled with actionable insights Mansfield can support Sourcewell participating agencies and the communities in which they operate. Mansfield appreciates the opportunity to potentially build new relationships with Sourcewell and participating agencies to optimize and foster their fuel management programs. Mansfield would make the Sourcewell contract a focal point of its Government sales efforts by marketing the contract to prospective agencies and highlighting the contract in sales calls as a primary tool for fuel delivery solutions. For over 40 years Mansfield has been a trusted supplier to government agencies across North America and looks forward to supporting new agencies as a potential provider under this contract.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	As a Forbes Top 50 US Private Company, Mansfield is a financially stable and secure US company incorporated in Georgia. Mansfield purchases nearly 3 billion gallons of fuel per year from major US and Canadian fuel refiners and marketers who can attest to Mansfield's creditworthiness and financial durability. Attached in the Documents section are multiple years of financial statements from Mansfield's Parent Company (marked confidential since Mansfield is a private company) and a banking and business/trade references sheet.	*
13	What is your US market share for the solutions that you are proposing?	The U.S. Energy Information Administration estimates the total diesel market in the U.S. at roughly 60 billion gallons per year of which Mansfield is just over 3%. The Energy Information Administration estimates U.S. motor gasoline to be roughly 135 billion gallons per year of which Mansfield is under 1%.	*
14	What is your Canadian market share for the solutions that you are proposing?	Mansfield's Canadian market share is under 1%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Neither Mansfield Oil Company of Gainesville, Inc. or Mansfield of Canada ULC have petitioned for bankruptcy protection.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Mansfield is a licensed and bonded distributor of bulk motor fuels and related services in all 50 US States and 10 Canadian Provinces. Mansfield carries a robust insurance policy that exceeds industry standards for insurance coverage. Any Mansfield subcontractor used for fuel delivery is also fully licensed in each state in which the subcontractor operates and carries the proper insurance to meet industry standards.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No suspension or debarment information is applicable to Mansfield over the last 10 years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Mansfield is a Forbes Top 50 Private Company. Mansfield has also received various designations and ratings from some of the company's largest customers. This includes being awarded the Silver Alliance Supplier Award from Vulcan Materials and a Gold designated supplier by FedEx. Additionally, Mansfield's CIO was named the Georgia CIO of the Year for Large Enterprises by the Atlanta Business Chronicle in 2021.	*
19	What percentage of your sales are to the governmental sector in the past three years	Government sector sales account for 13.3% of Mansfield's fuel sales over the past three years.	*
20	What percentage of your sales are to the education sector in the past three years	Mansfield does not break out education sector sales in its revenue data.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Mansfield holds multiple national, state, and local cooperative purchasing contracts. Total sales volume for these contracts over the next year is estimated to be in excess of \$265,000,000. Other national cooperative contracts include OMNIA and National Cooperative Purchasing Alliance (NCPA). State cooperative contracts include the Commonwealth of Virginia, State of South Carolina, State of North Dakota, State of North Carolina, State of Louisiana, and the State of Georgia among others. Local and/or regional cooperative contracts include the Metropolitan Washington Council of Governments, City of Plano TX, and City of Memphis among others. Mansfield considers specific reporting data for this contract as proprietary.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Mansfield does not currently hold any GSA contracts or Standing Offers and Supply Arrangements.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Chicago Transit Authority	Molly Cate	312-664-7200	*
Denver RTD	Amelia Thompson	303-299-6411	*
Miami-Dade County School Board	Miranda James	305-995-1621	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Various Government Entities	Government	California - CA	Supply and Delivery of Gas and Diesel Nationwide	500g - 8,500g Deliveries	\$406,623,852	*
Various Government Entities	Government	Louisiana - LA	Supply and Delivery of Gas and Diesel, as well as Fleet Cards	500g - 8,500g Deliveries	\$223,815,156	*
Various Government Entities	Government	South Carolina - SC	Supply and Delivery of Gas, Diesel, and Fuel Systems & Services, as well as Fleet Cards	500g - 8,500g Deliveries	\$208,714,935	*
Various Government Entities	Government	Illinois - IL	Supply and Delivery of Gas and Diesel, as well as Risk Management	500g - 8,500g Deliveries	\$192,718,269	*
Various Government Entities	Government	Virginia - VA	Supply and Delivery of Gas, Diesel, and DEF, as well as Fleet Cards	500g - 8,500g Deliveries	\$140,730,975	*

Table 6: Ability to Sell and Deliver Service

Describe your company’s capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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25	Sales force.	Sourcewell and participating entities can feel confident they are partnering with North America's largest delivered fuel supplier and agency fueling needs will be managed and guided by reliable and experienced industry professionals who are focused on building successful relationships between agency organizations and Mansfield. Mansfield's total sales force is comprised of over 60 knowledgeable professionals spread over the Enterprise Sales team – which focuses on term contracts and Mansfield's full suite of fuel management solutions – and a Spot Sales team focused on those customer's interested in shorter term deals. In addition to these sales teams, Mansfield also has Product Line Managers who support our customers and sales team across Mansfield's varying degrees of fuel management related-services product offerings as further detailed below. The Government Sales team is part of the broader Enterprise Sales group and is specifically dedicated to Federal, State, Local, and Educational sales and account management. This team would be responsible for managing the contract with Sourcewell and any participating agencies. The Government Sales and Account Management teams are regionally focused with expertise in the fuel markets they manage; accordingly, the entire team may support participating agencies under this contract. However, Mansfield would dedicate a lead salesperson – in conjunction with the VP, Government Sales – to oversee the Sourcewell relationship. Mansfield also has a strong Commercial & Industrial (C&I) Enterprise Sales team focusing on private sector fuel sales across various industries. If any Commercial customers are interested in utilizing this cooperative contract these C&I salespeople would work closely with the lead government salesperson to facilitate those conversations. Mansfield's Product Line Managers help support the sales staff for products like risk management fuel hedging, fleet cards, diesel exhaust fluid (DEF), fuel equipment systems and services, fuel quality, etc. as an added layer of support offered to customers. These Product Line Managers are subject matter experts in their field and work closely to ensure Mansfield tailors the right solution for each customer. Mansfield has a dedicated Canadian sales team that supports both C&I and Government sales in that country who would work closely with the lead salesperson to support Canadian based customers. Lastly, Mansfield also has a comprehensive spot sales team who's focus is on shorter term contracts. For some customers in both the government and commercial channels this is a common way to purchase fuel and Mansfield has a team tailored to that offering.
26	Dealer network or other distribution methods.	Under this Sourcewell contract, participating agencies will always deal with Mansfield directly as their vendor. However, it's important to note that Mansfield's ability to distribute fuel across North America is achieved through the company's proprietary DeliveryONE network. Mansfield brought together 1,500 transportation partners across the U.S. and Canada in one single network to serve our customers. From transport fuel deliveries, mobile fleet fueling, tank wagon fuel deliveries, diesel exhaust fluid (DEF), and more, Mansfield's DeliveryONE network has the coverage, reliability, and flexibility to handle the most demanding requirements while offering "local service, nationwide." The DeliveryONE network is unique in that no one delivered fuel supplier has company-owned fuel transportation capacity across the entire U.S. and Canada. Accordingly, Mansfield worked over decades to bring together the most reliable local and regional transportation companies – in addition to Mansfield's own trucking assets – to create a network that offers service in all major markets with access to all commercial fuel terminals throughout the U.S. and Canada. In addition to providing transportation capability for Mansfield, the 1,500 companies operating as part of Mansfield's DeliveryONE network can act as an extension of Mansfield's sales department by selling Mansfield fuel and fuel management services.

27	Service force.	Mansfield sales staff initiate the onboarding of any new contract and continue to work with customers throughout the life of the agreement ensuring agency strategic priorities are met. Additionally, Mansfield will assign a Customer Relationship Manager dedicated to each participating agency's account upon award. This position is responsible for managing the day-to-day relationship, acting as an advocate and ambassador within Mansfield, and as the first point of contact during ongoing operations. The Customer Relationship Manager works with internal teams to meet customer service requirements, monitoring the agreement to ensure accurate billing, to generate any needed reports, and handle other general customer service needs. Mansfield's operations teams are organized around customers and regional markets to balance optimal customer relationship oversight with market-based experience. Mansfield's fuel dispatch teams regularly communicate with local carriers regarding daily deliveries and any market conditions that might impact timely delivery. Mansfield's fuel supply and trading team is also structured regionally to enable market specialization in bulk fuel sourcing and contract negotiation. Mansfield's reliable nationwide supply network is backed by long standing relationships with all major and independent refiners. A team of optimization analysts, with the support of a proprietary sourcing program, balance supply and demand each day to ensure supply security with competitive cost. Dedicated carrier relations staff manage FTL transportation partners, negotiate delivery rates, as well as monitor freight market trends including advancing the data integration of Mansfield's supply and transportation network. Beyond direct Mansfield personnel, the DeliveryONE network also acts in service and support of Mansfield customers. The comprehensive North American coverage of the network allows for local support and redundancy in any given market so if the first or even second transportation option is unavailable due to capacity constraints then Mansfield can call on multiple other options to serve our customers. The company is also mindful of the flexibility needed to serve our diverse customer base ensuring that we have a variety of transportation options in most major markets including full transport, tank wagon, and mobile refueling capabilities as needed.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Customer orders are handled directly by Mansfield. Orders are typically received via email or phone with Mansfield offering 24/7/365 customer service coverage. Mansfield has also recently deployed online chat and ordering via the company's proprietary FuelNet portal, creating yet another ordering option for customer personnel. Deliveries are typically made within 24-48 business hours after order placement depending on customer needs and market conditions. No matter the method used to place orders, entry is handled by Mansfield's dedicated Customer Service team to ensure order accuracy. Any agreed upon product changes made during the contract year – such as those to address cold weather operability – will occur on a scheduled basis coordinated with customer operations to ensure no errant dispatches. All orders are reviewed daily by Mansfield's Customer Service and Dispatch teams to ensure information is correctly transmitted and accepted by Mansfield's delivery partners. Mansfield has organized its dispatch team into five geographic regions, each staffed with regional experts, to facilitate tailored expertise in every North American Market. The strong relationships these regional teams develop with Mansfield's carrier partners ensure Mansfield customers' fuel deliveries are treated with the highest priority. This group dispatches over 1.1 million deliveries scheduled annually across Mansfield's customer base. In addition to customer will call orders, Mansfield offers inventory management services to ensure automatic reordering of fuel without requiring any action by the customer; this allows agency staff to focus on other priorities. Mansfield can install the necessary equipment, typically for a nominal monitoring charge, for tanks with automatic tank gauges or utilize manually collected tank inventory levels from site personnel. Mansfield uses agreed-upon business rules to manage site inventory, including minimum safety stock, end-of-month inventory targets, secondary product levels, minimum delivery quantities, hours of operations, holidays, and more. Mansfield would also leverage historical data, factoring in established business rules, and schedule deliveries accordingly. Mansfield's regionally organized Inventory Management team tracks local market insights, including basis price changes and supply availability. This dedicated team manages 4,000 tanks across the U.S. and Canada.
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Mansfield's customer service program is spearheaded by a Customer Relationship Manager dedicated to each participating agency's account upon award. This position is responsible for managing the day-to-day relationship, acting as an advocate and ambassador within Mansfield, and as the first point of contact during ongoing operations. The Customer Relationship Manager works with internal teams to meet customer service requirements, monitoring the agreement to ensure accurate billing, to generate any needed reports, and handle other general customer service needs.

Mansfield's Customer Relationship Managers are organized geographically given the unique nature of the fuel market in certain parts of North America.

Customer Relationship Manager job responsibilities include, but are not limited to:

Relationship Management

- Develop and implement a regular communication strategy to connect with customers at the corporate and/or local level; communication should be focused on high-level customer satisfaction components
- Ensure smooth execution of operational initiatives and resolve operational challenges to drive higher levels of customer satisfaction.
- Ensure a consistent standard of excellence in the customer experience
- Assist in evaluating, and where applicable, improving Operational interactions with the customer
- Advocate for the customer and attain the necessary resources and attention to quickly resolve operational concerns and issues
- Lead periodic meetings with existing customers to review strategic priorities as defined by both the customer as well as Mansfield leadership, open projects, and current activities within the account, including annual reviews and the introduction of new support tools/reporting capabilities
- Lead and manage special customer projects involving complex processes and data requirements

Communication

- Establish productive, professional relationships with key personnel; align key capabilities of Mansfield with the key priorities of the customers and partners.
- Proactively work to understand customers' evolving fuels and logistics procurement landscape and engages key stakeholders to develop mutual performance objectives and critical milestones for quarterly review.
- Coordinate with various departments to ensure high-level operational issues are resolved completely and in a timely manner on behalf of the customer and to meet account performance objectives
- Autonomously identify, document, and implement best practices across all accounts.

New Business Integration

- Oversee integration of all new business including both new customers and new business for existing customers. This involves onboarding workflow meetings and the monitoring of account set-ups, account change forms, and reporting requirements
- Participate in external integration meetings for all new business (new and existing customers)
- Prepare business rules for new customers
- Ensure all account information is setup correctly for tax and billing purposes
- Verify that all customer requirements are met and then communicate start up process with the customer
- Provide expert advice on process improvement and creative alternatives for new business integration
- Ensure smooth execution of operational initiatives and resolves operational challenges to drive higher customer satisfaction.

Business/Technical Support

- Lead change initiatives, provide experienced input, and participate in scoping of new technical offerings to support complex customer needs
- Enhance customers' utilization experience of Mansfield Energy's technology offerings; focus should include the company website, FuelNet, and collaboration with BT for necessary permissions, passwords, security levels, etc. to drive overall support for customers' data needs
- Oversee customer contract compliance including terms and conditions, freight rate updates, fixed price allocations, etc. on a monthly basis

High-Level Issue Resolution

- Escalate complex issues appropriately to maintain superior customer satisfaction
- Proactively prepare strategies to prevent recurring issues from impacting customer retention

Additionally, Mansfield's sales team works with customers throughout the life of each agreement ensuring Mansfield meets each agency's strategic priorities. The Government Sales team is also organized geographically and responsibilities include, but are not limited to:

Relationship Management

- Prepare business rules for new customers
- Participate (by phone or in person) in new customer implementation meetings with customers
- Lead new customer implementation meetings with internal MOC departments
- Develop and implement a regular contact strategy to connect with existing customers

		- Lead bi-monthly meetings with existing clients to review open projects and current activities within the account; meetings will include project tracking for current items along with an annual summary of all items completed for the client in the past year - Conduct in-person meetings with the client on a quarterly basis to review open project items - Coordinate with Operations to ensure seamless interaction with the customer during on boarding - Establish productive, professional relationships with key personnel in assigned customer accounts - Coordinate the involvement of company personnel, including support, service, and management resources, in order to meet account performance objectives and customers' expectations - Proactively lead a joint company-strategic account planning process that develops mutual performance objectives, financial targets, and critical milestones - Proactively assess, clarify, and validate customer needs on an ongoing basis Account Retention - Coordinate customer interaction with other departments in MOC to ensure that the customer is delighted with Mansfield Oil and has a positive customer experience Account Growth - Stay current on MOC's solution portfolio by attending any available training and by having regular discussions with the appropriate product line manager on potential opportunities within assigned customers - Leverage the product line manager within MOC to coordinate a streamlined message to every existing client with regard to our product portfolio and service offerings - Educate customers on MOC's full portfolio of solutions - Identify growth opportunities with existing clients to market the full menu of MOC products and services - Lead solution development efforts that best address customer needs, while coordinating the involvement of all necessary company personnel Lastly, Mansfield believes that regular communication, transparency, and performance measurement foster any relationship. Two-way communication allows all parties to be engaged and involved in the decision-making process throughout the contract term. Communication is perhaps the single most vital aspect to developing a successful partnership that eventually enables Mansfield customers to achieve their strategic priorities and avoid critical problems. Accordingly, Mansfield has developed a quality control and assurance plan consisting of several metrics: - Accuracy: Track every order for accuracy to ensure the customer receives a perfect delivery and exact invoice. - Timeliness: Track every order for timeliness. This can be delivery window compliance or it could be the time it takes from delivery to receipt of invoice. - Carrier Scorecard: Mansfield tracks carriers for delivery window compliance, spills, and cross-drops. From an escalation standpoint, a customer's primary point of contact is the Customer Relationship Manager. This individual will be responsible for overseeing a customer's fuel management program in a prompt, proactive, and decisive manner.	
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. Identify the geographic areas of the United States that you will fully serve through the proposed contract.	As North America's largest delivered fuel supplier, Mansfield is fully capable and willing to serve all Sourcewell participating entities located throughout the United States. Mansfield's offices across the US ensure every customer receives localized service, supply and support. The corporate headquarters is stationed in Gainesville, GA with 9 other locations found in Doraville GA, Baton Rouge LA, Houston TX (2), Denver CO, Redlands CA, Mark, IL, Roseville MN, and Troy OH. Mansfield will work with representatives from participating entities in order to understand their energy needs and provide Mansfield's full suite of products and services where necessary. Mansfield can confidently serve every geographic area in the country through the proposed contract.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. Identify the geographic areas of Canada that you will fully serve through the proposed contract.	Mansfield's Calgary, Alberta office and dedicated Canadian sales and account management team is fully capable and willing to serve all Sourcewell participating entities throughout all 10 Canadian provinces. Mansfield will work with representatives from participating entities in order to understand their energy needs and provide Mansfield's full suite of products and services where necessary. Mansfield can confidently serve every geographic area in the country through the proposed contract.	*

32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas in the United States that Mansfield is unable to fully service through this proposed contract. In Canada, Mansfield of Canada ULC has not identified any Canadian geographic areas in which we are unable to fully service.	*
33	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Mansfield can confidently serve all of Sourcwell's participating entity sectors through the proposed contract assuming the credit-worthiness of each participating agency. Mansfield does have other cooperative agreements in place, however, those agreements will not hinder Mansfield from marketing the Sourcwell agreement to all participants.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Mansfield cannot identify any specific contract requirements or restrictions that would apply to participating entities located in Hawaii and Alaska. At this time, Mansfield does not currently operate in US Territories and is unable to service these areas.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Mansfield utilizes a variety of different marketing strategies to drive growth, including: Press Releases - Mansfield will use promotional media from our website and social media to drive attention to the Sourcwell contract Social Media - with over 13,000 followers, Mansfield is a thought leader on social media and can drive traffic to the Sourcwell contract via posts on LinkedIn and other sites. Webinars - Mansfield can host informational webinars for Sourcwell members and prospective members to share insights on market trends, product information, and more, leading to higher sign-ups. Mansfield already hosts a regular webinar cadence on market news and purchasing best practices where the Sourcwell contract could be incorporated. Direct Sales - Mansfield's sales force will utilize the Sourcwell contract in interactions with new government agencies to secure business. Conferences & Trade Shows - Mansfield's sales force will make specific mention of the Sourcwell contract at Government and other trade shows attended throughout the year including large conferences such as the Government Fleet Expo and NAFA conferences. FUELSNews Content - Mansfield can offer participating and prospective agencies access to our free fuel newsletter, FUELSNews, which contains market trend information, tips and tricks for improving purchasing, and more. This publication is distributed to 6,000+ subscribers daily and can also be found on the web at https://mansfield.energy/market-news. Mansfield often runs articles on purchasing best practices where the Sourcwell contract could be featured throughout the year. Please reference our attached Mansfield Fuel Proposal which features multiple examples of the marketing material we will use to promote this contract opportunity.	*

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Mansfield utilizes a wide array of digital mediums for enhancing marketing effectiveness: Social Media - with over 13,000 followers, Mansfield is a thought leader on social media and can drive traffic to the Sourcewell contract via posts and updates on LinkedIn, Twitter, and Instagram. Search engine optimization: Mansfield invests in search engine optimization and our website ranks on page 1 across several industry related keywords. Email Marketing - Mansfield utilizes email marketing to reach out to new customers and nurture prospects with information. As part of our email and digital market efforts, Mansfield can offer participating and prospective agencies access to our free fuel newsletter, FUELSNews, which contains market trend information, tips and tricks for improving purchasing, and more. This publication is distributed to 6,000+ subscribers daily and can also be found on the web at https://mansfield.energy/market-news. Mansfield often runs articles on purchasing best practices where the Sourcewell contract could be featured throughout the year. Online Webinars - Mansfield engages with potentials on webinars and tracks interactions during the event, providing more details that can help move a deal forward. Mansfield already hosts a regular webinar cadence on market news and purchasing best practices where the Sourcewell contract could be incorporated. Customer Relationship Management - Mansfield uses Dynamics CRM to track customer interactions and keep deals moving forward, to ensure that no customer ever falls through the cracks. The company also has a vast database of customer contacts and potentials that are candidates for the Sourcewell contract. Virtual Meeting Platforms - Mansfield sales representatives use MS Teams, Zoom, Webex and other platforms to connect virtually with customers.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Mansfield would take a collaborative approach with Sourcewell to promote the RFP with understanding that the majority of effort be undertaken by Mansfield. Our marketing and sales efforts will be communicated and coordinated with Sourcewell for mutual benefit, including the potential for joint press releases, shared social media content, and more. Mansfield believes such an approach will amplify the visibility of this new contract. Beyond coordinated marketing, a Sourcewell award will have dedicated sales representative responsible for pursuing new business and reaching out to potential prospects on a 1-to-1 basis. In the fuel space, this outside sales approach is necessary given the complexity of customer fuel programs and the need for a collaborative partnership to solve tough fuel problems. Cooperative contracts are a key component of Mansfield's government sales efforts; Mansfield's Government Sales and Account Management teams will be trained on the Sourcewell contract so that company representatives feel comfortable referring customers to Sourcewell whenever possible.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	In the fuel industry, e-procurement ordering is not common due to the complex and volatile nature of fuel sales. Fuel management programs are typically complex and our sales process is solutions based which lends procurement conversations to in-person meetings and phone or email messaging. That said, once a customer is onboarded, individual orders may be placed on Mansfield's FuelNet portal for fuel and DEF products in the US. Discovery work is underway to continue finding new and easier ways for customers to purchase more products online and in Canada.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Mansfield's commitment to customer education and support is unmatched within the fuel industry. Mansfield offers fuel industry training through a variety of avenues including our Daily FuelsNews publication which covers industry news and purchasing best practices; the company's regular Webinar cadence which covers fuel market updates and fuel management program best practices; white papers and case studies on our website www.Mansfield.Energy/Resources; and specialized, customer specific training in the form of Quarterly Business Reviews, lunch and learns, or other events. The latter guidance is hosted by the Mansfield Sales or Account Management team to cover customer specific training needs. This training is free or charge and is discussed with each customer during the onboarding process to ensure their specific needs are met. However training does not stop after onboarding, Mansfield offers an array of metrics and reporting options via FuelNet and Quarterly Business Reviews to discuss and recommend performance outcomes related to fuel spend reduction, transaction optimization, logistical recommendations, inventory management recommendations, delivery accuracy, and fuel and freight savings achievement.	*
40	Describe any technological advances that your proposed products or services offer.	Mansfield believes in taking cost and complexity out of the fuel supply chain with a focus and investment on technology. Mansfield wraps both enhanced services and transactional insights around every gallon through Mansfield's proprietary online customer portal, FuelNet. FuelNet is Mansfield's integrated online fuel management portal, providing instant access to view: - Invoices, PODs, & Transaction Data - Tax Summaries & Reporting - Online Ordering & Inventory Management - Fleet Card Administration FuelNet aggregates every facet of a fuel program into one simple reporting platform, enabling customers to manage their business efficiently and accurately from a single dashboard. Mansfield's proprietary FuelNet portal provides insight into transactional data around bulk fuel, LTL, retail, and DEF. Furthermore, Mansfield integrates retail and consigned fuel transactions into fuel delivery spend to consolidate billing and reporting within FuelNet's Fleet Console. Data can be aggregated at an enterprise level or by individual agency, all while providing dynamic filtering capability to drill down to specific locations, transactions, vehicles, and more. Access to timely and accurate operational information to support decision making has never been more important for fleet and fuel program managers. In addition to using the comprehensive analytics and fuel management tools, customers can also track and monitor data via the Reports Console which offers standard and customizable reporting options. FuelNet's Fuel Equipment Systems and Services module enables customers to poll and monitor tank inventory in real time, track repair and maintenance work orders for a specific location, or look at environmental compliance alarms and history. Mansfield has recently completed an initial round of updates to FuelNet's look and feel, with the next round of enhancements set to improve further upon the value that FuelNet delivers. Innovation is a constant focus for Mansfield as we help meet and exceed customer expectations around a best-in-class fuel management program.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Mansfield constantly seeks new ways to help our customers achieve their sustainability goals. From being an industry leader in the US and Canadian DEF markets, which offsets harmful NOx emissions, to supplying Biodiesel and Renewable Diesel, Mansfield is committed to helping customers lower their carbon emissions relative to petroleum based fuels. Mansfield is working with the largest fleets in North America to meet aggressive sustainability goals to lower carbon emissions. Higher ethanol blends in gasoline or increased biodiesel blends or renewable diesel use can offer significant lifecycle carbon emissions reductions versus petroleum diesel and even when compared to electrical vehicle options. Mansfield offers a robust suite of renewable diesel, biodiesel, and ethanol blends across the US and Canada.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	As part of our commitment to the environment, the Mansfield corporate office is LEED Silver certified by the U.S. Green Building Council.	*

43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Mansfield is committed to inclusivity and diversity and in its ordinary course of business strives to engage the services of Disadvantaged Business Enterprises and Small Business Enterprises as petroleum supply and delivery partners. At Mansfield, we believe that a diversity of viewpoints, experiences, and backgrounds creates long-term value for our customers and for the communities in which the company operates. While Mansfield is not a certified WMBE or SBE entity, Mansfield does work with a number of qualified WMBE or SBE partners nationally. Mansfield's Diverse Business Development (DBD) Program helps customers fulfill their Tier 1 and Tier 2 diversity spend requirements by giving unparalleled access to the fuel management capabilities of both Mansfield and its nationwide network of vetted DBE partners (MBE, WBE, DBE, SBE, SDVOSB, etc.). Mansfield offers the expertise and bandwidth necessary to provide comprehensive solutions while partnering with and strengthening DBE partners. Whether purchasing fuel in bulk or tank wagon quantities, buying retail or consigned – the DBE Program leverages Mansfield's operational support and experience to execute even the most complex fuel management strategies. By leveraging Mansfield's DBE fueling network, customers can be assured of receiving competitive fuel pricing, quality service, and industry-leading digital integration at every step.
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44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Mansfield differentiates itself from competitors through its comprehensive service, consistent innovation, and broad solutions. SERVICE As the largest delivered fuel supplier in North America, Mansfield offers a robust and reliable supply and delivery of fuel and related services across all 50 US States and the 10 Canadian provinces. Mansfield maintains a broad portfolio of procurement optionality to ensure reliable supply and competitive pricing in every market. Throughout the US and Canada Mansfield's entire suite of supply options are utilized to meet customer needs. The variety and comprehensive coverage of supply points reduces Mansfield's dependency on any one local fuel supply option and enables an optimal balancing of fuel costs. Maintaining diverse procurement sources and contracts ensures reliability and performance during volatile periods due to refinery outages, pipeline and terminal downtime, or natural disasters. Mansfield's supply chain provides significant security through contracted supply yet enables a fast, flexible approach to take advantage of market opportunities. Mansfield maintains commercial access to all third-party supply terminals in North America. This allows Mansfield the opportunity to buy from multiple supply points and providers both in markets local to customer demand but also surrounding markets in case of emergency. Customers across the country have benefited from this redundancy and flexibility as evidenced over the many years of reliable Mansfield supply to government agencies and first responders through natural disasters, weather events, refinery downtime, and infrastructure interruptions. Equally expansive is Mansfield's carrier base through our unique DeliveryONE network which brings together 1,500 transportation partners across North America in one single network to serve our customers. This allows for redundancy in any given market so if the first or even second transportation option is unavailable due to capacity constraints then Mansfield can call on multiple other options to serve our customers. The company is also mindful of the flexibility needed to serve our diverse customer base ensuring that we have a variety of transportation options in most major markets including full transport, tank wagon, and mobile refueling capabilities as needed. Through the comprehensive DeliveryONE network Mansfield ensures safe and reliable transportation options are readily available to customers. INNOVATION Mansfield wraps both enhanced services and transactional insights around every gallon through Mansfield's proprietary online customer portal, FuelNet. FuelNet is Mansfield's integrated online fuel management portal, providing instant access to view: - Invoices, PODs, & Transaction Data - Tax Summaries & Reporting - Online Ordering & Inventory Management - Fleet Card Administration FuelNet aggregates every facet of a fuel program into one simple reporting platform, enabling customers to manage their business efficiently and accurately from a single dashboard. Mansfield's proprietary FuelNet portal provides insight into transactional data around bulk fuel, LTL, retail, and DEF invoices. Mansfield integrates retail and consigned fuel transactions to consolidate billing and reporting within FuelNet's Fleet Console. Data can be aggregated at an enterprise state level or by individual agency, all while providing dynamic filtering capability to drill down to specific locations, transactions, vehicles, and more. SOLUTIONS Mansfield's entire suite of fuel management solutions is unmatched in the industry. Beyond the supply and delivery of standard fuel products, Mansfield also offers supply and delivery of renewable fuels, Diesel Exhaust Fluid (DEF) supply and logistics, fuel price risk management, fleet cards, fuel systems and equipment, fuel quality and additives, emergency response programs, fuel data management, and consigned fuel. Customers have the option to choose whatever services compliment their specific fuel management program and Mansfield's sales team is there to guide them on best practices specific to each situation. When a customer chooses Mansfield, they're joining over 8,000 other companies that have experienced the Mansfield difference. Through service, innovation, and broad fuel management solutions, Mansfield enhances our customers' competitiveness and service capabilities. At Mansfield, we're building relationships that matter through an unwavering commitment to add value to our customers.
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Mansfield offers industry standard warranties.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Mansfield fuel and services are warranted, but fuel can become tainted if it sits for too long (for various reasons) or a customer's tank is not properly maintained. Mansfield warrants the fuel will meet specifications upon delivery, but not that it will maintain the required specifications in perpetuity.	*
47	Will you cover warranty service for products produced by others that are part of your proposal, or are warranty issues typically passed on to the producer?	Mansfield warrants the fuel will meet specifications, regardless of the producer.	*
48	Describe any service contract options for the items included in your proposal.	Mansfield may contract our services with local commons carriers to deliver fuel products and local vendors to perform equipment services.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
49	Describe any performance standards or guarantees that apply to your services	Mansfield will deliver fuel products that meet federal, state, and local industry standards. Mansfield fuel products meet all ASTM industry and commercial pipeline standards for fuel quality.	*
50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Mansfield believes that regular communication, transparency, and performance measurement foster any relationship. Two-way communication allows all parties to be engaged and involved in the decision-making process throughout the contract term. Communication is perhaps the single most vital aspect to developing a successful partnership that eventually enables Mansfield customers to achieve their strategic priorities and avoid critical problems. Accordingly, Mansfield has developed a quality control and assurance plan consisting of several metrics: - Invoice Accuracy and Timeliness: Mansfield tracks every invoice for accuracy to ensure the customer receives an exact invoice. FuelNet automatically tracks invoice accuracy and timeliness by customer so that Mansfield self-reports its performance in this category. Example metrics tracked are: days to invoice, invoice credit/rebill %, specific reason code for invoice errors, etc. - Delivery/Operations Metrics: Track every delivery for timeliness to ensure no late deliveries, track loads rolled from one day to the next, customer runouts, inventory managed sites <10% inventory levels, etc. - Carrier Scorecard: Mansfield tracks carriers for delivery window compliance, spills, cross drops, and Compliance/Safety/Accountability reviews.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
51	Describe your payment terms and accepted payment methods.	Standard payment terms are Net 30 days from the date of invoice though Mansfield can accommodate other payment terms at the request of the customer. Additional savings or charges may apply. Acceptable payment methods are as follows: 1. ACH Payment 2. Wire Payment 3. Electronic Funds Transfer (EFT) Authorization Agreement 4. Check 5. Credit Card (Processing Fee will be Assessed)
52	Describe any financing options available for use by educational or governmental entities.	Financing options are available for all Mansfield customers and are handled on a case-by-case basis to determine what will work best for all parties involved. Mansfield will partner with Sourcewell participating entities to understand their needs and will present the best path forward. All financing options are contingent upon a credit approval process. In addition to offering financing opportunities, Mansfield's Consigned Fuel Program may be an appealing option for entities looking to free-up cashflow, obtain transaction-level reporting, and provide automatic accruals and cost distribution where necessary. The Consigned Fuel Program is tailored for savings goals and entity-specific requirements. Mansfield will help entities design a best-practice program, providing significant bulk fuel savings and accountability enterprise-wide. How the Mansfield Consigned Fuel Program Works: Mansfield owns the fuel inventory in a customer's fuel tanks and only bills the customer once it's pumped into the vehicle. With remote access to card readers and tank gauges, Mansfield inventory specialists track fuel levels to maintain adequate supply and tank compliance. Mansfield bills entities separately as they pump fuel into the vehicle, automatically delivering transaction details to support invoices. Agencies may allow other entities to use their tank or restrict access to just company-owned equipment, Mansfield can accommodate single or multi-agency billing on behalf of the customer. The program is streamlined, automated, and concise to help companies account for usage across multiple entities.
53	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	The Mansfield Team provides partners with two important standard transaction documents. The first is the Site Survey Form, which is provided to customers to understand as much about their physical fueling sites as possible. Mansfield wants to provide all customers with safe service, and a big part of that process is understanding the equipment and layout of each location. This form enables participating entities to identify site contacts, equipment on location, preferred delivery times, etc. In addition, Mansfield also provides customers with a Mansfield Order Form. While not required, this detailed form can be completed by site personnel when they'd like to schedule deliveries. Mansfield has the capabilities and the experience to remotely monitor fuel tanks and inventory manage locations with ease, however, if customers choose to have a more hands-on approach, the Mansfield Order Form provides them with everything they need to request their fuel. Please reference both forms attached in the Documents section of our response.
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Mansfield will accept purchases on general p-card programs at a fee of 3.5% based off the entire invoice amount.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can

be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
55	Describe your pricing model (e.g., quoted adjustment from index or benchmark, line-item, product-category percentage discounts, or a combination of methods). Upload your pricing materials (if applicable) in the document upload section of your response.	Mansfield proposes pricing fuel off the widely accepted benchmark OPIS index while pricing freight and transportation charges at cost as a pass through to the customer. Because delivery requirements vary by region, customer needs, and specific site requirements this pass-through approach allows for the most comprehensive market coverage across North America. For fuel, Mansfield can offer all available fuel products corresponding to a customer's local Daily or Weekly OPIS Gross Contract Average feed plus a not-to-exceed differential. The not-to-exceed differential varies depending on the supply and delivery method required for the fuel. The not-to-exceed differential for fuel via a full-size Transport truck (18-wheeler) will be billed at a participating entity's local OPIS Index City OPIS Gross Contract Average feed plus a one cent per gallon (or per liter in Canada) differential for the respective product*. The not-to-exceed differential for fuel via a Tankwagon truck will be billed at the participating entity's local OPIS Index City OPIS Gross Contract Average posting plus a ninety-nine cent per gallon (or per liter in Canada) differential for the respective product*. Potential discounts and price adjustments may be negotiated on a case-by-case basis with the entity that is joining the contract. For freight, Mansfield proposes a straight pass-through at Mansfield's costs of all transportation and freight charges for delivery. Please note that due to government regulations, Mansfield is only able to offer Renewable Diesel for transportation fuel use. Additionally, all Renewable Diesel is quoted for delivery in the same state as the origin terminal. *Unless otherwise agreed upon by Mansfield, Renewable Diesel fuel is to be priced off the respective CARB Ultra Low Sulfur Diesel or Ultra Low Sulfur Diesel index for the local OPIS Index City. At the time of the contract response, many cities either do not have a renewable diesel OPIS posting or there are too few suppliers considered in the index. Accordingly, industry standard is to price Renewable Diesel off the respective CARB Ultra Low Sulfur Diesel or Ultra Low Sulfur Diesel index. All taxes will be passed through as a line item. All delivery fees will be passed through as a line item.

56	If your pricing model includes quoted adjustment from index or benchmark, identify the applicable index(es) or benchmark(s) for Sourcewell Participating Entities by region, delivery method, and product type. Detailed pricing data is to be included in Proposer's pricing upload materials (including the stated index or benchmark, adjustment discount or increase, frequency of index or benchmark update [daily, weekly, etc.], delivery method alternative pricing, freight, additional charges, etc.) on all of the items that you want Sourcewell to consider as part of your RFP response.	Mansfield proposes pricing fuel off the widely accepted benchmark OPIS index while pricing freight and transportation charges at cost as a pass through to the customer. Because delivery requirements vary by region, customer needs, and specific site requirements this pass-through approach allows for the most comprehensive market coverage across North America. For fuel, Mansfield can offer all available fuel products corresponding to a customer's local Daily or Weekly OPIS Gross Contract Average feed plus a not-to-exceed differential. The not-to-exceed differential varies depending on the supply and delivery method required for the fuel. The not-to-exceed differential for fuel via a full-size Transport truck (18-wheeler) will be billed at a participating entity's local OPIS Index City OPIS Gross Contract Average feed plus a one cent per gallon (or per liter in Canada) differential for the respective product*. The not-to-exceed differential for fuel via a Tankwagon truck will be billed at the participating entity's local OPIS Index City OPIS Gross Contract Average posting plus a ninety-nine cent per gallon (or per liter in Canada) differential for the respective product*. Potential discounts and price adjustments may be negotiated on a case-by-case basis with the entity that is joining the contract. For freight, Mansfield proposes a straight pass-through at Mansfield's costs of all transportation and freight charges for delivery. Please note that due to government regulations, Mansfield is only able to offer Renewable Diesel for transportation fuel use. Additionally, all Renewable Diesel is quoted for delivery in the same state as the origin terminal. *Unless otherwise agreed upon by Mansfield, Renewable Diesel fuel is to be priced off the respective CARB Ultra Low Sulfur Diesel or Ultra Low Sulfur Diesel index for the local OPIS Index City. At the time of the contract response, many cities either do not have a renewable diesel OPIS posting or there are too few suppliers considered in the index. Accordingly, the industry standard is to price Renewable Diesel off the respective CARB Ultra Low Sulfur Diesel or Ultra Low Sulfur Diesel index. All taxes will be passed through as a line item. All delivery fees will be passed through as a line item.
57	If your pricing model includes line-item or product-category percentage discounts, quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. Detailed pricing data is to be included in Proposer's pricing upload materials (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response.	Mansfield will pass along at cost (no markup or margin added) all freight charges and taxes; on the invoice the freight charges can either be billed as a line item or rolled up into the product cost. Because delivery requirements vary by region, customer needs, and specific site requirements this pass-through approach allows for the most comprehensive market coverage across North America. Estimated freight and tax quotes may be provided to each entity interested in participating in the contract, however, the actual cost of freight and taxes will be passed through at cost.
58	Describe any volume or quantity discounts or rebate programs that you offer.	There are no aggregate volume or quantity discounts or rebate programs. Any and all volume discounts will be discussed on a case-by-case basis with each participating entity. The quoted not-to-exceed price is applicable unless otherwise negotiated.

59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For fleet cards associated with a customer's fuel management program, Mansfield offers a rebate to each participating agency of .85% off the retail fuel price. For high volume fleet card prospects, Mansfield may be able to offer a larger rebate but will never offer a rebate less than .85%. Mansfield offers fixed price fuel hedging and risk management. Because this pricing is dependent on the fuel market and specific customer needs at the time the quote is generated, Mansfield is unable to offer a price for this service in this RFP response. However, Mansfield will discuss pricing with each interested agency. For fixed price fuel hedging Mansfield is also willing to fix the customer's freight costs. The purchase of any fuel additives requested will be billed at cost plus \$.0050/gallon or liter. For bulk DEF deliveries over 250 gallons, Mansfield offers cost plus \$.10 per gallon or liter. Mansfield offers any other "sourced" products or related services at cost plus 15%.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like set-up, mandatory training, split-load or multiple drop site charges, unscheduled, expedited or emergency delivery fees, dye charges, or taxes. Identify any parties that impose such costs and their relationship to the Proposer.	All freight accessorial charges incurred such as split-deliveries (multiple drop site charges), pump-off fees, minimum freight fees (for orders under a full truckload), demurrage at customer sites, and expedited or emergency delivery fees will be passed along at cost to a participating agency. These fees are charged to Mansfield by local delivery subcontractors at negotiated rates and will be passed along at no mark up to an agency only as incurred during a delivery. The purchase of any fuel additives requested will be billed at cost plus \$.0050/gal or liter. All applicable taxes will be passed along and billed as a line item. Given the broad coverage of this contract and the numerous federal, state, and local taxes it's impractical to specifically list each potential tax.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Mansfield utilizes a diverse network of 1,500 third-party delivery partners to ensure reliable and cost-competitive deliveries in every market. Mansfield's Carrier Relations team thoroughly vetts each of these partners to ensure safety, performance history, market operations and capacity, flexibility to adjust to market conditions, electronic capabilities, financial durability, and competitive pricing. Mansfield's Carrier Relations team frequently issues competitive bidding for the company's freight lanes and relies on an electronic bidding engine to procure freight. Since all base freight rates and associated delivery charges will be passed along at cost as incurred, this means customers will be charged the same negotiated rates that Mansfield receives from its carriers. Delivering nearly 3 billion gallons of fuel products per year, customers can rest assured that Mansfield receives extremely competitive pricing as a preferred vendor of its transportation partners.	*
62	Specifically describe freight, shipping, and delivery terms or programs applicable to Sourcewell Participating Entities in Alaska, Hawaii, and Canada.	Freight, shipping, and delivery terms or programs do not differ for participating entities in Alaska, Hawaii, and Canada. All freight charges, including the base rate and any accessorial fees incurred, will be billed at cost to participating agencies. Because delivery requirements vary by region, customer needs, and specific site requirements this pass-through approach allows for the most comprehensive market coverage across North America.	*

63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Beyond carrier coverage in all commercial fuel markets across North America, Mansfield is also mindful of the flexibility needed to serve our diverse customer base. Accordingly, the company ensures that we have a variety of transportation options in most major markets including full transport, tank wagon, and mobile refueling capabilities as needed. Mansfield offers delivery to a wide array of tanks from large bulk storage tanks all the way to smaller generator fills and mobile wet hosing directly to fuel vehicles. Additionally, given Mansfield's established history of supplying government entities and first responders, the company understands prioritizing fuel for essential services. Mansfield's standard Business Continuity Plan document – a copy of which is attached to this proposal – illustrates the thoroughness with which Mansfield approaches an impending event and will serve as operating protocol should any such event threaten customer fueling operations. Further, Mansfield has developed and managed emergency preparedness plans for customers nationwide and can work with participating agencies to tailor a program specific to their needs.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
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65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Over the course of its 65-year history Mansfield has successfully onboarded hundreds of government customers. Onboarding a new customer involves collaboration between agency stakeholders and Mansfield as both parties determine the optimal execution strategy. The success of a contract's transition will be determined in part by the cooperative communication between Mansfield and each participating agency. To initiate an onboarding, Mansfield convenes an internal onboarding meeting to review the scope of the negotiated agreement, align stakeholders on the requirements, and plan for execution based on the specifications of the contract. This meeting would include the key stakeholders outlined in this proposal, as well as the front-line staff responsible for cascading a customer's requirements across the organization. Mansfield has a prescriptive onboarding program which is overseen by the company's Governance team that handles and approves all customer inputs into the firm's ERP system. It is critical for the process to be followed in its entirety to ensure each customer is successfully onboarded. The process utilizes Microsoft Power Apps to push information and workflows through several Mansfield departments to: - Ensure Mansfield is providing a first-class customer experience. - Bring together all departments with a common goal and purpose to hold each other accountable. - Ensure the customer is onboarded properly with operational precision so that all ordering, dispatching, and billing processes are seamless. There are various steps in the process that must be followed: 1. Credit Application Initiation 2. Credit Review and Approval 3. CRM Assignment 4. Pre-Onboarding 5. Internal Onboarding Meeting 6. Onboarding Form Completion 7. Governance Approval 8. Tax Approval 9. Department Notifications 10. Price Letter Setups 11. 1/30/60/90 Day Customer Reviews The Mansfield Sales and Account Management teams work diligently to guarantee this process is followed and completed efficiently, which enables us to ensure all Sourcewell participating entities obtain the proper pricing. Additionally, Mansfield works with a number of entities who request specific reporting requirements and administrative fee payments - accordingly, Mansfield's Account Management team works closely with our Business Analytics data team to develop auto-generated reporting for each specific contract that needs to be tracked. Any new participating agency can simply be added to this report upon contract setup. This creates accurate and repeatable reporting capabilities to ensure the proper gallons are reported and administrative fees paid.
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66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Mansfield believes that regular communication, transparency, and performance measurement foster any relationship. Two-way communication allows all parties to be engaged and involved in the decision-making process throughout the contract term. Communication is perhaps the single most vital aspect to developing a successful partnership that eventually enables Mansfield customers to achieve their strategic priorities and avoid critical problems. Accordingly, Mansfield has developed a quality control and assurance plan consisting of several metrics that can be summarized in the below buckets: - Invoice Accuracy and Timeliness: Mansfield tracks every invoice for accuracy to ensure the customer receives an exact invoice. FuelNet automatically tracks invoice accuracy and timeliness by the customer so that Mansfield self-reports its performance in this category. Example metrics tracked are days to invoice, invoice credit/rebill %, specific reason code for invoice errors, etc. - Delivery/Operations metrics: Track every delivery for timeliness to ensure no late deliveries, track loads rolled from one day to the next, customer runouts, inventory managed sites <10% inventory levels, etc. - Carrier Scorecard: Mansfield tracks carriers for delivery window compliance, spills, cross drops, and Compliance/Safety/Accountability reviews.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. The administrative fee is calculated on total sales under the Contract and may be expressed as a percentage, per-unit or flat fee; it is not a line-item addition to the Participating Entity's cost of goods. (See the RFP and template Contract for additional details.)	Mansfield proposes a \$0.0050 per gallon (or per liter in Canada) administrative fee that the company will pay to Sourcewell for all fuel sold during the duration of this contract. Mansfield wants to ensure the success of this contract and believes a competitive, market based administrative fee is necessary to promote contract growth.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Mansfield is offering supply and delivery of all formulations, grades, and blends of motor vehicle, aviation, and heating fuels commercially and readily available across the U.S. and Canada. This is inclusive of traditional petroleum-based fuels such as motor gasoline and diesel, but also alternative and renewable fuels such as ethanol, biodiesel, renewable diesel or gasoline, etc. and associated blends. Given the number of individual products included in this offering it is impractical to list all detailed product specifications in this response; however, Mansfield will deliver fuel products that meet all industry quality specifications while also complying with federal, state, or local fuel requirements. Mansfield is offering full truck transport, tank wagon truck transport, and mobile refueling truck delivery methods depending on customer needs. Mansfield is offering the below related services, please see Mansfield's Pricing Sheet for more details: - Fixed price fuel hedging risk management to lock in fuel prices or fuel price ranges. - Diesel Exhaust Fluid (DEF) bulk supply and supply of pallets and totes. - Fuel cards for retail or backyard use as part of a comprehensive fuel management program. - Fuel equipment systems and services including inventory management, fuel card transaction management, equipment repairs/maintenance/builds, and fuel additives and pre-emptive product quality programs. - Customer specific emergency preparedness/response programs. - Consigned fuel programs whereby Mansfield owns the fuel in customer tanks and only bills fuel as it is dispensed into vehicles.	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There are no applicable subcategory titles.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Vehicle and equipment fuels, fluids, gases, gasolines, or additives (identify applicable formulations, grades, and blends in pricing upload material)	☒ Yes ☐ No	Please reference pricing sheet attached to response.	*
71	Aviation fuels, fluids, gasolines, or additives (identify applicable formulations, grades, and blends in pricing upload material)	☒ Yes ☐ No	Please reference pricing sheet attached to response.	*
72	Heating fuels or gases (identify applicable formulations, grades, and blends in pricing upload material)	☒ Yes ☐ No	Please reference pricing sheet attached to response.	*
73	Hybrid or alternative fuels (identify applicable hybrid or alternative fuel types in pricing upload material)	☒ Yes ☐ No	Please reference pricing sheet attached to response.	*
74	Support services related to the supply and delivery of the products described in Lines 70 - 73 above.	☒ Yes ☐ No	Please reference pricing sheet attached to response.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
75	Describe your ability to fuel a mixed fleet during the same route.	Mansfield has the resources and years of fuel industry experience to successfully fuel a mixed fleet during the same route. Given Mansfield's consultative approach, the Sales team will work with Sourcwell participating entities to determine their fueling needs and the best methodology for distributing fuel throughout their locations.	*
76	Describe any emergency fueling programs you offer.	As a fuel supplier to government, commercial, and retail clients throughout the United States and Canada, Mansfield maintains a thorough Emergency Response Program including redundant operations centers and data backup. When emergency situations occur, Mansfield is there to provide for its contractual customers. Mansfield can quickly mobilize fuel from non-impacted areas to long-haul into areas experiencing a natural disaster or supply disruption, leveraging its unmatched nationwide network of supply and transportation. In case of any unexpected event, Mansfield can rely on its broad fuel and freight procurement network to procure fuel throughout surrounding markets. Through its proprietary DeliveryONE network of over 1,500 transportation providers nationwide, Mansfield maintains multiple relationships with carrier partners in all major markets. If the primary carrier is ever unavailable, Mansfield can call upon a network of other providers to step in. This is especially important when natural disasters strike or unexpected supply options occur. When interruptions to the fuel supply chain happen, Mansfield has redundancy to overcome those challenges and keep customers supplied. Lastly, given Mansfield's established history the company understands prioritizing fuel for essential services. Mansfield's standard Business Continuity Plan document – a copy of which is attached in the Documents section – illustrates the thoroughness with which Mansfield approaches an impending event and will serve as operating protocol should any such event threaten agency fueling operations. Further, Mansfield has developed and managed tailored emergency preparedness plans for customers nationwide and can work with interested agencies to do the same.	*
77	Describe your carrier network.	Mansfield offers bulk fueling, tank wagon fills, and mobile refueling options with its vast network of third-party carriers to meet customers' transportation needs. Mansfield sells nearly 10 million gallons of fuel every day with a distribution network of 900 transport truck carrier partners, 600 tank wagon partners, and 140 mobile refueling organizations. Mansfield's Carrier Relations team thoroughly vets each of these partners to ensure operational excellence, safety, financial durability, and competitive pricing. Every delivery is tailored to the customer's exact specifications and monitored for safety and quality. This service network provides the redundancy and scale required to ensure Mansfield customers are never out of fuel.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Mansfield Pricing Sheet.pdf - Thursday December 15, 2022 14:55:34
 - [Financial Strength and Stability](#) - Financial Strength & Stability.zip - Thursday December 15, 2022 13:24:01
 - [Marketing Plan/Samples](#) - Marketing Plan & Samples.zip - Thursday December 15, 2022 14:07:30
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Thursday December 15, 2022 14:09:05
 - [Upload Additional Document](#) - Mansfield Business Continuity Plan.pdf - Thursday December 15, 2022 14:09:17

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Dan Luther, Vice President, Government Sales, Mansfield Oil Company of Gainesville, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Fuel_Delivery_RFP_121522 Tue November 8 2022 12:16 PM	☒	1

ROUTING SHEET

**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	287
ProjectSchedule Delivery Date	1/7/2026 6:00 AM
Technical Specs attached	No
Scope of Work attached	No

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: PENNAMAN, ALGER
Title: FLEET ASSET MANAGER
Ext: 8480

B. Name of Project, Service or Product:

Diesel Fuel with DEF option

C. Justification of Procurement:

The purpose and intent of this document is to acquire a contract with a fueling company to provide the agency with the appropriate diesel fuel and DEF fluid for the next 2 years. The estimated quantity of diesel fuel consumed by the RTA is estimated at 1.9 million gallons per year (~5,200 gals daily). The estimated quantity consumption for DEF is estimated to be 31,000 gallons per year (~597 gals weekly).

D. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant?

Director of Grants / Federal compliance:	
Signature	
Date	

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

Additional Safety Requirements Attached

false

Chief	Michael J Smith
Signature	Michael J Smith
Date	September 17 2025

ROUTING SHEET

Risk Management:

Include Standard Insurance Provisions Only?

true

Include Additional Insurance Requirements Attached ?

false

Risk Analyst	Management	Marc L Popkin
Signature		Marc L Popkin
Date		September 17 2025

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: \$8,262,260.23

Total Projected Cost: \$8,262,260.23

Funding Type: State

Grants or Capital Project ID:

Federal Funding	State	Local	Other
	\$8,262,260.23		
Projected Fed Cost	State	Local	Other
	\$8,262,260.23		

FTA Grant IDs	Budget Codes
	01-4300-02-8020-031-01-00-00000-00000
	01-4300-02-8070-031-01-00-00000-00000
	01-6100-02-8020-031-07-00-00000-00000

Funds allocated by multi-year and budget codes:

Year	Amount	Budget Code
Year-1	\$7,801,326.18	01-4300-02-8020-031-01-00-00000-00000
Year-2	\$75,200.84	01-4300-02-8070-031-01-00-00000-00000
Year-3	\$385,733.21	01-6100-02-8020-031-07-00-00000-00000
Year-4		
Year-5		

ROUTING SHEET

Total all years	\$8,262,260.23	
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Budget Analyst	Erin Ghalayini
Signature	<i>Erin Ghalayini</i>
Date	September 17 2025

G. DBE/SBE GOAL:

% DBE	0
% Small Business	0

Director of Small Business Development:	Adonis C Expose
Signature	<i>Adonis C Expose</i>
Date	September 17 2025

DBE/EE Manager	Adonis C Expose
Signature	<i>Adonis C Expose</i>
Date	September 17 2025

H. Information Technology Dept. vetting.

IT Director	Sterlin J Stevens
Signature	<i>Sterlin J Stevens</i>
Date	9/18/2025 2:06 AM

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

Department Head	Jacques Robichaux Sr.
Signature	<i>Jacques Robichaux Sr.</i>
Date	September 17 2025

Chief	Ryan Moser
Signature	<i>Ryan Moser</i>
Date	September 17 2025

Director of Procurement	Ronald Gerard Baptiste
Signature	<i>Ronald Gerard Baptiste</i>
Date	September 18 2025

FOR PROCUREMENT USE ONLY

ROUTING SHEET

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.

	Required if Total Cost above \$15K
Chief Financial Officer	Gizelle Johnson-Banks
Signature	<i>Gizelle Johnson-Banks</i>
Date	September 21 2025

	Required if Total Cost above \$50K
Chief Executive Officer	Lona Edwards Hankins
Signature	<i>Lona Edwards Hankins</i>
Date	September 22 2025



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 25-120

Board of Commissioners

Contract Award to Gerry Lane Chevrolet for the Purchase of Transit Police Vehicles

DESCRIPTION: Purchase four Transit Police SUV units	AGENDA NO:
ACTION REQUEST: ☒ Approval ☐ Review Comment ☐ Information Only ☐ Other	

RECOMMENDATION:

To authorize the Chief Executive Officer to purchase four (4) Transit Police SUVs upfitted for with the necessary provision needed for law enforcement in the amount not to exceed \$233,230.72.

ISSUE/BACKGROUND:

The agency has a commitment to provide our local transit police with the squad units needed for any law enforcement activities requested by the RTA. Each unit will aid each officer in compliance with the Louisiana Commission on Law Enforcement.

DISCUSSION:

The vehicle purchase from Gerry Lane Chevrolet under Louisiana state contract (contract number 4400023794) will replace the four (4) active police vehicles currently used by the agency's police force. This purchase utilizes the available funds efficiently and responsibly.

FINANCIAL IMPACT:

Funding is available through grant LA2022-022 in the amount of \$233,230.72 for the vehicles.

NEXT STEPS:

Once approved staff will issue a purchase order and continue to develop the purchase of the vehicles.

ATTACHMENTS:

1. Resolution
2. LA State Contract (4400023794)
3. Routing approval
4. Gerry Lane Order Sheet

Prepared By: Alger Pennaman II
Title: Fleet Asset Manager

Reviewed By: Ryan Moser
Title: Chief Asset Management Officer

Reviewed By: Gizelle Banks
Title: Chief Financial Officer



Lona Edwards Hankins
Chief Executive Officer

10/6/2025

Date



RESOLUTION NO. _____

FILE ID NO. 25-120

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO AWARD A CONTRACT TO GERRY LANE CHEVROLET FOR TRANSIT
POLICE VEHICLES**

Introduced by Commissioner _____, seconded by Commissioner
_____.

WHEREAS, the Chief Executive Officer of the Regional Transit Authority (RTA) has identified the need to procure four (4) vehicles for use by the Transit Police; and

WHEREAS, the RTA is committed to providing its Transit Police with reliable vehicles necessary to perform law enforcement functions in support of agency operations; and

WHEREAS, the procurement of these vehicles from Gerry Lane Chevrolet under the State of Louisiana Contract No. 4400023794 represents the most cost-effective method of acquisition; and

WHEREAS, the vehicles will be upfitted in accordance with the standards of the Louisiana Commission on Law Enforcement to ensure compliance and promote public safety; and

WHEREAS, staff has reviewed and evaluated the vendor's cost proposal and determined the pricing to be fair, reasonable, and in the best interest of the agency; and



RESOLUTION NO. _____

Page 2

WHEREAS, funding for the contract is made available through Grant LA2022-022-11.42.11 under account codes 01-0000-00-1513-00-00-00000-00000 (support service vehicles) in a not to exceed **TWO HUNDRED THIRTY-THREE THOUSAND TWO HUNDRED THIRTY DOLLARS AND SEVENTY-TWO CENTS (\$233,230.72)**; and

NOW, THEREFORE, BE IS RESOLVED, that the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, is authorized to award a contract to Gerry Lane Chevrolet for four transit police vehicles.

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

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE Choose an item. **DAY OF SEPTEMBER, 2025.**

FRED A. NEAL, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS



STATE OF LOUISIANA

Competitive Contract

Vendor: 310012432
Company
GERRY LANE CHEVROLET/GM FINANCIAL
DIV OF GERRY LANE ENTERPRISES
6505 FLORIDA BLVD
BATON ROUGE LA 70806
Phone : 2259264600
Fax : 2252160847

T Number: 90865
Version: 11
LAPS Contract: No
Fiscal Year: 2022
Min.Ord.Value: 0.00
Distributor Contract: No
PCard:No
Co-op Agreement:Yes

Contract number: 4400023794
Description: Vehicles, Statewide

SEBD Vendor: No
SEHI Vendor: No
VSE Vendor: No
DVSE Vendor: No
Contract Valid Dates:
03/01/2022 - 10/31/2025

Buyer Information

Name: AMY GOTREAU
Tel Number: 225-342-9200
Email: amy.gotreaux@la.gov

Delivery: 365 Days After Receipt of Order

Supplier Text:

=====

AMENDMENT NO. 5
Date Issued: 11/1/2023

Contract amended to add lines awarded from RFx 3000021523:

Add:
Police & First Responder: Line 4
Sport Utility: Line 54

This amendment is effective for a period beginning November 1, 2023 and ending October 31, 2026.

=====

AMENDMENT NO. 4
Date Issued: 6/1/2023

Contract amended to add lines awarded from RFx 3000020682:

Add:
Sedan: Line 52
Sport Utility: Lines 55, 56, 57, 58

Recommending Approval: _____

Approved by: _____

Contract number: 4400023794 T Number: 90865	Vendor: 310012432 Distributor Contract: NO	Page 2 of 5
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Van: Lines 60, 61, 63, 64
Truck: Lines 69, 70/71/72, 73/74/75, 76/77/78, 82/83/84

This amendment is effective for a period beginning June 1, 2023 and ending May 31, 2026.

AMENDMENT NO. 3
Date Issued: 10/31/2022

Contract amended to add lines awarded from RFx 3000019775:

Add:
Police & First Responder: Lines 5, 11, 15
Sedan: Line 52
Sport Utility: Lines 55, 57
Truck: Lines 76/77/78

This amendment is effective for a period beginning November 1, 2022 and ending October 31, 2025.

AMENDMENT NO. 2
Date Issued: 8/9/2022

Contract amended from RFx 3000018672 to remove lines, bid withdrawn.

Remove:
Truck: Lines 70/71/72

This amendment is effective for a period beginning August 9, 2022.

AMENDMENT NO. 1
Date Issued: 6/16/2022

Contract amended to add lines awarded from RFx 3000018672:

Add:
Truck: Lines 70/71/72

This amendment is effective for a period beginning June 16, 2022 and ending June 15, 2025.

AWARD
Date Issued: 3/1/2022

Awarded from RFx 3000017878.

Truck: Lines 73/74/75, 76/77/78, 85/86, 87/88, 89/90

Award is effective for a period beginning March 1, 2022 and ending February 28, 2025.

Contract number: 4400023794 T Number: 90865	Vendor: 310012432 Distributor Contract: NO	Page 3 of 5
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*** IMPORTANT NOTE: At this time, none of the manufacturers are accepting orders, which in turn means the dealerships cannot accept any POs at this time. Notification will be sent through ListServ when ordering is opened.

This is a Statewide Contract for the State of Louisiana to furnish vehicles.

Contract Documents Include:

Attachment A – Special Terms & Conditions – Pages 1-5

Attachment B – Specifications – Pages 1-6

Attachment C – Vehicle Information – Pages 1-3

Please visit our website at <http://fleet.la.gov> to view all vehicles on State contract. The most current vehicle pricing, order sheets, and ordering instructions can be found there.

This contract has been designated as a cooperative purchasing opportunity. Quasi State#Agencies or other Political Subdivisions of the State, agencies of the United States government, and other buying organizations not located in this state which, if located in this state, would qualify as a public procurement unit may utilize this contract.

Notice to Vendor:

Line	Material No. ----- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
1		Vehicles, Statewide	25101500		0.00000	

Contract number: 4400023794 T Number: 90865	Vendor: 310012432 Distributor Contract: NO	Page 4 of 5
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Standard Terms and Conditions

1. THIS IS NOT AN ORDER TO SHIP (OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE ISSUING AGENCY PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE IV AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

8. IN ACCORDANCE WITH LA R.S. 39:1602.1, FOR ANY CONTRACTS WITH A VALUE OF \$100,000 OR MORE AND FOR ANY VENDOR WITH 5 OR MORE EMPLOYEES, THE VENDOR CERTIFIES THAT IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL AND IT WILL, FOR THE DURATION OF ITS CONTRACTUAL OBLIGATIONS, REFRAIN FROM A BOYCOTT OF ISRAEL.

9. CONTRACT CANCELLATION

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS: (A) MISREPRESENTATION BY THE CONTRACTOR; (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE OF LOUISIANA; (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA. R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS; OR, (F) ANY LISTED REASON FOR DEBARMENT UNDER LA. R.S. 39:1672.

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION: OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS; (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP

Contract number: 4400023794 T Number: 90865	Vendor: 310012432 Distributor Contract: NO	Page 5 of 5
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TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING NON-EXCLUSIVE REASONS: (A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; OR, (C) ANY OTHER BREACH OF CONTRACT.

ROUTING SHEET

**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	281
ProjectSchedule Delivery Date	3/1/2026 6:00 AM
Technical Specs attached	Yes
Scope of Work attached	No

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: PENNAMAN, ALGER
Title: FLEET ASSET MANAGER
Ext: 8480

B. Name of Project, Service or Product:

4- Transit Police Vehicles

C. Justification of Procurement:

Transit police fleet is in need of four new service trucks. The transit police fleet has reached its end of life period.

D. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant?

Yes

Director of Grants / Federal compliance:	Alisa P Maniger
Signature	<i>Alisa P Maniger</i>
Date	September 24 2025

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	September 24 2025

Risk Management:

ROUTING SHEET

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	September 24 2025

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: \$267,482.64

Total Projected Cost: \$233,230.72

Funding Type: Federal

Grants or Capital Project ID: 2022-FL-03

Federal Funding	State	Local	Other
\$233,230.72			
Projected Fed Cost	State	Local	Other
\$233,230.72			

FTA Grant IDs	Budget Codes
LA2022-022 - 11.42.11	

Funds allocated by multi-year and budget codes:

Year	Amount	Budget Code
Year-1		
Year-2		
Year-3		
Year-4		
Year-5		
Total all years		

Budget Analyst	
-----------------------	--

ROUTING SHEET

Signature	
Date	

G. DBE/SBE GOAL:

% DBE	0
% Small Business	0

Director of Small Business Development:	Adonis Charles Expose'
Signature	<i>Adonis Charles Expose'</i>
Date	September 24 2025

DBE/EE Manager	Adonis Charles Expose'
Signature	<i>Adonis Charles Expose'</i>
Date	September 24 2025

H. Information Technology Dept. vetting.

IT Director	Sterlin J Stevens
Signature	<i>Sterlin J Stevens</i>
Date	9/24/2025 6:49 PM

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

Department Head	Jacques Robichaux Sr.
Signature	<i>Jacques Robichaux Sr.</i>
Date	September 23 2025

Chief	Ryan Moser
Signature	<i>Ryan Moser</i>
Date	September 24 2025

Director of Procurement	Ronald Gerard Baptiste
Signature	<i>Ronald Gerard Baptiste</i>
Date	September 24 2025

FOR PROCUREMENT USE ONLY

Type of Procurement Requested:

SC - State Contract

ROUTING SHEET

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.

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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.

	Required if Total Cost above \$15K
Chief Financial Officer	Gizelle Johnson-Banks
Signature	<i>Gizelle Johnson-Banks</i>
Date	September 26 2025

	Required if Total Cost above \$50K
Chief Executive Officer	Lona Edwards Hankins
Signature	<i>Lona Edwards Hankins</i>
Date	September 29 2025

This spreadsheet is not a purchase order**Order Sheet Instructions**

- 1) Only one vehicle configuration may be entered on each Order Sheet. Use a separate Order Sheet for each different vehicle configuration being ordered. The listed configurations are the only configurations available. However, additional configurations may be added to the contract upon request. To request additional configurations, contact the dealer or OSP.
- 2) Enter the number of vehicles being ordered in the tan boxes under either Base Vehicle or Optional Configurations.
- 3) Under Available Exterior Colors, enter the number of vehicles in the tan boxes to the right of the desired color(s). Multiple Colors may be ordered on one Order Sheet.
- 4) Under Optional Equipment, select "Yes" in the tan box if the option is desired. Leave blank or select "No" if the option is not desired. The listed options are the only options available. However, additional options may be added to the contract upon request. To request an option be added to the contract, contact the dealer or OSP.
- 5) The cost per vehicle and total order cost will automatically calculate at the bottom of the Order Sheet.

MUNICIPAL

Chevrolet Tahoe PPV	Contract Line	5	Delivery ARO	180-360 Days
State Contract Number	4400023794	Vendor	Gerry Lane Chevrolet	

Base Vehicle

Vehicle Description	Order Code	Unit Price	Quantity	Extended Price
RWD with 5.3L EcoTec3 V8 Engine	CC10706-9C1	\$ 49,053.20		\$ -

Optional Configurations

Description	Order Code	Unit Price	Quantity	Extended Price
4WD with 5.3L EcoTec3 V8 Engine	CK10706-9C1	\$ 56,458.10	4	\$ 225,832.40

Available Exterior Colors

(G6M) Dark Ash		(GXP) Lakeshore Blue	
(GXD) Sterling Gray		(GAZ) Summit White	
(GBA) Black	4		

Optional Equipment

Option Description	Option Code	Option Unit Price	Add Option	Extended Price
Front Center Seat (20%) delete	5Y1	NC	Yes	NC
Content Theft Alarm Disable	UTQ	\$ 45.50	Yes	NC
Carpet Floor Covering	B30	\$ 177.45	No	\$ -
Ground Studs	UT7	NC	Yes	NC
Additional Key Fob	AMF	NC	Yes	NC
Safety and Alert Package	PQA	\$ 750.75	Yes	\$ 3,003.00
Front & Rear Flasher	6J7	NC	Yes	NC
Remote Start	BTV	NC	Yes	NC
Lamp, Auxiliary Red and White Dome Light	6C7	\$ 154.70	Yes	\$ 618.80
Inoperative Rear Door Locks and Handles	6N6	\$ 56.42	No	\$ -
Inoperative Rear Windows	6N5	\$ 51.87	No	\$ -

Delete Daytime Running Lamps and Automatic Headlamps	9G8	\$ 45.50	Yes	\$ 182.00
Grill Lamps & Siren Speakers Wiring (Factory only option)	6J3	\$ 83.72	Yes	\$ 334.88
Horn & Siren Circuit Wiring	6J4	\$ 50.05	Yes	\$ 200.20
Aux Speaker Wiring	WX7	\$ 54.60	Yes	\$ 218.40
20" Aluminum Wheels	NZV	\$ 1,001.00		\$ -
Left Spot Light	7X3	\$ 728.00	No	\$ 728.00
Recovery Hooks	V76	\$ 45.50	Yes	\$ 182.00
Cargo Security Shade	VRS	\$ 250.25	Yes	\$ 1,001.00
Police Upfit Options				
WHELEN Municipal Patrol Package	GLC-MPP	\$ 18,291.04	No	\$ -
Marked Patrol C1	GLC-MPP-1	\$ 24,843.18	No	
Marked Patrol C 2	GLC-MPP-2	\$ 24,923.88	No	
Cost for Each Vehicle Plus Options			1 EA	\$ 58,075.17
Additional Costs				
0.35% Contract Administrative Fee				\$ 203.26
LA DEQ Waste Tire Fee (5 tires X \$2.25 each)				\$ 11.25
LA Safety Inspection Sticker - 1 Year				\$ 18.00
Total Cost for Each Vehicle			1 EA	\$ 58,307.68
Total Cost for All Vehicles			4 Vehicles	\$ 233,230.72
Agency Information				
Delivery Point of Contact Name:		LPAA Approval No		
Phone:		Requisition No		
Email:		Shopping Cart		
Vendor Information				
Gerry Lane Chevrolet	Eric Meyers	Vendor No.		310012432
Phone:	225-268-7160			
Email:	eric.meyers@gerrylane.com			



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 25-132

Board of Commissioners

Renewal of Clever Warranty and Maintenance Agreement

DESCRIPTION: Hardware Warranty and a Software Maintenance Agreement for FY 2026-2028	AGENDA NO:
ACTION REQUEST: ☒ Approval ☐ Review Comment ☐ Information Only ☐ Other	

RECOMMENDATION:

To authorize the Chief Executive Officer to award a three-year maintenance agreement to Clever Devices Ltd. for the Hardware Warranty and a Software Maintenance Agreement for fiscal years 2026 - 2028 for a total cost not to exceed \$833,146.00.

ISSUE/BACKGROUND:

The agency has undergone several maintenance contracts with Clever Devices and needs a contract renewal to ensure continued hardware warranty agreement and software maintenance. Clever Devices is the vehicle computer-aided dispatch and automatic vehicle location systems (CAD/AVL) installed on RTA buses, streetcars, and ferries. RTA seeks a three-year agreement to ensure seamless service provision.

DISCUSSION:

The CAD/AVL system provides RTA with real-time vehicle data that allows the dispatcher to monitor drivers and passengers on all modes of transportation remotely. Clever Devices provides data related to the agency's on-time performance, as well as passenger counts.

The maintenance agreement will provide the agency with software updates, support for hardware, technical support, GTFS uploads for schedules, and the Disruption Management software system. The contract will be managed by the Information Technology department.

FINANCIAL IMPACT:

To ensure undisrupted services, RTA seeks a three-year agreement with the following breakdown of annual renewal fees:

FY 2026 - 12/1/2025 to 11/30/2026	
Hardware Warranty & Software Maintenance	\$242,276.00
Ferry Addition	\$3,123.00
Disruption Management	\$24,646.00
Total	\$270,025.00
FY 2027 - 12/1/2026 to 11/30/2027	

Hardware Warranty & Software Maintenance	\$262,898.00
Ferry Addition	\$3,217.00
Disruption Management	\$25,364.00
Discount	-\$13,880.00
Total	\$277,599.00
FY 2028 - 12/1/2027 to 11/30/2028	
Hardware Warranty & Software Maintenance	\$270,360.00
Ferry Addition	\$3,313.00
Disruption Management	\$26,125.00
Discount	-\$14,276.00
Total	\$285,522.00
Three-Year Agreement Total	\$833,146.00

Each year of the agreement will be locally funded for the total listed in the table above. The funding would be available through local funding for a total cost of \$833,146.00 from account number 01-2900-02-7610-101-82-00000-00000.

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. 250822.NORTA.Renewal.2025.2028.0063s0000JRTWI

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

Reviewed By: Sterlin Stevens
Title: Director of Information Technology

Reviewed By: Gizelle Johnson Banks
Title: Chief Financial Officer



10/3/2025

Lona Hankins
Chief Executive Officer

Date



RESOLUTION NO. _____

FILE ID NO. 25-132

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO AWARD A THREE-YEAR MAINTENANCE AGREEMENT TO
CLEVER DEVICES**

Introduced by Commissioner _____,
seconded by Commissioner _____.

WHEREAS, RTA seeks to authorize the Chief Executive Office to award a three-year maintenance agreement to Clever Devices for software and hardware systems for fiscal years 2026 – 2028; and

WHEREAS, The agency has undergone several maintenance contracts with Clever Devices and needs a contract renewal to ensure continued hardware warranty agreement and software maintenance. Clever Devices is the vehicle computer-aided dispatch and automatic vehicle location systems (CAD/AVL) installed on RTA buses, streetcars, and ferries. RTA seeks a three-year agreement to ensure seamless service provision.

FY 2026 - 12/1/2025 to 11/30/2026

Hardware Warranty & Software Maintenance	\$242,276.00
Ferry Addition	\$3,123.00
Disruption Management	\$24,646.00
Total	\$270,025.00



FY 2027 - 12/1/2026 to 11/30/2027

Hardware Warranty & Software Maintenance	\$262,898.00
Ferry Addition	\$3,217.00
Disruption Management	\$25,364.00
Discount	-\$13,880.00
Total	\$277,599.00

FY 2028 - 12/1/2027 to 11/30/2028

Hardware Warranty & Software Maintenance	\$270,360.00
Ferry Addition	\$3,313.00
Disruption Management	\$26,125.00
Discount	-\$14,276.00
Total	\$285,522.00
Three-Year Agreement Total	\$833,146.00

The agency has undergone several maintenance contracts with Clever Devices and is in need of a contract renewal for FY2026 to ensure continued hardware warranty agreement and software maintenance. RTA seeks the total three-year agreement amount of \$833,146.00.; and

WHEREAS, The CAD/AVL system provides RTA with real-time vehicle data that allows the dispatcher to monitor drivers and passengers on all modes of transportation remotely. Clever provides data related to the agency's on-time performance, as well as passenger counts.

The maintenance agreement will provide the agency with software updates, support for hardware, technical support, GTFS uploads for schedules for all modes and Disruption Management software system. The contract will be managed by the Information Technology department; and

WHEREAS, the funding is currently available through local of \$833,146.00 via account 01-2900-02-7610-101-82-00000-00000; and



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

504.827.8300

www.norta.com

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, is authorized to award a three-year contract to Clever Devices Ltd.

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 24th DAY OF OCTOBER 2025.

**FRED A. NEAL, JR
CHAIRMAN
BOARD OF COMMISSIONERS**



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

FOR PROCUREMENT USE ONLY:

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

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

2. This acquisition is restricted to the following source:

MANUFACTURER	
Manufacturer Name	Clever Devices Ltd
Manufacturer Address	300 Crossways Park Drive, Woodbury, NY 11797-2035
Manufacturer's Dealer/Representative	Mark Jason
Dealer/Representative address and Phone	5163162093, mjason@cleverdevices.com

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

DESCRIPTION	
Materials/Services/Product	Clever Devices Ltd
Estimated Cost	\$833,146.00
Required Delivery Date	September 12, 2025

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

Annual maintenance and service agreement renewal - Clever Devices is used as the vehicle computer-aided dispatch and automatic vehicle location systems (CAD/AVL) which was installed on the RTA fleet (including ferries). The CAD/AVL system provides RTA with real-time vehicle data that allows the dispatcher to monitor drivers and passengers on all modes of transportation remotely. Clever provides data related to the agency's on-time performance and passenger counts. The maintenance agreement will provide the agency with software updates, support for hardware, technical support, and GTFS uploads for schedules. The materials, software and



services are specific to Clever Devices requiring upkeep and management by Clever Devices specific service agreements. The contract will be managed by the Information Technology department.

Three year Agreement:

2025 – 2026 : \$270,025.00

2026 – 2027 : \$277,599.00

2027 – 2028 : \$285,522.00

3-yr total: \$833,146.00

Funding: Local - 100%

01-2900-02-7610-101-13-00-00000-00000

5. Reason for sole-source

Material/Service must be compatible

(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

CERTIFICATION

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

REQUESTOR	
Request ID #	306
Name	O'SULLIVAN, DORIS
Title	PROJECT MANAGER III
RTA Extention	8380

O'SULLIVAN, DORIS

September 4, 2025

Requestor

Date

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

Department Head: Sterlin J Stevens



Sterlin J Stevens

September 12 2025

Signature

Date

B. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant?

Director of Grants/ Federal Compliance :

Signature

Date

C. Safety, Security and Emergency Management:

Include Standard Safety Provisions Only:

Additional Safety Requirements Attached

Chief: **Michael J Smith**

Michael J Smith

September 17 2025

Signature

Date

Risk Management:

Include Standard Insurance Provisions Only?

true

Include Additional Insurance Requirements Attached ?

false

Risk Management Analyst: Marc L Popkin

Marc L Popkin

September 17 2025

Signature

Date

D. Funding Source:

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

Multiple Years allocation if required:

Year	Amount
Year-1	\$270,025.00
Year-2	\$277,599.00
Year-3	\$285,522.00
Year-4	



Year-5	
Total all years	\$833,146.00

Estimated Amount: \$833,146.00

Total Estimated Cost: \$833,146.00

Funding Type: Local

Capital/Grant Project ID:

Federal Funding	State	Local	Other
		\$833,146.00	
Projected Fed Cost	State	Local	Other
		\$833,146.00	

FTA Grant IDs	Budget Codes
	01-2900-02-7610-101-82-00-00000-00000
	01-2900-02-7610-101-82-00-00000-00000
	01-2900-02-7610-101-82-00-00000-00000

Budget Analyst: Erin Ghalayini

Erin Ghalayini

Signature

September 12 2025

Date

E. DBE/SBE GOAL:

0	% DBE
0	% Small Business

Director of Small Business Development:

Adonis C Expose

Adonis C Expose

Signature

September 17 2025

Date

DBE/EEO Compliance Manager::

Adonis C Expose

Adonis C Expose

Signature

September 17 2025

Date

F. Information Technology Vetting:



IT Director: **Sterlin J Stevens**

Sterlin J Stevens

September 18, 2025

Signature

Date

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

Chief: **Dwight Daniel Norton**

Dwight Daniel Norton

September 17 2025

Signature

Date

Director of Procurement: **Ronald Gerard Baptiste**

Ronald Gerard Baptiste

September 18 2025

Signature

Date

Chief Financial Officer:: **Required if Total Cost above \$15K**

Gizelle Johnson-Banks

Gizelle Johnson-Banks

September 21 2025

Signature

Date

Chief Executive Officer:: **Required if Total Cost above \$50K**

Lona Edwards Hankins

Lona Edwards Hankins

September 22 2025

Signature

Date

CLEVER DEVICES'
HARDWARE WARRANTY
SOFTWARE MAINTENANCE AGREEMENT
AND
TO
NEW ORLEANS REGIONAL TRANSIT AUTHORITY
(NORTA)
FOR
THREE (3) YEARS

AUGUST 22, 2025

CLEVER DEVICES' TRADEMARKS

Clever Devices®
AVM®
BusLink®
BusLink Switch®
BusTime®
BusTools®
BusWare™
CleverAnalytics®
CleverCAD®
CleverCare®
CleverCERT®
CleverCounter™
CleverReports®
CleverWare™
CleverWorks®
GH7™
GreyHawk 7™
IncidentAnalytics™
Incident Management™
IdleMonitor®
Intelligent Vehicle Network®
IVN®
Mtram®
M.A.I.O.R.®
PerfectNav™
Seymor®
SpeakEasy®
SmartYard®
TurnWarning®

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DEFINITIONS

As used in this Agreement, the following capitalized terms shall have the meanings set forth below:

TERM	DEFINITION
"Additional Services"	Any future service not defined in this Agreement or included in the Statement of Work or Scope of Work.
"Agreement"	Means this Hardware Warranty and Software Maintenance Agreement, consisting of the signature pages, the Terms and Conditions, all exhibits, annexes, appendices, addenda and schedules, and each Amendment, if any.
"Bench Fee"	The fee that is charged to a Customer to perform non-warranty repairs.
"Beneficial Use"	Software and Hosting: Upon the successful completion of mini-fleet testing. Hardware: Upon successfully passing installation Acceptance Test Procedure (ATP) Software only: Completion of software installation and training.
"Cloud Hosting" or "Hosted Solution"	Those applications that Clever Devices hosts on its servers and / or cloud service providers' server as part of the overall ITS solution.
"COTS" or "Commercial Off-The-Shelf"	Equipment or software which are then adapted to satisfy the needs of a Customer Solution
"Customer"	Refers to the Transit Authority who is a party to this Agreement.
"End of Life" or "EoL"	The date at which time a product (software or hardware) will be discontinued from availability.
"End of Sale"	The First phase of product discontinuance where the product is no longer available for purchase as a new purchase. The product will be available only for the use of repair or replacement.
"End of Service Life" or "EoSL"	The date at which time service and/or support will no longer be available on a product.
"General Field Service Rates"	Rates for services not covered under a service agreement.
"Hardware Product(s)"	Means the Clever Devices' goods provided to Customer per the initial agreement between Customer and Clever Devices.

"Hardware Warranty"	It is the repair or replacement of returned faulty hardware during the specified Warranty Period. This applies to onboard equipment provided by Clever Devices.
"Incident Priority"	Priority of an issue based on the impact of the issue.
"Intelligent Transportation System" or "ITS"	The Hardware and software comprising the Clever Devices solution deployed at Customer.
"IT INFRASTRUCTURE LIBRARY" OR "ITIL"	A framework of best practices for delivering IT Services.
"Maintenance"	Support services that are provided above or in addition to the Warranty
"Maintenance Period"	The duration of the maintenance subject to the terms and conditions as specified in Section 3.2 of this Agreement.
"Maintenance Window" or "Maintenance Outage:"	The period of time, agreed to by both the Customer and Clever Devices, where systems and/or applications are unavailable so that they may be updated or maintained.
"No Problem Found" or "NPF"	A fully functional product with no need for repair.
"Non-Warranty Repairs"	Any causes defined in the Agreement as not covered by the Hardware Warranty.
"Non-Warranty Product" or "Non-Warranty Parts"	Are products or parts provided that are not covered under this Agreement or any other existing agreement between Clever Devices and Customer.
"OEM Equipment"	That equipment that is not manufactured by Clever Devices. Clever Devices may, provide OEM equipment as part of the solution to the Customer.
"OEM Warranty"	The warranty statement/agreement from OEM Equipment.
"Owner of Failure"	Determination of responsible for product fault based on diagnostics.
"Priority 1 Issue" or "P1" or "Safety"	A technical issue that is related to passenger and operator safety. The scope of the issue affects the entire system, multiple locations or a single user.
"Priority 1 Issue" or "P1" or "Critical Issue"	Any event or combination of events which causes 100% loss, outage or availability of the infrastructure, or hosted service and there is no viable workaround and affects the Customer's ability to use any of the contracted Services and/or Solutions.
"Priority 2 Issue" or "P2" or "Major Issue"	Any event or combination of events which causes partial loss, outage, or availability, resulting in serious degradation of Infrastructure Device or hosted service which partially prevents the use of contracted Service or some of its features.

"Priority 3 Issue" or "P3" or "Minor Issue"	Impaired performance of any specific infrastructure device, application or vehicle subsystem which affects the performance of the contracted Service but does not prevent normal use with some limitations or finding alternate options.
"Priority 4 Issue" or "P4" or "Informational Issue"	Device/Service is functioning properly, unrelated to performance of the equipment, application, or Service.
"Remote Support"	Any support in which Clever Devices accesses the Customer's system or network using a secure Virtual Private Network (VPN) connection.
"Resolution Tracking Number" or "Case Number" or "Incident Number"	A categorized number assigned to a particular defect in the issue-tracking system. Any support in which Clever Devices accesses the Customer's system or network using a secure Virtual Private Network (VPN) connection.
"Return Merchandise Authorization" or "RMA"	Approval to return any product to Clever Devices.
"Scope of Work"	Referring to the scope of services offered in accordance with the Statement of Work.
"Service Level Agreement" or "SLA"	The level of service that Clever Devices commits to providing to the Customer.
"Software Enhancement(s)"	A change in Software functionality or graphical user interface
"Software Error(s)"	A flaw in Software that causes it to produce an incorrect or unintended result.
"Software Defect(s)"	A flaw in Software that causes it to produce an incorrect or unintended result.
"Software License(s)"	Means the rights granted to Customer in accordance with Clever Devices' EULA, provided with the initial agreement between Clever Devices and Customer.
"Software Maintenance"	The maintenance provided for all components of the Software Product(s) purchased.
"Software Product(s)"	The specific Clever Devices' licensed product(s).
"Software Service(s)"	Referring to acts of service by Clever Devices regarding the software deployed at Customer's.

"Software Updates" or "Software Patches"	Either a modification or addition that, when made or added to the Software Product, brings the Software Product into material conformity with its published specifications. Software Updates are applied to Customer's existing version of software and include bug fixes. Referring to acts of service by Clever Devices regarding the software deployed at Customer's.
"Software Upgrade(s)"	New, standalone versions of a Software Product that may include major improvements and enhancements. An upgrade advances the product to a level of features or other enhancements which are above the original published and agreed specification, or product manual. Either a modification or addition that, when made or added to the Software Product, brings the Software Product into material conformity with its published specifications. Software Updates are applied to Customer's existing version of software and include bug fixes.
"Statement of Work"	The description of the services to be provided under this agreement between Clever Devices and Customer.
"System Acceptance" or "SA"	The point where the Customer has "signed off" and accepted the system is acceptable for standard use. The description of the services to be provided under this agreement between Clever Devices and Customer.
"Warranty"	The general agreement that Clever Devices guarantees its products are delivered without defects and will resolve any defects during the period of warranty. See "CD Hardware Warranty" and "CD Software Warranty".
"Warranty Period"	Means, in relation to any Goods, the warranty period specified in this Agreement or in accordance with the proposal submitted in response to the Request for Proposal.

1 OVERVIEW

This document sets forth Terms and Conditions of the basic Hardware Warranty Agreement and the Software Maintenance Agreement (the “Agreement”) between New Orleans Regional Transit Authority and Clever Devices Ltd.

2 COMPANIES INVOLVED

2.1 CLEVER DEVICES LTD.

Clever Devices Ltd. ("Clever Devices") is a service provider to New Orleans Regional Transit Authority.

Clever Devices' Contact

John King
Vice President, Service & Support
410-365-3633
jking@cleverdevices.com

2.2 TRANSIT AUTHORITY

New Orleans Regional Transit Authority ("Customer", "NORTA") is the end user entity of Clever Devices' Intelligent Transportation Systems (ITS) Hardware and Software Products.

New Orleans Regional Transit Authority Contact

Contact Name
Contact Title
Contact Phone
Contact Email Address

3 TERMS OF AGREEMENT

3.1 SCOPE OF AGREEMENT

This Agreement includes a Hardware Warranty and a Software Maintenance Agreement for the listed products, and a process for obtaining warranty service for the listed hardware products.

3.2 TERMS OF AGREEMENT

3.2.1 HARDWARE

The term of this Agreement is three (3) years from December 1, 2025, through November 30, 2028. Hardware Products no longer under Warranty or not covered by a current, valid Hardware Warranty Agreement will require a full technical audit to determine the system's functionality and health.

3.2.2 SOFTWARE

The term of this Agreement is December 1, 2025, through November 30, 2028. Support for licensed Software Products no longer under Warranty or not covered by a current, valid Software Maintenance Agreement will require repurchase of the Software License(s) or as otherwise mutually agreed upon between the parties in a signed writing.

3.3 ANNUAL RENEWAL AND EARLY TERMINATION

Pricing for future/option years is valid only if contracted with the base year and prior to the expiration of the quote validity period. Pricing for subsequent years of support is subject to change based on the prevailing market rate.

If early termination of this Agreement is exercised, a cancellation penalty of the cost of the remaining balance of this Agreement will apply.

4 HARDWARE WARRANTY AGREEMENT

This Hardware Warranty Agreement provides warranty Terms and Conditions that include scope, policies, and procedures for maintenance of Hardware Product(s) supplied by Clever Devices and identified herein.

4.1 COVERED HARDWARE PRODUCTS

The Clever Devices Hardware Products covered by this Agreement is referenced in Attachment A. If the quantity of products changes during the term of this Agreement, the resulting additional fee will be prorated for the remaining portion of this Agreement.

See attached Attachment A.

4.2 NEW MANUFACTURED PRODUCTS LIMITED WARRANTY

Clever Devices guarantees that each product is free from defects in material and workmanship. Clever Devices also guarantees the performance of this product for the contracted terms.

If the product fails to operate as specified and has not been tampered with or abused during this Warranty Period, Clever Devices or its authorized service agents will have the option to repair or replace the defective part or the product at no cost to the Customer. Bench Fees will apply to any product received by Clever Devices with a “No Problem Found” (NPF) condition. NPF condition is defined as a fully functional product with no need for repair. Clever Devices will provide a quote for repairs for products returned with failures caused by improper use. The repairs will only take place once the Customer has authorized Clever Devices to do so. Such services by Clever Devices will be the original purchaser’s sole and exclusive remedy.

It is the Customer’s responsibility to make certain new products are not being purchased for the replacement of defective products under warranty.

Clever Devices will not honor credit requests on any defective or used product. Product replacement will be the only option available to the Customer. At the discretion of Clever Devices, limited quantities of restockable product may be returned for credit; the product must be unused and in the original unopened containers. A 25% restocking fee will be charged, and a credit will be issued only after the product has been received and inspected.

This warranty does not apply to: (a) damage caused by accident, abuse, misuse, misapplication or improper installation (b) damage caused by conditions outside Clever Devices’ specifications, including but not limited to vandalism, fire, water, temperature, humidity, dust or other perils (c) to damage caused by service (including upgrades) performed outside the product specifications in documentation provided and by anyone who is not a Clever Devices authorized Technician (d) a product or a part that has been modified without the written permission of Clever Devices or (e) if any Clever Devices’ serial number has been removed or defaced, (f) expendable or consumable parts, such as batteries and flashcards.

Clever Devices will not be liable for any special, incidental, or consequential damages for loss, damage directly or indirectly arising from Customer’s use or inability to use the equipment either separately or in combination with other equipment, or for personal injury or loss or destruction of other property, or from any other cause.

4.3 WARRANTY REPAIR POLICY

A replacement or repaired product assumes the remaining warranty of the original product or 90 days post repair, whichever provides longer coverage. When a product is exchanged, the replacement product becomes the Customer's property, and the replaced product becomes the property of Clever Devices.

4.4 SPARE PARTS INVENTORY

In support of this Agreement, the Customer should maintain an inventory of Clever Devices' system components at the recommended level for use during completion of repairs. The Customer's Technician shall remove and replace a defective component with a spare and send the defective component to Clever Devices for analysis and repair or replacement. Shipping fees for repair units are covered on an individual event basis and not included in the service price. If there is no unit in the spares pool to support remove/replace/restoration activity, the repair will be delayed until spare equipment is delivered to the property.

4.5 OBTAINING WARRANTY SERVICE

The Customer is responsible for returning any defective products to Clever Devices. Products will not be accepted without a Return Merchandise Authorization (RMA) number. The Customer shall obtain an RMA number by contacting Clever Devices' Customer Service Department using the below. Clever Devices will respond to RMA requests within two (2) business days.

Customer Service Telephone: 1-888-478-3359

Customer Service Email Address: CSReturns@CleverDevices.com

In order to provide an RMA number, Clever Devices will need the following information:

- Item Description
- Clever Devices Part Number
- Serial Number
- Quantity being returned
- Reason for Return
- Bus Number, if applicable

Upon receipt of an RMA number, the Customer may send the product(s) to Clever Devices using the address indicated below. The Customer is responsible to ensure secure packaging of the product, preferably in the original box in which it was received. Boxes and shipping materials can be purchased from Clever Devices for a nominal fee. Clever Devices is not responsible for any damage to the product caused during transit or for any package lost in transit. The Customer shall assume the cost of all defective product shipments made to Clever Devices.

Return Shipping Address (unless otherwise specified by Clever Devices):

Clever Devices Ltd.
2118 Energy Drive
Apex, NC 27502
Attn: Alex, Customer Service Department
RMA Returns: RMA#....

4.6 FAILURE ANALYSIS

A Clever Devices' bench technician will evaluate products received and complete a Failure Analysis. If the product is repairable, Clever Devices will repair the product. If the product is not repairable, Clever Devices will replace the product with another from Clever Devices' inventory. The "Owner of Failure" will be assessed during evaluation and shall be reported to the Customer at time of completion. Clever Devices will make a best effort to return the repaired product or provide a replacement within 30 days of receiving it from the Customer. Clever Devices will provide the Customer with a detailed quotation and/or invoice for all costs associated with Non-Warranty Repairs prior to performing any repairs.

4.7 REPAIR

Upon a completed Failure Analysis and repair, if applicable, product(s) will be shipped back to the Customer. Clever Devices will only incur the cost for shipping products under warranty; the Customer is responsible for shipping cost for all Non-Warranty Repairs or replacements and/or "No Problem Found" conditions.

Customers may contact Clever Devices at any time during the warranty service process, for information regarding status.

4.8 NON-WARRANTY REPAIR POLICY

A Non-Warranty Repair is a repair made outside the scope of this maintenance Agreement and includes, but not limited to, vandalism, any modification not approved by Clever Devices, or use of the product outside its intended acceptable use.

Upon determination of a Non-Warranty Diagnosis, Clever Devices will present the Customer with a report providing the reason as well as a quote to repair the product that includes the bench time to diagnose the issue. The quote labor rates will be our standard rates as follows:

\$170.00 for the first hour*

\$ 85.00 per hour for each additional hour in 30 minute increments

*Minimum 1 hour charged for all Non-Warranty efforts. Parts as quoted.

Repairs of Non-Warranty equipment will begin upon acceptance of the quote by the customer.

Non-Warranty Repairs made in the field will be subject to the General Field Service Rates detailed below.

Repairs made by Clever Devices on products not under warranty carry a limited repair warranty of 90 days on services and replacement parts only. Defects in repair work or any parts replaced by Clever Devices will be corrected at no charge if the defect occurs within 90 days from shipment from our facility.

4.9 GENERAL FIELD SERVICE RATES

Field Service rates include actual cost of transportation using commercial coach, air, rail, bus, rental car, and cab facilities as applicable, including transportation to and from the airport. Receipts are required.

Mileage Allowance: IRS Allowable rates

Personal Expenses: Per Diem rates

Basic Rates: \$150.00** per hour flat fee for actual time in Customer's plant and for round-

trip travel time for a Field Service Technician.

Miscellaneous: Actual charges for other necessary items such as tolls, parking and freight charges.

**Rates for Field Service Technicians may vary because of weekend/holiday rates. Overtime rates are billed at time and a half. Requests for service which require personnel other than a Field Service Technician will be provided at time of request.

4.10 NON-CLEVER DEVICES PRODUCT RECEIVED FOR REPAIR

Product(s) received by Clever Devices for repair that were not manufactured or supplied by Clever Devices shall be returned to Customer. Customer shall be responsible for the shipping cost(s) associated with of each product, along with a processing fee.

4.11 CUSTOMER OWNED IT INFRASTRUCTURE

Unless otherwise specified in this agreement, the support and management of any customer owned IT Infrastructure, including, but not limited to:

- Servers
- Firewalls
- Routers
- Switches
- Network

Shall be the responsibility of the Customer. The Customer shall ensure that they are maintaining their IT Infrastructure in accordance with IT best practices as it relates to security, patching, memory, storage, and file maintenance. Clever Devices shall only be responsible for the support and maintenance of their applications that make use of the Customer's IT Infrastructure.

4.12 END OF SALE

The first phase of product discontinuance is the End of Sale. Clever Devices will notify all existing Customers, one (1) year in advance, when a product is to no longer be available for sale. Any existing orders will be honored. On the date identified as the End of Sale, the product will no longer be available for purchase as new product. Only the replacement product will be offered/quoted for new sale. Customers may still purchase spare units during this period, but these units may not be used for new deployments.

4.13 END OF SERVICE LIFE

The final stage for a product is the End of Service Life. At this stage, Clever Devices will no longer be able to provide service or support for the product identified. Clever Devices will notify all existing Customers, one (1) year in advance, End of Service Life. No service contracts will be available for this product. Any existing service contracts for this product will be supported till its next renewal date or anniversary date, whichever occurs first.

4.14 OEM WARRANTY

Should, as part of the original deployment, Clever Devices provide any products from a third party (OEM), unless otherwise specified in this agreement, that OEM hardware shall be covered by this warranty. It

should be noted that turnaround times for repair/replacement service may be different than what Clever can offer due to any terms from the OEM.

4.15 PRODUCT UPGRADES

Hardware upgrades are not part of this Agreement.

4.16 FIELD SERVICE

Clever Devices Field Service dispatch is not included as part of this Agreement.

5 SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement provides Terms and Conditions that include definitions and maintenance procedures for the Software Product(s) supplied by Clever Devices and identified under section 5.1, Covered Software Products. This Agreement is subject to the End User License Agreement (EULA) for these product(s) and performance of features and functions as outlined in the User Manual or Acceptance Test Procedure document.

5.1 COVERED SOFTWARE PRODUCTS

The Clever Devices Software Products covered by this Agreement is referenced in Attachment B. If the quantity of products changes during the term of this Agreement, the resulting additional fee will be prorated for the remaining portion of this Agreement.

See attached Attachment B.

5.2 GENERAL DEFINITIONS

Customer:	The single end–user organization (license holder of the Software Product) signing this Agreement and authorized to use the Program(s).
Software Product:	The specific Clever Devices licensed product(s).
Software Update(s):	Either a modification or addition that, when made or added to the Software Product, brings the Product into material conformity with its published specifications. Software Updates are applied to Customer’s existing version of software and include bug fixes.
Software Upgrade(s):	New, standalone versions of a Software Product that may include major improvement and enhancements. An upgrade advances the product to a level of features or other enhancements which are above the original published and agreed specification, or product manual.
Software Maintenance:	The maintenance provided for all components of the Software Product purchased.
Maintenance Period:	The duration of the maintenance subject to the terms and conditions as specified in section 3 “Terms of Agreement”.

5.3 SCOPE OF MAINTENANCE SUPPORT

During the maintenance term, Clever Devices agrees to provide basic maintenance services in support of the licensed Software Product. Maintenance services shall consist of:

Data or Data Backups:	Neither Data nor Data Backups are covered under this agreement. The Customer is responsible for backing up and maintaining their data.
Field Service Labor:	Unless specified in this agreement, deployment of Clever Devices Field Services labor is not covered for software updates or software upgrades but may be quoted on an as needed basis.
Software Update(s):	Customers with valid Software Maintenance Agreements are entitled to Software Updates for all licensed products. Software Updates may incorporate corrections of any substantial defects or fixes of any minor malfunction. In addition, Software Updates may include Software Enhancements to the Software that are

implemented at the sole discretion of Clever Devices. Software Updates do not cover Clever Devices' *deployment labor, training, hardware upgrades, data or data backups.

Software Upgrade(s): Customers with valid Software Maintenance Agreements are entitled to Software Upgrades for all licensed products. Software Upgrades do not cover Clever Devices' *deployment labor, training, hardware upgrades, data or data backups.

Software Error and Defect Corrections: Clever Devices shall be responsible for using all reasonable diligence to correct verifiable and reproducible errors when reported to Clever Devices in accordance with its standard reporting procedures. Reported defects will be reviewed by Clever Devices. Reported defects are defined as:

- ***Defect:** To be corrected by the next maintenance release. Deployment labor will not be charged to correct any defects, including bugs fixes.
- **Enhancement:** Desirable enhancement which will be reviewed for inclusion in the next maintenance release.

Training: Unless otherwise specified in this agreement, training is not covered as part of any software update or software upgrade.

Error and release testing will be performed at Clever Devices' offices. Reported errors will be tested on a test platform in a controlled environment. If applicable, NORTA will supply Clever Devices with a copy of the most current database associated with software version for which errors have been reported.

While Clever Devices will perform all testing in their environment, it is not possible to account for the exact Customer environment and Clever Devices cannot guarantee an issue free deployment unless the Customer has their own test/dev environment.

5.4 TECHNICAL SUPPORT

For all Clever Devices' products covered under warranty or by a current, valid Maintenance Agreement, Clever Devices' service organization provides technical support 24 hours a day, 7 days a week, 365 days a year. Clever Devices will escalate issues to third-party vendors for Clever Devices' Products running third-party application software. Support times from third-party vendors vary and may not be consistent with that of Clever Devices.

5.4.1 ISSUE REPORTING

NORTA is responsible for reporting all issues discovered to Clever Devices' Technical Support Department. Once Clever Devices is contacted by phone or email, a Technical Support Representative and the Technical Supervisor are notified; if necessary, the Vice President of Service and Support is also notified.

Clever Devices provides agencies three (3) methods for requesting technical support: using a tollfree number, chat or portal. Issues can be reported the following ways:

- By Phone: Via a toll-free Technical Support Service line: 1-888-478-3359, option 2
- Portal: Chat Messaging
- Portal: CleverCare365.CleverDevices.com

5.5 ISSUE TRACKING AND RESOLUTION

Upon receipt of a support request, our CleverCare365 portal will generate a case, assign a case number and Priority based on customer inputs. Our Technical Support Department will proceed to troubleshoot the problem, escalating as required.

When contacting the TAC for support, the Customer should make sure that they have the following information available:

- Date/Time Issue was seen
- Contact phone number and email – if different then the individual reporting it into TAC
- Product name that is experiencing an issue
- Vehicle Number or Serial number if available
- Software version
- Description of issue
- Steps taken by Customer to troubleshoot
- Screenshots/videos of the behavior

5.5.1 DETERMINE PRIORITY

A Technical Support Representative determines the issue's priority by following the IT Infrastructure Library (ITIL) approach on Priority.

Priority Definitions

Priority Level	Definition
P1 - Safety	A technical issue that is related to passenger and operator safety. The scope of the issue affects the entire system, multiple locations or a single user.
P1 - Critical	Any event or combination of events which causes 100% loss, outage or availability of Clever Devices infrastructure, or hosted services where there is no viable workaround and the loss of function affects your agency's ability to use contracted services.
P2 - High	Any event or combination of events which causes partial loss, outage, or availability resulting in a serious degradation of Clever Devices infrastructure or hosted service which partially prevents the use of a contracted service or some of its features.
P3 - Medium	Impaired performance of any specific Clever Devices infrastructure, application or vehicle subsystem which affects the performance of the contract service but does not substantially prevent normal operations. The technical issue relates to minor limitations in functionality and alternative workarounds may be available.
P4 - Low	Clever Devices infrastructure, applications, or vehicle subsystems are functioning properly and the technical issue is unrelated to performance of the equipment, application, or service. Includes informational items, product enhancement, or other solution requests.

5.6 TRACK AND RESOLVE ISSUE

Clever Devices utilizes a tracking system to manage and store Customer issues, reported defects and any new features, and improvements made during our software development lifecycle. Once categorized, issues will be entered into the tracking system and monitored through closure. The issue-tracking system will assign a Resolution Tracking Number that will be provided to Customer. Upon discovery of an error, and if requested by Clever Devices, Customer agrees to submit a listing of any data, including data log files, so we may reproduce the error and the operating conditions under which the error occurred or was discovered.

5.7 REMOTE SUPPORT

With permission from NORTA, Clever Devices will provide Customer with Remote Support as necessary, using a secure Virtual Private Network (VPN) connection or other mutually agreed upon remote access system. Through this connection Clever Devices will have the ability to logon to Customer's internal network and then access the deployed system(s) to assess and diagnose issues, update code, or deliver bug fixes. Should remote access not be available, due to lack of access or permission from the Customer, any Service Level Agreements ("SLAs") that may be impacted due to this lack of access will be excluded from remote support.

Clever Devices agrees to comply with the Customer's ITS connection policy, barring the policy and procedure does not impede troubleshooting or functionality of Clever Devices' system. Clever Devices will not access Customer's internal network for any purpose other than technical online support, as provided in this proposal.

5.8 FIELD SERVICES

Clever Devices Field Service dispatch is not included as part of this agreement.

5.9 ADDITIONAL SERVICES

In support of the Software Product(s), Clever Devices may provide Additional Services, per Agreement with the Customer, subject to payment of their normal charges and expenses. Additional Services may include

Upgrade and Update Installation/Deployment Labor:	Clever Devices can offer assistance to help NORTA test, install and operate each new release of licensed Software Products. This assistance will be quoted at the time of each request unless contracted for on an annual basis.
Custom Enhancements:	Clever Devices will consider and evaluate the development of additional enhancements for specific use and will respond to requests for Additional services pertaining to the Software Product. Each response for an enhancement will include a cost to produce the enhancement.
Integration:	Integration with third-party software initially, or resulting from changes or updates to those products, will be quoted upon request.

5.10 EXCEPTIONS

The following are not covered by this Software Maintenance Agreement:

- Any problems resulting from failures of the hardware platform on which the software is installed, or problems resulting from hardware or network devices connected or installed on the hardware platform on which the software is installed.
- Any problem resulting from misuse, improper use, alteration, or damage of the Software Product(s).
- Errors in any version of the Software Product(s) other than the most recent update delivered and deployed to Customer.
- Problems and errors resulting from improper installation of the delivered Software Product by the end user, or problems and errors resulting from the installation of software or hardware products not approved by Clever Devices for use with this product.

The Customer will be responsible for paying Clever Devices' normal charges and expenses for time or other resources provided by Clever Devices to diagnose or attempt to correct any such problem. In addition, the Customer will be responsible for procuring, installing, and maintaining all equipment, communication interfaces, and other hardware or software necessary to operate the Software Product(s) and to obtain maintenance services from Clever Devices. Clever Devices will not be responsible for delays caused by events or circumstances beyond its reasonable control.

Requests for support for licensed Software Products no longer under Warranty or not covered by a current, valid Software Maintenance Agreement will require repurchase of the Software License(s).

5.11 COMMERCIAL OFF THE SHELF (COTS) SOFTWARE

COTS Software that is in use and required to deploy the Clever Devices' solution will be managed and maintained by the Customer unless otherwise explicitly stated otherwise in this agreement. Some examples of COTS software are, but not limited to: Computer Service Operating System Software, Sequel Database Software, Virus Protection Software, any security protection software. It is the sole responsibility of the Customer to ensure that they are maintaining their COTS environment.

5.12 CUSTOMER OWNED IT INFRASTRUCTURE

Unless otherwise specified in this agreement, the support and management of any customer owned IT Infrastructure, including, but not limited to:

- Servers
- Firewalls
- Routers
- Switches
- Network

Shall be the responsibility of the Customer. The Customer shall ensure that they are maintaining their IT Infrastructure in accordance with IT best practices as it relates to security, patching, memory, storage and file maintenance. Clever Devices shall only be responsible for the support and maintenance of their applications that make use of the Customer's IT Infrastructure.

6 ADDITIONAL SCOPE OF WORK

Please see Attachment C, if applicable.

7 SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first above written.

Clever Devices Ltd.

CONTRACTOR

By: _____
(Signature)

Name: Dean Roussinos
(Print)

Title: Executive Vice President

Dated: _____

New Orleans Regional Transit Authority

CUSTOMER

By: _____
(Signature) Authorized Representative

Name: _____
(Print)

Title: _____

Dated: _____

ATTACHMENT A – LIST OF COVERED HARDWARE PRODUCTS

Product	Quantity
IVN4 - IVN4 is End of Support 12/31/2025	38
IVN-R	69
IVN5	83
TCH	118
TCH - Zero Client	135
EA Switch	187
AVC Microphone	29
ETS Microphone	3
Multi-Band Antenna (5-element)	190
URLC	121
URLC-R	69
Interior LED Sign	184
CleverVision Display 29"	29
CleverVision Display 37"	29
Hella APS-R	106
DA250	190
IBR 1700-500 Router (CD Part # 5800-)	32
APX-4500 Radio	3

ATTACHMENT B – LIST OF COVERED SOFTWARE PRODUCTS

Product	Quantity to Support 187 Vehicles
AVM	1 ⁽²⁾
BusLink/DataLink	1
BusTime	1
CleverVision Content Manager (Perpetual and SaaS)	1 ⁽³⁾
CleverWorks	1
CleverCAD	1
CleverCAD Mobile	1
CleverReports	1
DCC	1
Disruption Management	1
On-board Software (BusWare as applicable including DVR integration, Pre-Trip Inspection, Text-To-Speech (Eng and Spanish), Radio Integration and Turn-By-Turn)	1
RideCheck+	1 ⁽⁴⁾

⁽²⁾ AVM not applicable for Streetcars and Ferries.

⁽³⁾ CleverVision Content Manager: Perpetual licenses for 113 Fixed-Route buses + 66 Streetcars, and SaaS for 29 Fixed-Route buses.

⁽⁴⁾ **Ridecheck Plus End of Life is December 31, 2025:**

Clever Devices will no longer release updates to Ridecheck Plus desktop, hosted, or tablet software.

Ridecheck Plus End of Service is August 1, 2026:

Ridecheck Plus desktop, hosted, or tablet software will continue to process APC data and generate reports until August 1, 2026.

Additional Product	Quantity
General Console Adapter	4

8 – PRICING

8.1 CONFIDENTIAL QUOTATION

ATTN:	Sterlin Stevens	DATE:	August 22, 2025
COMPANY:	New Orleans Regional Transit Authority (NORTA)		
EMAIL:	sstevens@rtaforward.org	OPP ID #:	0063s00000JRTWI
		PR #:	10697
ADDRESS:	2817 Canal Street New Orleans, Louisiana 70119	RE:	NORTA - Fixed Route SW and HW Maintenance 12/1/2025 - 11/30/2028
PHONE:			

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

Item	Qty	Description	Unit Price	Extended Price
12/1/2025 - 11/30/2026				
1	1	Clever Devices HW Warranty and Software Maintenance	\$242,276.00	\$242,276.00
2	1	Ferry Addition	\$3,123.00	\$3,123.00
3	1	DM Addition	\$24,626.00	\$24,626.00
Total				\$270,025.00
12/1/2026 - 11/30/2027				
4	1	Clever Devices HW Warranty and Software Maintenance	\$262,898.00	\$262,898.00
5	1	Ferry Addition	\$3,217.00	\$3,217.00
6	1	DM Addition	\$25,364.00	\$25,364.00
Management Discount				-\$13,880.00
Total				\$277,599.00
12/1/2027 - 11/30/2028				
7	1	Clever Devices HW Warranty and Software Maintenance	\$270,360.00	\$270,360.00
8	1	Ferry Addition	\$3,313.00	\$3,313.00
9	1	DM Addition	\$26,125.00	\$26,125.00
Management Discount				-\$14,276.00
Total				\$285,522.00
Grand Total				\$833,146.00

Notes:

- As the scope and impact of recent and future tariffs are still to be determined, we are staying abreast of updates and taking all necessary steps to mitigate the impact on our customers. This quotation does not reflect fees that the Purchaser may have to pay as a result of applicable tariffs.

In the event circumstances outside of our control force us to revisit the price or schedule, we will communicate this prior to acceptance of a purchase order and revise this quotation accordingly. We will continue to work closely with our suppliers to minimize increases in prices and lead times.

- Management discount is only valid if a 3 year contract is executed.

Payment Milestones:

- Invoices for annual services will be issued 30 days prior to the start of the contract term

Primary Customer Point of Contact:

Mark Jason
Strategic Account Manager
mjason@cleverdevices.com
516-316-2093

Prepared By:

Michael Criscuolo
Senior Financial Analyst



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 25-134

Board of Commissioners

Contract Award to IV Waste, LLC for Non-Hazardous Waste Disposal Services

DESCRIPTION: Contract/Purchase Order to IV Waste for Non-Hazardous Waste Disposal Services	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ☒ Approval ☐ Review Comment ☐ Information Only ☐ Other	

RECOMMENDATION:

To authorize the Chief Executive Officer to award a four-year contract to the successful bidder IV Waste, LLC regarding IFB No. 2025-026 for non-hazardous waste disposal services in the amount of \$144,006.08.

ISSUE/BACKGROUND:

The Regional Transit Authority's (RTA) current contract for non-hazardous waste disposal services is scheduled to reach its expiration in October 2025. In preparation for the conclusion of this agreement, RTA initiated a competitive procurement process to secure a new service provider. Through this process, proposals were solicited from qualified contractors with the expertise and capacity to deliver comprehensive non-hazardous waste disposal services. The scope of work outlined in the solicitation requires contractors to furnish all necessary labor, equipment, and materials to ensure the safe, efficient, and compliant collection, removal, and disposal of non-hazardous waste. These services are to be performed at multiple RTA facilities, including the Canal Facility, the East New Orleans Facility, and the Carrollton Facility, each of which plays a critical role in supporting RTA's transit operations. The intent of the procurement is to identify a contract capable of maintaining consistent waste management practices that support regulatory compliance, environmental stewardship, and the uninterrupted functioning of RTA's facilities.

DISCUSSION:

IV Waste, LLC is the successful bidder to properly manage and remove non-hazardous waste at all RTA real property locations.

FINANCIAL IMPACT:

This four-year contract/purchase order will be in the amount of \$144,006.08 (\$36,001.52 annually) through account code 01-2843-99-7155-166-00-00000-00000 based on Non-Hazardous Waste Services IFB 2025-026.

NEXT STEPS:

Upon RTA board approval, staff will issue a notice to proceed to IV Waste, LLC and initiate services.

ATTACHMENTS:

1. Board Resolution
2. Procurement Summary IFB 2025-026
3. Bid Response Summary - IFB 2025-026
4. ICE
5. Notice of Intent to Award Letter

Prepared By: Shirelle LaMothe-Lodge
Title: Facilities Manager

Reviewed By: Ryan Moser
Title: Chief Asset Management Officer

Reviewed By: Gizelle Banks
Title: Chief Financial Officer



Lona Edwards Hankins
Chief Executive Officer

10/6/2025

Date



RESOLUTION NO. _____

FILE ID NO. 25-134

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO AWARD A CONTRACT/PURCHASE ORDER TO IV WASTE LLC FOR NON-
HAZARDOUS WASTE DISPOSAL SERVICES**

Introduced by Commissioner _____, seconded by Commissioner
_____.

WHEREAS, the Regional Transit Authority (RTA) requested bids from qualified contractors to provide hazardous waste disposal services, including identification, labeling, collection, transportation, and disposal of hazardous waste in accordance with applicable state and federal laws. By seeking bids from qualified contractors; and

WHEREAS, the agency issued invitation for bids (IFB 2025-026) seeking qualified contractors to provide non-hazardous waste disposal services at RTA's Canal Facility, East New Orleans Facility, and Carrollton Facility; and

WHEREAS, IV Waste LLC submitted the successful bid to properly manage and remove non-hazardous waste at all RTA real property locations; and

WHEREAS, funding for the four-year contract/purchase order is made available through account code 01-2843-99-7155-166-00-00-00000-00000, with a total cost not to exceed **ONE HUNDRED FORTY-FOUR THOUSAND SIX DOLLARS AND EIGHT CENTS (\$144,006.08)**; and

RESOLUTION NO. _____

Page 2

NOW, THEREFORE, BE IS RESOLVED, by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, is authorized to award a contract/purchase order to IV Waste for non-hazardous waste disposal services.

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

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE Choose an item. **DAY OF OCTOBER, 2025.**

FRED A. NEAL, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS

PROCUREMENT SUMMARY - IFB 2025-026

REQUIREMENTS

Board approval is required for this solicitation for Non-Hazardous Waste Disposal Services. There was no DBE goal established for this solicitation per the RTA Routing Sheet.

Procurement Policy:

The Independent Cost Estimate for this procurement is \$37,107.00, which exceeds the Small Purchase threshold of \$25,000.00; therefore, in compliance with the Regional Transit Authority of New Orleans Procurement Policies and Procedures Manual, Section VII.B., this procurement shall be conducted through formal advertising (competitive means).

Procurement Method:

More than one responsive and responsible offeror can meet the solicitation requirements. Specifications furnished by the user department are complete, adequate, precise, and realistic. No discussions or negotiations required to address technical requirements; the award will be issued to the lowest responsible/responsive bidder. Therefore, the IFB method of solicitation is the method of procurement.

SOLICITATION

Invitation for Bids (IFB) No. 2025-026 Public Notice was published in The Advocate, RTA's website, & RTA's Procureware site. The Public Notice and the IFB 2025-026 bid documents were posted on the RTA website beginning July 25, 2025. The IFB submittal deadline was August 22, 2025, at 1:00 pm.

IFB SUBMITTAL

The Bid Opening Meeting was conducted on August 22, 2025, at 1:00 pm.

Required documents included: Unit Price Form, Non-Collusion Affidavit, Insurance, Participant Information Form, and Certificate of Insurance.

DETERMINATION

There were two (2) bids received, and both were determined responsive and responsible.

SUBMITTAL ANALYSIS

Respondents

River Parish Disposal
IV Waste, LLC

Pricing

\$52,758.88 (4yrs = \$211,143.52)
\$36,001.52 (4yrs = \$144,006.08)

Prices are determined to be fair and reasonable based on competition.

SUMMARY

Based on the information above, the bids received were prepared and sent to the Procurement Department for further review.

An Administrative Review Form was prepared by Contract Administrator, Leah LeBlanc.

Procurement Department recommends awarding the lowest responsive and responsible bidder, IV Waste LLC.

Recommendation submitted to the requesting department on August 25, 2025. **Board Approval is required.**

Bid Response Summary

Bid Number IFB 2025-026
Bid Title Non-Hazardous Waste Disposal
Due Date Friday, August 22, 2025 1:00:00 PM [(UTC-06:00) Central Time (US & Canada)]
Bid Status Closed to Bidding
Company IV Waste, LLC
Submitted By Sidney Torres - Friday, August 22, 2025 11:57:59 AM [(UTC-06:00) Central Time (US & Canada)]
Sales@ivwaste.com 5042246670

Comments

Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	IFB 2025-001	please upload bid documents	RTA Waste IFB #2025-026 8.22.25.pdf

NON-HAZARDOUS WASTE DISPOSAL BID

NEW ORLEANS REGIONAL TRANSIT AUTHORITY

IFB 2025-001

Address: 2817 Canal Street, New Orleans, LA, 70119

Telephone: 504-248-3900

IV Waste, L.L.C.

730 S Pierce Street, New Orleans, LA 70119

504-224-6670 (Office)

866-410-0061 (Fax)

www.ivwaste.com



IFB-2025-001 BID PROPOSAL

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Technical Approach	9-12
Buy American Certificate of Compliance	14
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Certification regarding debarment, suspension, ineligibility and voluntary exclusion – Lower tier covered transaction	16
Non Collusion Affidavit	18
Participant Information Form	19
Unit Price Form	21



IFB 2025-001

Points of Contact: Sidney Torres IV/ Julie Tufaro

Telephone Numbers: 504-224-6670

State of LA Contractor's License# 56848

LA DEQ Waste Hauler License# T-071-14233

LA DEQ Agency Interest # 213245

IV Waste, L.L.C. is pleased to submit this bid proposal in response to The New Orleans Regional Transit Authority request for weekly service for 4 units located at three separate locations across New Orleans. These units will be located at 2817 Canal Street, 3900/3901 Desire Parkway, and 8201 Willow Street. We understand the bid requirements and are ready and able to provide Non-Hazardous Waste disposal services for The New Orleans Regional Transit Authority.

We have read and understood the Request for Proposal package, its dates, deadlines, definitions, and requirements of the package. We have delivered our sealed proposal to The New Orleans Regional Transit Authority electronically on August 21st, 2025.

We understand the work described in the bid. We are willing to perform those services and enter into a contract with The New Orleans Regional Transit Authority. Our service will include all labor, equipment and materials necessary for the solid waste collection and disposal of 4 units located at 2817 Canal Street, 3900/3901 Desire Parkway, and 8201 Willow Street.

Respectfully Yours,

Sidney D. Torres, IV, President IV Waste, L.L.C



PROPOSER QUALIFICATIONS AND EXPERIENCE

IV Waste, LLC is locally owned and operated. IV Waste is owned by Sidney Torres, IV the former owner of SDT Waste and Debris Services, LLC ("SDT"). IV Waste is an insured and licensed company able to provide the service requested by The New Orleans Regional Transit Authority.

IV Waste LLC is a "leading" company in the state of Louisiana, charged with the responsibility of serving daily waste management needs through different cities and parishes across South Louisiana. IV Waste understands the complexity of various waste streams and has the expertise and staff to assess, develop, and implement a plan for responsible, safe, and efficient service provided to all its customers.

IV Waste LLC began operations on August 1st, 2016, with the main focus of providing commercial trash service collection in the New Orleans Metro Area, it later expanded their services to other lines of business. During the past 7 years, IV Waste has experienced tremendous growth and it is now the main trash collection service provider for over 100,000 residential customers and over 5,000 commercial customers in over a dozen cities and 3 parishes around the New Orleans metropolitan area.

IV Waste's robust business model, strong management team, and dedicated team of employees have been the foundation for the company's continued success. The company is headquartered in Mid City New Orleans where it operates a strategically located state of the art facility that allows the company to provide its customers with best quality of service and prompt response when needed.



IV Waste possesses a strong business model that has allowed the company to develop a competitive advantage in the industry, which also has allowed the company to achieve long term sustainable growth while still offering a premium great quality service. Throughout its existence, IV Waste has never missed any garbage pickups or left any of its customers without a service.

The company possesses a successful proven track in asset management which has provided IV Waste with enough excess capacity to increase operational needs in short periods of time. IV Waste's top management team has over 50 years of combined work experience in the waste management business. The company owner and founder Sidney Torres IV started his first garbage collection company SDT Waste and Debris in 2006. The core management team at IV Waste is made up of some of the best talent from SDT Waste and Debris, all these key employees know the level of service that is expected by Mr. Torres and always perform to this level of expectation. IV Waste's strong team approach provides the company with a very dynamic and diverse management team that shares a strong organizational culture.

IV Waste currently employs over 200 people, all employees are treated like family. Some of these individuals are long-time employees of Mr. Torres and have close ties to the organization. The company puts a lot of value into employee commitment and satisfaction, IV Waste provides all its personnel with competitive pay and a full array of employee benefits.

As long-term local resident and business owner, Sidney Torres is also committed to make the New Orleans Metropolitan area a better place to live. The dedication to his businesses, strong commitment to stakeholders, and outstanding service to his customers have positioned his business enterprises among some of the best in the region.



Mr. Torres and IV Waste's strong ties to the local community have helped them achieve a strong sense of responsibility for the needs and the quality of life of residents and businesses in the community. This was particularly evident when the residents of New Orleans were in dire need of trash collection services in 2021, IV Waste stepped into the plate to serve the residents of New Orleans. During those challenging times, the City of New Orleans was faced with poor quality service from the existing contractor. In a short period of time, IV Waste demonstrated its responsiveness and commitment to the people of New Orleans by stepping in and being pro-active, innovative, and creative with the recovery and clean-up efforts.

Another great achievement of Mr. Torres which had a direct impact to the City of New Orleans, was to be an intrinsic part in the cleaning of the New Orleans French Quarter in 2008. Sidney Torres IV brought back to the French Quarter a sense of pride that had been lone gone. For this great service to the City of New Orleans and the French Quarter, Mr. Torres was given the keys to the city and received ample recognition from both the mayor and the New Orleans City Council.

IV Waste's president, Sidney Torres IV, promises to offer competitive prices and to provide the best possible service to all their customers, while providing brand new equipment and state of the art technology for enhanced productivity. IV Waste currently has a fleet of Roll-Off, Frontload, and Rear load trucks that serve communities in the New Orleans metropolitan area. The company also has a fleet of over 3,500 containers which include roll-off, front load, and rear loader.

IV Waste has proven to be more efficient than its competitors, it employs environmentally safe procedures, and is pro-active in addressing issues regarding solid waste and debris collection and related cleaning services.

IV Waste has also in place a Fleet Safety Program to promote and ensure consistent guidelines for the safe and proper operation of its fleet and the safety of its employees and the public. This program has resulted in reducing injuries, saving lives, and improving efficiency in operations.



IV Waste's Fleet Safety Program includes the following guidelines to ensure consistency within IV Waste and allow for better management and employee accountability:

- Driver Qualification - each employee has completed a Driving Record Report which has been verified by obtaining a driving record abstract from the state Motor Vehicle Department.
- Vehicle and equipment maintenance – in the event of an accident, IV Waste vehicles are spec'd with reasonable safety features including rear window defogger/wipers, passenger side rear view mirrors, air bags, anti-lock brakes, etc. Each vehicle will be maintained according to the vehicle's owner's manual; all maintenance and repairs will be recorded and retained on file. A manager inspects each employee's vehicle daily and each delivery vehicle will be inspected annually along with an Annual Driver Automobile Self-Inspection Report.
- Accident reporting and investigation - all accidents will be immediately reported, and an IV Waste supervisor will investigate each scene personally. Each accident will be evaluated within seven days to determine cause and preventability, utilizing the "Guide for Determining Preventability."
- Driver supervision and training - Annual motor vehicle department reports will be run on each employee assigned a company vehicle. Fleet safety will be rewarded in the salary or bonus program. Employees who incur two moving violations and/or at-fault accidents in 12 months will be required to attend a state approved defensive driving course. If employees incur three moving violations and/or at-fault accidents in one, they will lose their driving privileges until such time as management deems appropriate. A follow-up state approved defensive driving course will be mandatory.



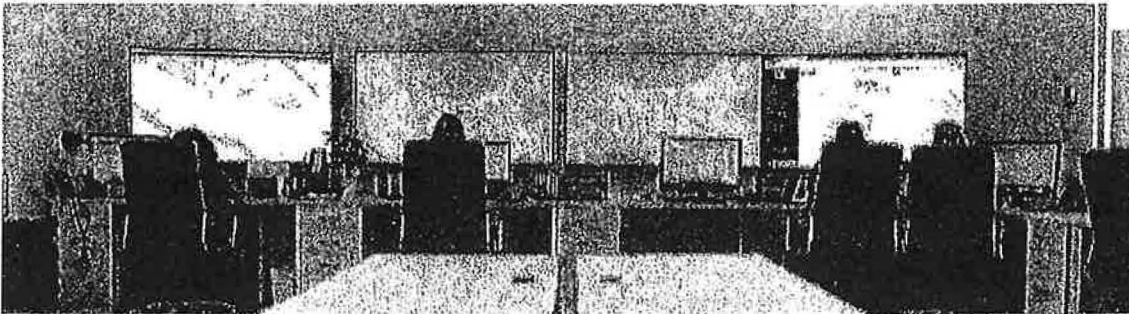
- IV Waste uses iMobile along with 3rd Eye Camera system to manage the fleet of trucks. iMobile is an app-based platform on iPads mounted in the trucks providing drivers real-time access for routes and other customer data. "Accountability and transparency will be available for all of our customers through our technology and GPS tracking ready on each truck. Every customer will have a unique geocode that allows us to know exactly when the truck makes the pickup or when the truck will be at the location. We pride ourselves on using technology to make us accountable for delivering the highest level of service."-Sidney D Torres IV.

A National Safety Council study determined that companies without a formal fleet safety program average over three times the accidents per vehicle annually compared to companies with a formal program. Upon hire, each employee of IV Waste is required to sign off on the Fleet Safety Program.

To ensure safety and operational standards, IV Waste fleet is inspected daily by the company's team of dedicated mechanics. Mechanical issues are addressed immediately to provide optimal operation of all company assets.



TECHNICAL APPROACH



Technology

Each truck will have a multifunction LED Strobe Light System, a two-way radio communication system, real time Global Positioning System (GPS), 360-degree camera system and iPad. The camera system will consist of (7) five separate cameras installed on each truck that will video the front, back and sides of the truck while the truck is in operation during all collection times.

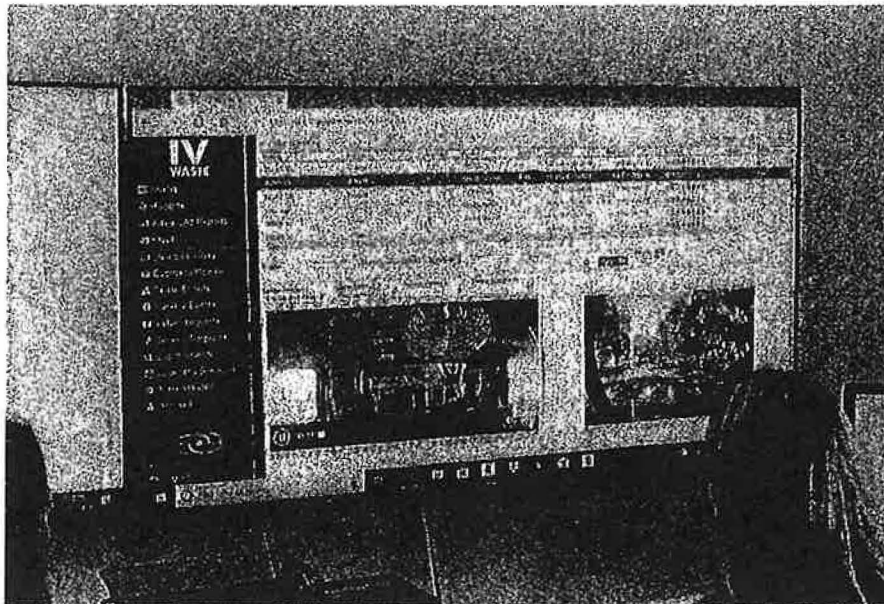
IV Waste uses the newest technology in our garbage trucks. This technology is called iMobile and it is integrated with our billing software and 3rd Eye Digital Fleet Solutions. iMobile is an app installed on an iPad which is mounted in our trucks and it gives our drivers real-time access to route data and give our customers and staff the most up-to-date information available. The driver can capture images of any issues encountered during route with the iPad. IV Waste's dispatchers receive real-time updates of service, work order statuses, and images that attach to work orders for cans that are not able to be serviced or cans that may require extra service. The tracking system on every vehicle gives IV Waste the resources to get the job done efficiently. There is a 3rd Eye Camera system installed in the front and rear of the trucks that records everything while the truck is powered on. The video generated from the trucks is live streamed in our dispatch office. We can see what the driver is always seeing. All this technology will be at the use and disposal of The New Orleans Regional Transit Authority, IV Waste is able



to generate reports for its customers and provide them with access to this technology to improve overall service. IV Waste also keeps backup trucks in their fleet to mediate with any unforeseen events that could result in a route disruption and to ensure that all scheduled services are provided without interruption.

The iMobile and 3rd Eye Digital system both have GPS functions that create a breadcrumb trail showing the path of the truck on the route. The dispatcher verifies monitors the routes of all of the trucks checking that no stops are missed.

The entire fleet of garbage trucks at IV Waste is equipped with multiple onboard cameras that record video continuously while the truck is in operation from 3rd Eye Digital. 3rd Eye Digital (3rd Eye) is the best fleet management tool to modify drivers' behavior, reduce accidents and ensure that all customers are serviced daily. 3rd Eye always allows management to know what's happening with each of our vehicles and drivers and provides us with the tools to help management make smarter, more productive decisions that helps IV Waste achieve consistent and reliable service to customers.





Live video streaming allows our dispatchers at the office to watch the trucks on a large LCD Monitors as they are on route servicing our customers. 3rd Eye provides camera feeds that can be accessed remotely – which provides real time information as of what's happening around the vehicle in real time. These technical capabilities will allow IV Waste to provide any information in regards to routes and garbage collections at their request. The cameras are strategically placed around the vehicle to give viewers a three-hundred-and-sixty-degree view of the vehicle's surroundings.

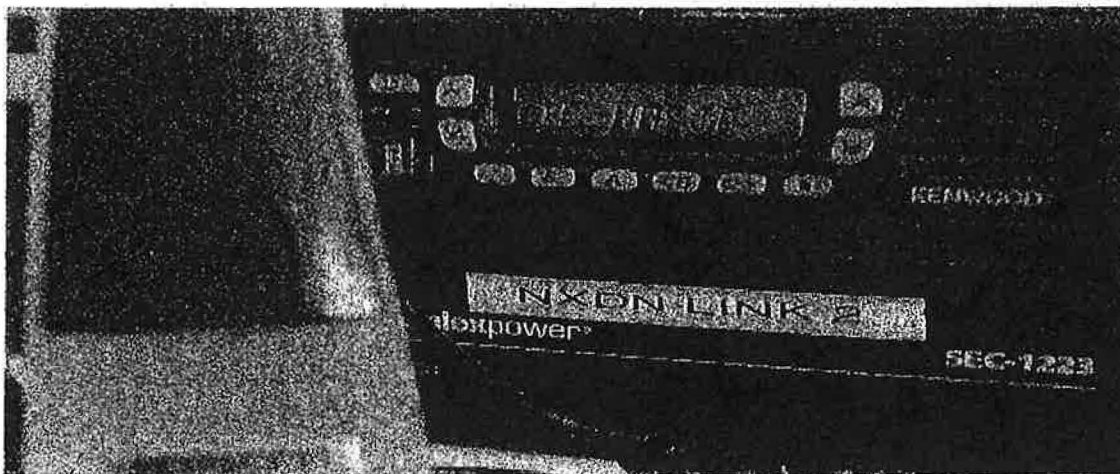
The live camera feeds provide a virtual ride along for management – as the viewer gets to see what the driver sees – as well as what is being captured via the other cameras. This is particularly valuable for driver and operator training purposes, as well as to be used for driver training and quality improvement. This feature is particularly valuable for verifying that all customers are serviced on the scheduled route and for post-accident fault investigation. Having the ability to download the footage quickly can give our customers assurance that they were serviced, and it can be the difference between being cited or being exonerated if the truck was involved in an accident. 3rd Eye features a Positive Service Verification, which is real-time video-based evidence to ensure our customers have been serviced and the can or container has been dumped.

Through both GPS route tracking, combined with video affirmation, a claim of no service can easily be investigated and resolved by receiving video footage of our truck at the service location that is in question. The video footage is sent to us from 3rd Eye in the format of a web link that the user can click on and watch video from the cameras on the truck 30 seconds before the truck arrives at the location, while at the location and up to a minute after the truck leaves the location.

The video will allow the viewer to see all of the camera views on the truck in multiple boxes on the screen at the same time. There are multiple benefits of having the 3rd Eye system integrated in our fleet. It allows us to monitor our driver's behaviors from the dash camera.



The dash camera identifies risky behaviors, and it generates a notification to review. These notifications are reviewed daily by the dispatcher and manager. The notification is used in coaching sessions with the drivers and helpers. These coaching sessions are normally used to reward or correct employee behaviors. Drivers must always wear their seat belts and if a driver does not have on their seat belt the system will generate an infraction report for the non-use of the seat belt while the vehicle was in motion. The infraction report is then reviewed with the video of the infraction with the driver as a coaching session. These coaching sessions have been extremely effective in changing drivers' behavior and enforces safety awareness.



EQUIPMENT

Two serve this contract, IV Waste will be assigning 2 Rear Load trucks (1 active and 1 backup truck).



BID FORMS



BUY AMERICA

CERTIFICATE OF COMPLIANCE WITH SECTION 165(a)

The bidder or proposer hereby certifies that it will comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Date 8/21/25

Signature [Handwritten Signature]

Company Name IV WASTE, LLC.

Title OWNER / PRESIDENT.

RTA Project No. 2025-001



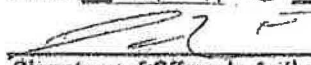
**CERTIFICATION ON PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS**

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

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

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

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

COMPANY IV WASTE, LLC
ADDRESS 730 S PIERCE ST NEW ORLEANS LA 70119
DATE 8/21/25

Signature of Offeror's Authorized Representative



**CERTIFICATION REGARDING DEBARMENT
SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION - LOWER TIER COVERED TRANSACTION**

1. The prospective lower tier participant certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this offer.
3. The Lower-Tier participant (Potential Contractor under a major Third Party Contract), certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C., 3801 ET SEQ are applicable thereto.

COMPANY IV WASTE, LLC
ADDRESS 730 S PIERCE ST, NEW ORLEANS LA 70119
DATE 8/21/25
[Signature]

Signature of Offeror's Authorized Representative



CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, SIDNEY D. TORRES, IV hereby certify on
(Name and Title of Officer or Official)
behalf of IV WASTE, LLC that
(Name of Offeror)

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

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

Executed this 31 day JANUARY, 2025.

By SIDNEY D. TORRES, IV

Witnesses [Signature]
(Signature of Authorized Official)

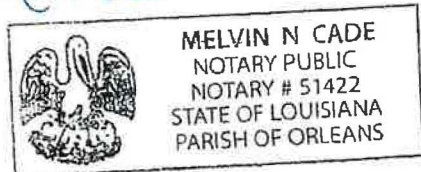
OWNER / PRESIDENT
(Title of Authorized Official)

Sworn to and subscribed before me on this 31st day of JANUARY, 2025.

Notary Public In and For Orleans Parish/County

State of LOUISIANA

17





NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA

PARISH OF ORLEANS

SIDNEY TORRES, IV, being first duly sworn, deposes and says that:

(1) He is (Owner) (Partner) (Officer) (Representative) or (Agent), of IV WASTE LLC, the Contractor that has submitted the attached bid;

(2) Such Bid is genuine and is not a collusive or sham Bid.

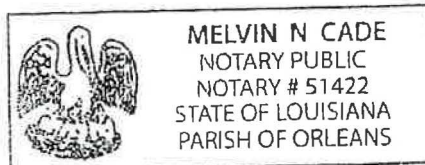
(3) The attached bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put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

Signed: [Signature]

Title: OWNER / PRESIDENT

Sworn to me and subscribed in my presence this 31ST day of JANUARY, A.D., 2025

[Signature]
NOTARY PUBLIC





PARTICIPANT INFORMATION FORM

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

Firm Name IV WASTE, LLC
Firm Address 730 S PIERCE ST, NEW ORLEANS LA 70119
Telephone Number 504-224-6670
Fax Number 866-410-0061
E-Mail Address _____
Firm's status as Disadvantaged Business Enterprise
(DBE) or (Non-DBE) (Non-DBE)
Age of the firm 9 YEARS
Annual gross receipts of the firm NORTH OF 50MM ANNUALLY.
Prime or Sub-Contractor N/A
NAICS code(s) 562111
I certify to the best of my knowledge that the above information is true and correct:
Signature [Signature]
Title OWNER / PRESIDENT
Date 8/21/25
RTA Project No. 2025-001

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

1.13 SINGLE BID RESPONSE

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

1.14 BID WITHDRAWAL

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

1.15 AWARD PROCEDURE

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

1.16 UTILIZATION OF MINORITY AND WOMEN OWNED BANKS

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

1.17 ADDENDA

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

Addendum No. 1, dated 8/15/25

Addendum No. _____, dated _____

Addendum No. _____, dated _____

IFB NO. 2025-001

IV Wagon, LLC
Company Name

[Signature]
Company Representative



PRICING PROPOSAL



UNIT PRICE FORM

SOLICITATION NUMBER: 2025-026

DESCRIPTION: Non-Hazardous Waste Disposal

OPEN DATE: July 24, 2025

DUE DATE: August 22, 2025

LINE	ITEM DESCRIPTION	UOM	QTY	UNIT COST	TOTAL COST (annual rate)
1	Location: Canal Street Six (6) Dumpsters Size: 8Yds Pickup four (4) times a week: Monday, Tuesday, Wednesday, and Friday	Per Week	52	572.16	29,752.32
2	Location: ENO Garage – Two (2) Dumpsters Size: 8yds Pickup once a week	Per Week	52	47.68	2,479.36
3	Location: ENO Administrative Building – One (1) Dumpster Size: 4yds Pickup once a week	Per Week	52	14.24	740.48
4	Location: Carrollton – Two (2) Dumpsters Size: 8yds Pickup once a week	Per Week	52	47.68	2,479.36
5	Dumpster Delivery Fee	Each	11	50.00	550.00

TOTAL BASE BID: 36,001.52 Annually

VENDOR NAME: IV Waste LLC
VENDOR ADDRESS: 730 S. Pierce Street
NAME OF AUTHORIZED SIGNATORY: Sidney P. Torres IV
TITLE OF AUTHORIZED SIGNATORY: owner / President
SIGNATURE OF AUTHORIZED SIGNATORY: [Signature]
DATE: 8.22.25



IWWASTE-01

LBOURGEOIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER World Insurance Associates, LLC 3636 South I-10 Service Road, Suite 100 Metairie, LA 70001	CONTACT NAME: Linda Bourgeois	
	PHONE (A/C, No, Ext): (504) 229-6274 242199	FAX (A/C, No):
INSURED IV Waste, L.L.C., IV Torres, LLC 730 S. Pierce Street New Orleans, LA 70119	E-MAIL ADDRESS: lndabourgeois@worldinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Atain Specialty Insurance Co	NAIC # 17159
	INSURER B: Timber Creek Casualty Insurance	17351
	INSURER C: StarStone National Insurance Company	25496
	INSURER D: Great American Alliance Insurance Company	26832
INSURER E: Evanston Insurance Company	35378	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			BWPF0081559R01	7/28/2025	7/28/2026	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			6403	7/28/2025	7/28/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	UMBRELLA LIAB ☒ EXCESS LIAB	☒ OCCUR		816610251ALI	7/28/2025	7/28/2026	EACH OCCURRENCE \$ 4,000,000
	☐ CLAIMS-MADE						AGGREGATE \$ 4,000,000
	DED	RETENTION \$					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCF36009700	7/28/2025	7/28/2026	☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒ N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution Liability			8599402	7/28/2025	7/28/2026	General Aggregate 2,000,000

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

The certificate holder shall be included in blanket Additional Insured endorsement on a Primary and Non-Contributory basis in respects to General Liability and Automobile Liability; and blanket Waiver of Subrogation in respects to General Liability, Automobile Liability and Workers Compensation, excess is follow form of General Liability, Commercial Auto Liability, and Employers Liability; all subject to policy terms, conditions and exclusions; as required by written contract subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

***	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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State Licensing Board for Contractors

This is to Certify that:

IV TORRES, L.L.C.
730 S. Pierce St
New Orleans, LA 70119

is duly licensed and entitled to practice the following classifications

SPECIALTY: INDUSTRIAL CLEANING AND MATERIAL/WASTE HANDLING



Witness our hand and seal of the Board dated,
Baton Rouge, LA 20th day of April 2022

Director

Chairman

Treasurer

Expiration Date: April 19, 2025

License No: 56848

This License Is Not Transferrable



UNIT PRICE FORM

SOLICITATION NUMBER: 2025-026

DESCRIPTION: Non-Hazardous Waste Disposal

OPEN DATE: July 24, 2025

DUE DATE: August 22, 2025

LINE	ITEM DESCRIPTION	UOM	QTY	UNIT COST	TOTAL COST (annual rate)
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3	Location: ENO Administrative Building – One (1) Dumpster Size: 4yds Pickup once a week	Per Week	52	14.24	740.48
4	Location: Carrolton – Two (2) Dumpsters Size: 8yds Pickup once a week	Per Week	52	47.68	2,479.36
5	Dumpster Delivery Fee	Each	11	50.00	550.00

TOTAL BASE BID: 36,001.52 annually

VENDOR NAME: IV Waste LLC
 VENDOR ADDRESS: 730 S. Pierce Street
 NAME OF AUTHORIZED SIGNATORY: Sidney D. Torres IV
 TITLE OF AUTHORIZED SIGNATORY: owner / President
 SIGNATURE OF AUTHORIZED SIGNATORY: [Signature]
 DATE: 8-22-25



Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119-6301

504.827.8300

www.norta.com

August 25, 2025

RE: Notice of Intent to Award
IFB #2025-026 - Non-Hazardous Waste

via email

Dear Mr. Torres:

After careful evaluation of the bids received in response to the above-referenced solicitation, The Regional Transit Authority Procurement Department has determined your company, IV Waste LLC, as the lowest, responsive, and responsible bid, for \$43,047.68 (forty-three thousand forty-seven dollars and sixty-eight cents), and recommends your company for a four-year agreement totaling \$144,006.08 (one hundred forty-four thousand six dollars and eight cents). Pending Board approval, the contract and purchase will be prepared.

Shirelle Lodge is the contact person for this project. She can be reached at (504) 827-8482.

If you have any questions regarding this award, please contact me at (504) 827-8337.

Regards,



Ronald Baptiste
Procurement Director
New Orleans Regional Transit Authority

cc Ronald Baptiste, Director of Procurement
Shirelle Lodge, Facilities Manager of Infrastructure and Planning
Leah LeBlanc, Contract Administrator



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 25-104

Board of Commissioners

CY 2024 Financial Audit, Single Audit & Statewide Agreed-Upon Procedures Acceptance

DESCRIPTION: Request Acceptance of the 2024 Financial Audit, Single Audit & Statewide Agreed-Upon Procedures conducted by Carr Riggs & Ingram	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ☒ Approval ☐ Review Comment ☐ Information Only ☐ Other	

RECOMMENDATION:

Acceptance of the 2024 Financial Audit, Single Audit & Statewide Agreed-Upon Procedures conducted by Carr Riggs & Ingram.

ISSUE/BACKGROUND:

Carr Riggs & Ingram has conducted and completed the financial statement audit for the year ending December 31, 2024, in accordance with generally accepted auditing standards in the United States of America and standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States. The financial audit aims to ensure that RTA is accountable for public funds, has adequate controls to remain transparent in its economic activities, and remains compliant with state and federal laws, regulations, and award programs.

DISCUSSION:

Acceptance of the 2024 Financial Audit, Single Audit & Statewide Agreed-Upon Procedures is requested from the Board of Commissioners.

Carr Riggs & Ingram conducted an in-depth review of internal control systems, financial statements, and supporting documents. Carr Riggs & Ingram reported three findings related to the financial statements:

2024-001 Related to RTA's ERP system conversion, which required account analysis and cleanup of old legacy balances. Review procedures are now in place to ensure accuracy and timely reporting going forward.

2024-002 Regarding internal control over self-insurance case reserves and structured settlements. Coordination has been strengthened between legal staff, the third-party administrator, and internal staff to improve oversight and reporting.

2024-003 Compliance-related finding regarding late submission of the audit report, which is a statutory requirement when extensions are required.

Carr Riggs & Ingram reported no findings related to the Federal Awards in the 2024 Single Audit Report. The Regional Transit Authority received an Unmodified Opinion, which is the best opinion

that you can receive related to the single audit and financial audit.

Carr Riggs & Ingram conducted the Statewide Agreed-Upon Procedures engagement for the fiscal year ended December 31, 2024, in accordance with the guidelines established by the Louisiana Legislative Auditor (LLA). The procedures focused on selected control and compliance areas applicable to the RTA.

Management's Response to Statewide Agreed-Upon Procedures

- Written updates to audit corrective actions will be documented at each Finance Committee meeting.

Exception noted in SAUP Final Report.

- Bank reconciliations are current and being completed within two months of statement close.

Exceptions noted in SAUP Final Report.

- Procurement policies were updated to require proper documentation, business purpose, and receipt tracking through an automated purchasing card approval system.

Exceptions noted in SAUP Final Report.

FINANCIAL IMPACT:

None.

NEXT STEPS:

The Agency agrees with the recommendations regarding the findings related to the financial statements and statewide agreed-upon procedures. Internal processes will be reviewed and strengthened to support compliance and ensure timely completion of future audit submissions.

ATTACHMENTS:

1. Board Resolution
2. 2024 Financial & Single Audit Report
3. RTA Statewide Agreement Upon Procedures Final Report

Prepared By: Jessica M. Lang
Title: Business Analyst

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



10/22/2025

Lona Edwards Hankins
Chief Executive Officer

Date



RESOLUTION NO. _____

FILE ID NO. _____

STATE OF LOUISIANA
PARISH OF ORLEANS

**RESOLUTION FOR THE ACCEPTANCE OF THE CY2024 FINANCIAL AUDIT, SINGLE
AUDIT & STATEWIDE AGREED-UPON PROCEDURES**

Introduced by Commissioner _____, seconded by Commissioner
_____.

WHEREAS, the Board of Commissioners retained the services of Carr Riggs & Ingram to perform the audit of the Schedule of Federal Financial Assistance for the year ending December 31, 2024; and

WHEREAS, Carr Riggs & Ingram has conducted and completed the audit in accordance with Generally Accepted Auditing Standards, Government Auditing Standards, (1994 Revision) issued by the Comptroller General of the United States and the provisions of the Office of Management and Budget Circular A-133, Audits of State and Local Governments; and

WHEREAS, the results of the 2024 Financial Audit, Single Audit & Statewide Agreed-Upon Procedures were presented at the October 28, 2025, Board Meeting; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority that the audited 2024 Schedule of Federal Financial Assistance is accepted and approved for submittal to the Federal Audit Clearinghouse (FAC).

Resolution No. _____

Page 2

**THE FOREGOING WAS READ IN FULL, AND 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 OCTOBER 2025.

**FRED NEAL, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS**



Regional Transit Authority

FINANCIAL STATEMENTS

December 31, 2024 and 2023

**FINANCIAL SECTION**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
Regional Transit Authority
New Orleans, Louisiana

Report on the Audit of the Financial Statements***Opinion***

We have audited the accompanying financial statements of the Regional Transit Authority (the "RTA"), as of and for the years ended December 31, 2024 and 2023, and the related notes to the financial statements, which collectively comprise the RTA's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the RTA, as of December 31, 2024 and 2023, and the respective changes in financial position and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the RTA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Change in Accounting Principle

As discussed in Note 2 to the financial statements, in 2024 the RTA adopted new accounting guidance, GASBS No. 101, Compensated Absences, which resulted in a cumulative effect of change in accounting principle to the December 31, 2023 and 2022 net position, respectively. Our opinion is not modified with respect to this matter.

Other Matter – Prior Period Adjustments and Restatement of 2023 Financial Statements

As described in Note 2, the RTA restated its 2023 financial statements related to an accrual of revenue and a reduction in payroll liabilities. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the RTA's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the RTA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the RTA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis information, on pages 4-12, and the GASB-required pension and OPEB supplementary information, on pages 56-59, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the RTA's basic financial statements. The Schedules of Changes in Restricted Asset Bond Accounts and Schedule of Compensation, Benefits, and Other Payments to Agency Head (the Schedules) are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 29, 2025, on our consideration of the RTA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the RTA's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering RTA's internal control over financial reporting and compliance.

Carr, Rigg & Ingram, L.L.C.

Metairie, Louisiana
September 29, 2025

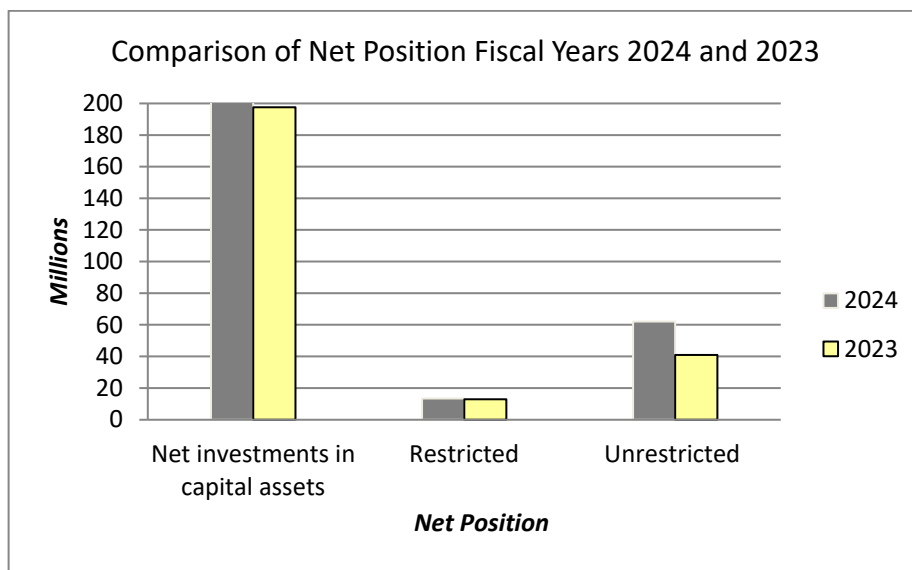
Regional Transit Authority Management's Discussion and Analysis

This section of the Regional Transit Authority's (the "RTA") annual financial report presents a discussion and analysis of the RTA's financial performance during the fiscal years ended December 31, 2024 and 2023. Please read it in conjunction with the RTA's financial statements, which follow this section.

FINANCIAL HIGHLIGHTS

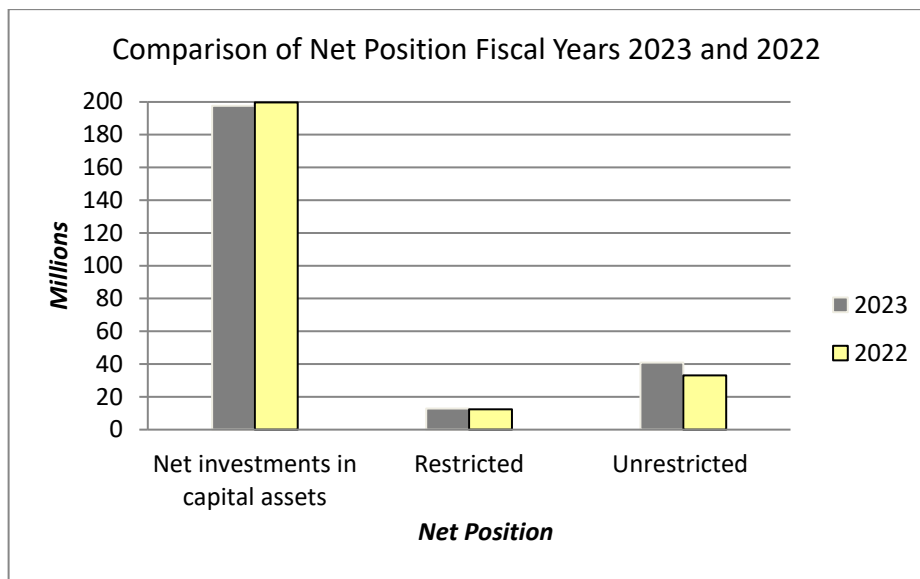
2024

In 2024, the RTA experienced a slight increase in passenger fare revenue as compared to 2023. We continue to experience the benefits of increased pass sales that began with our new fare structure adopted in 2022, coupled with an increase in mobile app users, which continues to grow exponentially. We also entered 1-year pilot program which introduced Zero Fares for Opportunity Youth ages 16-24 funded through the city of New Orleans. The RTA continued its regular operations of the routes that were redesigned in September of 2022. With the implementation of the expanded service, and the addition of 29 new buses put into service in the fall of 2024, the RTA continued to operate full peak service, to meet the public transit needs of customers. This resulted in total transit operating expenses of \$162.6M inclusive of maritime operations, which is an increase of 4.68% from 2023 due to required drydocking of the Levy vessel. The City of New Orleans continued to do well with events and tourism in 2024, however it seems to have leveled off from booms in previous years, as hotel/motel sales tax showed a decrease of 16.55%. Sales tax, however, increased slightly by 0.40%. Overall, our figures still showed that the RTA generated healthy returns, as we ended the year with \$94.3M in sales tax revenues and \$176.4M in total non-operating revenues. The RTA saw the completion of the new Canal Street Ferry Terminal and the Napoleon facility during FY 2024. The agency issued no new debt in 2024, as our credit rating remained positive, allowing capacity for larger capital projects in future years.



2023

In 2023, the RTA experienced a moderate increase in passenger fare revenue as compared to 2022. We continue to experience the benefits of increased pass sales that began with our new fare structure adopted in 2022, coupled with an increase in mobile app users. The RTA continued its regular operations of the routes that were redesigned in September of 2022, with recommendations made from the New Links study. With the implementation of the expanded service, the RTA operated its new peak service, to meet the public transit needs of customers. This resulted in total transit operating expenses of \$155.3M inclusive of maritime operations, which is an increase of from 2022. The City of New Orleans continued to do well with events and tourism in 2023, however the boom that we experienced in the latter part of 2022 leveled off, as general use and hotel/motel sales tax showed a slight decrease of nearly 2%. Overall, our numbers showed that the City generated healthy returns, as we ended the year with \$93.9M in sales tax revenues and \$140.1M in total non-operating revenues. The RTA began several other capital projects in 2023. The agency issued no new debt in 2023, as our credit rating remained positive, allowing capacity for larger capital projects in future years. While we experienced challenges with our fleet in 2023, we were able to initiate the procurement of 29 new buses through government grant funding to assist with replacing our aging fleet. The addition of new buses in 2024 will allow the RTA to continue serving the customers throughout our region.



OVERVIEW OF THE FINANCIAL STATEMENTS

This financial report consists of four parts: required supplementary information, including management discussion and analysis (this section), the basic financial statements, the notes to the financial statements, and other supplementary information.

Regional Transit Authority Management's Discussion and Analysis

The financial statements provide both long-term and short-term information about the RTA's overall financial status. The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of other supplementary information that further explains and supports the information in the financial statements.

The RTA's financial statements are prepared on the accrual basis in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The basic financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when a liability is incurred, regardless of the timing of related cash flows, expenses are recognized in the period in which they are incurred, and depreciation of assets is recognized in the Statement of Revenues, Expenses, and Changes in Net Position. All assets and liabilities associated with the operation of the RTA are included in the Statement of Net Position.

Net Position, the difference between the RTA's assets and deferred outflows of resources, and liabilities and deferred inflow of resources, is one way to measure the RTA's financial health or position. In 2024, the RTA's Net Position increased by \$36.3 million. The increase in the RTA's net position during 2024 is primarily attributed to an increase in grants from the FTA and drawdown of the ARPA funding for vehicles and operating expenses, offset by a \$7.3 million increase in operating expenses. The RTA's total liabilities in 2024 decreased by approximately \$14.7 million compared to total liabilities for 2023. In 2024, the RTA received approximately \$94.3 million in sales tax revenues from the City of New Orleans.

2024 Net Position

The RTA's total net position at December 31, 2024, increased to approximately \$287.7 million, a 14.4% increase from December 2023 (see Table A-1). Total assets increased 6.7% to approximately \$432.0 million and total liabilities decreased 8.7% to approximately \$154.0 million. Restricted assets increased from December 31, 2023, values to \$13.4 million and capital assets increased to \$296.2 million respectively. The unrestricted net position balance increased approximately \$21.1 million from approximately \$40.9 million at December 31, 2023, to approximately \$62.0 million at December 31, 2024.

2023 Net Position

The RTA's total net position at December 31, 2023, increased to approximately \$251.4 million, a 2.6% increase from December 2022 (see Table A-1). Total assets decreased 6.5% to approximately \$405.1 million and total liabilities increased 3.1% to approximately \$168.7 million. Restricted assets increased from December 31, 2022, values to \$12.9 million capital assets decreased to \$288.1 million respectively. The unrestricted net position balance increased approximately \$7.9 million from approximately \$33.0 million at December 31, 2022, to approximately \$40.9 million at December 31, 2023.

Regional Transit Authority
Management's Discussion and Analysis

Table A-1
Regional Transit Authority's Net Position
(in thousands of dollars)

	2024	2023 (restated)	Increase (Decrease)	2022 (restated)
Current assets	\$ 119,868	\$ 104,059	15.2%	\$ 95,919
Restricted assets	13,367	12,917	3.5%	12,497
Capital assets	296,191	288,103	2.8%	292,364
Net pension asset	2,602	-	100.0%	32,419
Total assets	432,028	405,079	6.7%	433,199
Deferred outflow of resources	11,335	16,950	-33.1%	632
Current liabilities	56,889	54,971	3.5%	50,317
Long-term liabilities	97,115	113,748	-14.6%	113,323
Total liabilities	154,004	168,719	-8.7%	163,640
Deferred inflow of resources	1,650	1,911	-13.7%	25,095
Net investment in capital assets	212,324	197,553	7.5%	199,640
Restricted	13,367	12,917	3.5%	12,413
Unrestricted	62,018	40,929	51.5%	33,043
Total net position	\$ 287,709	\$ 251,399	14.4%	\$ 245,096

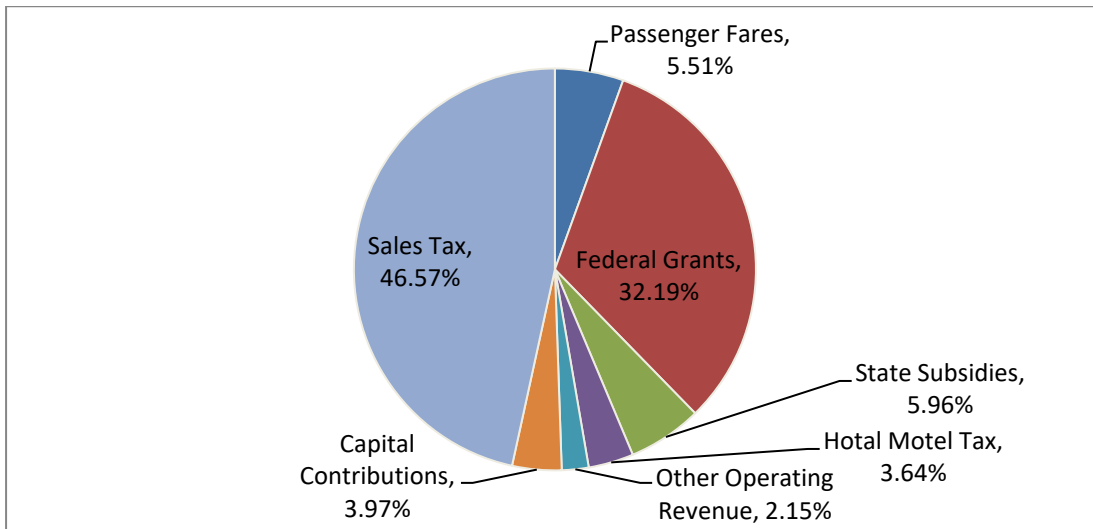
2024 Changes in Net Position

The change in net position for the year ended December 31, 2024, was approximately \$36.3 million or 476.1% more than the year ended December 31, 2023. The RTA's operating revenues increased 3.6% to approximately \$14.4 million, and total operating expenses increased 4.7% to approximately \$162.6 million. The changes in net position are detailed in Table A-2; operating expenses are detailed in Table A-3.

Passenger fare revenues increased 0.9% to approximately \$11.2 million compared to \$11.0 million in 2023. Non-operating revenues increased 25.9% to approximately \$176.4 million. Federal funding in 2024 was \$72.2 million as compared to \$27.8 million in 2023 and State funding decreased to \$12.1 million in 2024 compared to \$12.4 million in 2023.

Regional Transit Authority Management's Discussion and Analysis

2024 Revenue Sources

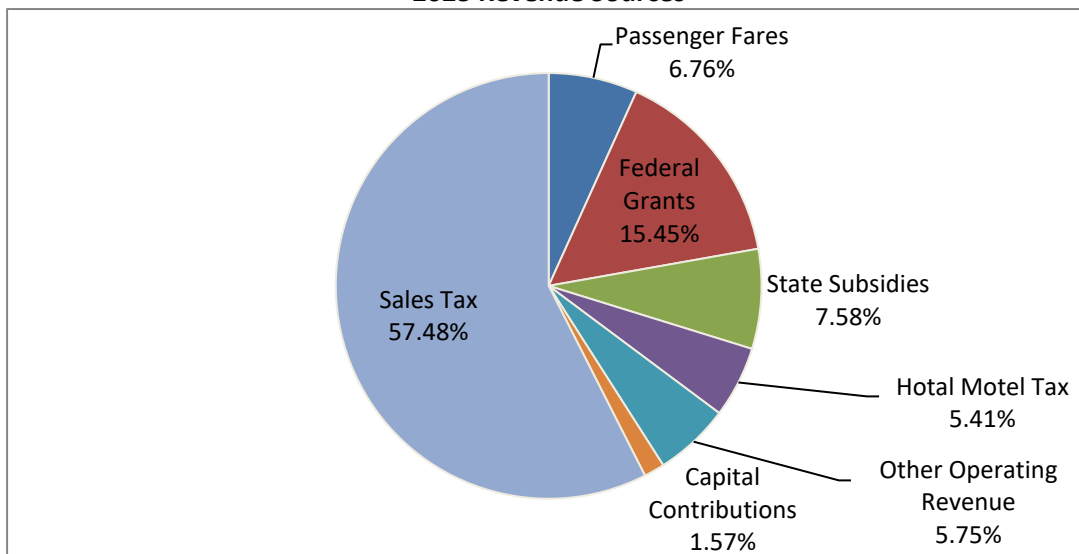


2023 Changes in Net Position

The change in net position for the year ended December 31, 2023, was approximately \$6.3 million or 62.9% less than the year ended December 31, 2022. The RTA's operating revenues increased 2.2% to approximately \$13.9 million, and total operating expenses increased 6.7% to approximately \$155.3 million. The changes in net position are detailed in Table A-2; operating expenses are detailed in Table A-3.

Passenger fare revenues increased 4.7% to approximately \$11.0 million compared to \$10.6 million in 2022. Non-operating revenues increased 4.3% to approximately \$140.1 million. Federal funding in 2023 was \$27.8 million as compared to \$40.5 million in 2022 and State funding increased to \$12.4 million in 2023 compared to \$7.2 million in 2022.

2023 Revenue Sources



Regional Transit Authority Management's Discussion and Analysis

Table A-2
Regional Transit Authority's Changes in Net Position
(in thousands of dollars)

	2024	2023 (restated)	Increase (Decrease)	2022 (restated)
Operating Revenues:				
Passenger fares	\$ 11,153	\$ 11,046	0.9%	\$ 10,559
Other	3,266	2,864	14.0%	3,060
Total operating revenues	14,419	13,914	3.6%	13,618
Operating Expenses:				
Operating expenses	137,449	133,356	3.1%	124,029
Depreciation	25,137	21,968	14.4%	21,968
Total operating expenses	162,586	155,324	4.7%	145,540
Operating loss	(148,167)	(141,410)	4.8%	(131,922)
Non-operating revenues-net	176,440	140,150	25.9%	134,403
Capital contributions	8,037	7,563	6.2%	14,496
Change in net position	36,310	6,303	476.0%	16,977
Total net position, beginning of year	251,399	245,096	2.4%	228,119
Total net position, end of year	\$ 287,709	\$ 251,399	14.4%	\$ 245,096

Table A-3
Regional Transit Authority's Operating Expenses
(in thousands of dollars)

	2024	2023 (restated)	Increase (Decrease)	2022 (restated)
Labor and fringe benefits excluding post-retirement benefits	\$ 92,939	\$ 82,440	12.7%	\$ 80,191
Post-retirement benefits	(4,397)	(458)	860.0%	(9,600)
Depreciation	25,137	21,968	14.4%	21,511
Contract services	27,778	22,993	20.8%	21,577
Insurance and self-insured costs	8,842	12,352	(28.4)%	11,135
Materials, fuel, and supplies	9,320	13,503	(31.0)%	11,893
Utilities	1,696	1,570	8.0%	1,739
Taxes, other than payroll	96	275	(65.1)%	397
Leases	226	204	10.8%	162
Miscellaneous	949	477	99.0%	6,232
Total operating expenses	\$ 162,586	\$ 155,324	4.7%	\$ 155,218

2024 Capital Assets

As of December 31, 2024, the RTA had invested approximately \$767.2 million in capital assets. Net of accumulated depreciation, the RTA's capital assets at December 31, 2024, totaled approximately \$296.2 million. Capital additions for the year ended December 31, 2024, included approximately \$4.9 million in construction in progress, approximately \$1.1 million in furniture, shelters and rail equipment and \$95 thousand in building upgrades and approximately \$28.9 million in transportation vehicles. Additionally, there were approximately \$41.4 million transfers to buildings from CIP and approximately \$2.4 million in transfers into busses, street cars and service vehicles from CIP.

2023 Capital Assets

As of December 31, 2023, the RTA had invested approximately \$733.9 million in capital assets. Net of accumulated depreciation, the RTA's capital assets at December 31, 2023, totaled approximately \$288.1 million. Capital additions for the year ended December 31, 2023, included approximately \$10.5 million in construction in progress, approximately \$6.1 million in furniture, bus shelters and rail equipment and \$141 thousand in building upgrades and approximately \$944 thousand in transportation vehicles.

2024 Debt Administration

During 2024, there was no unusual bond activity outside of the normal principal and interest payments based on bond amortization. No new debt was issued in the 2024 fiscal year. The RTA was awarded an AA-positive long-term rating by S&P Global Inc. This upgrade from A+ stable to AA-positive primarily reflected outstanding sales tax revenue bonds. S&P Global expressed confidence that rebounded pledged revenues would remain steady, reinforcing robust coverage and liquidity. The rating also mirrored RTA's strong economic fundamentals, supported by a thriving and diverse economy that serves as a dynamic engine for the state. With historically low volatility in nationwide sales taxes, the agency maintained overall strong creditworthiness based on sales tax revenue bonds.

2023 Debt Administration

During 2023, there was no unusual bond activity outside of the normal principal and interest payments based on bond amortization. No new debt was issued in the 2023 fiscal year. On April 9, 2021, S&P Global Ratings revised their rating from A+ with a negative outlook to A+ stable. On July 29, 2020, Moody's Investor Service reviewed and assigned a rating of Aa3 to the New Orleans Regional Transit Authority Sales Tax Revenue Refunding Bonds. This rating has been extended as of July 2022. In September of 2022, S&P Global Ratings upgraded the RTA's bond rating from A+ Stable to A+ Positive.

ECONOMIC FACTORS

The City of New Orleans has seen the signs of flourishing tourism as events returned to the City of New Orleans since 2022. In 2024, the RTA implemented the spending plan for the \$59.8 million of ARPA funds which included the addition of the 29 new buses to replace the aging fleet and several infrastructure projects that will help move forward equitable and reliable transit in the City of New Orleans.

The Rampart Streetcar route reopened in May of 2024 after being closed due to the Hard Rock Hotel collapse in 2019. Management will analyze the impact on this line reopening on operating expenses, ridership and fare revenue events on ridership and revenues.

In 2024 the RTA resumed Labor negotiations with the United Labor Union, Local 100 (ULU), for RTA's administrative personnel. The contract, which is in the final stages of negotiations and review, is anticipated to be ratified before the end of the year, with an effective date of July 1, 2024, and ending on June 30, 2027.

Future Impacts

In 2025, RTA will continue making significant strides in infrastructure and fleet improvements. With a strong credit rating, affirmed by our rating agencies (S&P and Moody's) and no new debt issued in 2024, RTA remains well-positioned for future transit investments.

Capital investment remained a priority in 2024, with the Algiers Ferry Terminal Renovation Project advancing through critical planning, design, and outreach phases. This \$9.8 million project is set to enter procurement in Spring 2025, delivering an updated terminal that enhances the experience for transit riders, ferry operators, and the Algiers community. Several other capital investments are in the planning stage, that we anticipate seeing a move to design and development as we progress through 2025 and 2026.

The City of New Orleans hosted Super Bowl LIX in February of 2025. The RTA has been instrumental in transit planning and reading our fleet, bus stops and technology to assist the city in preparation of increased visitors and transit needs during this time. The City of New Orleans is estimating an additional \$13.8 million in one-time revenue that will be generated by the Super Bowl, resulting in an overall 3.2% increase in other taxes (Sales and Hotel/Motel), for which otherwise were forecasted to remain flat. With the addition of Super Bowl and Mardi Gras revenue directly impacting Sales and Hotel Motel Taxes for the City, the Regional Transit Authority saw an increase in our tax payments from the City during the months of February and March and April of 2025. These tax projections are directly linked to our operating revenue budget for the year 2025, resulting in positive General Use Sales Tax and Hotel Motel Tax for the agency. However, the city is projecting a decrease in General Use sales and hotel motel tax for the remainder of 2025 and for the next 2-3 years as we see a decline in tourism, that will project will negatively impact our sales tax revenue. As a result, RTA is reviewing operational efficiencies and actively working to grow fare and alternative sources of revenue to minimize potential impact.

CONTACTING THE RTA'S FINANCIAL MANAGEMENT

This financial report is designed to provide our bondholders, patrons, and other interested parties with a general overview of the RTA's finances and to demonstrate the RTA's accountability for the money it receives. If you have questions about this report or need additional financial information, contact Gizelle Johnson-Banks, CFO – Regional Transit Authority at (504) 827-8488.

Regional Transit Authority Statements of Net Position

December 31,	2024	2023
		(Restated)
Assets		
Current assets		
Cash and cash equivalents	\$ 42,699,594	\$ 49,077,396
Accounts receivable, net	71,231,850	50,097,648
Inventories	1,691,745	223,059
Prepaid expenses and other assets	4,244,494	4,661,544
Total current assets	119,867,683	104,059,647
Restricted assets		
Cash and cash equivalents		
2020A and 2020B series bond trustee accounts	11,465,979	11,057,720
2010 series bond trustee accounts	439,527	418,536
Investments		
Self-insurance reserve	1,461,917	1,440,790
Total restricted assets	13,367,423	12,917,046
Noncurrent assets		
Property, buildings, and equipment, net	296,191,032	288,102,629
Net pension asset	2,602,463	-
Total noncurrent assets	298,793,495	288,102,629
Total assets	432,028,601	405,079,322
Deferred Outflows of Resources		
Deferred charges - prepaid bond insurance	259,262	365,238
Pension deferrals	11,075,345	16,509,932
OPEB deferrals	-	75,241
Total deferred outflows of resources	11,334,607	16,950,411
Total assets and deferred outflows of resources	\$ 443,363,208	\$ 422,029,733

(Continued)

The accompanying notes are an integral part of these financial statements.

Regional Transit Authority Statements of Net Position

December 31,	2024	2023
		(Restated)
Liabilities		
Current liabilities (payable from current assets)		
Accounts payable, accrued expenses, and deferred credits	\$ 42,517,995	\$ 37,755,875
Current portion of compensated absences	2,988,517	3,307,676
Current portion of legal and small claims	2,905,459	2,767,149
Current portion of OPEB liability	745,255	859,072
Total current liabilities (payable from current assets)	49,157,226	44,689,772
Current liabilities (payable from restricted assets)		
Current portion of accrued bond interest	1,593,133	1,617,309
Current portion of bonds payable, net	6,139,159	6,094,159
Advanced collection of ferry subsidy	-	2,570,000
Total current liabilities (payable from restricted assets)	7,732,292	10,281,468
Long-term Liabilities		
Compensated absences less current portion	2,267,446	1,881,720
Legal and small claims less current portion	17,420,748	20,161,024
Bonds payable less current portion, net	74,441,866	80,581,025
Net pension liability	-	7,211,970
Total OPEB liability	2,984,712	3,912,457
Total long-term liabilities	97,114,772	113,748,196
Total Liabilities	154,004,290	168,719,436
Deferred Inflows of Resources		
Pension deferrals	-	16,812
Deferred refunding gain	1,649,686	1,894,084
Total deferred inflows of resources	1,649,686	1,910,896
Net Position		
Net investment in capital assets	212,324,019	197,552,817
Restricted	13,367,423	12,917,046
Unrestricted	62,017,790	40,929,538
Total Net Position	\$ 287,709,232	\$ 251,399,401

(Concluded)

The accompanying notes are an integral part of these financial statements.

Regional Transit Authority

Statements of Revenues, Expenditures, and Changes in Net Position

<i>For the years ended December 31,</i>	2024	2023
		(Restated)
Operating revenues		
Passenger fares	\$ 11,153,388	\$ 11,050,373
Advertising	1,538,477	1,473,331
Other	1,727,075	1,390,329
Total operating revenues	14,418,940	13,914,033
Operating expenses		
Labor and fringe benefits excluding post-retirement benefits	92,939,244	82,439,847
Post-retirement benefits	(4,396,658)	(457,839)
Depreciation	25,136,721	21,968,417
Contract services	27,778,357	22,992,758
Insurance and self-insured costs	8,841,967	12,352,148
Materials, fuel, and supplies	9,320,374	13,502,635
Utilities	1,695,620	1,570,201
Taxes, other than payroll	95,624	275,012
Leases	225,958	204,190
Miscellaneous	948,598	476,915
Total operating expenses	162,585,805	155,324,284
Loss from operations	(148,166,865)	(141,410,251)
Nonoperating revenues (expenses)		
Tax revenues		
Sales tax	94,273,581	93,895,348
Hotel/motel tax	7,371,243	8,833,185
Government operating grants		
Federal subsidy	21,424,878	16,684,664
Federal Emergency Management Agency	16,441	1,322,512
State ferry subsidy	10,139,998	10,139,998
State Department of Transportation	1,924,687	2,242,146
Planning and technical study grants	43,724,890	7,229,291
Investment income	1,089,877	1,533,564
Disaster-related expenses	(1,842,610)	-
Interest expense, net	(1,682,710)	(1,731,061)
Total nonoperating revenues	176,440,275	140,149,647
Net profit before capital contributions	28,273,410	(1,260,604)
Capital contributions - federal	6,996,873	2,563,549
Revenues restricted for ferry related improvements		
Capital contributions - nonprofit	1,039,548	-
Capital contributions - City of New Orleans	-	5,000,000
Total capital contributions	8,036,421	7,563,549
Increase in net position	36,309,831	6,302,945
Net position, beginning of year, as previously reported	251,399,401	245,621,603
Accounting changes and error corrections (Note 2)	-	(525,147)
Net position, beginning of year, as restated	251,399,401	245,096,456
Net position, end of year	\$ 287,709,232	\$ 251,399,401

The accompanying notes are an integral part of these statements.

Regional Transit Authority Statements of Cash Flows

<i>For the years ended December 31,</i>	2024	2023
Cash Flows From Operating Activities		
Cash received from operations	\$ 1,255,197	\$ 11,003,509
Cash received from other sources	12,818,014	2,408,329
Cash paid to employees and for related expenses	(93,838,998)	(85,490,550)
Cash paid to suppliers	(35,990,812)	(32,043,337)
Cash paid for insurance, legal claims, and related costs	(11,443,933)	(11,482,598)
Net cash flows used in operating activities	(127,200,532)	(115,604,647)
Cash Flows from Noncapital Financing Activities		
Cash received from sales tax	92,854,992	93,898,279
Cash received from hotel/motel tax	7,209,717	8,823,470
Operating subsidies received from other governments	8,168,299	10,868,471
Net cash flows provided by noncapital financing activities	108,233,008	113,590,220
Cash Flows from Capital and Related Financing Activities		
Acquisition and construction of capital assets	(25,551,938)	(10,506,745)
Capital revenues from federal grants	47,284,237	9,038,989
Interest paid	(1,706,886)	(1,995,816)
Deferred refunding gain	(244,398)	-
Repayment of bonds	(5,988,183)	(6,049,158)
Net cash flows used in capital and related financing activities	13,792,832	(9,512,730)
Cash Flows from Investing Activities		
Interest payments received (paid)	(752,733)	1,533,564
Net cash flows provided by investing activities	(752,733)	1,533,564
Net increase (decrease) in cash and cash equivalents	(5,927,425)	(9,993,593)
Cash and cash equivalents, beginning of year	61,994,442	71,988,035
Cash and cash equivalents, end of year	\$ 56,067,017	\$ 61,994,442

(Continued)

The accompanying notes are an integral part of these financial statements.

Regional Transit Authority Statements of Cash Flows

For the years ended December 31,

2024

2023

Reconciliation of Loss from Operations to

Net Cash Used in Operations

Loss from operations	\$	(148,166,865)	\$	(141,410,251)
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Depreciation		25,136,721		21,968,417
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Adjustments to reconcile loss from operations

to net cash used in operations:

Change in pension costs		(4,396,658)		(304,809)
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Change in OPEB costs		(966,321)		(1,042,557)
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Change in accounts receivable		(345,729)		(497,860)
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Change in prepaid assets		417,050		(888,007)
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Change in inventory		(1,468,686)		553,891
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Change in accounts payable and accrued expenses		5,125,355		4,275,091
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Change in compensated absences liability		66,567		871,888
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Change in the provision for legal and small claims liability		(2,601,966)		869,550
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Net Cash Used in Operating Activities	\$	(127,200,532)	\$	(115,604,647)
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Reconciliation to Statements of Net Position

Cash and cash equivalents for cash flow statements include:

Cash	\$	42,699,594	\$	49,077,396
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Restricted assets

Cash

2020A and 2020B series bond trustee accounts		11,465,979		11,057,720
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2010 series bond trustee accounts		439,527		418,536
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Self-insurance reserve		1,461,917		1,440,790
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Total Cash and Cash Equivalents	\$	56,067,017	\$	61,994,442
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(Concluded)

The accompanying notes are an integral part of these financial statements.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Reporting Entity

The Regional Transit Authority (RTA) of New Orleans is an independent political subdivision of the State of Louisiana created in 1979 by Act 439 of the Louisiana Legislature in order to provide mass transportation within its jurisdiction, which comprises the Greater New Orleans area. Effective July 1, 1983 under a transfer agreement among the RTA, the City of New Orleans (the City) and New Orleans Public Service, Inc. (NOPSI), the RTA assumed responsibility for all mass transit operations in Orleans Parish and acquired transit-related assets and assumed certain transit-related liabilities of NOPSI and of the City through purchase, funded by federal and local government grants, and through contributions from the City. Subsequently, the RTA has also assumed responsibility for mass transit operations of the City of Kenner and Ferry services from the State of Louisiana. The RTA's area of service presently comprises Orleans Parish, the City of Kenner in Jefferson Parish, and ferry services in St. Bernard Parish and may ultimately include future transit operations throughout the Greater New Orleans area.

The RTA is governed by an eight-member Board of Commissioners composed of appointees of the participating local governments within the RTA's jurisdiction. The Board of Commissioners establishes policies, approves the budget, controls appropriations and appoints a Chief Executive Officer responsible for administering all RTA operations and activities.

The RTA holds title to substantially all assets and controls, or is entitled to, substantially all revenue and funds used to support its operations and is solely responsible for its fiscal affairs. The Board of Commissioners is authorized to issue bonds, incur short-term debt and levy taxes upon approval of the voters in one or more of the parishes or municipalities served by the RTA.

The RTA is a stand-alone entity as defined by GASB Codification Section 2100 *Defining the Financial Reporting Entity*. The RTA is neither fiscally dependent on any other local government, nor does it provide specific financial benefits to or impose specific financial burdens on any other government. No other potential component units meet the criteria for inclusion in the financial statements of the RTA.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The accounting policies of the RTA conform to accounting principles generally accepted in the United States of America as applicable to governments. The basic financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when a liability is incurred, regardless of the timing of related cash flows. The RTA has no governmental or fiduciary funds. The RTA uses fund accounting to report its financial position and results of operations. The RTA's accounts are organized into a single proprietary fund. The enterprise fund (a proprietary fund) is used to account for operations (a) that are operated in a manner similar to private businesses where the intent of the governing body is that the cost (expense, including depreciation) of providing goods and services to the general public is financed or recovered primarily through user charges or (b) where the governing body has decided that the periodic determination of revenues earned, expenses incurred and/or changes in net position is appropriate for capital maintenance. The RTA's principal operating revenues are the fares charged to passengers for service.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Organization and Reporting Entity (Continued)

Budgetary Information

Budgets and budgetary accounting

In accordance with Act 186 of the Louisiana Legislature and under authority granted to the Board of Commissioners of the RTA within the Regional Transit Authority Act (Act 439), an annual budget of revenue, expenses, and capital expenditures is prepared under the accrual basis of accounting, consistent with accounting principles generally accepted in the United States of America.

The budget is adopted by resolution of the Board of Commissioners after public hearings are conducted, and public input is received. The RTA, operating as an enterprise fund, utilizes the budget and related budgetary accounting to assure that (1) service objectives are attained, (2) expenditures are properly controlled, and (3) adequate resources will be available to finance current operations, repay long-term liabilities and meet capital outlay requirements. A budget presentation is not required and has not been included in the financial statements.

Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position or Equity

Cash and cash equivalents

The RTA's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

Restricted Assets

Certain assets, principally consisting of cash and money market accounts, are segregated and classified as restricted assets, which may not be used except in accordance with state regulations or contractual terms.

Property, Buildings, and Equipment, net

Property, buildings, and equipment are recorded at cost. Depreciation is charged to expense over the estimated useful lives of the assets and is determined using the straight-line method. Expenditures for maintenance and repairs which do not exceed \$5,000 and materially extend the useful life of the asset are charged to expense as incurred.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position or Equity (Continued)

The estimated useful lives used in computing depreciation are:

Buildings	5-20 years
Buses and equipment	4-20 years
Streetcars, track system, and related equipment	20-30 years
Furniture and fixtures	3-10 years
Leasehold improvements	5 years

Deferred Outflows and Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, Deferred Outflows of Resources, represents a consumption of net position that applies to a future period and so will not be recognized as an expense until then. The RTA has several items that meet this criterion including deferred charges for prepaid bond insurance, and pension and OPEB related deferrals. In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, Deferred Inflows of Resources, represents an acquisition of net position that applies to a future period and so will not be recognized as revenue until then. The RTA has two items that meet the criterion for this category, pension and OPEB related deferrals.

Advanced Collections

Revenue collected more than one year in advance is recognized as a liability within the financial statements.

Compensated Absences

RTA recognizes a liability for compensated absences for leave time that (1) has been earned for services previously rendered by employees, (2) accumulates and is allowed to be carried over to subsequent years, and (3) is more likely than not to be used as time off or settled (for example paid in cash to the employee or payment to an employee flex spending account) during or upon separation from employment. Based on the criteria listed, two types of leave qualify for liability recognition for compensated absences – paid time off (PTO) and sick leave. The liability for compensated absences is reported as incurred in the financial statements. The liability for compensated absences includes salary-related benefits, where applicable. RTA has the following policies relating to PTO and sick leave:

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position or Equity (Continued)

Compensated Absences (Continued)

Paid Time Off

PTO for all employees (except for executives) is accrued based on length of service and is pro-rated for part-time employees. For administrative employees, no non-executive employee shall accrue PTO more than two times the PTO hours eligible to accrue per years of service. No PTO will be added to an employee's PTO balance once the hour cap is reached. After an employee's PTO balance reaches the cap, the employee will cease to accrue PTO until the balance is reduced below the hour cap. Executives shall receive 25 front-loaded working days of PTO per calendar year, pro-rated according to their date of appointment. Employees are paid for the PTO they have accrued, up to their cap hours, upon termination or resignation of employment.

Vacation

For union employees, each employee who has completed one or more years of continuous service shall be eligible for a vacation in each calendar year and is accrued based on length of service. Employees who are entitled to more than three (3) weeks' vacation with pay in any year shall be permitted to accumulate all vacation in excess of three (3) weeks to which they may be entitled in any year. Any vacation week earned that is banked shall be paid to the employee upon termination of employment by retirement or otherwise at the regular operator's rate in effect at the time vacation was earned.

Sick Leave

All fixed, rail and lift operators shall accrue sick leave, as defined, but do not become eligible to use sick leave until completion of the probationary period. All operators shall accumulate sick leave at the rate of one (1) day per month (eight hours at straight time) per contract year for a total of twelve days per year. Operators employed on or prior to the 15th day of the month will accrue sick leave for the entire month. The sick leave accrual will commence the following month for persons employed after the 15th day of the month. Any unused portion of such twelve (12) days per year shall accumulate to the credit of the operator, and there shall be no limit to the amount of such accumulation. Employees who leave the employ of the Authority except for electing retirement that have 30 years of service with the agency within the bargaining unit or normal retirement, will not be paid accumulated sick leave. On voluntary retirement, the Authority will pay the employee seventy percent (70%) of their accumulated sick leave in a lump sum payment.

For all union classifications other than operators, employees will accumulate paid sick leave days at the rate of one (1) day per month per calendar year for a total of twelve (12) days per year with a maximum accumulation up to 130 days. All employees of other classifications hired prior to December 20, 2020, will have no maximum accumulation on their sick leave.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position or Equity (Continued)

Compensated Absences (Continued)

For administrative employees, when an employee reaches the annual maximum PTO balance in any given year, that employee will be credited sick leave at the same rates as PTO outlined above. When and if the employee reduces his/her PTO balance below the annual cap, then PTO will accrue, and sick leave crediting will cease until the cap is reached again. Employees who have an individual sick leave bank are eligible to request paid leave from their own sick leave bank when their PTO has been exhausted. Sick leave is a benefit provided at the discretion of RTA and only in the event of serious illness. Sick leave is not payable to the employee upon separation.

Claims and Judgments

The RTA accrues for losses resulting from claims and judgments, including anticipated incremental costs. A liability for such losses is reported when it is probable that a loss has occurred and the amount can be reasonably estimated. Actual losses may differ significantly from RTA's estimates. Incurred but not reported claims have been considered in determining the accrued liability. All accident and general liability claims and judgments for dates of loss from September 1, 2009 through July 31, 2012, are the responsibility of Transdev pursuant to the former delegated management contract in effect during these periods. For dates of loss subsequent to August 1, 2012 and prior to September 1, 2009, the RTA is responsible.

Bonds Payable

Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as an expense in the period incurred. Bond premiums and discounts are amortized over the life of the bonds using the effective interest method.

Pensions

The RTA participates in two defined benefit pension plans as described in Note 8. For purposes of measuring the net pension asset and/or liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of each of the plans, and additions to/deductions from each plan's fiduciary net position have been determined on the same basis as they are reported by each of the plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value within each plan.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Net Position Classifications

In accordance with GASB Codification, net position is classified into three components - net investment in capital assets, restricted, and unrestricted. These classifications are defined as follows.

- a. *Net Investment in Capital Assets* – This component of net position consists of the historical cost of capital assets, including any restricted capital assets, net of accumulated depreciation and reduced by retainage and construction costs payable, the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets, plus deferred outflows of resources, less deferred inflows of resources, related to those assets.
- b. *Restricted* – This component of net position consists of assets that have constraints that are externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.
- c. *Unrestricted* – This component of net position consists of all other net positions that do not meet the definition of “restricted” or “net investment in capital assets”, as described above

Federal and State Grants

Federal and state grants are made available to RTA for the acquisition of public transit facilities, planning studies, buses, and other transit equipment. Unrestricted operating grants and grants restricted as to purpose, but not contingent on the actual expenditures of funds, are recognized at that point in time when the right to the funds becomes irrevocable. Where the expenditure of funds is the prime factor for determining the eligibility for the grant proceeds, the grant is recognized at the time when the expense is incurred.

Cash Flows

For the purposes of the statement of cash flows, cash and cash equivalents include investments with an original maturity of three months or less from the date of acquisition and restricted cash.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of Estimates

Management of RTA has made a number of estimates and assumptions relating to the reporting of assets and liabilities to prepare these financial statements in conformity with accounting principles generally accepted in the United States of America. Actual results could differ from those estimates.

Reclassification

Certain amounts previously reported in the financial statements for the prior year have been reclassified to conform with the current year classifications.

Subsequent Events

Management has evaluated subsequent events through the date that the financial statements were available to be issued, September 29, 2025 and determined there were no events that occurred that required disclosure. No subsequent events occurring after this date have been evaluated for inclusion in these financial statements.

Recently Issued and Implemented Accounting Pronouncements

GASB Statement No. 100, Accounting Changes and Error Corrections - This Statement establishes accounting and financial reporting requirements for (a) accounting changes and (b) the correction of an error in previously issued financial statements (error correction). This Statement defines accounting changes as changes in accounting principles, changes in accounting estimates, and changes to or within the financial reporting entity and describes the transactions or other events that constitute those changes. This Statement prescribes the accounting and financial reporting for (1) each type of accounting change and (2) error corrections. This Statement requires that (a) changes in accounting principles and error corrections be reported retroactively by restating prior periods, (b) changes to or within the financial reporting entity be reported by adjusting beginning balances of the current period, and (c) changes in accounting estimates be reported prospectively by recognizing the change in the current period. This Statement requires disclosure in notes to financial statements of descriptive information about accounting changes and error corrections, such as their nature. In addition, information about the quantitative effects on beginning balances of each accounting change and error correction should be disclosed by reporting unit in a tabular format to reconcile beginning balances as previously reported to beginning balances as restated. Furthermore, this Statement addresses how information that is affected by a change in accounting principle or error correction should be presented in required supplementary information (RSI) and supplementary information (SI). RTA has implemented this Statement as of and for the year ended December 31, 2024. There were no significant impacts of implementing this Statement other than additional note disclosures at Note 2.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Recently Issued and Implemented Accounting Pronouncements (Continued)

GASB Statement No. 101, *Compensated Absences* - The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. The requirements of this Statement are effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter. RTA has implemented this Statement as of and for the year ended December 31, 2024. The implementation of this standard resulted in a cumulative effect of change in accounting principle of \$106,049 and \$525,146 to the December 31, 2023 and 2022 net position, respectively.

The Governmental Accounting Standards Board has issued statements that will become effective in future years. These statements are as follows:

GASB Statement No. 102, *Certain Risk Disclosures* - The objective of this Statement is to provide users of government financial statements with essential information about risks related to a government's vulnerabilities due to certain concentrations or constraints. This Statement requires a government to assess whether a concentration or constraint makes the primary government reporting unit or other reporting units that report a liability for revenue debt vulnerable to the risk of a substantial impact. Additionally, this Statement requires a government to assess whether an event or events associated with a concentration or constraint that could cause the substantial impact have occurred, have begun to occur, or are more likely than not to begin to occur within 12 months of the date the financial statements are issued. The requirements of this Statement are effective for fiscal years beginning after June 15, 2024, and all reporting periods thereafter.

GASB Statement No. 103, *Financial Reporting Model Improvements* - The objective of this Statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. This Statement also addresses certain application issues. This Statement requires that the information presented in MD&A be limited to the related topics discussed in five sections: (1) Overview of the Financial Statements, (2) Financial Summary, (3) Detailed Analyses, (4) Significant Capital Asset and Long-Term Financing Activity, and (5) Currently Known Facts, Decisions, or Conditions. Furthermore, this Statement stresses that the detailed analyses should explain why balances and results of operations changed rather than simply presenting the amounts or percentages by which they changed. This Statement describes unusual or infrequent items as transactions and other events that are either unusual in nature or infrequent in occurrence.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Recently Issued and Implemented Accounting Pronouncements (Continued)

This Statement requires that the proprietary fund statement of revenues, expenses, and changes in fund net position continue to distinguish between operating and nonoperating revenues and expenses. In addition to the subtotals currently required in a proprietary fund statement of revenues, expenses, and changes in fund net position, this Statement requires that a subtotal for operating income (loss) and noncapital subsidies be presented before reporting other nonoperating revenues and expenses. The requirements of this Statement are effective for fiscal years beginning after June 15, 2025, and all reporting periods thereafter.

GASB Statement No. 104, Disclosure of Certain Capital Assets: The objective of this Statement is to establish requirements for certain types of capital assets to be disclosed separately in the capital assets note disclosures required by Statement No. 34, Basic Financial Statements—and Management’s Discussion and Analysis—for State and Local Governments. It also establishes requirements for capital assets held for sale, including additional disclosures for those capital assets. The requirements of this Statement are effective for fiscal years beginning after June 15, 2025, and all reporting periods thereafter.

The RTA is evaluating the requirements of the above statements and the impact on financial reporting.

Note 2 – CHANGE IN ACCOUNTING PRINCIPLE AND ERROR CORRECTIONS

RTA’s 2024 financial statements incorporate a change in accounting principle and reflect the correction of errors in previously issued financial statements. GASB Statement No. 100, *Accounting Changes and Error Corrections*, requires disclosure of their nature and effect on amounts reported in the financial statements.

Error Corrections

RTA discovered that \$4,335 of revenue that should have been accrued to the prior fiscal year. As a result, revenues, accounts receivable, and net position were increased by \$4,335 in RTA’s 2023 financial statements. Additionally, payroll liabilities as of December 31, 2023 were overstated by \$2,267,225. RTA has decreased its payroll liabilities and payroll expense and increased its net position by \$2,267,225 in its 2023 financial statements.

Note 2 – CHANGE IN ACCOUNTING PRINCIPLE AND ERROR CORRECTIONS

Implementation of Statement 101

In 2024, RTA implemented GASB Statement No. 101, *Compensated Absences*. The implementation of this Statement requires the restatement of the financial statements of the earliest year presented, which is the financial statements as of and for the year ended December 31, 2023. Therefore, the December 31, 2022 net position has been restated for the cumulative effect of the change in accounting principle. Accordingly, a liability for compensated absences has been recorded in RTA's financial statements totaling \$5,255,963 and \$5,189,396 for the years ended December 31, 2024 and 2023, respectively.

The following table summarizes the restatements and adjustments to RTA's beginning net position and fund balance as a result of the change in accounting principle, change within the financial reporting entity, and error corrections:

12/31/23 net position, as previously reported	\$	249,759,037
Error corrections		2,271,560
Implementation of GASB 101		(631,196)
12/31/23 net position, as restated	\$	251,399,401
12/31/22 net position, as previously reported	\$	245,621,603
Implementation of GASB 101		(525,147)
12/31/22 net position, as restated	\$	245,096,456

Note 3: CASH

The RTA's cash and cash equivalents consisted of the following as of December 31:

	2024		2023	
	Restricted	Unrestricted	Restricted	Unrestricted
Cash and cash equivalents	\$13,367,423	\$42,699,594	\$12,917,046	\$49,077,396

As of December 31, 2024 and 2023, \$1,461,917 and \$1,440,790, respectively, of restricted cash was pledged as collateral to the Louisiana Office of Workman's Compensation to maintain RTA/TMSEL's self-insurance certificate. This self-insurance certificate applies to all TMSEL employees receiving workers' compensation benefits through August 31, 2009 from the RTA and all RTA employees receiving workers' compensation benefits after December 19, 2020. Transdev was responsible for workers' compensation claims from September 1, 2009 until December 19, 2020.

Note 3: CASH (CONTINUED)

Custodial Credit Risk

Actual cash in banks and certificates of deposit as of December 31, 2024 and 2023, for restricted and unrestricted bank accounts, before outstanding checks and reconciling items, were \$59,713,755 and \$64,813,306, respectively. Of the total bank balances at December 31, 2024 and 2023, all amounts were covered by federal depository insurance (\$1,004,648 for 2024 and \$1,254,563 for 2023) or by collateral held in the RTA's name by its agent (\$50,611,964 for 2024 and \$55,932,358 for 2023). Actual cash in money market accounts was \$7,847,143 and \$7,626,309 as of December 31, 2024 and 2023, respectively, and is included in cash and cash equivalents above.

Note 4: ACCOUNTS RECEIVABLE, NET

Accounts receivable, net of allowance for uncollectible amounts, consisted of the following as of December 31:

	2024	2023
Sales tax	\$ 18,501,565	\$ 17,082,976
Hotel/motel tax	2,787,200	2,625,674
Federal capital grants	41,065,651	24,102,109
State parish transit	87,179	20,750
State ferry subsidy	7,570,000	14,381,423
Federal Emergency Management Agency	30,626	390,190
Passenger (transpass and visitor)	686,551	379,849
Kenner operating subsidy	-	238,715
Other	673,215	634,188
	71,401,987	59,855,874
Less: allowance for uncollectible amounts	(170,137)	(9,758,226)
	\$ 71,231,850	\$ 50,097,648

Regional Transit Authority
Notes to Financial Statements

Note 5: PROPERTY, BUILDINGS, AND EQUIPMENT

A summary of changes in property, buildings, and equipment at December 31, 2024 is as follows:

	January 1, 2024	Additions/ Transfers	Deletions/ Transfers	December 31, 2024
Land	\$ 6,988,812	\$ -	\$ -	\$ 6,988,812
Buildings	287,222,301	41,497,066	132,020,984	196,698,383
Equipment, primarily transportation vehicles	325,944,965	163,014,478	-	488,959,443
Furniture and fixtures	67,674,194	1,358,402	-	69,032,596
Construction in progress	46,129,312	4,946,928	45,570,766	5,505,474
Total	733,959,584	210,816,874	177,591,750	767,184,708
Accumulated depreciation	(445,856,955)	(25,136,721)	-	(470,993,676)
	\$ 288,102,629	\$ 185,680,153	\$ 177,591,750	\$ 296,191,032

A summary of changes in property, buildings, and equipment at December 31, 2023 is as follows:

	January 1, 2023	Additions	Deletions	December 31, 2023
Land	\$ 6,988,812	\$ -	\$ -	\$ 6,988,812
Buildings	287,080,927	141,374	-	287,222,301
Equipment, primarily transportation vehicles	325,000,851	944,114	-	325,944,965
Furniture and fixtures	61,584,588	6,089,606	-	67,674,194
Construction in progress	35,597,347	10,531,965	-	46,129,312
Total	733,959,584	17,707,059	-	733,959,584
Accumulated depreciation	(423,888,538)	(21,968,417)	-	(445,856,955)
	\$ 288,102,629	\$ (4,261,358)	\$ -	\$ 288,102,629

Depreciation expense for the years ended December 31, 2024 and 2023 totaled \$25,136,721 and \$21,968,417, respectively.

At December 31, 2024, construction in progress additions were primarily related to a ferry boat, facility restoration, and other construction projects. At December 31, 2023, construction in progress additions were primarily related to the ferry terminal upgrade project and various other construction projects.

Regional Transit Authority
Notes to Financial Statements

Note 6: COMPENSATED ABSENCES

The following is a summary of changes in compensated absences at December 31, 2024:

	Balance December 31, 2023 (Restated)	Additions (net)	Reductions (net)	Balance December 31, 2024	Due within one year
Compensated absences	\$ 5,189,396	\$ 66,567	\$ -	\$ 5,255,963	\$ 2,988,517

The following is a summary of changes in compensated absences at December 31, 2023:

	Balance December 31, 2022 (Restated)	Additions (net)	Reductions (net)	Balance December 31, 2023 (Restated)	Due within one year
Compensated absences	\$ 4,317,508	\$ 871,888	\$ -	\$ 5,189,396	\$ 3,307,676

Note 7: LONG-TERM DEBT

Long-term debt consisted of the following as of December 31:

	2024	2023
2020A Sales Tax Revenue Refunding Bonds, interest rate of approximately 5% on current interest term bonds.	\$ 62,815,000	\$ 62,815,000
2020B Sales Tax Revenue Refunding Bonds, interest rates between .55% and 1.05% on current interest term bonds.	4,335,000	9,170,000
Total debt	67,150,000	71,985,000
Plus: bond premium	13,431,025	14,690,184
Less: current maturities of long-term debt	(6,139,159)	(6,094,159)
Long-term debt plus bond premium less current maturities	\$ 74,441,866	\$ 80,581,025

Note 7: LONG-TERM DEBT (CONTINUED)

2020 Bond Series

On September 9, 2020, the RTA issued \$62,815,000 of Sales Tax Revenue Refunding Bonds, Series 2020A (Tax-Exempt) and \$20,190,000 of Sales Tax Revenue Refunding Bonds, Series 2020B (Taxable). The RTA issued the bonds to refund \$89,569,627 of the outstanding Sales Tax Revenue Bonds, Series 1991, maturing December 1, 2021, LCDA Revenue Bonds, Series 2000 maturing February 1, 2025 and December 1, 2029, Sales Tax Revenue Bonds, Series 2010, maturing December 1, 2030 and a Debt Service Assistance Fund Loan, maturing July 15, 2026. The net proceeds of \$95.6 million (after payment of \$6.3 million in underwriting fees, insurance, and other issuance costs) were used to purchase U.S. government securities. These securities were deposited in an irrevocable trust with an escrow agent to provide for all future debt service on the refunded portion of the 1991, 2000, 2010 and Debt Service Assistance series bonds. As a result, that portion of the 1991, 2000, 2010 and Debt Service Assistance series bonds are considered defeased, and the RTA has removed the liability from its accounts.

The current interest and principal bonds were secured by a pledge and lien upon a portion of the RTA's sales tax revenue (one percent upon the items and services subject to the sales tax). For the 2020 A&B Series, the principal balance as of December 31, 2024 was \$67,150,000, of which \$4,880,000 is due in 2025.

Debt Service Requirements

The following represents the debt service requirements for the bond issues as of December 31, 2024:

Year Ending December 31	Series 2020 A&B Bond Principal	Series 2020 A&B Bond Interest
2025	\$ 4,880,000	\$ 3,149,884
2026	4,950,000	2,989,750
2027	5,200,000	2,736,000
2028	5,455,000	2,469,625
2029	5,730,000	2,190,000
2030-2034	33,255,000	6,238,625
2035	7,680,000	192,000
	\$ 67,150,000	\$ 19,965,884

Note 7: LONG-TERM DEBT (CONTINUED)

Balances of the defeased portion of bonds as of December 31, 2024 are as follows:

Bond Issuance	Defeased Balance
2000 Series Sales Tax Revenue Bonds	\$ 405,712
2000A Series Sales Tax Revenue Bonds	9,405,456
2010 Series Sales Tax Revenue Bonds	30,800,000
Debt Service Assistance Loan	6,302,071
	\$ 46,913,239

Changes in Long-term Debt

Long-term debt activity for the year ended December 31, 2024 was as follows:

	January 1, 2024	Additions	Deletions	December 31, 2024	Due Within One Year
2020 A&B Series Sales Tax Refunding Bonds	\$71,985,000	\$ -	\$(4,835,000)	\$67,150,000	\$ 4,880,000
Bond Premium	14,690,184	-	(1,259,159)	13,431,025	1,259,159
	\$86,675,184	\$ -	\$ (6,094,159)	\$80,581,025	\$ 6,139,159

Long-term debt activity for the year ended December 31, 2023 is as follows:

	January 1, 2023	Additions	Deletions	December 31, 2023	Due Within One Year
2020 A&B Series Sales Tax Refunding Bonds	\$76,775,000	\$ -	\$(4,790,000)	\$71,985,000	\$ 4,835,000
Bond Premium	15,949,342	-	(1,259,158)	14,690,184	1,259,159
	\$92,724,342	\$ -	\$ (6,049,158)	\$86,675,184	\$ 6,094,159

Note 8: PENSION PLANS

The RTA is a participating employer in the cost-sharing multiple-employer defined benefit plan administered by the Louisiana State Employees' Retirement System (LASERS). The RTA is also a non-employer contributing entity to the Transit Management of Southeast Louisiana (TMSEL) Retirement Income Plan, which funds employee and retiree benefits for former employees of TMSEL.

Plan Descriptions

Louisiana State Employees' Retirement System (LASERS)

During the year ended December 31, 2024, no employees of RTA were active members of LASERS. During the year ended December 31, 2023, one employee of RTA was provided with a pension through a cost-sharing multiple-employer defined benefit plan administered by the Louisiana State Employees' Retirement System (LASERS). Section 401 of Title 11 of the Louisiana Revised Statutes (La. R.S. 11:401) grants to LASERS Board of Trustees and the Louisiana Legislature the authority to review administration, benefit terms, investments, and funding of the plan. LASERS issues a publicly available financial report that can be obtained at www.lasersonline.org.

Transit Management of Southeast Louisiana (TMSEL) Retirement Income Plan

In 1983, the RTA completed the purchase of the transit system from NOPSI. On that date, the RTA, TMSEL, the City of New Orleans and NOPSI entered into a benefit agreement to fund employee and retiree benefits. At the time this agreement was reached, the RTA was a public entity and TMSEL was a privately owned corporation always fully funded by the RTA. In 2004, TMSEL was designated as a political subdivision by the State of Louisiana; and in 2009, TMSEL ceased operations and the management agreement between TMSEL and RTA was terminated. In January 2012, the RTA became a 100% owner in the stock of TMSEL.

On August 31, 2009, the management contract between RTA and TMSEL expired and was replaced beginning September 1, 2009 with a new delegated management contract with Transdev Services, Inc. (formally Veolia Transportation Services, Inc). Effective September 1, 2009, all active TMSEL employees became employees of Veolia Transportation Services causing a partial termination of the Plan. As a result, TMSEL employees ceased to accrue future benefits in the TMSEL Retirement Income Plan.

The RTA contends that the TMSEL Retirement Plan is a governmental plan not subject to the provisions of ERISA. Although an official ruling is still pending from the Department of Labor as to whether the TMSEL Retirement Plan is an ERISA-governed plan or a governmental plan; the PBGC has not asserted any actions against the RTA or required the RTA to make any minimum quarterly pension funding contributions that would be required by an ERISA-governed plan. In 2014, the RTA entered into a settlement agreement which provided payments to the TMSEL Retirement plan totaling \$18 million (see contributions section below and Note 9 for additional information). This agreement does not render a position on the TMSEL plan's status as a governmental plan.

Note 8: PENSION PLANS (CONTINUED)

Transit Management of Southeast Louisiana (TMSEL) Retirement Income Plan (Continued)

At December 31, the pension plan membership consisted of the following:

	2024	2023
Inactive employees or beneficiaries currently receiving benefits	1,280	1,290
Inactive employees entitled to but not yet receiving benefits	337	355
Active employees	-	-
	1,617	1,645

Benefits Provided

The following is a description of the plans and their benefits and is provided for general information purposes only. Participants should refer to the appropriate statutes for more complete information.

LASERS

Retirement - The age and years of creditable service required in order for a member to retire with full benefits are established by statute, and vary depending on the members hire date, employer, and job classification. Rank and file members hired prior to July 1, 2006, may either retire with full benefits at any age upon completing 30 years of creditable service and at age 60 upon completing ten years of creditable service depending on their plan. Those members hired between July 1, 2006 and June 30, 2015, may retire at age 60 upon completing five years of creditable service and those hired on or after July 1, 2015 may retire at age 62 upon completing five years of creditable service. The basic annual retirement benefit for members is equal to 2.5% to 3.5% of average compensation multiplied by the number of years of creditable service. Additionally, members may choose to retire with 20 years of service at any age, with an actuarially reduced benefit.

Average compensation is defined as the member's average annual earned compensation for the highest 36 consecutive months of employment for members employed prior to July 1, 2006. For members hired July 1, 2006 or later, average compensation is based on the member's average annual earned compensation for the highest 60 consecutive months of employment. The maximum annual retirement benefit cannot exceed the lesser of 100% of average compensation or a certain specified dollar amount of actuarially determined monetary limits, which vary depending upon the member's age at retirement. Judges, court officers, and certain elected officials receive an additional annual retirement benefit equal to 1.0% of average compensation multiplied by the number of years of creditable service in their respective capacity. As an alternative to the basic retirement benefits, a member may elect to receive their retirement benefits under any one of six different options providing for reduced retirement benefits payable throughout their life, with certain benefits being paid to their designated beneficiary after their death.

Note 8: PENSION PLANS (CONTINUED)

Benefits Provided (Continued)

LASERS (Continued)

Act 992 of the 2010 Louisiana Regular Legislative Session changed the benefit structure for LASERS members hired on or after January 1, 2011. This resulted in three new plans: regular, hazardous duty, and judges. The new regular plan includes regular members and those members who were formerly eligible to participate in specialty plans, excluding hazardous duty and judges. Regular members and judges are eligible to retire at age 60 after five years of creditable service and, may also retire at any age, with a reduced benefit, after 20 years of creditable service. Hazardous duty members are eligible to retire with twelve years of creditable service at age 55, 25 years of creditable service at any age or with a reduced benefit after 20 years of creditable service. Average compensation will be based on the member's average annual earned compensation for the highest 60 consecutive months of employment for all three new plans. Members in the regular plan will receive a 2.5% accrual rate, hazardous duty plan a 3.33% accrual rate and judges a 3.5% accrual rate. The extra 1.0% accrual rate for each year of service for court officers, the governor, lieutenant governor, legislators, House clerk, sergeants at arms, or Senate secretary, employed after January 1, 2011, was eliminated by Act 992. Specialty plan and regular members, hired prior to January 1, 2011, who are hazardous duty employees have the option to transition to the new hazardous duty plan.

Act 226 of the 2014 Louisiana Regular Legislative Session established new retirement eligibility for members of LASERS hired on or after July 1, 2015, excluding hazardous duty plan members. Regular members and judges under the new plan are eligible to retire at age 62 after five years of creditable service and, may also retire at any age, with a reduced benefit, after 20 years of creditable service.

Average compensation will be based on the member's average annual earned compensation for the highest 60 consecutive months of employment. Members in the regular plan will receive a 2.5% accrual rate, and judges a 3.5% accrual rate, with the extra 1.0% accrual rate based on all years of service as a judge.

A member leaving employment before attaining minimum retirement age, but after completing certain minimum service requirements, becomes eligible for a benefit provided the member lives to the minimum service retirement age, and does not withdraw their accumulated contributions. The minimum service requirement for benefits varies depending upon the member's employer and service classification.

Note 8: PENSION PLANS (CONTINUED)

Benefits Provided (Continued)

LASERS (Continued)

Deferred Retirement Benefits - The State Legislature authorized LASERS to establish a Deferred Retirement Option Plan (DROP). When a member enters DROP, their status changes from active member to retiree even though they continue to work and draw their salary for a period of up to three years. The election is irrevocable once participation begins. During DROP participation, accumulated retirement benefits that would have been paid to each retiree are separately tracked. For members who entered DROP prior to January 1, 2004, interest at a rate of one-half percent less than the System's realized return on its portfolio (not to be less than zero) will be credited to the retiree after participation ends. At that time, the member must choose among available alternatives for the distribution of benefits that have accumulated in the DROP account. Members who enter DROP on or after January 1, 2004, are required to participate in LASERS Self-Directed Plan (SDP) which is administered by a third-party provider. The SDP allows DROP participants to choose from a menu of investment options for the allocation of their DROP balances. Participants may diversify their investments by choosing from an approved list of mutual funds with different holdings, management styles, and risk factors.

Disability Benefits - Generally, active members with ten or more years of credited service who become disabled may receive a maximum disability retirement benefit equivalent to the regular retirement formula without reduction by reason of age. Upon reaching retirement age, the disability retiree may receive a regular retirement benefit by making application to the Board of Trustees. For injuries sustained in the line of duty, hazardous duty personnel in the Hazardous Duty Services Plan will receive a disability benefit equal to 75% of final average compensation.

Survivor's Benefits - Certain eligible surviving dependents receive benefits based on the deceased member's compensation and their relationship to the deceased. The deceased member hired before January 1, 2011 who was in state service at the time of death must have a minimum of five years of service credit, at least two of which were earned immediately prior to death, or who had a minimum of twenty years of service credit regardless of when earned in order for a benefit to be paid to a minor or handicapped child. Benefits are payable to an unmarried child until age 18, or age 23 if the child remains a full-time student. The aforementioned minimum service credit requirement is ten years for a surviving spouse with no minor children, and benefits are to be paid for life to the spouse or qualified handicapped child.

The deceased regular member hired on or after January 1, 2011, must have a minimum of five years of service credit regardless of when earned in order for a benefit to be paid to a minor child. The aforementioned minimum service credit requirements for a surviving spouse are 10 years, 2 years being earned immediately prior to death, and active state service at the time of death, or a minimum of 20 years of service credit regardless of when earned. A deceased member's spouse must have been married for at least one year before death.

Note 8: PENSION PLANS (CONTINUED)

Benefits Provided (Continued)

LASERS (Continued)

Permanent Benefit Increases/Cost-of-Living Adjustments - As fully described in Title 11 of the Louisiana Revised Statutes, the System allows for the payment of permanent benefit increases, also known as cost-of-living adjustments (COLAs), that are funded through investment earnings when recommended by the Board of Trustees and approved by the State Legislature.

TMSEL

Retirement

All TMSEL and former NOPSI administrative employees and members of the former ATU Division 1611 over the age of 21 (age 25, if hired prior to January 1, 1985) were eligible to participate in the Plan. Effective January 1, 1998, all members of ATU Division 1560 over the age of 21 were eligible to participate in the Plan. Effective July 1, 1998, all members of IBEW Local 1700-4 over the age of 21 were eligible to participate in the Plan. Lift operators and sedan drivers were not participants of the Plan. The Plan was officially closed to new participants effective August 31, 2009. Participants are fully vested in their retirement benefits after completing five years of service (with a minimum 1,000 hours worked per year).

The normal retirement age is sixty-five. Those members who retire at age 65 are entitled to annual retirement benefits for life in an amount equal to 2.1% (multiplier) (unless otherwise specified in the Plan) of their five year average compensation times years of benefit services. The normal retirement benefit is receivable as of the first day of the subsequent month following the date a participant reaches age sixty-five (normal retirement age) and is based on the participant's compensation and years of credited service. The Plan permits early retirement at age fifty-five through sixty-four with five years of vesting service with the pension benefit amount being reduced by 3% for each year of age less than sixty-five. Members of ATU Division 1560 and IBEW Local 1700-4 can retire after 30 years of benefit service pursuant to collective bargaining agreement. Participants may elect to receive their pension benefits in the form of a single election, 50% joint and survivor, 75% joint and survivor, 100% joint and survivor and 10 year certain annuities. The Plan also provides for postponed retirement. Participants severing employment prior to full vesting forfeit their benefits after incurring a permanent break in service.

Note 8: PENSION PLANS (CONTINUED)

Benefits Provided (Continued)

TMSEL (Continued)

If a covered active employee dies before completing the five-year vesting period, a refund of the employee's contributions with interest is made to the beneficiary. If a covered active employee dies before age fifty-five and is fully vested on that date, a survivorship pension is payable to the employee's spouse. The survivorship pension is determined as if the employee had retired on early retirement with 50% joint and survivor benefits and died after the benefits were to commence. The survivorship pension is equal to 50% of the amount the employee would have received and is payable until the death of the participant's spouse. If a covered active employee dies before age fifty-five and is fully vested on that date, but does not have a spouse, no survivorship pension is paid out. Instead, the employee's contributions are paid out to the employee's beneficiary.

On March 13, 2003, the Internal Revenue Service issued a favorable determination letter for the Plan granting approval of a new optional form of payment. The Reduced Annuity Lump Sum (RAWLS) provides a portion of the retirement benefit in a lump sum, plus a reduced monthly benefit. Members of ATU Division 1560 and IBEW 1700-4 are eligible for this form of benefit which is effective retroactively to January 1, 2002.

On May 7, 2008, the Internal Revenue Service issued a favorable determination letter for the Plan granting approval of the amendments proposed on May 15, 2003, May 18, 2006, and January 27, 2007.

Effective March 19, 2015, the Plan was amended to provide unreduced benefits to participants retiring from Transdev, whose combined TMSEL and Transdev service equals 30 or more years of service and who had not previously received any benefits.

On May 16, 2016, the Plan received a signed compliance statement from the Internal Revenue Service agreeing that corrective methods and revised administrative procedures implemented by the Plan as submitted in the Voluntary Correction Program (VCP) are acceptable. In conjunction with the VCP submission, the Plan Sponsor adopted amendments effective retroactive to the effective dates of the specific provisions contained in the amendments to correct all of its nonamended failures. On August 2, 2017 the Internal Revenue Service issued a favorable determination letter for the Plan granting approval for the 2015 and 2016 amendments.

Note 8: PENSION PLANS (CONTINUED)

Contributions

LASERS

Contribution requirements of active employees are governed by Title 11 of the Louisiana Revised Statutes and may be amended by the Louisiana Legislature. Employee contributions are deducted from a member's salary and remitted to LASERS by participating employers along with employer portion of the contribution.

The rates in effect during the years ending June 30, 2024 and 2023 for the various plans follow:

Plan	Plan Status	Employee Contribution Rate	Employer Contribution Rate 2024	Employer Contribution Rate 2023
Regular State Employee hired before 7/01/06	Closed	7.5%	41.3%	41.3%
Regular State Employee hired on or after 7/01/06	Closed	8.0%	41.3%	41.3%

The RTA's contractually required composite contribution rate for the period from January 1, 2024 to June 30, 2024 was 41.3%, and for the period from July 1, 2024 to December 31, 2024 was 41.3%, of annual payroll, actuarially determined as an amount that, when combined with employee contributions, is expected to finance the costs of benefits earned by employees during the year, with an additional amount to finance any Unfunded Actuarial Accrued Liability. Contributions to the pension plan from the RTA were \$0 and \$61,913 for the years ended December 31, 2024 and 2023 respectively.

If a member leaves covered employment or dies before any benefits become payable on their behalf, the accumulated contributions may be refunded to the member or their designated beneficiary. Similarly, accumulated contributions in excess of any benefits paid to members or their survivors are refunded to the member's beneficiaries or their estates upon cessation of any survivor's benefits.

TMSEL

TMSEL contributes such amounts as are necessary to provide assets sufficient to meet the benefits to be paid to Plan participants. The contributions of TMSEL are made in amounts, determined by an enrolled actuary, sufficient to fund the Plan's current service costs plus amortization of any unfunded amounts over 25 years. However, the Plan did not make the ERISA minimum required funding contributions for the quarters ended September 30, 2013 through December 31, 2024 due to its assertion that the TMSEL Retirement Plan is a governmental plan not subject to the provisions of ERISA (see Plan Descriptions section above).

Note 8: PENSION PLANS (CONTINUED)

Contributions

TMSEL (Continued)

In 2014, the RTA entered into an \$18 million settlement to fund the TMSEL Retirement plan, and, accordingly, recorded \$18 million in pension benefits expense, of which \$10 million was funded in 2014, and the remaining \$8 million was scheduled to be paid to the plan in equal installments of \$1.6 million over the next five years. The RTA paid the last installment of \$1.6 million during the year ended December 31, 2019. The agreement also states that this agreement does not limit the RTA's obligations to further fund the TMSEL Plan in the future.

Pension (Asset) Liability and Pension Expense

LASERS

At December 31, 2024, there was no net pension liability related to LASERS as there were no active employees participating in the plan. At December 31, 2023, the RTA reported a liability of \$495,120 for its proportionate share of the net pension liability of LASERS. The net pension liability was measured as of June 30, 2024 and 2023, respectively, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of those dates. The RTA's proportion of the net pension liability was based on a projection of the RTA's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. At June 30, 2024 and 2023, the RTA's proportion was 0.000000% and 0.007397%, respectively, which was an decrease of 0.007397% and decrease of 0.007892% from its proportion measured as of June 30, 2023 and 2022, respectively.

For the years ended December 31, 2024 and 2023, the RTA recognized pension expense of \$13,548 and \$74,539, respectively, plus the RTA's amortization of the change in proportionate share and the difference between employer contributions and proportionate share of contributions of \$(511,801) and \$(69,484), respectively.

TMSEL

The RTA's net pension (asset) liability was measured as of December 31, 2023 and 2022, respectively, and the total pension liability used to calculate the net pension (asset) liability was determined by an actuarial valuation as of that date.

Note 8: PENSION PLANS (CONTINUED)

Pension (Asset) Liability and Pension Expense (Continued)

TMSEL (Continued)

The components of the net pension (asset) liability at December 31, 2024 and 2023 for TMSEL were as follows:

	2024	2023
Total pension liability	\$ 152,450,381	\$ 160,708,553
Fiduciary net position	155,052,844	153,991,703
Net pension (asset) liability	\$ (2,602,463)	\$ 6,716,850

Fiduciary net position as a percentage of the total pension liability	101.71%	95.82%
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For the years ended December 31, 2024 and 2023, the RTA recognized pension (benefit) expense of \$(3,926,659) and \$(287,911), respectively.

Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2024, the RTA reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
TMSEL		
Net difference between projected and actual earnings on pension plan investments	\$ 11,075,345	\$ -
Total TMSEL	\$ 11,075,345	\$ -

Note 8: PENSION PLANS (CONTINUED)

**Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions
(Continued)**

At December 31, 2023, the RTA reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
LASERS		
Differences between expected and actual experience	\$ 10,718	\$ -
Net difference between projected and actual earnings on pension plan investments	2,831	-
Changes in proportion and differences between employer contributions and proportion of shared contributions	130	16,812
Employer contributions subsequent to the measurement date	28,001	-
Total LASERS	\$ 41,680	\$ 16,812
	Deferred Outflows of Resources	Deferred Inflows of Resources
TMSEL		
Net difference between projected and actual earnings on pension plan investments	\$ 16,468,252	\$ -
Total TMSEL	\$ 16,468,252	\$ -

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ending December 31:	TMSEL
2025	\$ 1,566,893
2026	4,357,093
2027	6,795,947
2028	(1,644,588)

Note 8: PENSION PLANS (CONTINUED)

Actuarial Assumptions

LASERS

A summary of the actuarial methods and assumptions used in determining the total pension liability as of June 30, 2024 and 2023 are as follows:

Valuation Date	June 30, 2024 and 2023
Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions:	
Expected Remaining Service Lives	2 years
Investment Rate of Return	7.25% per annum for 2024 and 2023
Inflation Rate	2.40% and 2.30% per annum for 2024 and 2023.
Mortality	Non-disabled members – The PubG-2010 Healthy Retiree on a fully generational basis by Mortality Improvement Scale MP-2021 for 2024. The RP-2014 Blue Collar (males/females) and White Collar (females) Healthy Annuitant Tables projected on a fully generational basis by Mortality Improvement Scale MP-2018 for 2023. Disabled Members – Mortality rates based on the RP-2000 Disabled Retiree Mortality Table with no projection for mortality improvement for 2024 and 2023.
Termination, Disability, and Retirement	Termination, disability, and retirement assumptions were projected based on a five-year (2019-2023 and 2014-2018 for 2024 and 2023, respectively) experience study of the System's members.

Note 8: PENSION PLANS (CONTINUED)

Actuarial Assumptions (Continued)

LASERS (Continued)

Salary Increases

For 2024, salary increases were projected based on a 2019-2023 experience study of the System's members. The salary increase ranges for 2024 specific types of members were:

<u>Member Type</u>	<u>Lower Range</u>	<u>Upper Range</u>
Regular	3.3%	14.0%
Judges	2.4%	4.8%
Corrections	4.4%	15.3%
Hazardous Duty	4.4%	15.3%
Wildlife	4.4%	15.3%

For 2023, salary increases were projected based on a 2014-2018 experience study of the System's members. The salary increase ranges for 2023 specific types of members were:

<u>Member Type</u>	<u>Lower Range</u>	<u>Upper Range</u>
Regular	3.0%	12.8%
Judges	2.6%	5.1%
Corrections	3.6%	13.8%
Hazardous Duty	3.6%	13.8%
Wildlife	3.6%	13.8%

Cost of Living Adjustments

The present value of future retirement benefits is based on benefits currently being paid by the System and includes previously granted cost of living increases. The projected benefit payments do not include provisions for potential future increases not yet authorized by the Board of Trustees as they were deemed not to be substantively automatic.

Note 8: PENSION PLANS (CONTINUED)

Actuarial Assumptions (Continued)

LASERS (Continued)

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adjusting for expected inflation and an adjustment for the effect of rebalancing/diversification. The expected rate of inflation was 2.40% and 2.30% for 2024 and 2023, respectively. The resulting expected long-term nominal rates of return are 8.15% for 2024 and 8.19% for 2023. Best estimates of geometric real rates of return for each major asset class included in the System's target asset allocation as of June 30, 2024, and 2023 are summarized in the following table:

Asset Class	2024		2023	
	Target Allocation	Long-Term Expected Real Rate of Return	Target Allocation	Target Allocation
Cash	0%	0.76%	1%	0.80%
Domestic equity	34%	4.29%	31%	4.45%
International equity	17%	5.22%	23%	5.44%
Domestic fixed income	3%	2.04%	3%	2.04%
International fixed income	19%	5.24%	18%	5.33%
Alternative investments	27%	8.19%	24%	8.19%
Totals	100%	5.61%	100%	5.75%

Note 8: PENSION PLANS (CONTINUED)

Actuarial Assumptions (Continued)

TMSEL

A summary of the actuarial methods and assumptions used in determining the total pension liability as of December 31, 2023 and 2022 are as follows:

Valuation date	December 31, 2023, and 2022
Valuation method	Entry age normal actuarial cost method
Inflation	2.50% for 2023 and 2022
Projected salary increases	Not applicable
Investment rate of return	7.00%
Mortality rates	For 2023, PRI-2012 Mortality Tables (sex-specific, annuitant and non-annuitant) with fully generational future mortality improvements projected using the Adjusted Scale MP-2021. For 2022, RP-2014 tables (sex-specific, annuitant and non-annuitant) reflecting both blue- and white-collar data, adjusted backward to the base year (2006) using scale MP-2014. Mortality improvement is projected on a static basis using scale MP-2021.
Expected remaining service lives	0 years
Cost of Living Adjustments	The present value of future retirement benefits is based on benefits currently being paid by the Fund and includes previously granted cost of living increases. The present values do not include provisions for potential future increases not yet authorized by the Board of Trustees as they were deemed not to be substantively automatic.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of inflation) are developed for each major asset class. These returns are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage, adding expected inflation and subtracting expected investment expenses and a risk margin.

Note 8: PENSION PLANS (CONTINUED)

Actuarial Assumptions (Continued)

TMSEL (Continued)

The target allocation and projected arithmetic real rates of return for each major asset class, after deducting inflation, but before investment expenses, used in the derivation of the long-term expected investment rate of return assumption are summarized in the following table:

Asset Class	2024		2023	
	Target Allocation	Long-Term Expected Real Rate of Return	Target Allocation	Long-Term Expected Real Rate of Return
Domestic equity	35.00%	7.50%	35.00%	7.50%
International equity	25.00%	8.50%	25.00%	8.50%
Domestic Bonds	24.00%	2.50%	24.00%	2.50%
Real estate	10.00%	4.50%	10.00%	4.50%
Alternative Assets	4.00%	6.24%	4.00%	6.24%
Cash	2.00%	0.00%	2.00%	0.00%
Totals	100.0%		100.0%	

Discount Rate

LASERS

The discount rate used to measure the total pension liability was 7.25% for the years ended June 30, 2024 and 2023. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at actuarially determined rates approved by PRSAC, taking into consideration the recommendation of the System's actuary. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

TMSEL

The discount rate used to measure the total pension liability was 7.00% for the years ended December 31, 2023 and 2022. The projection of cash flows used to determine the discount rate assumed no contributions. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members.

Note 8: PENSION PLANS (CONTINUED)

Changes in Net Pension Liability (Asset)

The change in net pension liability (asset) for the TMSEL plan for the year ended December 31, 2024 is as follows:

Change in Net Pension Liability (Asset)	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability (Asset)
Service Cost	\$ -	\$ -	\$ -
Interest on total pension liability	10,708,664	-	10,708,664
Net investment income	-	18,395,652	(18,395,652)
Changes of assumptions	(2,386,838)	-	(2,386,838)
Difference between expected and actual experience	(1,124,721)	-	(1,124,721)
Benefit payments, including refunds	(15,455,277)	(15,455,277)	-
Administrative expense	-	(1,879,234)	1,879,234
Net Change	(8,258,172)	1,061,141	(9,319,313)
Net Pension Liability (Asset), Beginning	160,708,553	153,991,703	6,716,850
Net Pension Liability (Asset), Ending	\$ 152,450,381	\$ 155,052,844	\$ (2,602,463)

The change in net pension liability (asset) for the TMSEL plan for the year ended December 31, 2023 is as follows:

Change in Net Pension Liability (Asset)	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability (Asset)
Service Cost	\$ -	\$ -	\$ -
Interest on total pension liability	11,209,443	-	11,209,443
Net investment income	-	(28,792,942)	28,792,942
Changes of assumptions	614,356	-	614,356
Difference between expected and actual experience	(3,453,281)	-	(3,453,281)
Benefit payments, including refunds	(15,593,721)	(15,593,721)	-
Administrative expense	-	(1,972,199)	1,972,199
Net Change	(7,223,203)	(46,358,862)	39,135,659
Net Pension Liability (Asset), Beginning	167,931,756	200,350,565	(32,418,809)
Net Pension Liability (Asset), Ending	\$ 160,708,553	\$ 153,991,703	\$ 6,716,850

Note 8: PENSION PLANS (CONTINUED)

Sensitivity of the RTA's Proportionate Share of the Net Pension Liability (Asset) to Changes in the Discount Rate

TMSEL

The following presents the RTA's Net Pension Liability (Asset) for TMSEL calculated using the discount rate of 7.00%, as well as what the Net Pension Liability (Asset) would be if it were calculated using a discount rate that is one percentage-point lower or one percentage-point higher than the current rate:

	1.0% Decrease (6.00%)	Current Discount Rate (7.00%)	1.0% Increase (8.00%)
Net pension liability (asset)	\$ 9,312,134	\$ (2,602,463)	\$ (13,000,700)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position in LASERS is available in the separately issued LASERS 2024 Comprehensive Annual Financial Report at www.lasersonline.org.

Detailed information about the TMSEL plan's fiduciary net position is available in the separately issued TMSEL financial Report.

Note 9: DEFERRED COMPENSATION PLAN

The RTA established the New Orleans Regional Transit Authority 457 Plan (the 457 Plan) effective September 25, 2019 in accordance with Internal Revenue Code Section 457.

The Plan, available to all full-time government employees at their option, permits participants to defer a portion of their salaries until future years. The deferred compensation is not available to participants until termination, retirement, death or unforeseeable emergency. In accordance with generally accepted accounting principles, no assets or liabilities of the 457 Plan are included in the RTA's financial statements.

Employees can contribute up to \$22,500 annually plus additional catch-up contributions for employees age 50 or older. The RTA matches the employee voluntary contributions, limited to 50% of the employees' contributions up to 5% of employees' annual gross wages. The RTA's contributions to the plan for the year ended December 31, 2024 and 2023 were \$8,797,562 and \$3,971,321, respectively.

Note 10: OTHER POST EMPLOYMENT RETIREMENT BENEFITS

Plan Description

The Regional Transit Authority provides certain continuing health care and life insurance benefits for its retired employees. The Regional Transit Authority's OPEB Plan (the OPEB Plan) is a single-employer defined benefit OPEB plan administered by the Regional Transit Authority. The authority to establish and/or amend the obligation of the employer, employees and retirees rests with the Regional Transit Authority. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Governmental Accounting Standards Board (GASB) Statement No. 75.

Benefits Provided

Medical dental benefits are provided through a comprehensive medical plan and are made available to employees upon actual retirement. This is a closed group of grandfathered participants. Eligibility for retirement when the participant is aged 55 with five years of service, or any age with 30 years of service.

Life insurance coverage is provided to a closed group of retirees (no future retirees will be eligible) and paid by the employer. The employer pays 100% of the cost of the retiree life insurance based on a blended rate for all retirees. All of the assumptions used for the valuation of the medical benefits have been used except for the trend assumption; zero trend was used for life insurance. In-force life insurance amounts are reduced to 65% of the initial value at age 65, 40% at age 70, 30% at age 75, and 20% of the initial value at age 80.

Employees covered by benefit terms – At January 1, 2024, the following employees were covered by the medical benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	396
Inactive employees entitled to but not yet receiving benefit payments	-
Active employees	21
Total	417

Total OPEB Liability

The Regional Transit Authority's total OPEB liability is \$3,729,967 as of the measurement date December 31, 2024, the end of the fiscal year.

Note 10: OTHER POST EMPLOYMENT RETIREMENT BENEFITS (CONTINUED)

Actuarial Assumptions and other inputs – The total OPEB liability in the January 1, 2024 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.00%
Salary increases	3.00% annually
Discount rate	3.26% annually (December 31, 2023) 4.08%, annually (December 31, 2024)
Healthcare cost trend rates	Getzen model, initial trend of 6.0%
Mortality rates	RPH-2014 Table

The discount rate was based on the Bond Buyers' 20 Year General Obligation municipal bond index over the 52 weeks immediately preceding the applicable measurement dates.

The actuarial assumptions used in the January 1, 2024 valuation were based on the results of ongoing evaluations of the assumptions from January 1, 2008 to December 31, 2024.

Changes in the Total OPEB Liability

	2024	2023
Balance at January 1,	\$ 4,771,529	\$ 5,895,267
Changes for the year:		
Service cost	270	245
Interest	144,139	204,306
Differences between expected and actual experience	-	(701,802)
Change in assumptions	(479,568)	187,799
Benefit payments and administrative expenses	(706,403)	(814,286)
Net changes	(1,041,562)	(1,123,738)
Balance at December 31,	\$ 3,729,967	\$ 4,771,529

Sensitivity of the total OPEB liability to changes in the discount rate – The following presents the total OPEB liability of the Regional Transit Authority, as well as what the Regional Transit Authority's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (3.08% for 2024 and 2.26% for 2023) or 1-percentage-point higher (5.08% for 2024 and 4.26% for 2023) than the current discount rate:

	1.0% Decrease	Current Discount Rate	1.0% Increase
2024 Total OPEB liability	\$ 4,134,002	\$ 3,729,967	\$ 3,408,386
2023 Total OPEB liability	\$ 5,261,608	\$ 4,771,529	\$ 4,387,765

Note 10: OTHER POST EMPLOYMENT RETIREMENT BENEFITS (CONTINUED)

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rates – The following presents the total OPEB liability of the Regional Transit Authority, as well as what the Regional Transit Authority’s total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (5.0% for 2024 and 4.5% for 2023) or 1-percentage-point higher (7.0% for 2024 and 6.5% for 2023) than the current healthcare trend rates:

	1.0% Decrease	Current Rate	1.0% Increase
2024 Total OPEB liability	\$ 3,507,098	\$ 3,729,967	\$ 4,010,932
2023 Total OPEB liability	\$ 4,498,453	\$ 4,771,529	\$ 5,119,792

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the years ended December 31, 2024 and 2023, the Regional Transit Authority recognized OPEB expense of \$335,159 and \$153,032, respectively. At December 31, 2024 and 2023, there were no deferred outflows of resources and deferred inflows of resources related to OPEB.

Note 11: COMMITMENTS AND CONTINGENCIES

Commitments

TMSEL Retirement Plan – To prevent the termination of the TMSEL Retirement Plan, which was partially terminated in 2009, the RTA entered into discussions with the PBGC for the continued funding of the plan. The ability of the RTA to control the Board of Trustees of the TMSEL Retirement Plan was a condition precedent to the negotiation of this funding agreement (See Note 8). The TMSEL Retirement Plan Board of Trustees is responsible for the administration, management, and proper operation of the TMSEL Retirement Plan. The TMSEL Plan Board consists of six administrative trustees, of which four will be appointed by RTA and two will be appointed by the TMSEL Board of Directors.

TMSEL Retirees Medical and Dental Benefits – The RTA was also a defendant in on-going litigation with former employees of NOPSI and retirees of TMSEL with respect to retiree medical and dental benefits. The RTA has asserted that the TMSEL health and welfare benefit plan is a governmental plan; and therefore, is exempt from the ERISA framework which is the basis for subject matter jurisdiction of this case. The RTA’s motion to dismiss this case was granted by the trial court, specifically, the United States District Court, Eastern District of Louisiana. The trial court agreed with the RTA’s assertion that the plan is exempt from ERISA and granted the RTA’s motion to dismiss. The United States Court of Appeals for the Fifth Circuit affirmed that ruling upon appeal as of June 28, 2016.

Note 11: COMMITMENTS AND CONTINGENCIES (CONTINUED)

Grant Commitments – As of December 31, 2024, the RTA is committed to funding local matching requirements under grants for which a contractual obligation existed at the end of each year. As of December 25, 2010, the RTA is required to match 20% of all new funding. The outstanding federal share of grants at December 31, 2024 and 2023 totals \$10,431,998 and \$12,229,144 respectively.

On August 29, 2005, the New Orleans region suffered significant damage to property and lives when Hurricane Katrina struck the Gulf Coast area. The RTA sustained significant damage to RTA owned facilities, buses, streetcars, other revenue vehicles, and inventory, which were flooded and/or wind damaged. The RTA recovered damages from Katrina from the Federal Emergency Management Agency (FEMA). The audits of these funds and claims recovered from FEMA are still subject to final audit and close out of the respective projects. Any costs that would be disallowed would be recognized in the period agreed upon by the grantor agency and the RTA. During the years ended December 31, 2024 and 2023, RTA received cash reimbursements from FEMA totaling \$16,441 and \$1,322,512, respectively. Included in accounts receivable at December 31, 2024 and 2023 are \$263,266 and \$390,190, respectively of reimbursements due from FEMA.

Contingencies

Regulatory – The RTA receives financial assistance directly from Federal agencies, which is subject to audit and final acceptance by these agencies. In the opinion of management, amounts that may be subject to disallowance upon final audit, if any, would not have a material effect on the RTA's financial position.

Note 12: SELF INSURANCE AND LEGAL CLAIMS

The RTA is from time to time involved in lawsuits arising in the ordinary course of its business. Management provides for a provision for claims when such amounts are known or can be estimated. The RTA is also exposed to various risks of loss related to torts, damage to and destruction of assets, errors and omissions, and injuries to employees. The RTA is self-insured for general liability claims up to between \$500,000 and \$2,000,000 depending on the date of occurrence of the claim. Commercial insurance covers annual claims in excess of up to between \$5,000,000 and \$25,000,000 depending on the date of occurrence of the claim.

All accident and general liability claims and judgments for dates of loss from September 1, 2009, through July 31, 2012, are the responsibility of Transdev pursuant to the delegated management contract in effect during these periods. For dates of loss subsequent to August 1, 2012, and prior to September 1, 2009, the RTA is responsible. Claim expenses and liabilities are reported when it is probable that the loss has occurred and the amount of the loss can be reasonably estimated. These losses include an estimate of claims that have been incurred but not reported.

Note 12: SELF INSURANCE AND LEGAL CLAIMS (CONTINUED)

At December 31, 2024 and 2023, \$20,326,207 and \$22,928,173 of accrued general liability and small claim estimates were recorded to cover such claims. The long-term portion of this accrual at December 31, 2024 and 2023 was \$17,420,748 and \$20,161,024, respectively. The accruals, which are based upon experience with previous claims, the advice of counsel, and actuarial evaluation, are, in the opinion of management, sufficient to provide for all probable and reasonably estimable claim liabilities at December 31, 2024. It is the opinion of management, after conferring with legal counsel for the RTA, that several potential claims against the RTA have the reasonable possibility of an unfavorable outcome, with an estimated maximum possible liability to the RTA of \$13,086,000.

Changes in legal and small claims liability during the years ended December 31, 2024 and 2023 were as follows:

	Beginning of year liability	Current year claims and changes in estimates	Claim payments	Balance at year end
2024	\$ 22,928,173	\$ 1,020,937	\$ (3,622,903)	\$ 20,326,207
2023	\$ 22,058,523	\$ 4,373,288	\$ (3,503,738)	\$ 22,928,173

Note 13: RELATED PARTIES

The RTA has a standing agreement with the City of New Orleans to provide mutually beneficial services (interagency agreement). The RTA offset \$1,200,000 in police and other services provided by the City against state parish transportation fund proceeds appropriated by the State of Louisiana in 2024 and 2023.

The members of the Board of Commissioners who were paid a per diem for the attendance at board and committee meetings in calendar years 2024 and 2023 are listed below. Some commissioners elect not to receive a per diem.

The amounts paid to each commissioner for the year ended December 31, 2024 were as follows:

2024	Per Diem	Expense Reimbursement	Total
Mark Raymond, Jr.	\$ 75	\$ -	\$ 75
Timolynn Sams	150	-	150
Timothy Coulon	150	-	150
Fred Neal, Jr.	150	333	483
Joseph Ewell Jr.	75	-	75
	\$ 600	\$ 333	\$ 933

Regional Transit Authority
Notes to Financial Statements

Note 13: RELATED PARTIES (CONTINUED)

The amounts paid to each commissioner for the years ended December 31, 2023 were as follows:

2023	Per Diem	Expense Reimbursement	Total
Mark Raymond, Jr.	\$ 1,425	\$ 316	\$ 1,741
Timolynn Sams	900	-	900
Timothy Coulon	2,250	-	2,250
Fred Neal, Jr.	2,550	893	3,443
Joseph Ewell Jr.	2,175	1,035	3,210
Arthur Walton	-	716	716
	\$ 9,300	\$ 2,960	\$ 12,260

REQUIRED SUPPLEMENTARY INFORMATION

Regional Transit Authority

Schedule of Changes in Net Pension (Asset) Liability and Related Ratios

Last Ten Fiscal Years

SCHEDULE OF CHANGES IN NET PENSION (ASSET) LIABILITY FOR TRANSIT MANAGEMENT OF SOUTHEAST LOUISIANA RETIREMENT INCOME PLAN											
For the years ended December 31, *											
	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	
TOTAL PENSION LIABILITY											
Service cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interest	10,708,664	11,209,443	11,608,326	12,165,651	11,610,357	12,871,234	12,663,909	12,756,532	13,457,817	13,417,600	
Change of benefit term	-	-	-	-	-	-	-	-	-	5,066,266	
Differences between expected and actual experience	(1,124,721)	(3,453,281)	(767,533)	(1,205,928)	(703,776)	(729,745)	193,679	(26,948)	(648,029)	(2,886,065)	
Change of assumptions	(2,386,838)	614,356	(848,840)	2,836,488	(18,735,380)	18,221,638	3,249,732	(3,454,577)	10,254,242	285,567	
Benefit payments, including refunds of member contributions	(15,455,277)	(15,593,721)	(15,786,841)	(15,743,306)	(16,175,028)	(16,439,659)	(16,934,533)	(16,756,577)	(16,877,431)	(13,816,843)	
Net Change in Total Pension Liability	(8,258,172)	(7,223,203)	(5,794,888)	(1,947,095)	(24,003,827)	13,923,468	(827,213)	(7,481,570)	6,186,599	2,066,525	
Total Pension Liability - Beginning	160,708,553	167,931,756	173,726,644	175,673,739	199,677,566	185,754,098	186,581,311	194,062,881	187,876,282	185,809,757	
Total Pension Liability - Ending (a)	\$ 152,450,381	\$ 160,708,553	\$ 167,931,756	\$ 173,726,644	\$ 175,673,739	\$ 199,677,566	\$ 185,754,098	\$ 186,581,311	\$ 194,062,881	\$ 187,876,282	
PLAN FIDUCIARY NET POSITION											
Contributions - employer	-	-	-	-	-	-	-	-	-	18,000,000	
Contributions - employee	-	-	-	-	-	-	-	-	-	-	
Net investment income	18,395,652	(28,792,942)	25,082,227	26,643,349	33,453,063	(6,677,907)	25,289,174	14,589,683	1,257,989	17,955,244	
Benefit payments, including refunds of member contributions	(15,455,277)	(15,593,721)	(15,786,841)	(15,743,306)	(16,175,028)	(16,439,659)	(16,934,533)	(16,756,577)	(16,877,431)	(13,816,843)	
Administrative expense	(1,879,234)	(1,972,199)	(1,903,761)	(1,759,271)	(1,732,059)	(1,743,128)	(1,818,134)	(1,710,340)	(1,826,776)	(1,481,038)	
Net Change in Plan Fiduciary Net Position	1,061,141	(46,358,862)	7,391,625	9,140,772	15,545,976	(24,860,694)	6,536,507	(3,877,234)	(17,446,218)	20,657,363	
Plan Fiduciary Net Position - Beginning	153,991,703	200,350,565	192,958,940	183,818,168	168,272,192	193,132,886	186,596,379	190,473,613	207,919,831	187,262,468	
Plan Fiduciary Net Position - Ending (b)	\$ 155,052,844	\$ 153,991,703	\$ 200,350,565	\$ 192,958,940	\$ 183,818,168	\$ 168,272,192	\$ 193,132,886	\$ 186,596,379	\$ 190,473,613	\$ 207,919,831	
NET PENSION (ASSET) LIABILITY - ENDING (a)-(b)	\$ (2,602,463)	\$ 6,716,850	\$ (32,418,809)	\$ (19,232,296)	\$ (8,144,429)	\$ 31,405,374	\$ (7,378,788)	\$ (15,068)	\$ 3,589,268	\$ (20,043,549)	
Fiduciary net position as a percentage of the total pension liability	101.71%	95.82%	119.30%	111.07%	104.64%	84.27%	103.97%	100.01%	98.15%	110.67%	
Covered payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Net pension liability as a percentage of covered payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

Notes to Schedule:

Changes in Benefits: 2015 plan change reflects plan amendment to extend availability of unreduced service pension to participants with 30 years of combined service with TMSEL and Transdev.

Changes in Assumptions:	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Discount Rate				7.00%	7.25%	6.06%	7.25%	7.11%	6.87%	7.50%
Inflation		2.50%	2.30%	2.10%						
	PRI-2012	MP-2021	MP-2020	MP-2019	MP-2018	MP-2017				
Mortality Tables with Adjusted Scale	statutory funding projection scale	statutory funding projection scale	statutory funding projection scale	statutory funding projection scale	statutory funding projection scale	statutory funding projection scale				
Mortality Tables	MP-2021	MP-2021	MP-2020	MP-2019	MP-2018	MP-2017				
	statutory funding projection scale	statutory funding projection scale	statutory funding projection scale	statutory funding projection scale	statutory funding projection scale	statutory funding projection scale				
								RP-2000 with static projection to 2023 and 2031	RP-2000 with static projection to 2022 and 2030	

* The amounts presented were determined as of the measurement date (prior year)

Regional Transit Authority

Schedule of Proportionate Share of

Net Pension Liability for Retirement Systems

Last Ten Fiscal Years

For the Year Ended June 30,*	RTA's proportion of the net pension liability (asset)	RTA's proportionate share of the net pension liability (asset)	RTA's covered payroll	RTA's Proportionate share of the net pension liability (asset) as a percentage of its covered payroll	Plan fiduciary net position as a percentage of the total pension liability
Louisiana State Employees' Retirement System					
2024	0.000000%	\$ -	\$ 151,739	0.0%	74.6%
2023	0.007397%	\$ 495,120	\$ 167,633	295.00%	68.40%
2022	0.007892%	\$ 596,615	\$ 166,755	358.00%	63.70%
2021	0.007415%	\$ 408,120	\$ 155,400	262.63%	72.78%
2020	0.007290%	\$ 602,932	\$ 200,117	301.00%	58.00%
2019	0.015384%	\$ 1,114,557	\$ 291,333	383.00%	62.90%
2018	0.014990%	\$ 1,021,966	\$ 137,950	741.00%	64.30%
2017	0.006160%	\$ 433,592	\$ 114,855	378.00%	62.50%
2016	0.006109%	\$ 479,712	\$ 109,987	436.00%	57.70%
2015	0.005539%	\$ 376,736	\$ 105,119	358.39%	62.70%

* The amounts presented were determined as of the measurement date (year ended June 30 for LASERS).

Regional Transit Authority

Schedule of Contributions

Last Ten Fiscal Years

For the Year Ended December 31,	(a) Contractually or Actuarially Required Contribution	(b) Contributions in relation to the contractually or actuarially required contribution	(a-b) Contribution Deficiency (Excess)	RTA's covered payroll	Contributions as a percentage of covered payroll
Louisiana State Employees' Retirement System					
2024	\$ -	\$ -	\$ -	\$ -	0.0%
2023	\$ 67,824	\$ 67,824	\$ -	\$ 151,739	44.7%
2022	\$ 67,913	\$ 67,913	\$ -	\$ 167,633	40.5%
2021	\$ 63,369	\$ 63,369	\$ -	\$ 159,415	39.8%
2020	\$ 62,813	\$ 62,813	\$ -	\$ 155,498	40.4%
2019	\$ 105,793	\$ 105,793	\$ -	\$ 270,000	39.2%
2018	\$ 85,425	\$ 85,425	\$ -	\$ 225,522	37.9%
2017	\$ 42,324	\$ 42,324	\$ -	\$ 114,855	36.9%
2016	\$ 41,922	\$ 41,922	\$ -	\$ 114,885	36.5%
2015	\$ 38,999	\$ 38,999	\$ -	\$ 105,403	37.0%
Transit Management of Southeast Louisiana, Inc.					
2024	\$ 4,431,191	\$ -	\$ 4,430,191	N/A	N/A
2023	\$ 2,905,479	\$ -	\$ 2,905,479	N/A	N/A
2022	\$ 3,191,869	\$ -	\$ 3,191,969	N/A	N/A
2021	\$ 6,182,019	\$ -	\$ 6,182,019	N/A	N/A
2020	\$ 9,955,481	\$ -	\$ 9,955,481	N/A	N/A
2019	\$ 12,552,446	\$ - **	\$ 12,552,446	N/A	N/A
2018	\$ 11,229,807	\$ - **	\$ 11,229,807	N/A	N/A
2017	\$ 9,250,439 *	\$ - **	\$ 9,250,439	N/A	N/A
2016	\$ 5,799,714 *	\$ - **	\$ 5,799,714	N/A	N/A
2015	\$ 8,349,665 *	\$ - **	\$ 8,349,665	N/A	N/A

**Related to multiple plan years; includes adjustments for actual contribution timing required by ERISA for meeting the minimum funding requirements; does not include additional interest for late payment*

***Contributions of \$1.6 million paid in fiscal year 2015, 2016, 2017, 2018 and 2019 were applied to actuarially determined contributions for the 2013 fiscal year.*

Notes to Schedule - LASERS

Changes of Benefit Terms

For LASERS, a 1.5% COLA, effective July 1, 2016, provided by Acts 93 and 512 of the 2016 Louisiana Regular Legislative Session, and, added benefits for members of the Harbor Police Retirement System which was merged with LASERS effective July 1, 2015 by Act 648 of 2014.

Changes of Assumptions

For LASERS, the investment rate of return was decreased from 7.75% to 7.70% and the inflation rate was decreased from 3.00% to 2.75% for the valuation dated June 30, 2017.

The investment rate of return was decreased from 7.50% to 7.65% for the valuation dated June 30, 2018.

The investment rate of return was decreased from 7.65% to 7.60% and mortality table for non-disabled members was changed to the RP-2014 Healthy Mortality Table with an MP-2018 Improvement Scale for the valuation dated June 30, 2019.

The investment rate of return was decreased from 7.60% to 7.55%, the inflation rate was decreased from 2.50% to 2.30%, the salary increases changed for the lower range from 2.8%-3.8% to 2.6%-3.6% and the upper range from 5.3% - 14.0% to 5.1% to 13.8% for the valuation dated June 30, 2020.

The investment rate of return was decreased from 7.55% to 7.40% for valuation dated June 30, 2021.

The investment rate of return was decreased from 7.40% to 7.25% for valuation dated June 30, 2022.

Notes to Schedule - TMSEL

Valuation date: December 31, 2023

Methods and assumptions used to determine contribution rates:

Actuarial cost method Unit Credit, for actuarially determined contributions

Amortization method Level dollar

Remaining amortization period. All new bases are amortized over 15 years

Effective period of 15 years remaining as of January 1, 2021

Asset valuation method Market value of assets

Investment rate of return 7.00%

Inflation 2.50%

Salary increases N/A

Cost of living adjustments N/A

Regional Transit Authority
Schedule of Changes in OPEB Liability and Related Ratios
Last Eight Fiscal Years

<i>For the year ended December 31,</i>	2024	2023	2022	2021	2020	2019	2018	2017
TOTAL OPEB LIABILITY								
Service cost	\$ 270	\$ 245	\$ 11,673	\$ 9,964	\$ 11,083	\$ 8,670	\$ 21,186	\$ 21,186
Interest	144,139	204,306	154,120	148,302	184,706	293,338	313,400	359,248
Change of benefit term	-	-	-	-	-	-	-	-
Differences between expected and actual experience	-	(701,802)	20,029	1,725,501	215,614	(372,845)	(1,667,222)	1,019,469
Change of assumptions	(479,568)	187,799	(964,410)	(390,104)	410,075	812,187	-	-
Administrative expense	-	(55,757)	(68,172)	(66,744)	(69,503)	(85,031)	(83,782)	(64,584)
Benefit payments, including refunds of member contributions	(706,403)	(758,529)	(733,675)	(941,594)	(1,074,906)	(1,080,202)	(1,011,517)	(1,434,417)
Net Change in Total OPEB Liability	(1,041,562)	(1,123,738)	(1,580,435)	485,325	(322,931)	(423,883)	(2,427,935)	(99,098)
Total OPEB Liability - Beginning	4,771,529	5,895,267	7,475,702	6,990,377	7,313,308	7,737,191	10,165,126	10,264,224
Total OPEB Liability - Ending (a)	\$ 3,729,967	\$ 4,771,529	\$ 5,895,267	\$ 7,475,702	\$ 6,990,377	\$ 7,313,308	\$ 7,737,191	\$ 10,165,126

Covered-employee payroll	\$ 1,608,722	\$ 1,561,866	\$ 2,133,426	\$ 2,071,287	\$ 3,683,463	\$ 3,541,791	N/A	N/A
Total OPEB liability as a percentage of covered-employee payroll	232%	306%	276%	361%	190%	206%	N/A	N/A

Notes to Schedule:

<i>Benefit Changes:</i>	None	None	None	None	None	None	None	None
<i>Changes of Assumptions:</i>								
Discount rate	4.08%	3.26%	3.72%	2.06%	2.12%	2.74%	4.10%	3.50%
Mortality				RP-2014			RP-2000	(94GAR) table
Trend		Getzen model		4.5% to 5.5%				5.5%

This schedule is intended to show information for 10 years. Additional years will be displayed as they become available.

Regional Transit Authority
Schedule of Changes in Restricted Asset Bond Accounts
For the Year Ended December 31, 2024

The following summarizes the activity in the 2020A and 2020B Series trustee accounts:

	Revenue	Cost of Issuance	Reserve	Debt Service	Total
Beginning Balance - January 1, 2024	\$ 3,769	\$ -	\$ 4,265,888	\$ 6,788,063	\$ 11,057,720
Cash receipts					
Bond Sale		-	-	-	-
Other payments from CNO	5,846,246	-	-	-	5,846,246
Sales Tax Receipts	102,481,778	-	-	-	102,481,778
Interaccount Transfers		-	-	-	-
Transfer for principal and interest	(8,066,268)	-	-	8,066,268	-
Investment income	7,886	-	211,513	168,035	387,434
Total cash receipts	100,269,642	-	211,513	8,234,303	108,715,458
Cash disbursements					
Sales Tax disbursements	94,415,509	-	-	-	94,415,509
Transfers of other payments	5,846,247				5,846,247
Expense payments	-	-	-	8,045,443	8,045,443
Total disbursements	100,261,756	-	-	8,045,443	108,307,199
Ending Balance - December 31, 2024	\$ 11,655	\$ -	\$ 4,477,401	\$ 6,976,923	\$ 11,465,979

Regional Transit Authority
Schedule of Changes in Restricted Asset Bond Accounts
For the Year Ended December 31, 2024

The following summarizes the activity in the 2010 Series trustee accounts:

	Sales Tax Capital	Debt Service	Total
Beginning Balance - January 1, 2024	\$ (3,198,476)	\$ 3,617,012	\$ 418,536
Cash receipts			
Investment income	-	20,991	20,991
Total cash receipts	-	20,991	20,991
Ending Balance - December 31, 2024	\$ (3,198,476)	\$ 3,638,003	\$ 439,527

Regional Transit Authority
Schedule of Compensation, Benefits, and Other Payments to Agency Head
For the Year Ended December 31, 2024

Agency Head Name: Lona Hankins, Chief Executive Officer

PURPOSE	AMOUNT
Salary	\$ 314,995
Benefits-health insurance	42,361
Benefits-retirement	84,177
Deferred compensation	-
Workers comp	-
Benefits-life insurance	2,514
Benefits-long term disability	-
Benefits-Fica & Medicare	16,332
Car allowance	15,600
Vehicle provided by government	-
Cell phone	540
Dues	-
Vehicle rental	-
Per diem	1,167
Reimbursements	-
Travel	624
Registration fees	-
Conference travel	-
Unvouchered expenses	-
Meetings & conventions	-
Other	15,911
Total	\$ 494,221



REGIONAL TRANSIT AUTHORITY

SINGLE AUDIT REPORTS

DECEMBER 31, 2024

**REPORT**

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	1
Independent Auditor's Report on Compliance for Each Major Program on Internal Control Over Compliance, and on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance	3
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Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

To the Board of Commissioners of
Regional Transit Authority
New Orleans, Louisiana

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Regional Transit Authority (the "RTA"), as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the RTA's basic financial statements and have issued our report thereon dated September 29, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the RTA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the RTA's internal control. Accordingly, we do not express an opinion on the effectiveness of the RTA's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the deficiency described in the accompany schedule of findings and questions costs as item **2024-001** to be a material weakness.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with

governance. We consider the deficiency described in the accompanying schedule of findings and questioned costs as item **2024-002** to be a significant deficiency.

Report on Compliance and Other Matters

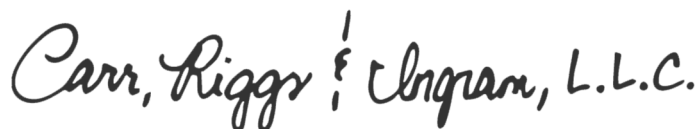
As part of obtaining reasonable assurance about whether the RTA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matters that is required to be reported under *Government Auditing Standards* and which is described in the accompanying schedule of findings and questioned costs as item **2024-003**.

The Regional Transit Authority's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the RTA's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The RTA's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose. Under Louisiana Revised Statute 24:513, this report is distributed by the Louisiana Legislative Auditor as a public document.



September 29, 2025
Metairie, Louisiana



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**Independent Auditor's Report on Compliance for Each
Major Program on Internal Control over Compliance and on the
Schedule of Expenditures of Federal Awards Required by the Uniform Guidance**

To the Board of Commissioners of
Regional Transit Authority
New Orleans, Louisiana

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Regional Transit Authority's (the "RTA") compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the RTA's major federal programs for the year ended December 31, 2024. The RTA's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the RTA complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the RTA and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the RTA's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the RTA's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the RTA's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the RTA's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the RTA's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the RTA's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the RTA's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose. Under Louisiana Revised Statute 24:513, this report is distributed by the Louisiana Legislative Auditor as a public document.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the RTA, as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the RTA's basic financial statements. We issued our report thereon dated September 29, 2025, which contained unmodified opinions on those financial statements. Our audit was performed for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Carr, Riggs & Ingram, L.L.C.

September 29, 2025
Metairie, Louisiana

Regional Transit Authority
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2024

Federal Grantor/Program or Cluster Title	Assistance Listing Number	Pass-Through Identification Number	Pass-Through to Sub-Recipients	Expenditures
U.S. Department of Housing and Urban Development Passed through the State of Louisiana, Division of Administration, Office of Community Development Community Development Block Grant/State's Program and Non-Entitlement Grants in Hawaii	14.228	B-06-DG-22-00001	\$ - \$	5,000,000
Total U.S. Department of Housing and Urban Development			-	5,000,000
U.S. Department of Transportation Direct Awards - Federal Transit Administration Federal Transit Cluster:				
Federal Transit - Capital Investment Grants	20.500		-	203,055
Federal Transit - Formula Grants	20.507		-	14,124,853
COVID-19 – Federal Transit - Formula Grants	20.507		-	41,498,639
State of Good Repair Grants Program	20.525		-	8,430,868
Bus and Bus Facilities Formula & Discretionary Programs (Bus Program)	20.526		-	3,063,839
Total Federal Transit Cluster			-	67,321,254
Metropolitan Transportation Planning and State and Non- Metropolitan Planning and Research	20.505		-	11,085
Transit Services Programs Cluster			-	
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513			29,042
Total U.S. Department of Transportation			-	67,361,388

The accompanying notes are an integral part of this statement.

Regional Transit Authority
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2024

Federal Grantor/Program or Cluster Title	Assistance Listing Number	Pass-Through Identification Number	Pass- Through to Sub- Recipients	Expenditures
U.S. Department of Homeland Security Federal Emergency Management Agency, passed through the State of Louisiana, Governor's Office of Homeland Security and Emergency Preparedness Disaster Grants – Public Assistance (Presidentially Declared Disasters)	97.036	DR-1603-LA	-	13,543
Total U.S. Department of Homeland Security			-	13,543
Total Expenditures of Federal Awards			\$ -	\$ 72,374,924

The accompanying notes are an integral part of this statement.

Regional Transit Authority
Notes to Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2024

Note 1: GENERAL

The accompanying Schedule of Expenditures of Federal Awards presents the activity of the federal awards of the Regional Transit Authority (RTA) and is presented on the accrual basis of accounting. The RTA's reporting entity is defined in Note A to the RTA's financial statements for the year ended December 31, 2024. All federal awards received from federal agencies are included on the schedule.

Note 2: BASIS OF ACCOUNTING

The accompanying Schedule of Expenditures of Federal Awards is presented using the accrual basis of accounting, which is described in Note A to the RTA's financial statements for the year ended December 31, 2024. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements. RTA did not elect to use the de minimis indirect cost rate.

Note 3: LOANS

The RTA did not expend federal awards related to loans or loan guarantees during the year.

Note 4: FEDERALLY FUNDED INSURANCE

The RTA has no federally funded insurance.

Note 5: NONCASH ASSISTANCE

The RTA did not receive any federal noncash assistance for the year ended December 31, 2024.

Regional Transit Authority
Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2024

A. SUMMARY OF AUDITOR'S RESULTS

Financial Statements

- | | |
|--|------------|
| 1. Type of auditor's report issued | Unmodified |
| 2. Internal control over financial reporting: | |
| a. Material weaknesses identified? | Yes |
| b. Significant deficiencies identified not considered to be material weaknesses? | Yes |
| c. Noncompliance material to the financial statements noted? | No |

Federal Awards

- | | |
|---|-------------|
| 1. Type of auditor's report issued on compliance for major programs | Unmodified |
| 2. Internal control over major programs: | |
| a. Material weaknesses identified? | No |
| d. Significant deficiencies identified not considered to be material weaknesses? | None Noted |
| 3. Any audit findings that are required to be reported in accordance with 2 CFR Section 200.516(a)? | No |
| 4. The major programs tested for the year ended December 31, 2024 were: | |
| Federal Transit Cluster: | |
| Capital Investment Grants | 20.500 |
| Formula Grants | 20.507 |
| State of Good Repair Grants | 20.525 |
| Bus and Bus Facilities Formula & Discretionary Programs (Bus Program) | 20.526 |
| Community Development Block Grant/State's Program and Non-Entitlement Grants in Hawaii | 14.228 |
| 5. Dollar threshold used to distinguish between type A and type B programs: | \$2,171,248 |
| 6. Auditee qualified as a low-risk auditee? | No |

Regional Transit Authority
Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2024

B. FINDINGS AND QUESTIONED COSTS – FINANCIAL STATEMENTS

2024-001 Material Weakness: Material Adjustments

Criteria: Controls should be in place to ensure all significant balances are properly analyzed and accurately reported prior to the completion of the year-end closing process.

Condition: During the audit of the RTA's financial statements, several material adjustments were identified and recorded including a prior period adjustment identified by the Director of Accounting to reduce payroll liabilities and current year adjustments increasing inventory and related expenses and decreasing grant receivables and related grant revenues. There were also a significant number of adjustments provided by the RTA after the books were closed.

Cause: A formalized timeline for adequate review and reconciliation of account balances is not in place to ensure completeness of accounting records before audit commencement.

Effect: Various account balances required adjustments prior to the completion of the audited financial statements.

Recommendation: We recommend the RTA implement enhanced pre-close review procedures to ensure all significant balances are accurately recorded before the completion of the year-end closing process.

View of Responsible Official: See corrective action plan.

2024-002 Significant Deficiency: Internal Control Over Self-Insurance Case Reserves and Structured Settlements

Criteria: The RTA should maintain internal controls that ensure timely and accurate updates of case reserves, facilitated through effective communication among all parties involved in claims management. This is crucial for accurately reflecting the RTA's financial obligations and ensuring compliance with generally accepted accounting standards and external reporting requirements.

Condition: During the audit, we noted that despite new oversight procedures and controls being put in place, some external attorneys do not regularly communicate updates to the RTA and their third-party administrator (TPA) for claims.

Cause: Some of the external attorneys are not adhering to the new oversight procedures put in place to improve communication between the external attorneys, the TPA for claims and RTA management for cases under litigation.

Effect: As a result, some case reserves are not being adjusted timely, leading to potential misstatements in the reporting of reserve balances.

Regional Transit Authority
Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2024

B. FINDINGS AND QUESTIONED COSTS – FINANCIAL STATEMENTS (CONTINUED)

2024-002 Significant Deficiency: Internal Control Over Self-Insurance Case Reserves and Structured Settlements (Continued)

Recommendation: We recommend that RTA management enforce oversight procedures and controls that were implemented in 2024 and 2025 to ensure timely updates from all attorneys and that the information flows between all parties involved in claims management.

View of Responsible Official: See corrective action plan.

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAM

There were no findings related to major federal award programs reported for the year ended December 31, 2024.

D. FINDINGS RELATED TO COMPLIANCE AND OTHER MATTERS

Finding 2024-003 Noncompliance – Timely Submission of Audit Report to Legislative Auditor

Criteria: In accordance with R.S. 24:513, any local auditee that receives public assistance of \$500,000 or more in revenues and other sources in any one fiscal year must be audited annually and the annual audit reporting package must be submitted to the Louisiana Legislative Auditor. The due date for the audit reporting package is six months after the organization's fiscal year end.

Condition: The RTA did not meet the June 30, 2025 deadline for reporting to the Legislative Auditor. The RTA requested and received an extension of time until September 30, 2025 from the Legislative Auditor to file its financial statements.

Cause: Due to continued challenges resulting from the implementation of a new financial reporting and general ledger software system in 2023, the RTA required additional time to close the 2024 books and record the final adjustments to their accounting records.

Effect: The delay in closing the 2024 books resulted in the 2024 audit completion date being delayed.

Recommendation: The RTA should implement a plan to ensure that year-end close out procedures are completed on a timely basis to allow sufficient time for the auditor to complete their procedures and meet future deadlines.

View of Responsible Official: See corrective action plan.

Regional Transit Authority
Summary Schedule of Prior Audit Findings
For the Year Ended December 31, 2024

A. FINDINGS AND QUESTIONED COSTS – FINANCIAL STATEMENTS

2023-001 Material Weakness: Preparation of Schedule of Expenditures of Federal Awards and Reconciliation of Grant Revenue

Condition: The SEFA provided for the audit did not contain the correct amounts of federal expenditures supported by the accounting system. Additionally, the grant revenue did not include all amounts due from the awarding agency for expenditures incurred during the fiscal year.

Recommendation: We recommend the RTA review its policies and procedures for identifying, recording and tracking federal expenses and implement tools within the accounting system to properly identify federal expenses in order to prepare an accurate SEFA. The policies and procedures should include capturing all grant revenue for eligible expenses incurred during the fiscal year.

Current status: Partially Resolved. See finding **2024-001** as it relates to adjustments for grant receivables and revenue.

2023-002 Significant Deficiency: Internal Control Over Accrual Process for Accounts Payable

Condition: During our audit of accounts payable, we identified an invoice totaling \$1,238,818 that was not properly accrued as of the end of the year. This omission resulted in the understatement of both liabilities and capital assets in the financial statements.

Recommendation: The RTA should perform a review of payments made after year-end to ensure that all expenses and capital expenditures incurred during the year but not paid are properly accrued and recognized as of the end of the year.

Current status: Resolved.

2023-003 Significant Deficiency: Internal Control Over Self-Insurance Case Reserves and Structured Settlements

Condition: During the audit, we noted that some external attorneys do not regularly communicate updates to the RTA and their third-party administrator (TPA) for claims. In addition, we noted that cases under structured settlement agreements are not receiving the necessary reserve updates as the settlements occur and as payments are being made.

Recommendation: We recommend that RTA management implement a monitoring system to track communication between external attorneys and the TPA, along with regular reporting to management on the status of case reserves and establish oversight responsibilities to ensure timely updates from all attorneys and that the information flows between all parties involved in claims management.

Current Status: Partially Resolved. See finding **2024-002** as it relates to communication with external attorneys.

**Regional Transit Authority
Summary Schedule of Prior Audit Findings
For the Year Ended December 31, 2024**

B. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAM

There were no findings related to the major federal award program reported for the year ended December 31, 2023.

C. FINDINGS RELATED TO COMPLIANCE AND OTHER MATTERS

2023-004 Timely Submission of Audit Report to Legislative Auditor (Compliance)

Condition: The RTA did not meet the June 30, 2024 deadline for reporting to the Legislative Auditor. The RTA requested and received an extension of time until October 31, 2024 from the Legislative Auditor to file its financial statements.

Recommendation: The RTA should implement a plan to assure that the financial reporting is completed timely to ensure future reports are issued by June 30th of each year.

Current Status: Not Resolved. See repeat finding **2024-003**.



September 29, 2025

Louisiana Legislative Auditor
1600 North 3rd Street
P.O. Box 94397
Baton Rouge, LA 70804-9397

And

Carr, Riggs & Ingram, LLC
3850 N. Causeway Blvd.
Suite 1400, Two Lakeway Center
Metairie, LA 70002

Correction Action Plan

Dear Sirs and Madams:

Please find the corrective action plan for **Findings to the Financial Statements:**

2024-001- Material Weakness: Material Adjustments

Corrective Action:

The ERP system conversion in 2023 resulted in numerous transactions that required detailed and time-consuming account analysis. As a result, the timeliness of our normal monthly and year-end procedures was affected and led to needed adjustments at year end. The post implementation trouble shooting performed in 2024 and early 2025, along with the delay in audit submission in 2024, caused a delay in the required research, analysis and cleanup of old legacy balances on our books. The account analysis and subsequent cleanup work that was completed this year has since corrected those balances so that the same level of cleanup will not be required in 2025. Additionally, our Grants Director that was hired late 2024 has helped to provide for adequate review and reconciliation of grant revenues and receivables. As a result of these efforts, along with improvements in pre-close review procedures, we expect that this issue will be resolved going forward.

2024-002 -Significant Deficiency: Internal Control Over Self-Insurance, Case Reserves and Structured Settlements

Corrective Action:

Under the leadership of our Chief Legal Officer, the RTA has implemented processes to effectively improve communications between our third-party administrator, attorneys and internal staff. We have implemented structured settlement reporting and a regular review of case reserves. Management will continue to review outstanding claims reports and matters in litigation on a quarterly basis to ensure reserves are as needed and that these matters are being fiscally resolved. As 2025 is our first full year of implementation of these new processes, we feel confident that this matter will be resolved in the upcoming year.

Findings Related to Compliance and Other Matters

2024-003- Timely submission of Audit Report to Legislative Auditor

Corrective Action:

RTA's Oracle ERP system implementation concluded in late 2023. Although the staff has become more familiar with the system and is not conducting accounting functions in two different systems in 2024 and have resumed our normal monthly and year-end accounting close processes; there was a significant amount of cleanup work that was done as a result. Now that the system has been fully implemented, and we have engaged in post implementation troubleshooting, cleanup and improvements in accounting processes because of this change, we fully expect that this issue will be resolved for the 2025 audit.

Sincerely,



Gizelle Johnson Banks
Chief Financial Officer

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

To Arthur Walton, Chairman of the Finance Committee
Board of Commissioners
Regional Transit Authority
and the Louisiana Legislative Auditor

We have performed the procedures enumerated below on the control and compliance (C/C) areas identified in the Louisiana Legislative Auditor's (LLA's) Statewide Agreed-Upon Procedures (SAUPs) for the fiscal period January 1, 2024 through December 31, 2024. Regional Transit Authority (the RTA) management is responsible for those C/C areas identified in the SAUPs.

The RTA has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of the engagement, which is to perform specified procedures on the C/C areas identified in LLA's SAUPs for the fiscal period January 1, 2024 through December 31, 2024. Additionally, LLA has agreed to and acknowledged that the procedures performed are appropriate for its purposes. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

1) Written Policies and Procedures

1. Obtain and inspect the RTA's written policies and procedures and observe whether they address each of the following categories and subcategories if applicable to public funds and the RTA's operations:
 - i. ***Budgeting***, including preparing, adopting, monitoring, and amending the budget.
Results: No exceptions were found as a result of applying the above procedure.
 - ii. ***Purchasing***, including (1) how purchases are initiated, (2) how vendors are added to the vendor list, (3) the preparation and approval process of purchase requisitions and purchase orders, (4) controls to ensure compliance with the Public Bid Law, and (5) documentation required to be maintained for all bids and price quotes.
Results: No exceptions were found as a result of applying the above procedure.

- iii. ***Disbursements***, including processing, reviewing, and approving.
Results: No exceptions were found as a result of applying the above procedure.
- iv. ***Receipts/Collections***, including receiving, recording, and preparing deposits. Also, policies and procedures should include management's actions to determine the completeness of all collections for each type of revenue or agency fund additions (e.g., periodic confirmation with outside parties, reconciliation to utility billing after cutoff procedures, reconciliation of traffic ticket number sequences, agency fund forfeiture monies confirmation).
Results: No exceptions were found as a result of applying the above procedure.
- v. ***Payroll/Personnel***, including (1) payroll processing, (2) reviewing and approving time and attendance records, including leave and overtime worked, and (3) approval process for employee rates of pay or approval and maintenance of pay rate schedules.
Results: No exceptions were found as a result of applying the above procedure.
- vi. ***Contracting***, including (1) types of services requiring written contracts, (2) standard terms and conditions, (3) legal review, (4) approval process, and (5) monitoring process.
Results: No exceptions were found as a result of applying the above procedure.
- vii. ***Travel and Expense Reimbursement***, including (1) allowable expenses, (2) dollar thresholds by category of expense, (3) documentation requirements, and (4) required approvers.
Results: No exceptions were found as a result of applying the above procedure.
- viii. ***Credit Cards (and debit cards, fuel cards, purchase cards, if applicable)***, including (1) how cards are to be controlled, (2) allowable business uses, (3) documentation requirements, (4) required approvers of statements, and (5) monitoring card usage (e.g., determining the reasonableness of fuel card purchases).
Results: No exceptions were found as a result of applying the above procedure.
- ix. ***Ethics***, including (1) the prohibitions as defined in Louisiana Revised Statute (R.S.) 42:1111-1121, (2) actions to be taken if an ethics violation takes place, (3) system to monitor possible ethics violations, and (4) a requirement that documentation is maintained to demonstrate that all employees and officials were notified of any changes to the RTA's ethics policy.
Results: No exceptions were found as a result of applying the above procedure.
- x. ***Debt Service***, including (1) debt issuance approval, (2) continuing disclosure/EMMA reporting requirements, (3) debt reserve requirements, and (4) debt service requirements.
Results: No exceptions were found as a result of applying the above procedure.

- xi. ***Information Technology Disaster Recovery/Business Continuity***, including (1) identification of critical data and frequency of data backups, (2) storage of backups in a separate physical location isolated from the network, (3) periodic testing/verification that backups can be restored, (4) use of antivirus software on all systems, (5) timely application of all available system and software patches/updates, and (6) identification of personnel, processes, and tools needed to recover operations after a critical event.

Results: No exceptions were found as a result of applying the above procedure.

- xii. ***Prevention of Sexual Harassment***, including R.S. 42:342-344 requirements for (1) agency responsibilities and prohibitions, (2) annual employee training, and (3) annual reporting.

Results: No exceptions were found as a result of applying the above procedure.

2) Board or Finance Committee

- A. Obtain and inspect the board/finance committee minutes for the fiscal period, as well as the board's enabling legislation, charter, bylaws, or equivalent document in effect during the fiscal period, and

- i. Observe that the board/finance committee met with a quorum at least monthly, or on a frequency in accordance with the board's enabling legislation, charter, bylaws, or other equivalent document.

Results: No exceptions were found as a result of applying the above procedure.

- ii. For those entities reporting on the governmental accounting model, review the minutes from all regularly scheduled board/finance committee meetings held during the fiscal year and observe whether the minutes from at least one meeting each month referenced or included monthly budget-to-actual comparisons on the general fund, quarterly budget-to-actual comparisons, at a minimum, on all proprietary funds⁹, and semi-annual budget-to-actual comparisons, at a minimum, on all special revenue funds. Alternatively, for those entities reporting on the not-for-profit accounting model, observe that the minutes referenced or included financial activity relating to public funds if those public funds comprised more than 10% of the entity's collections during the fiscal period.

Results: No exceptions were found as a result of applying the above procedure.

- iii. For governmental entities, obtain the prior year audit report and observe the unassigned fund balance in the general fund. If the general fund had a negative ending unassigned fund balance in the prior year audit report, observe that the minutes for at least one meeting during the fiscal period referenced or included a formal plan to eliminate the negative unassigned fund balance in the general fund.

Results: No exceptions were found as a result of applying the above procedure.

- iv. Observe whether the board/finance committee received written updates of the progress of resolving audit finding(s), according to management's corrective action plan at each meeting until the findings are considered fully resolved.

Results: Exception noted. There was no indication of written updates on the progress of resolving prior year audit findings.

3) Bank Reconciliations

- A. Obtain a listing of RTA bank accounts for the fiscal period from management and management's representation that the listing is complete.

Results: No exceptions were found as a result of applying the above procedure.

Ask management to identify the RTA's main operating account. Select the RTA's main operating account and randomly select 4 additional accounts (or all accounts if less than 5). Randomly select one month from the fiscal period, obtain and inspect the corresponding bank statement and reconciliation for each selected account, and observe that:

- i. Bank reconciliations include evidence that they were prepared within 2 months of the related statement closing date (e.g., initialed and dated or electronically logged);

Results: Exceptions noted. For 5 of 5 accounts selected, the reconciliation was not prepared within 2 months of the related statement closing date.

- ii. Bank reconciliations include written evidence that a member of management or a board member who does not handle cash, post ledgers, or issue checks has reviewed each bank reconciliation within 1 month of the date the reconciliation was prepared (e.g., initialed and dated or electronically logged); and

Results: No exceptions were found as a result of applying the above procedure.

- iii. Management has documentation reflecting it has researched reconciling items that have been outstanding for more than 12 months from the statement closing date, if applicable.

Results: No exceptions were found as a result of applying the above procedure.

4) Collections (excluding electronic funds transfers)

- A. Obtain a listing of deposit sites for the fiscal period where deposits for cash/checks/money orders (cash) are prepared and management's representation that the listing is complete. Randomly select 5 deposit sites (or all deposit sites if less than 5).

Results: No exceptions were found as a result of applying the above procedure.

- B. For each deposit site selected, obtain a listing of collection locations and management's representation that the listing is complete.

Results: No exceptions were found as a result of applying the above procedure.

Randomly select one collection location for each deposit site (e.g., 5 collection locations for 5 deposit sites), obtain and inspect written policies and procedures relating to employee job duties (if there are no written policies or procedures, then inquire of employees about their job duties) at each collection location, and observe that job duties are properly segregated at each collection location such that:

- i. Employees responsible for cash collections do not share cash drawers/registers;

Results: No exceptions were found as a result of applying the above procedure.

- ii. Each employee responsible for collecting cash is not also responsible for preparing/making bank deposits, unless another employee/official is responsible for reconciling collection documentation (e.g., pre-numbered receipts) to the deposit;

Results: No exceptions were found as a result of applying the above procedure.

- iii. Each employee responsible for collecting cash is not also responsible for posting collection entries to the general ledger or subsidiary ledgers, unless another employee/official is responsible for reconciling ledger postings to each other and to the deposit; and

Results: No exceptions were found as a result of applying the above procedure.

- iv. The employee(s) responsible for reconciling cash collections to the general ledger and/or subsidiary ledgers, by revenue source and/or custodial fund additions, is (are) not also responsible for collecting cash, unless another employee/official verifies the reconciliation.

Results: No exceptions were found as a result of applying the above procedure.

- C. Obtain from management a copy of the bond or insurance policy for theft covering all employees who have access to cash. Observe that the bond or insurance policy for theft was in force during the fiscal period.

Results: No exceptions were found as a result of applying the above procedure.

- D. Randomly select two deposit dates for each of the 5 bank accounts selected for Bank Reconciliations procedure #3A (select the next deposit date chronologically if no deposits were made on the dates randomly selected and randomly select a deposit if multiple deposits are made on the same day). *Alternatively, the practitioner may use a source document other than bank statements when selecting the deposit dates for testing, such as a cash collection log, daily revenue report, receipt book, etc.* Obtain supporting documentation for each of the 10 deposits and:

- i. Observe that receipts are sequentially pre-numbered.

Results: No exceptions were found as a result of applying the above procedure.

- ii. Trace sequentially pre-numbered receipts, system reports, and other related collection documentation to the deposit slip.

Results: No exceptions were found as a result of applying the above procedure.

- iii. Trace the deposit slip total to the actual deposit per the bank statement.

Results: No exceptions were found as a result of applying the above procedure.

- iv. Observe that the deposit was made within one business day of receipt at the collection location (within one week if the depository is more than 10 miles from the collection location or the deposit is less than \$100 and the cash is stored securely in a locked safe or drawer).

Results: No exceptions were found as a result of applying the above procedure.

- v. Trace the actual deposit per the bank statement to the general ledger.

Results: No exceptions were found as a result of applying the above procedure.

5) *Non-Payroll Disbursements (excluding card purchases, travel reimbursements, and petty cash purchases)*

- A. Obtain a listing of locations that process payments for the fiscal period and management's representation that the listing is complete. Randomly select 5 locations (or all locations if less than 5).

Results: No exceptions were found as a result of applying the above procedure.

- B. For each location selected under procedure #5A above, obtain a listing of those employees involved with non-payroll purchasing and payment functions. Obtain written policies and procedures relating to employee job duties (if the agency has no written policies and procedures, then inquire of employees about their job duties), and observe that job duties are properly segregated such that:

- i. At least two employees are involved in initiating a purchase request, approving a purchase, and placing an order or making the purchase;

Results: No exceptions were found as a result of applying the above procedure.

- ii. At least two employees are involved in processing and approving payments to vendors;

Results: No exceptions were found as a result of applying the above procedure.

- iii. The employee responsible for processing payments is prohibited from adding/modifying vendor files, unless another employee is responsible for periodically reviewing changes to vendor files;

Results: No exceptions were found as a result of applying the above procedure.

- iv. Either the employee/official responsible for signing checks mails the payment or gives the signed checks to an employee to mail who is not responsible for processing payments; and

Results: No exceptions were found as a result of applying the above procedure.

- v. Only employees/officials authorized to sign checks approve the electronic disbursement (release) of funds, whether through automated clearinghouse (ACH), electronic funds transfer (EFT), wire transfer, or some other electronic means.

Results: No exceptions were found as a result of applying the above procedure.

- C. For each location selected under procedure #5A above, obtain the RTA's non-payroll disbursement transaction population (excluding cards and travel reimbursements) and obtain management's representation that the population is complete.

Results: No exceptions were found as a result of applying the above procedure.

Randomly select 5 disbursements for each location, obtain supporting documentation for each transaction, and:

- i. Observe whether the disbursement, whether by paper or electronic means, matched the related original itemized invoice and supporting documentation indicates that deliverables included on the invoice were received by the RTA, and

Results: No exceptions were found as a result of applying the above procedure.

- ii. Observe whether the disbursement documentation included evidence (e.g., initial/date, electronic logging) of segregation of duties tested under procedure #5B above, as applicable.

Results: No exceptions were found as a result of applying the above procedure.

- D. Using the RTA's main operating account and the month selected in Bank Reconciliations procedure #3A, randomly select 5 non-payroll-related electronic disbursements (or all electronic disbursements if less than 5) and observe that each electronic disbursement was (a) approved by only those persons authorized to disburse funds (e.g., sign checks) per the RTA's policy, and (b) approved by the required number of authorized signers per the RTA's policy. *Note: If no electronic payments were made from the main operating account during the month selected the practitioner should select an alternative month and/or account for testing that does include electronic disbursements.*

Results: No exceptions were found as a result of applying the above procedure.

6) Credit Cards/Debit Cards/Fuel Cards/Purchase Cards (Cards)

- A. Obtain from management a listing of all active credit cards, bank debit cards, fuel cards, and purchase cards (cards) for the fiscal period, including the card numbers and the names of the persons who maintained possession of the cards. Obtain management's representation that the listing is complete.

Results: No exceptions were found as a result of applying the above procedure.

- B. Using the listing prepared by management, randomly select 5 cards (or all cards if less than 5) that were used during the fiscal period. Randomly select one monthly statement or combined statement for each card (for a debit card, randomly select one monthly bank statement). Obtain supporting documentation, and:

- i. Observe whether there is evidence that the monthly statement or combined statement and supporting documentation (e.g., original receipts for credit/debit card purchases, exception reports for excessive fuel card usage) were reviewed and approved, in writing (or electronically approved) by someone other than the authorized card holder (those instances requiring such approval that may constrain the legal authority of certain public officials, such as the mayor of a Lawrason Act municipality, should not be reported); and

Results: No exceptions were found as a result of applying the above procedure.

- ii. Observe that finance charges and late fees were not assessed on the selected statements.

Results: No exceptions were found as a result of applying the above procedure.

- C. Using the monthly statements or combined statements selected under procedure #6B above, excluding fuel cards, randomly select 10 transactions (or all transactions if less than 10) from each statement, and obtain supporting documentation for the transactions (e.g., each card should have 10 transactions subject to inspection). For each transaction, observe that it is supported by (1) an original itemized receipt that identifies precisely what was purchased, (2) written documentation of the business/public purpose, and (3) documentation of the individuals participating in meals (for meal charges only). For missing receipts, the practitioner should describe the nature of the transaction and observe whether management had a compensating control to address missing receipts, such as a "missing receipt statement" that is subject to increased scrutiny.

Results: Exceptions noted. For 2 of 50 transactions, written documentation of a business/public purpose was not provided.

7) Travel and Travel-Related Expense Reimbursements (excluding card transactions)

- A. Obtain from management a listing of all travel and travel-related expense reimbursements during the fiscal period and management's representation that the listing or general ledger is complete.

Results: No exceptions were found as a result of applying the above procedure.

Randomly select 5 reimbursements and obtain the related expense reimbursement forms/prepaid expense documentation of each selected reimbursement, as well as the supporting documentation. For each of the 5 reimbursements selected:

- i. If reimbursed using a per diem, observe that the approved reimbursement rate is no more than those rates established either by the State of Louisiana or the U.S. General Services Administration (www.gsa.gov);

Results: No exceptions were found as a result of applying the above procedure.

- ii. If reimbursed using actual costs, observe that the reimbursement is supported by an original itemized receipt that identifies precisely what was purchased;

Results: No exceptions were found as a result of applying the above procedure.

- iii. Observe that each reimbursement is supported by documentation of the business/public purpose (for meal charges, observe that the documentation includes the names of those individuals participating) and other documentation required by Written Policies and Procedures procedure #1A(vii); and

Results: No exceptions were found as a result of applying the above procedure.

- iv. Observe that each reimbursement was reviewed and approved, in writing, by someone other than the person receiving reimbursement.

Results: No exceptions were found as a result of applying the above procedure.

8) Contracts

- A. Obtain from management a listing of all agreements/contracts for professional services, materials and supplies, leases, and construction activities that were initiated or renewed during the fiscal period. *Alternatively, the practitioner may use an equivalent selection source, such as an active vendor list.* Obtain management's representation that the listing is complete.

Results: No exceptions were found as a result of applying the above procedure.

Randomly select 5 contracts (or all contracts if less than 5) from the listing, excluding the practitioner's contract, and

- i. Observe whether the contract was bid in accordance with the Louisiana Public Bid Law (e.g., solicited quotes or bids, advertised), if required by law;

Results: No exceptions were found as a result of applying the above procedure.

- ii. Observe whether the contract was approved by the governing body/board, if required by policy or law (e.g., Lawrason Act, Home Rule Charter);

Results: No exceptions were found as a result of applying the above procedure.

- iii. If the contract was amended (e.g., change order), observe that the original contract terms provided for such an amendment and that amendments were made in compliance with the contract terms (e.g., if approval is required for any amendment, the documented approval); and

Results: No exceptions were found as a result of applying the above procedure.

- iv. Randomly select one payment from the fiscal period for each of the 5 contracts, obtain the supporting invoice, agree the invoice to the contract terms, and observe that the invoice and related payment agreed to the terms and conditions of the contract.

Results: No exceptions were found as a result of applying the above procedure.

9) Payroll and Personnel

- A. Obtain a listing of employees and officials employed during the fiscal period and management's representation that the listing is complete. Randomly select 5 employees or officials, obtain related paid salaries and personnel files, and agree paid salaries to authorized salaries/pay rates in the personnel files.

Results: No exceptions were found as a result of applying the above procedure.

- B. Randomly select one pay period during the fiscal period. For the 5 employees or officials selected under procedure #9A above, obtain attendance records and leave documentation for the pay period, and:

- i. Observe that all selected employees or officials documented their daily attendance and leave (e.g., vacation, sick, compensatory);

Results: No exceptions were found as a result of applying the above procedure.

- ii. Observe whether supervisors approved the attendance and leave of the selected employees or officials;

Results: No exceptions were found as a result of applying the above procedure.

- iii. Observe that any leave accrued or taken during the pay period is reflected in the RTA's cumulative leave records; and

Results: No exceptions were found as a result of applying the above procedure.

- iv. Observe the rate paid to the employees or officials agrees to the authorized salary/pay rate found within the personnel file.

Results: No exceptions were found as a result of applying the above procedure.

- C. Obtain a listing of those employees or officials that received termination payments during the fiscal period and management's representation that the list is complete. Randomly select two employees or officials and obtain related documentation of the hours and pay rates used in management's termination payment calculations and the RTA's policy on termination payments. Agree the hours to the employee's or official's cumulative leave records, agree the pay rates to the employee's or official's authorized pay rates in the employee's or official's personnel files, and agree the termination payment to RTA policy.

Results: No exceptions were found as a result of applying the above procedure.

- D. Obtain management's representation that employer and employee portions of third-party payroll related amounts (e.g., payroll taxes, retirement contributions, health insurance premiums, garnishments, workers' compensation premiums, etc.) have been paid, and any associated forms have been filed, by required deadlines.

Results: No exceptions were found as a result of applying the above procedure.

10) Ethics

- A. Using the 5 randomly selected employees/officials from Payroll and Personnel procedure #9A obtain ethics documentation from management, and

- i. Observe whether the documentation demonstrates that each employee/official completed one hour of ethics training during the calendar year as required by R.S. 42:1170; and

Results: No exceptions were found as a result of applying the above procedure.

- ii. Observe whether the RTA maintains documentation which demonstrates that each employee and official were notified of any changes to the RTA's ethics policy during the fiscal period, as applicable.

Results: No exceptions were found as a result of applying the above procedure.

- B. Inquire and/or observe whether the agency has appointed an ethics designee as required by R.S. 42:1170.

Results: No exceptions were found as a result of applying the above procedure.

11) Debt Service

- A. Obtain a listing of bonds/notes and other debt instruments issued during the fiscal period and management's representation that the listing is complete. Select all debt instruments on the listing, obtain supporting documentation, and observe that State Bond Commission approval was obtained for each debt instrument issued as required by Article VII, Section 8 of the Louisiana Constitution.

Results: No exceptions were found as a result of applying the above procedure.

- B. Obtain a listing of bonds/notes outstanding at the end of the fiscal period and management's representation that the listing is complete. Randomly select one bond/note, inspect debt covenants, obtain supporting documentation for the reserve balance and payments, and agree actual reserve balances and payments to those required by debt covenants (including contingency funds, short-lived asset funds, or other funds required by the debt covenants).

Results: No exceptions were found as a result of applying the above procedure.

12) Fraud Notice

- A. Obtain a listing of misappropriations of public funds and assets during the fiscal period and management's representation that the listing is complete. Select all misappropriations on the listing, obtain supporting documentation, and observe that the RTA reported the misappropriation(s) to the legislative auditor and the district attorney of the parish in which the RTA is domiciled as required by R.S. 24:523.

Results: No exceptions were found as a result of applying the above procedure.

- B. Observe that the RTA has posted, on its premises and website, the notice required by R.S. 24:523.1 concerning the reporting of misappropriation, fraud, waste, or abuse of public funds.

Results: No exceptions were found as a result of applying the above procedure.

13) Information Technology Disaster Recovery/Business Continuity

- A. Perform the following procedures, **verbally discuss the results with management, and report “We performed the procedure and discussed the results with management.”**

- i. Obtain and inspect the RTA’s most recent documentation that it has backed up its critical data (if there is no written documentation, then inquire of personnel responsible for backing up critical data) and observe evidence that such backup (a) occurred within the past week, (b) was not stored on the government’s local server or network, and (c) was encrypted.

Results: We performed the procedure and discussed the results with management.

- ii. Obtain and inspect the RTA’s most recent documentation that it has tested/verified that its backups can be restored (if there is no written documentation, then inquire of personnel responsible for testing/verifying backup restoration) and observe evidence that the test/verification was successfully performed within the past 3 months.

Results: We performed the procedure and discussed the results with management.

- iii. Obtain a listing of the RTA’s computers currently in use and their related locations, and management’s representation that the listing is complete. Randomly select 5 computers and observe while management demonstrates that the selected computers have current and active antivirus software and that the operating system and accounting system software in use are currently supported by the vendor.

Results: We performed the procedure and discussed the results with management.

- B. Randomly select 5 terminated employees (or all terminated employees if less than 5) using the list of terminated employees obtained in Payroll and Personnel procedure #9C. Observe evidence that the selected terminated employees have been removed or disabled from the network.

Results: We performed the procedure and discussed the results with management.

- C. Using the 5 randomly selected employees/officials from Payroll and Personnel procedure #9A, obtain cybersecurity training documentation from management, and observe that the documentation demonstrates that the following employees/officials with access to the agency's information technology assets have completed cybersecurity training as required by R.S. 42:1267. The requirements are as follows:
- Hired before June 9, 2020 - completed the training; and
 - Hired on or after June 9, 2020 - completed the training within 30 days of initial service or employment.

Results: We performed the procedure and discussed the results with management.

14) Prevention of Sexual Harassment

- A. Using the 5 randomly selected employees/officials from Payroll and Personnel procedure #9A, obtain sexual harassment training documentation from management, and observe that the documentation demonstrates each employee/official completed at least one hour of sexual harassment training during the calendar year as required by R.S. 42:343.

Results: No exceptions were found as a result of applying the above procedure.

- B. Observe that the RTA has posted its sexual harassment policy and complaint procedure on its website (or in a conspicuous location on the RTA's premises if the RTA does not have a website).

Results: No exceptions were found as a result of applying the above procedure.

- C. Obtain the RTA's annual sexual harassment report for the current fiscal period, observe that the report was dated on or before February 1, and observe that the report includes the applicable requirements of R.S. 42:344:

Results: No exceptions were found as a result of applying the above procedure.

- i. Number and percentage of public servants in the agency who have completed the training requirements;

Results: No exceptions were found as a result of applying the above procedure.

- ii. Number of sexual harassment complaints received by the agency;

Results: No exceptions were found as a result of applying the above procedure.

- iii. Number of complaints which resulted in a finding that sexual harassment occurred;

Results: No exceptions were found as a result of applying the above procedure.

- iv. Number of complaints in which the finding of sexual harassment resulted in discipline or corrective action; and

Results: No exceptions were found as a result of applying the above procedure.

- v. Amount of time it took to resolve each complaint.

Results: No exceptions were found as a result of applying the above procedure.

We were engaged by the RTA to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants and applicable standards of *Government Auditing Standards*. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on those C/C areas identified in the SAUPs. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the RTA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely to describe the scope of testing performed on those C/C areas identified in the SAUPs, and the result of that testing, and not to provide an opinion on control or compliance. Accordingly, this report is not suitable for any other purpose. Under Louisiana Revised Statute 24:513, this report is distributed by the LLA as a public document.

Carr, Riggs & Ingram, L.L.C.

Metairie, Louisiana
September 29, 2025